

**BOARD OF TRUSTEES
UNIVERSITY OF THE DISTRICT OF COLUMBIA
UDC RESOLUTION NO. 2025 - __**

SUBJECT: APPROVAL OF PROPOSED CONTRACT GF-2024-B-0033 VAN NESS PARKING GARAGE EMERGENCY STRUCTURAL REPAIRS PROJECT BY AND BETWEEN KADCON CORPORATION AND THE BOARD OF TRUSTEES OF THE UNIVERSITY OF THE DISTRICT OF COLUMBIA (“CONTRACT”)

WHEREAS, in accordance with the D.C. Official Code §38-1202.01(a)(8), the Board of Trustees (“Board”) is charged with the responsibility of governing the University and possesses all of the powers necessary or convenient to make contracts and procure and contract for goods and services; and

WHEREAS, pursuant to 8B DCMR §3000.4, specific approval of the President is required for contracts totaling two hundred fifty thousand dollars (\$250,000) or more; and

WHEREAS, pursuant to 8B DCMR §205.4(e), specific authorization of the Board is required for any commitment greater than one million dollars (\$1,000,000) in a single fiscal year; and

WHEREAS, in accordance with the D.C. Official Code §1-204.51(b)(1), approval of the Council of the District of Columbia (“Council”) is required for all contracts involving expenditures in excess of one million dollars (\$1,000,000) during a 12-month period; and

WHEREAS, KADCON Corporation and the University desire to enter into the proposed Contract for the Van Ness Parking Garage Emergency Structural Repairs Project in the total amount of three million eight hundred fifty thousand two hundred dollars (\$3,850,200); and

WHEREAS, KADCON Corporation and the University desire to enter into the proposed Contract; and

WHEREAS, the President has approved the Contract; and

WHEREAS, the Board is satisfied that the Contract represents the proper culmination of the University’s procurement process and represents the best value to the University; and

NOW THEREFORE BE IT RESOLVED, that, subject to the required approval of the Council, the Board of Trustees approves the Contract and each the President and the University’s Chief Contracting Officer are authorized to execute the Contract in substantially the form attached hereto as **Attachment A**.

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BE IT FURTHER RESOLVED, that as soon as practicable, the President is hereby directed to transmit the Contract to the Council for its approval.

Submitted by the Operations Committee:

February 11, 2025

Approved by the Board of Trustees:

February 25, 2025

Christopher D. Bell
Chairperson of the Board

GF-2024-B-0033, Van Ness Parking Garage Structural Repairs

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GOVERNMENT OF THE DISTRICT OF COLUMBIA
University of the District of Columbia

CONSTRUCTION CONTRACT		CONTRACT NO. GF-2024-C-0033
		DATE OF CONTRACT
NAME AND ADDRESS OF CONTRACTOR KADCON Corporation 1053 31st Street NW Washington, DC 20007	TYPE OF ORGANIZATION ("X") <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> INDIVIDUAL</div><div><input type="checkbox"/> PARTNERSHIP</div></div> <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> JOINT VENTURE</div><div><input checked="" type="checkbox"/> CORPORATION</div></div> <div style="display: flex; justify-content: space-between;"><div>STATE OF INCORPORATION</div><div>Washington, DC</div></div>	
CONTRACT FOR (work to be performed) KADCON Corporation, hereinafter referred to as "the Contractor," and The Board of Trustees for the University of the District of Columbia, hereinafter referred to as the "University," mutually agree as follows: The University, in consideration of the bid price in the amount of three million eight hundred fifty thousand two hundred and zero dollars and zero cents (\$3,850,200.00), enters this firm fixed price contract with KADCON Corporation, for the Van Ness Parking Emergency Structural Repairs. The University, represented by the Office of Contracting and Procurement, in executing this contract, and the Contractor, mutually agree to perform this contract in strict accordance with this contract document, including the Solicitation (IFB No. GF-2024-B-0033), and the Contractor's bid. These documents are incorporated herein by reference and made a part hereof. The following addition to the contract is hereby stipulated and agreed to by the parties hereto: A. <u>General Provisions</u> 1. <u>Time for Completion</u> Work shall commence on the date specified in a written Notice to Proceed to be issued by the Office of Contracting and Procurement and shall continue WITHOUT INTERRUPTION until completion and acceptance. The contract shall be completed within four hundred and fifty (450) calendar days after the date indicated in such notice. 2. <u>Liquidated Damages</u> Partial acceptance shall not preclude LIQUIDATED DAMAGES for failure to complete the contract within the required time limits established under TIME FOR COMPLETION as listed above in section A.1. For each day after the phased completion date outlined in the period of performance, LIQUIDATED DAMAGES in the amount of \$1,090.00 will be levied against the General Contractor. This amount represents the cost associated with Project Management, Construction Management and QA/QC Inspection.		

3. Living Wage Act

Effective January 1, 2025 until June 30, 2025, the living wage rate is \$17.50 per hour. Effective July 1, 2025, the District's minimum wage and living wage rates will increase to \$18.00 per hour.

4. Labor Wage Determinations

All references to Wage Determination No. DC20240002 August 23, 2024, shall be replaced with General Decision Number: DC20230002.

5. Office of Contracting and Procurement

All references in the Solicitation to Office of Strategic Sourcing and Procurement shall be replaced with the Office of Contracting and Procurement.

6. Insurance

The second paragraph in Section I.8(A)(1) of the Solicitation, the last paragraph is deleted and replaced as follows:

The District of Columbia and the University shall be named as an additional insured on the applicable manufacturer's/distributor's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO")

7. Disputes

All references to appeals to the Contract Appeals Board and the provisions of D.C. Official Code Sec 2-360.04, shall be replaced with references to appeals to the University's Contracts Review Committee, in accordance with the appeals process outlined in 8B DCMR Sec. 3068. If there are any conflicts between the provisions of Subsection I.11 entitled Disputes and the provisions of 8B DCMR Sec. 3068, the provisions of 8B DCMR Sec. 3068 shall control.

B. Order Of Precedence And Documents Incorporated By Reference

The following documents are hereby incorporated into and made a part of this Contract. Any inconsistency in this contract shall be resolved by giving precedence in the following order:


- 1. Sections A and B of this contract;**
- 2. IFB No. GF-2024-B-0033 all attachments and amendments;**
- 3. Standard Contract Provisions (SCP) For Use With Specifications for the District of Columbia Government Construction Projects, March 2011;**
- 4. Contract attachments other than the Standard Contract Provisions;**
- 5. Contractor's Bid**

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

AWARD (The Contractor is not required to sign this document). Your bid on this solicitation is hereby accepted.

By _____
Mary Ann Harris
Chief Contracting Officer
Office of Contracting and Procurement

Solicitation and Attachments

	1. Solicitation No. GF-2024-B-0033	2. Type <input checked="" type="checkbox"/> Sealed Bid <input type="checkbox"/> Sealed Proposal	3. Date Issued 09/20/2024	Page 1 of 41 Not counting attachments
4. Contract Number	5. Requisition/Purchase Request No. 190564408	6. <input type="checkbox"/> Open Market with set aside for SBE subcontracting (see Section M.1.6) <input checked="" type="checkbox"/> CBE Set-Aside (See B.2 & Sec. M) Mandatory 35% SBE subcontracting with Section M.2.5 and M.1.6		
7. Issued By: Eddie Whitaker, Contracting Officer c/o Michiko Gadson, Contract Specialist University of the District of Columbia Office of Contracting and Procurement 4200 Connecticut Avenue NW Bldg. 39 Suite 200C Washington, DC 20008		8. Address Bid To: Mary Ann Harris, Chief Contracting Officer c/o Michiko Gadson, Senior Contract Specialist University of the District of Columbia Office of Contracting and Procurement 4200 Connecticut Avenue NW Bldg. 39 Suite 200C Washington, DC 20008		
9. FOR INFORMATION CONTACT	A. Name Michiko Gadson	B Telephone 202-274-5191	C. E-Mail Address mgadson@udc.edu	
IMPORTANT – The “Bidder” Section of this form must be completed by the Bidder				
SOLICITATION				
NOTE: In sealed bid solicitations “bid” and Bidder” mean “bid” and bidder”				
10. Sealed bids shall be sent to the email address shown in item 9.C, not less than 2:00 p.m. local time on October 17, 2024.				
11. The University requires performance of work described in strict accordance with the following:				
DESCRIPTION		SECTION	PAGE	
Solicitation Bid/Award Form		A	1-2	
Schedule for Construction, Alterations, Repair, Price		B	3-5	
Scope/Specifications/Drawings		C	6-7	
Packaging and Markings		D	8	
Inspection and Acceptance		E	9	
Deliveries and Performance		F	10	
Contract Administration Data		G	11-15	
Special Contract Requirements		H	16-20	
Contract Clauses		I	21-31	
List of Attachments		J	32	
Representations, Certifications and Other Statements of Bidders		K	33	
Instructions to Bidders		L	34-39	
Evaluation Preference Points		M	40-41	
12. The contractor shall begin performance on the date specified in the written <input type="checkbox"/> Award <input checked="" type="checkbox"/> NTP and complete all work not later than 450 days from the start date specified in NTP. This period of performance is <input checked="" type="checkbox"/> Mandatory <input type="checkbox"/> Negotiable.				
13. The contractor SHALL furnish a bid bond with bid submission, and performance and payment bonds (Attachment J.11) within 5 calendar days after receiving the UDC Notice of Intent to Award.				
14. Additional Solicitation Considerations A. All bids are subject to the work requirements, provisions and clauses incorporated in this solicitation in full text or by reference. B. A BID GUARANTEE <input checked="" type="checkbox"/> is required <input type="checkbox"/> is not required PERFORMANCE AND PAYMENT BONDS are also required pursuant to Article 12 Sections A, B, and C of the Government of the District of Columbia Standard Contract Provisions for use with Specifications for District of Columbia Government Construction Projects (Revised March 2011).				
UNIVERSITY OF THE DISTRICT OF COLUMBIA OFFICE OF CONTRACTING AND PROCUREMENT				

BID (MUST BE FULLY COMPLETED BY BIDDER PRIOR TO SUBMISSION TO UDC)										
15. Name, Company Name and Address of Bid or/Bidder (with zip code)				16. Telephone No. ()				18. Remittance Address (if different than item 15)		
				17. E-mail address						
19. The bid or/bidder agrees to perform the work required at the prices specified herein and according to the BID SCHEDULE (Section B) and in strict accordance with the terms of this solicitation, if this bid/bid is accepted by the University within ____ calendar days after the date bids/bids are due.										
20. The bid or/bidder agrees to furnish any required performance and payment bonds.										
21. ACKNOWLEDGEMENT OF AMENDMENTS										
The bid or/bidder acknowledges receipt of amendments to the solicitation (number and date each) See Section L.11										
Amendment Number										
Date										
22. Name and Title of Person authorized to sign bid/bid (Type of Print)				22A. Signature				22B. Bid/Bid Date		
AWARD (To be completed by the University)										
23. Amount						24. Accounting and Appropriations data				
25. PAYMENT WILL BE MADE BY: University of the District of Columbia Office of the Controller/Agency CFO 4200 Connecticut Avenue, NW Washington, DC 20008						26. Submit invoices as instructed in Section G of this solicitation (Contract Administration Data)				
CONTRACTING OFFICER WILL COMPLETE ITEM 27 OR 28 AS APPLICABLE										
27. <input type="checkbox"/> NEGOTIATED AGREEMENT (The Contractor is required to sign this document and return ____ copies to the issuing office. The Contractor agrees to furnish and deliver all items or perform all work requirements for the consideration stated in this contract. The rights and obligations of the parties of this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.						28. <input type="checkbox"/> AWARD (The contractor is not required to sign this document). Your bid on this solicitation is hereby accepted. This award consummates the contract which consists of (a) the solicitation and your bid, and (b) this contract award. No further contractual document is necessary.				
29. Name and Title of Contractor of Person Authorized to sign (Type or Print)						30. Name of CO (Type of Print)				
29A. Signature				29B. Date		30A. Signature			30B. Date	
UNIVERSITY OF THE DISTRICT OF COLUMBIA OFFICE OF CONTRACTING AND PROCUREMENT										
SECTION B: SCHEDULE FOR CONSTRUCTION, ALTERATIONS, REPAIRS PRICE										

- B.1** The University of the District of Columbia Capital Planning and Construction Division is seeking an experienced Contractor to provide all labor, materials, equipment, and supervision to repair structural elements in the University's Van Ness Campus Parking Garage at 4200 Connecticut Avenue, N.W. Washington, D.C. 20008. This scope includes repairing concrete cracks, concrete surfaces, concrete columns, beams, walls and stairs, as well as replacing expansion joints, deck drains, deteriorated steel, and waterproofing.
- B.2** The University contemplates the award of a fixed-price contract as authorized by the District of Columbia Procurement Practices Reform Act of 2010 (PPRA) Section 503 and the District of Columbia Municipal Regulations (DCMR) Title 8B Section 3021.
- B.3** **[PRICE SCHEDULE]**

The contractor must bid a lump sum fixed price for the following contract line items (CLINs) as described below.

Contract Line Item No. (CLIN)	ITEM DESCRIPTION	Total Price
B3.001	Van Ness Parking Garage Emergency Structural Repairs	\$
LUMP SUM BID PRICE		
Enter Lump Sum Price in Words:		
The Bidder's Price Bid shall include a detailed breakdown in Sections B.6 of the total cost proposed		

B.4 **ESTIMATED PRICE RANGE**

\$2,600,000.00 - \$3,400,000.00

B.5 **DESIGNATION OF SOLICITATION FOR THE SBE SET-ASIDE WITH 35% SUBCONTRACTING TO DSLBD CERTIFIED SMALL BUSINESS REQUIREMENT**

This IFB is designated only for certified small business enterprises (SBE) with a requirement that 35% be subcontracted to a small business that is certified by the D.C. Department of Small Local Business Development (DSLBD) unless the prime contractor is certified and will perform 100% of the work. Applicable preference points for certified small business enterprise (SBE) pursuant to the provisions of the "Small and Certified Business Enterprise Development and Assistance Act of 2014", D.C. Official Code § 2-218.01 *et seq.*, as amended, shall be applied to price evaluation. Bidders must provide documentation with their bid submission that the certified small business identified in their proposed Subcontracting Plan has agreed to be a part of the contract as stated in the Plan. Bids responding to this IFB may be rejected if the bidder fails to submit a subcontracting plan required by law. **Bidders and their subcontractors may apply for DSLBD certification online by going to <https://dslbd.dc.gov> and selecting "Get Certified."** Questions about certification email should be directed to cbe.info@dc.gov.

B.6.1 PRICE BREAKDOWN

B.6.1 The bidder shall complete this breakdown of prices from CLIN B3.001 and submit it with its bid. In case of any discrepancy in the bid price entered here and the lump sum price in B3.001, Van Ness Parking Garage Emergency Structural Repairs, Section B.6.1 below shall govern.

* Division means a discrete component of the work for which a separate price is requested. The "Total Price Breakdown" is the sum of all components and must equal the Lump Sum Bid Price.

DIVISION NO. *	DESCRIPTION	TOTAL PRICE BREAKDOWN
Div. 01	General Requirements	\$
Div. 02	Existing Conditions	\$
Div. 03	Concrete	\$
Div. 04	Masonry	\$
Div. 05	Metals	\$
Div. 06	Wood, Plastic	\$
Div. 07	Thermal and Moisture Protection	\$
Div. 08	Openings	\$
Div. 09	Finishes	\$
Div. 10	Specialties	\$
Div. 11	Equipment	\$
Div. 12	Furnishings	\$
Div. 13	Special Construction	\$
Div. 14	Conveying Systems	\$
Div. 21	Fire Suppression	\$
Div. 22	Plumbing	\$
Div. 23	Heating, Ventilating & Air Conditioning	\$
Div. 25	Integrated Automation	\$
Div. 26	Electrical	\$
Div. 27	Communications	\$
Div. 28	Electronic Safety & Security	\$
Div. 31	Earthworks	\$
Div. 32	Exterior Improvements	\$
Div. 33	Utilities	\$
Div. 34	Transportation	\$
Lump Sum Bid Price	Lump Sum Bid Price	\$

B.6.2

The bidder shall complete this breakdown of prices from CLIN B3.001 and submit it with its bid. In case of any discrepancy in the bid price entered here and the lump sum price in B3.001, Van Ness Parking Garage Emergency Structural Repairs, below shall govern.

DIVISION NO. *	ADD ALTERNATE No. 01 DESCRIPTION	TOTAL PRICE BREAKDOWN
Div. 01	Additional General Requirements	\$
Div. 02	Demolition & Removals	\$
Div. 03	Concrete	\$
Div. 04	Masonry	\$
Div. 05	Metals	\$
Div. 06	Wood, Plastics and Composites	\$
Div. 07	Thermal and Moisture Protection	\$
Div. 08	Wood and Windows	\$
Div. 09	Finishes	\$
Div. 10	Specialties	\$
Div. 11	Equipment	\$
Div. 12	Furnishings & Casework	\$
Div. 13	Special Construction	\$
Div. 14	Conveying Equipment	\$
Div. 21	Fire Suppression	\$
Div. 22	Plumbing	\$
Div. 23	Heating, Ventilation and Air Conditioning	\$
Div. 25	Integrated Automation	\$
Div. 26	Electrical	\$
Div. 27	Communications	\$
Div. 28	Electronic Safety and Security	\$
Div. 31	Earthwork	\$
Div. 32	Exterior Improvements	\$
Div. 33	Utilities	\$
Add Alternate #01	Lump Sum Bid Price	\$

SECTION C: SPECIFICATIONS/SCOPE OF WORK

C.1 SCOPE:

Perform all work as detailed in the attached " Van Ness Parking Garage Emergency Structural Repairs " construction drawings and specifications. In addition, the awarded contractor must also comply with all special requirements.

C.2 APPLICABLE DOCUMENTS

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

Item No.	Document Type	Title	Date
1	Law	District of Columbia Procurement Practices Reform Act	2010
2	Regulation	District of Columbia Municipal Regulations Title 8B Chapter 30	March 2010
3	Contract Clauses	Government of the District of Columbia Standard Contract Provisions for Use with District of Columbia Government Construction Projects (Revised March 2011).	March 2011
4	Wage Determination	General Decision Number: DC20240002 Superseded General Decision Number: DC20230002	August 23, 2024
5	Living Wage Act	Living Wage Act Fact Sheet & Notice	Effective January 1, 2024 until July 1, 2024

C.3 DEFINITIONS

These terms when used in this IFB have the following meanings:

- C.3.1** Bid – The term “bid” means a formal response on a document issued by the University bidding to perform a contract for work and labor supplying materials or goods at a specified price according to the terms and conditions herein.
- C.3.2** Bidder – The term “bidder” means person and/or company that has submitted a bid in response to this solicitation.
- C.3.3** Responsive Bid – A responsive bid is one that meets all the bidding requirements of the solicitation.
- C.3.4** Responsible Bidder – A responsible bidder is one that meets all the qualification requirements (Standards of Responsibility) in the solicitation.

C.4 BACKGROUND/CHECKS

The Bidder warrants that it will only assign employees who have passed a criminal background check to perform work under this contract. The background checks must demonstrate the worker(s) has/have no convictions or pending criminal charges that would render the worker unsuitable for regular contact with children.

C.5 SCOPE OF WORK

The University of the District of Columbia Capital Planning and Construction Division is seeking an experienced Contractor to provide all labor, materials, equipment, and supervision to repair structural elements in the University's Van Ness Campus Parking Garage at 4200 Connecticut Avenue, N.W. Washington, D.C. 20008. This scope includes repairing concrete cracks, concrete surfaces, concrete columns, beams, walls and stairs; and replacing expansion joints, deck drains, deteriorated steel, and waterproofing.

SPECIAL REQUIREMENTS

Parking Garage Operations and Traffic Plans

The Van Ness Campus Parking Garage will remain operational throughout the project. The Contractor shall phase and schedule work to maximize the number of spaces available for University parking and is responsible for coordinating, sequencing, and performing activities to ensure the safety of occupants and the protection of existing facilities. The Contractor will provide temporary traffic control plans to allow safe and efficient movement of vehicles and pedestrians around the Contractor's work zone.

Access to Adjoining Buildings / Emergency Egress

The Contractor shall perform all work in a manner that allows required access to emergency egress routes, including stairwells. To ensure compliance with the access/egress requirements, the Contractor shall submit traffic plans, building access, and egress plans for University approval prior to the start of each project phase. The mandatory safety plan shall be submitted for review and approval after award but at least 15 days before the start of construction activities. The Contractor is responsible for providing barricades, and directional signage to safely direct vehicles and pedestrians through work zones and to the nearest entrances, exits, and egress routes if regular access is diverted or blocked by work in progress.

ALTERNATES

Alternate No. 1: Structural Repairs to Van Ness Parking Garage Level B1 and the area on Level B directly below Level B1.

PERIOD OF PERFORMANCE

All work outlined in the above statement of work shall be completed within 450 calendar days from the date of notice to proceed. The University period of performance is based on an anticipated NTP issue date of 12/01/24.

ON-TIME DELIVERY

It shall be the awarded contractor's responsibility to ensure all work is completed within the required project duration allowing the University to take beneficial occupancy by the required completion date. The on-time delivery requirement includes ensuring all code inspections are completed under whatever District of Columbia Department of Buildings inspection guideline is needed to ensure inspections are completed in a manner that does not delay the project delivery date and or beneficial occupancy. This requirement includes the use of Third-Party inspectors if required to make the delivery schedule. All costs to provide on-time delivery shall be included in the bidder's lump sum bid.

C.6 BID DOCUMENT FEE

It is recommended that the fee for retrieving copies of bid documents by prospective bidders be set at \$50.00.

SECTION D: PACKAGING AND MARKING

D.1 MATERIAL DELIVERY, HANDLING AND STORAGE:

- D.1.1** The Awarded Contractor shall deliver materials and equipment in the original, properly labeled, unbroken packages, containers, cartridges or bundles and in such quantities and such ample time that progress of work will not be delayed.
- D.1.2** The Awarded Contractor shall protect materials and products against any damage or deterioration during transit to the site, unloading, delivering and storing at site, installation or erection, and during period between installation or erection and final acceptance by the University, that shall include, but not limited to:
- D.1.2.1** Minimum exposure to weather during delivery.
 - D.1.2.2** Storage off ground in dry, well-ventilated spaces.
 - D.1.2.3** Covering, as necessary, for adequate protection from soiling and wetting.
- D.1.3** The Awarded Contractor shall provide storage methods that will facilitate inspection and testing before and during the use as follows:
- D.1.3.1** Space for storage of materials and equipment will be approved by the University's Inspector.
 - D.1.3.2** The Contractor shall not occupy more space at the site than is necessary for proper execution of the work.

SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause number eleven (11), Inspection and Acceptance of the Government of the District of Columbia's Standard Contract Provisions for use with Specifications for District of Columbia Construction Projects (Revised March 2011).

In addition, the acceptance criteria for different parts of the work described in other sections of this IFB and the University's Specifications and Drawings shall apply.

E.2 PARTIAL ACCEPTANCE:

- E.2.1** The Contract Administrator (CA) may, at his/her option, accept part of the work under the contract in writing prior to the CA's final acceptance of all the work under the contract, when the CA considers it beneficial to the University.
- E.2.2** Partial acceptance shall not preclude LIQUIDATED DAMAGES for failure to complete the contract within the required time limits established under TIME FOR COMPLETION in Section F.1. For each day after the phased completion date outlined in the period of performance, LIQUIDATED DAMAGES in the amount of \$1,090.00 will be levied against the General Contractor. This amount represents the cost associated with Project Management, Construction Management, and QA/QC Inspector.

Liquidated Damages

Liquidated damages for the "Van Ness Parking Garage Emergency Structural Repairs" project will be assessed as follows:

<u>Item</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Project Manger	2	\$125.00	\$250.00
Construction Manager	4	\$105.00	\$420.00
QA/QC Inspector	4	\$105.00	\$420.00
Total			\$1,090.00

E.3 FINAL INSPECTION:

- E.3.1** The Contractor shall give the CA written notice at least fourteen (14) days in advance of date on which the project will be 100% complete and ready for final inspection. Prior to the final inspection date, the Contractor shall verify in writing that in the Contractor's best judgment no deficiencies exist.
- E.3.2** The Contractor, CA and District Inspector shall jointly prepare a Punch List of deficiencies found on final inspection that does not prevent the building or area(s) within the building from being occupied. The Contractor shall correct the deficiencies within (14) days after the building or area(s) within the building has been occupied and submit to the CA a report of the corrections as a condition of final acceptance.

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The work outlined above and detailed in the Construction Drawings and Specifications is being solicited for construction during spring or summer. After notice of intent to award has been issued to the established low bidder, the University will work with the intended awardee to establish the Notice to Proceed (NTP) date. Upon issue of the NTP, the Awarded Contractor shall complete all work within 450 days of NTP.

F.2 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the University's requirements and submit each deliverable to the Contract Administrator (CA) as scheduled by the CA.

- F.2.1** The Contractor shall submit to the University, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to section G.3.2.
- F.2.2** The Contractor shall prepare and submit to the CA, as a deliverable, the summary of progress payment breakdown form, progress payment request form and schedule of values form.
- F.2.2** The contractor shall submit to the Contract Administrator a complete list of all samples, catalogue cuts and shop drawings within 10 days of notice to proceed (NTP).
- F.2.3** The contractor shall submit all the schedules and reports for approval to the CA.
- F.2.4** Prior to final acceptance of the project, the contractor shall submit to the Contract Administrator three (3) copies of operation manuals or instruction manuals for each piece of equipment, mechanical or electrical system.
- F.2.5** The contractor shall submit to the university, as a deliverable, the report described in section H.5 of this contract that is required by the 51% district residents' new hires requirement and first source employment agreement. If the contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.
- F.2.6** After final inspection, the Contractor shall provide a punch list and report of corrections as specified in section E.3.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

G.1.1 The University shall make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.2 The University shall pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency's Chief Financial Officer with concurrent copies to the CA specified in Section G.8 below. The address of the CFO is:

University of the District of Columbia
Office of the Controller/Agency CFO
4200 Connecticut Avenue NW Bldg. 39 Suite 200B
Washington, DC 20008
202-274-5488

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.2.2.1 Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);

G.2.2.2 Contract number and invoice number;

G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.6 Name, title, phone number of people preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

G.3.2 The University shall not make final payment to the Contractor until the agency CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 ASSIGNMENT OF CONTRACT PAYMENTS

G.4.1 The Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

G.4.2 Any assignment shall cover all unpaid amounts payable under this contract and shall not be made to more than one party.

G.4.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

G.5 THE QUICK PAYMENT CLAUSE

G.5.1 Interest Penalties to Contractors

G.5.1.1 The University will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.5.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.5.2 Payments to Subcontractors

G.5.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the University for work performed by any subcontractor under this contract:

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

G.5.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.5.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.5.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.5.3 Subcontract requirements

G.5.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).

G.6 CONTRACTING OFFICER (CO)

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

Mary Ann Harris, Chief Contracting Officer
Eddie Whitaker, Contracting Officer
Office of Contracting and Procurement
4200 Connecticut Avenue NW Suite Bldg. 39, Suite 200C
Washington, DC 20008
Telephone: 202-274-5181

G.7 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.7.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- G.7.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- G.7.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.8 CONTRACT ADMINSTRATOR (CA)

- G.8.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
 - G.8.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
 - G.8.1.2** Coordinating site entry for Contractor personnel, if applicable;
 - G.8.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
 - G.8.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
 - G.8.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.8.2** The address and telephone number of the CA shall be provided to the awarded contractor.
- G.8.3** The CA shall NOT have the authority to:
 - 1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
 - 2. Grant deviations from or waive any of the terms and conditions of the contract;
 - 3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
 - 4. Authorize the expenditure of funds by the Contractor;
 - 5. Change the period of performance; or
 - 6. Authorize the use of University property, except as specified under the contract.

G.8.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the University, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.1.1.1 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.1.2 The Contractor shall negotiate an Employment Agreement with the Department of Employment Services (DOES) for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the General Decision Number: DC20240002, dated 08/23/2024 Superseded General Decision Number: DC20230002 issued by the U.S. Department of Labor in accordance with the Davis Bacon Act, and incorporated herein as. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Article 1 of the Government of the District of Columbia Standard Contract Provisions for use with Specifications for District of Columbia Government Construction Projects (Revised March 2011).

H.3 PREGNANT WORKERS FAIRNESS

H.3.1 The Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 *et seq.* (PPWF Act).

H.3.2 The Contractor shall not:

(a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;

(b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:

- (1) Pay;
- (2) Accumulated seniority and retirement;
- (3) Benefits; and
- (4) Other applicable service credits;

(c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;

(d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;

(e) Require an employee to take leave if a reasonable accommodation can be provided; or

(f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

H.3.3 The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to the PPWF Act to:

(a) New employees at the commencement of employment;

(b) Existing employees; and

(c) An employee who notifies the employer of her pregnancy, or other condition covered by the PPWF Act, within 10 days of the notification.

H.3.4 The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

H.3.5 Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

H.4 UNEMPLOYED ANTI-DISCRIMINATION

H.4.1 The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq.*

H.4.2 The Contractor shall not:

(a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or

(b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:

(1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or

(2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

H.4.3 Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

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

- H.5.1** For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. (First Source Act).
- H.5.2** The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:
- (a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and
 - (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.
- H.5.3** The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.
- H.5.4** The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.
- H.5.5** The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.
- H.5.6** The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.
- H.5.7** If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.
- H.5.8** Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
- H.5.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **Article 7 after following Title 8B DCMR Section 3066**.
- H.5.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.
- H.6 RESERVED**
- H.7 RESERVED**
- H.8 RESERVED**
- H.9 SUBCONTRACTING REQUIREMENTS**
- H.9.1 Mandatory Subcontracting Requirements**

- H.9.1.1** For all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
- H.9.1.2** If there are insufficient SBEs to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- H.9.1.3** A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.
- H.9.1.4** Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.5** A prime contractor that is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.6** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- H.9.1.7** A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

H.10 FAIR CRIMINAL RECORD SCREENING

- H.10.1** The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the “Act” as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.
- H.10.2** Prior to making a conditional bid of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.
- H.10.3** After making a conditional bid of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.
- H.10.4** The Contractor may only withdraw a conditional bid of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.

H.10.5 This section and the provisions of the Act shall not apply:

- (a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;
- (b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;
- (c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or
- (d) To employers that employ less than 11 employees.

H.10.6 A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Government of the District of Columbia Standard Contract Provisions for use with Specifications for District of Columbia Government Construction Projects (Revised March 2011) are incorporated as part of the contract.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

Definitions

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

2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the University under the contract.

4. “District” – The District of Columbia and its agencies.

A. Title to Project Deliverables

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

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

2. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the University the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patents, trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

B. Transfers or Assignments of Existing or Custom Products by the University

The University may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project or work plan in the course of Contractor's business.

C. Subcontractor Rights

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

D. Indemnification and Limitation of Liability

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

I.6 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another University contractor or by any University employee.

I.7 SUBCONTRACTS

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

I.8 INSURANCE

- A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under the Contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under the Contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under the Contract and wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor to the UDC Office of Risk Management (ORM) who will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without such approval, such subcontractor shall have the same insurance requirements as the Contractor.

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

The Government of the District of Columbia and the University shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia ("District") or the University relating to the Contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be affected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for

whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District and University require and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor and subcontractors.

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an the Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit including explosion, collapse and underground hazards.

The Contractor should be named as an additional insured on the applicable manufacturer's/distributor's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad).

The University should collect, review for accuracy and maintain all warranties for goods and services.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers must be endorsed onto the policy.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the Contract is performed.

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

All insurance required by this subsection shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia and the University.

4. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a Crime policy including 3rd party fidelity to cover the dishonest acts of Contractors, its employees and/or volunteers which result in a loss to the District or the University. The Government of the District of Columbia and University shall be included as loss payees. The policy shall provide a limit of \$10,000 per occurrence.
5. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this solicitation and in the Contract and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the University ORM for compliance review.
6. Environmental Liability/Contractors Pollution Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of environmental liability insurance covering losses caused by pollution or other hazardous conditions arising from ongoing or completed operations of the Contractor. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), clean-up costs, transit and non-owned disposal sites. Coverage shall extend to defense costs and expenses incurred in the investigation, civil fines, penalties and damages or settlements. There shall be neither an exclusion nor a sublimit for mold or fungus-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Contractor's pollution liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work under the Contract and that continuous completed operations coverage will be maintained for at least ten (10) years or an extended reporting period shall be purchased for no less than ten (10) years after completion.

The Contractor also must furnish to CO certificates of insurance evidencing environmental liability insurance maintained by third party transportation and disposal site operators(s) used by the Contractor for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Contractor's operations. Such coverages must be maintained with limits of at least the amounts set forth above.

7. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the CO with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, Workplace Torts, "Bullying" in "any location" and "by any means," including the Internet, whether between employees of Contractor or against third parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. The contractor will indemnify and defend the District of Columbia and the University should one or both be named co-defendant or be subject to or party of any claim. Coverage shall also extend to temporary help firms and independent contractors hired by Contractor. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.

8. Installation-Floater Insurance - For projects not involving structural alterations, the Contractor shall provide an installation floater policy with a limit equal to the property values being installed as part of the project. The policy shall cover property while located at the project site, at temporary locations, or in transit; deductibles will be the sole responsibility of the Contractor.
9. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under the Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the University and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.
10. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional or mental abuse; any actual, threatened or alleged act; errors, omission or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage or "shared" limits under a commercial general liability or professional liability policy will not be acceptable. Limits may not be shared with other lines of coverage. The applicable policy may need to be submitted to the University ORM for compliance review.
11. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$10,000,000 per occurrence and \$10,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverage must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the University and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention.

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

- D. LIABILITY.** These are the required minimum insurance requirements. However, the required

minimum insurance requirements provided above will not in any way limit the Contractor's liability under the Contract.

- E. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia and the University.
- F. **MEASURE OF PAYMENT.** The University shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- G. **NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the Contract.
- H. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The University of the District of Columbia

**And mailed to the attention of:
Eddie Whitaker, Contracting Officer
University of the District of Columbia
4200 Connecticut Avenue, NW
Building 39, Suite 200C
Washington, DC 20008
(202) 274-5181
Email to: mgadson@udc.edu**

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

- I. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District or University may disclose the name and contact information of its insurers to any third party which presents a claim against the District or the University for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of the Contract.
- J. **CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with the Contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the District.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 ORDER OF PRECEDENCE

The contract awarded as a result of this IFB will contain the following clause:

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Government of the District of Columbia Standard Contract Provisions for Construction Projects
- (4) Contract attachments other than the Standard Contract Provisions
- (5) Bid

I.11 DISPUTES

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

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

- (1) All claims by a Contractor against the University arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:
 - (i) A description of the claim and the amount in dispute;
 - (ii) Data or other information in support of the claim;
 - (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
 - (iv) The Contractor's request for relief or other action by the CO.
- (2) The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.
- (3) The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall consider factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

- (4) The CO's written decision shall do the following:
- i. Provide a description of the claim or dispute;
 - ii. Refer to the pertinent contract terms;
 - iii. State the factual areas of agreement and disagreement;
 - iv. State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - v. If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - vi. Indicate that the written document is the CO's final decision; and
 - vii. Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.
- (6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a) (6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (6.1) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.
- (b) **Claims by the District against the Contractor:** Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- (1) The CO shall decide all claims by the University against a contractor arising under or relating to a contract.
- (2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:
- i. Provide a description of the claim or dispute;
 - ii. Refer to the pertinent contract terms;
 - iii. State the factual areas of agreement and disagreement;
 - iv. State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if
 - v. made, shall not be binding in any subsequent proceeding;

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

I.12 BONDING (SECURITY) REQUIREMENTS

- I.12.1 **Bid Bond** – A proposal bond is required and must be submitted with all proposals over \$100,000.00 pursuant to Article 12 of the Government of the District of Columbia Standard Contract Provisions for use with Specifications for District of Columbia Government Construction Projects (Revised March 2011). The proposal bond must be a minimum of 5% of the proposed proposal price at proposal submission and shall be effective for as long as the proposal is effective (Attachment J.13).
- I.12.2 **Payment Bond** – A payment bond in the amount of not less than 50% of the total contract amount is required and must be submitted within 10 calendar days from the proposed contractor's receipt of the University's Notice of Intent to Award and prior to award.
- I.12.3 **Performance Bond** – A performance bond in the amount of 100% of the original contract price amount is required and must be submitted within 10 calendar days from the proposed contractor's receipt of the University's Notice of Intent to Award and prior to award.

SECTION J: ATTACHMENTS

The offeror must complete all forms and certifications required by Section J and incorporate into its proposal these completed forms and certifications.

The following list of attachments is incorporated into the solicitation by reference.

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with Specifications for District of Columbia Government Construction Projects (Revised March 2011).
J.2	Way to Work Amendment Act of 2006 - Living Wage Notice Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.3	General Decision Number: DC20240002 08/23/2024 Superseded General Decision Number: DC20230002
J.4	Equal Employment Opportunity Employer Information Report and Mayor's Order 85-85 available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.5	Tax Certification Affidavit available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.6	Bidder Certification Form available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.7	Past Performance Evaluation Form available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.8	Contractor Experience Questionnaire Form available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.9	First Source Employment Agreement-Construction Projects Only-February 2018 available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.10	Revised First Source Employment Plan-Contracts Between \$300,000 and \$5 Million-February 2018 available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.11	Subcontracting Plan (if required by law) available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.12	Bond Forms Contact Michiko Gadson for soft copy at: mgadson@udc.edu
J.13	Bid Offer Letter Contact Michiko Gadson for soft copy at: mgadson@udc.edu

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

Bidder Certification Form

Available at <http://ocp.dc.gov>,
Under Quick Links click on “Required Solicitation Documents”

Complete and include the following with Bid:

1. Bidder /Offeror Certification Form
2. Tax Certification Affidavit
3. Three Past Performance Evaluations
4. Contractor’s Experience Questionnaire Form

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 PRE-BID CONFERENCE

A pre-bid conference will be held at **11:00 a.m. on Wednesday, September 25, 2024 at the +1 206-413-8593 United States, Seattle Phone Conference ID: 232 951 798 901#**. Prospective bidders will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the University to accept questions from bidders on the solicitation document as well as to clarify the contents of the solicitation. Attending bidders must complete and sign the pre-bid conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted, and spontaneous answers will be provided at the University's discretion. Verbal answers given at the pre-bid conference are only intended for general discussion and do not represent the University's final position. All oral questions must be submitted in writing following the close of the pre-bid conference but no later than five working days after the pre-bid conference in order to generate an official answer. The University will furnish responses via a written amendment to the solicitation which will be posted on the University's website. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective bidder. Oral explanations or instructions given by University officials before the award of the contract will not be binding.

L.2 CONTRACT AWARD

The University will award a single contract resulting from this solicitation to the responsive and responsible offer whose proposal conforming to the solicitation will be most advantageous to the University, cost or price, and other factors, specified elsewhere in this solicitation considered. Therefore, each initial proposal should contain the offer's best terms from the standpoint of cost or price and other factors.

A late proposal, late modification, or late request for withdrawal of a proposal that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful proposals resulting from this solicitation.

L.2.1 Most Advantageous to the District

The University intends to award a single (one) contract resulting from this solicitation to the responsive and responsible bidder whose bid conforming to the solicitation will be most advantageous to the University, cost or price, and other factors, specified elsewhere in this solicitation considered.

L.3 BID ORGANIZATION AND CONTENT

L.3.1 This solicitation will be conducted through email to mgadson@udc.edu only. To be considered, a bidder must submit the required attachments via mail before the closing date and time.

L.3.2 All attachments shall be submitted with the sealed bid. The University will not be responsible for corruption of any file submitted. If the submitted file is not legible as submitted, it will not be considered.

- L.3.6** The bidder shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.
- L.3.7** The University will reject any bid that fails to include a subcontracting plan that is required by law.
- L.4 REQUIREMENT FOR AN ELECTRONIC COPY OF BIDS TO BE MADE AVAILABLE TO THE PUBLIC**

In addition to the bid submission requirements in Section L.2 and L.3 above, the bidder must submit an electronic copy of its bid, redacted in accordance with any applicable exemptions from disclosure under D.C. Official Code § 2-534. Redacted copies of the bidder must be submitted by e-mail attachment to the contact person designated in the solicitation. D.C. Official Code § 2-536(b) requires the District to make available electronic copies of records that must be made public. The District's policy is to release documents relating to District bids following the award of the contract, subject to applicable Freedom of Information Act (FOIA) exemption under § 2-534(a)(1). Successful bids will be published on the UDC website in accordance with D.C. Official Code § 2-361.04, subject to applicable FOIA exemptions.

L.5 BID SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF BIDS AND LATE BIDS

L.5.1 BID SUBMISSION, FORM, ORGANIZATION AND CONTENT:

L.5.1.1 Bids must be submitted no later than 2:00 p.m. local time on Wednesday, **October 23, 2024**, to Michiko Gadson at mgadson@udc.edu. Bid opening will be conducted via TEAMS.

Call in (audio only)

Conference Dial in No.: +1 206-413-8593

Conference ID No. 232 951 798 901#

L.5.1.2 Postmarks

L.5.1.3 Bidders shall submit one (1) signed original of the bid. Submissions should be delivered via email to Michiko Gadson at mgadson@udc.edu.

L.5.1.4 Bids shall be submitted in sealed envelope/package conspicuously marked: "Bid in Response to Solicitation No. and Caption ***GF-2024-B-0033, Van Ness Parking Garage Emergency Structural Repairs.***"

L.5.1.5 Bid Letter

Each Bidder shall submit a bid letter substantially in the form of Attachment J.10 Material deviations, in the opinion of the University, from the bid form shall be enough to render the bid non-responsive.

- L.5.2.1** Bids must be submitted not later than the closing date and exact time due. Late bids and/or modifications thereto will be so marked and held by the University as evidence of their lateness (time received) and not considered for award unless the only bid received.
- L.5.2.2** Paper, telephonic, telegraphic, and facsimile bids may not be accepted or considered for award.

- L.5.2.3** It is solely the bidder's responsibility to ensure that its bid is received and recorded in the University Office of Strategic Sourcing and Procurement not later than the exact date and time due according to this solicitation.

L.5.3 Withdrawal or Modification of Bids

A bidder may modify or withdraw its bid any time before the closing date and time for receipt of bids. However, the modified or withdrawn bid must be resubmitted prior to the bids exact due date and time to be considered.

L.5.4 Late Bids

The University will not accept for consideration of award late bids or modifications to bids after the closing date and time for receipt of bids. They will be date and time stamped and retained by the University as documentation of the date and time received. A receipt will be given to the carrier if hand delivered.

L.5.5 Late Modifications

A late modification of a successful bid, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted. However, the original bid submission must have been on time.

L.6 EXPLANATION TO PROSPECTIVE BIDDERS

If a prospective bidder has any questions relating to this solicitation, the prospective bidder shall submit the question electronically via email to the contact person identified in this solicitation. The prospective bidder shall submit questions before **3:00 PM October 3, 2024**. The University will furnish responses via email and post them on its website. An amendment to the solicitation will be issued if the CO decides that information is necessary for submitting bids or if the lack of it would be prejudicial to any prospective bidder. Oral explanations or instructions given by University officials before the contract award will not be binding.

L.6.1 RESTRICTION ON DISCLOSURE AND USE OF DATA

- L.6.1.1** Bidders who include in their bid data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This bid includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process. If, however, a contract is awarded to this bidder as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this bid if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

- L.6.1.2** Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this bid."

L.7 BID PROTESTS

Any actual or prospective bidder or contractor, who is aggrieved in connection with the solicitation or award of a contract, must file with the University's Chief Contracting Officer not later than seven (7) business days after the basis of protest is known or should have been known, whichever is earlier pursuant to DCMR Title 8B Section 3066. The Chief Contracting Officer shall issue a written decision on the protest within ten (10) working days after receipt of the protest. The protestor may appeal the written decision of the University Chief Contracting Officer to the University Contract Review Board within ten (10) working days after receipt of the decision of the Chief Contracting Officer. Any failure of the Contracts Review Board to issue a written decision within 30 calendar days shall constitute a denial of the protest and shall authorize the contractor to appeal the protest to the Contract Appeals Board. The protest shall then be filed in writing with the Contract Appeals Board, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

L.8 UNNECESSARILY ELABORATE BIDS

Unnecessarily elaborate brochures or other presentations beyond those enough to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the bidder's lack of cost consciousness. Elaborate artwork, expensive visuals and other presentation aids are neither necessary nor desired.

L.9 RETENTION OF BIDS

All bid documents will be the property of the District and retained by the District, and therefore will not be returned to the bidder.

L.10 BID COSTS

The University is not liable for any costs incurred by the bidder in submitting bids in response to this solicitation.

L.11 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 to:

Eddie Whitaker, Contracting Officer
University of the District of Columbia
Office of Contracting and Procurement
4200 Connecticut Avenue NW Bldg. 39 Suite 200C
Washington, DC 20008
Re: Contract: GF-2023-C-0010
Email:mgadson@udc.edu

L.12 ACKNOWLEDGMENT OF AMENDMENTS

The bidder shall acknowledge receipt of any amendment to this solicitation electronically via email to the University's contact person identified in this solicitation, and by submitting the amendment(s) with their bid. The University must receive the acknowledgment by the date and time specified for receipt of bids. A bidder's failure to acknowledge an amendment may result in rejection of its bid.

L.13 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

L.13.1 Name, address, telephone number and federal tax identification number of bidder;

L.13.2 A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.13.3 If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.14 FAMILIARIZATION WITH CONDITIONS

Bidders shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. The contractor will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.15 GENERAL STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the University its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit relevant documentation with its bid submission and additional information within five (5) days of the request by the University.

L.15.1 To be determined responsible, a prospective contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Can comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 *et seq.*

- (g) Has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

L.15.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

L.16 KEY PERSONNEL

L.16.1 The University shall approve specific contractor personnel listed in the bidder's bid to be key personnel for this contract.

L.16.2 The bidder shall set forth in its bid the names and reporting relationships of the key personnel the bidder will use to perform the work under the proposed contract. Their resumes shall be included. The hours that each will devote to the contract shall be provided in total and broken down by task.

L.17 CONTRACT AWARD:

The University will award a single contract resulting from this solicitation to the responsive and responsible bidder whose bid conforming to the solicitation will be most advantageous to the University, cost or price, and other factors, specified elsewhere in this solicitation considered. Therefore, each initial bid should contain the bidder's best terms from a standpoint of cost or price and other factors.

A late bid, late modification or late request for withdrawal of a bid that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

SECTION M - PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

M.1. EVALUATION FOR AWARD

Under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 *et seq.*, as amended (“Act”, as used in this section), the University shall apply preferences in evaluating bids from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

M.2 Application of Preferences

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

- M.2.1** Any prime contractor that is a small business enterprise (SBE) certified by the DSLBD will receive the addition of three points on a 100-point scale added to the overall score.
- M.2.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- M.2.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- M.2.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.2.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.2.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.2.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.2.8** Any prime contractor that is a local manufacturing business enterprise (LME) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

M.3 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of twelve (12) points for bids submitted in response to this IFB. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.3.1 Preferences for Certified Joint Ventures

A certified joint venture will receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a (h).

M.3.2 Verification of Bidder's Certification as a Certified Business Enterprise

M.3.3 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the bidder's certification with DSLBD, and the bidder should not submit with its bid any additional documentation regarding its certification as a certified business enterprise.

M.3.4 Any vendor seeking certification in order to receive preferences under this solicitation should contact the:

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

M.3.4 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.4 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.4.1 Prompt payment discounts shall not be considered in the evaluation of bids. However, any discount bided will form a part of the award and will be taken by the University if payment is made within the discount period specified by the bidder.

M.4.2 In connection with any discount bided, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the University, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the University check.

Government of the District of Columbia

STANDARD CONTRACT PROVISIONS

For Use With
Specifications for
District of Columbia Government
Construction Projects
(Revised March 2011)



PLEASE RETAIN FOR YOUR REFERENCE

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INSTRUCTIONS TO BIDDERS

(Construction)

ARTICLE 1. QUALIFICATIONS OF BIDDERS—Bidders shall have the capability to perform classes of work contemplated, have the necessary plant and sufficient capital to execute the work properly within specified time.

Any Bidder who has not performed comparable work for the District within the last 5 years shall submit, at the Contracting Officer's discretion, a certified statement of his organization, plant, manpower, financial resources, and construction experience that he considers will qualify him for proposed contract. This information shall be certified by a Certified Public Accountant for contracts over \$25,000 and submitted on the AGC Form "Standard Questionnaires and Financial Statement for Bidders", obtainable from the Associated General Contractors of America, Inc., at 1957 "B" Street, N. W., Washington, D. C., 20008, or on an approved equivalent form. This requirement is not needed if the bidder has submitted such a statement to the District within a year prior to bid opening date, but will be required if bidder has previously submitted such a statement under one company name or organization or joint venture and is now bidding under another company name or organization or joint venture. A certified statement of prequalification approval by another jurisdiction may be considered as an alternative to foregoing procedure. A bidder shall submit a supplemental statement if requested by the District.

ARTICLE 2. BID DOCUMENTS—The Specifications (including all documents referenced therein and all documents attached thereto), drawings and addenda which form the basis of any bid shall be considered as part thereof and will form part of the bid. Copies of these documents will be furnished to or made available for the inspection of prospective bidders by that office indicated in the advertisement or invitation.

ARTICLE 3. EXAMINATION OF BID DOCUMENTS AND SITE OF WORK—Each Bidder shall carefully examine the site of the proposed work and the bid documents and fully acquaint himself with conditions relating to construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work under the bid documents, and he shall judge for and satisfy himself as to conditions to be encountered affecting the character, quality and quantity of the work to be performed and materials to be furnished and to the requirements of the bid documents. Failure to do so will be at the Bidder's own risk and shall not relieve him from any obligation under his bid or contract.

ARTICLE 4. PREPARATION FOR BIDS—The bid form furnished in the bid proposal and specifications shall be used in strict compliance with the requirements of the Invitation and Supplemental Instructions to Bidders in the specifications. Special care shall be exercised in the preparation of bids. Bidders must make their own estimates of the facilities and difficulties to be anticipated upon execution of the contract, including local conditions, uncertainty of weather and all other contingencies. All designations and prices shall be fully and clearly set forth in the bid submission. ALL PRICES SHALL BE INSERTED IN FIGURES TYPED OR PRINTED LEGIBLY ON THE BID FORM. All corrections on the bid documents must be initialed by the person signing the bid form.

ARTICLE 5. ERROR IN BIDS—Bidders or their authorized agents are expected to examine all bid documents and any addenda thereto, and all other instructions pertaining to the work which will be open to their inspection. Failure to do so will be at the bidder's own risk, and will not constitute reason for relief on plea of error in the bid. IN CASE OF ERROR IN THE EXTENSION OF PRICES IN THE BID, UNIT PRICES WILL GOVERN.

The bidder must submit his plea of error in writing to the Contracting Officer and must be prepared to document and prove his error.

ARTICLE 6. LABOR AND MATERIAL NOT FURNISHED BY DISTRICT—The District will not furnish any labor, material or supplies unless a provision to do so is included in the contract documents.

ARTICLE 7. ADDENDA AND INTERPRETATIONS—No oral interpretations of the meaning of the drawings, specifications or other bid documents will be made to any bidder. Verbal clarification will not be binding on the District. All requests must be in writing and addressed to the Contracting Officer responsible for administering the contract. Requests for interpretations of bid documents must be received by the Contracting Officer not later than 10 days prior to bid opening date. All changes to the bid documents will be made by addenda mailed to all prospective bidders, who have obtained copies of the bid documents, not later than 7 days before bid opening date. In case of discrepancy among addenda, a later dated addendum has priority over earlier dated addenda. It shall be the bidder's responsibility to make inquiry as to any or all addenda issued, and failure of any prospective bidder to receive any such addenda issued by the Contracting Officer shall not relieve the bidder from any obligation under his bid as submitted. Bidders must acknowledge receipt of all addenda on the Bid Form; failure to do so may result in rejection of bid.. All addenda issued shall become part of the bid and contract documents. -

ARTICLE 8. ALTERNATE BIDS—Alternate bids will not be considered unless called for in the Bid Form.

ARTICLE 9. BIDS FOR ALL OR PART—Where bids are not qualified by specific limitations, the District reserves the right to award all or any of the items according to its best interests.

ARTICLE 10. PRICE SCHEDULE INTERPRETATION—Quantities appearing in the Price Schedule are approximate only and are prepared for the comparison of bids. Payment will be made only for actual material requirements accepted and for work performed and accepted. Schedule quantities may be increased, decreased or omitted and there shall be no adjustment in contract unit prices except as provided, and except for such materials actually purchased or work actually performed prior to notification of the change in items affected.

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

ARTICLE 11. CORRECTIONS—Erasures and other changes in bids must be explained or noted over the signature of the bidder.

ARTICLE 12. BOND REQUIREMENTS

- A. BID GUARANTY**—On all bids of \$100,000.00 or more, security is required to insure the execution of the contract. No bid will be considered unless it is so guaranteed. Each bidder must furnish with his bid either a Bid Bond (Form No. DC 2640-5), with good and sufficient sureties, a certified check payable to the order of the Treasurer of the District of Columbia (uncertified check will not be accepted), negotiable United States bonds (at par value), or an irrevocable letter of credit in an amount not less than five percent (5%) of the amount of his bid, as a guaranty that he Will not withdraw said bid within the period specified therein after the opening of the same; or, if no period be specified, within ninety (90) days after said opening, and will, within the period specified therefore, or, if no period be specified, within ten (10) days, after the prescribed forms are forwarded to him for execution (or within any extension of time which may be granted by the officer to whom the bid was addressed) execute and deliver a written contract on the standard District form in accordance with bid as accepted and give bond with good and sufficient sureties, as specified below for the faithful performance and proper fulfillment of such contract and payment of laborers and material men as required by law or, in the event of the withdrawal of said bid within the period above stated, or the failure to enter into such contract and give such bond within the time above stated, that he will pay to the District the difference between the amount specified in said bid and the amount for which the District may procure the required work, if the latter amount be in excess of the former.

In case security is in the form of a certified check or United States bonds, the District may make such disposition of the same as will accomplish the purpose for which

submitted. Certified checks may be held uncollected at the bidder's risk. Certified checks and United States bonds will be returned to the unsuccessful bidders after award of contract and to successful bidders after the signing of prescribed forms of contract and bonds. Guaranty bonds will be returned only upon written application.

B. PERFORMANCE BOND—For any construction contract exceeding \$100,000.00, a Performance Bond (Form No. DC 2640-7) shall be required in a penal amount equal to one hundred percent (100%) of the contract price at time of award. Additional performance bond protection shall be required in connection with any modification effecting an increase in price under any contract for which a bond is required pursuant to the above if:

1. The modification is for new or additional work which is beyond the scope of the existing contract; or,
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.

The penal amount of the bond protection shall be increased so that the total performance bond protection is one hundred percent (100%) of the contract price as revised by both the modification requiring such additional protection and the aggregate of any previous modification. The increased penal amount may be secured either by increasing the bond protection provided by existing surety or sureties or by obtaining an additional performance bond from a new surety.

C. PAYMENT BOND— In accordance with the provisions of Section 504(b) of the District of Columbia Procurement Practices Act of 1985, payment bonds shall be required in an amount not less than fifty percent (50%) of the total amount payable by the terms of the contract.

Additional payment protection shall be required in connection with any notification effecting an increase in price under any contract for which a bond is required pursuant to the above if —

1. The modification is for new or additional work which is beyond the scope of the existing contract; or
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.

The penal amount of the additional bond protection shall generally be such that the total payment bond protection is fifty percent (50%) of the contract price as revised by both the modification requiring such additional protection, and the aggregate of any previous modifications. The 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.

D. BOND SOURCE—The bonds may be obtained from any surety company authorized by the U.S. Treasury Department as acceptable sureties on Federal Bonds and authorized to transact business in the District of Columbia by the Director, Department of Insurance, Securities and Banking.

ARTICLE 13. SIGNATURE TO BIDS—Each bid must show the full business address of the bidder and be signed by him with his usual signature. Bids by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the name of the corporation, followed by the signature and

designation of the President or Vice President and attested by the Secretary of the corporation or other persons authorized to bind the corporation and the corporate seal affixed thereto. If bid is signed by other than the President or Vice President, evidence of authority to so sign must be furnished in the form of an extract of minutes. of a meeting of the Board of Directors or extract of bylaws certified by the Corporate Secretary and corporate seal affixed thereto. The names of all persons signing shall be typed or printed below the signatures. A bid by a person who affixes to his signature the word "President", "Vice President", "Secretary", "Agent", or other designation, without disclosing his principal, may be held personally to the bid. Bids submitted by a joint venture must be signed by all authorized parties to the joint venture.

ARTICLE 14. MARKING AND MAILING BIDS—Bids, addenda acknowledgment, and bid guaranty must be securely sealed in suitable envelopes, addressed and marked on the outside with the name of the bidder, invitation number and date of opening.

ARTICLE 15. RECEIVING BIDS, MODIFICATIONS OR WITHDRAWALS—Bids received prior to the time set for opening will be securely kept unopened. 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 unless: (1) they are sent by registered mail or by certified mail for which an official dated post office stamp (postmark) on the original Receipt for Certified Mail has been obtained and it is determined by the District that the late receipt was due solely to delay in the mails for which the bidder was not responsible; or (2) if submitted by mail (or by telegram if authorized by the Contracting Officer), it is determined by the District that the late receipt was due solely to mishandling by the District after receipt at the District agency: Provided, that timely receipt. at such agency is established upon examination of an appropriate date or time stamp or other documentary evidence of receipt within the control of such agency.

Bidders using certified mail are cautioned to obtain a receipt for certified mail showing legible, dated postmark and to retain such receipt against the chance that it will be required as evidence that a late bid was timely mailed. The only evidence acceptable in this matter is as follows: (1) where the Receipt of Certified Mail identifies the post office station of mailing, evidence furnished by the bidder which establishes, that the business day of the station ended at an earlier time, in which case the time of mailing shall be deemed to be last minute of the business day; or (2) an entry in ink on the Receipt for Certified Mail showing the time of mailing and the initials of postal employee receiving the item and making the entry, with appropriate written verification of such entry from the post office station of mailing, in which case the time of mailing, shall be the time shown in the entry. If the postmark on the original Receipt for Certified Mail does not show a date, the bid shall not be considered.

The time of mailing of late bids submitted by registered or certified mail shall be deemed to be the last minute of the date shown in the postmark on the registered mail receipt or registered mail wrapper or on the Receipt for Certified Mail unless the bidder furnishes evidence from the post office station of mailing which establishes an earlier time.

No responsibility will attach to the District or any of its officers or employees for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic bids will not be considered, but modifications, by telegram, of bids already submitted will be considered if received prior to the hour set for opening, but should not reveal the amount of the original or revised bid.

ARTICLE 16. WITHDRAWAL OF BIDS—Bids may be withdrawn on written or telegraphic request received from bidders prior to the time fixed for opening, provided the name of the bidder appears on the outside of the envelope containing the bid. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

ARTICLE 17. OPENING OF BIDS—At the time fixed for the opening of bids, their contents will be made public by the Office of Contracting and Procurement for the information of bidders and other properly interested persons.

ARTICLE 18. AWARD OR REJECTION—The Contract will be awarded to the lowest responsible Bidder complying with conditions of the bid documents, provided his bid is reasonable and it is in the best interest of the District to accept it. The Bidder, to whom award is made, will be notified by

the Contracting Officer at the earliest possible date. The District, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the District.

If more than one bid be offered by any one party, by or in the name of his or their clerk, partner, or other person, all such bids may be rejected. This shall not prevent a Bidder from proceeding under Article 8 hereof, nor from quoting different prices on different qualities of material or different conditions of delivery. A supplier or material man who has quoted prices on materials to a Bidder is not thereby disqualified from quoting to other bidders or from submitting a bid directly for the materials or work.

Each Bidder shall submit a bid on all items in the Price Schedule; failure to bid on all items may result in bid rejection.

In addition to requirements for qualification of bidders as set forth in Article 1 hereof, and as determined by the District, proposals will be considered irregular and may be rejected by the Contracting Officer for any of, but not limited to, the following reasons:

- A. Incompetency, inadequate plant or insufficient capital as revealed by Bidder's statement on AGC or equivalent form.
- B. Evidence of collusion.
- C. Uncompleted work which might hinder or prevent proper and prompt execution and completion of work contemplated.
- D. Evidence that Bidder has not adequately considered all aspects of contemplated work.
- E. Failure to settle bills satisfactorily, claims and judgments due for labor and material on Bidder's contracts in force on bid opening date.
- F. Default under previous contracts.
- G. Unacceptable rating as listed on published government lists.
- H. Proposal submission on form other than that form furnished by District, or altered or partially detached form.
- I. Unauthorized additions, deletions, omissions, conditional bids, or irregularities which may make proposal incomplete or ambiguous in meaning.
- J. Failure to acknowledge all addenda issued.
- K. Failure to submit bid in the properly labeled receptacle at that location designated as the Office of Contracting and Procurement, Bid Room, Suite 700, 441 4th St., N.W., Washington, D.C. 20001 and prior to the time set for opening as governed by the Official Clock designated as such in that Bid Room.

ARTICLE 19. CANCELLATION OF AWARDS—The right is reserved to the District, without any liability upon the District, to cancel the award of any contract at any time prior to approval of a formal written contract signed by the Contractor and the Contracting Officer.

ARTICLE 20. CONTRACT AND BOND—The Bidder to whom award is made must, when required, enter into a written contract on the standard District form, with satisfactory security in the amount required (see Article 12) within the period specified, or no period be specified, within 10 days after the prescribed forms are presented to him for signature.

**GENERAL PROVISIONS
(Construction Contract)**

ARTICLE 1. DEFINITIONS

- A. "District" as used herein means the District of Columbia, a municipal corporation.
- B. "Mayor" as used herein means the elected head of the District as set forth in Public Law 93-198 dated December 24, 1973, Title 4, Part B, Section 422(1).
- C. "Contracting Officer" as used herein means the District official authorized to execute and administrate the Contract on behalf of the District.
- D. "Contract Documents" or "Contract" as used herein means Addenda, Contract Form, Instructions to Bidders, General Provisions, Labor Provisions, Performance and Payment Bonds, Specifications, Special Provisions, Contract Drawings, approved written Change Orders and Agreements required to acceptably complete the Contract, including authorized extensions thereof.

ARTICLE 2. SPECIFICATIONS AND DRAWINGS—The Contractor shall keep on the work site a copy of Contract drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the Contract drawings, or shown on the Contract drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.

All Contract requirements are equally binding. Each Contract requirement, whether or not omitted elsewhere in the Contract, is binding as though occurring in any or all parts of the Contract. In case of discrepancy:

- 1. The Contracting Officer shall be promptly notified in writing of any error, discrepancy or omission, apparent or otherwise.
- 2. Applicable Federal and D. C. Code requirements have priority over: the Contract form, General Provisions, Change Orders, Addenda, Contract drawings, Special Provisions and Specifications.
- 3. The Contract form, General Provisions and Labor Provisions have priority over: Change Orders, Addenda, Contract drawings, Special Provisions and Specifications.
- 4. Change Orders have priority over: Addenda, Contract drawings and Specifications.
- 5. Addenda have priority over: Contract drawings, Special Provisions and Specifications. A later dated Addendum has priority over earlier dated Addenda.
- 6. Special Provisions have priority over: Contract drawings and other specifications.
- 7. Shown and indicated dimensions have priority over scaled dimensions.
- 8. Original scale drawings and details have priority over any other different scale drawings and details.
- 9. Large scale drawings and details have priority over small scale drawings and details.
- 10. Any adjustment by the Contractor without a prior determination by the Contracting Officer shall be at his own risk and expense. The Contracting Officer will furnish from time to time such detail drawings and other information as he may consider necessary, unless otherwise provided.

ARTICLE 3. CHANGES

A. DESIGNATED CHANGE ORDERS—The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes

1. In the Contract drawings and specifications;
2. In the method or manner of performance of the work;
3. In the District furnished facilities, equipment, materials or services; or
4. Directing acceleration in the performance of the work.

Nothing provided in this Article shall excuse the Contractor from proceeding with the prosecution of the work so changed.

B. OTHER CHANGE ORDERS—Any other written order or an oral order (which term as used in this Section (B) shall include direction, instruction, interpretation, or determination) from the Contracting Officer which causes any such change, shall be treated as a Change Order under this Article, provided that the Contractor gives the Contracting Officer written notice stating the date, circumstances and sources of the order and that the Contractor regards the order as a Change Order.

C. GENERAL REQUIREMENTS—Except as herein provided, no order, statement or conduct of the Contracting Officer shall be treated as a change under this Article or entitle the Contractor to an equitable adjustment hereunder. If any change under this Article causes an increase or decrease in the Contract's cost of, or the time required for, the performance of any part of the work under this Contract whether or not changed by any order, an equitable adjustment shall be made and the Contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any change under (B) above shall be allowed for any cost incurred more than 20 days before the Contractor gives written notice as therein required unless this 20 days is extended by the Contracting Officer and provided further, that in case of defective drawings and specifications, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective drawings and specifications.

If the Contractor intends to assert a claim for an equitable adjustment under this Article, he must, within 30 days after receipt of a written Change Order under (A) above or the furnishing of a written notice under (B) above, submit to the Contracting Officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the Contracting Officer. The statement of claim hereunder may be included in the notice under (B) above.

No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under the Contract.

D. CHANGE ORDER BREAKDOWN—Contract prices shall be used for Change Order work where work is of similar nature; no other costs, overhead or profit will be allowed.

Where Contract prices are not appropriate and the nature of the change is known in advance of construction, the parties shall attempt to agree on a fully justifiable price adjustment and/or adjustment of completion time.

When Contract prices are not appropriate, or the parties fail to agree on equitable adjustment, or in processing claims, equitable adjustment for Change Order work shall be per this Article and Article 4 and shall be based upon the breakdown shown in following

subsections 1. through 7. The Contractor shall assemble a complete cost breakdown that lists and substantiates each item of work and each item of cost.

1. **Labor**—Payment will be made for direct labor cost plus indirect labor cost such as insurance, taxes, fringe benefits and welfare provided such costs are considered reasonable. Indirect costs shall be itemized and verified by receipted invoices. If verification is not possible, up to 18 percent of direct labor costs may be allowed. In addition, up to 20 percent of direct plus indirect labor costs may be allowed for overhead and profit.
2. **Bond**—Payment for additional bond cost will be made per bond rate schedule submitted to the Office of Contracting and Procurement with the executed Contract.
3. **Materials**—Payment for cost of required materials will be F.O.B. destination (the job site) with an allowance for overhead and profit.
4. **Rented Equipment**—Payment for required equipment rented from an outside company that is neither an affiliate of, nor a subsidiary of, the Contractor will be based on receipted invoices which shall not exceed rates given in the current edition of the Rental Rate Blue Book for Construction Equipment published by Data Quest. If actual rental rates exceed manual rates, written justification shall be furnished to the Contracting Officer for consideration. No additional allowance will be made for overhead and profit. The Contractor shall submit written certification to the Contracting Officer that any required rented equipment is neither owned by nor rented from the Contractor or an affiliate of or subsidiary of the Contractor.
5. **Contractor's Equipment**— Payment for required equipment owned by the Contractor or an affiliate of the Contractor will be based solely on an hourly rate derived by dividing the current appropriate monthly rate by 176 hours. No payment will be made under any circumstances for repair costs, freight and transportation charges, fuel, lubricants, insurance, any other costs and expenses, or overhead and profit. Payment for such equipment made idle by delays attributable to the District will be based on one-half the derived hourly rate under this subsection.
6. **Miscellaneous**—No additional allowance will be made for general superintendence, use of small tools and other costs for which no specific allowance is herein provided.
7. **Subcontract Work**—Payment for additional necessary subcontract work will be based on applicable procedures in 1. through 6., to which total additional subcontract work up to an additional 10 percent may be allowed for the Contractor's overhead and profit.

ARTICLE 4. EQUITABLE ADJUSTMENT OF CONTRACT TERMS

The Contractor is entitled to an equitable adjustment of the contract terms whenever the following situations develop:

Differing Site Conditions:

- (1) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the Contractor, upon discovering such conditions, shall promptly notify the Contracting Officer in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

- (2) Upon written notification, the Contracting Officer will investigate the conditions, and if he/she determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Contracting Officer will notify the Contractor of his/her determination whether or not an adjustment of the contract is warranted.
- (3) No contract adjustment which results in a benefit to the Contract will be allowed unless the Contractor has provided the required written notice.
- (4) No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

Suspension of Work Ordered by the Contracting Officer:

- (1) If the performance of all or any portion of the work is suspended or delayed by the Contracting Officer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Contracting Officer in writing a request for equitable adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- (2) Upon receipt, the Contracting Officer will evaluate the Contractor's request. If the Contracting Officer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Contracting Officer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The Contracting Officer will notify the Contractor of his/her determination whether or not an adjustment of the contract is warranted.
- (3) No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.
- (4) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term of condition of this contract.

Significant Changes in the Character of Work:

- (1) The Contracting Officer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered.
- (2) If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Contracting Officer may determine to be fair and reasonable.

- (3) If the alterations or changes in quantities significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
- (4) The term "significant change" shall be construed to apply only to the following circumstances:
 - (a) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - (b) When an item of work is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in the case of a decrease below 75 percent, to the actual amount of work performed.

ARTICLE 5. TERMINATION-DELAYS—If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Contract, or any extension thereof, or fails to complete said work within specified time, the District may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work involving the delay. In such event the District may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plant as may have been paid for by the District or may be on the site of the work and necessary therefore. Whether or not the Contractor's right to proceed with the work is terminated, he and his sureties shall be liable for any liability to the District resulting from his refusal or failure to complete the work within the specified time.

If fixed and agreed liquidated damages are provided in the Contract and if the District does not so terminate the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed or accepted.

The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

1. The delay in the completion the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the District in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the District, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, climatic conditions beyond the normal which could be anticipated, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers (the term subcontractors or suppliers shall mean subcontractors or suppliers at any tier); and
2. The Contractor, within 10 days from the beginning of any such delay, (unless the Contracting Officer grants a further period of time before the date of final payment under the Contract) notifies the Contracting Officer in writing of the causes of delay.

The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time far completing the work when, in his judgment, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in Article 7 herein.

If, after notice of termination of the Contractor's right to proceed under the provisions of this Article, it is determined for any reason that the Contractor was not in default under the provisions of this Article, or that the delay was excusable under the provisions of this Article, the rights and

obligations of the parties shall be in accordance with Article 6 herein. Failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of Article 7 herein.

The rights and remedies of the District provided in this Article are in addition to any other rights and remedies provided by law or under the Contract.

The District may, by written notice, terminate the Contract or a portion thereof as a result of an Executive Order of the President of the United States with respect to the prosecution of war or in the interest of national defense. When the Contract is so terminated, no claim for loss of anticipated profits will be permitted.

ARTICLE 6. TERMINATION FOR CONVENIENCE OF THE DISTRICT

A. The performance of work under the Contract may be terminated by the District in accordance with this Article in whole, or in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the District. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

B. After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, the Contractor shall:

1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract as is not terminated.
3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
4. Assign to the District, in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the District shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
5. Settle all outstanding liabilities and all claims arising out of such termination of orders or subcontracts, with the approval or ratification of the Contracting Officer to the extent he may require, which approval or ratification shall be final for all purposes of this Article.
6. Transfer title to the District and deliver in the manner, at the times, and to the extent, if any, directed by the Contracting Officer:
 - a. The fabricated or unfabricated parts, work in progress, completed work, supplies, and other material procured as a part of, or acquired in connection with, the performance of the work terminated by the Notice of Termination, and
 - b. The completed, or partially completed plans, drawings information and other property which, if the Contract had been completed, would have been required to be furnished to the District.
7. Use his best efforts to sell, in the manner, at the terms, to the extent, and at the price or prices directed or authorized by the Contracting Officer, any property of the types referred to in 6 above provided, however, that the Contractor:
 - a. Shall not be required to extend credit to any purchaser, and

- b. May acquire any property under the conditions prescribed and at a price or prices approved by the Contracting Officer, and
 - c. Provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the District to the Contractor under the Contract or shall otherwise be credited to the price or cost of the work covered by the Contract or paid in such other manner as the Contracting Officer may direct.
- 8. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- 9. Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to the Contract which is in the possession of the Contractor and in which the District has or may acquire an interest.
- 10. The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the cost, or any item of reimbursable cost, under this Article.
- 11. "Plant clearance period" means, for each particular property classification (such as raw materials, purchased parts and work in progress) at any one plant or location, a period beginning with the effective date of the termination for convenience and ending 90 days after receipt by the Contracting Officer of acceptable inventory schedules covering all items of that particular property classification in the termination inventory at that plant or location, or ending on such later date as may be agreed to by the Contracting Officer and the Contractor. Final phase of a plant clearance period means that part of a plant clearance period which occurs after the receipt of acceptable inventory schedules covering all items of the particular property classification at the plant or location.

At any time after expiration of the plant clearance period, as defined above, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Contracting Officer, and may request the District to remove such items or enter into a storage agreement covering them. Not later than 15 days thereafter, the District will accept title to such items and remove them or enter into a storage agreement covering the same; provided, that the list submitted shall be subject to verification by the Contracting Officer upon removal of the items or, if the items are stored, within 45 days from the date of submission of the list, and any necessary adjustments to correct the list as submitted, shall be made prior to final settlement.

- C. After receipt of a Notice of Termination, the Contractor shall submit to the Contracting Officer his termination claim, in the form with the certification prescribed by the Contracting Officer. Such claim shall be submitted promptly but in no event later than one year from the effective date of termination, unless one or more extensions in writing are granted by the Contracting Officer upon request of the Contractor made in writing within such one year period or authorized extension thereof. However, if the Contracting Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such one year period or extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may, subject to any review required by the District's procedures in effect as of the date of execution of the Contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

D. Subject to the provisions of C above, and subject to any review required by the District's procedures in effect as of the date of execution of the Contract, the Contractor and Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this Article, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in E below prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Contracting Officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this Article, shall be deemed to limit, restrict or otherwise determine or effect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this paragraph.

E. In the event of the failure of the Contractor and the Contracting Officer to agree as provided in D above upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this Article, the Contracting Officer shall, subject to any review required by the District's procedures in effect as of the date of execution of the Contract, determine, on the basis of information available to him, the amount, if any, due the Contractor by reason of the termination and shall pay to the Contractor the amounts determined by the Contracting Officer, as follows, but without duplication of any amounts agreed upon in accordance with D above:

1. With respect to all Contract work performed prior to the effective date of the Notice of Termination, the total (without duplication of any items) of:

- a. The cost of such work;

- b. The cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in B 5. above, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor prior to the effective date of the Notice of Termination of work under the Contract, which amounts shall be included in the cost on account of which payment is made under E1.a. above; and

- c. A sum, as profit on E.1.a. above, determined by the Contracting Officer to be fair and reasonable; provided however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed under this subparagraph and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and provided further that profit shall be allowed only on preparations made and work done by the Contractor for the terminated portion of the Contract but may not be allowed on the Contractor's settlement expenses. Anticipatory profits and consequential damages will not be allowed. Any reasonable method may be used to arrive at a fair profit, separately or as part of the whole settlement.

2. The reasonable cost of the preservation and protection of property incurred pursuant to B.9; and any other reasonable cost incidental to termination of work under the Contract including expense incidental to the determination of the amount due to the Contractor as the result of the termination of work under the Contract.

- F. The total sum to be paid to me Contractor under E.1. above shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. Except for normal spoilage, and except to the extent that the District shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor under E.1. above, the fair value, as determined by the Contracting Officer, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the District, or to a buyer pursuant to B.7 above.
- G. The Contractor shall have the right of appeal, under Article 7 herein, from any determination made by the Contracting Officer under C. or E. above, except that, if the Contractor has failed to submit his claim within the time provided in C above and has failed to request extension of such time, he shall have no such right of appeal. In any case where the Contracting Officer has made a determination of the amount due under C. or E. above, the District shall pay to the Contractor the following:
1. If there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Contracting Officer, or
 2. If an appeal had been taken, the amount finally determined on such appeal.
- H. In arriving at the amount due the Contractor under this Article there shall be deducted:
1. all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of the Contract;
 2. any claim which the District may have against the Contractor in connection with the Contract; and
 3. the agreed price for, or the proceeds of sale of, any materials, supplies or other things kept by the Contractor or sold, pursuant to the provisions of this Article and not otherwise recovered by or credited to the District.
- I. If the termination hereunder be partial, prior to the settlement of the terminated portion of the Contract, the Contractor may file with the Contracting Officer a request in writing for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made at such price or prices; however, nothing contained herein shall limit the right of the District and the Contractor to agree upon the amount or amounts to be paid to the Contractor for the completion of the continued portion of the Contract when said Contract does not contain an established Contract price for such continued portion.
- J. The District may from time to time, under such terms and conditions as it may prescribe, make partial payments against costs incurred by the Contractor in connection with the terminated portion of the Contract whenever in the opinion of the Contracting Officer the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this Article, such excess Shall be payable by the Contractor to the District upon demand, together with interest computed at the rate of 6 percent per annum for the period from the date such excess is received by the Contractor to the date on which such excess is repaid to the District; provided however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition, or such later date as determined by the Contracting Officer by reason of the circumstances.

- K. Unless otherwise provided in the Contract or by applicable statute, the Contractor, from the effective date of termination and for a period of three years after final settlement under the Contract, shall preserve and make available to the District at all reasonable times at the office of the Contractor, but without direct charge to the District, all his books, records, documents and other evidence bearing on the costs and expenses of the Contractor under the Contract and relating to the work terminated hereunder, or, to the extent approved by the Contracting Officer, photographs and other authentic reproductions thereof.

ARTICLE 7. DISPUTES

- A. All disputes arising under or relating to this contract shall be resolved as provided herein.
- B. Claims by a Contractor against the District.

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

- (a) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision. The contractor's claim shall contain at least the following:

- (1) A description of the claim and the amount in dispute;
- (2) Any data or other information in support of the claim;
- (3) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
- (4) The Contractor's request for relief or other action by the Contracting Officer.

(b) The Contracting Officer may meet with the Contractor in a further attempt to resolve the claim by agreement.

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(c) For any claim of \$50,000 or less, the Contracting Officer shall issue a decision within sixty (60) days from receipt of a written request from a Contractor that a decision be rendered within that period.

(d) For any claim over \$50,000, the Contracting Officer shall issue a decision within ninety (90) days of receipt of the claim. Whenever possible, the Contracting Officer shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

(e) The Contracting Officer's written decision shall do the following:

- (1) Provide a description of the claim or dispute;
- (2) Refer to the pertinent contract terms;
- (3) State the factual areas of agreement and disagreement;
- (4) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
- (5) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
- (6) Indicate that the written document is the contracting officer's final decision; and
- (7) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

(f) Any failure by the Contracting Officer to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim, and

will authorize the commencement of an appeal to the Contract Appeals Board as authorized by D.C. Official Code § 2-309.04.

(g) (1) If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.

(2) Liability under paragraph (g)(1) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

(h) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D. C. Official Code § 2-309.04.

(i) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

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C. Claims by the District against a Contractor

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

(b) (1) All claims by the District against a Contractor arising under or relating to a contract shall be decided by the Contracting Officer.

(2) The Contracting Officer shall send written notice of the claim to the Contractor. The Contracting Officer's written decision shall do the following:

(a) Provide a description of the claim or dispute;

(b) Refer to the pertinent contract terms;

(c) State the factual areas of agreement and disagreement;

(d) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;

(e) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;

(f) Indicate that the written document is the Contracting Officer's final decision; and

(g) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

(3) The decision shall be supported by reasons and shall inform the Contractor of its rights as provided herein.

(4) The authority contained in this clause shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.

(5) This clause shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.

(c) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D.C. Official Code §2-309.04.

(d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

ARTICLE 8. PAYMENTS TO CONTRACTOR—The District will pay the contract price or prices as hereinafter provided in accordance with District and Federal regulations.

The District will make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates approved by the Contracting Officer. The Contractor shall furnish a breakdown of the total Contract price showing the amount included therein for each principal category of the work, in such detail as requested, to provide a basis for determining progress payments. In the preparation of estimates the Contracting Officer, at his discretion, may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site may also be taken into consideration:

1. If such consideration is specifically authorized by the Contract;
2. If the Contractor furnishes satisfactory evidence that he has acquired title to such material, that it meets Contract requirements and that it will be utilized on the work covered by the Contract; and
3. If the Contractor furnishes to the Contracting Officer an itemized list.

The Contracting Officer at his/her discretion shall cause to be withheld retention in an amount sufficient to protect the interest of the District of Columbia. The amount shall not exceed ten percent (10%) of the partial payment. However, if the Contracting Officer, at any time after 50 percent of the work has been completed, finds that satisfactory progress is being made, he may authorize any of the remaining progress payments to be made in full or may retain from such remaining partial payments less than 10 percent thereof. Also, whenever work is substantially complete, the Contracting Officer, if he considers the amount retained to be in excess of the amount adequate for the protection of the District, at his discretion, may release to the Contractor all or a portion of such excess amount. Furthermore, on completion and acceptance of each separate building, public work, or other division of the Contract, on which the price is stated separately in the Contract, payment may be made therefore without retention of a percentage, less authorized deductions.

All material and work covered by progress payments made shall thereupon become the sole property of the District, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work, or as waiving the right of the District to require the fulfillment of all of the terms of the Contract.

Upon completion and acceptance of all work, the amount due the Contractor under the Contract shall be paid upon presentation at a properly executed voucher and after the Contractor shall have furnished the District with a release, if required, of all claims against the District arising by virtue of the Contract, other than claims in stated amounts as may be specifically excepted by the Contractor from the operation of the release.

ARTICLE 9. TRANSFER OR ASSIGNMENT—Unless otherwise provided by law, neither the Contract nor any interest therein may be transferred or assigned by the Contractor to any other party without the written consent of the Contracting Officer nor without the written acceptance by the surety on the performance and payment bond securing the Contract of the assignee as the Contractor and the principal on such bond; and any attempted transfer or assignment not authorized by this Article shall constitute a breach of the Contract and the District may for such cause terminate the right of the Contractor to proceed in the same manner as provided in Article 5 herein, and the Contractor and his sureties shall be liable to the District for any excess cost occasioned the District thereby.

ARTICLE 10. MATERIAL AND WORKMANSHIP

- A. GENERAL**—Unless otherwise specifically provided in the Contract, all equipment, material and articles incorporated in the work covered by the Contract shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Contract, reference to any equipment, material, article or patented

process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition., and the Contractor may use any equipment, material, article or process which, in the judgment of the Contracting Officer, is equivalent to that named unless otherwise specified. The Contractor shall furnish to the Contracting Officer for his approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the mechanical and other equipment which the Contractor contemplates incorporating in the work. Machinery and equipment shall be in proper condition. When required by the Contract or when called for by the Contracting Officer, the Contractor shall furnish to the Contracting Officer for approval full information concerning the material or articles which he contemplates incorporating in the work. When so directed, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles installed or used without required approval shall be at the risk of subsequent rejection and subject to satisfactory replacement at Contractor's expense.

- B. SURPLUS MATERIALS USE**—Whenever specified in the Contract or authorized by the Contracting Officer that materials become the property of the Contractor, which by reference or otherwise shall include disposal of materials, it is understood that the Contractor accepts such materials “as is” with no further expense or liability to the District. If such material specified in the Contract will have a potential or real interest of value, the Contractor shall make allowance in the Contract to show such value.
- C. DISTRICT MATERIAL**—No materials furnished by the District shall be applied to any other use, public or private, than that for which they are issued to the Contractor. The full amount of the cost to the District of all materials furnished by the District to the Contractor and for which no charge is made, which are not accounted for by the Contractor to the satisfaction of the Contracting Officer, will be charged against the Contractor and his sureties and may be deducted from any monies due the Contractor, and this charge shall be in addition to and not in lieu of any other liabilities of the Contractor whether civil or criminal. Materials furnished by the District for which a charge is made at a rate mentioned in the specifications will be delivered to the Contractor upon proper requisitions therefore and will be charged to his account.
- D. Plant** —The Contractor shall at all times employ sufficient tools and equipment for prosecuting the various classes of work to full completion in the manner and time required. The Contractor shall at all times perform work in sufficient light and shall provide proper illumination, including lighting required for night work as directed, as a Contract requirement. All equipment, tools, formwork and staging used on the project shall be of sufficient size and in proper mechanical and safe condition to meet work requirements, to produce satisfactory work quality and to prevent injury to persons, the project or adjacent property. When methods and equipment are not prescribed in the Contract, the Contractor is free to use tools, methods and equipment that he satisfactorily demonstrates will accomplish the work in conformity with Contract requirements.

If the Contractor desires to use a method or type of tool or equipment other than specified in the Contract, he shall request approval to do so; the request shall be in writing and shall include a full description of proposed methods, tools and equipment and reason for the change or substitution. Approval of substitutions and changed methods will be on condition that the Contractor will be fully responsible for producing work meeting Contract requirements. If after trial use of the substituted methods, tools and equipment, the Contracting Officer determines that work produced does not meet Contract requirements, the Contractor shall complete remaining work with specified methods, tools and equipment.

- E. CAPABILITY OF WORKERS-** All work under the Contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require the Contractor to remove from the work any such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed by the Contracting Officer to be contrary to the public interest. Such request will be in writing:

- F. CONFORMITY OF WORK AND MATERIALS**—All work performed and materials and products furnished shall be in conformity, within indicated tolerances, with lines, grades, cross sections, details, dimensions, material and construction requirements shown or intended by the drawings and specifications.

When materials, products or work cannot be corrected, written notice of rejection will be issued. Rejected materials, products and work shall be eliminated from the project and acceptably replaced at Contractor's expense. The Contracting Officer's failure to reject any portion of the project shall not constitute implied acceptance nor in any way release the Contractor from Contract requirements.

- G. UNAUTHORIZED WORK AND MATERIALS**—Work performed or materials ordered or furnished for the project deviating from requirements without written authority, will be considered unauthorized and at Contractor's expense. The District is not obligated to pay for unauthorized work. Unauthorized work and materials may be ordered removed and replaced at Contractor's expense.

ARTICLE 11. INSPECTION AND ACCEPTANCE—Except as otherwise provided in the Contract, inspection and test by the District of material and workmanship required by the Contract shall be made at reasonable times and at the site of the work, unless the Contracting Officer determines that such inspection or test of material which is to be incorporated in the work shall be made at the place of production, manufacture or shipment of such material. To the extent specified by the Contracting Officer at the time of determining to make off-site inspection or test, such inspection or test shall be conclusive as to whether the material involved conforms to Contract requirements. Such off-site inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the District after acceptance of the completed work under the terms of the last paragraph of this Article, except as herein above provided.

The Contractor shall, without charge, replace any material and correct any workmanship found by the District not to conform to Contract requirements, unless in the public interest the District consents to accept such material or workmanship with an appropriate adjustment in Contract price. The Contractor shall promptly segregate and remove rejected material from the premises at Contractor's expense.

If the Contractor does not promptly replace rejected material or correct rejected workmanship, the District:

1. May, by contract or otherwise, replace such material and correct such workmanship and charge the cost thereof to the Contractor, or
2. May terminate the Contractor's right to proceed in accordance with Article 5 herein.

The Contractor shall furnish promptly, without additional cost to the District, all facilities, labor and material reasonably needed for performing such safe and convenient inspection and test as may be required by the Contracting Officer. All inspections and tests by the District shall be performed in such manner as not unnecessarily to delay the work. Special, full size, and performance tests shall be performed as described in the Contract. The Contractor shall be charged with any additional cost of inspection when material and workmanship are not ready for inspection at the time specified by the Contractor.

Should it be considered necessary or advisable by the Contracting Officer at any time before acceptance of the work, either in part or in its entirety, to make an examination of work completed, by removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary facilities, labor and material to do same. If such work is found to be defective or nonconforming in any material respect, due to the fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, an equitable adjustment shall be made in the Contract price

to compensate the Contractor for the additional services involved in such examination and reconstruction and, if completion of the work has been delayed thereby, he shall, in addition, be granted an equitable extension of time.

Unless otherwise provided in the Contract, acceptance by the District will be made as promptly as practicable after completion and inspection of all work required by the Contract. Acceptance shall be final and conclusive except as regards to latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the District's rights under any warranty or guaranty.

ARTICLE 12. SUPERINTENDENCE BY CONTRACTOR—The Contractor shall give his personal superintendence to the performance of the work or have a competent foreman or superintendent, satisfactory to the Contracting Officer, on the work site at all times during progress, with authority to act for him.

ARTICLE 13. PERMITS AND RESPONSIBILITIES—The Contractor shall, without expense to the District, be responsible for obtaining any necessary licenses, certificates and permits, and for complying with any applicable Federal, State, and Municipal laws, codes and regulations, in connection with the prosecution of the work. He shall be similarly responsible for all damages to persons or property that occurs as a result of his fault or negligence. He shall take proper safety, health and environmental precautions to protect the work, the workers, the public, and the property of others. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction thereof which theretofore may have been accepted.

ARTICLE 14. INDEMNIFICATION—The Contractor shall indemnify and save harmless the District and all of its officers, agents and servants against any and all claims or liability arising from or based on, or as a consequence or result of, any act, omission or default of the Contractor, his employees, or his subcontractors, in the performance of, or in connection with, any work required, contemplated or performed under the Contract.

ARTICLE 15. PROTECTION AGAINST TRESPASS—Except as otherwise expressly provided in the Contract, the Contractor is authorized to refuse admission either to the premises or to the working space covered by the Contract to any person whose admission is not specifically authorized in writing by the Contracting Officer.

ARTICLE 16. CONDITIONS AFFECTING THE WORK

- A. GENERAL**—The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work and the cost thereof. Any failure by the Contractor to do so will not relieve him from responsibility for successfully performing the work as specified without additional expense to the District. The District assumes no responsibility for any understanding or representation concerning conditions made by any of its officers or agents prior to the execution of the Contract, unless such understanding or representation by the District is expressly stated in the Contract.
- B. WORK AND STORAGE SPACE**—Available work and storage space designated by the District shall be developed as required by the Contract or restored at completion of the project by the Contractor to a condition equivalent to that existing prior to construction. No payment will be made for furnishing or restoration of any work and storage space. If no area is designated or the area designated is not sufficient for the Contractor's operations, he shall obtain necessary space elsewhere at no expense or liability to the District.
- C. WORK ON SUNDAYS, LEGAL HOLIDAYS AND AT NIGHT**—No work shall be done at any time on Sundays or legal holidays or on any other day before 7 a.m. or after 7 p.m., except with the written permission of the Contracting Officer and pursuant to the requirements of the Police Requirements of the District.
- D. EXISTING FEATURES**—Subsurface and topographic information including borings data, utilities data and other physical data contained in the Contract or otherwise available, are

not intended as representations or warranties but are furnished as available information. The District assumes no expense or liability for the accuracy of, or interpretations made from, existing features. The Contractor shall be responsible for reasonable consideration of existing features above and below ground which may affect the project.

- E. UTILITIES AND VAULTS**—The Contractor shall take necessary measures to prevent interruption of service or damage to existing utilities within or adjacent to the project. It shall be the Contractor's responsibility to determine exact locations of all utilities in the field.

For any underground utility or vault encountered, the Contractor shall immediately notify the Contracting Officer and take necessary measures to protect the utility or vault and maintain the service until relocation by owner is accomplished. No additional payment will be made for the encountering of these obstructions.

In case of damage to utilities by the Contractor, either above or below ground, the Contractor shall restore such utilities to a condition equivalent to that which existed prior to the damage by repairing, rebuilding or otherwise restoring as may be directed, at the Contractor's sole expense. Damaged utilities shall be repaired by the Contractor or, when directed by the Contracting Officer, the utility owner will make needed repairs at the Contractor's expense.

No compensation, other than authorized time extensions, will be allowed the Contractor for protective measures, work interruptions, changes in construction sequence, changes in methods of handling excavation and drainage or changes in types of equipment used, made necessary by existing utilities, imprecise utility or vault information or by others performing work within or adjacent to the project.

- F. SITE MAINTENANCE**—The Contractor shall maintain the project site in a neat and presentable manner throughout the course of all operations, and shall be responsible for such maintenance until final acceptance by the District. Trash containers shall be furnished, maintained and emptied by the Contractor to the satisfaction of the Contracting Officer. Excavated earthwork, stripped forms and all other materials and debris not scheduled for reuse in the project shall be promptly removed from the site.

The Contracting Officer may order the Contractor to clean up the project site at any stage of work at no added expense to the District. If the Contractor fails to comply with this order, the Contracting Officer may require the work to be done by others and the costs will be charged to the Contractor.

Upon completion of all work and prior to final inspection, the Contractor shall clean up and remove from the project area and adjacent areas all excess materials, equipment, temporary structures, and refuse, and restore said areas to an acceptable condition.

- G. PRIVATE WORK**—Except as specifically authorized by the Contracting Officer, the Contractor shall not perform any private work abutting District projects with any labor, materials, tools, equipment, supplies or supervision scheduled for the Contract until all work under the Contract has been completed. Contract materials used for any unauthorized purpose shall be subtracted from Contract amount.

- H. DISTRICT OF COLUMBIA NOISE CONTROL ACT OF 1977**—The contractor shall be in strict compliance with D.C. Law 2-53, District of Columbia Noise Control Act of 1977 and all provisions thereof. Effective March 16, 1978. 24 D.C. Register 5293.

ARTICLE 17. OTHER CONTRACTS—The District may undertake or award other contracts for additional work and the Contractor shall fully cooperate with such other contractors and District employees and carefully coordinate his own work with such additional work as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by District employees. The District assumes no liability, other than authorized time extensions, for Contract delays and damages resulting from delays and lack of progress by others.

ARTICLE 18. PATENT INDEMNITY—Except as otherwise provided, the Contractor agrees to indemnify the District and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any Letters Patent of the United States (except Letters Patent issued upon an application which is now or may hereafter be, for reasons of national security, ordered by the Federal Government to be kept classified or otherwise withheld from issue) arising out of the performance of the Contract or out of the use or disposal, by or for the account of the District, of supplies furnished or construction work performed hereunder.

ARTICLE 19. ADDITIONAL BOND SECURITY—If any surety upon any bond furnished in connection with the Contract becomes unacceptable to the District, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by the District, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the District and of persons supplying labor or materials in the prosecution of the work contemplated by the Contract. Provided that upon the failure of the Contractor to furnish such additional security within ten (10) days after written notice so to do, all payments under the Contract will be withheld until such additional security is furnished.

ARTICLE 20. COVENANT AGAINST CONTINGENT FEES—The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the District shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 21. APPOINTMENT OF ATTORNEY—The Contractor does hereby irrevocably designate and appoint the Clerk of the Superior Court of the District of Columbia and his successors in office as the true and lawful attorney of the Contractor for the purpose of receiving service of all notices and processes issued by any court in the District, as well as service of all pleadings and other papers, in relation to any action or legal proceeding arising out of or pertaining to the Contract or the work required or performed hereunder.

The Contractor expressly agrees that the validity of any service upon the said Clerk as herein authorized shall not be affected either by the fact that the Contractor was personally within the District and otherwise subject to personal service at the time of such service upon the said Clerk or by the fact that the Contractor failed to receive a copy of such process, notice, pleading or other paper so served upon the said Clerk, provided that said Clerk shall have deposited in the United States mail, certified and postage prepaid, a copy of such process, notice, pleading or other papers addressed to the Contractor at the address stated in the Contract.

ARTICLE 22. DISTRICT EMPLOYEES NOT TO BENEFIT — Unless a determination is made as provided herein, no officer or employee of the District will be admitted to any share or part of this contract or to any benefit that may arise therefrom, and any contract made by the Contracting Officer or any District employee authorized to execute contracts in which they or an employee of the District will be personally interested shall be void, and no payment shall be made thereon by the District or any officer thereof, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. A District employee shall not be a party to a contract with the District and will not knowingly cause or allow a business concern or other organization owned or substantially owned or controlled by the employee to be a party to such a contract, unless a written determination has been made by the head of the procuring agency that there is a compelling reason for contracting with the employee, such as when the District's needs cannot reasonably otherwise be met. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code, section 2-310.01, and Chapter 18 of the DC Personnel Regulations) The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

ARTICLE 23. WAIVER—No waiver of any breach of any provision of the Contract shall operate as a waiver of such provision or of the Contract or as a waiver of subsequent or other breaches of the same or any other provision of the Contract; nor shall any action or non-action by the Contracting Officer or by the Mayor be construed as a waiver of any provision of the Contract or of any breach thereof unless the same has been expressly declared or recognized as a waiver by the Contracting Officer or the Mayor in writing.

ARTICLE 24. BUY AMERICAN

- A. AGREEMENT**—In accordance with the Buy American Act (41 USC 10a-10d), and Executive Order 10582, December 17, 1954 (3 CFR, 1954-58 Comp., p. 230), as amended by Executive Order 11051, September 27, 1962 (3 CFR, 1059—63 Comp., p. 635), the Contractor agrees that only domestic construction material will be used by the Contractor, subcontractors, material men and suppliers in the performance of the Contract, except for non-domestic material listed in the Contract.
- B. DOMESTIC CONSTRUCTION MATERIAL**—"Construction material" means any article, material or supply brought to the construction site for incorporation in the building or work. An unmanufactured construction material is a "domestic construction material" if it has been mined or produced in the United States. A manufactured construction material is a "domestic construction material" if it has been manufactured in the United States and if the cost of its components which have been mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. "Component" means any article, material, or supply directly incorporated in a construction material. -
- C. DOMESTIC COMPONENT**—A component shall be considered to have been "mined, produced, or manufactured in the United States" regardless of its source, in fact, if the article, material or supply in which it is incorporated was manufactured in the United States and the component is of a class or kind determined by the District to be not mined, produced or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality.
- D. FOREIGN MATERIAL** – When steel materials are used in a project a minimal use of foreign steel is permitted. The cost of such materials can not exceed one-tenth of one percent of the total project cost, or \$2,500,000, whichever is greater.

ARTICLE 25. TAXES

- A. FEDERAL EXCISE**—Materials, supplies and equipment are not subject to the Federal Manufacturer's Excise Tax, if they are furnished or used in connection with the Contract provided that title to such materials, supplies and equipment passes to the District under the Contract. The Contractor shall in such cases furnish his subcontractors and suppliers with a purchaser's certificate in the form prescribed by the U.S. Internal Revenue Service.
- B. SALES AND USE TAXES**—Materials which are physically incorporated as a permanent part of real property are not subject to District of Columbia Sales and Use Tax. The Contractor shall, when purchasing such materials, furnish his suppliers with a Contractor's Exempt Purchase Certificate in the form prescribed in the Sales and Use Tax Regulations of the District of Columbia. Where the Contractor, subcontractor or material man has already paid the Sales and Use Tax on material, as prescribed above, the Sales and Use Tax Regulations of the District of Columbia permit the Contractor, subcontractor or material man to deduct the sales or use tax on the purchase price of the same on his next monthly return as an adjustment. However, the Contractor, subcontractor or material man must satisfy the Chief Financial Officer for the District of Columbia that no sum in reimbursement of such tax was included in the Contract or else that the District has received a credit under the Contract in an amount equal to such tax.

District of Columbia Sales and Use Tax shall be paid on any material and supplies, including equipment rentals, which do not become a physical part of the finished project. (See District of Columbia Sales and Use Tax Administration Ruling No. 6).

The Contractor, subcontractor, or material supplier shall provide proof of compliance with the provisions of D.C. Law 9-260, as amended, codified in D.C. Code 46-103, Employer Contributions, prior to award.

Material and supplies required under contracts relating to Glenn Dale Hospital, Glenn Dale, Maryland, and Children's Center, Laurel, Maryland, are subject to the Maryland State Sales and Use Tax, effective July 1, 1968. BIDDERS SHALL INCLUDE SUCH TAX IN THEIR BIDS. Contracts relating to Department of Corrections, Lorton, Virginia, are subject to the Virginia Retail Sales and Use Tax, effective September 1, 1966, when incorporated in public works contracts of the District. BIDDERS SHALL INCLUDE SUCH TAX IN THEIR BIDS.

The Contractor, subcontractor, or material supplier shall provide proof of compliance with the applicable tax filing and licensing requirements set forth in D.C. Code, Title 47, Taxation and Fiscal Affairs, prior to contract award.

ARTICLE 26. SUSPENSION OF WORK—The Contracting Officer may order the Contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the District.

If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed or interrupted by an act of the Contracting Officer in the administration of the Contract, or by his failure to act within the time specified in the Contract (or if no time is specified, within a reasonable time), an adjustment will be made for an increase in the cost of performance of the Contract (excluding profit) necessarily caused by such unreasonable suspension, delay or interruption and the Contract modified in writing accordingly. However, no adjustment will be made under this Article for any suspension, delay or interruption to the extent:

1. That performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the contractor, or
2. For which an equitable adjustment is provided or excluded under any other provision of the Contract.

No claim under this Article shall be allowed:

1. For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and
2. Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the Contract.

ARTICLE 27. SAFETY PROGRAM

- A. GENERAL**—In order to provide safety controls for the protection of the life and health of District and Contract employees and the general public; prevention of damage to property, materials, supplies, and equipment; and for avoidance of work interruptions in the performance of the Contract, the Contractor shall comply with all applicable Federal and local laws governing safety, health and sanitation including the Safety Standards, Rules and Regulations issued by the American National Standards, U. S. Department of Labor, U. S. Department of Health and Human Services, D. C. Minimum Wage and Industrial Safety Board and the latest edition of "Manual of Uniform Traffic Control Devices" issued by the Federal Highway Administration.

The Contractor shall also take or cause to be taken such additional safety measures as the Contracting Officer may determine to be reasonably necessary.

The Contractor shall designate one person to be responsible for carrying out the Contractor's obligation under this Article.

The Contractor shall maintain an accurate record of all accidents resulting in death, injury, occupational disease, and/or damage to property, materials, supplies, and equipment incident to work performed under the Contract. Copies of these reports shall be furnished to the Contracting Officer within two working days after occurrence.

The Contracting Officer will notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

This Article is applicable to all subcontractors used under the Contract and compliance with these provisions by the subcontractors will be the responsibility of the Contractor.

(In Contracts involving work of short duration or of non-hazardous character, the following Section B. will be deleted by Special Provision)

B. CONTRACTOR'S PROGRAM SUBMISSION—Prior to commencement of the work, the Contractor shall:

1. Submit in writing to the Contracting Officer for his approval his program for complying with this Article for accident prevention.
2. Meet with the Contracting Officer's Safety Representative after submission of the above program to develop a mutual understanding relative to the administration of the overall safety program.

ARTICLE 28. RETENTION OF RECORDS—Unless otherwise provided in the Contract, or by applicable statute, the Contractor, from the effective date of Contract completion and for a period of three years after final settlement under the Contract, shall preserve and make available to the District at all reasonable times at the office of the Contractor but without direct charge to the District, all his books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under the Contract.

ARTICLE 29. RECOVERY OF DEBTS OWED THE DISTRICT---The Contractor hereby agrees that the District may use all or any portion of any consideration or refund due the Contractor under the Contract to satisfy, in whole or part, any debt due the District.

**LABOR PROVISIONS
(Construction Contract)**

ARTICLE 1. DAVIS-BACON ACT (40 USC 276a-276a 7) —Each Contractor and subcontractor at any tier contracting for any part of Contract work in excess of \$2,000 for construction alteration, and/or repair, including painting and decorating of public buildings and public works and which requires or involves the employment of mechanics and/or laborers shall be subject to the Davis-Bacon Act provisions as follows:

A. MINIMUM WAGES—

1. All mechanics and laborers employed or working upon the site of the work or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the United States Department of Labor, hereinafter referred to as the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such Laborers and mechanics; and the wage determination decision shall be posted by the contractor at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or costs reasonably anticipated under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv). Also for the purpose of this clause; regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.
2. The contracting officer shall require that any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination and a report of the action taken shall be sent by the Contracting Officer to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics, including apprentices and trainees, to be used, the question accompanied by the recommendation of the Contracting Officer shall be referred to the Secretary for final determination.
3. The Contracting Officer shall require, whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Contracting Officer, shall be referred to the Secretary of Labor for determination.
4. If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this contract: Provided, however, The Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the

contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

B. WITHHOLDING.—The Contracting Officer may withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices and trainees, employed by the contractor or any subcontractor on the work the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice or trainee, employed or working on the site of the work or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project, all or part of the wages required by the contract, the District may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

C. PAYROLLS AND BASIC RECORDS. —

1. Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work, or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project. Such records will contain the name and address of each such employee, his correct classification, rates of pay. (including rates of contributions or costs anticipated of the types described in section I(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(I) (iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing, to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
2. The contractor will submit weekly a copy of all payrolls to the Contracting Officer if the agency is a party to the contract, but if the agency is not such a party the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Contracting Officer. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work he performed. A submission of a "Weekly Statement of Compliance" which is required under this contract and the Copeland regulations of the Secretary of Labor (29 CFR, Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under 29 CFR 5.5(a)(1)(iv) shall satisfy this requirement. The prime contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The contractor will make the records required under the labor standards clauses of the contract available for inspection by authorized representatives of the District and the Department of Labor, and will permit such representatives to interview employees during working hours on the job. Contractors employing apprentices or trainees under approved programs shall include a notation on the first weekly certified payrolls submitted to the Contracting Officer that their employment is pursuant to an approved program and shall identify the program.

ARTICLE 2. CONVICT LABOR (18 USC 438)—Convict labor shall not be used on Contract work unless otherwise provided by law.

ARTICLE 3. APPRENTICES AND TRAINEES

- A. APPRENTICES**—Apprentices shall be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with the Apprenticeship Council, D.C. Department of Labor. The allowance ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor a to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in Section B. of this Article or is not registered as above, shall be paid the wage rate determined by the Secretary of Labor or the classifications of work he actually performed. The Contractor and Subcontractor shall furnish to the Contracting Officer written evidence of the registration of his appropriate ratios and wage rates for the areas of construction, prior to using any apprentice on the Contract.
- B. TRAINEES**—Trainees will be permitted to work as such when they are bona fide trainees employed pursuant to a program approved by the Contracting Officer and Apprenticeship Council, D.C. Department of Labor.
- C. REQUIREMENTS**—The Contractor agrees to hire for the performance of the Contract a number of apprentices or trainees or both, in each occupation, which bears to the average number of the journeymen in that occupation to be employed in the performance of the Contract the applicable ratios as determined by the Apprenticeship Council, D. C. Department of Labor.
1. The Contractor shall assure that 25 percent of such apprentices or trainees in each occupation are in their first year of training, when feasible. Feasibility here involves a consideration of:
 - a. The availability of training opportunities for first year apprentices;
 - b. The hazardous nature of the work for beginning workers;
 - c. Excessive unemployment of apprentices in their second and subsequent years of training.
 2. The Contractor shall maintain records of employment, by trade, of the number of apprentices and trainees, apprentices and trainees by first year of training, and of journeymen, and the wages paid and hours of work of such apprentices, trainees and journeymen. The Contractor shall make these records available for inspection upon request of the Contracting Officer and the Apprenticeship Council, D. C. Department of Labor.
 3. The Contractor who claims compliance based on the criterion stated in 29 CFR5.a. agrees to maintain records of employment as described in 29 CFR5.a..3(a)(2) on non-governmental and non-governmentally assisted construction work done during the performance of the Contract in the same labor market area. The Contractor shall make these records available for inspection upon request of the Contracting Officer and the Apprenticeship Council, D. C. Department of Labor.
 4. The Contractor agrees to supply one copy of the written notices as required in accordance with 29 CFR. 5.a.4(c) at the request of the Contracting Officer. The Contractor shall supply at 3 month intervals during performance of the Contract and after completion of the Contract performance a statement containing a breakdown by craft of hours worked and wages paid for first year apprentices and trainees, other apprentices and trainees, and journeymen. Two copies of the statement shall be submitted to the Contracting Officer, who will submit a copy to the Apprenticeship Council, D. C. Department of Labor.

5. Section 5, D. C. Law 2—156, AC] 2—325, dated December 29, 1978, is hereby incorporated as part of this Amendment as follows:

“All prime contractors and subcontractors who contract with the District of Columbia Government to perform construction or renovation work with a single contract or cumulative contracts of at least \$500,000, let within a twelve (12) month period, shall be required to register an apprenticeship program with the District of Columbia Apprenticeship Council.” 25 D.C. Register 6991.

ARTICLE 4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 USC 327- 330)

- A. OVERTIME BASIS**—Each Contractor and subcontractor at any tier contracting for any part of Contract work which may require or involve the employment of laborers, mechanics, watchmen or guards, apprentices or trainees shall not require or permit any laborer, mechanic, watchman or guard, apprentice or trainee in any workweek in which he is employed on such work, to work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such workweek unless such laborer, mechanic, watchman or guard, apprentice or trainee receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such workweek, as the case may be.
- B. LIABILITY FOR UNPAID WAGES**—In the event of violation of the provisions of Section A, the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the District for Liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman or guard, apprentice or trainee employed in violation of any provision of Section A, in the amount of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight (8) hours or in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by Section A.

The Contracting Officer may withhold or cause to be withheld from the Contractor such sums as administratively determined to satisfy any liability of the Contractor and subcontractors for unpaid wages and liquidated damages as herein provided. In the event of failure to pay any laborer, mechanic, watchman, or guard, apprentice or trainee employed or working on the work site, all or part of the wages required by the Contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds until such violations have ceased.

- C. DISPUTES**—Any Contractor or subcontractor aggrieved by the withholding of a sum as liquidated damages as provided shall have the right, within sixty (60) days thereafter, to appeal to the Contracting Officer in the case of liquidated damages withheld for the use and benefit of the District. The Contracting Officer shall have authority to review the administrative determination of liquidated damages and to issue a final order affirming such determination; or if it is found that the sum determined is incorrect or that the Contractor or subcontractor violated these Labor Provisions inadvertently notwithstanding the exercise of due care on his part and that of his agents, recommendations may be made to the Secretary of Labor that an appropriate adjustment in liquidated damages be made, or that the Contractor or subcontractor be relieved of liability for such liquidated damages. The Secretary will review all pertinent facts in the matter and may conduct such investigation as he deems necessary so as to affirm or reject the recommendation. The decision of the Secretary shall be final. In all such cases in which a Contractor or subcontractor may be aggrieved by a final order for the withholding of liquidated damages as herein before provided, the Contractor or subcontractor may, within sixty (60) days after such final order, file a claim per Article 7 of the General Provisions, provided, however, that final orders of the Contracting Officer or the Secretary of Labor as the case may be, shall be conclusive with respect to findings of fact if such findings are supported by substantial evidence.

- D. VIOLATION PENALTY**—If the Contractor or subcontractor who employs, directs & controls any laborer or mechanic employed in the performance of any work contemplated by the Contract, shall intentionally violate any provision herein, he shall be deemed guilty of a misdemeanor, and for each and every such offense shall, upon conviction, be punished by a fine of not to exceed \$1,000 or by imprisonment for not more than six (6) months, or by both such fine and imprisonment, in the discretion of the court having jurisdiction thereof (Section 106 Title 1, P.L. 87—851, 40 USC Sec. 332, 76 Stat. 359).
- E. HEALTH AND SAFETY STANDARDS**—It is a condition. of the Contract, and shall be made a condition of each subcontract under the Contract, that the Contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the Contract to work in surroundings or wider working condition which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards per 29 CFR Part 1518.

The Secretary of Labor is authorized to make such inspections, hold such hearings, issue such orders, and make such decisions based on findings of fact, as are deemed necessary to gain compliance with this Section and any health and safety standard promulgated by the Secretary. In the event that the Secretary of Labor determines non-compliance under the provisions of this Section after an opportunity for an adjudicatory hearing by the Secretary of any condition of the Contract, the District shall have the right to cancel the Contract, and to enter into other contracts for the completion of the Contract work, charging any additional cost to the Contractor.

ARTICLE 5. COPELAND ACT (18 USC 874, and 40 USC 276c) - Each Contractor and subcontractor at any tier contracting for any part of Contract work in excess of \$2,000.00 shall be subject to the Copeland Act provisions as follow:

- A. DEFINITION**—As used in this Article, the term “employee” shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.
- B. WEEKLY COMPLIANCE STATEMENT**—The Contractor and each subcontractor engaged in the construction, prosecution, completion or repair of any public building or public work shall furnish each week a statement with respect to the wages paid each of his employees engaged on work covered by these Labor Provisions during the preceding weekly payroll period. The statement shall be executed by the Contractor or subcontractor, or by an authorized officer or employee of the Contractor or subcontractor, who supervises the payment of wages, and shall be on the form attached at the end of these Labor Provisions and entitled “Weekly Statement of Compliance” (Form No. DC 2640-11).

Each weekly statement required shall be delivered by the Contractor or subcontractor, within seven (7) days after regular payment date of the payroll period, to a representative of the Contracting Officer in charge at the site of the building or work. After each examination and check as may be made, such statement, or copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the US. Department of Labor.

Upon a written finding by the Contracting Officer, the Secretary of Labor may provide reasonable limitations, variations, tolerances and exemptions from the requirements of this Section subject to such conditions as the Secretary of Labor may specify.

- C. PAYROLLS AND RECORDS**—The Contractor and each subcontractor shall preserve his weekly payroll records for a period of three (3) years from date of completion of the Contract. The payroll records shall set out accurately and completely the name, address- and Social Security Number of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the Contracting Officer, and by authorized representatives of the U.S. Department of Labor.

D. PAYROLL DEDUCTIONS NOT SUBJECT TO SECRETARY OF LABOR APPROVAL—

Deductions made under the circumstances or in the situations described in paragraphs of this Section may be made without application to and approval at the Secretary of Labor:

1. Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.
2. Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.
3. Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the Contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.
4. Any deduction constituting a contribution on behalf of the person employed to funds established by the employer, or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities or retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, that the following standards are met:
 - a. The deduction is not otherwise prohibited by law;
 - b. it is either voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or provided for in a bona fide collective bargaining agreement between the Contractor or subcontractor and representatives of his employees;
 - c. No profit or other benefit is otherwise obtained, directly or indirectly, by the Contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and
 - d. The deductions - shall serve the convenience and interest of the employee.
5. Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.
6. Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal, State and District credit union statutes.
7. Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.
8. Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

9. Any deduction to pay regular union initiation fees and membership dues, not including fines or special assessments; provided, however, that a collective bargaining agreement between the Contractor or subcontractor and representatives of his employees provides for such deductions and the deductions are not otherwise prohibited by law.

10. Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of Section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of said title. When such a deduction is made the additional records required under 516.25(a) of this title shall be kept.

E. PAYROLL DEDUCTIONS SUBJECT TO SECRETARY OF LABOR APPROVAL—The Contractor and any subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Section D. The Secretary may grant permission whenever he finds that:

1. The Contractor, subcontractor or any affiliated person does not make a profit or benefit directly from the deduction, either in the form of a commission, dividend or otherwise;
2. The deduction, is not otherwise prohibited by law;
3. The deduction is either:
 - a. voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or
 - b. provided for in a bona fide collective bargaining agreement between the Contractor or subcontractor and representatives of its employees; and
4. The deduction services the convenience and interest of the employee.

F. APPLICATIONS FOR SECRETARY OF LABOR APPROVAL—Any application for the making of payroll deductions under Section E. shall comply with the requirements prescribed in Paragraphs 1 through 5:

1. The application shall be in writing and shall be addressed to the Secretary of Labor.
2. The application shall identify the Contract under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.
3. The application shall state affirmatively that there is compliance with the standards set forth in Section B. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.
4. The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages proposed deduction would be made.
5. The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

G. ACTION BY SECRETARY OF LABOR UPON APPLICATIONS—The Secretary will decide whether or not the requested deduction is permissible under provisions of Section B, and shall notify the applicant in writing of his decision.

H. PROHIBITED PAYROLL DEDUCTIONS—Deductions not elsewhere stipulated and which are not found to be permissible under Section B are prohibited.

- I. METHODS OF PAYMENT OF WAGES**—The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible. No other methods of payment shall be recognized on work subject to the Copeland Act.

ARTICLE 6. RESERVED

ARTICLE 7. NONSEGREGATED FACILITIES—The Contractor certifies that he does not and will not maintain or provide for his employees any segregated facility at any of his establishments; that he does not and will not permit his employees to perform their services at any location under his control where segregated facilities are maintained; and that he will obtain and retain identical certifications from proposed subcontractors prior to award or subcontracts.

“Segregated facilities” shall mean any waiting room, work area, wash and rest rooms, restaurant and other eating area, time clock, locker room and other storage or dressing area, parking lot, drinking fountain, recreation or entertainment area, transportation and housing facility, provided for employees which is segregated by explicit directive or is segregated on the basis of race, color, age, sex, religion or national origin, because of habit, local custom or otherwise. Penalty for violation or making false statements is prescribed in 18 USC 1001.

**DISTRICT OF COLUMBIA
WEEKLY STATEMENT OF COMPLIANCE
(Construction)**

Project No. Invitation No.	Contract No.	Date
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WAGES AND HOURS

	Total This Period	Total To Date
Straight Time Hours Worked		
Overtime Hours Worked		
Overtime and Straight Time Hours Combined		
Wages Earned		

I, _____, _____
(Name of signatory party) (Title)

do hereby state

(1) That I pay or supervise the payment of the persons employed by _____

_____ on the _____ day of _____, 19____;

(Contractor or Subcontractor) (Building or Work)
 that during the payroll period commencing on the _____ day of _____,

19____, and ending on the _____ day of _____, 19____, all persons employed on said project have been paid full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____

(Contractor or Subcontractor)
 from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in 29 CFR Part 3 issued by the Secretary of Labor under the Copeland Act as amended (48 Stat. 948; 63 Stat. 108; 72 Stat. 967; 76 Stat. 537; 40 USC 276c), and described below:

(2) That any payroll otherwise under the Contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the Contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentice employed in the above period is duly registered in a bona fide apprenticeship program registered with the Bureau of Apprenticeship Training, U.S. Department of Labor.

NOTE—Fringe Benefits Statement and Signature Block are on reverse.

Form No. DC 2640-11

[illegible]

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYOR



DR. UNIQUE MORRIS-HUGHES
DIRECTOR

LIVING WAGE ACT FACT SHEET

The Living Wage Act of 2006, D.C. Code §§ 2-220.01 – 2-220.11, provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing), in the amount of \$100,000 or more, shall pay affiliated employees wages at no less than the current living wage rate.

Effective January 1, 2024 until June 30, 2024, the living wage rate is \$17.05 per hour.

Effective July 1, 2024, the District's Minimum Wage and Living Wage will increase to \$17.50 per hour.

Subcontractors of D.C. government contractors, who receive \$15,000 or more from the contract, and subcontractors of the recipients of government assistance, who receive \$50,000 or more from the assistance, are also required to pay their affiliated employees no less than the current living wage rate.

“Affiliated employee” means any individual employed by a recipient who receives compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or a contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the government assistance or contract, or who are otherwise employed by the contractor, recipient or subcontractor.

Exemptions – The following contracts and agreements are exempt from the Living Wage Act:

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District's current living wage, the contractor must pay the higher of the two rates);
2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current living wage;
3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
4. Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services, provided that the trainees do not replace employees subject to the Living Wage Act;

6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that students not replace employees subject to the Living Wage Act;
7. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District of Columbia;
8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to Section 501 (c) (3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68 A Stat. 163; 26. U.S.C. §501(c)(3));
9. Medicaid provider agreements for direct care services to Medicaid recipients, **provided, that** the direct care service is not provided through a home care agency, a community residence facility, or a group home for persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983; D.C. Official Code § 44-501; and
10. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Enforcement

The Department of Employment Services (DOES) Office of Wage-Hour and the D.C. Office of Contracting and Procurement share monitoring responsibilities.

Home Care Final Rule: The Department of Labor extended overtime protections to home care workers and workers who provide companionship services. Employers within this industry are now subject to recordkeeping provisions.

If you learn that a contractor subject to this law is not paying at least the current living wage, you should report it to the contracting officer. If you believe that your employer is subject to this law and is not paying at least the current living wage, you may file a complaint with the DOES Office of Wage - Hour, located at 4058 Minnesota Avenue, N.E. Suite 3600, Washington, D.C. 20019, call (202) 671-1880, or file your claim on-line: www.does.dc.gov. Go to “File a Claim” tab.

For questions and additional information, contact the Office of Contracting and Procurement at (202) 727-0252 or the Department of Employment Services on (202) 671-1880.

Please note: *This fact sheet is for informational purposes only as required by Section 106 of the Living Wage Act. It should not be relied on as a definitive statement of the Living Wage Act or any regulations adopted pursuant to the law.*

THE LIVING WAGE ACT OF 2006

D.C. Code §§ 2-220.01 – 2-220.11

Recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage.

Effective January 1, 2024, until June 30, 2024, the living wage rate is \$17.05 per hour.

Effective July 1, 2024, the District's Minimum Wage and Living Wage will increase to \$17.50.

The requirement to pay a living wage applies to:

- All recipients of contracts in the amount of \$100,000 or more, and all subcontractors that receive \$15,000 or more from the funds received by the recipient from the District of Columbia, and
- All recipients of government assistance in the amount of \$100,000 or more, and all subcontractors of these recipients that receive \$50,000 or more from the government assistance received by the recipient from the District of Columbia.

“Contract” means a written agreement between a recipient and the District government.

“Government assistance” means a grant, loan, or tax increment financing that result in a financial benefit from an agency, commission, instrumentality, or other entity of the District government.

“Affiliated employee” means any individual employed by a recipient who received compensation directly from government assistance or a contract with the District of Columbia government, including employees of the District of Columbia, any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the contract or government assistance or who are otherwise employed by the contractor, recipient, or subcontractor.

Certain exemptions apply: 1) Contracts or agreements subject to wage determinations required by federal law which are higher than the wage required by this Act; 2) Existing and future collective bargaining agreements, provided that the future agreement results in employees being paid no less than the current living wage; 3) contracts for electricity, telephone, water, sewer performed by regulated utilities; 4) contracts for services needed immediately to prevent or respond to a disaster or imminent threat declared by the Mayor; 5) contracts awarded to recipients that provide trainees with services, including but not limited to case management and job readiness services, provided the trainee does not replace employees; 6) employees under 22 years of age employed during a school vacation period, or enrolled as a full-time student who works less than 25 hours per week; 7) tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; 8) employees of nonprofit organizations that employ not more than 50 individuals and qualify for 501(c)(3) status; 9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983; D.C. Official Code § 44-501; and 10) contracts or agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Home Care Final Rule: The Department of Labor extended overtime protections to home care workers and workers who provide companionship services. Employers within this industry are now subject to recordkeeping provisions.

Each recipient and subcontractor of a recipient shall provide this notice to each affiliated employee covered by this notice, and shall also post this notice in a conspicuous site in its place of business. All recipients and subcontractors shall retain payroll records created and maintained in the regular course of business under District of Columbia law for a period of at least 3 years.

To file a claim, visit: Department of Employment Services, Office of Wage-Hour, 400 Virginia Ave., SW, 4th Flr, Washington, D.C. 20024; call: (202) 671-1880; or file your claim on-line: does.dc.gov. Go to “File a Claim” tab.

"General Decision Number: DC20240002 08/23/2024

Superseded General Decision Number: DC20230002

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024

2	02/23/2024
3	04/05/2024
4	05/10/2024
5	07/05/2024
6	08/02/2024
7	08/09/2024
8	08/23/2024

ASBE0024-007 10/01/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 40.02	19.67+a

Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday.

ASBE0024-008 04/01/2021

	Rates	Fringes
ASBESTOS WORKER: HAZARDOUS MATERIAL HANDLER.....	\$ 24.46	8.69+a

Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday.

ASBE0024-014 04/01/2023

	Rates	Fringes
FIRESTOPPER.....	\$ 29.80	9.83+a

Includes the application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of fire, smoke or other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, sealing of penetrating items and blank openings.

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday.

BRDC0001-002 04/28/2024

	Rates	Fringes
BRICKLAYER.....	\$ 37.50	14.38

CARP0197-011 05/01/2024

	Rates	Fringes
CARPENTER, Includes Drywall Hanging, Form Work, and Soft Floor Laying-Carpet.....	\$ 34.41	14.33

CARP0219-001 05/01/2024

	Rates	Fringes
MILLWRIGHT.....	\$ 38.61	16.89

CARP0474-006 05/01/2024

	Rates	Fringes
PILEDRIVERMAN.....	\$ 36.60	14.47

ELEC0026-016 06/05/2023

	Rates	Fringes
ELECTRICIAN, Includes Installation of HVAC/Temperature Controls.....	\$ 53.00	21.35

ELEC0026-017 09/04/2023

	Rates	Fringes
ELECTRICAL INSTALLER (Sound & Communication Systems).....	\$ 31.05	12.30

SCOPE OF WORK: Includes low voltage construction, installation, maintenance and removal of teledata facilities (voice, data and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, railroad communications, micro waves, VSAT, bypass, CATV, WAN (Wide area networks), LAN (Local area networks) and ISDN (Integrated systems digital network).

WORK EXCLUDED: The installation of computer systems in industrial applications such as assembly lines, robotics and computer controller manufacturing systems. The installation of conduit and/or raceways shall be installed by Inside Wiremen. On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway or conduit not greater than 10 feet. Fire alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit. All HVAC control work.

ELEV0010-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 54.77	37.885+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.

b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

IRON0005-005 06/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL AND ORNAMENTAL.....	\$ 37.86	25.86

IRON0005-012 05/01/2024

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 31.88	23.78

LAB00011-009 06/01/2023

	Rates	Fringes
LABORER: Skilled.....	\$ 28.95	7.70

FOOTNOTE: Potmen, power tool operator, small machine operator, signalmen, laser beam operator, waterproofer (excluding roofing), open caisson, test pit, underpinning, pier hole and ditches, ladders and all work associated with lagging that is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipe layers, or tile layers, operators of jackhammers, paving breakers, spaders or any machine that does the same general type of work, carpenter tenders, scaffold builders, operators of towmasters, scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers and other machines that do the same general type of work, whether powered by air, electric or gasoline, builders of trestle scaffolds over one tier high and sand blasters, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene burners and licensed powdermen, stake jumper, demolition.

MARB0002-004 04/28/2024

	Rates	Fringes
MARBLE/STONE MASON.....	\$ 44.30	20.92

INCLUDING pointing, caulking and cleaning of All types of masonry, brick, stone and cement EXCEPT pointing, caulking, cleaning of existing masonry, brick, stone and cement (restoration work)

MARB0003-006 04/28/2024

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 33.41	13.94

MARB0003-007 04/28/2024		

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 28.09	12.29

MARB0003-008 04/28/2024		

	Rates	Fringes
TILE SETTER.....	\$ 33.41	13.94

MARB0003-009 04/28/2024		

	Rates	Fringes
TILE FINISHER.....	\$ 28.09	12.29

PAIN0051-014 06/01/2023		

	Rates	Fringes
GLAZIER		
Glazing Contracts \$2		
million and under.....	\$ 30.52	13.85
Glazing Contracts over \$2		
million.....	\$ 34.76	13.85

PAIN0051-015 06/01/2023		

	Rates	Fringes
PAINTER		
Brush, Roller, Spray and		
Drywall Finisher.....	\$ 27.46	11.56

PLAS0891-005 07/01/2023		

	Rates	Fringes
PLASTERER (Including		
Fireproofing).....	\$ 31.83	8.96

PLAS0891-006 02/01/2023		

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.00	12.99

PLUM0005-010 08/01/2024		

	Rates	Fringes
PLUMBER.....	\$ 51.25	22.46+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

PLUM0602-008 08/01/2024

	Rates	Fringes
PIPEFITTER, Includes HVAC Pipe Installation.....	\$ 52.27	23.79+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's
Birthday, Memorial Day, Independence Day, Labor Day,
Veterans' Day, Thanksgiving Day and the day after
Thanksgiving and Christmas Day.

ROOF0030-016 07/01/2024

	Rates	Fringes
ROOFER.....	\$ 34.76	14.91

SFDC0669-002 04/01/2024

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 42.32	25.80

* SHEE0100-015 11/01/2023

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 47.92	22.72+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's
Birthday, Memorial Day, Independence Day, Labor Day,
Veterans Day, Thanksgiving Day and Christmas Day

* SUDC2009-003 05/19/2009

	Rates	Fringes
LABORER: Common or General.....	\$ 13.04 **	2.80
LABORER: Mason Tender - Cement/Concrete.....	\$ 15.40 **	2.85

LABORER: Mason Tender for
pointing, caulking, cleaning
of existing masonry, brick,
stone and cement structures
(restoration work); excludes
pointing, caulking and
cleaning of new or
replacement masonry, brick,
stone and cement.....\$ 11.67 **

POINTER, CAULKER, CLEANER,
Includes pointing, caulking,
cleaning of existing masonry,
brick, stone and cement
structures (restoration
work); excludes pointing,
caulking, cleaning of new or

replacement
masonry, brick, stone or
cement.....\$ 18.88

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198

indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

BUSINESS LETTERHEAD HERE

**NOTICE OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY (EEO)
REQUIREMENTS**

Mayor's Order 85-85, "Compliance with Equal Opportunity Requirements in Contracts," effective June 10, 1985 ("Mayor's Order 85-85"); the rules implementing Mayor's Order 85-85, 4 DCMR § 1100 et seq.; and the D.C. Human Rights Act of 1977, as amended, D.C. Code § 2-1401 et seq. ("D.C. Human Rights Act") are hereby included as part of this bid/proposal. Therefore, each bidder/offeree shall indicate below their written commitment to comply with Mayor's Order 85-85, the implementing rules, and the D.C. Human Rights Act. Failure to comply with these provisions shall result in rejection of the respective bid/proposal.

I, _____, the authorized representative of _____
(Name of Contractor/Business), hereinafter referred to as "the Contractor" certify that the Contractor is fully aware of all of all of the provisions of Mayor's Order 85-85, the implementing rules, and the D.C. Human Rights Act. I further certify that the Contractor shall fully comply with Mayor's Order 85-85, the implementing rules, and the D.C. Human Rights Act for the trades, crafts, and skills to be used during the term of the performance of the contract whether or not the work is subcontracted if the Contractor is awarded the D.C. Government Contract referenced by the contract number, solicitation number, and/or bid number entered below. Further, I certify that the Contractor acknowledges and understands that the award of said contract and its continuation are specifically conditioned upon the Contractor's compliance with Mayor's Order 85-85, the implementing rules, and the D.C. Human Rights Act.

Name of Authorized Official and Title

Date

Signature of Authorized Official

Name of Contractor/Business

Contract/Solicitation/Bid Number

BUSINESS LETTERHEAD HERE

EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY COMMITMENT

_____ (Name of Contractor/Business) shall not discriminate against any employee or applicant for employment because of age, color, credit information, disability, family responsibilities, gender identity and expression, genetic information, homeless status, marital status, matriculation, national origin, personal appearance, political affiliation, race, religion, sex, sexual orientation, or status of a victim or family member of a victim of domestic violence, a sexual offense, or stalking.

_____ (Name of Contractor/Business) agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, color, credit information, disability, family responsibilities, gender identity and expression, genetic information, homeless status, marital status, matriculation, national origin, personal appearance, political affiliation, race, religion, sex, sexual orientation, or status of a victim or family member of a victim of domestic violence, a sexual offense, or stalking. The affirmative action shall include, but not be limited to, the following: (1) employment, upgrading, or transfer; (2) recruitment or recruitment advertising; (3) demotion, layoff, or termination; (4) rates of pay, or other forms of compensation; and (5) selection for training and apprenticeship.

_____ (Name of Contractor/Business) agrees to post in conspicuous places, available to employees and applicants for employment, the above provisions concerning non-discrimination and equal employment opportunity.

_____ (Name of Contractor/Business) shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment pursuant to the above provisions concerning non-discrimination and equal employment opportunity.

_____ (Name of Contractor/Business) agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract or understanding, a notice that it will comply with the above provisions concerning non-discrimination and equal employment opportunity and the contractor's commitments represented herein, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

_____ (Name of Contractor/Business) agrees to permit access to all books, records, and accounts, pertaining to its employment practices, by the Director of the Office of Human Rights and the Contracting Agency for purposes of investigation to ascertain compliance with the above provisions concerning non-discrimination and equal employment opportunity, and to require under terms of any subcontractor agreement each subcontractor to permit access of the subcontractors, books, records, and accounts for such purposes.

_____ (Name of Contractor/Business) agrees to comply with all guidelines concerning non-discrimination and equal employment opportunity applicable in the District of Columbia.

_____ (Name of Contractor/Business) shall include in every subcontract the above provisions concerning non-discrimination and equal employment opportunity, so that these provisions shall be binding upon each subcontractor or vendor.

_____ (Name of Contractor/Business) shall take action with respect to any subcontract as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for non-compliance; provided, that in the event the prime contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the prime contractor may request the District to enter into such litigation to protect the interest of the District.

Name of Authorized Official and Title

Date

Signature of Authorized Official

Name of Contractor/Business

EQUAL EMPLOYMENT OPPORTUNITY

EMPLOYER INFORMATION REPORT

GOVERNMENT OF THE DISTRICT OF COLUMBIA DC Office of Contracting and Procurement Employer Information Report (EEO)	Reply to: Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, DC 20001
Instructions: Two (2) copies of DAS 84-404 or Federal Form EEO-1 shall be submitted to the Office of Contracting and Procurement to comply with Section D of this report ONLY. One copy shall be retained by the Contractor.	
Section A – TYPE OF REPORT	
1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX)	
Single Establishment Employer (1) <input type="checkbox"/> Single-establishment Employer Report	Multi-establishment Employer (2) <input type="checkbox"/> Consolidated Report (3) <input type="checkbox"/> Headquarters Report (4) <input type="checkbox"/> Individual Establishment Report (submit one for each establishment with 25 or more employees) (5) <input type="checkbox"/> Special Report
2. Total number of reports being filed by this Company. _____	
Section B – COMPANY IDENTIFICATION OFFICIAL (To be answered by all employers)	
OFFICIAL USE ONLY	
1. Name of Company which owns or controls the establishment for which this report is filed	
Address (Number and street)	City or Town Country State Zip Code
b. Employer Identification No.	<div style="border-bottom: 1px solid black; width: 100%;"></div>
2. Establishment for which this report is filed.	
OFFICIAL USE ONLY	
a. Name of establishment	
Address (Number and street)	City or Town Country State Zip Code
b. Employer Identification No.	<div style="border-bottom: 1px solid black; width: 100%;"></div>
3. Parent of affiliated Company	
a. Name of parent or affiliated Company	b. Employer Identification No.
Address (Number and street)	City or Town Country State Zip Code
Section C - ESTABLISHMENT INFORMATION	
1. Is the location of the establishment the same as that reported last year? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Did not report last year <input type="checkbox"/> Report on combined basis	2. Is the major business activity at this establishment the same as that reported last year? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Did not report last year <input type="checkbox"/> Report on combined basis
OFFICIAL USE ONLY	
3. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or service provided, as well as the principal business or industrial activity.)	
e.	
4. MINORITY GROUP MEMBERS: Indicate if you are a minority business enterprise (50% owned or 51% controlled by minority members). <div style="text-align: center;"> <input type="checkbox"/> YES <input type="checkbox"/> NO </div>	

SECTION D – EMPLOYMENT DATA												
Employment at this establishment – Report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zero. <i>In columns 1, 2, and 3, include ALL employees in the establishment including those in minority groups</i>												
JOB CATEGORIES		TOTAL EMPLOYEES IN ESTABLISHMENT			MINORITY GROUP EMPLOYEES							
					MALE				FEMALE			
		Total Employees Including Minorities (1)	Total Male Including Minorities (2)	Total Female Including Minorities (3)	Black (4)	Asian (5)	American Indian (6)	Hispanic (7)	Black (8)	Asian (9)	American Indian (10)	Hispanic (11)
Officials and Managers												
Professionals												
Technicians												
Sales Workers												
Office and Clerical												
Craftsman (Skilled)												
Operative (Semi-Skilled)												
Laborers (Unskilled)												
Service Workers												
TOTAL												
Total employ reported in previous report												
(The trainee below should also be included in the figures for the appropriate occupation categories above)												
Formal On-The-Job Trainee	White collar	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
	Production											
1. How was information as to race or ethnic group in Section D obtained? a. <input type="checkbox"/> Visual Survey c. <input type="checkbox"/> Other Specify _____ b. <input type="checkbox"/> Employment Record _____					2. Dates of payroll period used: _____ 3. Pay period of last report submitted for this establishment: _____							
Section E – REMARKS Use this Item to give any identification data appearing on last report which differs from that given above, explain major changes in composition or reporting units, and other pertinent information.												
Section F - CERTIFICATION												
Check one <input type="checkbox"/> (1) All reports are accurate and were prepared in accordance with the instructions (check on consolidated only) <input type="checkbox"/> (2) This report is accurate and was prepared in accordance with the instructions.												
Name of Authorized Official				Title		Signature			Date			
Name of person contact regarding this report				Address (Number and Street)								
Title		City and State			Zip Code		Telephone		Number		Extension	

INFORMATION CITED HEREIN SHALL BE HELD IN CONFIDENCE

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Office of the Chief Financial Officer

Office of Tax and Revenue



TAX CERTIFICATION AFFIDAVIT

THIS AFFIDAVIT IS TO BE COMPLETED ONLY BY THOSE WHO ARE REGISTERED TO CONDUCT BUSINESS IN THE DISTRICT OF COLUMBIA.

Date

**Name of Organization/Entity
Business Address (include zip code)
Business Phone Number(s)**

**Principal Officer Name and Title
Square and Lot Information
Federal Identification Number
Contract Number
Unemployment Insurance Account No.**

"I hereby authorize the District of Columbia, Office of the Chief Financial Officer, Office of Tax and Revenue; consent to release my tax information to an authorized representative of the District of Columbia agency from which I am seeking to enter into a contractual relationship. I understand that the information released under this consent will be limited to whether or not I am in compliance with the District of Columbia tax laws and regulations as of the date found on the government request. I understand that this information is to be used solely for the purpose of determining my eligibility to enter into a contractual relationship with a District of Columbia agency. I further authorize that this consent be valid for one year from the date of this authorization."

I hereby certify that I am in compliance with the applicable tax filing and payment requirements of the District of Columbia.

The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities. The penalty for making false statements is a fine not to exceed \$5,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code § 47-4106.

Signature of Authorizing Agent

Title

BIDDER/OFFEROR CERTIFICATION FORM

COMPLETION

The person(s) completing this form must be knowledgeable about the bidder's/offeror's business and operations.

RESPONSES

Every question must be answered. Each response must provide all relevant information that can be obtained within the limits of the law. Individuals and sole proprietors may use a Social Security number but are encouraged to obtain and use a federal Employer Identification Number (EIN). Provide any explanation at the end of the section or attach additional sheets with numbered responses. Include the bidder's/offeror's name at the top of each attached page.

GENERAL INSTRUCTIONS

This form contains four (4) sections. Section I concerns the bidder's/offeror's responsibility; Section II includes additional required certifications; Section III relates to Domestic Preferences (if applicable); and Section IV requires the bidder's/offeror's signature.

SECTION I. BIDDER/OFFEROR RESPONSIBILITY CERTIFICATIONS

Instructions for Section I: Section I contains seven (7) parts. Part 1 requests information concerning the bidder's/offeror's business entity. Part 2 inquires about current or former owners, partners, directors, officers or principals. Part 3 relates to the responsibility of the bidder's/offeror's business. Part 4 concerns the bidder's/offeror's business certificates and licenses. Part 5 inquires about legal proceedings. Part 6 relates to the bidder's/offeror's financial and organizational status. Part 7 relates to disclosures under the District of Columbia Freedom of Information Act (FOIA).

PART 1: BIDDER/OFFEROR INFORMATION

Legal Business Entity Name:	Solicitation #:	
Address of the Principal Place of Business (street, city, state, zip code):	Telephone # and ext.:	Fax #:
Email Address:	Website:	

Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity and EIN used in the last five (5) years and the status (active or inactive).

Type:	Name:	EIN:	Status:

1.1 Business Type (Please check the appropriate box and provide additional information if necessary.):

<input type="checkbox"/> Corporation (including PC)	Date of Incorporation:
<input type="checkbox"/> Joint Venture	Date of Organization:
<input type="checkbox"/> Limited Liability Company (LLC or PLLC)	Date of Organization:
<input type="checkbox"/> Nonprofit Organization	Date of Organization:
<input type="checkbox"/> Partnership (including LLP, LP or General)	Date of Registration or Establishment:
<input type="checkbox"/> Sole Proprietor	How many years in business?:
<input type="checkbox"/> Other	Date established?:

If "Other," please explain:

1.2 Was the bidder's/offeror's business formed or incorporated in the District of Columbia?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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If "No" to Subpart 1.2, provide the jurisdiction where the bidder's/offeror's business was formed or incorporated. Attach a Certificate or Letter of Good Standing from the applicable jurisdiction and a certified Application for Authority from the District, or provide an explanation if the documents are not available.

State _____ Country _____

1.3 Please provide a copy of each District of Columbia license, registration or certification that the bidder/offeror is required by law to obtain (other than those provided in Subpart 1.2). If the bidder/offeror is not providing a copy of its license, registration or certification to transact business in the District of Columbia, it shall either:

- (a) Certify its intent to obtain the necessary license, registration or certification prior to contract award; or
 (b) Explain its exemption from the requirement.

PART 2: INDIVIDUAL RESPONSIBILITY

Additional Instructions for Section I, Parts 2 through 8: Provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

Within the past five (5) years, has any current or former owner, partner, director, officer, principal or any person in a position involved in the administration of funds, or currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the bidder/offeror with any government entity:

2.1 Been sanctioned or proposed for sanction relative to any business or professional permit or license?	
2.2 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	
2.3 Been proposed for suspension or debarment?	
2.4 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	
2.5 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or a plea bargain for:	
(a) Any business-related activity; or (b) Any crime the underlying conduct of which was related to truthfulness?	
2.6 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	

Please provide an explanation for each "Yes" in Part 2.

PART 3: BUSINESS RESPONSIBILITY

Within the past five (5) years, has the bidder/offeror:

3.1 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	
3.2 Been proposed for suspension or debarment?	
3.3 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	

3.4 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or plea bargain for:	
(a) Any business-related activity; or	
(b) Any crime the underlying conduct of which was related to truthfulness?	
3.5 Been disqualified or proposed for disqualification on any government permit or license?	
3.6 Been denied a contract award or had a bid or proposal rejected based upon a non-responsibility finding by a government entity?	
3.7 Had a low bid or proposal rejected on a government contract for failing to make good faith efforts on any Certified Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	
3.8 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	
Please provide an explanation for each "Yes" in Part 3.	
PART 4: CERTIFICATES AND LICENSES	
4.1 Within the past five (5) years, has the bidder/offoror had a denial, decertification, revocation or forfeiture of District of Columbia certification of any Certified Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for "Yes" in Subpart 4.1.	
4.2 Please provide a copy of the bidder/s/offoror's District of Columbia Office of Tax and Revenue Tax Certification Affidavit.	
PART 5: LEGAL PROCEEDINGS	
Within the past five (5) years, has the bidder/offoror:	
5.1 Had any liens or judgments (not including UCC filings) over \$25,000 filed against it which remain undischarged?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 5.1, provide an explanation of the issue(s), relevant dates, the Lien Holder or Claimant's name, the amount of the lien(s) and the current status of the issue(s).	
5.2 Had a government entity find a willful violation of District of Columbia compensation or prevailing wage laws, the Service Contract Act or the Davis-Bacon Act?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.3 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 5.	
PART 6: FINANCIAL AND ORGANIZATIONAL INFORMATION	
6.1 Within the past five (5) years, has the bidder/offoror received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.1, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.2 Within the past five (5) years, has the bidder/offoror had any liquidated damages assessed by a government entity over \$25,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.2, provide an explanation of the issue(s), relevant dates, the government entity involved, the amount assessed and the current status of the issue(s).	
6.3 Within the last seven (7) years, has the bidder/offoror initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.3, provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "initiated," "pending" or "closed".	
6.4 During the past three (3) years, has the bidder/offoror failed to file a tax return or pay taxes required by federal, state, District of Columbia or local laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.4, provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the bidder/offoror failed to file/pay and the current status of the tax liability.	
6.5 During the past three (3) years, has the bidder/offoror failed to file a District of Columbia unemployment insurance return or failed to pay District of Columbia unemployment insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.5, provide the years the bidder/offoror failed to file the return or pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.6 During the past three (3) years, has the bidder/offoror failed to comply with any payment agreement with the Internal Revenue Service, the District of Columbia Office of Tax and Revenue and the Department of Employment Services?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.6, provide the years the bidder/offoror failed to comply with the payment agreement, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.7 Indicate whether the bidder/offoror owes any outstanding debt to any state, federal or District of Columbia government.	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.7, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.8 During the past three (3) years, has the bidder/offoror been audited by any government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(a) If "Yes" to Subpart 6.8, did any audit of the bidder/offoror identify any significant deficiencies in internal controls, fraud or illegal acts; significant violations of provisions of contract or grant agreements; significant abuse; or any material disallowance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(b) If "Yes" to Subpart 6.8(a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
PART 7: FREEDOM OF INFORMATION ACT (FOIA)	
7.1 Indicate whether the bidder/offoror asserts that any information provided in response to a question in Section I is exempt from disclosure under the District of Columbia Freedom of Information Act (FOIA), effective March 25, 1977 (D.C. Law 1-96; D.C. Code §§ 2-531, <i>et seq.</i>). Include the question number(s) and explain the basis for the claim. (The District will determine whether such information is, in fact, exempt from FOIA at the time of request for disclosure under FOIA.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
SECTION II. ADDITIONAL REQUIRED BIDDER/OFFOROR CERTIFICATIONS	

Instructions for Section II: Section II contains eleven (11) parts. Part 1 requests information concerning ethical obligations. Part 2 applies to the bidder/offeror's pricing. Part 3 relates to equal employment opportunity and human rights requirements. Part 4 relates to First Source Act requirements. Part 5 relates to employment eligibility requirements. Part 6 relates to Language Access Act requirements. Part 7 relates to conflicts of interest. Part 8 relates to subcontracting obligations. Part 9 relates to special requirements related to the Campaign Finance Reform obligations. Part 10 relates to any pending litigation against the District.

PART 1: ETHICAL OBLIGATIONS

1.1 The bidder/offeror certifies that it has not provided, directly or indirectly, any gift, gratuity, favor, discount, or other thing of value to an officer or employee of the District of Columbia in order to affect, directly or indirectly, the decision to award this contract.

1.2 The District requires disclosure of any officer or employee of the District of Columbia that may may benefit from this contract. Accordingly, the following officer or employee may benefit from this contract:

(a) _____

(b) _____

PART 2: INDEPENDENT PRICE DETERMINATION REQUIREMENTS

The bidder/offeror certifies that:

2.1 The signature of the bidder/offeror is considered to be a certification by the signatory that:

- (a) The contract prices have been arrived at independently without, for the purpose of restricting competition, any consultation, communication or agreement with any bidder/offeror or competitor related to:
 - (i) Those prices;
 - (ii) The intention to submit a bid/proposal; or
 - (iii) The methods or factors used to calculate the prices in the contract.
- (b) The prices in this contract have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid/proposal opening unless otherwise required by law; and
- (c) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

2.2 The signature on the bid/proposal is considered to be a certification by the signatory that the signatory:

- (a) Is the person in the bidder's/offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; or
- (b) Has been authorized, in writing, to act as an agent for the following principal in certifying that the principal has not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above:

[Insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the bidder's/offeror's organization]

- (i) As an authorized agent, certifies that the principals named in subparagraph 2.2(b) above have not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; and
- (ii) As an agent, has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above.

2.3 If the bidder/offeror deletes or modifies subparagraph 2.1(b) above, the bidder/offeror must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

PART 3: EQUAL OPPORTUNITY AND HUMAN RIGHTS OBLIGATIONS

3.1 The bidder/offeror certifies that it will abide by the D.C. Human Rights Act of 1977, as amended, D.C. Code § 2-1401.01 et seq., including its prohibitions on sexual harassment. The bidder/offeror certifies that it is fully aware of the contents of Mayor's Order 85-85, Mayor's Order 2017-313, Mayor's Order 2023-131, and the Office of Human Rights' regulations in Chapter 11 of title 4 of the DCMR, and agrees to comply with them while performing this contract.

PART 4: FIRST SOURCE OBLIGATIONS

4.1 The bidder/offeror certifies that it is fully aware of the requirements of the First Source Employment Agreement Act of 1984, as amended, D.C. Code §§ 2-219.01 et seq., and agrees to enter into a First Source Employment Agreement with the Department of Employment Services if awarded any contract valued at \$300,000 or more which receives funds or resources from the District, or funds or resources which, in accordance with a federal grant or otherwise, is administered by the District government.

4.2 The bidder/offeror certifies that the Initial Employment Plan submitted with its bid or proposal is true and accurate.

PART 5: EMPLOYMENT ELIGIBILITY OBLIGATIONS

5.1 The bidder/offeror certifies that it has verified the identity and employment eligibility of all of its employees.

PART 6: LANGUAGE ACCESS OBLIGATIONS

6.1 For contracts where the contracting agency is a "covered entity" or "covered entity with major public contact" as defined in Sections 2(2) and 2(3) of the Language Access Act of 2004 (D.C. Code § 2-1931(2) and § 2-1931(3)), the bidder/offeror certifies that it will comply with Language Access compliance requirements of the contracting agency while performing this contract.

PART 7: CONFLICTS OF INTEREST

7.1 The bidder/offeror certifies that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its obligations under the contract.

PART 8: SUBCONTRACTING OBLIGATIONS

8.1 The bidder/offeror certifies that it has verified with the Department of Small and Local Business Development (DSLBD) the current certifications of its proposed certified business enterprise (CBE) subcontractors.

8.2 The bidder/offeror certifies that it has verified with the Department of Licensing and Consumer Protection (DLCP), and any other licensing authority, that its proposed subcontractors possess all applicable licenses and permits required to perform the work.

PART 9: CAMPAIGN FINANCE REFORM OBLIGATIONS

9.1 The bidder/offeror certifies that it has not been determined by the Campaign Finance Board to be in violation of D.C. Code § 1-1163.34a.

9.2 The bidder/offeror certifies that it currently is not and will not be in violation of D.C. Code § 1-1163.34a.

PART 10: PENDING LITIGATION AGAINST THE DISTRICT

10.1(a) Does the bidder/offeror have any pending litigation against the District of Columbia, its current or former officers, agents, employees, agencies, or departments?

☐ Yes ☐ No

10.1(b) If "Yes" to Subpart 10.1(a), provide a description of the pending matter(s) and the current status of each.

SECTION III. DOMESTIC PREFERENCE CERTIFICATIONS

Instructions for Section III: Section III contains three (3) parts which should be completed by all bidders/offerors..

PART 1: BUY AMERICAN ACT COMPLIANCE (Applies if the bidder/offeror will provide goods to the District that are subject to the requirements of the Buy American Act)

1.1 In accordance with 41 USC 8301 et seq. and implementing regulations, the bidder/offeror certifies that each end product, except the end products listed below, is a domestic end product.

☐ Yes ☐ No ☐ N/A

_____ EXCLUDED END PRODUCTS

_____ COUNTRY OF ORIGIN

PART 2: FHWA BUY AMERICA ACT COMPLIANCE (Applies to FHWA-funded construction contracts)

2.1 In accordance with 23 CFR 635.410(b), the bidder/offeror certifies that only steel or iron materials manufactured in the United States will be used for permanent incorporation on the project.

☐ Yes ☐ No ☐ N/A

PART 3: BUY AMERICAN ACT COMPLIANCE (Applies to locally-funded construction contracts)

3.1 In accordance with 41 USC 8301 <i>et. seq.</i> and implementing regulations, the bidder/offeror certifies that only construction materials manufactured in the United States will be used on the project.		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
SECTION IV. CERTIFICATION		
Instruction for Section IV: This section must be completed by all bidder/offerors.		
I, [_____], as the person authorized to sign these certifications, hereby certify that the information provided in this form is true and accurate. In accordance with the requirements of section 302(c) of the Procurement Practices Reform Act of 2010 (D.C. Code § 2-353.02(c)), I shall update any response provided in this form within 60 days of a material change to a response and prior to the exercise of an option period.		
Name [Print and sign]:		Telephone #:
		Fax #:
Title:		Email Address:
Date:	Contract No:	
The District of Columbia is authorized to verify the above information with appropriate government authorities. Penalty for making false statements is a fine of not more than \$1,000.00, imprisonment for not more than 180 days, or both, as prescribed in D.C. Code § 22-2405. Penalty for false swearing is a fine of not more than \$2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Code § 22-2404.		

PAST PERFORMANCE EVALUATION FORM

(Check appropriate box)

Performance Elements	Excellent	Good	Acceptable	Poor	Unacceptable
Quality of Services/ Work					
Timeliness of Performance					
Cost Control					
Business Relations					
Customer Satisfaction					

1. Name & Title of Evaluator: _____
2. Signature of Evaluator: _____
3. Name of Organization: _____
4. Telephone Number of Evaluator: _____
5. State type of service received: _____
6. State Contract Number, Amount and period of Performance _____

7. Remarks on Excellent Performance: Provide data supporting this observation. Continue on separate sheet if needed)
8. Remarks on unacceptable performance: Provide data supporting this observation. (Continue on separate sheet if needed)

RATING GUIDELINES

Summarize Contractor performance in each of the rating areas. Assign each area a rating of 0 (Unacceptable), 1 (Poor), 2 (Acceptable), 3 (Good), 4(Excellent), or ++ (Plus). Use the following instructions a guidance in making these evaluations.

	Quality Product/Service <ul style="list-style-type: none"> -Compliance with contract requirements -Accuracy of reports -Appropriateness of personnel -Technical excellence 	Cost Control <ul style="list-style-type: none"> -Within budget (over/ under target costs) -Current, accurate, and complete billings -Relationship of negated costs to actual -Cost efficiencies -Change order issue 	Timeless of Performance <ul style="list-style-type: none"> -Meet Interim milestones -Reliable -Responsive to technical directions -Completed on time, including wrap-up and contract administration -No liquidated damages assessed 	Business Relations <ul style="list-style-type: none"> -Effective management -Businesslike correspondence -Responsive to contract requirements -Prompt notification of contract problems -Reasonable/cooperative -Flexible -Pro-active -effective contractor recommended solutions -Effective snail/small disadvantaged business Subcontracting program
0. Zero	Nonconformances are comprises the achievement of contract requirements, despite use of Agency resources	Cost issues are comprising performance of contract requirements.	Delays are comprising the achievement of contract requirements, Despite use of Agency resources.	Response to inquiries, technical/ service/administrative issues is not effective and responsive.
1, Unacceptable	Nonconformances require major Agency resources to ensure achievement of contract requirements.	Cost issues require major Agency resources to ensure achievement of contract requirements.	Delays require major Agency resources to ensure achievement of contract requirements.	response to inquiries, technical/ service/administrative issues is marginally effective and responsive.
2. Poor	Nonconformances require minor Agency resources to ensure achievement of contract requirements.	Costs issues require minor Agency resources to ensure achievement of contract requirements.	Delays require minor Agency resources to ensure achievement of contract requirements.	Responses to inquiries, technical/ service/administrative issues is somewhat effective and responsive.
3. Acceptable	Nonconformances do not impact achievement of contract requirements.	Cost issues do not impact achievement of contract requirements.	Delays do not impact achievement of contract requirements.	Responses to inquires, technical/ service/administrative issues is usually effective and responsive.
4. Good	There are no quality problems.	There are no cost issues.	There are not delays.	Responses to inquiries, technical/ service/administrative issues is effective and responsive,
5. Excellent	The contractor has demonstrated an exceptional performance level in some or all of the above categories.			

9. Organization and work that will be available for this project:					
a. (1) Minimum number of employees: _____ and (2) Maximum number of employees: _____					
b. Are employees regularly on your payroll: Y Yes Y No					
c. Specify equipment available for this contract: _____					
d. Estimate rate of progress below (such as 2.0 acres/man/day):					
(1) Minimum progress rate: _____ and (2) Maximum progress rate: _____					
10. List below the experience of the principal individuals of your business:					
INDIVIDUAL'S NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK		
11. REMARKS - SPECIFY BOX NUMBERS (Attach sheets if extra space is needed to fully answer any of the above questions.)					
CERTIFICATION I certify that all of the statements made by me are complete and correct to the best of my knowledge and that any persons named as references are authorized to furnish the District with any information needed to verify my capability to perform this project.		12a. CERTIFYING OFFICIAL'S NAME AND TITLE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; padding: 5px;">12B. SIGNATURE (Sign in ink)</td> <td style="width: 40%; padding: 5px;">13. DATE</td> </tr> </table>		12B. SIGNATURE (Sign in ink)	13. DATE
12B. SIGNATURE (Sign in ink)	13. DATE				



**GOVERNMENT OF THE DISTRICT OF COLUMBIA
FIRST SOURCE EMPLOYMENT AGREEMENT FOR
CONSTRUCTION PROJECTS ONLY**



GOVERNMENT-ASSISTED PROJECT/CONTRACT INFORMATION

CONTRACT/SOLICITATION NUMBER: _____
DISTRICT CONTRACTING AGENCY: _____
CONTRACTING OFFICER: _____
TELEPHONE NUMBER: _____
TOTAL CONTRACT AMOUNT: _____

THIS SECTION TO BE COMPLETED BY THE BENEFICIARY ONLY:

TOTAL GOVERNMENT ASSISTED FUNDED AMOUNT: _____ DATE _____
☐ CONTRACT ☐ GRANT ☐ LOAN ☐ TAX ABATEMENT OR EXEMPTION ☐ LAND TRANSFER
☐ LAND DISPOSITION AND DEVELOPMENT AGREEMENT ☐ TAX INCREMENT FINANCING
☐ ANY ADDITIONAL LEGISLATION, IF YES _____

D.C. CODE#

GENERAL CONTRACTOR WILL MEET THE HIRING OR HOURS WORKED PERCENTAGES
REQUIREMENTS FOR ENTIRE PROJECT ☐ OR PER EACH SUBCONTRACTOR ☐

PROJECT NAME: _____
PROJECT ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____
PROJECT START DATE: _____ PROJECT END DATE: _____
EMPLOYER START DATE: _____ EMPLOYER END DATE: _____

EMPLOYER INFORMATION

EMPLOYER NAME: _____
EMPLOYER ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____
TELEPHONE NUMBER: _____ FEDERAL IDENTIFICATION NO.: _____
CONTACT PERSON: _____
TITLE: _____
E-MAIL: _____ TELEPHONE NUMBER: _____
CERTIFIED BUSINESS ENTERPRISES CERTIFICATION NUMBER: _____
D.C. APPRENTICESHIP COUNCIL REGISTRATION NUMBER: _____
ARE YOU A SUBCONTRACTOR ☐ YES ☐ NO IF YES, NAME OF PRIME CONTRACTOR: _____

This First Source Employment Agreement (Agreement), in accordance with Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2-219.01 – 2.219.05), and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431) is a required agreement between the District of Columbia Department of Employment Services (DOES) and EMPLOYER.

EMPLOYER, which includes the Beneficiary and all contractors and subcontractors, is working on a contract or project that has received:

- ☐ D.C. Government assistance valued between \$300,000 and \$5 million dollars, required to make a good faith effort to ensure that 51% of all new hires are District residents. (D.C. Official Code § 2-219(e)(1)(A))
- ☐ D.C. Government assistance valued at \$5 million or more, required to have the following percentage of hours worked in each classification by DC residents; 20% of journey worker hours; 60% of apprentice hours; 51% of skilled laborer hours; 70% of common laborer hours for all jobs created by the Project. (D.C. Official Code §2-219.03 (1A)(A))

DOES is the first source for recruitment, referral, and placement of new hires or employees for all jobs created by the Government Assisted Project or Contract (Project).

The Parties agree to the terms and conditions of the Agreement as follows:

I. DEFINITIONS

The following definitions shall govern the terms used in this Agreement.

- A. **Apprentice** means a worker who is employed to learn an apprenticeable occupation under the terms and conditions of approved apprenticeship standards.
- B. **Beneficiary** means:
 - 1. The signatory to a contract executed by the Mayor which involves any District of Columbia government funds, or funds which, in accordance with a federal grant or otherwise, the District government administers and which details the number and description of all jobs created by a government-assisted Project for which the beneficiary is required to use the First Source Register;
 - 2. A recipient of a District government economic development action including contracts, grants, loans, tax abatements, land transfers for redevelopment, or tax increment financing that results in a financial benefit of \$300,000 or more from an agency, commission, instrumentality, or other entity of the District government, including a financial or banking institution which serves as the repository for \$1 million or more of District of Columbia funds.
- C. **Contracting Agency** means any District of Columbia agency that awarded a government assisted Project totaling \$300,000 or more.
- D. **Direct labor costs** means all costs, including wages and benefits, associated with the hiring and employment of personnel assigned to a process in which payroll expenses are traced to the units of output and are included in the cost of goods sold.
- E. **EMPLOYER** means any entity awarded a government assisted Project totaling \$300,000 or more, including all individual contractor and subcontractor entities at any tier who work on the Project.
- F. **First Source Employer Portal** is a website consisting of a connected group of static and dynamic web pages with the ability for Employers to enter data using the internet. The website is accessible by a Uniform Resource Locator (URL) and is maintained by DOES. The website provides reporting information to First Source EMPLOYERS.
- G. **First Source Register** means the DOES Automated Applicant Files, which consists of the names of DC residents registered with DOES.
- H. **Good faith effort** means an EMPLOYER has exhausted all reasonable means to comply with any affirmative action, hiring, or contractual goal(s) pursuant to the First Source law and Agreement.
- I. **Government-assisted project or contract (Project)** means any construction or non-construction Project that receives funds or resources, valued at \$300,000 or more, from the District of Columbia, or funds or resources which, in accordance with a federal grant or otherwise, the District of Columbia government administers, including contracts, grants, loans, tax abatements or exemptions, land transfers, land disposition and development agreements, tax increment financing, or any combination of the aforementioned.

- J. **Hard to employ** means a District of Columbia resident who is confirmed by DOES as:
1. An ex-offender who has been released from prison within the last 10 years;
 2. A participant of the Temporary Assistance for Needy Families program;
 3. A participant of the Supplemental Nutrition Assistance Program;
 4. Living with a permanent disability verified by the Social Security Administration or District vocational rehabilitation program;
 5. Unemployed for 6 months or more in the last 12-month period;
 6. Homeless;
 7. A participant or graduate of the Transitional Employment Program established by [§ 32-1331](#); or
 8. An individual who qualified for inclusion in the Work Opportunity Tax Credit Program as certified by the Department of Employment Services.
- K. **Indirect labor costs** means all costs, including wages and benefits, that are part of operating expenses and are associated with the hiring and employment of personnel assigned to tasks other than producing products.
- L. **Jobs** means any union and non-union managerial, non-managerial, professional, nonprofessional, technical or nontechnical position including: clerical and sales occupations, service occupations, processing occupations, machine trade occupations, bench work occupations, structural work occupations, agricultural, fishery, forestry, and related occupations, and any other occupations as the Department of Employment Services may identify in the Dictionary of Occupational Titles, United States Department of Labor.
- M. **New Hire:** Individual(s) newly hired by the EMPLOYER to perform work on a government assisted Project.
- N. **Transfer:** Existing EMPLOYER employee who has been moved from one Project to another Project.
- O. **Journeyman** means a worker who has attained a level of skill, abilities and competencies recognized within an industry as having mastered the skills and competencies required for the occupation.
- P. **Revised Employment Plan** means a document prepared and submitted by the EMPLOYER that includes the following:
1. A projection of the total number of hours to be worked on the Project by trade;
 2. A projection of the total number of journey worker hours, by trade, to be worked on the Project and the total number of journey worker hours, by trade, to be worked by DC residents;
 3. A projection of the total number of apprentice hours, by trade, to be worked on the Project and the total number of apprentice hours, by trade, to be worked by DC residents;
 4. A projection of the total number of skilled laborer hours, by trade, to be worked on the Project and the total number of skilled laborer hours, by trade, to be worked by DC residents;
 5. A projection of the total number of common laborer hours to be worked on the

Project and the total number of common laborer hours to be worked by DC residents;

6. A timetable outlining the total hours worked by trade over the life of the Project and an associated hiring schedule;
7. Descriptions of the skill requirements by job title or position, including industry-recognized certifications required for the different positions;
8. A strategy to fill the hours required to be worked by DC residents pursuant to this paragraph, including a component on communicating these requirements to contractors and subcontractors and a component on potential community outreach partnerships with the University of the District of Columbia, the University of the District of Columbia Community College, the Department of Employment Services, Jointly Funded Apprenticeship Programs, the District of Columbia Workforce Intermediary, or other government-approved, community-based job training providers;
9. A remediation strategy to ameliorate any problems associated with meeting these hiring requirements, including any problems encountered with contractors and subcontractors;
10. The designation of a senior official from the EMPLOYER(S) or general contractor who will be responsible for implementing the hiring and reporting requirements;
11. Descriptions of the health and retirement benefits that will be provided to DC residents working on the Project;
12. A strategy to ensure that District residents who work on the Project receive ongoing employment and training opportunities after they complete work on the job for which they were initially hired and a review of past practices in continuing to employ DC residents from one Project to the next;
13. A strategy to hire graduates of District of Columbia Public Schools, District of Columbia public charter schools, and community-based job training providers, and hard-to-employ residents; and
14. A disclosure of past compliance with the Workforce Act and the Davis-Bacon Act, where applicable, and the bidder or offeror's general DC resident hiring practices on projects or contracts completed within the last 2 years.

Q. **Tier Subcontractor** means any subcontractor selected by the primary contractor to perform portion(s) or all work related to the trade or occupation area(s) on a Project subject to this First Source Agreement.

R. **Washington Metropolitan Statistical Area** means the District of Columbia; Virginia Cities of Alexandria, Fairfax, Falls Church, Fredericksburg, Manassas, and Manassas Park; the Virginia Counties of Arlington, Clarke, Fairfax, Fauquier, Loudon, Prince William, Spotsylvania, Stafford, and Warren; the Maryland Counties of Calvert, Charles, Frederick, Montgomery and Prince Georges; and the West Virginia County of Jefferson.

S. **Workforce Intermediary Pilot Program** means the intermediary between employers and training providers to provide employers with qualified DC resident job applicants. See DC Official Code § 2-219.04b.

II. GENERAL TERMS

- A. Subject to the terms and conditions set forth herein, DOES will receive the Agreement from the Contracting Agency no less than 7 calendar days in advance of the Project start date. No work associated with the relevant Project can begin until the Agreement has been accepted by DOES.
- B. The Beneficiary and/or EMPLOYER shall require all Project contractors and subcontractors, under a Project receiving government assistance or benefits valued at \$300,000 or more, to enter into an Agreement with DOES.
- C. Agreement will take effect once beneficiary/Employer awarded contract and start work on the government assisted Project and no work can begin prior to execution of the Agreement and will be fully effective through the duration, any extension or modifications of the Project and until such time as construction is complete and a certificate of occupancy is issued.
- D. If an EMPLOYER began work prior to the execution of a First Source Employment Agreement, the EMPLOYER shall cease work on the Project and sign a First Source Employment Agreement to be bound by the applicable First Source Employment Agreement requirements, retroactively, from the start of work throughout the duration of the contract.
- E. DOES will provide recruitment, referral, and placement services to the EMPLOYER, subject to the limitations in this Agreement.
- F. DOES and the EMPLOYER agree that, for purposes of this Agreement, new hires and jobs created for the Project (both union and nonunion) include all of EMPLOYER'S job openings and vacancies in the Washington Metropolitan Statistical Area created for the Project as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce, as a result of this Project.
- G. This Agreement includes apprentices as defined in D.C. Official Code §§ 32-1401- 1431.

DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any collective bargaining unit involved with this Project a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will promptly provide them to DOES.

The EMPLOYER who contracts with the District of Columbia government to perform construction, renovation work, or information technology work with a single contract, or cumulative contracts, of at least \$500,000, within a 12-month period will be required to register an apprenticeship program with the District of Columbia Apprenticeship Council as required by DC Code 32-1431.

- H. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise this First Source Agreement shall remain in full force and effect and transferee shall remain subject to all provisions herein. In addition, the EMPLOYER as a condition of transfer shall:
 - 1. Notify the party taking possession of the existence of this EMPLOYER'S First Source Employment Agreement.
 - 2. Notify DOES within 7 business days of the transfer. This notice will include the

name of the party taking possession and the name and telephone of that party's representative.

- I. The EMPLOYER and DOES may mutually agree to modify this Agreement. Any modification shall be in writing, signed by the EMPLOYER and DOES and attached to the original Agreement.
- J. To the extent that this Agreement is in conflict with any federal labor laws or governmental regulations, the federal laws or regulations shall prevail.

III. TRAINING

- A. DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs as approved by DOES; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and will be set forth in a separate Training Agreement.

IV. RECRUITMENT

- A. The EMPLOYER shall complete the attached Revised Employment Plan that will include the information outlined in Section I.P.
- B. The EMPLOYER shall register and post all job vacancies with the Job Bank Services of DOES at www.dcnetworks.org a minimum of 10 days. Should you need assistance posting job vacancies, please contact Job Bank Services at (202) 698-6001.
- C. The EMPLOYER shall notify DOES of all new jobs created for the Project within at least 7 business days (Monday - Friday) of the EMPLOYERS' identification/creation of the new jobs. The Notice of New Job Creation shall include the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed. This must be done before using any other referral source.
- D. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce shall be reported to DOES for placement and referral, if the job is newly created. EMPLOYER shall provide DOES a Notice of New Job Creation that details such promotions in accordance with Section IV.C.
- E. The EMPLOYER will submit to DOES, prior to commencing work on the Project, a list of Current Employees that includes the name, social security number, and residency status of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project. All EMPLOYER information reviewed or gathered, including social security numbers, as a result of DOES' monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.

V. REFERRAL

- A. DOES will screen applicants through carefully planned recruitment and training events and provide the EMPLOYER with a list of qualified applicants according to the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed as supplied by the EMPLOYER in its Notice of New Job Creation set forth above in Section IV.C.

- B. DOES will notify the EMPLOYER of the number of applicants DOES will refer, prior to the anticipated hiring dates.

VI. PLACEMENT

- A. EMPLOYER shall in good faith, use reasonable efforts to select its new hires or employees from among the qualified applicants referred by DOES. All hiring decisions are made by the EMPLOYER.
- B. In the event that DOES is unable to refer qualified applicants meeting the EMPLOYER'S established qualifications, within 7 business days (Monday - Friday) from the date of notification from the EMPLOYER, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. However, the EMPLOYER shall still be required to meet the First Source hiring requirements or hours worked percentages for all jobs created by the Project.
- C. After the EMPLOYER has selected its employees, DOES is not responsible for the employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

VII. REPORTING REQUIREMENTS

- A. EMPLOYER with a single contract valued at \$300,000 or more on a Project that received government assistance totaling between \$300,000 and \$5,000,000, a provision that at least 51% of the new employees hired to work on the Project shall be District residents.
- B. EMPLOYER shall register in the First Source Online Registration and Reporting System for electronic submission of all monthly Contract Compliance data, weekly certified payrolls and any other documents required by DOES for reporting and monitoring.
- C. EMPLOYER shall submit to the Department of Employment Services each month following the start of the Project a hiring compliance report for the Project that includes the:
 - 1. Number of new job openings created/available;
 - 2. Number of new job openings listed with DOES, or any other District Agency;
 - 3. Number of DC residents hired for new jobs;
 - 4. Number of employees transferred to the Project;
 - 5. Number of DC residents transferred to the Project;
 - 6. Direct or indirect labor cost associated with the project;
 - 7. Each employee's name, job title, social security number, hire date, residence, and referral source; and
 - 8. Workforce statistics throughout the entire project tenure.
- D. EMPLOYER with a single contract valued at \$300,000 or more on a Project that received government assistance totaling \$5 million or more shall meet the following hours worked percentages for all jobs created by the Project:
 - 1. At least 20% of journey worker hours by trade shall be performed by DC residents;
 - 2. At least 60% of apprentice hours by trade shall be performed by DC residents;
 - 3. At least 51% of the skilled laborer hours by trade shall be performed by DC residents; and
 - 4. At least 70% of common laborer hours shall be performed by DC residents.

- E. EMPLOYERS shall provide the following cumulative statistics, that will be used to create the monthly report, by uploading certified payrolls or payroll data into the LCPtracker reporting system:
1. Number of journey worker hours worked by DC residents by trade;
 2. Number of hours worked by all journey workers by trade;
 3. Number of apprentice hours worked by DC residents by trade;
 4. Number of hours worked by all apprentices by trade;
 5. Number of skilled laborer worker hours worked by DC residents by trade;
 6. Number of hours worked by all skilled laborers by trade;
 7. Number of common laborer hours worked by DC residents by trade; and
 8. Number of hours worked by all common laborers by trade.
- F. EMPLOYER may “double count” hours for the “hard to employ” up to 15% of total hours worked by DC Residents; however, a collective bargaining agreement shall not be a basis for waiver of this requirement.
- G. For construction Projects that are not subject to Davis-Bacon law in which certified payroll records do not exist, EMPLOYER shall submit monthly documents of workers employed on the Project to DOES, including DC residents and all employment classifications of hours worked.
- H. EMPLOYER may also be required to provide verification of hours worked or hiring percentages of DC residents, such as internal payroll records for construction Projects that are not subject to Davis-Bacon.
- I. Monthly, EMPLOYER shall submit weekly certified payrolls from all subcontractors at any tier working on the Project to the Contracting Agency. EMPLOYER is also required to make payroll records available to DOES as a part of compliance monitoring, upon request at job sites.

VIII. FINAL REPORT AND GOOD FAITH EFFORTS

- A. With the submission of the final request for payment from the Contracting Agency, the Beneficiary and/or EMPLOYER shall:
1. Report to DOES its compliance with the hiring or hours worked percentage requirements for all jobs created by the Project, and report the hours that DC residents worked for each trade classifications in each area of the Project; or
 2. Submit to DOES a request for a waiver of the hiring or hours worked percentage requirements for all jobs created by the Project that will include the following documentation:
 - a. Documentation supporting EMPLOYER’S good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources; and
 - c. Advertisement of job openings listed with DOES and other referral sources.
- B. DOES may waive or partially waive the hiring or hours worked percentage requirements for jobs created by the Project, and/or the required hours of DC residents for each trade classifications, if DOES finds that the Beneficiary or EMPLOYER, including its contractors or subcontractors:
1. DOES certified that Beneficiary or Employer demonstrated a good faith effort to comply, as set forth in Section VIII.C.; or

2. Is located outside the Washington Metropolitan Statistical Area, and none of the contract work is performed inside the Washington Metropolitan Statistical Area;
 3. The beneficiary published each job opening or part-time work needed for 7 calendar days in a District newspaper of city-wide circulation; and
 4. The DOES certified that there are insufficient eligible applicants from the First Source Register that possess the skills required by the positions, or the eligible applicants are not available for part-time work or do not have a means to travel to the onsite jobs; or
 5. Beneficiary/Employer entered into a special workforce development training or placement arrangement with DOES or with the District of Columbia Workforce Intermediary.
- C. DOES shall consider documentation of the following when making a determination of a good-faith effort to comply:
1. DOES has certified that there are insufficient number of District residents in the labor market possessing the skills required by the EMPLOYER for the positions created as a result of the Project.
 2. Whether the EMPLOYER posted the jobs on the DOES job website for a minimum of 10 calendar days;
 3. Whether the EMPLOYER advertised each job opening in a District newspaper with city-wide circulation for a minimum of 7 calendar days;
 4. Whether the EMPLOYER advertised each job opening in special interest publications and on special interest media for a minimum of 7 calendar days;
 5. Whether the EMPLOYER hosted informational/recruiting or hiring fairs;
 6. Whether the EMPLOYER contacted churches, unions, and/or additional Workforce Development Organizations;
 7. Whether the EMPLOYER interviewed employable candidates;
 8. Whether the EMPLOYER created or participated in a workforce development program approved by DOES;
 9. Whether the EMPLOYER created or participated in a workforce development program approved by the District of Columbia Workforce Intermediary;
 10. Whether the EMPLOYER substantially complied with the relevant monthly reporting requirements set forth in this section;
 11. Whether the EMPLOYER has submitted and substantially complied with its most recent employment plan that has been approved by DOES; and
 12. Any additional documented efforts.

IX. MONITORING

- A. DOES is the District agency authorized to monitor and enforce the requirements of the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2 219.01 – 2.219.05), and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431). As a part of monitoring and enforcement, DOES may require and EMPLOYER shall grant access to Project sites, employees, and documents.
- B. EMPLOYER'S noncompliance with the provisions of this Agreement may result in the imposition of penalties.
- C. All EMPLOYER information reviewed or gathered, including social security numbers, as a result of DOES' monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.
- D. DOES shall monitor all Projects as authorized by law. DOES will:
 - 1. Review all contract controls to determine if the Beneficiary or EMPLOYER, including any Contractors or Subcontractors, are subject to the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011.
 - 2. Notify stakeholders and company officials and establish meetings to provide technical assistance involving the First Source Process.
 - 3. Make regular construction site visits to determine if the Prime or Subcontractors' workforce is in concurrence with the submitted Agreement and Monthly Compliance Reports.
 - 4. Inspect and copy certified payroll, personnel records and any other records or information necessary to ensure the required workforce utilization is in compliance with the First Source Law.
 - 5. Conduct desk reviews of *Monthly Compliance Reports*.
 - 6. Educate EMPLOYERS about additional services offered by DOES, such as On-the-Job training programs and tax incentives for EMPLOYERS who hire from certain categories.
 - 7. Monitor and complete statistical reports that identify the overall project, contractor, and subcontractors' hiring or hours worked percentages.
 - 8. Provide formal notification of non-compliance with the required hiring or hours worked percentages, or any alleged breach of the First Source Law to all contracting agencies, and stakeholders. ***(Please note: EMPLOYERS are granted 30 days to correct any alleged deficiencies stated in the notification.)***

X. PENALTIES

- A. Willful Breach of the Agreement by the EMPLOYER, failure to submit the contract compliance reports, deliberate submission of falsified data may result in DOES imposing a fine of 5% of the total amount of the direct and indirect labor costs of the Project, in addition to other penalties provided by law. Failure to meet the required hiring requirements or failure to receive good faith waiver may result in the Department of Employment Services

imposing a penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the Project for each percentage by which the beneficiary fails to meet the hiring requirements.

- B. EMPLOYERS who have been found in violation 2 times or more over a 10 year period may be debarred and/or deemed ineligible for consideration for Projects for a period of 5 years.
- C. Within 90 days of a Determination of a Penalty, the Beneficiary or Employer may appeal the violations or fines by filing a complaint with the Contract Appeals Board in accordance with D.C. Code §2-360.03 and §2-360.04.

I hereby certify that I have the authority to bind the EMPLOYER to this Agreement from the start of work on the Project, throughout the duration of the Project, and agree to all terms and conditions herein.

By:

EMPLOYER Senior Official (Print)

Date

EMPLOYER Senior Official (Signature)

Name of Company

Address

Telephone

Email

Signature Department of Employment Services

Date



GOVERNMENT OF THE DISTRICT OF COLUMBIA

REVISED EMPLOYMENT PLAN

All Contracts between \$300,000 and \$5 million



I. REVISED FIRST SOURCE EMPLOYMENT PLAN

GOVERNMENT-ASSISTED PROJECT/CONTRACT INFORMATION

DISTRICT CONTRACTING AGENCY: _____

CONTRACTING OFFICER: _____

TELEPHONE NUMBER: _____

TOTAL CONTRACT AMOUNT: _____

EMPLOYER CONTRACT AMOUNT: _____

PROJECT NAME: _____

PROJECT ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PROJECT DESCRIPTION OF WORK: _____

PROJECT START DATE: _____ PROJECT END DATE: _____

EMPLOYER START DATE: _____ EMPLOYER END DATE: _____

EMPLOYER INFORMATION

EMPLOYER NAME: _____

COMPANY NAME: _____

EMPLOYER ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER: _____ FEDERAL IDENTIFICATION NO.: _____

CONTACT PERSON: _____

TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

EMPLOYER DESCRIPTION OF WORK: _____

GENERAL CONTRACTOR WILL MEET THE HIRING OR HOURS WORKED PERCENTAGES
REQUIREMENTS FOR ENTIRE PROJECT ☐ OR PER EACH SUBCONTRACTOR ☐

A. EMPLOYMENT HIRING PROJECTIONS

ALL EMPLOYERS:

Please indicate ALL new position(s) you will create as a result of the project. If you WILL NOT be creating any new employment opportunities, please complete the attached justification sheet with an explanation. Attach additional sheets as needed.

JOB TITLE		# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A					
B					
C					
D					
E					
F					
G					
H					

February 15, 2018



GOVERNMENT OF THE DISTRICT OF COLUMBIA
REVISED EMPLOYMENT PLAN



B. JUSTIFICATION SHEET: Please provide a detailed explanation of why the Employer will not have any new hires on the project.

This page to be completed by Employer

Employer Initials

C. EMPLOYMENT PROJECTIONS

February 15, 2018



- I. Provide a timetable outlining the 51% Hiring of District Resident over the life of the project or contract and an associated hiring schedule.
- II. Provide descriptions of the skill requirements by job title or position, including industry-recognized certifications required for the different positions.
- III. Provide a strategy to fill the 51% hiring of District residents requirement, including a component on communicating these requirements to contractors and subcontractors and a component on potential community outreach partnerships with the University of the District of Columbia, the University of the District of Columbia Community College, the Department of Employment Services, Jointly Funded Apprenticeship Programs, the District of Columbia Workforce Intermediary, or other government-approved, community-based job training providers.

This page to be completed by Employer

Employer Initials



GOVERNMENT OF THE DISTRICT OF COLUMBIA
REVISED EMPLOYMENT PLAN



C. EMPLOYMENT PROJECTIONS (Continued)

- IV. This strategy should include a remediation strategy to ameliorate any problems associated with meeting these 51% Hiring of District Resident requirements, including any problems encountered with contractors and subcontractors.

- V. The designation of a senior official from the Employer who will be responsible for implementing the hiring and reporting requirements.

- VI. Provide descriptions of the health and retirement benefits that will be provided to District residents working on the project or contract.

- VII. Provide a strategy to ensure that District residents who work on the project or contract receive ongoing employment and training opportunities after they complete work on the job for which they were initially hired and a review of past practices in continuing to employ District residents from one project or contract to the next.

This page to be completed by Employer

Employer Initials
February 15, 2018



GOVERNMENT OF THE DISTRICT OF COLUMBIA
REVISED EMPLOYMENT PLAN



D. EMPLOYMENT PROJECTIONS *(continued)*

- VIII. Provide a strategy to hire graduates of District of Columbia Public Schools, District of Columbia Public Charter Schools, community-based job training providers, and hard-to-employ residents.
- IX. Please disclose past compliance with the First Source Employment Agreement Act of 1984 or the Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011 and the Davis-Bacon Act, where applicable, and the bidder or offeror's general District-resident hiring practices on projects or contracts completed within the last two (2) years.
- X. Please note that EMPLOYERS with construction projects must make payroll records available upon request at job sites to the contracting District of Columbia agency.

This page to be completed by Employer

Employer Initials



CURRENT EMPLOYEES: Please list the names, residency status and ward information of all current employees, including apprentices, trainees, and transfers from other projects, who will be employed on the Project. Attach additional sheets as needed.

[illegible]

This page to be completed by Employer

Employer Initials February 15, 2018



SBE Subcontracting Plan FAQs & Checklist

This Checklist and FAQs are being provided to assist you in completing the SBE Subcontracting Plan. You must submit the Subcontracting Plan for all construction and non-construction contracts for government-assisted projects and for any application for a Class A Operator, Class B Operator, or Management Service Provider (MSP) license to be issued by the Office of Lottery & Gaming (OLG). You must adhere to all District laws regarding the requirements of Subcontracting Plans, the instructions on the SBE Subcontracting Plan (below), and any instructions provided by the procuring agency or OLG.

FREQUENTLY ASKED QUESTIONS

- **Who is required to complete an SBE Subcontracting Plan?**
 - All beneficiaries of construction or non-construction contracts for government-assisted projects in excess of \$250,000 must submit an SBE Subcontracting Plan unless the subcontracting requirement is otherwise fully waived by the Director of the Department of Small & Local Business Development. A partial waiver still requires an SBE Subcontracting Plan.
- **What is the duration for allocating at least 35% of the contract value to SBE?**
 - For an agency contract at least 35% of the dollar volume of the contract shall be subcontracted to a qualified SBE for each performance period for the life of the contract.
- **I am a CBE Prime Contractor doing 100% of the work under my contract, am I required to complete the SBE Subcontracting Plan?**
 - If a CBE Prime is selected as a beneficiary of a construction or non-construction contract and will perform 100% of the work, subcontracting is not required. If 100% of the work is performed by the CBE Prime, it shall attest to completing 100% of the work. However, if a CBE Prime subcontracts any portion of the work, 35% of the total amount subcontracted must be with an SBE. For example, if a CBE Prime receives a contract for \$1,000,000 and will perform only \$900,000 of the contract, 35% of the remaining \$100,000 (*i.e.*, \$35,000) must be subcontracted to qualified SBEs. The SBE Subcontracting Plan, based on this example, should be completed.
- **Will DSLBD credit 100% of a CBE's subcontract towards my subcontracting goal?**
 - DSLBD will only provide credit towards your subcontracting goal for work whereby a SBE provides a commercially useful function. For example, if a Prime contractor awards a \$100,000 contract to an SBE subcontractor to procure software licenses at \$95,000, and the remaining \$5,000 is paid to the SBE for obtaining those software licenses, only the \$5,000 will be credited towards the subcontracting goal. Any pass-thru costs or other work where the SBE is not providing a commercially useful function--with its own organization and resources--will not be credited.
- **Does my SBE Subcontracting Plan have to cover all options periods of the contract or solely the current performance period?**
 - The SBE Subcontracting Plan should only include information for the current period of performance. Thus, the SBE Subcontracting Plan should not represent anticipated option periods. A new subcontracting plan must be submitted and executed before the start of each period of performance.
- **The base period of my contract was awarded during the COVID-19 Public Health Emergency (*i.e.*, March 11, 2020, through November 5, 2021). What is my subcontracting requirement for my performance periods that fall outside of those dates?**
 - If the base period of your contract was awarded during the public health emergency, you are required to maintain a 50% subcontracting requirement for all options and extensions associated with that contract unless otherwise reduced or waived by the Director of DSLBD.
- **I do not believe I can meet the required 35% or 50% subcontracting requirement. What must I do to waive this requirement?**
 - If you believe you cannot achieve the required subcontracting requirements, you should communicate this concern to the contracting officer or other procuring staff before signing your contract. Only the Director of DSLBD can waive the subcontracting requirements, and DSLBD does not retroactively approve waivers. For instance, if a contract is executed before a final determination has been rendered by DSLBD's Director, you will be required to achieve the subcontracting requirement, or the contract may be voided, pursuant to District law.
 - The contracting officer is required to submit a waiver request to DSLBD for the contract **for each period of performance**. Beneficiaries are not permitted to submit a waiver request. DSLBD does



not approve waivers retroactively; therefore, contracting officers and beneficiaries should ensure that the waiver is approved prior to executing the contract. Otherwise, the contract is **voidable** pursuant to District law.

➤ **Can I utilize any CBE to meet my subcontracting requirements or does it have to be an SBE specifically?**

If there are insufficient qualified SBEs to completely fulfill the subcontracting requirement, then the requirement may be satisfied by subcontracting a CBE; provided, that all reasonable efforts shall be made to ensure that qualified SBEs are significant participants in the overall subcontracting work.



SBE SUBCONTRACTING PLAN

INSTRUCTIONS: All construction & non-construction contracts for **government-assisted projects (agency contracts & private projects with a District subsidy)** over \$250,000, shall require at least 35% of the total dollar volume of the contract (i.e., the total amount of agency contract or total private project development costs) be subcontracted to Small Business Enterprises (SBE), and if insufficient qualified SBEs to Certified Business Enterprises (CBE). The SBE Subcontracting Plan must list all SBE and CBE subcontracts at every tier. Once the SBE Subcontracting Plan is submitted for agency contracts, options, and extension, it can only be amended by the Director of the Department of Small & Local Business Development

SUBMISSION OF CBE PLAN:

- ◇ For **agency** solicitations – submit to the agency with bid/proposal.
- ◇ For **agency** options & extensions – submit to the agency before an option or extension is exercised.
- ◇ For **public-private projects** – submit to DSLBD, the agency project manager, and with each quarterly report. As private projects may not have awarded all contracts at the time the District subsidy is granted, the SBE Subcontracting Plan may be submitted simultaneously with each quarterly report and list all SBE/CBE subcontracts executed by the time of submission.

CREDIT: For each subcontract listed on the SBE Subcontracting Plan, credit will only be given for the portion of the subcontract performed, at every tier, by an SBE/CBE using *its own organization and resources*. **COPIES OF EACH FULLY EXECUTED SUBCONTRACT WITH SBEs AND CBEs (AT EVERY TIER) MUST BE PROVIDED TO RECEIVE CREDIT.**

CERTIFICATION INFORMATION: Certification as a Local Business Enterprise (**LBE**) is a prerequisite to be certified in any additional business enterprise category within the CBE Program. The Small Business Enterprise (**SBE**) is a category of the Certification. However, not all CBEs have a Small Business Enterprise (SBE) category. If the subcontracting plan is with a CBE without the SBE category, the contract may not receive credit towards the subcontracting goal for work provided by the CBE if there were qualified SBEs that could have been utilized to completely fulfill the subcontracting requirement.

The certification number must include the **Local Business Enterprise (LBE)** and **Small Business Enterprise (SBE) categories**. i.e., Certification Number: **LSXXXXXXXXX2026**.

SUBCONTRACTING CREDIT PURSUANT D.C. LAW 24-39:

Pursuant to the Coronavirus Support Temporary Amendment Act of 2021 and the Public Emergency Extension and Eviction and Utility Moratorium Phasing Emergency Amendment Act of 2021, contracts awarded during the Public Health Emergency shall receive credit as follows:

- (1) For every dollar expended by a beneficiary with a resident-owned business, the beneficiary shall receive a credit for \$1.10 against the CBE minimum expenditure.
- (2) For every dollar expended by a beneficiary with a disadvantaged business enterprise, the beneficiary shall receive a credit for \$1.25 against the CBE minimum expenditure.
- (3) For every dollar expended by a beneficiary that uses a company designated as both a disadvantaged business enterprise and as a resident-owned business, the beneficiary shall receive a maximum credit for \$1.30 against the CBE minimum expenditure.

EXEMPTION: If the **Beneficiary (e.g., the Prime Contractor or Developer)** is a CBE and will perform the ENTIRE **government-assisted project** with *its own organization and resources* and will NOT subcontract any portion of the services and goods, then the CBE Beneficiary is not required to subcontract to SBEs.



SECTION 1. BENEFICIARY AND SOLICITATION/CONTRACT/SPORTS WAGERING APPLICANT INFORMATION

Section 1A. BENEFICIARY INFORMATION

Company: _____ Contact #: _____ Email address: _____
Street Address: _____ City/ State/ Zip Code: _____
Company's point of contact for agency contract, private project, or Sports Wagering Licensee:
Point of Contact: _____ Title: _____
Contact #: _____ Email address: _____
Street Address: _____

Section 1B. SOLICITATION/CONTRACT/SPORTS WAGERING APPLICANT INFORMATION

Solicitation /Contract/ApplicantNo.: _____ Solicitation Due Date: _____
Agency: _____ Total Dollar Amount of Contract: _____
Total Value of **ALL** CBE Subcontracts: _____
(Include all lower tiers)

Please select all the applicable subcontracting requirements for this solicitation:
☐ 35% Subcontracting Requirement
☐ 50% Subcontracting Requirement
☐ DSLBD approved an adjusted subcontracting requirement:
➤ Adjusted Subcontracting Requirement: _____%

I affirm that the value of all my CBE Subcontracts meets or exceeds the subcontracting requirement required under this solicitation or contract. Further, I understand that DSLBD will only provide credit towards my SBE Subcontracting Requirement for work whereby a CBE provided a commercially useful function with its own organization and resources.
☐ I AGREE
☐ I DISAGREE

Section 1C. CBE BENEFICIARY (ONLY COMPLETE IF THE BENEFICIARY IS A CERTIFIED BUSINESS ENTERPRISE)

If the Beneficiary is a Certified Business Enterprise, select all that apply and provide the following information:
☐ I am a CBE that **WILL** perform 100% of the contracting effort with my own organization and resources and will not subcontract any portion of the contract. Therefore, I am NOT required to submit an SBE Subcontracting Plan that demonstrates subcontracting.
☐ I am a CBE that **WILL NOT** perform 100% of the contracting effort with my own organization and resources and will subcontract a portion of the contract. Therefore, I understand I am required to submit an SBE Subcontracting Plan (located in Section on 2) that demonstrates that the required subcontracting amount, as indicated above, will go to qualified CBEs.

Please include the percentage of the contract the CBE Prime will perform under the contract or project.
➤ The CBE Prime will self-perform _____% of the contract's total dollar volume of the contract or project.
Please provide the current CBE Certification Number of the CBE Prime.
➤ CBE Certification No. _____



BENEFICIARY ATTESTATION

I declare, certify, verify, attest, and state under penalty of perjury that the information provided above is true and correct to the best of my knowledge and belief. Pursuant to D.C. Official Code § 22-2402, I understand that a person convicted of perjury shall be fined not more than \$5,000 or imprisoned for not more than 10 years, or both. I understand that any false or fraudulent statement that I provide or assert may be grounds for revocation of my CBE registration pursuant to D.C. Official Code § 2-218.63. Further, a Prime Contractor, Developer, CBE, Certified Joint Venture, or Sports Wagering Licensee that fails to comply with the requirements of the Small and Certified Business Enterprise Development and Assistance Amendment Act of 2005, as amended, (D.C. Law 20-108) (the "Act"), shall be subject to penalties as outlined in the Act.

PRINT NAME: _____

SIGNATURE: _____

JOB TITLE: _____

DATE: _____

Section 2.

SBE/CBE SUBCONTRACTORS (FOR EACH TIER):

CBE Subcontractor Company Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE	
_____	_____	_____	_____	_____	
SBE/CBE Point of Contact:			CBE Subcontractor Self-Performance Indicator:		
Name: _____ Title: _____ Telephone Number: _____ Email Address: _____			<input type="checkbox"/> This CBE will perform the ENTIRE subcontract with its own organization and resources. <input type="checkbox"/> This CBE will subcontract a portion of the subcontract and will perform _____% of the subcontract's total dollar volume. NOTE: If the CBE will not self-perform 100% of the subcontract, it must list each lower-tier CBE subcontractor below.		
LOWER TIER CBE Subcontractor Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE	Tier (e.g., 1 st , 2 nd , 3 rd , 4 th , etc.)
_____	_____	_____	\$ _____	_____	_____
_____	_____	_____	\$ _____	_____	_____
_____	_____	_____	\$ _____	_____	_____
_____	_____	_____	\$ _____	_____	_____
_____	_____	_____	\$ _____	_____	_____



CBE Subcontractor Company Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE

SBE/CBE Point of Contact:	CBE Subcontractor Self-Performance Indicator:
Name: <input type="text"/> Title: <input type="text"/> Telephone Number: <input type="text"/> Email Address: <input type="text"/>	<input type="checkbox"/> This CBE will perform the ENTIRE subcontract with its own organization and resources. <input type="checkbox"/> This CBE will subcontract a portion of the subcontract and will perform <input type="text"/> % of the subcontract's total dollar volume. NOTE: If the CBE will not self-perform 100% of the subcontract, it must list each lower-tier CBE subcontractor below.

LOWER TIER CBE Subcontractor Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE	Tier (e.g., 1 st , 2 nd , 3 rd , 4 th , etc.)
			\$ <input type="text"/>		
			\$ <input type="text"/>		
			\$ <input type="text"/>		
			\$ <input type="text"/>		
			\$ <input type="text"/>		

CBE Subcontractor Company Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE

SBE/CBE Point of Contact:	CBE Subcontractor Self-Performance Indicator:
Name: <input type="text"/> Title: <input type="text"/> Telephone Number: <input type="text"/> Email Address: <input type="text"/>	<input type="checkbox"/> This CBE will perform the ENTIRE subcontract with its own organization and resources. <input type="checkbox"/> This CBE will subcontract a portion of the subcontract and will perform <input type="text"/> % of the subcontract's total dollar volume. NOTE: If the CBE will not self-perform 100% of the subcontract, it must list each lower-tier CBE subcontractor below.

LOWER TIER CBE Subcontractor Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful	Tier (e.g., 1 st , 2 nd , 3 rd , 4 th , etc.)



				function by the CBE	
			\$		
			\$		
			\$		
			\$		
			\$		

CBE Subcontractor Company Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE

SBE/CBE Point of Contact:	CBE Subcontractor Self-Performance Indicator:
Name: Title: Telephone Number: Email Address:	<input type="checkbox"/> This CBE will perform the ENTIRE subcontract with its own organization and resources. <input type="checkbox"/> This CBE will subcontract a portion of the subcontract and will perform % of the subcontract's total dollar volume. NOTE: If the CBE will not self-perform 100% of the subcontract, it must list each lower-tier CBE subcontractor below.

LOWER TIER CBE Subcontractor Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE	Tier (e.g., 1 st , 2 nd , 3 rd , 4 th , etc.)
			\$		
			\$		
			\$		
			\$		
			\$		



AGENCY CONTRACT AWARD	PRIVATE PROJECT SUBSIDY AWARD
<p>Agency: _____</p> <p>Prime Contractor: _____</p> <p>Contract Number: _____</p> <p>Date SBE Subcontracting Plan Accepted: _____</p> <p>Date agency contract signed: _____</p> <p>Anticipated Start Date of Contract: _____</p> <p>Anticipated End Date of Contract: _____</p> <p>Total Dollar Amount of Contract: \$ _____</p> <p><i>*Design-Build must include total contract amount for both design and build phase of the project.</i></p> <p>35% of the Total Contract Amount: \$ _____</p> <p>35% of the Applicable Performance Period: \$ _____</p> <p>50% of Total Dollar Amount of Contract: \$ _____ (pursuant to D.C. Law 24-39)</p> <p>Total Amount of All SBE/CBE Subcontracts: \$ _____ (include every tier)</p> <p>(✓ if applies)</p> <p><input type="checkbox"/> Base Period Contract – Option/Extension Period: _____</p> <p><input type="checkbox"/> Multi-year Contract First Year (Period) of Contract: _____ Current Year (Period) of Contract: _____</p> <p><input type="checkbox"/> Design-Build – Date of Guaranteed Contract: _____</p> <p><input type="checkbox"/> Check if prime contractor is a CBE and will perform the ENTIRE government-assisted project (agency contract) with <i>its own organization and resources and NOT subcontract any portion of the services or goods.</i></p>	<p>Agency Providing Subsidy: _____</p> <p>District Subsidy: _____</p> <p>Developer: _____</p> <p>Amount of District Subsidy: _____</p> <p>Date District Subsidy Provided/ contract signed: _____</p> <p>Anticipated Start Date of Project: _____</p> <p>Anticipated End Date of Project: _____</p> <p>Project Name: _____</p> <p>Project Address: _____</p> <p>Total Development Project Budget: \$ _____ (include pre-construction and construction costs)</p> <p>35% of the Total Development Project Budget: \$ _____</p> <p>50% of Total Dollar Amount of Contract: \$ _____ (pursuant to D.C. Law 24-39)</p> <p>Total Amount of All SBE/CBE Subcontracts: \$ _____ (include every lower tier)</p> <p><input type="checkbox"/> Check if developer is a CBE and will perform the ENTIRE government-assisted project (private project) with <i>its own organization and resources and NOT subcontract any portion of services or goods.</i></p>
<p style="color: red; font-weight: bold;"> <input type="checkbox"/> AGENCY CONTRACTING OFFICER'S AFFIRMATION OR <input type="checkbox"/> AGENCY PROJECT MANAGER'S AFFIRMATION (✓ which applies) </p> <p>The below Agency Contracting Officer or Agency Project Manager affirms the following (✓ to affirm):</p> <p><input type="checkbox"/> If the Beneficiary is a CBE, DSLBD was contacted to confirm Beneficiary's CBE certification.</p> <p><input type="checkbox"/> The fully executed Contract (Base or Option or Extension or Multi-Year) or subsidy document, between the Beneficiary and Agency, was emailed to DSLBD at Compliance.Enforcement@dc.gov within five (5) days of signing:</p> <p><input type="checkbox"/> FOR AGENCY CONTRACT the SBE Subcontracting Plan, submitted by Beneficiary, was emailed to DSLBD at Compliance.Enforcement@dc.gov within five (5) days of signing the contract between the Beneficiary and Agency.</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>_____ Name of Agency Contracting Officer or Agency Project Manager</p> <p>_____ Title of Agency Contracting Officer or Agency Project Manager</p> </div> <div style="width: 45%; text-align: center;"> <p>_____ Signature</p> </div> </div> <div style="display: flex; justify-content: center;"> <div style="width: 45%; text-align: center;"> <p>_____ Date</p> </div> </div>	

BID BOND (See Instructions on 2 nd page)		Date Bond Executed (Must be same or later than date Bid Opening Date)				
PRINCIPAL (Legal Name and Address)		TYPE OF ORGANIZATION ("x")				
		<input type="checkbox"/> INDIVIDUAL		<input type="checkbox"/> PARTNERSHIP		
		<input type="checkbox"/> JOINT VENTURE		<input type="checkbox"/> CORPORATION		
		STATE OF INCORPORATION				
		PENAL SUM OF BOND				
SURETY (IES) (Name(s) and Address(es))		AMOUNT NOT TO EXCEED				
		MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	5% OF BID
		BID IDENTIFICATION				
		BID OPENING DATE		INVITATION NO.		
<p>KNOW ALL MEN BY THESE PRESENTS. That we, the Principal and Surety(ies) hereto are firmly bounds to the District of Columbia Government, a municipal corporation, hereinafter called the District, in the above penal sum for the payment of which we bind ourselves, our heirs, executors, and successors, jointly and severally; Provided that, where the Surety (ies) are corporations acting as co-sureties, we, the Sureties bind ourselves in such sum "jointly" and "severally; only for the purpose of allowing a joint action against any or all of u, and for all other purposes each Surety bonds itself, jointly and serially with the Principal, for he payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.</p> <p>THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the bid identified above. NOW THEREFORE, if the Principal shall not withdraw said bid within the period specified there in after the receipt of the same, or, no period be specified, within ten (10) calendar days after being called upon to do so, furnish Performance & Payment Bonds with good and sufficient surety, as may be required, for the faithful performance and proper fulfillment of the Contract, and for the protection of all persons supplying labor and material in the prosecution of the work provided for in such Contract or, in the event of withdrawal of said bid, within the period specified, or the failure to furnish such bond within the time specified, if the Principal shall pay the District the difference between the amount specified in said bid and the amount of which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue. Each Surety executing this bond hereby agrees that its obligation shall not be impaired by extension(s) of time form acceptance of the bid that the Principal may grant to the District, notice of which extension(s) to Surety (ies) being hereby waived; Provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.</p> <p>IN WITNESS WEHREOF, the Principal and Surety (ies) have executed this payment bond and have affixed their seals on the date set forth above.</p>						
PRINCIPAL						
1. Signature		1. Attest			Corporate Seal	
(Seal)						
Name & Title (typed)		Name & Title (typed)				
2. Signature		2. Attest			Corporate Seal	
(Seal)						
Name & Title (typed)		Name & Title (typed)				

I, _____, certify that I am _____, Secretary of the Corporation, named as Principal herein, that _____, who signed this bond, on behalf of the Principal, was then of said Corporation; that I know his signature, and his signature thereto is genuine; that said bond was duly signed and sealed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

Secretary of Corporation

SURETY (IES)

1. Name & Address (typed)		State of Inc.	Liability Limit	Corporate Seal
Signature of Attorney-in-Fact		Attest (Signature)		
Name & Address (typed)		Name & Address (typed)		
1. Name & Address (typed)		State of Inc.	Liability Limit	Corporate Seal
Signature of Attorney-in-Fact		Attest (Signature)		
Name & Address (typed)		Name & Address (typed)		

INSTRUCTIONS

- This form shall be used whenever a bid guaranty is required in connection with construction, alteration and repair work, and any solicitation requiring a bid bond.**
- Corporations name should appear exactly as it does on Corporate Seal and inserted in the space designated "Principal: on the face of this form. If practicable, bond should be signed by the President or Vice President: if signed by other official, evidence of authority must be furnished. Such evidence should be in the form of an Extract or Minutes of a Meeting of the Board of Directors, or Extract of Bylaws, certified by the Corporate Secretary, or Assistant Secretary and Corporate Seal affixed thereto. CERTIFICATE AS TO CORPAORTION must be executed by Corporate Secretary or Assistant Secretary.**
- Corporations executing the bond as sureties shall be among those appearing on the U.S. Treasury Department's list of approved sureties and shall be acting within the limitations set forth therein, and shall also be licensed by the Insurance Administration, Department of Consumer and Regulatory Affairs, to do business in the District of Columbia. The surety shall attach an adequate Power-of-Attorney for each representative signing the bond.**
- Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the word "seal"; two witnesses shall sign and include their addresses, under the word "witness". If executed in Maine or New Hampshire, an adhesive seal shall be affixed.**
- Name of all partners must be set out in body of bond form, with the recital that they are partner composing a firm, naming all members of the firm shall execute the bond as individuals. Each signature must be witnessed by two persons and addresses supplied.**

[Contractor's Letterhead]

[Insert Date]

Eddie Whitaker
University of the District of Columbia
4200 Connecticut Avenue, NW
Washington, DC 20008

Attn: Contracting Officer

Reference: Invitation for Bid No. GF-2024-B-0033, Van Ness Emergency Garage Structural Repairs

Dear Mr. Whitaker:

On behalf of [insert name of Bidder], I am pleased to submit this proposal in response to the University of the District of Columbia's Invitation for Bid (IFB) No. GF-2024-B-0033, Van Ness Emergency Garage Structural Repairs for the University of the District of Columbia. The Offeror has reviewed the IFB and the attachments to it, as well as any addenda to it, and has conducted due diligence and analysis as the Offeror, in its sole judgment, has deemed necessary to submit its Bid in response to the IFB.

The Bidder's proposal is as follows:


PRICE SCHEDULE

The contractor must bid a lump sum fixed price for the following contract line items (CLINs) described below.

Contract Line Item No. (CLIN)	ITEM DESCRIPTION	Total Price
B.3	Van Ness Emergency Garage Structural Repairs	
LUMP SUM BID PRICE		
The Bidder's Price Bid shall include a detailed breakdown in Sections B.6 of the total cost proposed		

Authorized Signature
Title

Amendments 1 -5

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number		Page of Pages		
					1 5		
2. Amendment/Modification Number		3. Effective Date		4. Requisition/Purchase Request No.		5. Solicitation Caption	
GF-2024-B-0033_001		September 20, 2024				Van Ness Parking Garage Emergency Structural Repairs	
6. Issued By:			Code		7. Administered By (If other than line 6)		
University of the District of Columbia					University of the District of Columbia		
Capital Procurement Division					Capital Procurement Division		
4200 Connecticut Avenue, NW, Room C01, Building 38					4200 Connecticut Avenue, NW, Room C01, Building 38		
Washington, DC 20008					Washington, DC 20008		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)				(X)		9A. Amendment of Solicitation No.	
						GF-2024-B-0033	
						9B. Dated (See Item 11)	
						10A. Modification of Contract/Order No.	
						10B. Dated (See Item 13)	
Code		Facility					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
X The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. X is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting and Appropriation Data (If Required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14							
A. This change order is issued pursuant to: (Specify Authority)							
The changes set forth in Item 14 are made in the contract/order no. in item 10A.							
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.							
C. This supplemental agreement is entered into pursuant to authority of:							
D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, X is required to sign this document and return <u>1</u> copy to the issuing office.							
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)							
Solicitation No. GF-2024-B-0033 for the Van Ness Parking Garage Emergency Structural Repairs is hereby amended as follows:							
1. Pre-bid conference sign-in sheet. (Attachment A)							
2. Pre-bid site visit: 1:00 P.M. October 3, 2024 (Attachment B)							
3. Drawings & Specifications: Email Michiko Gadson at mgadson@udc.edu.							
All other terms and condtions remain unchanged.							
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect							
15A. Name and Title of Signer (Type or print)				16A. Name of Contracting Officer			
				Eddie Whitaker			
15B. Name of Contractor			15C. Date Signed		16B. District of Columbia		16C. Date Signed
							9-26-24
(Signature of person authorized to sign)					(Signature of Contracting Officer)		

Attachment A

PRE-BID CONFERENCE ATTENDANCE (September 25, 2024 at 11:00 am)				
GF-2024-B-0033, Van Ness Parking Garage Emergency Structural Repairs				
NO	NAME	COMPANY	TELEPHONE NO.	EMAIL ADDRESS
1	Mary Ann Harris, Director & CCO	UDC, OCP	202-274-5426	mharris@udc.edu
2	Eddie Whitaker, Capital Procurement Manager & CO	UDC, OCP	202-274-6913	eddie.whitaker@udc.edu
3	Michiko Gadson, Senior Contract Specialist	UDC, OCP	202-274-5191	mgadson@udc.edu
4	Alex Garrett, AVP	UDC, Construction	202-274-5353	ajgarrett@udc.edu
5	Joanna Edwards, Project Manager & Contract Administrator	UDC, Construction	202-274-5025	joanna.edwards@udc.edu
6	Alan Walsh, Project Manager	UDC, Construction	202-274-6641	awalsh@udc.edu
7	Surinder Khanna, CM	UDC, Construction	703-400-4834	skhanna@udc.edu
8	Kurt A. Bedenbaugh, Project Manager	UDC, Construction	703-507-1441	kurtbedenbaugh@udc.edu
9	Joseph Sandoux, Project Manager	UDC, Construction	571-228-7710	joseph.sandoux@udc.edu
10	Pano Gianniotis, Principal	Alphatec, PC	202-797-5000	psg@alphatecpc.com
11	Spiro Gianniotis, Project Manager	Alphatec, PC	202-797-5000	spg@alphatecpc.com
12	Baran Radovan, Architectural Designer	Alphatec, PC	202-797-5000	rb@alphatecpc.com
13	Amarjit Singh	Protec Construction, Inc.	202-232-0080	amarjit@protecconstructioninc.net
14	Aslam Patmah, Project Manger	Protec Construction, Inc.	202-232-00800	aslam@protecconstructioninc.net
15	Dominic Huey	struc'tur'al	443-293-6398	dhuey@structural.net
16	Vijay Kasimsetty	Consys, Inc.	202-535-1333	vijay@consys-inc.net
17	Luis Bernardo	struc'tur'al	410-409-7589	lbernardo@structural.net
18	Jacob Caple	CP&R	410-298-2669	jcaple@concretecpr.com
19	Jacob Caple	CP&R	410-298-2669	dbickel@concretecpr.com
20	Bill Martel	CP&R	410-298-2669	wmartel@concretecpr.com
21	Dave Bickel	CP&R	410-298-2669	jcaple@concretecpr.com
22	Pat O'Malley	CP&R	410-298-2669	pomalley@concretecpr.com

Attachment B

Pre-bid Site Visit

Date: October 3, 2024

Time: 1:00PM

Location:

4200 Connecticut Avenue, N.W

Building 38, C01

Washington, DC 20008

Primary Contact:

Joanna Edwards

T: 202-274-5025

Back up Contact:

Kurt A. Bedenbaugh, Project Manager

C: (703) 507-1441

kurt.bedenbaugh@udc.edu

Surinder Khana, Construction Manger

C: 703-400-4834

skhanna@udc.edu

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages	
				1	5
2. Amendment/Modification Number GF-2024-B-0033_002	3. Effective Date See item 16C	4. Requisition/Purchase Request No.		5. Solicitation Caption Van Ness Parking Garage Emergency Structural Repairs	
6. Issued By: University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW, Room C01, Building 38 Washington, DC 20008		Code	7. Administered By (If other than line 6) University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW, Room C01, Building 38 Washington, DC 20008		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			(X)	9A. Amendment of Solicitation No. GF-2024-B-0033	
				9B. Dated (See Item 11)	
				10A. Modification of Contract/Order No.	
				10B. Dated (See Item 13)	
Code	Facility				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
	A. This change order is issued pursuant to: (Specify Authority)				
	The changes set forth in Item 14 are made in the contract/order no. in item 10A.				
	B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.				
	C. This supplemental agreement is entered into pursuant to authority of:				
	D. Other (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copy to the issuing office.					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) Solicitation No. GF-2024-B-0033 for the Van Ness Parking Garage Emergency Structural Repairs is hereby amended as follows: 1. Site visit sign-in sheet. (Attachment A) 2. Plan-holder's List (Attachment B) 3. The submission of questions are due by 3:00 P.M. Friday, October 10, 2024. 4. The submission of bids are due by 2:00 P.M. Thursday, October 31, 2024. All other terms and condtions remain unchanged.					
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect					
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer Eddie Whitaker		
15B. Name of Contractor	15C. Date Signed	16B. District of Columbia <i>Eddie Whitaker</i>		16C. Date Signed <i>10/7/2024</i>	
(Signature of person authorized to sign)		(Signature of Contracting Officer)			

Attachment A


Site Visit Sign-in Sheet (October 3, 2024 at 1:00 pm)				
GF-2024-B-0033, Van Ness Parking Garage Emergency Structural Repairs				
NO	NAME	COMPANY	TELEPHONE NO.	EMAIL ADDRESS
1	Joanna Edwards, Project Manager & Contract Administrator	UDC, Construction	202-274-5025	joanna.edwards@udc.edu
3	Kurt A. Bedenbaugh, Project Manager	UDC, Construction	703-507-1441	kurtbedenbaugh@udc.edu
4	Amarjit Singh	Protec Construction, Inc.	202-232-0080	amarjit@protecconstructioninc.net
6	Dominic Huey	struc'tur'al	443-293-6398	dhuey@structural.net
8	Vijay Kasimsetty	Consys, Inc.	202-535-1333	vijay@consys-inc.net
9	Jacob Caple	CP&R	410-298-2669	jcable@concretecpr.com
14	Frank Chiaramonte	Chiamonte Construction Company (CCC Builder)	202-562-0027	frank@cc-builder.com
15	Rahel Tessema	Kadcon	202-944-9400	rtessema@kadcon.com
16	ILam Nguyen	Winmar Construction	202-446-0745	nguyen@winmarconstruction.com

Attachment B

Plan Holders List
GF-2024-B-0033, Van Ness Parking Garage Emergency Structural Repairs

NO	NAME	COMPANY	TELEPHONE NO.	EMAIL ADDRESS
1	Jacob Caple	CP & R	410-409-7589	jcable@concretecpr.com
2	Aslam Patmah	Protec Construction	202-232-0080	Aslam@proteconstructioninc.net
3	Vijay R Kasimsetty	Consys, Inc.	202-545-1333	vijay@consys-inc.net
4	Lam Nguyen	Winmar Construction, Inc.	202-446-0745	lnguyen@winmarconstruction.com
5	Luis Bernardo	stuc'tur'al	443-293-6398	lbernardo@stuctural.net
6	Wade Hale	WL Gary Company, Inc.	202-236-1651	wadeh@wlgary.com
7	Gary Tvrdik	TITUS Consultants, LLC	703-470-2911	gtvrdik@titusconsultants.com
8	Tai Pham	Chiaramonte Construction Company	207-409-4624	TPHam@cc-builder.com
9	Candice Geter	W.M. Schlosser Company, Inc.	240.455.1498	cgeter@wmschlosser.com

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract Number		Page of Pages	
						1	1
2. Amendment/Modification Number GF-2024-B-0033_003		3. Effective Date See item 16C		4. Requisition/Purchase Request No.		5. Solicitation Caption Van Ness Parking Garage Emergency Structural Repairs	
6. Issued By: University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW, Room C01, Building 38 Washington, DC 20008				7. Administered By (If other than line 6) University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW, Room C01, Building 38 Washington, DC 20008			
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)				(X)	9A. Amendment of Solicitation No. GF-2024-B-0033		
					9B. Dated (See Item 11)		
					10A. Modification of Contract/Order No.		
					10B. Dated (See Item 13)		
Code		Facility					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting and Appropriation Data (If Required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14							
A. This change order is issued pursuant to: (Specify Authority) The changes set forth in Item 14 are made in the contract/order no. in item 10A.							
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.							
C. This supplemental agreement is entered into pursuant to authority of:							
D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copy to the issuing office.							
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) Solicitation No. GF-2024-B-0033 for the Van Ness Parking Garage Emergency Structural Repairs is hereby amended as follows: 1. The submission of bids has been extended to November 14, 2024. All other terms and conditions remain unchanged.							
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect							
15A. Name and Title of Signer (Type or print)				16A. Name of Contracting Officer Eddie Whitaker			
15B. Name of Contractor		15C. Date Signed		16B. District of Columbia <i>Eddie Whitaker</i>		16C. Date Signed 10-28-24	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages	
				1	1
2. Amendment/Modification Number GF-2024-B-0033_004	3. Effective Date See item 16C	4. Requisition/Purchase Request No.		5. Solicitation Caption Van Ness Parking Garage Emergency Structural Repairs	
6. Issued By: University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW, Room C01, Building 38 Washington, DC 20008		Code	7. Administered By (If other than line 6) University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW, Room C01, Building 38 Washington, DC 20008		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			(X)	9A. Amendment of Solicitation No. GF-2024-B-0033	
				9B. Dated (See Item 11)	
				10A. Modification of Contract/Order No.	
				10B. Dated (See Item 13)	
Code	Facility				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
X The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. X is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
	A. This change order is issued pursuant to: (Specify Authority)				
	The changes set forth in Item 14 are made in the contract/order no. in item 10A.				
	B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.				
	C. This supplemental agreement is entered into pursuant to authority of:				
	D. Other (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, X is required to sign this document and return <u>1</u> copy to the issuing office.					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) Solicitation No. GF-2024-B-0033 for the Van Ness Parking Garage Emergency Structural Repairs is hereby amended as follows: 1. Question and Answers (Attachment A). All other terms and conditions remain unchanged.					
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect					
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer Eddie Whitaker		
15B. Name of Contractor	15C. Date Signed	16B. District of Columbia		16C. Date Signed	
(Signature of person authorized to sign)		 (Signature of Contracting Officer)		11-6-24	

Attachment A

Questions & Answers
GF-2024-T-0033, Van Ness Parking Garage Emergency Structural Repairs

#	Question	Response
1	Does the project involve striping, directional signs (painted) and traffic coatings in the driving lanes and parking spaces (Level C, Level B and Level B1)?	All scope items are noted in the Construction Documents.
2	Please confirm that the existing infrastructure i.e., fire sprinkler system, electrical lighting, exhaust system including the CO sensors are functional.	Verify and confirm before starting work and submit a report of the malfunctions, if any.
3	The existing infrastructure appears to be rusty and deteriorated. Please clarify / confirm the extent of work. Key Note 10, 13 on sheet A-101, A-102, A-103 can be misinterpreted.	The primary intent is not to upgrade or relocate existing infrastructure. However, certain structural repairs may necessitate such actions. It is the general contractor's (GC) responsibility to determine the means and methods of accessing the repair area. If the GC chooses to disconnect, reroute, relocate, and ultimately reconstitute the infrastructure, they must do so in accordance with Keynotes 10 and 13. Any part of the infrastructure damaged beyond repair during the course of the repairs must be replaced at no additional cost to UDC.
4	When are you expecting to have the Contractor in the garage performing the repairs, this Winter or in the Spring?	Contract award date anticipated in calendar year 2025.
5	Are we to Line Stripe anywhere in the Garage, even any line stripes that were disrupted by concrete repairs?	All scope items are noted in the Construction Documents.
6	What are the Work Hours? NOISE Hours?	Comply with all contract requirements and note Number 8 g / A-001.
7	Does the University foresee any unexpected Shutdowns of the work to take place?	No.
8	Where can we place a 20-yard Dumpster?	Comply with all contract requirements and note Number 6 / A-001.
9	If necessary, can we work on Weekends?	Yes, comply with all contract requirement (Article 16C - Standard Contract Provisions)
10	Will parking be provided to Contractors inside the garage?	No.
11	How many parking spaces are we allowed at any given time to perform the repairs?	Assume up to 6 phases. All work must be coordinated with UDC prior to start of construction.

12	From the Site Visit it was mentioned that the project was to be performed in six (6) Phases. Is this correct?	The contractor shall consider that the site is occupied and must closely coordinate phasing with UDC. The general contractor (GC) should plan for up to six phases and leverage their expertise to propose a reasonable and efficient phasing strategy.
13	Are we to assume that the existing shoring will be in-place while we perform the repairs? Or are we to install our own shoring? And is the existing Shoring going to be taken down by either the University or another Contractor?	The existing shoring will be in-place. Contractor must also install their own shoring during repairs. Follow construction documents. General notes # 8/j on Sheet A-001. Contractor will be responsible to take down all shoring.
14	Are PERMITS Required on this project?	DOB Building permits have been obtained. Contractor shall be responsible for any required trade and special inspection permits.
15	Please clarify if the Traffic Coating on the Stairs is only for the Stairs that are “elevated” and NOT the SLAB-ON-GRADE Stairs?	We recommend applying the traffic coating along the full length of stairs down to the slab on grade level.
16	The performance plan specifies 450 days from the NTP for mandatory completion. Can you confirm if flexibility is allowed if work is completed sooner?	Yes, comply with all contract requirements.
17	When is the contractor expected to begin garage repairs – this winter or in the spring?	Contract award date anticipated in calendar year 2025.
18	Will line striping be required anywhere in the garage, including areas affected by concrete repairs?	All scope items are noted in the Construction Documents.
19	Is there any bond requirement for subcontractors?	Bonding from subcontractors is not required.
20	What are the qualifications or specific requirements for subcontractors on this project?	See Specification for each type of work. For example see Section 039300-Concrete restoration /1.4 for concrete installer's qualifications requirement.
21	What are the designated work hours, including any noise restrictions?	Yes, comply with all contract requirement (Article 16C - Standard Contract Provisions)
22	Is the subcontractor required to comply with First Source Employment Guidelines?	Comply with all contract requirements.
23	Does the First Source Employment Agreement apply only if new workers need to be hired for the project?	Comply with all contract requirements.
24	Does the university anticipate any unexpected shutdowns that could disrupt the work schedule?	No.
25	Where can a 20-yard dumpster be placed on-site?	Comply with all contract requirements and note Number 6 / A-001.
26	If necessary, are we allowed to work on weekends?	Yes, comply with all contract requirement (Article 16C - Standard Contract Provisions)
27	Will contractors be provided with parking inside the garage?	No.
28	How many parking spaces will be allocated to contractors during the repairs?	Only equipment trucks are permitted.


29	It was mentioned during the site visit that the project would be completed in six phases. Is this correct?	The contractor shall consider that the site is occupied and must closely coordinate phasing with UDC. The general contractor (GC) should plan for up to six phases and leverage their expertise to propose a reasonable and efficient phasing strategy.
33	Is the existing shoring going to be taken down by either the University or another Contractor	The existing shoring will be in-place. Contractor must also install their own shoring during repairs. Contractor will be responsible to take down all shoring.
34	Are we to Line Stripe anywhere in the Garage, even any line stripes that were disrupted by concrete repairs?	All scope items are noted in the Construction Documents.
35	Where can we place a 20 yard Dumpster?	Comply with all contract requirements and note Number 6 / A-001.
36	Will parking be provided to Contractors inside the garage?	Only equipment trucks are permitted.
37	How many parking spaces are we allowed at any given time to perform the repairs?	Comply with all contract requirements.
38	From the Site Visit it was mentioned that the project was to be performed with six (6) Phases. If so, can you define where are the six phases?	The contractor shall consider that the site is occupied and must closely coordinate phasing with UDC. The general contractor (GC) should plan for up to six phases and leverage their expertise to propose a reasonable and efficient phasing strategy.
39	Are we to assume that the existing shoring will be in-place while we perform the repairs or are we to install our own shoring?	The existing shoring will be in-place. Contractor must also install their own shoring during repairs. Contractor will be responsible to take down all shoring.
40	Are permits required on this project?	DOB Building permits have been obtained. Contractor shall be responsible for any required trade and special inspection permits.
41	Is the Traffic Coating on the Stairs only for the Stairs that are "elevated" and NOT the SLAB-ON-GRADE Stairs?	We recommend applying the traffic coating along the full length of stairs down to the slab on grade level.
42	<p>The project documents indicate that it is the responsibility of the contractor to install temporary shoring. Due to the extent of damage of critical support members and varying floor heights it is expected that a lot of shoring will be required. Until a PE stamped shoring design has been established the full extent of the shoring is unknown and cannot be accurately priced. If contractors are required to provide a lump sum amount for the shoring it can lead to high discrepancies in bids and potential overpayment by owner for these services compared to if the scope was well defined.</p> <p>a. Please provide an allowance for costs associated with shoring. This will allow accurate comparison of bids and the most economical solution for the owner.</p>	<p>The general contractor (GC) should leverage their expertise to propose a reasonable and efficient shoring plan to accommodate their work and proposed phasing plan.</p> <p>Follow construction documents. General notes # 8/j on Sheet A-001.</p> <p>Contractor shoring should correspond with an associated phasing and means and methods of repairs. See attached shoring design for C Level as reference.</p>

43	Please indicate on the drawings the full extent/locations of the waterproofing membrane scope including locations inside of existing planters.	All scope items are noted in the Construction Documents.
44	Please indicate on the drawings the full extent/locations that the traffic coating system is to be installed.	The traffic coating is limited to the staircase surface and areas around drains extending min 3 feet from center, unless otherwise specified on the drawings.
45	S001 General Scope of Work note #3 indicates masonry face repairs. Please indicate and quantify these repairs.	There were no identified masonry face repairs during our visual inspection.
46	Note #1 on detail 5/S200 indicates to apply corrosion-inhibiting coating to the entire top surface of the slab. Please identify which levels this is to be applied.	Corrosion-inhibiting coating is to be applied in all locations where traffic coating is being applied, unless otherwise specified on the drawings.
47	Note #2 on detail 5/200 indicates to shot blast the entire top surface of the coping level slab.	Shot blasting is not required, disregard this note for bidding and work. Per Concrete Repair Procedure notes, surface preparation is required in accordance with repair material manufacturers' requirements.
	a. What level is the coping level slab?	See response above.
	b. Are all level to be shot blasted?	See response above.
48	It is indicated to provide an add alternate for all repairs associated with work on Level B1 and Level B (under level B1) Please breakout/provide the base bid and add alternate repair quantities as current quantities provided are not broken out separately at Level B.	Refer to Sheet A-001 General Note # 17 and attached sketch.
49	Does add alternate #1 include repairs to the underside of Level B slab?	Refer to Sheet A-001 General Note # 17 and attached Sheets A-102, A-103, and A-104 to clarify the outline of add alternate areas.
50	Many of the repair items indicate to provide an add/deduct unit rate. To minimize discrepancies between contractors please consider creating a "Bid form" that provides scope/work items, quantity and unit of measure so the contractor could fill in unit rates and totals for all scope items.	Omit the statement: Bids must also include unit cost/credit values for any additions or deductions from these quantities. See Item 71 below.
51	Detail 2/A104 notes "Do Not Void Warranty". Please provide any relevant information related to the existing warranty including:	No information available - Omit note shown on Sheet A104 / Detail 2: "DO NOT VOID WARRANTY"
	a. Installation date	No information available
	b. Contractor that performed	No information available
	c. All materials/system used	No information available
	d. Copy of the existing warranty	No information available

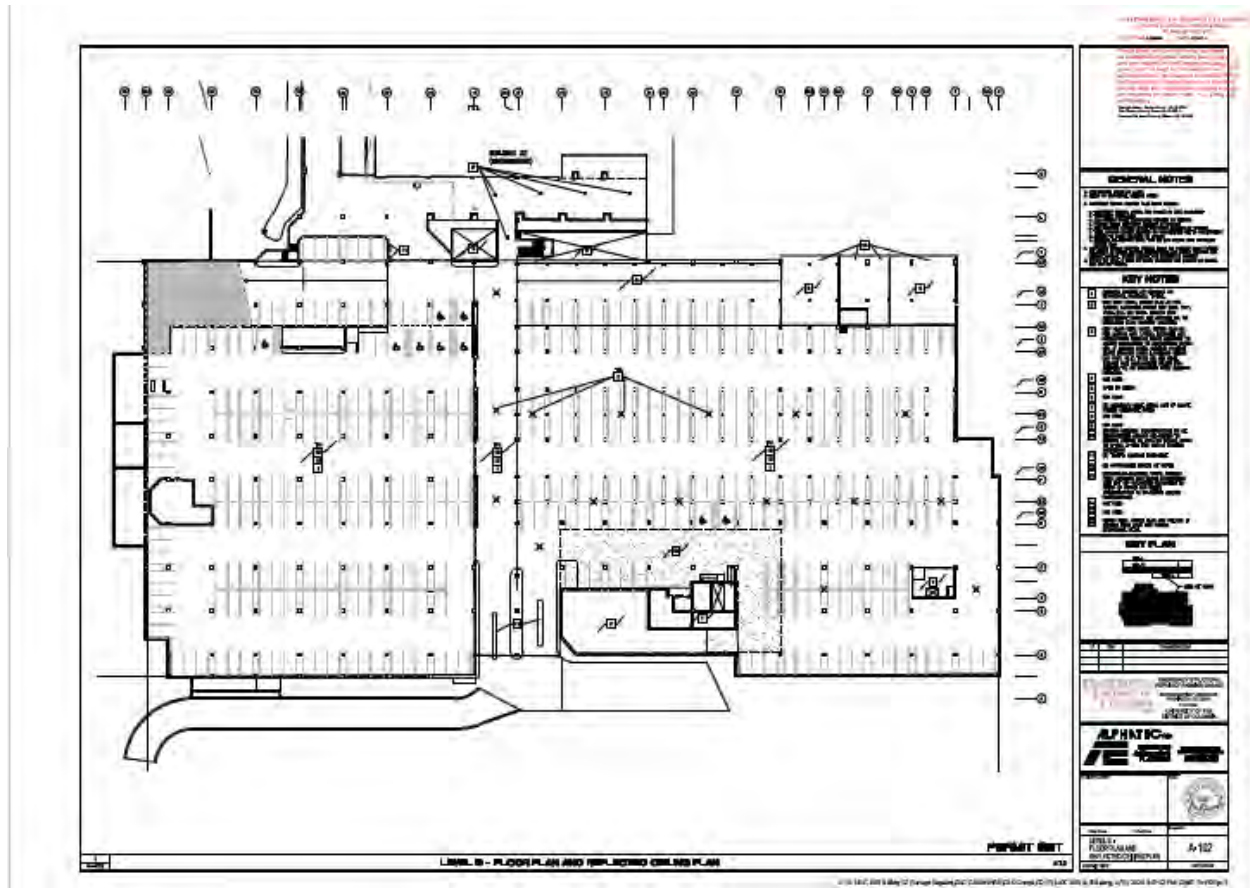
52	Detail 2/S201 indicates to assume 5% of repairs will be full depth (approximately 640 SF). Please confirm that the bidding quantity should be exactly 640 SF). Again, please consider providing a bid form to show quantities to avoid discrepancies.	Bid shall assume repairs of 640 SF. Bids must also include unit cost/credit values for any additions or deductions from these quantities. . See Item 71 below.
53	Please confirm that no full depth repairs, or concrete repairs extending out 1'6" from center on expansion joint, exist. If these repairs do exist, they would require additional pavers to be removed and waterproofing to be installed. If these are to be anticipated, please provide quantities/location and details for paver removal and waterproofing.	Bids shall assume that the waterproofing membrane repair extends 1'-6" beyond the center of expansion joint, in addition to the structural repairs indicated in the drawings. Bids must also include unit cost/credit values for any additions or deductions from these quantities. See Item 71 below.
54	Please provide a phasing plan if it has been developed. If a plan has not been developed the contractors will need clear parameters on how this will need to be developed including:	The contractor shall consider that the site is occupied and must closely coordinate phasing with UDC. The general contractor (GC) should plan for up to six phases and leverage their expertise to propose a reasonable and efficient phasing strategy.
	a. Number of parking spots to be closed	See response to # 12.
	b. Number of phases this is to be completed in	See response to # 12.
	c. Priority locations or work sequencing	See response to # 12.
	d. Any critical components that would need to be performed off hours	See response to # 12.
55	Please provide a structural detail for the curb shown in detail 2/A104.	It is assumed that curb is reinforced with #4 continuous horizontal rebar and anchor rebars are #4, 6" length spaced 36" o.c.
56	There is existing shoring on the C Level. Please provide:	See below responses.
	a. The shoring design	See attached shoring design.
	b. The Contractor that installed this	Ladders N Things
	c. Direction on what to do with the shoring once repairs have been made and shoring is removed.	Contractor is responsible for dismantling and removing.
	i. Is the Contractor bidding responsible for dismantling?	Contractor is responsible for dismantling and removing.
	ii. Is it to be stored onsite or be picked up by others? If it is to be stored onsite or be picked up by others? If it is to be stored onsite, provide information on this location(s).	Contractor is responsible for dismantling and removing.
57	Confirm that a \$150,000.00 allowance for owner directed use is to be included in our pricing.	Owner Allowances in the amount of \$150,000.00 shall be added to Contractor's Schedule of Value to be used at the discretion and approval of UDC.
58	Please provide a bid square foot quantity for column repairs.	Please see existing structural drawings for size and heights of columns indicated to be repaired on contract documents.

59	Please indicate on the drawings which planters are to have their contents removed and replaced. Also confirm or note if this would be only part of the planter having contents removed/replace or the entire planter.	The primary intent is not to waterproof planters in its entirety. However, certain structural repairs may necessitate such actions. It is the general contractor's (GC) responsibility to determine the extent of excavation and WP membrane repair to accommodate structural repairs.
60	Please indicate the locations of planters that are to be waterproofed per details on drawings S205.	The primary intent is not to waterproof planters in its entirety. However, certain structural repairs may necessitate such actions. It is the general contractor's (GC) responsibility to determine the extent of excavation and WP membrane repair to accommodate structural repairs.
61	Details 3&5/S202 show two separate types of expansion joints that have differing costs and labor associated with installation. The quantity schedules provided indicate both of these detail but do not differentiate between the location/quantity for each type. Please provide the location and quantiles for the different types of expansion joints.	Comply with construction documents.
62	In order to access the work for the expansion joints work, excavation of the existing planters will be required. There are no landscaping plans or instructions on restoration of these areas. Should bidders assume that excavated soils be reused, and existing vegetation/planting be discarded? Additionally, there appears to be 2 mature trees that are in the path of the excavation. The disturbance of the roots will certainly impact the viability of the trees (roots). Please advise how to treat this condition.	Excavated soil can be reused. GC shall provide vegetation to match existing.
63	In our field inspection of areas near structural repairs, there appears to be multiple locations of damaged/rusted/inoperable conduits, junction boxes, hanging wires etc. Can these be removed and abandoned or should we expect that direction will be provided at a later date through change order?	Comply with contract. Verify and confirm before starting work and submit a report of discrepancies / malfunctions.
64	There appears to be fire alarm and security facilities in areas requiring structural repairs. Please confirm that the Owner will be providing there contractors currently under contract to relocation for the repairs.	Comply with contract. Verify and confirm before starting work and submit a report of discrepancies / malfunctions.
65	Where new deck and planter drains are required, please confirm that it is acceptable to tie into existing drain piping below since there are no plumbing drawings.	As indicated on the drawings. It is assumed the drain will be tie into as existing piping below.
66	Since there are no electrical and plumbing drawings, please confirm that electrical and plumbing inspections will not be required.	Comply with all contract requirements and special inspections.
67	Please provide as built section views of the expansion joints on Level A.	Limited As-built drawing shall be provided to the awarded Contractor.
68	In regard to the expansion joint on Level A:	

	i. Confirm if the expansion joint on gridline E.1 is on the outside of the planter wall that is approximately on gridline E.1 & 12-16.	Confirmed.
	ii. Confirm if the expansion joint on gridline E.1 will require the precast elements that are encasing the columns to be removed to allow the expansion joint to be removed.	Means and methods of completing the work is the responsibility of the Contractor.
	iii. Please confirm if the expansion joint on Gridline 13 extends into the existing building. If yes, please provide information on interior finishes that would need to be removed and replaced to facilitate.	No interior work is expected.
	iv. Please provide details on how expansion joints are to terminate or interact with existing planter walls.	Per manufacturer standard.
	v. Please provide expansion joint widths for pricing as there is currently no access to them.	Expansion joint width shall be verified in the field once the covers are removed.
69	The typical detail provided for expansion joint replacement does not provide enough details for many of the expansion joint locations on Level A. Please provide additional section views and details at the areas clouded below.	Refer to A-104 keynote #10 and #11.
70	Editorial comment:	Please note: Numbering Item #: 30, 31, and 32 was not used.
71	Drawing Sheets: Note # 4: 'Scope of Work' on Sheets S100, S101, S102, S103, S104, S105 S106 a. Sheets S201 at Detail # 2/Note # 1 b. Sheet S202 at Detail # 2/ Detail 2, Note 3: Typical Deck Drain Replacement Detail c. Sheet S204 at Detail # 2, Note: Stair Nose Repair Detail d. Sheet S204 at Detail #3 Stair Tread Repair Detail	Contractor shall omit the statement: "And, shall include unit cost / credit values for addition to, or deduction from, that quantity. "
72	The General Notes listed on Sheet A-001, Item #17 directs the contractor to price the repairs associated with work on Level A, B, and B1 as an Alternate No. 1, starting from Column Line 18 to 26 and Column Lines 1.5 and A (Level B under Level B 1).	The attached layouts, A-102, A-103, and A-104 are provided to further define the boundary limits of Alternate No. 1 on Levels B, B1, and A. It is the intent of the Owner that the scope of work involving the repairs to the expansion joint and drive lanes are to be scheduled and completed early in the initial phase of construction.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract Number	Page of Pages	
2. Amendment/Modification Number		3. Effective Date	4. Requisition/Purchase Request No.	5. Solicitation Caption		
GF-2024-B-0033_005		See item 16C		Van Ness Parking Garage Emergency Structural Repairs		
6. Issued By: University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW, Room C01, Building 38 Washington, DC 20008			Code	7. Administered By (If other than line 6) University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW, Room C01, Building 38 Washington, DC 20008		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)				(X)	9A. Amendment of Solicitation No. GF-2024-B-0033	
					9B. Dated (See Item 11)	
				10A. Modification of Contract/Order No.		
				10B. Dated (See Item 13)		
Code		Facility				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. Accounting and Appropriation Data (If Required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14						
A. This change order is issued pursuant to: (Specify Authority)						
The changes set forth in Item 14 are made in the contract/order no. in item 10A.						
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.						
C. This supplemental agreement is entered into pursuant to authority of:						
D. Other (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copy to the issuing office.						
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) Solicitation No. GF-2024-B-0033 for the Van Ness Parking Garage Emergency Structural Repairs is hereby amended as follows: 1. The bid opening will be held at 2:00 PM on November 14, 2024. The new login information is: Dial in by phone: +1 206-413-8593 Phone conference ID: 378 122 590# All other terms and conditions remain unchanged.						
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect						
15A. Name and Title of Signer (Type or print)				16A. Name of Contracting Officer Eddie Whitaker		
15B. Name of Contractor		15C. Date Signed		16B. District of Columbia		16C. Date Signed
(Signature of person authorized to sign)				 (Signature of Contracting Officer)		11-7-24

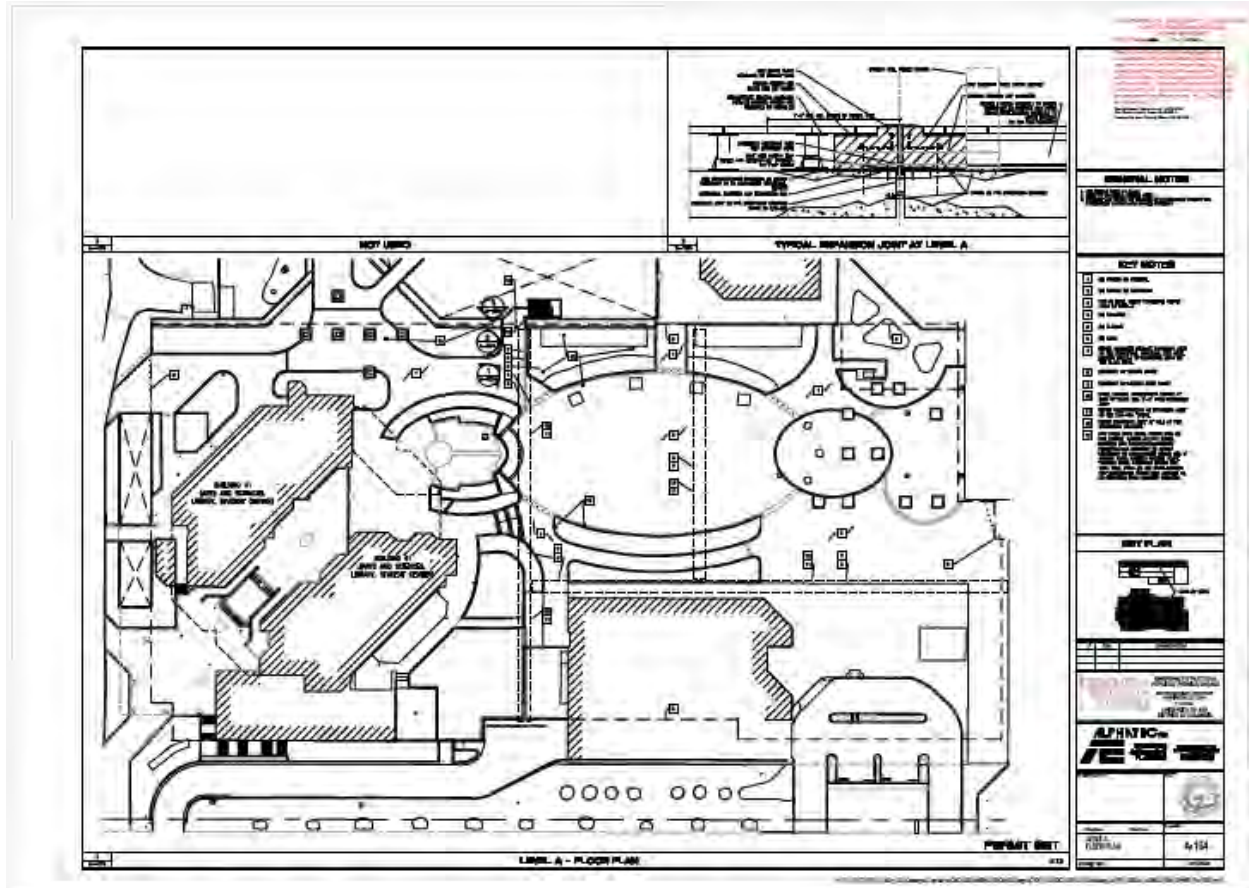
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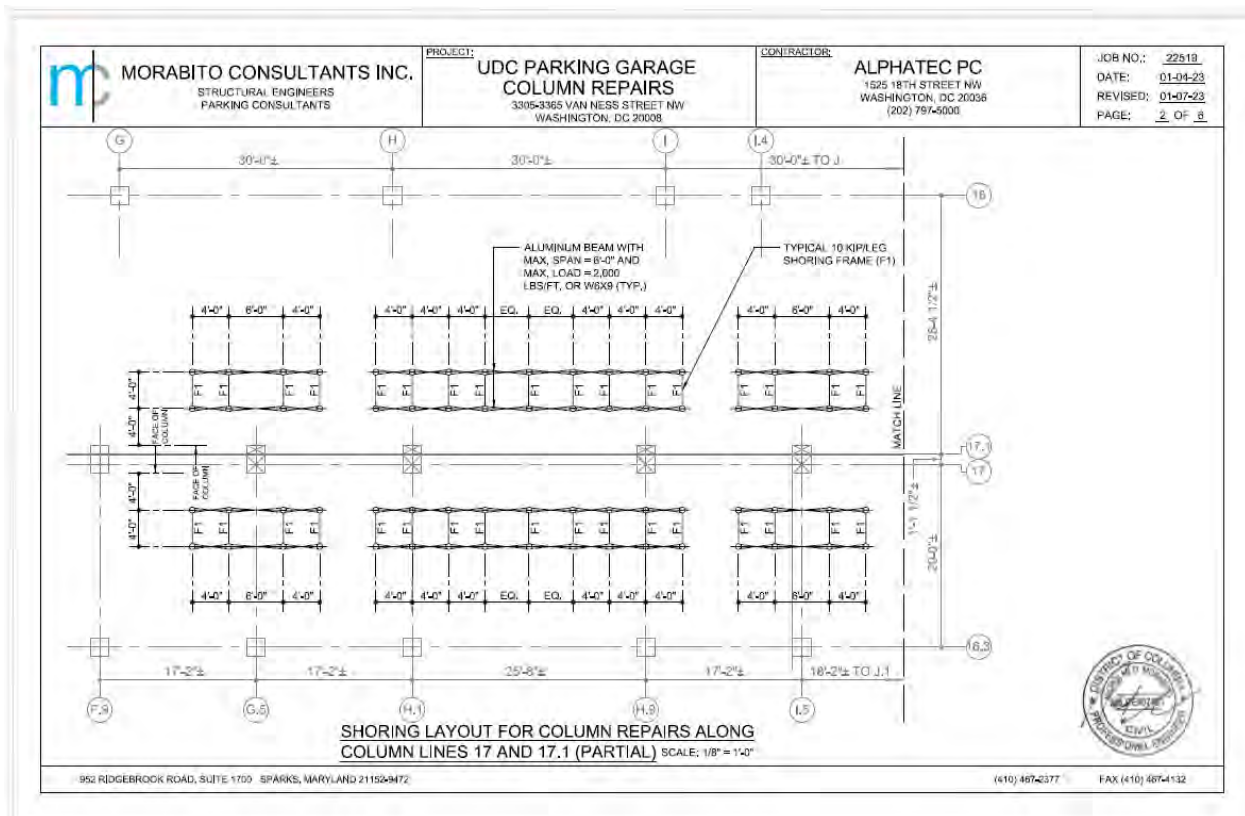
Plans, Drawings and Specifications

Page 4

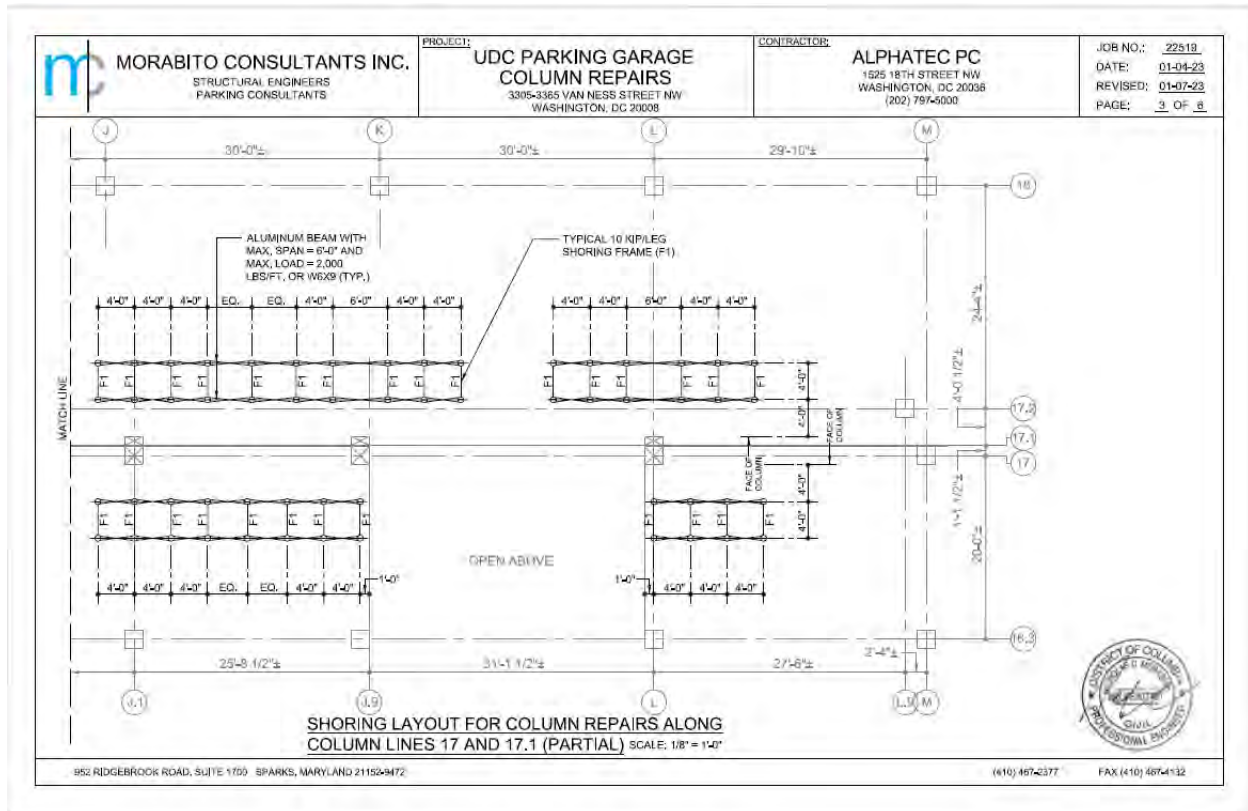
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 MORABITO CONSULTANTS INC. STRUCTURAL ENGINEERS PARKING CONSULTANTS	PROJECT: UDC PARKING GARAGE COLUMN REPAIRS 3395-3395 VAN NESS STREET NW WASHINGTON, DC 20008	CONTRACTOR: ALPHATEC PC 1525 18TH STREET NW WASHINGTON, DC 20036 (202) 797-6000	JOB NO.: 22519 DATE: 01-04-23 REVISED: 01-07-23 PAGE: 1 OF 8
COLUMN REPAIR SHORING NOTES			
<div><div><div>1. THIS TEMPORARY SHORING FOR CONCRETE SLAB REPAIRS IS DESIGNED IN ACCORDANCE WITH "INTERNATIONAL BUILDING CODE 2018", "GUIDE TO FORMWORK FOR CONCRETE, ACI 347R", AND THE DRAWINGS AND SPECIFICATIONS OF THE ENGINEERS OF RECORD.</div><div>2. THIS SHORING DESIGN IS BASED ON A MAXIMUM GARAGE SLAB THICKNESS OF 10" AND AN ALLOWABLE LOAD CAPACITY OF 10,000 LBS PER LEG SHORING TOWER WHICH SHALL BE EQUIVALENT TO THE "SAFLOAD SF 44" MANUFACTURED BY SAFWAY SERVICES, LLC OR APPROVED EQUAL. SHORING TOWER IS DEFINED AS TWO FRAMES PLUS X-BRACING. NOTIFY THE ENGINEER IF A DIFFERENT PRODUCT IS USED.</div><div>3. THIS SHORING DESIGN ASSUMES A 40 PSF MAX CONSTRUCTION LIVE LOADING ON THE SHORED GARAGE LEVELS DURING REPAIRS. NOTIFY THE ENGINEER IF CONSTRUCTION LIVE LOADS EXCEED THIS VALUE.</div><div>4. THE SHORING SHOULD BE IN PLACE PRIOR TO REMOVAL OF UNSOUND CONCRETE AND THE SHORING SHOULD REMAIN IN PLACE UNTIL TESTS SHOW THAT THE CONCRETE HAS ATTAINED 100% OF ITS SPECIFIED 28 DAY COMPRESSIVE STRENGTH OR AS DIRECTED BY THE ENGINEER OF RECORD AND HAS CURED FOR A MINIMUM OF 7 DAYS.</div><div>5. THE CONCRETE DEBRIS SHALL NOT BE ALLOWED TO ACCUMULATE IN LARGE PILES ON ANY ELEVATED SLABS.</div><div>6. ALL INFORMATION SHOWN ON THESE DRAWINGS THAT PERTAINS TO THE EXISTING BUILDING WAS OBTAINED FROM EXISTING DRAWINGS PREPARED BY BRYANT AND BRYANT CHASE / MARIANI ARCHITECTS DATED 01/17/1977 AND SURVEY PREPARED BY THORNTON TOMASETTI DATED 10/11/2022. THE CONTRACTOR SHALL FIELD VERIFY ALL INFORMATION AND INFORM THE ENGINEER OF RECORD OF VARIATIONS.</div><div>7. IT IS THE CONTRACTOR'S RESPONSIBILITY TO READ THE CAUTIONS AND LIMITATIONS OF THE SHORING EQUIPMENT AND FOLLOW THE MANUFACTURER'S INSTRUCTIONS DURING ERECTION, CONSTRUCTION, AND DISMANTLING IN ACCORDANCE WITH OSHA'S SAFETY REGULATIONS.</div><div>8. ALL INSTALLED SHORING SHALL BE REVIEWED AND APPROVED BY THE STRUCTURAL ENGINEER OF RECORD OR THIRD PARTY INSPECTION AGENCY.</div><div>9. EXISTING CONDITIONS ARE SHOWN HALF-TONE.</div></div><div><div>10. THE REPAIR CONTRACTOR SHALL SUBMIT A CONSTRUCTION SCHEDULE WITH PHASING, PROTECTION, AND TRAFFIC CONTROL PLANS TO OWNER AND ENGINEER FOR REVIEW AND APPROVAL PRIOR TO COMMENCEMENT OF WORK.</div><div>11. SHORING TOWERS SHALL NOT BE INSTALLED TO BEAR ON DAMAGED EXISTING CONCRETE ELEVATED SLABS, DAMAGED EXISTING SLAB ON GRADE OR DIRT. CONTACT THE ENGINEER OF RECORD IF ANY OF THE ABOVE CONDITIONS OCCUR.</div><div>12. ALL SHORING TOWERS SHALL BE PROPERLY SECURED AT THE TOP AND BOTTOM.</div><div>13. ALL SHORING TOWERS SHALL BE INSTALLED PLUMB.</div></div><div><div>FOR THE REPAIR OF ALL COLUMNS AS NOT TO COMPROMISE THE STRUCTURAL INTEGRITY OF THE COLUMN. FOR TO DETERMINE MAXIMUM AREA OF COLUMN TO BE REPAIRED AT ONE TIME BASED ON LOADING ON COLUMN, PERCENTAGE OF COLUMN CAPACITY AVAILABLE DUE TO DAMAGE AND AREA OF REPAIR, AND PROVIDED SHORING. PER THE INSTRUCTIONS OF THE EOR, SHORING IS ONLY BEING PROVIDED FOR THE LOWEST LEVEL OF PARKING WHICH LIMITS THE AMOUNT OF LOAD BEING REMOVED BY THE SHORING TO ONE LEVEL OF CONCRETE AND THE SUPPORTED LIVE LOAD. REPAIRS SHALL BE PERFORMED ON ONE COLUMN AT A TIME.</div></div></div>			
<div>852 RIDGEBROOK ROAD, SUITE 1700 SPARKS, MARYLAND 21152-9472</div> <div>(410) 487-2377 FAX (410) 487-4132</div> <div></div>			

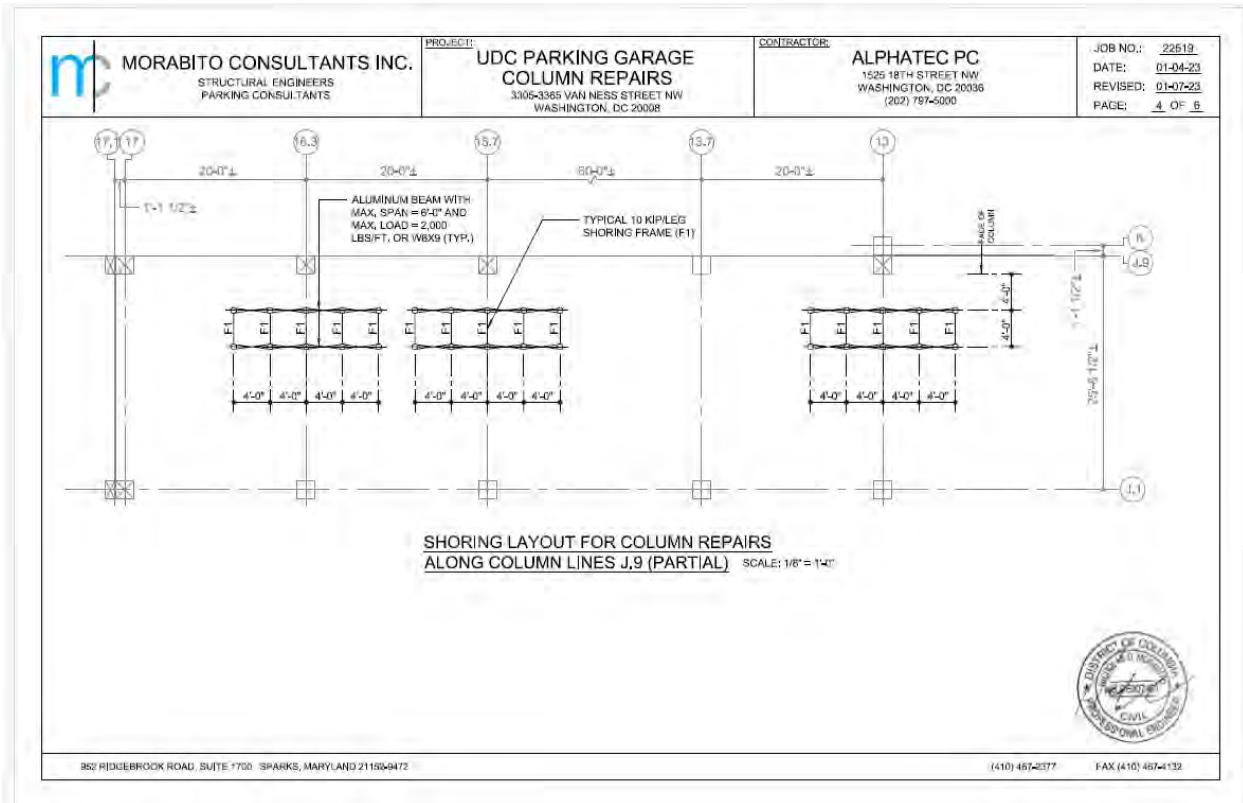
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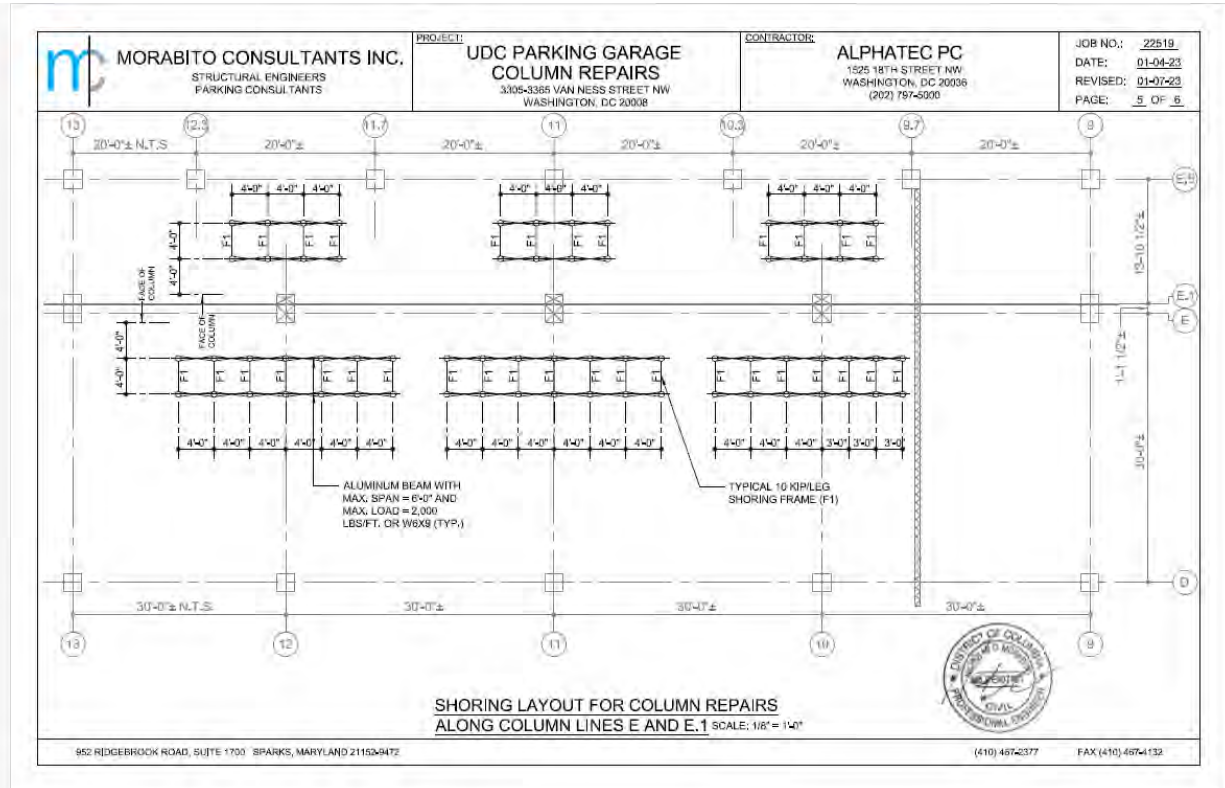


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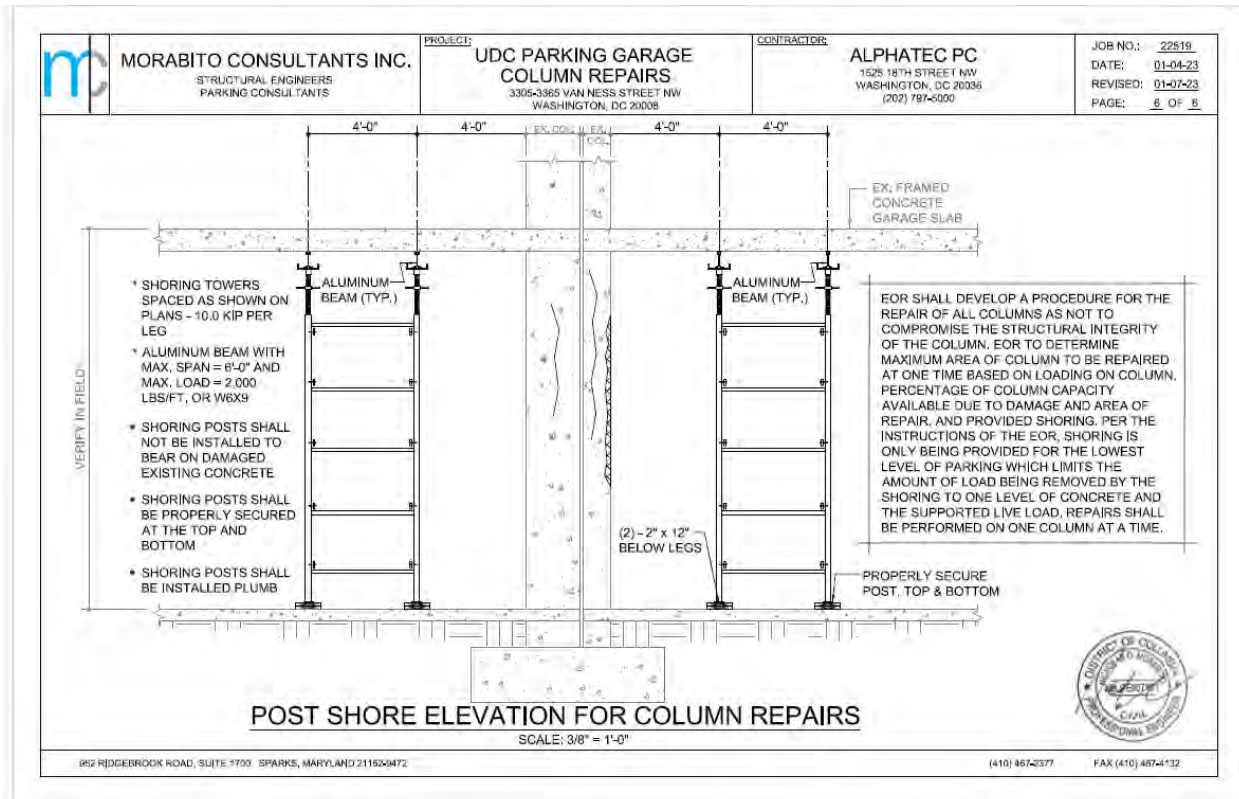


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This page added to reduce file size of board package. Actual plans attached to solicitation/contract



Certificate of Clean Hands



Government of the District of Columbia
Office of the Chief Financial Officer
Office of Tax and Revenue

1101 4th Street, SW
Washington, DC 20024

Date of Notice: December 30, 2024

Notice Number: L0012964829

KADCON CORPORATION
1053 31ST ST NW STE A
WASHINGTON DC 20007-4428

FEIN: **-***7040
Case ID: 18416032



CERTIFICATE OF CLEAN HANDS

As reported in the Clean Hands system, the above referenced individual/entity has no outstanding liability with the District of Columbia Office of Tax and Revenue or the Department of Employment Services. As of the date above, the individual/entity has complied with DC Code § 47-2862, therefore this Certificate of Clean Hands is issued.

TITLE 47. TAXATION, LICENSING, PERMITS, ASSESSMENTS, AND FEES
CHAPTER 28 GENERAL LICENSE
SUBCHAPTER II. CLEAN HANDS BEFORE RECEIVING A LICENSE OR PERMIT
D.C. CODE § 47-2862 (2006)
§ 47-2862 PROHIBITION AGAINST ISSUANCE OF LICENSE OR PERMIT

Authorized By Melinda Jenkins

Branch Chief, Collection and Enforcement Administration

To validate this certificate, please visit MyTax.DC.gov. On the MyTax DC homepage, click the “Validate a Certificate of Clean Hands” hyperlink under the Clean Hands section.

First Source Agreement Approval

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services



MURIEL BOWSER
MAYOR

DR. UNIQUE MORRIS-HUGHES
DIRECTOR

January 16, 2025

Michiko Gadson
Contract Specialist
UDC Office of Contracting and Procurement
4200 Connecticut Ave, NW
Washington, DC 20008

Re: First Source Employment Agreement

Dear Ms. Gadson,


Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and **KADCON Corporation** Developer ☐, General Contractor ☒ or Subcontractor ☐. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: **UDC Van Ness Parking Garage Structural Repair**

You must register and post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org.

In addition, you are required to have the following percentage of hours worked by District residents: 20% of journey worker hours; 60% of apprentice hours; 51% of skilled laborer hours; and 70% of common laborer hours. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project or 60% where applicable.

Reminder: All General Contractors **must** invite their subcontractors that are subject to the First Source Employment Agreement requirements, to join the project using the First Source Online Registration & Reporting System (FORRS), website <http://firstsource.dc.gov>. Additionally, contractors are required to report hours worked percentages throughout the duration of your contract. Contact the monitor listed below regarding LCP Tracker submission.

If you have any questions or need additional information, please contact **Alex Underwood**, (202) 698-3529, alex.underwood2@dc.gov

Sincerely,

Daniel King
Associate Director
Office of First Source Compliance
Enclosure



**GOVERNMENT OF THE DISTRICT OF COLUMBIA
FIRST SOURCE EMPLOYMENT AGREEMENT FOR
CONSTRUCTION PROJECTS ONLY**



GOVERNMENT-ASSISTED PROJECT/CONTRACT INFORMATION

CONTRACT/SOLICITATION NUMBER: GF-2024-B-0033
DISTRICT CONTRACTING AGENCY: UDC
CONTRACTING OFFICER: Eddie Whitaker
TELEPHONE NUMBER: 202-274-5181
TOTAL CONTRACT AMOUNT: \$5,385,500.00

THIS SECTION TO BE COMPLETED BY THE BENEFICIARY ONLY:

TOTAL GOVERNMENT ASSISTED FUNDED AMOUNT: \$5,385,500.00 DATE 01/03/2025
☒ CONTRACT ☐ GRANT ☐ LOAN ☐ TAX ABATEMENT OR EXEMPTION ☐ LAND TRANSFER
☐ LAND DISPOSITION AND DEVELOPMENT AGREEMENT ☐ TAX INCREMENT FINANCING
☐ ANY ADDITIONAL LEGISLATION, IF YES _____

D.C. CODE# _____

GENERAL CONTRACTOR WILL MEET THE HIRING OR HOURS WORKED PERCENTAGES REQUIREMENTS FOR ENTIRE PROJECT ☒ OR PER EACH SUBCONTRACTOR ☐

PROJECT NAME: UDC Van Ness Parking Garage Structural Repair
PROJECT ADDRESS: 4200 Connecticut Avenue
CITY: Washington STATE: DC ZIP CODE: 20008
PROJECT START DATE: 01/03/2025 PROJECT END DATE: 01/30/2026
EMPLOYER START DATE: 01/03/2025 EMPLOYER END DATE: 01/30/2026

EMPLOYER INFORMATION

EMPLOYER NAME: KADCON Corporation
EMPLOYER ADDRESS: 1053 31st Street NW
CITY: Washington STATE: DC ZIP CODE: 20007
TELEPHONE NUMBER: _____ FEDERAL IDENTIFICATION NO.: 54-1697040
CONTACT PERSON: Riad Kadissi
TITLE: Chairman
E-MAIL: _____ TELEPHONE NUMBER: 202-944-9400
CERTIFIED BUSINESS ENTERPRISES CERTIFICATION NUMBER: LSDX30215112021
D.C. APPRENTICESHIP COUNCIL REGISTRATION NUMBER: _____
ARE YOU A SUBCONTRACTOR ☐ YES ☐ NO IF YES, NAME OF PRIME CONTRACTOR: _____

This First Source Employment Agreement (Agreement), in accordance with Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2-219.01 – 2.219.05), and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431) is a required agreement between the District of Columbia Department of Employment Services (DOES) and EMPLOYER.

EMPLOYER, which includes the Beneficiary and all contractors and subcontractors, is working on a contract or project that has received:

- ☒ D.C. Government assistance valued between \$300,000 and \$5 million dollars, required to make a good faith effort to ensure that 51% of all new hires are District residents. (D.C. Official Code § 2-219(e)(1)(A))
- ☐ D.C. Government assistance valued at \$5 million or more, required to have the following percentage of hours worked in each classification by DC residents; 20% of journey worker hours; 60% of apprentice hours; 51% of skilled laborer hours; 70% of common laborer hours for all jobs created by the Project. (D.C. Official Code §2-219.03 (1A)(A))

DOES is the first source for recruitment, referral, and placement of new hires or employees for all jobs created by the Government Assisted Project or Contract (Project).

The Parties agree to the terms and conditions of the Agreement as follows:

I. DEFINITIONS

The following definitions shall govern the terms used in this Agreement.

- A. Apprentice** means a worker who is employed to learn an apprenticeship occupation under the terms and conditions of approved apprenticeship standards.
- B. Beneficiary** means:
 - 1. The signatory to a contract executed by the Mayor which involves any District of Columbia government funds, or funds which, in accordance with a federal grant or otherwise, the District government administers and which details the number and description of all jobs created by a government-assisted Project for which the beneficiary is required to use the First Source Register;
 - 2. A recipient of a District government economic development action including contracts, grants, loans, tax abatements, land transfers for redevelopment, or tax increment financing that results in a financial benefit of \$300,000 or more from an agency, commission, instrumentality, or other entity of the District government, including a financial or banking institution which serves as the repository for \$1 million or more of District of Columbia funds.
- C. Contracting Agency** means any District of Columbia agency that awarded a government assisted Project totaling \$300,000 or more.
- D. Direct labor costs** means all costs, including wages and benefits, associated with the hiring and employment of personnel assigned to a process in which payroll expenses are traced to the units of output and are included in the cost of goods sold.
- E. EMPLOYER** means any entity awarded a government assisted Project totaling \$300,000 or more, including all individual contractor and subcontractor entities at any tier who work on the Project.
- F. First Source Employer Portal** is a website consisting of a connected group of static and dynamic web pages with the ability for Employers to enter data using the internet. The website is accessible by a Uniform Resource Locator (URL) and is maintained by DOES. The website provides reporting information to First Source EMPLOYERS.
- G. First Source Register** means the DOES Automated Applicant Files, which consists of the names of DC residents registered with DOES.
- H. Good faith effort** means an EMPLOYER has exhausted all reasonable means to comply with any affirmative action, hiring, or contractual goal(s) pursuant to the First Source law and Agreement.
- I. Government-assisted project or contract (Project)** means any construction or non-construction Project that receives funds or resources, valued at \$300,000 or more, from the District of Columbia, or funds or resources which, in accordance with a federal grant or otherwise, the District of Columbia government administers, including contracts, grants, loans, tax abatements or exemptions, land transfers, land disposition and development agreements, tax increment financing, or any combination of the aforementioned.

- J. **Hard to employ** means a District of Columbia resident who is confirmed by DOES as:
1. An ex-offender who has been released from prison within the last 10 years;
 2. A participant of the Temporary Assistance for Needy Families program;
 3. A participant of the Supplemental Nutrition Assistance Program;
 4. Living with a permanent disability verified by the Social Security Administration or District vocational rehabilitation program;
 5. Unemployed for 6 months or more in the last 12-month period;
 6. Homeless;
 7. A participant or graduate of the Transitional Employment Program established by § 32-1331; or
 8. An individual who qualified for inclusion in the Work Opportunity Tax Credit Program as certified by the Department of Employment Services.
- K. **Indirect labor costs** means all costs, including wages and benefits, that are part of operating expenses and are associated with the hiring and employment of personnel assigned to tasks other than producing products.
- L. **Jobs** means any union and non-union managerial, non-managerial, professional, nonprofessional, technical or nontechnical position including: clerical and sales occupations, service occupations, processing occupations, machine trade occupations, bench work occupations, structural work occupations, agricultural, fishery, forestry, and related occupations, and any other occupations as the Department of Employment Services may identify in the Dictionary of Occupational Titles, United States Department of Labor.
- M. **New Hire:** Individual(s) newly hired by the EMPLOYER to perform work on a government assisted Project.
- N. **Transfer:** Existing EMPLOYER employee who has been moved from one Project to another Project.
- O. **Journeyman** means a worker who has attained a level of skill, abilities and competencies recognized within an industry as having mastered the skills and competencies required for the occupation.
- P. **Revised Employment Plan** means a document prepared and submitted by the EMPLOYER that includes the following:
1. A projection of the total number of hours to be worked on the Project by trade;
 2. A projection of the total number of journey worker hours, by trade, to be worked on the Project and the total number of journey worker hours, by trade, to be worked by DC residents;
 3. A projection of the total number of apprentice hours, by trade, to be worked on the Project and the total number of apprentice hours, by trade, to be worked by DC residents;
 4. A projection of the total number of skilled laborer hours, by trade, to be worked on the Project and the total number of skilled laborer hours, by trade, to be worked by DC residents;
 5. A projection of the total number of common laborer hours to be worked on the

Project and the total number of common laborer hours to be worked by DC residents;

6. A timetable outlining the total hours worked by trade over the life of the Project and an associated hiring schedule;
 7. Descriptions of the skill requirements by job title or position, including industry-recognized certifications required for the different positions;
 8. A strategy to fill the hours required to be worked by DC residents pursuant to this paragraph, including a component on communicating these requirements to contractors and subcontractors and a component on potential community outreach partnerships with the University of the District of Columbia, the University of the District of Columbia Community College, the Department of Employment Services, Jointly Funded Apprenticeship Programs, the District of Columbia Workforce Intermediary, or other government-approved, community-based job training providers;
 9. A remediation strategy to ameliorate any problems associated with meeting these hiring requirements, including any problems encountered with contractors and subcontractors;
 10. The designation of a senior official from the EMPLOYER(S) or general contractor who will be responsible for implementing the hiring and reporting requirements;
 11. Descriptions of the health and retirement benefits that will be provided to DC residents working on the Project;
 12. A strategy to ensure that District residents who work on the Project receive ongoing employment and training opportunities after they complete work on the job for which they were initially hired and a review of past practices in continuing to employ DC residents from one Project to the next;
 13. A strategy to hire graduates of District of Columbia Public Schools, District of Columbia public charter schools, and community-based job training providers, and hard-to-employ residents; and
 14. A disclosure of past compliance with the Workforce Act and the Davis-Bacon Act, where applicable, and the bidder or offeror's general DC resident hiring practices on projects or contracts completed within the last 2 years.
- Q. **Tier Subcontractor** means any subcontractor selected by the primary contractor to perform portion(s) or all work related to the trade or occupation area(s) on a Project subject to this First Source Agreement.
- R. **Washington Metropolitan Statistical Area** means the District of Columbia; Virginia Cities of Alexandria, Fairfax, Falls Church, Fredericksburg, Manassas, and Manassas Park; the Virginia Counties of Arlington, Clarke, Fairfax, Fauquier, Loudon, Prince William, Spotsylvania, Stafford, and Warren; the Maryland Counties of Calvert, Charles, Frederick, Montgomery and Prince Georges; and the West Virginia County of Jefferson.
- S. **Workforce Intermediary Pilot Program** means the intermediary between employers and training providers to provide employers with qualified DC resident job applicants. See DC Official Code § 2-219.04b.

II. GENERAL TERMS

- A. Subject to the terms and conditions set forth herein, DOES will receive the Agreement from the Contracting Agency no less than 7 calendar days in advance of the Project start date. No work associated with the relevant Project can begin until the Agreement has been accepted by DOES.
- B. The Beneficiary and/or EMPLOYER shall require all Project contractors and subcontractors, under a Project receiving government assistance or benefits valued at \$300,000 or more, to enter into an Agreement with DOES.
- C. Agreement will take effect once beneficiary/Employer awarded contract and start work on the government assisted Project and no work can begin prior to execution of the Agreement and will be fully effective through the duration, any extension or modifications of the Project and until such time as construction is complete and a certificate of occupancy is issued.
- D. If an EMPLOYER began work prior to the execution of a First Source Employment Agreement, the EMPLOYER shall cease work on the Project and sign a First Source Employment Agreement to be bound by the applicable First Source Employment Agreement requirements, retroactively, from the start of work throughout the duration of the contract.
- E. DOES will provide recruitment, referral, and placement services to the EMPLOYER, subject to the limitations in this Agreement.
- F. DOES and the EMPLOYER agree that, for purposes of this Agreement, new hires and jobs created for the Project (both union and nonunion) include all of EMPLOYER'S job openings and vacancies in the Washington Metropolitan Statistical Area created for the Project as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce, as a result of this Project.
- G. This Agreement includes apprentices as defined in D.C. Official Code §§ 32-1401- 1431.

DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any collective bargaining unit involved with this Project a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will promptly provide them to DOES.

The EMPLOYER who contracts with the District of Columbia government to perform construction, renovation work, or information technology work with a single contract, or cumulative contracts, of at least \$500,000, within a 12-month period will be required to register an apprenticeship program with the District of Columbia Apprenticeship Council as required by DC Code 32-1431.

- H. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise this First Source Agreement shall remain in full force and effect and transferee shall remain subject to all provisions herein. In addition, the EMPLOYER as a condition of transfer shall:
 - 1. Notify the party taking possession of the existence of this EMPLOYER'S First Source Employment Agreement.
 - 2. Notify DOES within 7 business days of the transfer. This notice will include the

name of the party taking possession and the name and telephone of that party's representative.

- I. The EMPLOYER and DOES may mutually agree to modify this Agreement. Any modification shall be in writing, signed by the EMPLOYER and DOES and attached to the original Agreement.
- J. To the extent that this Agreement is in conflict with any federal labor laws or governmental regulations, the federal laws or regulations shall prevail.

III. TRAINING

- A. DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs as approved by DOES; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and will be set forth in a separate Training Agreement.

IV. RECRUITMENT

- A. The EMPLOYER shall complete the attached Revised Employment Plan that will include the information outlined in Section I.P.
- B. The EMPLOYER shall register and post all job vacancies with the Job Bank Services of DOES at www.dcnetworks.org a minimum of 10 days. Should you need assistance posting job vacancies, please contact Job Bank Services at (202) 698-6001.
- C. The EMPLOYER shall notify DOES of all new jobs created for the Project within at least 7 business days (Monday - Friday) of the EMPLOYERS' identification/creation of the new jobs. The Notice of New Job Creation shall include the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed. This must be done before using any other referral source.
- D. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce shall be reported to DOES for placement and referral, if the job is newly created. EMPLOYER shall provide DOES a Notice of New Job Creation that details such promotions in accordance with Section IV.C.
- E. The EMPLOYER will submit to DOES, prior to commencing work on the Project, a list of Current Employees that includes the name, social security number, and residency status of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project. All EMPLOYER information reviewed or gathered, including social security numbers, as a result of DOES' monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.

V. REFERRAL

- A. DOES will screen applicants through carefully planned recruitment and training events and provide the EMPLOYER with a list of qualified applicants according to the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed as supplied by the EMPLOYER in its Notice of New Job Creation set forth above in Section IV.C.

- B. DOES will notify the EMPLOYER of the number of applicants DOES will refer, prior to the anticipated hiring dates.

VI. PLACEMENT

- A. EMPLOYER shall in good faith, use reasonable efforts to select its new hires or employees from among the qualified applicants referred by DOES. All hiring decisions are made by the EMPLOYER.
- B. In the event that DOES is unable to refer qualified applicants meeting the EMPLOYER'S established qualifications, within 7 business days (Monday - Friday) from the date of notification from the EMPLOYER, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. However, the EMPLOYER shall still be required to meet the First Source hiring requirements or hours worked percentages for all jobs created by the Project.
- C. After the EMPLOYER has selected its employees, DOES is not responsible for the employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

VII. REPORTING REQUIREMENTS

- A. EMPLOYER with a single contract valued at \$300,000 or more on a Project that received government assistance totaling between \$300,000 and \$5,000,000, a provision that at least 51% of the new employees hired to work on the Project shall be District residents.
- B. EMPLOYER shall register in the First Source Online Registration and Reporting System for electronic submission of all monthly Contract Compliance data, weekly certified payrolls and any other documents required by DOES for reporting and monitoring.
- C. EMPLOYER shall submit to the Department of Employment Services each month following the start of the Project a hiring compliance report for the Project that includes the:
 - 1. Number of new job openings created/available;
 - 2. Number of new job openings listed with DOES, or any other District Agency;
 - 3. Number of DC residents hired for new jobs;
 - 4. Number of employees transferred to the Project;
 - 5. Number of DC residents transferred to the Project;
 - 6. Direct or indirect labor cost associated with the project;
 - 7. Each employee's name, job title, social security number, hire date, residence, and referral source; and
 - 8. Workforce statistics throughout the entire project tenure.
- D. EMPLOYER with a single contract valued at \$300,000 or more on a Project that received government assistance totaling \$5 million or more shall meet the following hours worked percentages for all jobs created by the Project:
 - 1. At least 20% of journey worker hours by trade shall be performed by DC residents;
 - 2. At least 60% of apprentice hours by trade shall be performed by DC residents;
 - 3. At least 51% of the skilled laborer hours by trade shall be performed by DC residents; and
 - 4. At least 70% of common laborer hours shall be performed by DC residents.

- E. EMPLOYERS shall provide the following cumulative statistics, that will be used to create the monthly report, by uploading certified payrolls or payroll data into the LCPtracker reporting system:
1. Number of journey worker hours worked by DC residents by trade;
 2. Number of hours worked by all journey workers by trade;
 3. Number of apprentice hours worked by DC residents by trade;
 4. Number of hours worked by all apprentices by trade;
 5. Number of skilled laborer worker hours worked by DC residents by trade;
 6. Number of hours worked by all skilled laborers by trade;
 7. Number of common laborer hours worked by DC residents by trade; and
 8. Number of hours worked by all common laborers by trade.
- F. EMPLOYER may "double count" hours for the "hard to employ" up to 15% of total hours worked by DC Residents; however, a collective bargaining agreement shall not be a basis for waiver of this requirement.
- G. For construction Projects that are not subject to Davis-Bacon law in which certified payroll records do not exist, EMPLOYER shall submit monthly documents of workers employed on the Project to DOES, including DC residents and all employment classifications of hours worked.
- H. EMPLOYER may also be required to provide verification of hours worked or hiring percentages of DC residents, such as internal payroll records for construction Projects that are not subject to Davis-Bacon.
- I. Monthly, EMPLOYER shall submit weekly certified payrolls from all subcontractors at any tier working on the Project to the Contracting Agency. EMPLOYER is also required to make payroll records available to DOES as a part of compliance monitoring, upon request at job sites.

VIII. FINAL REPORT AND GOOD FAITH EFFORTS

- A. With the submission of the final request for payment from the Contracting Agency, the Beneficiary and/or EMPLOYER shall:
1. Report to DOES its compliance with the hiring or hours worked percentage requirements for all jobs created by the Project, and report the hours that DC residents worked for each trade classifications in each area of the Project; or
 2. Submit to DOES a request for a waiver of the hiring or hours worked percentage requirements for all jobs created by the Project that will include the following documentation:
 - a. Documentation supporting EMPLOYER'S good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources; and
 - c. Advertisement of job openings listed with DOES and other referral sources.
- B. DOES may waive or partially waive the hiring or hours worked percentage requirements for jobs created by the Project, and/or the required hours of DC residents for each trade classifications, if DOES finds that the Beneficiary or EMPLOYER, including its contractors or subcontractors:
1. DOES certified that Beneficiary or Employer demonstrated a good faith effort to comply, as set forth in Section VIII.C.; or

2. Is located outside the Washington Metropolitan Statistical Area, and none of the contract work is performed inside the Washington Metropolitan Statistical Area;
 3. The beneficiary published each job opening or part-time work needed for 7 calendar days in a District newspaper of city-wide circulation; and
 4. The DOES certified that there are insufficient eligible applicants from the First Source Register that possess the skills required by the positions, or the eligible applicants are not available for part-time work or do not have a means to travel to the onsite jobs; or
 5. Beneficiary/Employer entered into a special workforce development training or placement arrangement with DOES or with the District of Columbia Workforce Intermediary.
- C. DOES shall consider documentation of the following when making a determination of a good-faith effort to comply:
1. DOES has certified that there are insufficient number of District residents in the labor market possessing the skills required by the EMPLOYER for the positions created as a result of the Project.
 2. Whether the EMPLOYER posted the jobs on the DOES job website for a minimum of 10 calendar days;
 3. Whether the EMPLOYER advertised each job opening in a District newspaper with city-wide circulation for a minimum of 7 calendar days;
 4. Whether the EMPLOYER advertised each job opening in special interest publications and on special interest media for a minimum of 7 calendar days;
 5. Whether the EMPLOYER hosted informational/recruiting or hiring fairs;
 6. Whether the EMPLOYER contacted churches, unions, and/or additional Workforce Development Organizations;
 7. Whether the EMPLOYER interviewed employable candidates;
 8. Whether the EMPLOYER created or participated in a workforce development program approved by DOES;
 9. Whether the EMPLOYER created or participated in a workforce development program approved by the District of Columbia Workforce Intermediary;
 10. Whether the EMPLOYER substantially complied with the relevant monthly reporting requirements set forth in this section;
 11. Whether the EMPLOYER has submitted and substantially complied with its most recent employment plan that has been approved by DOES; and
 12. Any additional documented efforts.

IX. MONITORING

- A. DOES is the District agency authorized to monitor and enforce the requirements of the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2 219.01 – 2.219.05), and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431). As a part of monitoring and enforcement, DOES may require and EMPLOYER shall grant access to Project sites, employees, and documents.
- B. EMPLOYER'S noncompliance with the provisions of this Agreement may result in the imposition of penalties.
- C. All EMPLOYER information reviewed or gathered, including social security numbers, as a result of DOES' monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.
- D. DOES shall monitor all Projects as authorized by law. DOES will:
 - 1. Review all contract controls to determine if the Beneficiary or EMPLOYER, including any Contractors or Subcontractors, are subject to the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011.
 - 2. Notify stakeholders and company officials and establish meetings to provide technical assistance involving the First Source Process.
 - 3. Make regular construction site visits to determine if the Prime or Subcontractors' workforce is in concurrence with the submitted Agreement and Monthly Compliance Reports.
 - 4. Inspect and copy certified payroll, personnel records and any other records or information necessary to ensure the required workforce utilization is in compliance with the First Source Law.
 - 5. Conduct desk reviews of *Monthly Compliance Reports*.
 - 6. Educate EMPLOYERS about additional services offered by DOES, such as On-the-Job training programs and tax incentives for EMPLOYERS who hire from certain categories.
 - 7. Monitor and complete statistical reports that identify the overall project, contractor, and subcontractors' hiring or hours worked percentages.
 - 8. Provide formal notification of non-compliance with the required hiring or hours worked percentages, or any alleged breach of the First Source Law to all contracting agencies, and stakeholders. *(Please note: EMPLOYERS are granted 30 days to correct any alleged deficiencies stated in the notification.)*

X. PENALTIES

- A. Willful Breach of the Agreement by the EMPLOYER, failure to submit the contract compliance reports, deliberate submission of falsified data may result in DOES imposing a fine of 5% of the total amount of the direct and indirect labor costs of the Project, in addition to other penalties provided by law. Failure to meet the required hiring requirements or failure to receive good faith waiver may result in the Department of Employment Services

imposing a penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the Project for each percentage by which the beneficiary fails to meet the hiring requirements.

- B. EMPLOYERS who have been found in violation 2 times or more over a 10 year period may be debarred and/or deemed ineligible for consideration for Projects for a period of 5 years.
- C. Within 90 days of a Determination of a Penalty, the Beneficiary or Employer may appeal the violations or fines by filing a complaint with the Contract Appeals Board in accordance with D.C. Code §2-360.03 and §2-360.04.

I hereby certify that I have the authority to bind the EMPLOYER to this Agreement from the start of work on the Project, throughout the duration of the Project, and agree to all terms and conditions herein.

By:

Riad Kadissi
EMPLOYER Senior Official (Print)

11/14/24
Date

Signed by:
Riad kadissi
EMPLOYER Senior Official (Signature)

KADCON Corporation
Name of Company

1053 31st Street NW
Washington DC 20007
Address

202-944-9400
Telephone

rkadissi@kadcon.com
Email

Gifted for DANIEL King
Signature Department of Employment Services

1/16/25
Date



**GOVERNMENT OF THE DISTRICT OF COLUMBIA
REVISED EMPLOYMENT PLAN**



I. REVISED FIRST SOURCE EMPLOYMENT PLAN

GOVERNMENT-ASSISTED PROJECT/CONTRACT INFORMATION

DISTRICT CONTRACTING AGENCY: University of the District of Columbia
CONTRACTING OFFICER: Eddie Whitaker
TELEPHONE NUMBER: 202-274-5181
TOTAL CONTRACT AMOUNT: 5,385,500
EMPLOYER CONTRACT AMOUNT: 5,385,500
PROJECT NAME: UDC Van Ness Parking Garage Structural Repair
PROJECT ADDRESS: 4200 Connecticut Avenue
CITY: Washington STATE: DC ZIP CODE: 20008
PROJECT DESCRIPTION OF WORK: GF-2024-B-0033, UDC Van Ness Parking Garage Structural Repair
PROJECT START DATE: 2/15/2025 PROJECT END DATE: May 11, 2026
EMPLOYER START DATE: 2/15/2025 EMPLOYER END DATE: May 11, 2026

EMPLOYER INFORMATION

EMPLOYER NAME: KADCON Corporation
COMPANY NAME: KADCON Corporation
EMPLOYER ADDRESS: 1053 31st Street NW
CITY: Washington STATE: DC ZIP CODE: 20008
TELEPHONE NUMBER: 202-944-9400 FEDERAL IDENTIFICATION NO.: 54-1697040
CONTACT PERSON: Riad Kadissi
TITLE: Chairman
E-MAIL: Rkadissi@kadcon.com TELEPHONE NUMBER: 202-944-9400
EMPLOYER DESCRIPTION OF WORK: General Contractor

ARE YOU A SUBCONTRACTOR YES ☐ NO ☒

IF YES, NAME OF PRIME CONTRACTOR: _____

PRIME CONTRACTOR WILL MEET HOURS WORKED PERCENTAGES REQUIREMENTS
FOR ENTIRE PROJECT ☐ OR PER EACH SUBCONTRACTOR ☒

II. EMPLOYMENT HOURS TO BE WORKED PROJECTIONS

First Source law requires EMPLOYERS (winning bidders) to submit a revised Employment Plan.

A. For construction projects receiving \$5 million or more in government assistance, Employers to provide projection of the total number of hours to be worked on the project by trade.

JOURNEY WORKER

Provide a projection of the total number of journey worker hours, by trade, to be worked on the project or contract and the total number of journey worker hours, by trade, to be worked by District residents.

This page to be completed by Employer


Employer Initials



**GOVERNMENT OF THE DISTRICT OF COLUMBIA
REVISED EMPLOYMENT PLAN**



Projection of Total Number of Journey Worker Hours	Trade	Projection of Total Number of Journey Worker Hours by DC Residents (First Source Law requires 20%)
500	Electrical	250
300	Sprinkler	150
600	Concrete	400

APPRENTICE

Provide a projection of the total number of apprentice hours, by trade, to be worked on the project or contract and the total number of apprentice hours, by trade, to be worked by District residents.

Projection of Total Number of Apprentice Hours	Trade	Projection of Total Number of Apprentice Hours by DC Residents (First Source Law requires 60%)
N/A		N/A

SKILLED WORKER

Provide a projection of the total number of skilled laborer hours, by trade, to be worked on the project or contract and the total number of skilled laborer hours, by trade, to be worked by District residents.

Projection of Total Number of Skilled Labor Hours	Trade	Projection of Total Number of Skilled Labor Hours by DC Residents (First Source Law requires 51%)
3,000	Concrete	2,000
1,000	Steel	800

COMMON LABORER

Provide a projection of the total number of common laborer hours to be worked on the project or contract and the total number of common laborer hours to be worked by District residents.

Projection of Total Number of Common Laborer Hours	Trade	Projection of Total Number of Common Laborer Hours by DC Residents (First Source Law requires 70%)
1600	Cleaning	1,200
300	Scaffolding	800

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GOVERNMENT OF THE DISTRICT OF COLUMBIA
REVISED EMPLOYMENT PLAN




B. EMPLOYMENT HIRING PROJECTIONS

ALL EMPLOYERS:

Please indicate ALL new position(s) you will create as a result of the project. If you WILL NOT be creating any new employment opportunities, please complete the attached justification sheet with an explanation. Attach additional sheets as needed.

JOB TITLE	# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTE D HIRE
A				
B				
C				
D				
E				
F				
G				
H				
I				
J				
K				

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Employer Initials




**GOVERNMENT OF THE DISTRICT OF COLUMBIA
REVISED EMPLOYMENT PLAN**



C. JUSTIFICATION SHEET: Please provide a detailed explanation of why the Employer will not have any new hires on the project.

KADCON does not anticipate hiring anyone for this project. KADCON's current employees are anticipated to run this project. this type of project required KADCON to assign employee who they know have experience and knowledge to perform the work. Moreover , those assigned staff member will remain on the project from commencement to closeout . should the status of KADCON staff changes , KADCON will comply with the requirements of the First Source Agreement and ensure that 51% of all hires are DC resident

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GOVERNMENT OF THE DISTRICT OF COLUMBIA
REVISED EMPLOYMENT PLAN



D. EMPLOYMENT PROJECTIONS

- I. Provide a timetable outlining the total hours worked by trade over the life of the project or contract and an associated hiring schedule.

At this time, KADCON does not anticipate hiring any employee to work on this project


- II. Provide descriptions of the skill requirements by job title or position, including industry-recognized certifications required for the different positions.

At this time, KADCON does not anticipate hiring any employee to work on this project
The possible opening that may be created from this project are as follows: Project Engineer:
Assist with project buyout, submittals, reports, and documentation.
project Laborer: provide a daily site cleanup

- III. Provide a strategy to fill the hours required to be worked by District residents, including a component on communicating these requirements to contractors and subcontractors and a component on potential community outreach partnerships with the University of the District of Columbia, the University of the District of Columbia Community College, the Department of Employment Services, Jointly Funded Apprenticeship Programs, the District of Columbia Workforce Intermediary, or other government-approved, community-based job training providers.

Participate in DC job fairs-post opening on DC periodicals-post with Does-For subcontractor compliance include First Source requirements as part of the subcontractor Agreement

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GOVERNMENT OF THE DISTRICT OF COLUMBIA
REVISED EMPLOYMENT PLAN



D. EMPLOYMENT PROJECTIONS (Continued)

- IV. A remediation strategy to ameliorate any problems associated with meeting these worked hours percentage requirements, including any problems encountered with contractors and subcontractors.

KADCON Corporation must remain in compliant with this agreement, therefore a senior level executive will be managed thorough monthly report and submission with DOES

- V. The designation of a senior official from the general contractor who will be responsible for implementing the hours worked percentages and reporting requirements.

Riad Kadissi , Chairman

- VI. Provide descriptions of the health and retirement benefits that will be provided to District residents working on the project or contract.

Simple IRA

- VII. Provide a strategy to ensure that District residents who work on the project or contract receive ongoing employment and training opportunities after they complete work on the job for which they were initially hired and a review of past practices in continuing to employ District residents from one project or contract to the next.

KADCON Corporation does not hire for only one project. If a hire is made, the person will be provided continual training and be placed on future project at the completion of the identified project

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GOVERNMENT OF THE DISTRICT OF COLUMBIA
REVISED EMPLOYMENT PLAN



D. EMPLOYMENT PROJECTIONS (continued)

- VIII.** Provide a strategy to hire graduates of District of Columbia Public Schools, District of Columbia Public Charter Schools, community-based job training providers, and hard-to-employ residents.

Should the need arise for hiring, KADCON Corporation will solicit all district of Columbia training provider and hiring assistance programs

- IX.** Please disclose past compliance with the First Source Employment Agreement Act of 1984 or the Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011 and the Davis-Bacon Act, where applicable, and the bidder or offeror's general District-resident hiring practices on projects or contracts completed within the last two (2) years.

Ballou SHS Field & Site Improvement-Full Compliance
Drew Elementary School - Full Compliance
UDC Van Ness Tennis Courts- Full Compliance
Lansburgh Park -Full Compliance
Johnson and Garrison Elementary School Field Lighting

- X.** Please note that EMPLOYERS on construction projects must submit weekly certified payrolls from all subcontractors at any tier working on the project or contract, as well as make such payroll and personnel records available upon request at job sites to the contracting District of Columbia agency.

Acknowledged

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GOVERNMENT OF THE DISTRICT OF COLUMBIA
REVISED EMPLOYMENT PLAN



Once approved, this revised employment plan shall not be amended except with the approval of Department of Employment Services.

By:

KADCON Corporation
EMPLOYER Senior Official (Print)

1/14/2025
Date

Riad Kadissi
EMPLOYER Senior Official (Signature)

Signed by:
Riad Kadissi
4200000066E048D

Name of Company

KADCON Corporation

Address

1053 31st Street NW Washington DC 2008

Telephone

rkadissi@kadcon.com

Email

D. Belknap for Daniel King
Signature Department of Employment Services

1/16/25
Date

Office of Human Rights

MEMORANDUM

TO: Michiko Gadson/UDC

FROM: Kenneth Saunders, Acting Director



DATE: December 2, 2024

SUBJECT: Affirmative Action Program, KADCON Corporation

CONTRACT: GF-2024-B-0033

We have reviewed the above-referenced contractor's EEO Employer Information Report and agreement to comply with the requirements of Mayor's Order 85-85, submitted by UDC on November 21, 2024. We find the forms are in conformity with the Mayor's Order.

If your Agency has any questions, contact OHR at 202-727-4559. **ALL QUESTIONS FROM THE CONTRACTOR SHOULD BE DIRECTED TO THE APPROPRIATE AGENCY REPRESENTATIVE, WHO MAY THEN CONTACT OHR.**

OCP/TC/GF-2024-B-0033

Business Licenses



GOVERNMENT
OF THE
DISTRICT OF COLUMBIA
Muriel Bowser, Mayor

Department of Licensing and Consumer Protection

Business Licensing Division
1100 4th Street S.W.
Washington DC 20024

Date Issued : 01/09/2024
Category : 4105
License# : 70101137
License Period : 02/01/2024 - 01/31/2026

BASIC BUSINESS LICENSE

Billing Name and Address : RIAD DADISSI Kadcon Corporation 1053 31st St NW Washington DC 20007	Premise/Application's Name and Address : Kadcon Corporation 1053 31ST ST NW, WASHINGTON, DC 20007	Registered Agent's Name and Address : RAED KOLAGHASSI 1053 31st St NW Washington DC 20007
---	--	---

Owner's Name :
Corp. Name : Kadcon Corporation
Trade Name :

CofO/HOP# : 72433	SSL : 1190 0073	Zone : W-3	Ward : 2	ANC : 2E	PERM NO. :
Class A		UNITS : 1			

General Service and Repair - Gen Contr/Construction Mngr

--THE LAW REQUIRES THIS LICENSE TO BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES--

*License Effective from the later of Issued or Start of License-Period Date


Acting Director :
Tiffany Crowe

Performance and Payment Bonds




Bond No. 7901150586

PERFORMANCE BOND (CONSTRUCTION) <small>(See Instructions on Reverse)</small>		Date Bond Executed (Must be same or later than date of Contract) January 17, 2025		
PRINCIPAL <small>(Legal Name and Address)</small> Kadcon Corporation 1053 31st Street, NW Washington, DC 20007	TYPE OF ORGANIZATION ("x")			
	<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input checked="" type="checkbox"/> CORPORATION			
	STATE OF INCORPORATION VA			
SURETY (IES) <small>(Name(s) and Address(es))</small> Nationwide Mutual Insurance Company One West Nationwide Blvd., 1-14-301 Columbus, OH 43215-2220	PENAL SUM OF BOND			
	MILLION(S) 3	THOUSAND(S) 850	HUNDRED(S) 200	CENTS 00
	CONTRACT DATE January 16, 2025		CONTRACT NUMBER GF-2024-B-0033	
<p>KNOW ALL MEN BY THESE PRESENTS. That we, the Principal and Surety(ies) hereto are firmly bounds to the District of Columbia Government, a municipal corporation, hereinafter called the District, in the above penal sum for the payment of which we bind ourselves, our heirs, executors, and successors, bind ourselves in such sum "jointly" and "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.</p> <p>THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the Contract identified above.</p> <p>NOW THEREFORE, if the Principal shall well and truly perform and fulfill all undertakings, covenants, terms and condition, and agreements of the Contract during the original term of the Contract and any extension thereof that may be granted by the District with or without notice to the Surety, and during the life of guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, and shall save harmless and indemnify the District from any and all claims, delays, suits, costs, charges, damages, counsel fees, judgments and decrees to which the District may be subjected at any time on account of any infringement by the Principal of letters, patents, or copyrights, unless otherwise specifically stipulated in the Contract or on account of any injury to persons or damage to property or premises that occur as a result of any act or omission of Principal in connection with the prosecution of the work under the Contract and shall pay the same, then the above obligation shall be void; otherwise to remain in full force and virtue.</p> <p>IN WITNESS WEHREOF, the Principal and Surety(ies) have executed this performance bond and have affixed their seals on the date set forth above.</p>				
Kadcon Corporation PRINCIPAL				
1. Signature <div>Signed by: Riad Kadissi (Seal)</div>		1. Attest <div>Signed by: Rahel Tessema</div>		
Name & Title (typed) Riad Kadissi, Chairman		Name & Title (typed) Rahel Tessema		
2. Signature (Seal)		2. Attest		
Name & Title (typed)		Corporate Seal		

SURETY (IES)			
I. Name & Address (typed) Nationwide Mutual Insurance Company <small>One West Nationwide Blvd., 1-14-301, Columbus, OH 43215-2220</small>		State of Inc. <div style="text-align: center; font-weight: normal;">OH</div>	Liability Limit <div style="text-align: center; font-weight: normal;">\$3,850,200.00</div>
Signature of Attorney-in-Fact 		Attest (Signature) 	
Name & Address (typed) Jessica Wright, Attorney-in-Fact <small>8200 Greensboro Drive, 10th Floor, McLean, VA 22102</small>		Name & Address (typed) Chad Jones <small>8200 Greensboro Drive, 10th Floor, McLean, VA 22102</small>	
I. Name & Address (typed)		State of Inc.	Liability Limit
Signature of Attorney-in-Fact		Attest (Signature)	
Name & Address (typed)		Name & Address (typed)	
BOND PREMIUM			
Rate Per Thousand <div style="text-align: center; font-weight: normal;">\$12.96 +/\$7.83 +/\$6.21</div>	Total Premium <div style="text-align: center; font-weight: normal;">\$30,525.00</div>	Name & Address of Agency or Agent Receiving Commission McGriff, a Marsh & McLennan Agency LLC Company <small>8200 Greensboro Drive, 10th Floor, McLean, VA 22102</small>	
INSTRUCTIONS			
<ol style="list-style-type: none"> 1. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by the authorized person signing the Contract. When such person signing is other than the President or Vice-President of a corporation, evidence of authority shall be furnished. Such evidence shall be in the form of either an Extract of Minutes of a meeting of the Board of Directors, or Extract of Bylaws, certified by the Corporate Secretary, or Assistant Secretary and with Corporate Seal affixed thereto. 2. Corporations executing the bond as sureties shall be among those appearing on the U.S. Treasury Department's list of approved sureties and shall be acting within the limitations set forth therein, and shall also be licensed by the Insurance Administration, Department of Consumer and Regulatory Affairs, to do business in the District of Columbia. The surety shall (1) insert on the bond form the name and addresses of the agency receiving the commission; and (2) attach an adequate Power-of-Attorney for each representative signing the bond. 3. Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the word "seal"; two witnesses shall sign and include their addresses, under the word "witness". If executed in Maine or New Hampshire, an adhesive seal shall be affixed. 4. The name of each person signing this performance bond shall be typed in the space provided. 			

Bond No. 7901150586

PAYMENT BOND (CONSTRUCTION) <small>(See Instructions on Reverse)</small>		Date Bond Executed (Must be same or later than date of Contract) January 17, 2025													
PRINCIPAL (Legal Name and Address) Kadcon Corporation 1053 31st Street, NW Washington, DC 20007		TYPE OF ORGANIZATION ("X")													
		<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input checked="" type="checkbox"/> CORPORATION													
		STATE OF INCORPORATION VA													
SURETY (IES) (Name(s) and Address(es)) Nationwide Mutual Insurance Company One West Nationwide Blvd., 1-14-301 Columbus, OH 43215-2220		PENAL SUM OF BOND													
		MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS										
		1	925	100	00										
		CONTRACT DATE January 16, 2025		CONTRACT NUMBER GF-2024-B-0033											
<p>KNOW ALL MEN BY THESE PRESENTS. That we, the Principal and Surety(ies) hereto are firmly bounds to the District of Columbia Government, a municipal corporation, hereinafter called the District, in the above penal sum for the payment of which we bind ourselves, our heirs, executors, and successors, bind ourselves in such sum "jointly" and "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.</p> <p>THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the Contract identified above,</p> <p>NOW THEREFORE, if the Principal shall well and truly perform and fulfill all undertakings, covenants, terms and condition, and agreements of the Contract during the original term of the Contract and any extension thereof that may be granted by the District with or without notice to the Surety, and during the life of guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, and shall save harmless and indemnify the District from any and all claims, delays, suits, costs, charges, damages, counsel fees, judgments and decrees to which the District may be subjected at any time on account of any infringement by the Principal of letters, patents, or copyrights, unless otherwise specifically stipulated in the Contract or on account of any injury to persons or damage to property or premises that occur as a result of any act or omission of Principal in connection with the prosecution of the work under the Contract and shall pay the same, then the above obligation shall be void; otherwise to remain in full force and virtue.</p> <p>IN WITNESS WEHREOF, the Principal and Surety (ies) have executed this payment bond and have affixed their seals on the date set forth above.</p>															
<div><div>Kadcon Corporation</div><div>PRINCIPAL</div><table><tr><td>1. Signature <div>Signed by: Riad Kadissi (Seal)</div></td><td>1. Attest <div>Signed by: Rahel Tessema (Seal)</div></td><td rowspan="2"></td></tr><tr><td>Name & Title (typed) Riad Kadissi, Chairman</td><td>Name & Title (typed) Rahel Tessema</td></tr><tr><td>2. Signature <div>(Seal)</div></td><td>2. Attest</td><td rowspan="2">Corporate Seal</td></tr><tr><td>Name & Title (typed)</td><td></td></tr></table></div>						1. Signature <div>Signed by: Riad Kadissi (Seal)</div>	1. Attest <div>Signed by: Rahel Tessema (Seal)</div>		Name & Title (typed) Riad Kadissi, Chairman	Name & Title (typed) Rahel Tessema	2. Signature <div>(Seal)</div>	2. Attest	Corporate Seal	Name & Title (typed)	
1. Signature <div>Signed by: Riad Kadissi (Seal)</div>	1. Attest <div>Signed by: Rahel Tessema (Seal)</div>														
Name & Title (typed) Riad Kadissi, Chairman	Name & Title (typed) Rahel Tessema														
2. Signature <div>(Seal)</div>	2. Attest	Corporate Seal													
Name & Title (typed)															

SURETY (IES)			
1. Name & Address (typed) Nationwide Mutual Insurance Company		State of Inc. OH	Liability Limit \$1,925,100.00
One West Nationwide Blvd., 1-14-301, Columbus, OH 43215-2220			
Signature of Attorney-in-Fact 		Attest (Signature) 	
Name & Address (typed) Jessica Wright, Attorney-in-Fact 8200 Greensboro Drive, 10th Floor, McLean, VA 22102		Name & Address (typed) Chad Jones 8200 Greensboro Drive, 10th Floor, McLean, VA 22102	
1. Name & Address (typed)		State of Inc.	Liability Limit
Signature of Attorney-in-Fact		Attest (Signature)	
Name & Address (typed)		Name & Address (typed)	
			
Corporate Seal			
BOND PREMIUM			
Rate Per Thousand	Total Premium	Name & Address of Agency or Agent Receiving Commission	
\$12.96 +/\$7.83 +/\$6.21	\$30,525.00	McGriff, a Marsh & McLennan Agency LLC Company 8200 Greensboro Drive, 10th Floor, McLean, VA 22102	
INSTRUCTIONS			
<p>5. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by the authorized person signing the Contract. When such person signing is other than the President or Vice-President of a corporation, evidence of authority shall be furnished. Such evidence shall be in the form of either an Extract of Minutes of a meeting of the Board of Directors, or Extract of Bylaws, certified by the Corporate Secretary, or Assistant Secretary and with Corporate Seal affixed thereto.</p> <p>6. Corporations executing the bond as sureties shall be among those appearing on the U.S. Treasury Department's list of approved sureties and shall be acting within the limitations set forth therein, and shall also be licensed by the Insurance Administration, Department of Consumer and Regulatory Affairs, to do business in the District of Columbia. The surety shall (1) insert on the bond form the name and addresses of the agency receiving the commission; and (2) attach an adequate Power-of-Attorney for each representative signing the bond.</p> <p>7. Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the word "seal"; two witnesses shall sign and include their addresses, under the word "witness". If executed in Maine or New Hampshire, an adhesive seal shall be affixed.</p> <p>8. The name of each person signing this payment bond shall be typed in the space provided.</p>			

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Jessica Wright

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

Surety Bond Number: 7901150586
Principal: Kadcon Corporation
Obligee: District of Columbia Government

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require, and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company:

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Sharon Labuda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026

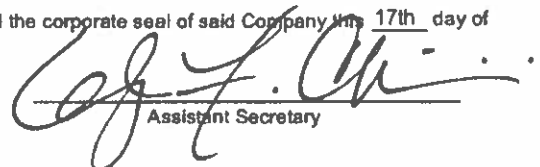


Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 17th day of January, 2025.



Assistant Secretary

SBE Subcontracting Plan



SBE Subcontracting Plan FAQs & Checklist

This Checklist and FAQs are being provided to assist you in completing the SBE Subcontracting Plan. You must submit the Subcontracting Plan for all construction and non-construction contracts for government-assisted projects and for any application for a Class A Operator, Class B Operator, or Management Service Provider (MSP) license to be issued by the Office of Lottery & Gaming (OLG). You must adhere to all District laws regarding the requirements of Subcontracting Plans, the instructions on the SBE Subcontracting Plan (below), and any instructions provided by the procuring agency or OLG.

FREQUENTLY ASKED QUESTIONS

- **Who is required to complete an SBE Subcontracting Plan?**
 - All beneficiaries of construction or non-construction contracts for government-assisted projects in excess of \$250,000 must submit an SBE Subcontracting Plan unless the subcontracting requirement is otherwise fully waived by the Director of the Department of Small & Local Business Development. A partial waiver still requires an SBE Subcontracting Plan.
- **What is the duration for allocating at least 35% of the contract value to SBE?**
 - For an agency contract at least 35% of the dollar volume of the contract shall be subcontracted to a qualified SBE for each performance period for the life of the contract.
- **I am a CBE Prime Contractor doing 100% of the work under my contract, am I required to complete the SBE Subcontracting Plan?**
 - If a CBE Prime is selected as a beneficiary of a construction or non-construction contract and will perform 100% of the work, subcontracting is not required. If 100% of the work is performed by the CBE Prime, it shall attest to completing 100% of the work. However, if a CBE Prime subcontracts any portion of the work, 35% of the total amount subcontracted must be with an SBE. For example, if a CBE Prime receives a contract for \$1,000,000 and will perform only \$900,000 of the contract, 35% of the remaining \$100,000 (*i.e.*, \$35,000) must be subcontracted to qualified SBEs. The SBE Subcontracting Plan, based on this example, should be completed.
- **Will DSLBD credit 100% of a CBE's subcontract towards my subcontracting goal?**
 - DSLBD will only provide credit towards your subcontracting goal for work whereby a SBE provides a commercially useful function. For example, if a Prime contractor awards a \$100,000 contract to an SBE subcontractor to procure software licenses at \$95,000, and the remaining \$5,000 is paid to the SBE for obtaining those software licenses, only the \$5,000 will be credited towards the subcontracting goal. Any pass-thru costs or other work where the SBE is not providing a commercially useful function--with its own organization and resources--will not be credited.
- **Does my SBE Subcontracting Plan have to cover all options periods of the contract or solely the current performance period?**
 - The SBE Subcontracting Plan should only include information for the current period of performance. Thus, the SBE Subcontracting Plan should not represent anticipated option periods. A new subcontracting plan must be submitted and executed before the start of each period of performance.
- **The base period of my contract was awarded during the COVID-19 Public Health Emergency (*i.e.*, March 11, 2020, through November 5, 2021). What is my subcontracting requirement for my performance periods that fall outside of those dates?**
 - If the base period of your contract was awarded during the public health emergency, you are required to maintain a 50% subcontracting requirement for all options and extensions associated with that contract unless otherwise reduced or waived by the Director of DSLBD.
- **I do not believe I can meet the required 35% or 50% subcontracting requirement. What must I do to waive this requirement?**
 - If you believe you cannot achieve the required subcontracting requirements, you should communicate this concern to the contracting officer or other procuring staff before signing your contract. Only the Director of DSLBD can waive the subcontracting requirements, and DSLBD does not retroactively approve waivers. For instance, if a contract is executed before a final determination has been rendered by DSLBD's Director, you will be required to achieve the subcontracting requirement, or the contract may be voided, pursuant to District law.
 - The contracting officer is required to submit a waiver request to DSLBD for the contract **for each period of performance**. Beneficiaries are not permitted to submit a waiver request. DSLBD does



not approve waivers retroactively; therefore, contracting officers and beneficiaries should ensure that the waiver is approved prior to executing the contract. Otherwise, the contract is **voidable** pursuant to District law.

➤ **Can I utilize any CBE to meet my subcontracting requirements or does it have to be an SBE specifically?**

If there are insufficient qualified SBEs to completely fulfill the subcontracting requirement, then the requirement may be satisfied by subcontracting a CBE; provided, that all reasonable efforts shall be made to ensure that qualified SBEs are significant participants in the overall subcontracting work.



SBE SUBCONTRACTING PLAN

INSTRUCTIONS: All construction & non-construction contracts for **government-assisted projects (agency contracts & private projects with a District subsidy)** over \$250,000, shall require at least 35% of the total dollar volume of the contract (i.e., the total amount of agency contract or total private project development costs) be subcontracted to Small Business Enterprises (SBE), and if insufficient qualified SBEs to Certified Business Enterprises (CBE). The SBE Subcontracting Plan must list all SBE and CBE subcontracts at every tier. Once the SBE Subcontracting Plan is submitted for agency contracts, options, and extension, it can only be amended by the Director of the Department of Small & Local Business Development

SUBMISSION OF CBE PLAN:

- ◇ For **agency** solicitations – submit to the agency with bid/proposal.
- ◇ For **agency** options & extensions – submit to the agency before an option or extension is exercised.
- ◇ For **public-private projects** – submit to DSLBD, the agency project manager, and with each quarterly report. As private projects may not have awarded all contracts at the time the District subsidy is granted, the SBE Subcontracting Plan may be submitted simultaneously with each quarterly report and list all SBE/CBE subcontracts executed by the time of submission.

CREDIT: For each subcontract listed on the SBE Subcontracting Plan, credit will only be given for the portion of the subcontract performed, at every tier, by an SBE/CBE using *its own organization and resources*. **COPIES OF EACH FULLY EXECUTED SUBCONTRACT WITH SBEs AND CBEs (AT EVERY TIER) MUST BE PROVIDED TO RECEIVE CREDIT.**

CERTIFICATION INFORMATION: Certification as a Local Business Enterprise (**LBE**) is a prerequisite to be certified in any additional business enterprise category within the CBE Program. The Small Business Enterprise (**SBE**) is a category of the Certification. However, not all CBEs have a Small Business Enterprise (SBE) category. If the subcontracting plan is with a CBE without the SBE category, the contract may not receive credit towards the subcontracting goal for work provided by the CBE if there were qualified SBEs that could have been utilized to completely fulfill the subcontracting requirement.

The certification number must include the **Local Business Enterprise (LBE)** and **Small Business Enterprise (SBE) categories**. i.e., Certification Number: **LSXXXXXXXXX2026**.

SUBCONTRACTING CREDIT PURSUANT D.C. LAW 24-39:

Pursuant to the Coronavirus Support Temporary Amendment Act of 2021 and the Public Emergency Extension and Eviction and Utility Moratorium Phasing Emergency Amendment Act of 2021, contracts awarded during the Public Health Emergency shall receive credit as follows:

- (1) For every dollar expended by a beneficiary with a resident-owned business, the beneficiary shall receive a credit for \$1.10 against the CBE minimum expenditure.
- (2) For every dollar expended by a beneficiary with a disadvantaged business enterprise, the beneficiary shall receive a credit for \$1.25 against the CBE minimum expenditure.
- (3) For every dollar expended by a beneficiary that uses a company designated as both a disadvantaged business enterprise and as a resident-owned business, the beneficiary shall receive a maximum credit for \$1.30 against the CBE minimum expenditure.

EXEMPTION: If the **Beneficiary (e.g., the Prime Contractor or Developer)** is a CBE and will perform the ENTIRE **government-assisted project** with *its own organization and resources* and will NOT subcontract any portion of the services and goods, then the CBE Beneficiary is not required to subcontract to SBEs.



SECTION 1. BENEFICIARY AND SOLICITATION/CONTRACT/SPORTS WAGERING APPLICANT INFORMATION

Section 1A. BENEFICIARY INFORMATION

Company: KADCON Corporation Contact #: 202-944-9400 Email address: rkadissi2kadcon.com
 Street Address: 1053 31st Street NW City/ State/ Zip Code: Washington DC 20007
 Company's point of contact for agency contract, private project, or Sports Wagering Licensee:
 Point of Contact: Riad Kadissi Title: Chairman
 Contact #: 202-944-9400 Email address: rkadissi@kadcon.com
 Street Address: 1053 31st Street NW Washington DC 20007

Section 1B. SOLICITATION/CONTRACT/SPORTS WAGERING APPLICANT INFORMATION

Solicitation /Contract/ApplicantNo.: GF-2024-B-0033 Solicitation Due Date: 11/14/2024
 Agency: University of District of Columbia Total Dollar Amount of Contract: 3,850,200
 Total Value of **ALL** CBE Subcontracts: TBD
 (Include all lower tiers)
 Please select all the applicable subcontracting requirements for this solicitation:
☒ 35% Subcontracting Requirement
☐ 50% Subcontracting Requirement
☐ DSLBD approved an adjusted subcontracting requirement:
 ➤ Adjusted Subcontracting Requirement: %
 I affirm that the value of all my CBE Subcontracts meets or exceeds the subcontracting requirement required under this solicitation or contract. Further, I understand that DSLBD will only provide credit towards my SBE Subcontracting Requirement for work whereby a CBE provided a commercially useful function with its own organization and resources.
☒ I AGREE
☐ I DISAGREE

Section 1C. CBE BENEFICIARY (ONLY COMPLETE IF THE BENEFICIARY IS A CERTIFIED BUSINESS ENTERPRISE)

If the Beneficiary is a Certified Business Enterprise, select all that apply and provide the following information:
☐ I am a CBE that **WILL** perform 100% of the contracting effort with my own organization and resources and will not subcontract any portion of the contract. Therefore, I am NOT required to submit an SBE Subcontracting Plan that demonstrates subcontracting.
☒ I am a CBE that **WILL NOT** perform 100% of the contracting effort with my own organization and resources and will subcontract a portion of the contract. Therefore, I understand I am required to submit an SBE Subcontracting Plan (located in Section on 2) that demonstrates that the required subcontracting amount, as indicated above, will go to qualified CBEs.
Please include the percentage of the contract the CBE Prime will perform under the contract or project.
 ➤ The CBE Prime will self-perform 35 % of the contract's total dollar volume of the contract or project.
Please provide the current CBE Certification Number of the CBE Prime.
 ➤ CBE Certification No. LSDX30215112021



BENEFICIARY ATTESTATION

I declare, certify, verify, attest, and state under penalty of perjury that the information provided above is true and correct to the best of my knowledge and belief. Pursuant to D.C. Official Code § 22-2402, I understand that a person convicted of perjury shall be fined not more than \$5,000 or imprisoned for not more than 10 years, or both. I understand that any false or fraudulent statement that I provide or assert may be grounds for revocation of my CBE registration pursuant to D.C. Official Code § 2-218.63. Further, a Prime Contractor, Developer, CBE, Certified Joint Venture, or Sports Wagering Licensee that fails to comply with the requirements of the Small and Certified Business Enterprise Development and Assistance Amendment Act of 2005, as amended, (D.C. Law 20-108) (the "Act"), shall be subject to penalties as outlined in the Act.

PRINT NAME: Riad Kadissi

JOB TITLE: Chairman

SIGNATURE:

DATE: 1/21/2025

Section 2.

SBE/CBE SUBCONTRACTORS (FOR EACH TIER):

CBE Subcontractor Company Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE	
SBE/CBE Point of Contact:			CBE Subcontractor Self-Performance Indicator:		
Name: <input type="text"/> Title: <input type="text"/> Telephone Number: <input type="text"/> Email Address: <input type="text"/>			<input type="checkbox"/> This CBE will perform the ENTIRE subcontract with its own organization and resources. <input type="checkbox"/> This CBE will subcontract a portion of the subcontract and will perform <input type="text"/> % of the subcontract's total dollar volume. NOTE: If the CBE will not self-perform 100% of the subcontract, it must list each lower-tier CBE subcontractor below.		
LOWER TIER CBE Subcontractor Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE	Tier (e.g., 1 st , 2 nd , 3 rd , 4 th , etc.)
			\$ <input type="text"/>	<input type="text"/>	<input type="text"/>
			\$ <input type="text"/>	<input type="text"/>	<input type="text"/>
			\$ <input type="text"/>	<input type="text"/>	<input type="text"/>
			\$ <input type="text"/>	<input type="text"/>	<input type="text"/>
			\$ <input type="text"/>	<input type="text"/>	<input type="text"/>



CBE Subcontractor Company Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
SBE/CBE Point of Contact:			CBE Subcontractor Self-Performance Indicator:		
Name: <input type="text"/> Title: <input type="text"/> Telephone Number: <input type="text"/> Email Address: <input type="text"/>			<input type="checkbox"/> This CBE will perform the ENTIRE subcontract with its own organization and resources. <input type="checkbox"/> This CBE will subcontract a portion of the subcontract and will perform <input type="text"/> % of the subcontract's total dollar volume. NOTE: If the CBE will not self-perform 100% of the subcontract, it must list each lower-tier CBE subcontractor below.		
LOWER TIER CBE Subcontractor Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE	Tier (e.g., 1 st , 2 nd , 3 rd , 4 th , etc.)
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>

CBE Subcontractor Company Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
SBE/CBE Point of Contact:			CBE Subcontractor Self-Performance Indicator:		
Name: <input type="text"/> Title: <input type="text"/> Telephone Number: <input type="text"/> Email Address: <input type="text"/>			<input type="checkbox"/> This CBE will perform the ENTIRE subcontract with its own organization and resources. <input type="checkbox"/> This CBE will subcontract a portion of the subcontract and will perform <input type="text"/> % of the subcontract's total dollar volume. NOTE: If the CBE will not self-perform 100% of the subcontract, it must list each lower-tier CBE subcontractor below.		
LOWER TIER CBE Subcontractor Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE	Tier (e.g., 1 st , 2 nd , 3 rd , 4 th , etc.)
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>



				function by the CBE	
			\$		
			\$		
			\$		
			\$		
			\$		

CBE Subcontractor Company Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE

SBE/CBE Point of Contact:	CBE Subcontractor Self-Performance Indicator:
Name: Title: Telephone Number: Email Address:	<input type="checkbox"/> This CBE will perform the ENTIRE subcontract with its own organization and resources. <input type="checkbox"/> This CBE will subcontract a portion of the subcontract and will perform % of the subcontract's total dollar volume. NOTE: If the CBE will not self-perform 100% of the subcontract, it must list each lower-tier CBE subcontractor below.

LOWER TIER CBE Subcontractor Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE	Tier (e.g., 1 st , 2 nd , 3 rd , 4 th , etc.)
			\$		
			\$		
			\$		
			\$		
			\$		



AGENCY CONTRACT AWARD	PRIVATE PROJECT SUBSIDY AWARD
<p>Agency: <u>UDC</u> Prime Contractor: <u>KADCON Corporation</u> Contract Number: <u>GF-2024-B-0033</u> Date SBE Subcontracting Plan Accepted: _____ Date agency contract signed: _____</p> <p>Anticipated Start Date of Contract: _____ Anticipated End Date of Contract: _____</p> <p>Total Dollar Amount of Contract: \$ <u>3,850,200</u></p> <p><i>*Design-Build must include total contract amount for both design and build phase of the project.</i></p> <p>35% of the Total Contract Amount: \$ <u>1,347,570</u></p> <p>35% of the Applicable Performance Period: \$ _____</p> <p>50% of Total Dollar Amount of Contract: \$ _____ (pursuant to D.C. Law 24-39)</p> <p>Total Amount of All SBE/CBE Subcontracts: \$ _____ (include every tier)</p> <p>(✓ if applies) <input type="checkbox"/> Base Period Contract – Option/Extension Period: _____ <input type="checkbox"/> Multi-year Contract First Year (Period) of Contract: _____ Current Year (Period) of Contract: _____ <input type="checkbox"/> Design-Build – Date of Guaranteed Contract: _____</p> <p><input type="checkbox"/> Check if prime contractor is a CBE and will perform the ENTIRE government-assisted project (agency contract) with <i>its own organization and resources and NOT subcontract any portion of the services or goods.</i></p>	<p>Agency Providing Subsidy: _____ District Subsidy: _____ Developer: _____ Amount of District Subsidy: _____ Date District Subsidy Provided/ contract signed: _____</p> <p>Anticipated Start Date of Project: _____ Anticipated End Date of Project: _____</p> <p>Project Name: _____ Project Address: _____</p> <p>Total Development Project Budget: \$ _____ (include pre-construction and construction costs)</p> <p>35% of the Total Development Project Budget: \$ _____</p> <p>50% of Total Dollar Amount of Contract: \$ _____ (pursuant to D.C. Law 24-39)</p> <p>Total Amount of All SBE/CBE Subcontracts: \$ _____ (include every lower tier)</p> <p><input type="checkbox"/> Check if developer is a CBE and will perform the ENTIRE government-assisted project (private project) with <i>its own organization and resources and NOT subcontract any portion of services or goods.</i></p>
<p style="color: red; font-weight: bold;"> <input type="checkbox"/> AGENCY CONTRACTING OFFICER'S AFFIRMATION OR <input type="checkbox"/> AGENCY PROJECT MANAGER'S AFFIRMATION (✓ which applies) </p> <p>The below Agency Contracting Officer or Agency Project Manager affirms the following (✓ to affirm):</p> <p><input type="checkbox"/> If the Beneficiary is a CBE, DSLBD was contacted to confirm Beneficiary's CBE certification.</p> <p><input type="checkbox"/> The fully executed Contract (Base or Option or Extension or Multi-Year) or subsidy document, between the Beneficiary and Agency, was emailed to DSLBD at Compliance.Enforcement@dc.gov within five (5) days of signing:</p> <p><input type="checkbox"/> FOR AGENCY CONTRACT the SBE Subcontracting Plan, submitted by Beneficiary, was emailed to DSLBD at Compliance.Enforcement@dc.gov within five (5) days of signing the contract between the Beneficiary and Agency.</p> <p>_____ Name of Agency Contracting Officer or Agency Project Manager</p> <p>_____ Title of Agency Contracting Officer or Agency Project Manager</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>_____ <b style="color: red;">Signature</p> </div> <div style="width: 45%;"> <p>_____ <b style="color: red;">Date</p> </div> </div>	

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sahouri Ins & Financial 8200 Greensboro Drive Suite 1550 McLean VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): 703-883-0500 E-MAIL ADDRESS: coi@sahouri.com FAX (A/C, No): 855-242-6660
INSURED Kadcon Corporation 1053 31st Street NW Washington DC 20007	INSURER(S) AFFORDING COVERAGE INSURER A: Erie Insurance Exchange INSURER B: Beazley INSURER C: Flagship City Insurance Co INSURER D: Swiss Re Corporate Solutions America Insurance INSURER E: Travelers Casualty & Surety INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 751677166**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			Q47-1250815	11/12/2024	11/12/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			Q11-1230826	11/12/2024	11/12/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			Q35-1270273	11/12/2024	11/12/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	Q95-6200189	11/12/2024	11/12/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B D E	Pollution Liability Cyber Liability Employee Theft/3rd Party Crime			ENP0007986-03 C-4MQ8-230511-CYBER-2024 0107699572S	11/12/2024 11/12/2024 9/15/2024	11/12/2025 11/12/2025 9/15/2025	Each Occurrence Limit 2,000,000 Per Claim/Aggregate Limit 4,000,000 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The following coverages are included on the Business Owners Policy (#Q47-1250815) via Erie Insurance, effective 11/12/2024-2025:

- \$50,000 Business Personal Property (1053 31st Street NW), \$1,000 Deductible
- \$50,000 CONTRACTOR'S EQUIPMENT (Blanket, Leased)
- \$2,500,000 INLAND MARINE/INSTALLATION (Comprehensive Perils, Including Breakage) per jobsite, in transit, or in temporary storage - per form IMIFCP0218
- \$250,000 EMPLOYEE DISHONESTY (\$0 deductible)
Cyber Liability \$4MM Aggregate C-4MQ8-230511-CYBER-2024 - 11/12/2024-11/12/2025 - Swiss Re Corporate Solutions America Insurance Company
Employment Practices and Third Party Liability \$4MM - Policy#: 652508490 - 11/12/2024 to 11/12/2025 - Continental Casualty Company
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

University of the District of Columbia
4200 Connecticut Avenue NW
Washington DC 20008

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY Sahouri Ins & Financial		NAMED INSURED Kadcon Corporation 1053 31st Street NW Washington DC 20007	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Sexual/Physical Abuse & Molestation - \$2MM Aggregate & \$1MM Per Occurrence - 11/12/2024-11/12/2025 - Beazley Insurance - Policy #: SML17867A24
 Contractors Professional Liability - \$1,000,000 Per Claim, \$2,000,000 Aggregate - 11/12/2024-11/12/2025 - Underwriters at Lloyd's of London, Policy Number: PSN0040168061
 Contract Number: GF-2024-B-0033
 Project Name: UDC Van Ness Parking Garage Structural Repair
 Project Address: 4200 Connecticut Avenue NW, Washington, DC 20008

Bidder's Certification

BIDDER/OFFEROR CERTIFICATION FORM

COMPLETION

The person(s) completing this form must be knowledgeable about the bidder's/offeror's business and operations.

RESPONSES

Every question must be answered. Each response must provide all relevant information that can be obtained within the limits of the law. Individuals and sole proprietors may use a Social Security number but are encouraged to obtain and use a federal Employer Identification Number (EIN). Provide any explanation at the end of the section or attach additional sheets with numbered responses. Include the bidder's/offeror's name at the top of each attached page.

GENERAL INSTRUCTIONS

This form contains four (4) sections. Section I concerns the bidder's/offeror's responsibility; Section II includes additional required certifications; Section III relates to Domestic Preferences (if applicable); and Section IV requires the bidder's/offeror's signature.

SECTION I. BIDDER/OFFEROR RESPONSIBILITY CERTIFICATIONS

Instructions for Section I: Section I contains seven (7) parts. Part 1 requests information concerning the bidder's/offeror's business entity. Part 2 inquires about current or former owners, partners, directors, officers or principals. Part 3 relates to the responsibility of the bidder's/offeror's business. Part 4 concerns the bidder's/offeror's business certificates and licenses. Part 5 inquires about legal proceedings. Part 6 relates to the bidder's/offeror's financial and organizational status. Part 7 relates to disclosures under the District of Columbia Freedom of Information Act (FOIA).

PART 1: BIDDER/OFFEROR INFORMATION

Legal Business Entity Name: KADCON Corporation	Solicitation #: GF-2024-B-0033	
Address of the Principal Place of Business (street, city, state, zip code): 1053 31st Street NW, Washington DC 20007	Telephone # and ext.: 202-944-9400	Fax #:
Email Address: rkadissi@kadcon.com	Website: www.kadcon.com	

Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity and EIN used in the last five (5) years and the status (active or inactive).

Type:	Name:	EIN:	Status:

1.1 Business Type (Please check the appropriate box and provide additional information if necessary.):

<input checked="" type="checkbox"/> Corporation (including PC)	Date of Incorporation: 1992
<input type="checkbox"/> Joint Venture	Date of Organization:
<input type="checkbox"/> Limited Liability Company (LLC or PLLC)	Date of Organization:
<input type="checkbox"/> Nonprofit Organization	Date of Organization:
<input type="checkbox"/> Partnership (including LLP, LP or General)	Date of Registration or Establishment:
<input type="checkbox"/> Sole Proprietor	How many years in business?:
<input type="checkbox"/> Other	Date established?:

If "Other," please explain:

1.2 Was the bidder's/offeror's business formed or incorporated in the District of Columbia?	Yes <input checked="" type="checkbox"/> No
---	--

If "No" to Subpart 1.2, provide the jurisdiction where the bidder's/offeror's business was formed or incorporated. Attach a Certificate or Letter of Good Standing from the applicable jurisdiction and a certified Application for Authority from the District, or provide an explanation if the documents are not available.

State Virginia Country United States

1.3 Please provide a copy of each District of Columbia license, registration or certification that the bidder/offeror is required by law to obtain (other than those provided in Subpart 1.2). If the bidder/offeror is not providing a copy of its license, registration or certification to transact business in the District of Columbia, it shall either:

- (a) Certify its intent to obtain the necessary license, registration or certification prior to contract award; or
(b) Explain its exemption from the requirement.

PART 2: INDIVIDUAL RESPONSIBILITY

Additional Instructions for Section I, Parts 2 through 8: Provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

Within the past five (5) years, has any current or former owner, partner, director, officer, principal or any person in a position involved in the administration of funds, or currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the bidder/offeror with any government entity:

2.1 Been sanctioned or proposed for sanction relative to any business or professional permit or license?	No
2.2 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	No
2.3 Been proposed for suspension or debarment?	No
2.4 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	No
2.5 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or a plea bargain for:	No
(a) Any business-related activity; or (b) Any crime the underlying conduct of which was related to truthfulness?	
2.6 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	No

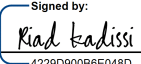
Please provide an explanation for each "Yes" in Part 2.

PART 3: BUSINESS RESPONSIBILITY

Within the past five (5) years, has the bidder/offeror:

3.1 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	No
3.2 Been proposed for suspension or debarment?	No
3.3 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	No

3.4 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or plea bargain for: (a) Any business-related activity; or (b) Any crime the underlying conduct of which was related to truthfulness?	No
3.5 Been disqualified or proposed for disqualification on any government permit or license?	No
3.6 Been denied a contract award or had a bid or proposal rejected based upon a non-responsibility finding by a government entity?	No
3.7 Had a low bid or proposal rejected on a government contract for failing to make good faith efforts on any Certified Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	No
3.8 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	No
Please provide an explanation for each "Yes" in Part 3.	
PART 4: CERTIFICATES AND LICENSES	
4.1 Within the past five (5) years, has the bidder/offoror had a denial, decertification, revocation or forfeiture of District of Columbia certification of any Certified Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?	Yes <input checked="" type="checkbox"/> No
Please provide an explanation for "Yes" in Subpart 4.1.	
4.2 Please provide a copy of the bidder/s/offoror's District of Columbia Office of Tax and Revenue Tax Certification Affidavit.	
PART 5: LEGAL PROCEEDINGS	
Within the past five (5) years, has the bidder/offoror:	
5.1 Had any liens or judgments (not including UCC filings) over \$25,000 filed against it which remain undischarged?	Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 5.1, provide an explanation of the issue(s), relevant dates, the Lien Holder or Claimant's name, the amount of the lien(s) and the current status of the issue(s).	
5.2 Had a government entity find a willful violation of District of Columbia compensation or prevailing wage laws, the Service Contract Act or the Davis-Bacon Act?	Yes <input checked="" type="checkbox"/> No
5.3 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	Yes <input checked="" type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 5.	
PART 6: FINANCIAL AND ORGANIZATIONAL INFORMATION	
6.1 Within the past five (5) years, has the bidder/offoror received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.1, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.2 Within the past five (5) years, has the bidder/offoror had any liquidated damages assessed by a government entity over \$25,000?	Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.2, provide an explanation of the issue(s), relevant dates, the government entity involved, the amount assessed and the current status of the issue(s).	
6.3 Within the last seven (7) years, has the bidder/offoror initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.3, provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "initiated," "pending" or "closed".	
6.4 During the past three (3) years, has the bidder/offoror failed to file a tax return or pay taxes required by federal, state, District of Columbia or local laws?	Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.4, provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the bidder/offoror failed to file/pay and the current status of the tax liability.	
6.5 During the past three (3) years, has the bidder/offoror failed to file a District of Columbia unemployment insurance return or failed to pay District of Columbia unemployment insurance?	Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.5, provide the years the bidder/offoror failed to file the return or pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.6 During the past three (3) years, has the bidder/offoror failed to comply with any payment agreement with the Internal Revenue Service, the District of Columbia Office of Tax and Revenue and the Department of Employment Services?	Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.6, provide the years the bidder/offoror failed to comply with the payment agreement, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.7 Indicate whether the bidder/offoror owes any outstanding debt to any state, federal or District of Columbia government.	Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.7, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.8 During the past three (3) years, has the bidder/offoror been audited by any government entity?	Yes <input checked="" type="checkbox"/> No
(a) If "Yes" to Subpart 6.8, did any audit of the bidder/offoror identify any significant deficiencies in internal controls, fraud or illegal acts; significant violations of provisions of contract or grant agreements; significant abuse; or any material disallowance?	Yes <input checked="" type="checkbox"/> No
(b) If "Yes" to Subpart 6.8(a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
PART 7: FREEDOM OF INFORMATION ACT (FOIA)	
7.1 Indicate whether the bidder/offoror asserts that any information provided in response to a question in Section I is exempt from disclosure under the District of Columbia Freedom of Information Act (FOIA), effective March 25, 1977 (D.C. Law 1-96; D.C. Code §§ 2-531, <i>et seq.</i>). Include the question number(s) and explain the basis for the claim. (The District will determine whether such information is, in fact, exempt from FOIA at the time of request for disclosure under FOIA.)	Yes <input checked="" type="checkbox"/> No
SECTION II. ADDITIONAL REQUIRED BIDDER/OFFOROR CERTIFICATIONS	

3.1 In accordance with 41 USC 8301 <i>et. seq.</i> and implementing regulations, the bidder/offeror certifies that only construction materials manufactured in the United States will be used on the project.		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
SECTION IV. CERTIFICATION				
Instruction for Section IV: This section must be completed by all bidder/offerors.				
I, [_____], as the person authorized to sign these certifications, hereby certify that the information provided in this form is true and accurate. In accordance with the requirements of section 302(c) of the Procurement Practices Reform Act of 2010 (D.C. Code § 2-353.02(c)), I shall update any response provided in this form within 60 days of a material change to a response and prior to the exercise of an option period.				
Name [Print and sign]: Riad Kadissi		Signed by:  <small>4229D900B6E048D...</small>		Telephone #: 202-944-9400
Title: Chairman		Fax #: Email Address: rkadissi@kadcon.com		
Date: 11/14/24		Contract No: GF-2024-B-0033		
The District of Columbia is authorized to verify the above information with appropriate government authorities. Penalty for making false statements is a fine of not more than \$1,000.00, imprisonment for not more than 180 days, or both, as prescribed in D.C. Code § 22-2405. Penalty for false swearing is a fine of not more than \$2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Code § 22-2404.				

Living Wage Act

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYOR



DR. UNIQUE MORRIS-HUGHES
DIRECTOR

LIVING WAGE ACT FACT SHEET

The Living Wage Act of 2006, D.C. Code §§ 2-220.01 – 2-220.11, provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing), in the amount of \$100,000 or more, shall pay affiliated employees wages at no less than the current living wage rate.

Effective January 1, 2025 until June 30, 2025, the Living Wage rate is \$17.50 per hour.

Effective July 1, 2025, the District's Minimum Wage and Living Wage rates will increase to \$18.00 per hour.

Subcontractors of D.C. government contractors, who receive \$15,000 or more from the contract, and subcontractors of the recipients of government assistance, who receive \$50,000 or more from the assistance, are also required to pay their affiliated employees no less than the current living wage rate.

“Affiliated employee” means any individual employed by a recipient who receives compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or a contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the government assistance or contract, or who are otherwise employed by the contractor, recipient or subcontractor.

Exemptions – The following contracts and agreements are exempt from the Living Wage Act:

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District's current living wage, the contractor must pay the higher of the two rates);
2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current living wage;
3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
4. Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services, provided that the trainees do not replace employees subject to the Living Wage Act;

6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that students not replace employees subject to the Living Wage Act;
7. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District of Columbia;
8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to Section 501 (c) (3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68 A Stat. 163; 26. U.S.C. §501(c)(3));
9. Medicaid provider agreements for direct care services to Medicaid recipients, **provided, that** the direct care service is not provided through a home care agency, a community residence facility, or a group home for persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983; D.C. Official Code § 44-501; and
10. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Enforcement

The Department of Employment Services (DOES) Office of Wage-Hour and the D.C. Office of Contracting and Procurement share monitoring responsibilities.

Home Care Final Rule: The Department of Labor extended overtime protections to home care workers and workers who provide companionship services. Employers within this industry are now subject to recordkeeping provisions.

If you learn that a contractor subject to this law is not paying at least the current living wage, you should report it to the contracting officer. If you believe that your employer is subject to this law and is not paying at least the current living wage, you may file a complaint with the DOES Office of Wage - Hour, located at 4058 Minnesota Avenue, N.E. Suite 3600, Washington, D.C. 20019, call (202) 671-1880, or file your claim on-line: www.does.dc.gov. Go to “File a Claim” tab.

For questions and additional information, contact the Office of Contracting and Procurement at (202) 727-0252 or the Department of Employment Services on (202) 671-1880.

Please note: *This fact sheet is for informational purposes only as required by Section 106 of the Living Wage Act. It should not be relied on as a definitive statement of the Living Wage Act or any regulations adopted pursuant to the law.*

THE LIVING WAGE ACT OF 2006

D.C. Code §§ 2-220.01 – 2-220.11

Recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage.

Effective January 1, 2025, until June 30, 2025, the living wage rate is \$17.50 per hour.

Effective July 1, 2025, the District's Minimum Wage and Living Wage will increase to \$18.00 per hour.

The requirement to pay a living wage applies to:

- All recipients of contracts in the amount of \$100,000 or more, and all subcontractors that receive \$15,000 or more from the funds received by the recipient from the District of Columbia, and
- All recipients of government assistance in the amount of \$100,000 or more, and all subcontractors of these recipients that receive \$50,000 or more from the government assistance received by the recipient from the District of Columbia.

“Contract” means a written agreement between a recipient and the District government.

“Government assistance” means a grant, loan, or tax increment financing that result in a financial benefit from an agency, commission, instrumentality, or other entity of the District government.

“Affiliated employee” means any individual employed by a recipient who received compensation directly from government assistance or a contract with the District of Columbia government, including employees of the District of Columbia, any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the contract or government assistance or who are otherwise employed by the contractor, recipient, or subcontractor.

Certain exemptions apply: 1) Contracts or agreements subject to wage determinations required by federal law which are higher than the wage required by this Act; 2) Existing and future collective bargaining agreements, provided that the future agreement results in employees being paid no less than the current living wage; 3) contracts for electricity, telephone, water, sewer performed by regulated utilities; 4) contracts for services needed immediately to prevent or respond to a disaster or imminent threat declared by the Mayor; 5) contracts awarded to recipients that provide trainees with services, including but not limited to case management and job readiness services, provided the trainee does not replace employees; 6) employees under 22 years of age employed during a school vacation period, or enrolled as a full-time student who works less than 25 hours per week; 7) tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; 8) employees of nonprofit organizations that employ not more than 50 individuals and qualify for 501(c)(3) status; 9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983; D.C. Official Code § 44-501; and 10) contracts or agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Home Care Final Rule: The Department of Labor extended overtime protections to home care workers and workers who provide companionship services. Employers within this industry are now subject to recordkeeping provisions.

Each recipient and subcontractor of a recipient shall provide this notice to each affiliated employee covered by this notice, and shall also post this notice in a conspicuous site in its place of business. All recipients and subcontractors shall retain payroll records created and maintained in the regular course of business under District of Columbia law for a period of at least 3 years.

To file a claim, visit: Department of Employment Services, Office of Wage-Hour, 400 Virginia Ave., SW, 4th Flr, Washington, D.C. 20024; call: (202) 671-1880; or file your claim on-line: does.dc.gov. Go to “File a Claim” tab.

Contractor's Bid



University of the District of Columbia
van Ness

Request for Proposal

University of the District of Columbia
Van Ness Parking Garage
Emergency Structural Repairs

Solicitation Number:
GF-2024-B-0033

Date

11.14.2024

KADCON



KADCON

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KADCON

Executive Summary



Executive Summary

Van Ness Parking Garage Emergency Structural Repairs

University of the District of Columbia

The University of the District of Columbia (UDC) is soliciting bids for the emergency structural repairs to the Van Ness Campus Parking Garage, located at 4200 Connecticut Avenue NW, Washington, D.C. KADCON Corporation, with over 30 years of experience in the construction industry, is well-equipped to provide the expertise and dedication necessary to successfully complete this project. As a Certified Business Enterprise (CBE), KADCON is committed to involving small businesses throughout the District, and we will exceed the required CBE/LSDBE contractual percentages to ensure a positive impact on the local economy.

This project involves critical repairs to structural elements of the parking garage, including concrete surfaces, columns, beams, and stairs. The scope also includes replacing deteriorated steel, expansion joints, deck drains, and waterproofing. Given the importance of the Van Ness Parking Garage for UDC's community, KADCON will ensure that these repairs are executed to meet the highest safety and quality standards while maintaining the operational needs of the facility.

KADCON Corporation has over 30 years of experience in the construction industry, specializing in renovation and repair projects that require expertise, precision, and an understanding of maintaining functionality while minimizing disruptions. In partnership with UDC, we will phase the work to maximize parking availability and implement comprehensive traffic control plans to ensure the safety of both pedestrians and vehicles. The project is scheduled to begin with a Notice to Proceed (NTP) on December 1, 2024, with a target completion within 450 calendar days.

Additionally, KADCON understands the great benefit that these projects provide to local communities, not only in the end usage of the sites but also in the business and employment opportunities generated by UDC's development. As a CBE, KADCON has always ensured the involvement of associate local businesses, greatly exceeding the requested CBE/LSDBE contractual percentages. We also prioritize workforce utilization plans that provide employment opportunities for District residents within their own neighborhoods.



KADCON is proud of its long-standing commitment to the success of the District and is excited to continue its great relationship with UDC. In seeking to be selected for this project, we assure UDC that our mission is to exceed the expectations of all parties involved and to support the local community. Our commitment to delivering excellence in every aspect of the project will remain steadfast, as we continue to serve the city we have proudly worked in for over 30 years.



KADCON

Bid Offer Letteral



11/14/2024

Eddie Whitaker
University of the District of Columbia
4200 Connecticut Avenue, NW
Washington, DC 20008

Attn: Contracting Officer
Reference: Invitation for Bid No. GF-2024-B-0033, Van Ness Emergency Garage Structural Repairs

Dear Mr. Whitaker:

On behalf of KADCON Corporation , I am pleased to submit this proposal in response to the University of the District of Columbia ’s Invitation for Bid (IFB) No. GF-2024-B-0033 , Van Ness Emergency Garage Structural Repairs for the University of the District of Columbia. The Offeror has reviewed the IFB and the attachments to it, as well as any addenda to it, and has conducted due diligence and analysis as the Offeror, in its sole judgment, has deemed necessary to submit its Bid in response to the IFB.

The Bidder’s proposal is as follows:

PRICE SCHEDULE

The contractor must bid a lump sum fixed price for the following contract line items (CLINs) described below.

Contract Line Item No. (CLIN)	ITEM DESCRIPTION	Total Price
B.3	Van Ness Emergency Garage Structural Repairs	3,850,200
LUMP SUM BID PRICE		
The Bidder’s Price Bid shall include a detailed breakdown in Sections B.6 of the total cost proposed		


Signed by:

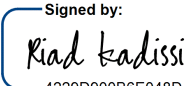
4229D900B6E048D...
Riad Kadissi
Chairman



Cady's Alley



	1. Solicitation No. GF-2024-B-0033	2. Type <input checked="" type="checkbox"/> Sealed Bid <input type="checkbox"/> Sealed Proposal	3. Date Issued 09/20/2024	Page 1 of 41 Not counting attachments
4. Contract Number GF-2024 -B-0033	5. Requisition/Purchase Request No. 190564408	6. <input type="checkbox"/> Open Market with set aside for SBE subcontracting (see Section M.1.6) <input checked="" type="checkbox"/> CBE Set-Aside (See B.2 & Sec. M) Mandatory 35% SBE subcontracting with Section M.2.5 and M.1.6		
7. Issued By: Eddie Whitaker, Contracting Officer c/o Michiko Gadson, Contract Specialist University of the District of Columbia Office of Contracting and Procurement 4200 Connecticut Avenue NW Bldg. 39 Suite 200C Washington, DC 20008		8. Address Bid To: Mary Ann Harris, Chief Contracting Officer c/o Michiko Gadson, Senior Contract Specialist University of the District of Columbia Office of Contracting and Procurement 4200 Connecticut Avenue NW Bldg. 39 Suite 200C Washington, DC 20008		
9. FOR INFORMATION CONTACT	A. Name Michiko Gadson	B Telephone 202-274-5191	C. E-Mail Address mgadson@udc.edu	
IMPORTANT – The “Bidder” Section of this form must be completed by the Bidder				
SOLICITATION				
NOTE: In sealed bid solicitations “bid” and Bidder” mean “bid” and bidder”				
10. Sealed bids shall be sent to the email address shown in item 9.C, not less than 2:00 p.m. local time on October 17, 2024.				
11.The University requires performance of work described in strict accordance with the following:				
DESCRIPTION		SECTION	PAGE	
Solicitation Bid/Award Form		A	1-2	
Schedule for Construction, Alterations, Repair, Price		B	3-5	
Scope/Specifications/Drawings		C	6-7	
Packaging and Markings		D	8	
Inspection and Acceptance		E	9	
Deliveries and Performance		F	10	
Contract Administration Data		G	11-15	
Special Contract Requirements		H	16-20	
Contract Clauses		I	21-31	
List of Attachments		J	32	
Representations, Certifications and Other Statements of Bidders		K	33	
Instructions to Bidders		L	34-39	
Evaluation Preference Points		M	40-41	
12. The contractor shall begin performance on the date specified in the written <input type="checkbox"/> Award <input checked="" type="checkbox"/> NTP and complete all work not later than 450 days from the start date specified in NTP. This period of performance is <input checked="" type="checkbox"/> Mandatory <input type="checkbox"/> Negotiable.				
13. The contractor SHALL furnish a bid bond with bid submission, and performance and payment bonds (Attachment J.11) within 5 calendar days after receiving the UDC Notice of Intent to Award.				
14. Additional Solicitation Considerations A. All bids are subject to the work requirements, provisions and clauses incorporated in this solicitation in full text or by reference. B. A BID GUARANTEE <input checked="" type="checkbox"/> is required <input type="checkbox"/> is not required PERFORMANCE AND PAYMENT BONDS are also required pursuant to Article 12 Sections A, B, and C of the Government of the District of Columbia Standard Contract Provisions for use with Specifications for District of Columbia Government Construction Projects (Revised March 2011).				
UNIVERSITY OF THE DISTRICT OF COLUMBIA OFFICE OF CONTRACTING AND PROCUREMENT				

BID (MUST BE FULLY COMPLETED BY BIDDER PRIOR TO SUBMISSION TO UDC)										
15. Name, Company Name and Address of Bid or/Bidder (with zip code) KADCON Corporation 1053 31st Street NW, Washington DC 20007					16. Telephone No. (202) 944-9400			18. Remittance Address (if different than item 15)		
					17. E-mail address rkadissi@kadcon.com					
19. The bid or/bidder agrees to perform the work required at the prices specified herein and according to the BID SCHEDULE (Section B) and in strict accordance with the terms of this solicitation, if this bid/bid is accepted by the University within ____ calendar days after the date bids/bids are due.										
20. The bid or/bidder agrees to furnish any required performance and payment bonds.										
21. ACKNOWLEDGEMENT OF AMENDMENTS The bid or/bidder acknowledges receipt of amendments to the solicitation (number and date each) See Section L.11										
Amendment Number	1	2	3	4	5					
Date	9/26/24	10/7/24	10/28/24	11/6/24	11/7/24					
22. Name and Title of Person authorized to sign bid/bid (Type of Print) Riad Kadissi Chairman				22A. Signature <div style="border: 1px solid black; padding: 5px; display: inline-block;"> Signed by:  <small>4229D900B6E048D...</small> </div>				22B. Bid/Bid Date 11/14/24		
AWARD (To be completed by the University)										
23. Amount 3,850,200						24. Accounting and Appropriations data				
25. PAYMENT WILL BE MADE BY: University of the District of Columbia Office of the Controller/Agency CFO 4200 Connecticut Avenue, NW Washington, DC 20008						26. Submit invoices as instructed in Section G of this solicitation (Contract Administration Data)				
CONTRACTING OFFICER WILL COMPLETE ITEM 27 OR 28 AS APPLICABLE										
27. [] NEGOTIATED AGREEMENT (The Contractor is required to sign this document and return ____ copies to the issuing office. The Contractor agrees to furnish and deliver all items or perform all work requirements for the consideration stated in this contract. The rights and obligations of the parties of this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.						28. [] AWARD (The contractor is not required to sign this document). Your bid on this solicitation is hereby accepted. This award consummates the contract which consists of (a) the solicitation and your bid, and (b) this contract award. No further contractual document is necessary.				
29. Name and Title of Contractor of Person Authorized to sign (Type or Print)						30. Name of CO (Type of Print)				
29A. Signature				29B. Date		30A. Signature			30B. Date	
UNIVERSITY OF THE DISTRICT OF COLUMBIA OFFICE OF CONTRACTING AND PROCUREMENT										

SECTION B: SCHEDULE FOR CONSTRUCTION, ALTERATIONS, REPAIRS PRICE

- B.1** The University of the District of Columbia Capital Planning and Construction Division is seeking an experienced Contractor to provide all labor, materials, equipment, and supervision to repair structural elements in the University's Van Ness Campus Parking Garage at 4200 Connecticut Avenue, N.W. Washington, D.C. 20008. This scope includes repairing concrete cracks, concrete surfaces, concrete columns, beams, walls and stairs, as well as replacing expansion joints, deck drains, deteriorated steel, and waterproofing.
- B.2** The University contemplates the award of a fixed-price contract as authorized by the District of Columbia Procurement Practices Reform Act of 2010 (PPRA) Section 503 and the District of Columbia Municipal Regulations (DCMR) Title 8B Section 3021.
- B.3** **[PRICE SCHEDULE]**

The contractor must bid a lump sum fixed price for the following contract line items (CLINs) as described below.

Contract Line Item No. (CLIN)	ITEM DESCRIPTION	Total Price
B3.001	Van Ness Parking Garage Emergency Structural Repairs	\$ 3,850,200
LUMP SUM BID PRICE		
Enter Lump Sum Price in Words:		
Three million, eight hundred fifty thousand, two hundred Dollars		
The Bidder's Price Bid shall include a detailed breakdown in Sections B.6 of the total cost proposed		

B.4 **ESTIMATED PRICE RANGE**

\$2,600,000.00 - \$3,400,000.00

B.5 **DESIGNATION OF SOLICITATION FOR THE SBE SET-ASIDE WITH 35%
SUBCONTRACTING TO DSLBD CERTIFIED SMALL BUSINESS REQUIREMENT**

This IFB is designated only for certified small business enterprises (SBE) with a requirement that 35% be subcontracted to a small business that is certified by the D.C. Department of Small Local Business Development (DSLBD) unless the prime contractor is certified and will perform 100% of the work. Applicable preference points for certified small business enterprise (SBE) pursuant to the provisions of the "Small and Certified Business Enterprise Development and Assistance Act of 2014", D.C. Official Code § 2-218.01 *et seq.*, as amended, shall be applied to price evaluation. Bidders must provide documentation with their bid submission that the certified small business identified in their proposed Subcontracting Plan has agreed to be a part of the contract as stated in the Plan. Bids responding to this IFB may be rejected if the bidder fails to submit a subcontracting plan required by law. **Bidders and their subcontractors may apply for DSLBD certification online by going to <https://dslbd.dc.gov> and selecting "Get Certified."** Questions about certification email should be directed to cbe.info@dc.gov.

B.6.1 PRICE BREAKDOWN

B.6.1 The bidder shall complete this breakdown of prices from CLIN B3.001 and submit it with its bid. In case of any discrepancy in the bid price entered here and the lump sum price in B3.001, Van Ness Parking Garage Emergency Structural Repairs, Section B.6.1 below shall govern.

* Division means a discrete component of the work for which a separate price is requested. The "Total Price Breakdown" is the sum of all components and must equal the Lump Sum Bid Price.

DIVISION NO. *	DESCRIPTION	TOTAL PRICE BREAKDOWN
Div. 01	General Requirements	\$ 465,400
Div. 02	Existing Conditions	\$ 282,300
Div. 03	Concrete	\$ 2,340,000
Div. 04	Masonry	\$
Div. 05	Metals	\$
Div. 06	Wood, Plastic	\$
Div. 07	Thermal and Moisture Protection	\$
Div. 08	Openings	\$
Div. 09	Finishes	\$
Div. 10	Specialties	\$
Div. 11	Equipment	\$
Div. 12	Furnishings	\$
Div. 13	Special Construction	\$
Div. 14	Conveying Systems	\$
Div. 21	Fire Suppression	\$ 263,000
Div. 22	Plumbing	\$ 278,000
Div. 23	Heating, Ventilating & Air Conditioning	\$
Div. 25	Integrated Automation	\$
Div. 26	Electrical	\$ 221,500
Div. 27	Communications	\$
Div. 28	Electronic Safety & Security	\$
Div. 31	Earthworks	\$
Div. 32	Exterior Improvements	\$
Div. 33	Utilities	\$
Div. 34	Transportation	\$
Lump Sum Bid Price	Lump Sum Bid Price	\$ 3,850,200

B.6.2

The bidder shall complete this breakdown of prices from CLIN B3.001 and submit it with its bid. In case of any discrepancy in the bid price entered here and the lump sum price in B3.001, Van Ness Parking Garage Emergency Structural Repairs, below shall govern.

DIVISION NO. *	ADD ALTERNATE No. 01 DESCRIPTION	TOTAL PRICE BREAKDOWN
Div. 01	Additional General Requirements	\$ 190,800
Div. 02	Demolition & Removals	\$ 124,000
Div. 03	Concrete	\$ 996,000
Div. 04	Masonry	\$
Div. 05	Metals	\$
Div. 06	Wood, Plastics and Composites	\$
Div. 07	Thermal and Moisture Protection	\$
Div. 08	Wood and Windows	\$
Div. 09	Finishes	\$
Div. 10	Specialties	\$
Div. 11	Equipment	\$
Div. 12	Furnishings & Casework	\$
Div. 13	Special Construction	\$
Div. 14	Conveying Equipment	\$
Div. 21	Fire Suppression	\$
Div. 22	Plumbing	\$ 78,500
Div. 23	Heating, Ventilation and Air Conditioning	\$ 84,000
Div. 25	Integrated Automation	\$
Div. 26	Electrical	\$ 62,300
Div. 27	Communications	\$
Div. 28	Electronic Safety and Security	\$
Div. 31	Earthwork	\$
Div. 32	Exterior Improvements	\$
Div. 33	Utilities	\$
Add Alternate #01	Lump Sum Bid Price	\$ 1,535,600



Living Wage

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYOR



DR. UNIQUE MORRIS-HUGHES
DIRECTOR

LIVING WAGE ACT FACT SHEET

The Living Wage Act of 2006, D.C. Code §§ 2-220.01 – 2-220.11, provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing), in the amount of \$100,000 or more, shall pay affiliated employees wages at no less than the current living wage rate.

Effective January 1, 2024 until June 30, 2024, the living wage rate is \$17.05 per hour.

Effective July 1, 2024, the District's Minimum Wage and Living Wage will increase to \$17.50 per hour.

Subcontractors of D.C. government contractors, who receive \$15,000 or more from the contract, and subcontractors of the recipients of government assistance, who receive \$50,000 or more from the assistance, are also required to pay their affiliated employees no less than the current living wage rate.

“Affiliated employee” means any individual employed by a recipient who receives compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or a contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the government assistance or contract, or who are otherwise employed by the contractor, recipient or subcontractor.

Exemptions – The following contracts and agreements are exempt from the Living Wage Act:

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District's current living wage, the contractor must pay the higher of the two rates);
2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current living wage;
3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
4. Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services, provided that the trainees do not replace employees subject to the Living Wage Act;

6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that students not replace employees subject to the Living Wage Act;
7. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District of Columbia;
8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to Section 501 (c) (3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68 A Stat. 163; 26. U.S.C. §501(c)(3));
9. Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983; D.C. Official Code § 44-501; and
10. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Enforcement

The Department of Employment Services (DOES) Office of Wage-Hour and the D.C. Office of Contracting and Procurement share monitoring responsibilities.

Home Care Final Rule: The Department of Labor extended overtime protections to home care workers and workers who provide companionship services. Employers within this industry are now subject to recordkeeping provisions.

If you learn that a contractor subject to this law is not paying at least the current living wage, you should report it to the contracting officer. If you believe that your employer is subject to this law and is not paying at least the current living wage, you may file a complaint with the DOES Office of Wage - Hour, located at 4058 Minnesota Avenue, N.E. Suite 3600, Washington, D.C. 20019, call (202) 671-1880, or file your claim on-line: www.does.dc.gov. Go to "File a Claim" tab.

For questions and additional information, contact the Office of Contracting and Procurement at (202) 727-0252 or the Department of Employment Services on (202) 671-1880.

Please note: *This fact sheet is for informational purposes only as required by Section 106 of the Living Wage Act. It should not be relied on as a definitive statement of the Living Wage Act or any regulations adopted pursuant to the law.*

THE LIVING WAGE ACT OF 2006

D.C. Code §§ 2-220.01 – 2-220.11

Recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage.

Effective January 1, 2024, until June 30, 2024, the living wage rate is \$17.05 per hour.

Effective July 1, 2024, the District's Minimum Wage and Living Wage will increase to \$17.50.

The requirement to pay a living wage applies to:

- All recipients of contracts in the amount of \$100,000 or more, and all subcontractors that receive \$15,000 or more from the funds received by the recipient from the District of Columbia, and
- All recipients of government assistance in the amount of \$100,000 or more, and all subcontractors of these recipients that receive \$50,000 or more from the government assistance received by the recipient from the District of Columbia.

“Contract” means a written agreement between a recipient and the District government.

“Government assistance” means a grant, loan, or tax increment financing that result in a financial benefit from an agency, commission, instrumentality, or other entity of the District government.

“Affiliated employee” means any individual employed by a recipient who received compensation directly from government assistance or a contract with the District of Columbia government, including employees of the District of Columbia, any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the contract or government assistance or who are otherwise employed by the contractor, recipient, or subcontractor.

Certain exemptions apply: 1) Contracts or agreements subject to wage determinations required by federal law which are higher than the wage required by this Act; 2) Existing and future collective bargaining agreements, provided that the future agreement results in employees being paid no less than the current living wage; 3) contracts for electricity, telephone, water, sewer performed by regulated utilities; 4) contracts for services needed immediately to prevent or respond to a disaster or imminent threat declared by the Mayor; 5) contracts awarded to recipients that provide trainees with services, including but not limited to case management and job readiness services, provided the trainee does not replace employees; 6) employees under 22 years of age employed during a school vacation period, or enrolled as a full-time student who works less than 25 hours per week; 7) tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; 8) employees of nonprofit organizations that employ not more than 50 individuals and qualify for 501(c)(3) status; 9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983; D.C. Official Code § 44-501; and 10) contracts or agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Home Care Final Rule: The Department of Labor extended overtime protections to home care workers and workers who provide companionship services. Employers within this industry are now subject to recordkeeping provisions.

Each recipient and subcontractor of a recipient shall provide this notice to each affiliated employee covered by this notice, and shall also post this notice in a conspicuous site in its place of business. All recipients and subcontractors shall retain payroll records created and maintained in the regular course of business under District of Columbia law for a period of at least 3 years.

To file a claim, visit: Department of Employment Services, Office of Wage-Hour, 400 Virginia Ave., SW, 4th Flr, Washington, D.C. 20024; call: (202) 671-1880; or file your claim on-line: does.dc.gov. Go to “File a Claim” tab.

"General Decision Number: DC20240002 08/23/2024

Superseded General Decision Number: DC20230002

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<div>. Executive Order 14026 generally applies to the contract.</div> <div>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</div>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<div>. Executive Order 13658 generally applies to the contract.</div> <div>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</div>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024

2	02/23/2024
3	04/05/2024
4	05/10/2024
5	07/05/2024
6	08/02/2024
7	08/09/2024
8	08/23/2024

ASBE0024-007 10/01/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 40.02	19.67+a

Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day,the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday.

ASBE0024-008 04/01/2021

	Rates	Fringes
ASBESTOS WORKER: HAZARDOUS MATERIAL HANDLER.....	\$ 24.46	8.69+a

Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day,the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday.

ASBE0024-014 04/01/2023

	Rates	Fringes
FIRESTOPPER.....	\$ 29.80	9.83+a

Includes the application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the pasage of fire, smoke of other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, sealing of penetrating items and blank openings.

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day,the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday.

BRDC0001-002 04/28/2024

	Rates	Fringes
BRICKLAYER.....	\$ 37.50	14.38

CARP0197-011 05/01/2024

	Rates	Fringes
CARPENTER, Includes Drywall Hanging, Form Work, and Soft Floor Laying-Carpet.....	\$ 34.41	14.33

CARP0219-001 05/01/2024

	Rates	Fringes
MILLWRIGHT.....	\$ 38.61	16.89

CARP0474-006 05/01/2024

	Rates	Fringes
PILEDRIVERMAN.....	\$ 36.60	14.47

ELEC0026-016 06/05/2023

	Rates	Fringes
ELECTRICIAN, Includes Installation of HVAC/Temperature Controls.....	\$ 53.00	21.35

ELEC0026-017 09/04/2023

	Rates	Fringes
ELECTRICAL INSTALLER (Sound & Communication Systems).....	\$ 31.05	12.30

SCOPE OF WORK: Includes low voltage construction, installation, maintenance and removal of teledata facilities (voice, data and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, railroad communications, micro waves, VSAT, bypass, CATV, WAN (Wide area networks), LAN (Local area networks) and ISDN (Integrated systems digital network).

WORK EXCLUDED: The installation of computer systems in industrial applications such as assembly lines, robotics and computer controller manufacturing systems. The installation of conduit and/or raceways shall be installed by Inside Wiremen. On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway or conduit not greater than 10 feet. Fire alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit. All HVAC control work.

ELEV0010-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 54.77	37.885+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.

b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

IRON0005-005 06/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL AND ORNAMENTAL.....	\$ 37.86	25.86

IRON0005-012 05/01/2024

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 31.88	23.78

LAB00011-009 06/01/2023

	Rates	Fringes
LABORER: Skilled.....	\$ 28.95	7.70

FOOTNOTE: Potmen, power tool operator, small machine operator, signalmen, laser beam operator, waterproofer (excluding roofing), open caisson, test pit, underpinning, pier hole and ditches, ladders and all work associated with lagging that is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipe layers, or tile layers, operators of jackhammers, paving breakers, spaders or any machine that does the same general type of work, carpenter tenders, scaffold builders, operators of towmasters, scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers and other machines that do the same general type of work, whether powered by air, electric or gasoline, builders of trestle scaffolds over one tier high and sand blasters, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene burners and licensed powdermen, stake jumper, demolition.

MARB0002-004 04/28/2024

	Rates	Fringes
MARBLE/STONE MASON.....	\$ 44.30	20.92

INCLUDING pointing, caulking and cleaning of All types of masonry, brick, stone and cement EXCEPT pointing, caulking, cleaning of existing masonry, brick, stone and cement (restoration work)

MARB0003-006 04/28/2024

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 33.41	13.94

MARB0003-007 04/28/2024		

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 28.09	12.29

MARB0003-008 04/28/2024		

	Rates	Fringes
TILE SETTER.....	\$ 33.41	13.94

MARB0003-009 04/28/2024		

	Rates	Fringes
TILE FINISHER.....	\$ 28.09	12.29

PAIN0051-014 06/01/2023		

	Rates	Fringes
GLAZIER		
Glazing Contracts \$2		
million and under.....	\$ 30.52	13.85
Glazing Contracts over \$2		
million.....	\$ 34.76	13.85

PAIN0051-015 06/01/2023		

	Rates	Fringes
PAINTER		
Brush, Roller, Spray and		
Drywall Finisher.....	\$ 27.46	11.56

PLAS0891-005 07/01/2023		

	Rates	Fringes
PLASTERER (Including		
Fireproofing).....	\$ 31.83	8.96

PLAS0891-006 02/01/2023		

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.00	12.99

PLUM0005-010 08/01/2024		

	Rates	Fringes
PLUMBER.....	\$ 51.25	22.46+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

PLUM0602-008 08/01/2024

	Rates	Fringes
PIPEFITTER, Includes HVAC Pipe Installation.....	\$ 52.27	23.79+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's
Birthday, Memorial Day, Independence Day, Labor Day,
Veterans' Day, Thanksgiving Day and the day after
Thanksgiving and Christmas Day.

ROOF0030-016 07/01/2024

	Rates	Fringes
ROOFER.....	\$ 34.76	14.91

SFDC0669-002 04/01/2024

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 42.32	25.80

* SHEE0100-015 11/01/2023

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 47.92	22.72+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's
Birthday, Memorial Day, Independence Day, Labor Day,
Veterans Day, Thanksgiving Day and Christmas Day

* SUDC2009-003 05/19/2009

	Rates	Fringes
LABORER: Common or General.....	\$ 13.04 **	2.80
LABORER: Mason Tender - Cement/Concrete.....	\$ 15.40 **	2.85

LABORER: Mason Tender for
pointing, caulking, cleaning
of existing masonry, brick,
stone and cement structures
(restoration work); excludes
pointing, caulking and
cleaning of new or
replacement masonry, brick,
stone and cement.....\$ 11.67 **

POINTER, CAULKER, CLEANER,
Includes pointing, caulking,
cleaning of existing masonry,
brick, stone and cement
structures (restoration
work); excludes pointing,
caulking, cleaning of new or

replacement
masonry, brick, stone or
cement.....\$ 18.88

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198

indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"



Harry Thomas Recreation Center






NOTICE OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY (EEO) REQUIREMENTS

Mayor's Order 85-85, "Compliance with Equal Opportunity Requirements in Contracts," effective June 10, 1985 ("Mayor's Order 85-85"); the rules implementing Mayor's Order 85-85, 4 DCMR § 1100 et seq.; and the D.C. Human Rights Act of 1977, as amended, D.C. Code § 2-1401 et seq. ("D.C. Human Rights Act") are hereby included as part of this bid/proposal. Therefore, each bidder/offeree shall indicate below their written commitment to comply with Mayor's Order 85-85, the implementing rules, and the D.C. Human Rights Act. Failure to comply with these provisions shall result in rejection of the respective bid/proposal.

I, Riad Kadissi, the authorized representative of KADCON Corporation (Name of Contractor/Business), hereinafter referred to as "the Contractor" certify that the Contractor is fully aware of all of all of the provisions of Mayor's Order 85-85, the implementing rules, and the D.C. Human Rights Act. I further certify that the Contractor shall fully comply with Mayor's Order 85-85, the implementing rules, and the D.C. Human Rights Act for the trades, crafts, and skills to be used during the term of the performance of the contract whether or not the work is subcontracted if the Contractor is awarded the D.C. Government Contract referenced by the contract number, solicitation number, and/or bid number entered below. Further, I certify that the Contractor acknowledges and understands that the award of said contract and its continuation are specifically conditioned upon the Contractor's compliance with Mayor's Order 85-85, the implementing rules, and the D.C. Human Rights Act.

Riad Kadissi, Chairman
Name of Authorized Official and Title

11/14/24
Date

Signed by:

4229D900B6E048D...
Signature of Authorized Official

KADCON Corporation
Name of Contractor/Business

GF-2024-B-0033
Contract/Solicitation/Bid Number



EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

KADCON Corporation SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF ACTUAL OR PERCEIVED: RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, FAMILIA L STATUS, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, GENETIC INFORMATION, DISABILITY, SOURCE OF INCOME, OR PLACE OF RESIDENCE OR BUSINESS.

KADCON Corporation AGREES TO AFFIRMATIVE ACT ION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT WITHOUT REGARD TO THEIR ACTUAL OR PERCEIVED: RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, FAMILIAL STATUS, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, GENETIC INFORMATION, DISABILITY, SOURCE OF INCOME, OR PLACE OF RESIDENCE OR BUSINESS. THE AFFIRMATIVE ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: (A) EMPLOYMENT, UPGRADING, OR TRANSFER; (B) RECRUITMENT OR RECRUITMENT ADVERTISING; (C) DEMOTION, LAYOFF, OR TERMINATION; (D) RATES OF PAY, OR OTHER FORMS OR COMPENSATION; AND (E) SELECTION FOR TRAINING AND APPRENTICESHIP.

KADCON Corporation AGREES TO POST IN CONSPICUOUS PLACES THE PROVISIONS CONCERNING NON-DISCRIMINATION AND AFFIRMATIVE ACTION.

KADCON Corporation SHALL STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT PURSUANT TO SUBSECTION 1103.2 THROUGH 1103.10 OF MAYOR'S ORDER 85-85; "EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS IN CONTRACTS."

KADCON Corporation AGREES TO PERMIT ACCESS TO ALL BOOKS PERTAINING TO ITS EMPLOYMENT PRACTICES , AND TO REQUIRE EACH SUBCONTRACTOR TO PERMIT ACCESS TO BOOKS AND RECORDS.

KADCON Corporation AGREES TO COMPLY WITH ALL GUIDELINES FOR EQUAL EMPLOYMENT OPPORTUNITY APPLICABLE IN THE DISTRICT OF COLUMBIA.

KADCON Corporation SHALL INCLUDE IN EVERY SUBCONTRACT THE EQUAL OPPORTUNITY CLAUSES, SUBSECTION 1103.2 THROUGH 1103.10 SO THAT SUCH PROVISIONS SHALL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

Riad Kadissi, Chairman

AUTHORIZED OFFICIAL AND TITLE

11/14/24

DATE

Signed by:

Riad Kadissi

AUTHORIZED SIGNATURE NAME

KADCON Corporation

FIRM/ORGANIZATION



ASSURANCE OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS
MAYOR’S ORDER 85-85, EFFECTIVE JUNE 10, 1985, AND THE RULES IMPLEMENTING MAYORS
ORDER 85-85, 33 DCR 4952, (PUBLISHED AUGUST 15, 1986), “ON COMPLIANCE WITH EQUAL
OPPORTUNITY REQUIREMENTS IN DISTRICT GOVERNMENT CONTRACTS,” ARE HEREBY INCLUDED AS
PART OF THIS BID/PROPOSAL. THEREFORE, EACH BIDDER/OFFEROR SHALL INDICATE BELOW THEIR
WRITTEN COMMITMENT TO ASSURE COMPLIANCE WITH MAYOR’S ORDER 85-85 AND THE
IMPLEMENTING RULES. FAILURE TO COMPLY WITH THE SUBJECT MAYOR’S ORDER AND THE
IMPLEMENTING RULES SHALL RESULT IN REJECTION OF THE RESPECTIVE BID/PROPOSAL.

I, Riad Kadissi, THE AUTHORIZED REPRESENTATIVE OF
KADCON Corporation, HEREINAFTER REFERRED TO AS “THE
CONTRACTOR,” CERTIFY THT THE CONTRATOR IS FULLY AWARE OF ALL OF THE PROVISIONS OF
MAYOR’S ORDER 85-85, EFFECTIVE JUNE 10, 1985, AND OF THE RULES IMPLEMENTING MAYOR’S
ORDER 85-85, 33 DCR 4952. I FURTHER CERTIFY AND ASSURE THAT THE CONTRACTOR WILL FULLY
COMPLY WITH ALL APPLICABLE PROVISIONS OF THE MAYOR’S ORDER AND IMPLEMENTING RULES IF
AWARDED THE D.C. GOVERNMENT REFERENCED BY THE CONTRACT NUMBER ENTERED BELOW.
FURTHER, THE CONTRACTOR ACKNOWLEDGES AND UNDERSTANDS THAT THE AWARD OF SAID
CONTRACT AND ITS CONTINUATION ARE SPECIFICALLY CONDITIONED UPON THE CONTRACTOR’S
COMPLIANCE WITH THE ABOVE-CITED ORDER AND RULES.

KADCON Corporation
CONTRACTOR

Riad Kadissi
NAME

Signed by:

A blue ink signature of Riad Kadissi, written in a cursive style.
4229D900B6E048D...

SIGNATURE

Chairman
TITLE

GF-2024-B-0033
CONTRACT NUMBER

11/14/24
DATE

EQUAL EMPLOYMENT OPPORTUNITY

EMPLOYER INFORMATION REPORT

GOVERNMENT OF THE DISTRICT OF COLUMBIA DC Office of Contracting and Procurement Employer Information Report (EEO)	Reply to: Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, DC 20001 Washington, DC 20001
Instructions: Two (2) copies of DAS 84-404 or Federal Form EEO-1 shall be submitted to the Office of Contracting and Procurement. One copy shall be retained by the Contractor.	
Section A – TYPE OF REPORT	
1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX)	
Single Establishment Employer (1) <input type="checkbox"/> Single-establishment Employer Report	Multi-establishment Employer: (2) <input type="checkbox"/> Consolidated Report (3) <input type="checkbox"/> Headquarters Report (4) <input type="checkbox"/> Individual Establishment Report (submit one for each establishment with 25 or more employees) (5) <input type="checkbox"/> Special Report
1. Total number of reports being filed by this Company. <u>1</u>	
Section B – COMPANY IDENTIFICATION (To be answered by all employers) OFFICIAL	
1. Name of Company which owns or controls the establishment for which this report is filed	
Address (Number and street)	City or Town
Country	State
Zip Code	
b. Employer Identification No.	
2. Establishment for which this report is filed.	
a. Name of establishment KADCON Corporation	
Address (Number and street)	
City or Town	
Country	
State	
Zip Code	
b. Employer Identification No.	
3. Parent of affiliated Company	
a. Name of parent or affiliated Company	
b. Employer Identification No.	
Address (Number and street)	
City or Town	
Country	
State	
Zip Code	
Section C - ESTABLISHMENT INFORMATION	
1. Is the location of the establishment the same as that reported last year? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Did not report last year Report on combined basis	
2. Is the major business activity at this establishment the same as that reported last year? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No No report last year Reported on combined basis	
2. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or service provided, as well as the principal business or industrial activity. Construction	
3. MINORITY GROUP MEMBERS: Indicate if you are a minority business enterprise (50% owned or 51% controlled by minority members). <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

SECTION D – EMPLOYMENT DATA

Employment at this establishment – Report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zero. *In columns 1, 2, and 3, include ALL employees in the establishment Including those in minority groups*

JOB CATEGORIES	TOTAL EMPLOYEES IN ESTABLISHMENT				MINORITY GROUP EMPLOYEES							
					MALE				FEMALE			
	Total Employees Including Minorities (1)	Total Male Including Minorities (2)	Total Female Including Minorities (3)	Black (4)	Asian (5)	American Indian (6)	Hispanic (7)	Black (8)	Asian (9)	American Indian (10)	Hispanic (11)	
Officials and Managers	4	4			1							
Professionals	4	4		1								
Technicians												
Sales Workers												
Office and Clerical	3		3					1			1	
Craftsman (Skilled)	3	3					3					
Operative (Semi-Skilled)												
Laborers (Unskilled)	2	2					2					
Service Workers	1		1								1	
TOTAL	17	13	4	1	1		5	1				
Total employ reported in previous report	17	14	4	0	1		3	2				
(The trainee below should also be included in the figures for the appropriate occupation categories above)												
Formal On-The-Job Trainee	White collar	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
	Production											
1. How was information as to race or ethnic group in Section D obtained? a. Visual Survey c. Other Specify _____ b. Employment Record _____												
2. Dates of payroll period used _____ 3. Pay period of last report submitted for this establishment. _____												
Section E – REMARKS Use this Item to give any identification data appearing on last report which differs from that given above, explain major changes in composition or reporting units, and other pertinent information.												
Section F - CERTIFICATION												
Check 1. > All reports are accurate and were prepared in accordance with the instructions (check on consolidated only)												
One 2. > This report is accurate and was prepared in accordance with the instructions.												
Riad Kadissi				Chairman				Signed by: Riad Kadissi				
Name of Authorized Official				Title				Signature 4229D900B8E048D...				
Name of person contact regarding This report (Type of print)				Address (Number and street)				Date 11/14/24				
1053 31st Street NW, Washington, DC 20007												
Title				City and State		Zip Code		Telephone		Number		
Extension												

INFORMATION CITED HEREIN SHALL BE HELD IN CONFIDENCE.

DEPARTMENT OF SMALL AND LOCAL BUSINESS DEVELOPMENT
CONTRACT COMPLIANCE DIVISION

SUBCONTRACT SUMMARY FORM

This SUMMARY form is to be completed by the PRIME contractor.		
BID NO. GF-2024-B-0033 CCB NUMBER: _____ of _____ pages		
NOTE: the standard for minority subcontracting is 25% or the TOTAL contract dollar amount to be subcontracted.	AMOUNT OF PRIME CONTRACT \$ 3,850,200 AMOUNT OF ALL SUBCONTRACTS: \$ _____ equals _____ % OF THE PRIME CONTRACT.	
NAME OF PRIME CONTRACTOR: KADCON Corporation TELEPHONE NO. 202-944-9400	ADDRESS: 1053 31st Street NW Washington, DC 20007	
PROJECT NAME: UDC Van Ness Parking Garage Structural Repair ADDRESS: 4200 Connecticut Avenue Washington DC 20008 WARD NO: 3	PROJECT DESCRIPTIONS:	
SECTION II LIST ALL SUBCONTRACTORS THAT WILL BE UTILIZED ON THE ABOVE PROJECT		
1. NAME OF SUBCONTRACTOR 2. ADDRESS 3. CONTACT PERSON 4. MBOC CERT. NO. 5. PHONE NO.	1. IS THIS A MINORITY SUB? ____ YES ____ NO 2. TRADE OR BUSINESS PRODUCT THAT SUB WILL PROVIDE.	1. \$ AMOUNT OF-SUBCONTRACT equals (=) 2. _____ % (percent) OF TOTAL PRIME CONTRACT.
1. _____ 2. _____ 3. _____ 4. _____ 5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. _____ equals (=) 2. _____ %
1. _____ 2. _____ 3. _____ 4. _____ 5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. _____ equals (=) 2. _____ %
1. _____ 2. _____ 3. _____ 4. _____ 5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. _____ equals (=) 2. _____ %
1. _____ 2. _____ 3. _____ 4. _____ 5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. _____ equals (=) 2. _____ %
1. _____ 2. _____ 3. _____ 4. _____ 5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. _____ equals (=) 2. _____ %
1. _____ 2. _____ 3. _____ 4. _____ 5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. _____ equals (=) 2. _____ %
1. _____ 2. _____ 3. _____ 4. _____ 5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. _____ equals (=) 2. _____ %
1. _____ 2. _____ 3. _____ 4. _____ 5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. _____ equals (=) 2. _____ %
1. _____ 2. _____ 3. _____ 4. _____ 5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. _____ equals (=) 2. _____ %
1. _____ 2. _____ 3. _____ 4. _____ 5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. _____ equals (=) 2. _____ %

TOTAL DOLLAR AMOUNT SUBCONTRACTED TO 'MINORITY BUSINESS ENTERPRISES \$ _____
PERCENT OF PRIME CONTRACT. _____ %

SOLICITATION NO: GE-2024-B-0033

PROJECTED GOALS AND TIMETABLES FOR FUTURE HIRING

MINORITY GROUP EMPLOYES GOALS					TIMETABLES				
JOB CATEGORIES	MALE				FEMALE				
	Black	Asian	American Indian	Hispanic	Black	Asian	American Indian	Hispanic	
Officials and Managers									
Professionals									
Technicians									
Sales Workers									
Office and Clerical									
Craftsman (Skilled)									
Operative (Semi-Skilled)									
Laborers (Unskilled)									
Service Workers									
TOTAL	0	0	0	0	0	0	0	0	
NAME OF AUTHORIZED OFFICIAL: Riad Kadissi				TITLE: Chairman			SIGNATURE: <div>Signed by: Riad Kadissi 4229D900B6E048D</div>		
FIRM NAME: KADCON Corporation					TELEPHONE NO: 202-944-9400		DATE: 11/14/24		
INDICATE IF THE PRIME UTILIZES A “MINORITY FINANCIAL INSTITUTION” _____ Yes _____ No NAME: ADDRESS: TYPE OF ACCOUNT/S:									



Ballou Senior High School



GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of the Chief Financial Officer
Office of Tax and Revenue



TAX CERTIFICATION AFFIDAVIT

THIS AFFIDAVIT IS TO BE COMPLETED ONLY BY THOSE WHO ARE REGISTERED TO CONDUCT BUSINESS IN THE DISTRICT OF COLUMBIA.

Date 11/14/24

Authorized Agent
Name of Organization/Entity
Business Address (include zip code)
Business Phone Number

Riad Kadissi
KADCON Corporation
1053 31st Street NW
Washington, DC 20007
202-944-9400

Authorized Agent
Principal Officer Name and Title
Square and Lot Information
Federal Identification Number
Contract Number
Unemployment Insurance Account No.

Riad Kadissi
Riad Kadissi - Chairman
54-1697040

GF-2024-B-0033

I hereby authorize the District of Columbia, Office of the Chief Financial Officer, Office of Tax and Revenue to release my tax information to an authorized representative of the District of Columbia agency with which I am seeking to enter into a contractual relationship. I understand that the information released will be limited to whether or not I am in compliance with the District of Columbia tax laws and regulations solely for the purpose of determining my eligibility to enter into a contractual relationship with a District of Columbia agency. I further authorize that this consent be valid for one year from the date of this authorization.

I hereby certify that I am in compliance with the applicable tax filing and payment requirements of the District of Columbia. The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities.

Signature of Authorizing Agent

Signed by:

Riad Kadissi

4229D900B6E048D...

Title Chairman

The penalty for making false statement is a fine not to exceed \$5,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code §47-4106.



KADCON

Bidder Certification Form

BIDDER/OFFEROR CERTIFICATION FORM

COMPLETION

The person(s) completing this form must be knowledgeable about the bidder's/offeror's business and operations.

RESPONSES

Every question must be answered. Each response must provide all relevant information that can be obtained within the limits of the law. Individuals and sole proprietors may use a Social Security number but are encouraged to obtain and use a federal Employer Identification Number (EIN). Provide any explanation at the end of the section or attach additional sheets with numbered responses. Include the bidder's/offeror's name at the top of each attached page.

GENERAL INSTRUCTIONS

This form contains four (4) sections. Section I concerns the bidder's/offeror's responsibility; Section II includes additional required certifications; Section III relates to Domestic Preferences (if applicable); and Section IV requires the bidder's/offeror's signature.

SECTION I. BIDDER/OFFEROR RESPONSIBILITY CERTIFICATIONS

Instructions for Section I: Section I contains seven (7) parts. Part 1 requests information concerning the bidder's/offeror's business entity. Part 2 inquires about current or former owners, partners, directors, officers or principals. Part 3 relates to the responsibility of the bidder's/offeror's business. Part 4 concerns the bidder's/offeror's business certificates and licenses. Part 5 inquires about legal proceedings. Part 6 relates to the bidder's/offeror's financial and organizational status. Part 7 relates to disclosures under the District of Columbia Freedom of Information Act (FOIA).

PART 1: BIDDER/OFFEROR INFORMATION

Legal Business Entity Name: KADCON Corporation	Solicitation #: GF-2024-B-0033	
Address of the Principal Place of Business (street, city, state, zip code): 1053 31st Street NW, Washington DC 20007	Telephone # and ext.: 202-944-9400	Fax #:
Email Address: rkadissi@kadcon.com	Website: www.kadcon.com	

Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity and EIN used in the last five (5) years and the status (active or inactive).

Type:	Name:	EIN:	Status:

1.1 Business Type (Please check the appropriate box and provide additional information if necessary.):

<input checked="" type="checkbox"/> Corporation (including PC)	Date of Incorporation: 1992
<input type="checkbox"/> Joint Venture	Date of Organization:
<input type="checkbox"/> Limited Liability Company (LLC or PLLC)	Date of Organization:
<input type="checkbox"/> Nonprofit Organization	Date of Organization:
<input type="checkbox"/> Partnership (including LLP, LP or General)	Date of Registration or Establishment:
<input type="checkbox"/> Sole Proprietor	How many years in business?:
<input type="checkbox"/> Other	Date established?:

If "Other," please explain:

1.2 Was the bidder's/offeror's business formed or incorporated in the District of Columbia?	Yes <input checked="" type="checkbox"/> No
---	--

If "No" to Subpart 1.2, provide the jurisdiction where the bidder's/offeror's business was formed or incorporated. Attach a Certificate or Letter of Good Standing from the applicable jurisdiction and a certified Application for Authority from the District, or provide an explanation if the documents are not available.

State Virginia Country United States

1.3 Please provide a copy of each District of Columbia license, registration or certification that the bidder/offeror is required by law to obtain (other than those provided in Subpart 1.2). If the bidder/offeror is not providing a copy of its license, registration or certification to transact business in the District of Columbia, it shall either:

- (a) Certify its intent to obtain the necessary license, registration or certification prior to contract award; or
(b) Explain its exemption from the requirement.

PART 2: INDIVIDUAL RESPONSIBILITY

Additional Instructions for Section I, Parts 2 through 8: Provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

Within the past five (5) years, has any current or former owner, partner, director, officer, principal or any person in a position involved in the administration of funds, or currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the bidder/offeror with any government entity:

2.1 Been sanctioned or proposed for sanction relative to any business or professional permit or license?	No
2.2 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	No
2.3 Been proposed for suspension or debarment?	No
2.4 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	No
2.5 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or a plea bargain for: (a) Any business-related activity; or (b) Any crime the underlying conduct of which was related to truthfulness?	No
2.6 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	No


Please provide an explanation for each "Yes" in Part 2.

PART 3: BUSINESS RESPONSIBILITY

Within the past five (5) years, has the bidder/offeror:

3.1 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	No
3.2 Been proposed for suspension or debarment?	No
3.3 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	No

3.4 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or plea bargain for: (a) Any business-related activity; or (b) Any crime the underlying conduct of which was related to truthfulness?	No
3.5 Been disqualified or proposed for disqualification on any government permit or license?	No
3.6 Been denied a contract award or had a bid or proposal rejected based upon a non-responsibility finding by a government entity?	No
3.7 Had a low bid or proposal rejected on a government contract for failing to make good faith efforts on any Certified Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	No
3.8 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	No
Please provide an explanation for each "Yes" in Part 3.	
PART 4: CERTIFICATES AND LICENSES	
4.1 Within the past five (5) years, has the bidder/offoror had a denial, decertification, revocation or forfeiture of District of Columbia certification of any Certified Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?	Yes <input checked="" type="checkbox"/> No
Please provide an explanation for "Yes" in Subpart 4.1.	
4.2 Please provide a copy of the bidder/s/offoror's District of Columbia Office of Tax and Revenue Tax Certification Affidavit.	
PART 5: LEGAL PROCEEDINGS	
Within the past five (5) years, has the bidder/offoror:	
5.1 Had any liens or judgments (not including UCC filings) over \$25,000 filed against it which remain undischarged?	Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 5.1, provide an explanation of the issue(s), relevant dates, the Lien Holder or Claimant's name, the amount of the lien(s) and the current status of the issue(s).	
5.2 Had a government entity find a willful violation of District of Columbia compensation or prevailing wage laws, the Service Contract Act or the Davis-Bacon Act?	Yes <input checked="" type="checkbox"/> No
5.3 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	Yes <input checked="" type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 5.	
PART 6: FINANCIAL AND ORGANIZATIONAL INFORMATION	
6.1 Within the past five (5) years, has the bidder/offoror received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.1, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.2 Within the past five (5) years, has the bidder/offoror had any liquidated damages assessed by a government entity over \$25,000?	Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.2, provide an explanation of the issue(s), relevant dates, the government entity involved, the amount assessed and the current status of the issue(s).	
6.3 Within the last seven (7) years, has the bidder/offoror initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.3, provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "initiated," "pending" or "closed".	
6.4 During the past three (3) years, has the bidder/offoror failed to file a tax return or pay taxes required by federal, state, District of Columbia or local laws?	Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.4, provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the bidder/offoror failed to file/pay and the current status of the tax liability.	
6.5 During the past three (3) years, has the bidder/offoror failed to file a District of Columbia unemployment insurance return or failed to pay District of Columbia unemployment insurance?	Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.5, provide the years the bidder/offoror failed to file the return or pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.6 During the past three (3) years, has the bidder/offoror failed to comply with any payment agreement with the Internal Revenue Service, the District of Columbia Office of Tax and Revenue and the Department of Employment Services?	Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.6, provide the years the bidder/offoror failed to comply with the payment agreement, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.7 Indicate whether the bidder/offoror owes any outstanding debt to any state, federal or District of Columbia government.	Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.7, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.8 During the past three (3) years, has the bidder/offoror been audited by any government entity?	Yes <input checked="" type="checkbox"/> No
(a) If "Yes" to Subpart 6.8, did any audit of the bidder/offoror identify any significant deficiencies in internal controls, fraud or illegal acts; significant violations of provisions of contract or grant agreements; significant abuse; or any material disallowance?	Yes <input checked="" type="checkbox"/> No
(b) If "Yes" to Subpart 6.8(a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
PART 7: FREEDOM OF INFORMATION ACT (FOIA)	
7.1 Indicate whether the bidder/offoror asserts that any information provided in response to a question in Section I is exempt from disclosure under the District of Columbia Freedom of Information Act (FOIA), effective March 25, 1977 (D.C. Law 1-96; D.C. Code §§ 2-531, <i>et seq.</i>). Include the question number(s) and explain the basis for the claim. (The District will determine whether such information is, in fact, exempt from FOIA at the time of request for disclosure under FOIA.)	Yes <input checked="" type="checkbox"/> No
SECTION II. ADDITIONAL REQUIRED BIDDER/OFFOROR CERTIFICATIONS	

3.1 In accordance with 41 USC 8301 <i>et. seq.</i> and implementing regulations, the bidder/offeror certifies that only construction materials manufactured in the United States will be used on the project.		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
SECTION IV. CERTIFICATION				
Instruction for Section IV: This section must be completed by all bidder/offerors.				
I, [_____], as the person authorized to sign these certifications, hereby certify that the information provided in this form is true and accurate. In accordance with the requirements of section 302(c) of the Procurement Practices Reform Act of 2010 (D.C. Code § 2-353.02(c)), I shall update any response provided in this form within 60 days of a material change to a response and prior to the exercise of an option period.				
Name [Print and sign]: Riad Kadissi		Signed by:  4229D900B6E048D...		Telephone #: 202-944-9400
Title: Chairman		Email Address: rkadissi@kadcon.com		
Date: 11/14/24		Contract No: GF-2024-B-0033		
The District of Columbia is authorized to verify the above information with appropriate government authorities. Penalty for making false statements is a fine of not more than \$1,000.00, imprisonment for not more than 180 days, or both, as prescribed in D.C. Code § 22-2405. Penalty for false swearing is a fine of not more than \$2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Code § 22-2404.				



E.W. Richardson Building



Past Performance Evaluation Form

PAST PERFORMANCE EVALUATION FORM

(Check appropriate box)

OFFEROR KADCON Corporation

Performance Elements	Excellent	Good	Acceptable	Poor	Unacceptable
Quality of Services/ Work		X			
Timeliness of Performance		X			
Cost Control		X			
Business Relations		X			
Customer Satisfaction		X			

1. Name and Title of Evaluator: John Finnigan - Director of Educational Facilities
2. Signature of Evaluator: John Finnigan
Digitally signed by John Finnigan
 DN: cn=John Finnigan, o=Alexandria City Public Schools,
 ou=Educational Facilities,
 email=John.Finnigan@acps.k12.va.us, c=US
 Date: 2023.06.08 14:16:23 -04'00'
3. Name of Organization: Alexandria Public Schools
4. Telephone Number of Evaluator: 703-619-8297
 E-mail address of Evaluator: john.finnigan@acps.k12.va.us
5. State type of service received: Parker Gary Stadium Renovation
6. State Contract Number, Amount and Period of Performance _____
Alexandria Public Schools *1340 Braddock Place - 6th Floor, Alexandria, VA 22314. Fall 2020 - Summer 2021
7. Remarks on Excellent Performance: Provide data supporting this observation. Continue on separate sheet if needed)
8. Remarks on unacceptable performance: Provide data supporting this observation. (Continue on separate sheet if needed)

RATING GUIDELINES

Summarize Contractor performance in each of the rating areas. Assign each area a rating of 0 (Unacceptable), 1 (Poor), 2 (Acceptable), 3 (Good), 4(Excellent), or ++ (Plus). Use the following instructions for guidance in making these evaluations.


	Quality Product/Service <ul style="list-style-type: none"> -Compliance with contract requirements -Accuracy of reports -Appropriateness of personnel -Technical excellence 	Cost Control <ul style="list-style-type: none"> -Within budget (over/ under target costs) -Current, accurate, and complete billings -Relationship of negated costs to actual -Cost efficiencies -Change order issue 	Timeless of Performance <ul style="list-style-type: none"> -Meet Interim milestones -Reliable -Responsive to technical directions -Completed on time, including wrap-up and contract administration -No liquidated damages assessed 	Business Relations <ul style="list-style-type: none"> -Effective management -Businesslike correspondence -Responsive to contract requirements -Prompt notification of contract problems -Reasonable/cooperative -Flexible -Pro-active -effective contractor recommended solutions -Effective snail/small disadvantaged business Subcontracting program
0. Zero	Nonconformances are comprises the achievement of contract requirements, despite use of Agency resources	Cost issues are comprising performance of contract requirements.	Delays are comprising the achievement of contract requirements, Despite use of Agency resources.	Response to inquiries, technical/ service/administrative issues is not effective and responsive.
1. Unacceptable	Nonconformances require major Agency resources to ensure achievement of contract requirements.	Cost issues require major Agency resources to ensure achievement of contract requirements.	Delays require major Agency resources to ensure achievement of contract requirements.	response to inquiries, technical/ service/administrative issues is marginally effective and responsive.
2. Poor	Nonconformances require minor Agency resources to ensure achievement of contract requirements.	Costs issues require minor Agency resources to ensure achievement of contract requirements.	Delays require minor Agency resources to ensure achievement of contract requirements.	Responses to inquiries, technical/ service/administrative issues is somewhat effective and responsive.
3. Acceptable	Nonconformances do not impact achievement of contract requirements.	Cost issues do not impact achievement of contract requirements.	Delays do not impact achievement of contract requirements.	Responses to inquires, technical/ service/administrative issues is usually effective and responsive.
4. Good	There are no quality problems.	There are no cost issues.	There are not delays.	Responses to inquiries, technical/ service/administrative issues is effective and responsive,
5. Excellent	The contractor has demonstrated an exceptional performance level in some or all of the above categories.			

PAST PERFORMANCE EVALUATION FORM

(Check appropriate box)

OFFEROR KADCON Corporation

Performance Elements	Excellent	Good	Acceptable	Poor	Unacceptable
Quality of Services/ Work	X				
Timeliness of Performance		X			
Cost Control	X				
Business Relations	X				
Customer Satisfaction	X				

1. Name and Title of Evaluator: Allam H. Al-Alami, Operational Manager
2. Signature of Evaluator: Allam H. Al-Alami  Digitally signed by Allam H. Al-Alami
DN: cn=Allam H. Al-Alami, o=DGS, ou=Capital Construction, email=allam.al-alam@dc.gov, c=US
Date: 2023.05.23 09:16:17 -05'00'
3. Name of Organization: D.C. Department of General Services
4. Telephone Number of Evaluator: 202-671-2208 (C): 202-441-2027
E-mail address of Evaluator: allam.al-alam@dc.gov
5. State type of service received: General Contractor. Design Build
6. State Contract Number, Amount and Period of Performance St. Elizabeths East Gateway Pavillion
(DCAM-12-CS-0153) \$9,500,000. Ballou Senior High School (DCAM-16-CS-0066)
7. Remarks on Excellent Performance: Provide data supporting this observation. Continue on separate sheet if needed)
8. Remarks on unacceptable performance: Provide data supporting this observation. (Continue on separate sheet if needed)

RATING GUIDELINES

Summarize Contractor performance in each of the rating areas. Assign each area a rating of 0 (Unacceptable), 1 (Poor), 2 (Acceptable), 3 (Good), 4 (Excellent), or ++ (Plus). Use the following instructions for guidance in making these evaluations.


	Quality Product/Service <ul style="list-style-type: none"> -Compliance with contract requirements -Accuracy of reports -Appropriateness of personnel -Technical excellence 	Cost Control <ul style="list-style-type: none"> -Within budget (over/under target costs) -Current, accurate, and complete billings -Relationship of negated costs to actual -Cost efficiencies -Change order issue 	Timeless of Performance <ul style="list-style-type: none"> -Meet Interim milestones -Reliable -Responsive to technical directions -Completed on time, including wrap-up and contract administration -No liquidated damages assessed 	Business Relations <ul style="list-style-type: none"> -Effective management -Businesslike correspondence -Responsive to contract requirements -Prompt notification of contract problems -Reasonable/cooperative -Flexible -Pro-active -effective contractor recommended solutions -Effective snail/small disadvantaged business Subcontracting program
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5. Excellent	The contractor has demonstrated an exceptional performance level in some or all of the above categories.			

PAST PERFORMANCE EVALUATION FORM

(Check appropriate box)

OFFEROR KADCON Corporation

Performance Elements	Excellent	Good	Acceptable	Poor	Unacceptable
Quality of Services/ Work	x				
Timeliness of Performance	x				
Cost Control	x				
Business Relations	x				
Customer Satisfaction	x				

1. Name and Title of Evaluator: Heather Lynch
2. Signature of Evaluator: 
3. Name of Organization: Fairfax Park Authority, Planning & Development Division
4. Telephone Number of Evaluator: 703-774-7305
- E-mail address of Evaluator: heather.lynnch@fairfaxcounty.gov
5. State type of service received: Addition to the hidden oaks nature center and remodel of the existing 4,374 sf building (two phases job)
6. State Contract Number, Amount and Period of Performance CP2151284-01, \$1,148,874.49 , 12 Months
7. Remarks on Excellent Performance: Provide data supporting this observation. Continue on separate sheet if needed)
8. Remarks on unacceptable performance: Provide data supporting this observation. (Continue on separate sheet if needed)

RATING GUIDELINES

Summarize Contractor performance in each of the rating areas. Assign each area a rating of 0 (Unacceptable), 1 (Poor), 2 (Acceptable), 3 (Good), 4(Excellent), or ++ (Plus). Use the following instructions for guidance in making these evaluations.

	Quality Product/Service <ul style="list-style-type: none"> -Compliance with contract requirements -Accuracy of reports -Appropriateness of personnel -Technical excellence 	Cost Control <ul style="list-style-type: none"> -Within budget (over/ under target costs) -Current, accurate, and complete billings -Relationship of negated costs to actual -Cost efficiencies -Change order issue 	Timeless of Performance <ul style="list-style-type: none"> -Meet Interim milestones -Reliable -Responsive to technical directions -Completed on time, including wrap-up and contract administration -No liquidated damages assessed 	Business Relations <ul style="list-style-type: none"> -Effective management -Businesslike correspondence -Responsive to contract requirements -Prompt notification of contract problems -Reasonable/cooperative -Flexible -Pro-active -effective contractor recommended solutions -Effective snail/small disadvantaged business Subcontracting program
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The Prim Apartments



Contractor Experience Questionnaire

EXPERIENCE QUESTIONNAIRE		1. CONTRACTOR NAME, ADDRESS AND TELEPHONE NUMBER			
INSTRUCTIONS: See Box 11, Remarks, if extra space is needed to answer any item below. Mark "X" in appropriate boxes.		KADCON Corporation 1053 31st Street NW Washington DC 20007 202-944-9400			
2. SUBMITTED TO (Office Name and Address) University of the District of Columbia office of controller/agency CFO 4200 Connecticut Avenue NW, Washington DC 20008		3. BUSINESS Y Company Y Corporation x Y Non-profit Organization		4. How many years do you or your firm have in the line of work contemplated by this solicitation? 32 Years	
5. How many years experience in contracting have you or your business had as a (a) prime contractor <u>32</u> and/or (b) sub-contractor _____?					
6. List below the projects your business has completed within the last five (5) years which are similar in scope and scale to this job.					
CONTRACT AMOUNT	TYPE OF PROJECT	DATE COMPLETED	NAMES, ADDRESS AND TELEPHONE NO. OF OWNER/PERSON TO CONTACT FOR PROJECT INFORMATION		
2,377,790	Design Build		Surinder Khanna, Capital Construction University of the District of Columbia 202-274-5600		
7. List below all of your firm's contractual commitments running concurrently with the work contemplated by this solicitation:					
CONTRACT NUMBER	DOLLAR AMOUNT	NAME, ADDRESS AND TELEPHONE NO. OF BUSINESS/GOVERNMENT AGENCY INVOLVED	AWARDED (units)	PERCENT COMPLETED	DATE CONTRACT COMPLETED
DCAM-20-CS-RFQ-0001Z	3.5M	Department of General Services 3924 Minnesota Avenue NE 5th Floor Washington DC 20019	Track and Field Renovation	50%	5/6/2025
DCAM-22-CS-RFQ-0001G	1.5M	Department of General Services 3924 Minnesota Avenue NE 5th Floor Washington DC 20019	Electrical Service Upgrade	45%	12/22/2025
DCAM-23-CS-RFP-0029	17M	Department of General Services 3924 Minnesota Avenue NE 5th Floor Washington DC 20019	Recreation Center Modernization	20%	11/23/2026
DCAM-24-CS-RFP-0025	5.2M	Department of General Services 3924 Minnesota Avenue NE 5th Floor Washington DC 20019	School Addition	10%	01/15/2027
DCAM-20-CS-RFQ-0001	798K	Department of General Services 3924 Minnesota Avenue NE 5th Floor Washington DC 20019	Roofing	10%	5/20/2025
DCAM-21-NC-0002AO	813K	Department of General Services 3924 Minnesota Avenue NE 5th Floor Washington DC 20019	Bathroom Modernization	20%	3/3/2025
8a. Have you ever failed to complete any work awarded to you?			Y	Y No	
8b. Has work ever been completed by performance bond?			Y	Y No	
8c. If "Yes" to either item 8a or 8b specify location(s) and reason(s) why:					

[illegible]Page 2



Swiss Embassy Residence





KADCON

KADCON Corporation
1053 31st Street NW
Washington, DC 20007

Firm Age

Founded in 1992
32 years

Firm Size

22 professionals

Services + Specialties

Pre-Construction services
Design/Build Projects
Project Management
Construction
Development Consultation
Property Management Firm

Profile

Established as a cornerstone of the construction industry, KADCON Construction boasts an enduring legacy spanning three decades. With its headquarters nestled in the heart of Washington DC, KADCON has emerged as a beacon of excellence renowned for its diverse suite of services. Specializing in design/build solutions, preconstruction consultation, project management, and general contracting, KADCON caters to a wide array of sectors including commercial, multi-family, institutional, foreign missions, education, and historic restoration projects. Bolstered by its prestigious designation as a Certified Business Enterprise (CBE) in DC, KADCON remains deeply committed to its local community, priding itself on upholding the highest standards of professionalism and sustainability.

Firm History

For thirty years and counting, KADCON Construction has been a pillar of the construction landscape in the DMV area, leaving an indelible mark with its consistent delivery of exceptional outcomes within specified timelines and budgets. Founded on a bedrock of principles

navigated through the ebbs and flows of the industry with unwavering dedication to client satisfaction. Its success narrative is intricately woven with the expertise of seasoned team, whose collaborative ethos, effective project management, and comprehensive grasp of scheduling, safety, and quality control have been instrumental in steering KADCON towards its lofty heights of achievement.

Area of Specialty

KADCON Corporation is a specialist in providing comprehensive project services across various sectors, tailoring expertise from project inception to completion. Our core offerings encompass construction, project modifications, and design-build initiatives, all executed with precision by seasoned professionals dedicated to surpassing client expectations.

In the DMV area, KADCON has spearheaded numerous projects in collaboration with esteemed entities such as the District of Columbia Departments of General Services (DGS), Parks and Recreation (DPR), Housing Authority (DCHA), and Public Schools (DCPS). Our diverse portfolio includes school developments, parks and recreation center construction, and the rejuvenation of athletic field surfaces. Moreover, we excel in housing apartment renovations, contributing significantly to enhancing community living spaces. Our enduring partnership with the District of Columbia underscores our commitment to delivering outstanding results within our local community. Our leadership in scheduling, safety management, and quality control ensures meticulous project planning and execution. By leveraging our deep understanding of project timelines, we prioritize efficiency while upholding rigorous safety standards.

As specialists in design-build construction, we seamlessly integrate design and construction expertise, offering a comprehensive range of services from project inception to post-construction support. Clients benefit from streamlined project delivery, cost-effectiveness, and unparalleled quality assurance.

Driven by expertise and an unwavering commitment to excellence, KADCON transforms client visions into exceptional realities.

Terminated Contracts

No contract has ever been terminated for cause and no surety firm has ever interjected with any project 's completion. KADCON Corporation has never been debarred, suspended, or prohibited from any sort of professional. Practice by any federal, state, or local agencies.

Selection of Recent Projects

Partial list of projects completed by KADCON Corporation

- Potomac Falls Highschool Addition
Loudoun County Public School
- Alexandria high school addition
Alexandria city public school
- Alexandria City Hall renovation
City of Alexandria
- Fairfax city old town hall restoration
The city of Fairfax
- Embassy of Malta renovation
Ministry of foreign and European affairs &
trade
- Turkey thicket recreation center renovation
DGS/DPR
- Duke Ellington Park field light house and field
DGS/DPR



Key Personnel

RIAD I. KADISSI

Chairman

(202)944-9400

rkadissi@kadcon.com

1053 31st Street, NW, Washington, DC 20007

www.kadcon.com

Riad brings over 39 years of Structural Engineering, project management, and construction experience to the project. Riad Founded KADCON 31 years ago and has always been hands on in leading the success and growth of the company.

KADCON

EDUCATION

- Masters of Structural Engineering

YEARS OF EXPERIENCE

39 years

PAST JOBS

- Kadcon Chairman
 - 1992- present
- CECC Construction Management
 - Partner, President 1988-1992
- Innovation System Inc.
 - Structural Engineering 1984-1988

RELEVANT EXPERIENCE

With over 35 years of construction knowledge, Riad brings immensurable experience in renovation and historic preservation projects. Riad is well know for his forward- looking oversight through his knowledge and experience in complex renovation projects. He provides field leadership for onsite activities along with his team. Part of his overall responsibility includes safety control and quality control. In addition to that, Riad also manages projects of different sizes from establishing projects scope of work, through bidding, negotiation, coordination and site oversight during construction.

PAST PROJECTS

Saint Elizabeth Gateway Pavilion: (Principal-in-charge)

Oversaw Saint Elizabeth Gateway Pavilion DC project, a landmark development in the Saint Elizabeth's East campus neighborhood revitalization effort. This fast-track design and construction project, completed efficiently and with high quality, included the Gateway DC Pavilion, a multi-purpose venue featuring casual dining, a farmers' market, and various community, cultural, and arts activities. The 16,500 sq. ft. building on a two-acre plot created an iconic and welcoming view. The project involved new ground-up construction, extensive excavation, concrete foundation work, hybrid cast-in-place concrete and structural steel framing, new utilities, site grading, paving, and landscaping.



EDUCATION

- Masters of Structural Engineering

YEARS OF EXPERIENCE

39 years

PAST JOBS

- Kadcon Chairman
 - 1992- present
- CECC Construction Management
 - Partner, President 1988-1992
- Innovation System Inc.
 - Structural Engineering 1984-1988

PAST PROJECTS

Ballou High School Athletic Fields:
(Principal-in-charge)

Oversaw the design-build GMP contract for Ballou High School, overseeing the development and construction of a nine-acre site. The project included a new athletic field and track, site utilities, bleachers, sidewalks, service structures, and a new parking area with outdoor lighting. Addressed significant site elevation challenges by constructing over 1,000 linear feet of retaining walls, ranging from 10 to 25 feet in height, involving substantial earthworks and regrading. Additionally, completed interior finishing works for various school departments, including MEP installations and finishing works.

Parkview Park and Recreation Center:
(Principal-in-charge)

Full Design-Build interior and exterior renovation of the recreation center building as well as a full renovation of the outdoor park and playground including a new field and basketball court.

Turkey Thicket Community Center:
(Principal-in-charge)

Complete playground and park renovation including community gardens, splash park, fitness equipment, athletic tracks, and security lighting. 3333 M Street- Eagle Building: (Principal-in-charge) A new urban infill project consisting of four underground levels and two above grade levels of retail and offices. The project included the shoring and preservation of a historic façade. This transformative project not only sought to optimize land utilization in a dense urban setting but also aimed to revitalize the area by seamlessly integrating modern functionalities with historical preservation. A particular highlight of the project was the meticulous shoring and preservation of a cherished historic façade, paying homage to the rich heritage of the site.



ALI RAHJOO

Senior Project Manager

☎ (202)944-9400

✉ arahjoo@kadcon.com

📍 1053 31st Street, NW, Washington, DC 20007

🌐 www.kadcon.com

Dedicated and results -oriented Construction Manager with over a decade of experience, known for driving Past Projects Civil Engineering project profitability, achieving significant cost savings, and nurturing collaborative relationships with contractors and clients.



EDUCATION

- University of Maryland, College Park
- BS in Civil Engineering

YEARS OF EXPERIENCE

10 + years

PAST JOBS

- Kadcon
 - Construction Project Manager
- GCS SIGAL
 - Construction Project Manager
- Forester Construction
 - Assistant Project Manager
- Balfour Beatty
 - Project Engineer
- Judlau Contracting Inc.
 - Project Engineer

PAST PROJECTS

JP Morgan Chase Bank – Old Town

Project Manager Interior tenant fit -out construction with envelope storefront modifications, millwork wall panels, cabinets, and interior demountable partitions. The scope included high-end interior finishes with porcelain tile floors, mosaics, acoustical ceilings, wood booths, HVAC unit replacement and new duct work, new electrical work and service relocation, plumbing, telecommunication and security installations, AV and bank equipment, and interior and exterior signage. Additionally, entrances into the bank were modified to be ADA compliant . The programming aspects for this project included three offices, two teller stations, communal spaces, two booths, a data access bar,two 24 h-access vestibule ATMs, and one after-hours epository.

Woodberry Village Apartments

Project Manager to renovate 17 building Woodberry Village Apartments complex, The scope of work also included 17 building envelope renovation including new roofing, masonry restoration, new windows, aterproofing, and structural. Renovation of 190 units, and new built out of ten ADA units. Four new bioretention facilities. New MEP systems for the campus, and security enhancements. Site utilities (new waterline, gas, Telcom), site lighting, new sidewalks, and new paving throughout the campus.



EDUCATION

- University of Maryland, College Park
- BS in Civil Engineering

YEARS OF EXPERIENCE

10 + years

PAST JOBS

- Kadcon
 - Construction Project Manager
- GCS SIGAL
 - Construction Project Manager
- Forester Construction
 - Assistant Project Manager
- Balfour Beatty
 - Project Engineer
- Judlau Contracting Inc.
 - Project Engineer

National Science Foundation Headquarters

Project Engineer This two-tower office building is the headquarters for the National Science Foundation and is constructed adjacent to the elevated Washington Metropolitan Area Transit Authority tracks in Hoffman Town Center . The 700,000 square-foot Class-A commercial office building consists of interconnected office towers built above a four-story, below-grade parking garage with over 30,000 square-feet of retail space.

Johns Hopkins Macaulay Hall Renovation

Assistant Project Manager for full gut renovation of a 37,000 SF, 5-story building on the JHU Homewood Campus. The scope of work included new stair towers, new elevator, an entire tenant fit-out of a 3-story laboratory facility , basement (labs) and new laboratory MEP system, building envelop modification and upgrade including masonry work, waterproofing, new roofing system, new windows and curtain walls.

Duke Ellington Field House and Athletic Field Renovation:

Ali is leading the renovation of the Duke Ellington Field Houses and Track , a comprehensive project that includes upgrading ADA-compliant restrooms , creating new workspaces, and constructing the track and field. His role involves overseeing the project from planning through execution , ensuring all work is completed on time, within budget, and to the highest quality standards

John Hayden Johnson Middle school and Garrison Elementary School Athletic Field

Lighting Project: Ali is Currently managing the Johnson Middle School and Garrison Elementary School Athletic Field Lighting Project. This project involves the installation of new light poles, LED luminaires, and associated electrical infrastructure to provide efficient and reliable lighting for the athletic fields. Ali oversees the design and construction phases, ensuring compliance with regulatory standards and project specifications . His role includes coordinating with multiple stakeholders, managing project timelines, and ensuring that all work meets the quality and safety standards expected by the Department of General Services..

KARL WINDAHL

Superintendent

(202)944-9400

1053 31st Street, NW, Washington, DC 20007

www.kadcon.com

Highly skilled and experienced Superintendent with a proven track record in overseeing construction projects for reputable companies. With expertise in project oversight, team management, quality control, safety, and communication, the Superintendent ensures successful project execution.

KADCON

CERTIFICATIONS

- OSHA 30 Training Certificate

YEARS OF EXPERIENCE

35 years

PAST JOBS

- Kadcon
 - Superintendent
 - Added Dimension
 - Superintendent

RELEVANT EXPERIENCE

With over 30 years of experience, Karl oversees on-site construction activities as the Design-Builder's representative. His responsibilities include ensuring site safety, coordinating subcontractors, maintaining quality control, and managing schedules. Karl prioritizes safety and coordinates subcontractors to meet project milestones. He prepares weekly schedules and communicates progress to clients during meetings. Karl meticulously reviews completed work and documents any deviations for resolution. Committed to safety, quality, and project requirements, Karl ensures successful project execution.

PAST PROJECTS

Embassy of Malta Refurbishment:

The Embassy of Malta underwent a thorough renovation, preserving its architectural heritage with meticulous attention to detail. The historic façade was carefully restored, maintaining its original grandeur. Structural upgrades were seamlessly integrated, enhancing both aesthetics and functionality. Interior redesigns accommodated modern diplomatic requirements while respecting the embassy's cultural significance.



CERTIFICATIONS

- OSHA 30 Training Certificate

YEARS OF EXPERIENCE

35 years

PAST JOBS

- Kadcon
 - Superintendent
 - Added Dimention
 - Superintendent

TECKO-Taipei Economic and Cultural Representative Office:

The five-story building design-build project encompassed both interior and exterior renovations, showcasing a comprehensive transformation of the space. The project entailed meticulous attention to detail and craftsmanship, resulting in high-end finishes that added a touch of elegance to the interior. Simultaneously, the exterior received careful restoration. The renovation efforts also included extensive mechanical, electrical, and plumbing work to ensure the building's functionality and efficiency.

Fairfax City Hall:

The restoration of Fairfax City Hall's exterior involved meticulous efforts to revive and preserve its architectural grandeur. Focus was on restoring the landmark's exterior elements, maintaining historical integrity. Meticulous masonry techniques rejuvenated the façade, restoring its original beauty. Special attention was given to replacing and repairing the grand columns of the porticos and preserving unique ornamental details. The project showcased careful craftsmanship and attention to detail.

Alexandria City Hall:

he project focused on restoring the historic city hall, preserving its architectural significance and cultural heritage. It included a meticulous façade restoration, ensuring intricate exterior details were revived and maintained. Structural repairs to the roof, spire, and tower were also undertaken for longevity and stability. Thoughtful renovations were made to several interior areas. Overall, the project aimed to honor the building's legacy. the city hall's rich history and create a renewed and inviting space for the community to enjoy.



Fairfax City Hall



Relevant Experience



Brown's Fairfax Nissan

- **Location:** Fairfax, VA
- **Start Date:** August 2021
- **Completion Date:** December 2021
- **Contract Value:** \$1,240,000

Project Description: Located in Fairfax, Virginia, Brown's Fairfax Nissan is one of the largest privately owned automotive companies in the Mid-Atlantic region.

An elevated concrete parking deck and mechanic service area was damaged and leaking. As a result, parts of the service center had to be shut down costing the owner revenue.

Investigations were performed to determine the level of damage and the appropriate repair approach of the precast hollow core plank. Following demolition, the hollow core strands were repaired by adding additional rebar and eliminating the hollow cores.

During repairs the scope unexpectedly grew to include expansion joint replacement, masonry repointing, coating installation, drainage modifications, and steel beam repairs. Even with the additional scope the project was completed safely, ahead of schedule, and within budget.



PROJECT INFORMATION

- **Owner:**
Brown's Fairfax Nissan
- **Engineer of Record:**
STRUCTURAL
- **Specialty Contractor:**
STRUCTURAL



Enclave Silver Spring Parking Garage

- **Location:** Silver Spring, MD
- **Start Date:** Fall 2021
- **Completion Date:** Spring 2022
- **Contract Value:** \$1,680,854

Project Description: Enclave Silver Spring is a resort-style apartment complex located in Silver Spring, Maryland which includes five parking garages.

The owner of the complex, Hampshire Assets, LLC, took a proactive approach to assessing the repair needs of each garage. Repairs were prompted by deterioration of the concrete slab and failure of the traffic bearing membrane.

A challenge that had to be dealt with early on was the budget that they had established for Garage 4. It was based on the work performed on Garage 5, which had much less damage. The scope of work had to be minimized to ensure a manageable cost, while still restoring the integrity of the parking garage. Working with an established budget, Hampshire Assets decided to take a design-build approach to prioritize the repair needs of Garage 4.

STRUCTURAL, working with Meyer Consulting Engineers, took lessons learned from previous garage work done on site by other entities to restore the integrity of this garage. The scope of work included the removal and installation of a 42,500 SF traffic coating, over 25,000 SF of elevated slab concrete repair, as well as soffit repairs and restriping.

Repairs were completed with no incidents, on schedule, and within the budget, resulting in a safe and reliable parking garage for the apartment complexes residents.



PROJECT INFORMATION

- **Owner:**
Hampshire Assets, LLC
- **Design Build Engineering Partner:**
Meyer Consulting Engineers
- **Specialty Contractor:**
STRUCTURAL



Empire State Plaza East Parking Garage

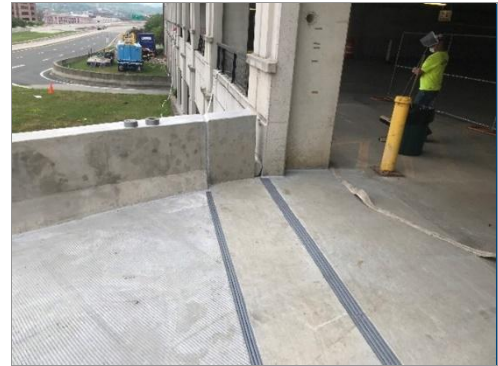
- **Location:** Albany, NY
- **Start Date:** March 2020
- **Completion Date:** April 2022
- **Contract Value:** \$19,577,276

Project Description: The New York State (NYS) Office of General Services' (OGS) Empire State Plaza East Parking Garage is located at the corner of Philip St. and Madison Avenue just a few blocks away from the plaza itself. As the primary parking facility for Corning Tower, the six-level precast double tee structure offers 2,291 spaces for vehicles. Corning Tower houses the majority of New York State employees in the Capital. The garage's structural and topping slab elements were suffering from the devastating effects of corrosion, creating safety concerns for all those utilizing the facility.

STRUCTURAL was selected to rehabilitate the parking structure. One of the first tasks involved creating a driving lane plan and installing shoring to grade while ensuring the facility would be fully accessible outside of our work area. Then, crews used 30 lb. chipping hammers in conjunction with hydro demolition to remove damaged concrete and prepared the surface for repairs. Carbon Fiber Reinforced Polymer (CFRP) was used as a less intrusive strengthening method as opposed to installing steel stirrups. Team members repaired the topping slab over structural T-T decking and performed corbel, column, and carbon fiber repairs at T-stem ends and associated shoring. A healing sealer and traffic bearing membrane were installed and crews replaced expansion joints and sealants.

This was a high-profile project performed for the State Capital which involved meticulous coordination of site visits from inspectors and key stakeholders. The project was also performed during the COVID-19 pandemic, bringing higher safety precautions and restrictions to the work site. The weather in Albany during the winter months created a challenge with temperatures dropping below 0°F and high accumulations of snow. To ensure proper binding of repair materials, crews used full height wood partitions on the lower levels and electric heaters to maintain work area temperatures of 50 to 65°F. The team also employed a work week of four, 10-hour days to reduce construction impact to the Client.

STRUCTURAL was able to offer a credit to the owner by using hydro demolition and achieved substantial completion ahead of schedule. In addition, the team's recommendation to use carbon fiber was more efficient and less intrusive. STRUCTURAL was also able to accelerate a critical portion of the repairs to the garage entrance ramp, restoring it ahead of schedule and prior to a major holiday. Through value-engineering, strong planning, and schedule management, STRUCTURAL was able to successfully deliver a more durable facility with a longer life expectancy.



PROJECT INFORMATION

- **Owner:**
New York Office of General Services
Mark Rice
(518) 470-7273
- **Engineer of Record:**
Ryan Biggs Clark Davis and Delta
Otto Schwarz
(931) 801-1303
- **General Contractor:**
STRUCTURAL
- **Subcontractor:**
Rampart Hydro Services
- **Material Supplier:**
STRUCTURAL TECHNOLOGIES



Alexandria City Hall

KADCON

License



GOVERNMENT
OF THE
DISTRICT OF COLUMBIA
Muriel Bowser, Mayor

Department of Licensing and Consumer Protection

Business Licensing Division
1100 4th Street S.W.
Washington DC 20024

Date Issued : 01/09/2024
Category : 4105
License# : 70101137
License Period : 02/01/2024 - 01/31/2026

BASIC BUSINESS LICENSE

Billing Name and Address : RIAD DADISSI Kadcon Corporation 1053 31st St NW Washington DC 20007	Premise/Application's Name and Address : Kadcon Corporation 1053 31ST ST NW, WASHINGTON, DC 20007	Registered Agent's Name and Address : RAED KOLAGHASSI 1053 31st St NW Washington DC 20007
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Owner's Name :
Corp. Name : Kadcon Corporation
Trade Name :

CofO/HOP# : 72433	SSL : 1190 0073	Zone : W-3	Ward : 2	ANC : 2E	PERM NO. :
Class A		UNITS : 1			

General Service and Repair - Gen Contr/Construction Mngr

--THE LAW REQUIRES THIS LICENSE TO BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES--

*License Effective from the later of Issued or Start of License-Period Date


Acting Director :
Tiffany Crowe



The Ritz-Carlton-dc



First Source Employment agreement



**GOVERNMENT OF THE DISTRICT OF COLUMBIA
FIRST SOURCE EMPLOYMENT AGREEMENT FOR
CONSTRUCTION PROJECTS ONLY**



GOVERNMENT-ASSISTED PROJECT/CONTRACT INFORMATION

CONTRACT/SOLICITATION NUMBER: GF-2024-B-0033
 DISTRICT CONTRACTING AGENCY: UDC
 CONTRACTING OFFICER: Eddie Whitaker
 TELEPHONE NUMBER: _____
 TOTAL CONTRACT AMOUNT: 3,850,200

THIS SECTION TO BE COMPLETED BY THE BENEFICIARY ONLY:

TOTAL GOVERNMENT ASSISTED FUNDED AMOUNT: _____ DATE _____
☐ CONTRACT ☐ GRANT ☐ LOAN ☐ TAX ABATEMENT OR EXEMPTION ☐ LAND TRANSFER
☐ LAND DISPOSITION AND DEVELOPMENT AGREEMENT ☐ TAX INCREMENT FINANCING
☐ ANY ADDITIONAL LEGISLATION, IF YES _____

D.C. CODE# _____

GENERAL CONTRACTOR WILL MEET THE HIRING OR HOURS WORKED PERCENTAGES REQUIREMENTS FOR ENTIRE PROJECT ☐ OR PER EACH SUBCONTRACTOR ☐

PROJECT NAME: UDC Van Ness Parking Garage Structural Repair
 PROJECT ADDRESS: 4200 Connecticut Avenue
 CITY: Washington STATE: DC ZIP CODE: 20008
 PROJECT START DATE: _____ PROJECT END DATE: _____
 EMPLOYER START DATE: _____ EMPLOYER END DATE: _____

EMPLOYER INFORMATION

EMPLOYER NAME: KADCON Corporation
 EMPLOYER ADDRESS: 1053 31st Street NW
 CITY: Washington STATE: DC ZIP CODE: 20007
 TELEPHONE NUMBER: _____ FEDERAL IDENTIFICATION NO.: 54-1697040
 CONTACT PERSON: Riad Kadissi
 TITLE: Chairman
 E-MAIL: _____ TELEPHONE NUMBER: 202-944-9400
 CERTIFIED BUSINESS ENTERPRISES CERTIFICATION NUMBER: LSDX30215112021
 D.C. APPRENTICESHIP COUNCIL REGISTRATION NUMBER: _____
 ARE YOU A SUBCONTRACTOR ☐ YES ☐ NO IF YES, NAME OF PRIME CONTRACTOR: _____

This First Source Employment Agreement (Agreement), in accordance with Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2-219.01 – 2.219.05), and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431) is a required agreement between the District of Columbia Department of Employment Services (DOES) and EMPLOYER.

EMPLOYER, which includes the Beneficiary and all contractors and subcontractors, is working on a contract or project that has received:

- ☐ D.C. Government assistance valued between \$300,000 and \$5 million dollars, required to make a good faith effort to ensure that 51% of all new hires are District residents. (D.C. Official Code § 2-219(e)(1)(A))
- ☐ D.C. Government assistance valued at \$5 million or more, required to have the following percentage of hours worked in each classification by DC residents; 20% of journey worker hours; 60% of apprentice hours; 51% of skilled laborer hours; 70% of common laborer hours for all jobs created by the Project. (D.C. Official Code §2-219.03 (1A)(A))

DOES is the first source for recruitment, referral, and placement of new hires or employees for all jobs created by the Government Assisted Project or Contract (Project).

The Parties agree to the terms and conditions of the Agreement as follows:

I. DEFINITIONS

The following definitions shall govern the terms used in this Agreement.

- A. **Apprentice** means a worker who is employed to learn an apprenticeable occupation under the terms and conditions of approved apprenticeship standards.
- B. **Beneficiary** means:
 - 1. The signatory to a contract executed by the Mayor which involves any District of Columbia government funds, or funds which, in accordance with a federal grant or otherwise, the District government administers and which details the number and description of all jobs created by a government-assisted Project for which the beneficiary is required to use the First Source Register;
 - 2. A recipient of a District government economic development action including contracts, grants, loans, tax abatements, land transfers for redevelopment, or tax increment financing that results in a financial benefit of \$300,000 or more from an agency, commission, instrumentality, or other entity of the District government, including a financial or banking institution which serves as the repository for \$1 million or more of District of Columbia funds.
- C. **Contracting Agency** means any District of Columbia agency that awarded a government assisted Project totaling \$300,000 or more.
- D. **Direct labor costs** means all costs, including wages and benefits, associated with the hiring and employment of personnel assigned to a process in which payroll expenses are traced to the units of output and are included in the cost of goods sold.
- E. **EMPLOYER** means any entity awarded a government assisted Project totaling \$300,000 or more, including all individual contractor and subcontractor entities at any tier who work on the Project.
- F. **First Source Employer Portal** is a website consisting of a connected group of static and dynamic web pages with the ability for Employers to enter data using the internet. The website is accessible by a Uniform Resource Locator (URL) and is maintained by DOES. The website provides reporting information to First Source EMPLOYERS.
- G. **First Source Register** means the DOES Automated Applicant Files, which consists of the names of DC residents registered with DOES.
- H. **Good faith effort** means an EMPLOYER has exhausted all reasonable means to comply with any affirmative action, hiring, or contractual goal(s) pursuant to the First Source law and Agreement.
- I. **Government-assisted project or contract (Project)** means any construction or non-construction Project that receives funds or resources, valued at \$300,000 or more, from the District of Columbia, or funds or resources which, in accordance with a federal grant or otherwise, the District of Columbia government administers, including contracts, grants, loans, tax abatements or exemptions, land transfers, land disposition and development agreements, tax increment financing, or any combination of the aforementioned.

J. **Hard to employ** means a District of Columbia resident who is confirmed by DOES as:

1. An ex-offender who has been released from prison within the last 10 years;
2. A participant of the Temporary Assistance for Needy Families program;
3. A participant of the Supplemental Nutrition Assistance Program;
4. Living with a permanent disability verified by the Social Security Administration or District vocational rehabilitation program;
5. Unemployed for 6 months or more in the last 12-month period;
6. Homeless;
7. A participant or graduate of the Transitional Employment Program established by [§ 32-1331](#); or
8. An individual who qualified for inclusion in the Work Opportunity Tax Credit Program as certified by the Department of Employment Services.

K. **Indirect labor costs** means all costs, including wages and benefits, that are part of operating expenses and are associated with the hiring and employment of personnel assigned to tasks other than producing products.

L. **Jobs** means any union and non-union managerial, non-managerial, professional, nonprofessional, technical or nontechnical position including: clerical and sales occupations, service occupations, processing occupations, machine trade occupations, bench work occupations, structural work occupations, agricultural, fishery, forestry, and related occupations, and any other occupations as the Department of Employment Services may identify in the Dictionary of Occupational Titles, United States Department of Labor.

M. **New Hire:** Individual(s) newly hired by the EMPLOYER to perform work on a government assisted Project.

N. **Transfer:** Existing EMPLOYER employee who has been moved from one Project to another Project.

O. **Journeyman** means a worker who has attained a level of skill, abilities and competencies recognized within an industry as having mastered the skills and competencies required for the occupation.

P. **Revised Employment Plan** means a document prepared and submitted by the EMPLOYER that includes the following:

1. A projection of the total number of hours to be worked on the Project by trade;
2. A projection of the total number of journey worker hours, by trade, to be worked on the Project and the total number of journey worker hours, by trade, to be worked by DC residents;
3. A projection of the total number of apprentice hours, by trade, to be worked on the Project and the total number of apprentice hours, by trade, to be worked by DC residents;
4. A projection of the total number of skilled laborer hours, by trade, to be worked on the Project and the total number of skilled laborer hours, by trade, to be worked by DC residents;
5. A projection of the total number of common laborer hours to be worked on the

Project and the total number of common laborer hours to be worked by DC residents;

6. A timetable outlining the total hours worked by trade over the life of the Project and an associated hiring schedule;
7. Descriptions of the skill requirements by job title or position, including industry-recognized certifications required for the different positions;
8. A strategy to fill the hours required to be worked by DC residents pursuant to this paragraph, including a component on communicating these requirements to contractors and subcontractors and a component on potential community outreach partnerships with the University of the District of Columbia, the University of the District of Columbia Community College, the Department of Employment Services, Jointly Funded Apprenticeship Programs, the District of Columbia Workforce Intermediary, or other government-approved, community-based job training providers;
9. A remediation strategy to ameliorate any problems associated with meeting these hiring requirements, including any problems encountered with contractors and subcontractors;
10. The designation of a senior official from the EMPLOYER(S) or general contractor who will be responsible for implementing the hiring and reporting requirements;
11. Descriptions of the health and retirement benefits that will be provided to DC residents working on the Project;
12. A strategy to ensure that District residents who work on the Project receive ongoing employment and training opportunities after they complete work on the job for which they were initially hired and a review of past practices in continuing to employ DC residents from one Project to the next;
13. A strategy to hire graduates of District of Columbia Public Schools, District of Columbia public charter schools, and community-based job training providers, and hard-to-employ residents; and
14. A disclosure of past compliance with the Workforce Act and the Davis-Bacon Act, where applicable, and the bidder or offeror's general DC resident hiring practices on projects or contracts completed within the last 2 years.

Q. Tier Subcontractor means any subcontractor selected by the primary contractor to perform portion(s) or all work related to the trade or occupation area(s) on a Project subject to this First Source Agreement.

R. Washington Metropolitan Statistical Area means the District of Columbia; Virginia Cities of Alexandria, Fairfax, Falls Church, Fredericksburg, Manassas, and Manassas Park; the Virginia Counties of Arlington, Clarke, Fairfax, Fauquier, Loudon, Prince William, Spotsylvania, Stafford, and Warren; the Maryland Counties of Calvert, Charles, Frederick, Montgomery and Prince Georges; and the West Virginia County of Jefferson.

S. Workforce Intermediary Pilot Program means the intermediary between employers and training providers to provide employers with qualified DC resident job applicants. See DC Official Code § 2-219.04b.

II. GENERAL TERMS

- A. Subject to the terms and conditions set forth herein, DOES will receive the Agreement from the Contracting Agency no less than 7 calendar days in advance of the Project start date. No work associated with the relevant Project can begin until the Agreement has been accepted by DOES.
- B. The Beneficiary and/or EMPLOYER shall require all Project contractors and subcontractors, under a Project receiving government assistance or benefits valued at \$300,000 or more, to enter into an Agreement with DOES.
- C. Agreement will take effect once beneficiary/Employer awarded contract and start work on the government assisted Project and no work can begin prior to execution of the Agreement and will be fully effective through the duration, any extension or modifications of the Project and until such time as construction is complete and a certificate of occupancy is issued.
- D. If an EMPLOYER began work prior to the execution of a First Source Employment Agreement, the EMPLOYER shall cease work on the Project and sign a First Source Employment Agreement to be bound by the applicable First Source Employment Agreement requirements, retroactively, from the start of work throughout the duration of the contract.
- E. DOES will provide recruitment, referral, and placement services to the EMPLOYER, subject to the limitations in this Agreement.
- F. DOES and the EMPLOYER agree that, for purposes of this Agreement, new hires and jobs created for the Project (both union and nonunion) include all of EMPLOYER'S job openings and vacancies in the Washington Metropolitan Statistical Area created for the Project as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce, as a result of this Project.
- G. This Agreement includes apprentices as defined in D.C. Official Code §§ 32-1401- 1431.

DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any collective bargaining unit involved with this Project a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will promptly provide them to DOES.

The EMPLOYER who contracts with the District of Columbia government to perform construction, renovation work, or information technology work with a single contract, or cumulative contracts, of at least \$500,000, within a 12-month period will be required to register an apprenticeship program with the District of Columbia Apprenticeship Council as required by DC Code 32-1431.

- H. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise this First Source Agreement shall remain in full force and effect and transferee shall remain subject to all provisions herein. In addition, the EMPLOYER as a condition of transfer shall:
 - 1. Notify the party taking possession of the existence of this EMPLOYER'S First Source Employment Agreement.
 - 2. Notify DOES within 7 business days of the transfer. This notice will include the

name of the party taking possession and the name and telephone of that party's representative.

- I. The EMPLOYER and DOES may mutually agree to modify this Agreement. Any modification shall be in writing, signed by the EMPLOYER and DOES and attached to the original Agreement.
- J. To the extent that this Agreement is in conflict with any federal labor laws or governmental regulations, the federal laws or regulations shall prevail.

III. TRAINING

- A. DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs as approved by DOES; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and will be set forth in a separate Training Agreement.

IV. RECRUITMENT

- A. The EMPLOYER shall complete the attached Revised Employment Plan that will include the information outlined in Section I.P.
- B. The EMPLOYER shall register and post all job vacancies with the Job Bank Services of DOES at www.dcnetworks.org a minimum of 10 days. Should you need assistance posting job vacancies, please contact Job Bank Services at (202) 698-6001.
- C. The EMPLOYER shall notify DOES of all new jobs created for the Project within at least 7 business days (Monday - Friday) of the EMPLOYERS' identification/creation of the new jobs. The Notice of New Job Creation shall include the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed. This must be done before using any other referral source.
- D. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce shall be reported to DOES for placement and referral, if the job is newly created. EMPLOYER shall provide DOES a Notice of New Job Creation that details such promotions in accordance with Section IV.C.
- E. The EMPLOYER will submit to DOES, prior to commencing work on the Project, a list of Current Employees that includes the name, social security number, and residency status of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project. All EMPLOYER information reviewed or gathered, including social security numbers, as a result of DOES' monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.

V. REFERRAL

- A. DOES will screen applicants through carefully planned recruitment and training events and provide the EMPLOYER with a list of qualified applicants according to the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed as supplied by the EMPLOYER in its Notice of New Job Creation set forth above in Section IV.C.

- B. DOES will notify the EMPLOYER of the number of applicants DOES will refer, prior to the anticipated hiring dates.

VI. PLACEMENT

- A. EMPLOYER shall in good faith, use reasonable efforts to select its new hires or employees from among the qualified applicants referred by DOES. All hiring decisions are made by the EMPLOYER.
- B. In the event that DOES is unable to refer qualified applicants meeting the EMPLOYER'S established qualifications, within 7 business days (Monday - Friday) from the date of notification from the EMPLOYER, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. However, the EMPLOYER shall still be required to meet the First Source hiring requirements or hours worked percentages for all jobs created by the Project.
- C. After the EMPLOYER has selected its employees, DOES is not responsible for the employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

VII. REPORTING REQUIREMENTS

- A. EMPLOYER with a single contract valued at \$300,000 or more on a Project that received government assistance totaling between \$300,000 and \$5,000,000, a provision that at least 51% of the new employees hired to work on the Project shall be District residents.
- B. EMPLOYER shall register in the First Source Online Registration and Reporting System for electronic submission of all monthly Contract Compliance data, weekly certified payrolls and any other documents required by DOES for reporting and monitoring.
- C. EMPLOYER shall submit to the Department of Employment Services each month following the start of the Project a hiring compliance report for the Project that includes the:
 - 1. Number of new job openings created/available;
 - 2. Number of new job openings listed with DOES, or any other District Agency;
 - 3. Number of DC residents hired for new jobs;
 - 4. Number of employees transferred to the Project;
 - 5. Number of DC residents transferred to the Project;
 - 6. Direct or indirect labor cost associated with the project;
 - 7. Each employee's name, job title, social security number, hire date, residence, and referral source; and
 - 8. Workforce statistics throughout the entire project tenure.
- D. EMPLOYER with a single contract valued at \$300,000 or more on a Project that received government assistance totaling \$5 million or more shall meet the following hours worked percentages for all jobs created by the Project:
 - 1. At least 20% of journey worker hours by trade shall be performed by DC residents;
 - 2. At least 60% of apprentice hours by trade shall be performed by DC residents;
 - 3. At least 51% of the skilled laborer hours by trade shall be performed by DC residents; and
 - 4. At least 70% of common laborer hours shall be performed by DC residents.

- E. EMPLOYERS shall provide the following cumulative statistics, that will be used to create the monthly report, by uploading certified payrolls or payroll data into the LCPtracker reporting system:
 - 1. Number of journey worker hours worked by DC residents by trade;
 - 2. Number of hours worked by all journey workers by trade;
 - 3. Number of apprentice hours worked by DC residents by trade;
 - 4. Number of hours worked by all apprentices by trade;
 - 5. Number of skilled laborer worker hours worked by DC residents by trade;
 - 6. Number of hours worked by all skilled laborers by trade;
 - 7. Number of common laborer hours worked by DC residents by trade; and
 - 8. Number of hours worked by all common laborers by trade.
- F. EMPLOYER may “double count” hours for the “hard to employ” up to 15% of total hours worked by DC Residents; however, a collective bargaining agreement shall not be a basis for waiver of this requirement.
- G. For construction Projects that are not subject to Davis-Bacon law in which certified payroll records do not exist, EMPLOYER shall submit monthly documents of workers employed on the Project to DOES, including DC residents and all employment classifications of hours worked.
- H. EMPLOYER may also be required to provide verification of hours worked or hiring percentages of DC residents, such as internal payroll records for construction Projects that are not subject to Davis-Bacon.
- I. Monthly, EMPLOYER shall submit weekly certified payrolls from all subcontractors at any tier working on the Project to the Contracting Agency. EMPLOYER is also required to make payroll records available to DOES as a part of compliance monitoring, upon request at job sites.

VIII. FINAL REPORT AND GOOD FAITH EFFORTS

- A. With the submission of the final request for payment from the Contracting Agency, the Beneficiary and/or EMPLOYER shall:
 - 1. Report to DOES its compliance with the hiring or hours worked percentage requirements for all jobs created by the Project, and report the hours that DC residents worked for each trade classifications in each area of the Project; or
 - 2. Submit to DOES a request for a waiver of the hiring or hours worked percentage requirements for all jobs created by the Project that will include the following documentation:
 - a. Documentation supporting EMPLOYER’S good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources; and
 - c. Advertisement of job openings listed with DOES and other referral sources.
- B. DOES may waive or partially waive the hiring or hours worked percentage requirements for jobs created by the Project, and/or the required hours of DC residents for each trade classifications, if DOES finds that the Beneficiary or EMPLOYER, including its contractors or subcontractors:
 - 1. DOES certified that Beneficiary or Employer demonstrated a good faith effort to comply, as set forth in Section VIII.C.; or

2. Is located outside the Washington Metropolitan Statistical Area, and none of the contract work is performed inside the Washington Metropolitan Statistical Area;
 3. The beneficiary published each job opening or part-time work needed for 7 calendar days in a District newspaper of city-wide circulation; and
 4. The DOES certified that there are insufficient eligible applicants from the First Source Register that possess the skills required by the positions, or the eligible applicants are not available for part-time work or do not have a means to travel to the onsite jobs; or
 5. Beneficiary/Employer entered into a special workforce development training or placement arrangement with DOES or with the District of Columbia Workforce Intermediary.
- C. DOES shall consider documentation of the following when making a determination of a good-faith effort to comply:
1. DOES has certified that there are insufficient number of District residents in the labor market possessing the skills required by the EMPLOYER for the positions created as a result of the Project.
 2. Whether the EMPLOYER posted the jobs on the DOES job website for a minimum of 10 calendar days;
 3. Whether the EMPLOYER advertised each job opening in a District newspaper with city-wide circulation for a minimum of 7 calendar days;
 4. Whether the EMPLOYER advertised each job opening in special interest publications and on special interest media for a minimum of 7 calendar days;
 5. Whether the EMPLOYER hosted informational/recruiting or hiring fairs;
 6. Whether the EMPLOYER contacted churches, unions, and/or additional Workforce Development Organizations;
 7. Whether the EMPLOYER interviewed employable candidates;
 8. Whether the EMPLOYER created or participated in a workforce development program approved by DOES;
 9. Whether the EMPLOYER created or participated in a workforce development program approved by the District of Columbia Workforce Intermediary;
 10. Whether the EMPLOYER substantially complied with the relevant monthly reporting requirements set forth in this section;
 11. Whether the EMPLOYER has submitted and substantially complied with its most recent employment plan that has been approved by DOES; and
 12. Any additional documented efforts.

IX. MONITORING

- A. DOES is the District agency authorized to monitor and enforce the requirements of the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2 219.01 – 2.219.05), and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431). As a part of monitoring and enforcement, DOES may require and EMPLOYER shall grant access to Project sites, employees, and documents.
- B. EMPLOYER'S noncompliance with the provisions of this Agreement may result in the imposition of penalties.
- C. All EMPLOYER information reviewed or gathered, including social security numbers, as a result of DOES' monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.
- D. DOES shall monitor all Projects as authorized by law. DOES will:
 - 1. Review all contract controls to determine if the Beneficiary or EMPLOYER, including any Contractors or Subcontractors, are subject to the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011.
 - 2. Notify stakeholders and company officials and establish meetings to provide technical assistance involving the First Source Process.
 - 3. Make regular construction site visits to determine if the Prime or Subcontractors' workforce is in concurrence with the submitted Agreement and Monthly Compliance Reports.
 - 4. Inspect and copy certified payroll, personnel records and any other records or information necessary to ensure the required workforce utilization is in compliance with the First Source Law.
 - 5. Conduct desk reviews of *Monthly Compliance Reports*.
 - 6. Educate EMPLOYERS about additional services offered by DOES, such as On-the-Job training programs and tax incentives for EMPLOYERS who hire from certain categories.
 - 7. Monitor and complete statistical reports that identify the overall project, contractor, and subcontractors' hiring or hours worked percentages.
 - 8. Provide formal notification of non-compliance with the required hiring or hours worked percentages, or any alleged breach of the First Source Law to all contracting agencies, and stakeholders. ***(Please note: EMPLOYERS are granted 30 days to correct any alleged deficiencies stated in the notification.)***

X. PENALTIES

- A. Willful Breach of the Agreement by the EMPLOYER, failure to submit the contract compliance reports, deliberate submission of falsified data may result in DOES imposing a fine of 5% of the total amount of the direct and indirect labor costs of the Project, in addition to other penalties provided by law. Failure to meet the required hiring requirements or failure to receive good faith waiver may result in the Department of Employment Services

imposing a penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the Project for each percentage by which the beneficiary fails to meet the hiring requirements.

- B. EMPLOYERS who have been found in violation 2 times or more over a 10 year period may be debarred and/or deemed ineligible for consideration for Projects for a period of 5 years.
- C. Within 90 days of a Determination of a Penalty, the Beneficiary or Employer may appeal the violations or fines by filing a complaint with the Contract Appeals Board in accordance with D.C. Code §2-360.03 and §2-360.04.

I hereby certify that I have the authority to bind the EMPLOYER to this Agreement from the start of work on the Project, throughout the duration of the Project, and agree to all terms and conditions herein.

By:

Riad Kadissi
EMPLOYER Senior Official (Print)

11/14/24
Date

Signed by:

4220D090806E048D...
EMPLOYER Senior Official (Signature)

KADCON Corporation
Name of Company

1053 31st Street NW
Washington DC 20007
Address

202-944-9400
Telephone

rkadissi@kadcon.com
Email

Signature Department of Employment Services

Date



First Source Employment Plan



GOVERNMENT OF THE DISTRICT OF COLUMBIA

REVISED EMPLOYMENT PLAN

All Contracts between \$300,000 and \$5 million

**I. REVISED FIRST SOURCE EMPLOYMENT PLAN****GOVERNMENT-ASSISTED PROJECT/CONTRACT INFORMATION**

DISTRICT CONTRACTING AGENCY: University of the District of Columbia
 CONTRACTING OFFICER: Eddie Whitaker
 TELEPHONE NUMBER: _____
 TOTAL CONTRACT AMOUNT: 3,850,200
 EMPLOYER CONTRACT AMOUNT: _____
 PROJECT NAME: UDC Van Ness Parking Garage Structural Repair
 PROJECT ADDRESS: 4200 Connecticut Avenue
 CITY: Washington STATE: DC ZIP CODE: 20008
 PROJECT DESCRIPTION OF WORK: _____

 PROJECT START DATE: _____ PROJECT END DATE: _____
 EMPLOYER START DATE: _____ EMPLOYER END DATE: _____

EMPLOYER INFORMATION

EMPLOYER NAME: KADCON Corporation
 COMPANY NAME: KADCON Corporation
 EMPLOYER ADDRESS: 1053 31st Street NW
 CITY: Washington STATE: DC ZIP CODE: 20007
 TELEPHONE NUMBER: 202-944-9400 FEDERAL IDENTIFICATION NO.: 54-1697040
 CONTACT PERSON: Riad Kadissi
 TITLE: Chairman
 E-MAIL: rkadissi@kadcon.com TELEPHONE NUMBER: 202-944-9400
 EMPLOYER DESCRIPTION OF WORK: _____

GENERAL CONTRACTOR WILL MEET THE HIRING OR HOURS WORKED PERCENTAGES
 REQUIREMENTS FOR ENTIRE PROJECT ☐ OR PER EACH SUBCONTRACTOR ☒

A. EMPLOYMENT HIRING PROJECTIONS**ALL EMPLOYERS:**

Please indicate ALL new position(s) you will create as a result of the project. If you WILL NOT be creating any new employment opportunities, please complete the attached justification sheet with an explanation. Attach additional sheets as needed.

JOB TITLE		# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A					
B					
C					
D					
E					
F					
G					
H					

February 15, 2018



**GOVERNMENT OF THE DISTRICT OF COLUMBIA
REVISED EMPLOYMENT PLAN**



B. JUSTIFICATION SHEET: Please provide a detailed explanation of why the Employer will not have any new hires on the project.

KADCON does not anticipate hiring anyone for this project. KADCON's current employees are anticipated to run this project. this type of project required KADCON to assign employee who they know have experience and knowledge to perform the work. Moreover, those assigned staff member will remain on the project from commencement to closeout. should the status of KADCON staff changes, KADCON will comply with the requirements of the First Source Agreement and ensure that 51% of all hires are DC resident

This page to be completed by Employer

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Employer Initials

C. EMPLOYMENT PROJECTIONS

February 15, 2018



GOVERNMENT OF THE DISTRICT OF COLUMBIA
REVISED EMPLOYMENT PLAN



- I. Provide a timetable outlining the 51% Hiring of District Resident over the life of the project or contract and an associated hiring schedule.

At this time, KADCON does not anticipate hiring any employee to work on this project


- II. Provide descriptions of the skill requirements by job title or position, including industry æ recognized certifications required for the different positions.

The possible opening that may be created from this project are as follows: Project Engineer:
Assist with project buyout, submittals, reports, and documentation.
project Laborer: provide a daily site cleanup

- III. Provide a strategy to fill the 51% hiring of District residents requirement, including a component on communicating these requirements to contractors and subcontractors and a component on potential community outreach partnerships with the University of the District of Columbia, the University of the District of Columbia Community College, the Department of Employment Services, Jointly Funded Apprenticeship Programs, the District of Columbia Workforce Intermediary, or other government approved, community based job training providers.

Participate in DC job fairs-post opening on DC periodicals-post with Does-For subcontractor compliance include First Source requirements as part of the subcontractor Agreement

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Employer Initials

February 15, 2018



**GOVERNMENT OF THE DISTRICT OF COLUMBIA
REVISED EMPLOYMENT PLAN**



C. EMPLOYMENT PROJECTIONS (Continued)

- IV.** This strategy should include a remediation strategy to ameliorate any problems associated with meeting these 51% Hiring of District Resident requirements, including any problems encountered with contractors and subcontractors.

KADCON Corporation must remain in compliant with this agreement, therefore a senior level executive will be managed thorough monthly report and submission with DOES

- V.** The designation of a senior official from the Employer who will be responsible for implementing the hiring and reporting requirements.

Riad Kadissi, Chairman

- VI.** Provide descriptions of the health and retirement benefits that will be provided to District residents working on the project or contract.

Simple IRA
All Federal and District of Columbia Holiday paid
Health Insurance partially paid for by the individual

- VII.** Provide a strategy to ensure that District residents who work on the project or contract receive ongoing employment and training opportunities after they complete work on the job for which they were initially hired and a review of past practices in continuing to employ District residents from one project or contract to the next.

KADCON Corporation does not hire for only one project. if a hire is made, the person will be provided continual training and be placed on future project at the completion of the identified project

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February 15, 2018



**GOVERNMENT OF THE DISTRICT OF COLUMBIA
REVISED EMPLOYMENT PLAN**



D. EMPLOYMENT PROJECTIONS (continued)

- VIII.** Provide a strategy to hire graduates of District of Columbia Public Schools, District of Columbia Public Charter Schools, community-based job training providers, and hard-to-employ residents.

Should the need arise for hiring, KADCON Corporation will solicit all district of Columbia training provider and hiring assistance programs

- IX.** Please disclose past compliance with the First Source Employment Agreement Act of 1984 or the Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011 and the Davis-Bacon Act, where applicable, and the bidder or offeror's general District-resident hiring practices on projects or contracts completed within the last two (2) years.

Ballou SHS Field & Site Improvement-Full Compliance
Drew Elementary School - Full Compliance
UDC Van Ness Tennis Courts- Full Compliance
Lansburgh Park -Full Compliance

- X.** Please note that EMPLOYERS with construction projects must make payroll records available upon request at job sites to the contracting District of Columbia agency.

Acknowledged

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CURRENT EMPLOYEES: Please list the names, residency status and ward information of all current employees, including apprentices, trainees, and transfers from other projects, who will be employed on the Project. Attach additional sheets as needed.

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Employer Initials February 15, 2018



Potomac Falls Highschool



SBE Subcontracting Plan



SBE Subcontracting Plan FAQs & Checklist

This Checklist and FAQs are being provided to assist you in completing the SBE Subcontracting Plan. You must submit the Subcontracting Plan for all construction and non-construction contracts for government-assisted projects and for any application for a Class A Operator, Class B Operator, or Management Service Provider (MSP) license to be issued by the Office of Lottery & Gaming (OLG). You must adhere to all District laws regarding the requirements of Subcontracting Plans, the instructions on the SBE Subcontracting Plan (below), and any instructions provided by the procuring agency or OLG.

FREQUENTLY ASKED QUESTIONS

- **Who is required to complete an SBE Subcontracting Plan?**
 - All beneficiaries of construction or non-construction contracts for government-assisted projects in excess of \$250,000 must submit an SBE Subcontracting Plan unless the subcontracting requirement is otherwise fully waived by the Director of the Department of Small & Local Business Development. A partial waiver still requires an SBE Subcontracting Plan.
- **I am a CBE Prime Contractor doing 100% of the work under my contract, am I required to complete the SBE Subcontracting Plan?**
 - If a CBE Prime is selected as a beneficiary of a construction or non-construction contract and will perform 100% of the work, subcontracting is not required. If 100% of the work is performed by the CBE Prime, it shall attest to completing 100% of the work. However, if a CBE Prime subcontracts any portion of the work, 35% of the total amount subcontracted must be with an SBE. For example, if a CBE Prime receives a contract for \$1,000,000 and will perform only \$900,000 of the contract, 35% of the remaining \$100,000 (*i.e.*, \$35,000) must be subcontracted to qualified SBEs. The SBE Subcontracting Plan, based on this example, should be completed.
- **Will DSLBD credit 100% of a CBE's subcontract towards my subcontracting goal?**
 - DSLBD will only provide credit towards your subcontracting goal for work whereby a SBE provides a commercially useful function. For example, if a Prime contractor awards a \$100,000 contract to an SBE subcontractor to procure software licenses at \$95,000, and the remaining \$5,000 is paid to the SBE for obtaining those software licenses, only the \$5,000 will be credited towards the subcontracting goal. Any pass-thru costs or other work where the SBE is not providing a commercially useful function--with its own organization and resources--will not be credited.
- **Does my SBE Subcontracting Plan have to cover all options periods of the contract or solely the current performance period?**
 - The SBE Subcontracting Plan should only include information for the current period of performance. Thus, the SBE Subcontracting Plan should not represent anticipated option periods. A new subcontracting plan must be submitted and executed before the start of each period of performance.
- **The base period of my contract was awarded during the COVID-19 Public Health Emergency (*i.e.*, March 11, 2020, through November 5, 2021). What is my subcontracting requirement for my performance periods that fall outside of those dates?**
 - If the base period of your contract was awarded during the public health emergency, you are required to maintain a 50% subcontracting requirement for all options and extensions associated with that contract unless otherwise reduced or waived by the Director of DSLBD.
- **I do not believe I can meet the required 35% or 50% subcontracting requirement. What must I do to waive this requirement?**
 - If you believe you cannot achieve the required subcontracting requirements, you should communicate this concern to the contracting officer or other procuring staff before signing your contract. Only the Director of DSLBD can waive the subcontracting requirements, and DSLBD does not retroactively approve waivers. For instance, if a contract is executed before a final determination has been rendered by DSLBD's Director, you will be required to achieve the subcontracting requirement, or the contract may be voided, pursuant to District law.
 - The contracting officer is required to submit a waiver request to DSLBD for the contract **for each period of performance**. Beneficiaries are not permitted to submit a waiver request. DSLBD does not approve waivers retroactively; therefore, contracting officers and beneficiaries should ensure that the waiver is approved prior to executing the contract. Otherwise, the contract is **voidable** pursuant to District law.



➤ **Can I utilize any CBE to meet my subcontracting requirements or does it have to be an SBE specifically?**

If there are insufficient qualified SBEs to completely fulfill the subcontracting requirement, then the requirement may be satisfied by subcontracting a CBE; provided, that all reasonable efforts shall be made to ensure that qualified SBEs are significant participants in the overall subcontracting work.



SBE SUBCONTRACTING PLAN

INSTRUCTIONS: All construction & non-construction contracts for **government-assisted projects (agency contracts & private projects with a District subsidy)** over \$250,000, shall require at least 35% of the total dollar volume of the contract (i.e., the total amount of agency contract or total private project development costs) be subcontracted to Small Business Enterprises (SBE), and if insufficient qualified SBEs to Certified Business Enterprises (CBE). The SBE Subcontracting Plan must list all SBE and CBE subcontracts at every tier. Once the SBE Subcontracting Plan is submitted for agency contracts, options, and extension, it can only be amended by the Director of the Department of Small & Local Business Development

SUBMISSION OF CBE PLAN:

- ◇ For **agency** solicitations – submit to the agency with bid/proposal.
- ◇ For **agency** options & extensions – submit to the agency before an option or extension is exercised.
- ◇ For **public-private projects** – submit to DSLBD, the agency project manager, and with each quarterly report. As private projects may not have awarded all contracts at the time the District subsidy is granted, the SBE Subcontracting Plan may be submitted simultaneously with each quarterly report and list all SBE/CBE subcontracts executed by the time of submission.

CREDIT: For each subcontract listed on the SBE Subcontracting Plan, credit will only be given for the portion of the subcontract performed, at every tier, by an SBE/CBE using *its own organization and resources*. **COPIES OF EACH FULLY EXECUTED SUBCONTRACT WITH SBEs AND CBEs (AT EVERY TIER) MUST BE PROVIDED TO RECEIVE CREDIT.**

CERTIFICATION INFORMATION: Certification as a Local Business Enterprise (**LBE**) is a prerequisite to be certified in any additional business enterprise category within the CBE Program. The Small Business Enterprise (**SBE**) is a category of the Certification. However, not all CBEs have a Small Business Enterprise (SBE) category. If the subcontracting plan is with a CBE without the SBE category, the contract may not receive credit towards the subcontracting goal for work provided by the CBE if there were qualified SBEs that could have been utilized to completely fulfill the subcontracting requirement.

The certification number must include the **Local Business Enterprise (LBE)** and **Small Business Enterprise (SBE) categories**. i.e., Certification Number: **LSXXXXXXXXX2026**.

SUBCONTRACTING CREDIT PURSUANT D.C. LAW 24-39:

Pursuant to the Coronavirus Support Temporary Amendment Act of 2021 and the Public Emergency Extension and Eviction and Utility Moratorium Phasing Emergency Amendment Act of 2021, contracts awarded during the Public Health Emergency shall receive credit as follows:

- (1) For every dollar expended by a beneficiary with a resident-owned business, the beneficiary shall receive a credit for \$1.10 against the CBE minimum expenditure.
- (2) For every dollar expended by a beneficiary with a disadvantaged business enterprise, the beneficiary shall receive a credit for \$1.25 against the CBE minimum expenditure.
- (3) For every dollar expended by a beneficiary that uses a company designated as both a disadvantaged business enterprise and as a resident-owned business, the beneficiary shall receive a maximum credit for \$1.30 against the CBE minimum expenditure.

EXEMPTION: If the **Beneficiary (e.g., the Prime Contractor or Developer)** is a CBE and will perform the ENTIRE **government-assisted project** with *its own organization and resources* and will NOT subcontract any portion of the services and goods, then the CBE Beneficiary is not required to subcontract to SBEs.



SECTION 1. BENEFICIARY AND SOLICITATION/CONTRACT/SPORTS WAGERING APPLICANT INFORMATION

Section 1A. BENEFICIARY INFORMATION

Company: KADCON Corporation Contact #: 202-944-9400 Email address: rkadissi@kadcon.com
 Street Address: 1053 31st Street NW City/ State/ Zip Code: Washington, DC 20007
 Company's point of contact for agency contract, private project, or Sports Wagering Licensee:
 Point of Contact: Riad Kadissi Title: Chairman
 Contact #: 202-944-9400 Email address: rkadissi@kadcon.com
 Street Address: 1053 31st Street NW, Washington, DC 20007

Section 1B. SOLICITATION/CONTRACT/SPORTS WAGERING APPLICANT INFORMATION

Solicitation /Contract/ApplicantNo.: GF-2024-B-0033 Solicitation Due Date: 11/14/24
 Agency: University of the District of Columbia Total Dollar Amount of Contract: 3,850,200
 Total Value of **ALL** CBE Subcontracts:
 (Include all lower tiers)
 Please select all the applicable subcontracting requirements for this solicitation:
☒ 35% Subcontracting Requirement
☐ 50% Subcontracting Requirement
☐ DSLBD approved an adjusted subcontracting requirement:
 ➤ Adjusted Subcontracting Requirement: %
 I affirm that the value of all my CBE Subcontracts meets or exceeds the subcontracting requirement required under this solicitation or contract. Further, I understand that DSLBD will only provide credit towards my SBE Subcontracting Requirement for work whereby a CBE provided a commercially useful function with its own organization and resources.
☒ I AGREE
☐ I DISAGREE

Section 1C. CBE BENEFICIARY (ONLY COMPLETE IF THE BENEFICIARY IS A CERTIFIED BUSINESS ENTERPRISE)

If the Beneficiary is a Certified Business Enterprise, select all that apply and provide the following information:
☐ I am a CBE that **WILL** perform 100% of the contracting effort with my own organization and resources and will not subcontract any portion of the contract. Therefore, I am **NOT** required to submit an SBE Subcontracting Plan.
☒ I am a CBE that **WILL NOT** perform 100% of the contracting effort with my own organization and resources and will subcontract a portion of the contract. Therefore, I understand I am required to submit an SBE Subcontracting Plan (located in Section on 2) that demonstrates that the required subcontracting amount, as indicated above, will go to qualified CBEs.
Please include the percentage of the contract the CBE Prime will perform under the contract or project.
 ➤ The CBE Prime will self-perform % of the contract's total dollar volume of the contract or project.
Please provide the current CBE Certification Number of the CBE Prime.
 ➤ CBE Certification No. LSDX30215112021



CBE Subcontractor Company Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
SBE/CBE Point of Contact:			CBE Subcontractor Self-Performance Indicator:		
Name: <input type="text"/> Title: <input type="text"/> Telephone Number: <input type="text"/> Email Address: <input type="text"/>			<input type="checkbox"/> This CBE will perform the ENTIRE subcontract with its own organization and resources. <input type="checkbox"/> This CBE will subcontract a portion of the subcontract and will perform <input type="text"/> % of the subcontract's total dollar volume. NOTE: If the CBE will not self-perform 100% of the subcontract, it must list each lower-tier CBE subcontractor below.		
LOWER TIER CBE Subcontractor Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE	Tier (e.g., 1 st , 2 nd , 3 rd , 4 th , etc.)
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>

CBE Subcontractor Company Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
SBE/CBE Point of Contact:			CBE Subcontractor Self-Performance Indicator:		
Name: <input type="text"/> Title: <input type="text"/> Telephone Number: <input type="text"/> Email Address: <input type="text"/>			<input type="checkbox"/> This CBE will perform the ENTIRE subcontract with its own organization and resources. <input type="checkbox"/> This CBE will subcontract a portion of the subcontract and will perform <input type="text"/> % of the subcontract's total dollar volume. NOTE: If the CBE will not self-perform 100% of the subcontract, it must list each lower-tier CBE subcontractor below.		
LOWER TIER CBE Subcontractor Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE	Tier (e.g., 1 st , 2 nd , 3 rd , 4 th , etc.)



				function by the CBE	
			\$		
			\$		
			\$		
			\$		
			\$		

CBE Subcontractor Company Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE

SBE/CBE Point of Contact:	CBE Subcontractor Self-Performance Indicator:
Name: Title: Telephone Number: Email Address:	<input type="checkbox"/> This CBE will perform the ENTIRE subcontract with its own organization and resources. <input type="checkbox"/> This CBE will subcontract a portion of the subcontract and will perform % of the subcontract's total dollar volume. NOTE: If the CBE will not self-perform 100% of the subcontract, it must list each lower-tier CBE subcontractor below.

LOWER TIER CBE Subcontractor Name	Address	Certification No.	Price to be paid to the CBE Subcontractor	Description of subcontract scope of work to be performed that shall be for a commercially useful function by the CBE	Tier (e.g., 1 st , 2 nd , 3 rd , 4 th , etc.)
			\$		
			\$		
			\$		
			\$		
			\$		



AGENCY CONTRACT AWARD	PRIVATE PROJECT SUBSIDY AWARD
<p>Agency: <u>University of the District of Columbia</u> Prime Contractor: <u>KADCON Corporation</u> Contract Number: <u>GF-2024-B-0033</u> Date SBE Subcontracting Plan Accepted: _____ Date agency contract signed: _____</p> <p>Anticipated Start Date of Contract: _____ Anticipated End Date of Contract: _____</p> <p>Total Dollar Amount of Contract: \$ _____</p> <p><i>*Design-Build must include total contract amount for both design and build phase of the project.</i></p> <p>35% of the Total Contract Amount: \$ _____</p> <p>50% of Total Dollar Amount of Contract: \$ _____ (pursuant to D.C. Law 24-39)</p> <p>Total Amount of All SBE/CBE Subcontracts: \$ _____ (include every tier)</p> <p>(✓ if applies) <input type="checkbox"/> Base Period Contract – Option/Extension Period: _____ <input type="checkbox"/> Multi-year Contract First Year (Period) of Contract: _____ Current Year (Period) of Contract: _____ <input type="checkbox"/> Design-Build – Date of Guaranteed Contract: _____</p> <p><input type="checkbox"/> Check if prime contractor is a CBE and will perform the ENTIRE government-assisted project (agency contract) with <i>its own organization and resources and NOT subcontract any portion of the services or goods.</i></p>	<p>Agency Providing Subsidy: _____ District Subsidy: _____ Developer: _____ Amount of District Subsidy: _____ Date District Subsidy Provided/ contract signed: _____</p> <p>Anticipated Start Date of Project: _____ Anticipated End Date of Project: _____</p> <p>Project Name: _____ Project Address: _____</p> <p>Total Development Project Budget: \$ _____ (include pre-construction and construction costs)</p> <p>35% of the Total Development Project Budget: \$ _____</p> <p>50% of Total Dollar Amount of Contract: \$ _____ (pursuant to D.C. Law 24-39)</p> <p>Total Amount of All SBE/CBE Subcontracts: \$ _____ (include every lower tier)</p> <p><input type="checkbox"/> Check if developer is a CBE and will perform the ENTIRE government-assisted project (private project) with <i>its own organization and resources and NOT subcontract any portion of services or goods.</i></p>
<input type="checkbox"/> AGENCY CONTRACTING OFFICER'S AFFIRMATION OR <input type="checkbox"/> AGENCY PROJECT MANAGER'S AFFIRMATION (✓ which applies)	
<p>The below Agency Contracting Officer or Agency Project Manager affirms the following (✓ to affirm):</p> <p><input type="checkbox"/> If the Beneficiary is a CBE, DSLBD was contacted to confirm Beneficiary's CBE certification.</p> <p><input type="checkbox"/> The fully executed Contract (Base or Option or Extension or Multi-Year) or subsidy document, between the Beneficiary and Agency, was emailed to DSLBD at Compliance.Enforcement@dc.gov within five (5) days of signing:</p> <p><input type="checkbox"/> FOR AGENCY CONTRACT the SBE Subcontracting Plan, submitted by Beneficiary, was emailed to DSLBD at Compliance.Enforcement@dc.gov within five (5) days of signing the contract between the Beneficiary and Agency.</p> <p>_____ Name of Agency Contracting Officer or Agency Project Manager</p> <p>_____ Title of Agency Contracting Officer or Agency Project Manager</p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <p>_____ <b style="color: red;">Signature</p> </div> <div style="width: 45%;"> <p>_____ <b style="color: red;">Date</p> </div> </div>	



Turkey Thicket Recreation Center



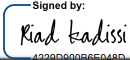
GOVERNMENT OF THE DISTRICT OF COLUMBIA

OFFER BOND (See Instructions on 2 nd page)	Date Bond Executed: October 17, 2024 (Must Not be Later Than Offer Opening Date)			
PRINCIPAL (Legal Name and Address) Kadcon Corporation 1053 31st Street, NW Washington, DC 20007	TYPE OF ORGANIZATION ("X")			
	<input type="checkbox"/> INDIVIDUAL		<input type="checkbox"/> PARTNERSHIP	
	<input type="checkbox"/> JOINT VENTURE		<input checked="" type="checkbox"/> CORPORATION	
	STATE OF INCORPORATION VA			
SURETY(IES) (Name(s) and Address(es)) Nationwide Mutual Insurance Company One West Nationwide Blvd., 1-14-301 Columbus, OH 43215-2220	PENAL SUM OF BOND Five Percent of Amount Bid			
	AMOUNT NOT TO EXCEED			5% OF OFFER 5%
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	
	OFFER IDENTIFICATION			
	OFFER OPENING DATE October 17, 2024		INVITATION NO. GF-2024-B-0033	

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the offer identified above. NOW THEREFORE, if the Principal shall not withdraw said offer within the period specified therein after the receipt of the same, or, no period be specified, within ninety (90) calendar days after said receipt, and shall within the period specified therefore, or, if no period be specified, within ten (10) calendar days after being called upon to do so, furnish Performance & Payment Bonds with good and sufficient surety, as may be required, for the faithful performance and proper fulfillment of the Contract, and for the protection of all persons supplying labor and material in the prosecution of the work provided for in such Contract or, in the event of withdrawal of said offer, within the period specified, or the failure to furnish such bond within the time specified, if the Principal shall pay the District the difference between the amount specified in said offer and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue. Each Surety executing this bond hereby agrees that its obligation shall not be impaired by extension(s) of time for acceptance of the offer that the Principal may grant to the District, notice of which extension(s) to Surety (ies) being hereby waived: Provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the offer.

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




PRINCIPAL Kadcon Corporation		
1. SIGNATURE	1. ATTEST	Corporate Seal
Seal		
Name & Title (typed)	Name & Title (typed)	
Riad Kadissi, Chairman <div>Signed by:  423009009650450</div>		
2. SIGNATURE	2. ATTEST	Corporate Seal
Seal		
Name & Title (typed)	Name & Title (typed)	

CERTIFICATE AS TO CORPORATION

I, _____, certify that I am _____,
Secretary of the Corporation, named as Principal herein, that _____, who signed this bond, on
behalf of the Principal, was then of said Corporation; that I know his signature, and his signature thereto is genuine; that said bond
was duly signed and sealed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its
corporate powers.

Secretary of Corporation

SURETY(IES)

1. Name & Address (typed) Nationwide Mutual Insurance Company One West Nationwide Blvd., 1-14-301, Columbus, OH 43215-2220	State of Inc. OH	Liability Limit 100%	Corporate Seal 
Signature of Attorney-in-Fact 	Attest (Signature) 		
Name & Address (typed) Chad Jones, Attorney-in-Fact 8200 Greensboro Drive, 10th Floor, McLean, VA 22102	Name & Address (typed) Laurie Daugherty 8200 Greensboro Drive, 10th Floor, McLean, VA 22102		

1. Name & Address (typed)	State of Inc.	Liability Limit	Corporate Seal
Signature of Attorney-in-Fact	Attest (Signature)		
Name & Address (typed)	Name & Address (typed)		

INSTRUCTIONS

1. This form shall be used whenever a offer guaranty is required in connection with construction, alteration and repair work.
2. Corporations name should appear exactly as it does on Corporate Seal and inserted in the space designated "Principal" on the face of this form. If practicable, bond should be signed by the President or Vice President; if signed by other official, evidence of authority must be furnished. Such evidence should be in the form of an Extract or Minutes of a Meeting of the Board of Directors, or Extract of Bylaws, certified by the Corporate Secretary, or Assistant Secretary and Corporate Seal affixed thereto. CERTIFICATE AS TO CORPORATION must be executed by Corporate Secretary or Assistant Secretary.
3. Corporations executing the bond as sureties must be among those appearing on the U. S. Treasury Department's List of approved sureties and must be acting within the limitations set forth therein, and shall be licensed by the Insurance Administration, Department of Consumer and Regulatory Affairs, to do business in the District of Columbia. The surety shall attach hereto an adequate Power-Of-Attorney for each representative signing the bond.
4. Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the word "seal", two witnesses must be supplied, and their addresses, under the word "attest". If executed in Maine or New Hampshire, an adhesive seal shall be affixed.
5. Names of all partners must be set out in body of bond form, with the recital that they are partners composing a firm, naming it, and all members of the firm shall execute the bond as individuals. Each signature must be witnessed by two persons and addresses supplied.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



Certification to Furnish Performance & Payment Bond

Dear Sir/Madam:

By virtue of this notice, Nationwide Mutual Insurance Company hereby certify, that we will furnish the required Performance & Payment Bond in the amount of the submitted bid or a maximum of \$3,400,000.00 dollars if Kadcon Corporation (General Contractor) is successfully awarded the contract for the Van Ness Parking Garage Emergency Structural Repairs.

This required Bond shall be furnished in compliance with the stipulations of the contract document. This guarantee shall remain valid and irrevocable for a period of one hundred and twenty (120) days from the date of bid submission.

IN WITNESS WHEREOF, we have hereunto set our hands with the intent to be legally binding.

Name of agent: McGriff Insurance Services, LLC

Address of agent: 8200 Greensboro Drive, 10th Floor, McLean, VA 22102

Contact Phone: 703-352-2222 Email: Chad.Jones@McGriff.com

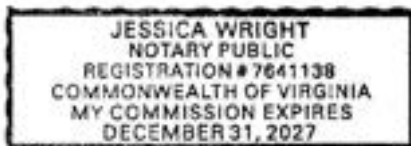
Chad Jones CW f
Type or Print Name Signature

PLEASE NOTE: The person affixing his/her signature herein MUST be authorized to sign for the company.

Sworn to before me this 17th day of October 20 24

Jessica Wright
Notary Public
Jessica Wright

December 31, 2027
My commission expires



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Chad Jones

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

Surety Bond Number: Bid Bond
Principal: Kadcon Corporation
Obligee: Government of the District of Columbia

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

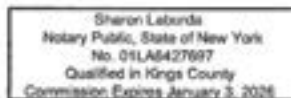


Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

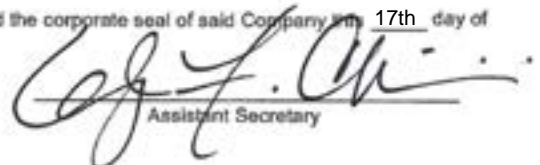


Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimentil, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.


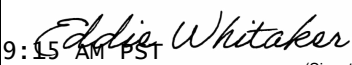
IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company on the 17th day of October, 2024.



Assistant Secretary



KADCON

Addenda

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages	
1			5		
2. Amendment/Modification Number GF-2024-B-0033_001	3. Effective Date September 20, 2024	4. Requisition/Purchase Request No.	5. Solicitation Caption Van Ness Parking Garage Emergency Structural Repairs		
6. Issued By: University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW, Room C01, Building 38 Washington, DC 20008		Code	7. Administered By (If other than line 6) University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW, Room C01, Building 38 Washington, DC 20008		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			(X)	9A. Amendment of Solicitation No. GF-2024-B-0033	
				9B. Dated (See Item 11)	
				10A. Modification of Contract/Order No.	
				10B. Dated (See Item 13)	
Code		Facility			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
X The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. X is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
	A. This change order is issued pursuant to: (Specify Authority)				
	The changes set forth in Item 14 are made in the contract/order no. in item 10A.				
	B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.				
	C. This supplemental agreement is entered into pursuant to authority of:				
	D. Other (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, X is required to sign this document and return <u>1</u> copy to the issuing office.					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) Solicitation No. GF-2024-B-0033 for the Van Ness Parking Garage Emergency Structural Repairs is hereby amended as follows: 1. Pre-bid conference sign-in sheet. (Attachment A) 2. Pre-bid site visit: 1:00 P.M. October 3, 2024 (Attachment B) 3. Drawings & Specifications: Email Michiko Gadson at mgadson@udc.edu. All other terms and condtions remain unchanged.					
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect					
15A. Name and Title of Signer (Type or print) Riad Kadissi , Chairman			16A. Name of Contracting Officer Eddie Whitaker		
15B. Name of Contractor KADCON Corporation		15C. Date Signed 11/14/2024	16B. District of Columbia 9:15 AM PST		16C. Date Signed 9-26-24
Signed by:  4229D900B6E048D... (Signature of person authorized to sign)		 (Signature of Contracting Officer)			

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number		Page of Pages			
					15			
2. Amendment/Modification Number		3. Effective Date		4. Requisition/Purchase Request No.		5. Solicitation Caption		
GF-2024-B-0033_002		See item 16C				Van Ness Parking Garage Emergency Structural Repairs		
6. Issued By: University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW, Room C01, Building 38 Washington, DC 20008				7. Administered By (If other than line 6) University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW, Room C01, Building 38 Washington, DC 20008				
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)				(X)			9A. Amendment of Solicitation No. GF-2024-B-0033	
							9B. Dated (See Item 11)	
							10A. Modification of Contract/Order No.	
							10B. Dated (See Item 13)	
Code		Facility						
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS								
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.								
12. Accounting and Appropriation Data (If Required)								
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14								
A. This change order is issued pursuant to: (Specify Authority)								
The changes set forth in Item 14 are made in the contract/order no. in item 10A.								
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.								
C. This supplemental agreement is entered into pursuant to authority of:								
D. Other (Specify type of modification and authority)								
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copy to the issuing office.								
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) Solicitation No. GF-2024-B-0033 for the Van Ness Parking Garage Emergency Structural Repairs is hereby amended as follows: 1. Site visit sign-in sheet. (Attachment A) 2. Plan-holder's List (Attachment B) 3. The submission of questions are due by 3:00 P.M. Friday, October 10, 2024. 4. The submission of bids are due by 2:00 P.M. Thursday, October 31, 2024. All other terms and condtions remain unchanged.								
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect								
15A. Name and Title of Signer (Type or print) Riad Kadissi , Chairman				16A. Name of Contracting Officer Eddie Whitaker				
15B. Name of Contractor KADCON Corporation		15C. Date Signed 11/14/2024		16B. District of Columbia 9:15 AM PST		16C. Date Signed 10/7/2024		
Signed by:  4229D900B6ED48D (Signature of person authorized to sign)		(Signature of Contracting Officer)						

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number		Page of Pages			
					11			
2. Amendment/Modification Number		3. Effective Date		4. Requisition/Purchase Request No.		5. Solicitation Caption		
GF-2024-B-0033_003		See item 16C				Van Ness Parking Garage Emergency Structural Repairs		
6. Issued By: University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW, Room C01, Building 38 Washington, DC 20008				Code			7. Administered By (If other than line 6) University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW, Room C01, Building 38 Washington, DC 20008	
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)				(X)		9A. Amendment of Solicitation No.		
						GF-2024-B-0033		
						9B. Dated (See Item 11)		
						10A. Modification of Contract/Order No.		
						10B. Dated (See Item 13)		
Code		Facility						
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS								
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.								
12. Accounting and Appropriation Data (If Required)								
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14								
A. This change order is issued pursuant to: (Specify Authority)								
The changes set forth in Item 14 are made in the contract/order no. in item 10A.								
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.								
C. This supplemental agreement is entered into pursuant to authority of:								
D. Other (Specify type of modification and authority)								
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copy to the issuing office.								
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) Solicitation No. GF-2024-B-0033 for the Van Ness Parking Garage Emergency Structural Repairs is hereby amended as follows: 1. The submission of bids has been extended to November 14, 2024. All other terms and condntions remain unchanged.								
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect								
15A. Name and Title of Signer (Type or print) Riad Kadissi , Chairman				16A. Name of Contracting Officer Eddie Whitaker				
15B. Name of Contractor KADCON Corporation		15C. Date Signed 11/14/2024		16B. District of Columbia 9:15 AM EST		16C. Date Signed 10-28-24		
Signed by: Riad Kadissi 4229D900B6E048D... (Signature of person authorized to sign)				Eddie Whitaker (Signature of Contracting Officer)				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number		Page of Pages			
					11			
2. Amendment/Modification Number		3. Effective Date		4. Requisition/Purchase Request No.		5. Solicitation Caption		
GF-2024-B-0033_004		See item 16C				Van Ness Parking Garage Emergency Structural Repairs		
6. Issued By: University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW, Room C01, Building 38 Washington, DC 20008				7. Administered By (If other than line 6) University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW, Room C01, Building 38 Washington, DC 20008				
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)				(X)			9A. Amendment of Solicitation No. GF-2024-B-0033	
							9B. Dated (See Item 11)	
							10A. Modification of Contract/Order No.	
							10B. Dated (See Item 13)	
Code		Facility						
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS								
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.								
12. Accounting and Appropriation Data (If Required)								
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14								
A. This change order is issued pursuant to: (Specify Authority)								
The changes set forth in Item 14 are made in the contract/order no. in item 10A.								
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.								
C. This supplemental agreement is entered into pursuant to authority of:								
D. Other (Specify type of modification and authority)								
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copy to the issuing office.								
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) Solicitation No. GF-2024-B-0033 for the Van Ness Parking Garage Emergency Structural Repairs is hereby amended as follows: 1. Question and Answers (Attachment A). All other terms and condtions remain unchanged.								
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect								
15A. Name and Title of Signer (Type or print) Riad Kadissi, Chairman				16A. Name of Contracting Officer Eddie Whitaker				
15B. Name of Contractor KADCON Corporation		15C. Date Signed 11/14/2024		16B. District of Columbia 9:15 AM PST		16C. Date Signed 11-6-24		
Signed by: Riad Kadissi 4729D900B6E0480 (Signature of person authorized to sign)				Eddie Whitaker (Signature of Contracting Officer)				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number		Page of Pages			
					11			
2. Amendment/Modification Number		3. Effective Date		4. Requisition/Purchase Request No.		5. Solicitation Caption		
GF-2024-B-0033_005		See item 16C				Van Ness Parking Garage Emergency Structural Repairs		
6. Issued By: University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW, Room C01, Building 38 Washington, DC 20008				7. Administered By (If other than line 6) University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW, Room C01, Building 38 Washington, DC 20008				
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)				(X)			9A. Amendment of Solicitation No. GF-2024-B-0033	
							9B. Dated (See Item 11)	
							10A. Modification of Contract/Order No.	
							10B. Dated (See Item 13)	
Code		Facility						
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS								
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.								
12. Accounting and Appropriation Data (If Required)								
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14								
A. This change order is issued pursuant to: (Specify Authority)								
The changes set forth in Item 14 are made in the contract/order no. in item 10A.								
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.								
C. This supplemental agreement is entered into pursuant to authority of:								
D. Other (Specify type of modification and authority)								
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copy to the issuing office.								
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) Solicitation No. GF-2024-B-0033 for the Van Ness Parking Garage Emergency Structural Repairs is hereby amended as follows: 1. The bid opening will be held at 2:00 PM on November 14, 2024. The new login information is: Dial in by phone: +1 206-413-8593 Phone conference ID: 378 122 590# All other terms and condtions remain unchanged.								
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect								
15A. Name and Title of Signer (Type or print) Riad Kadissi, Chairman				16A. Name of Contracting Officer Eddie Whitaker				
15B. Name of Contractor KADCON Corporation		15C. Date Signed 11/14/2024 9:15 AM		16B. District of Columbia		16C. Date Signed 11-7-24		
Signed by: Riad Kadissi 4229D900B6E048D... (Signature of person authorized to sign)				Eddie Whitaker (Signature of Contracting Officer)				

Fiscal Impact Statement

TO: The Board of Trustees
FROM: Managing Director of Finance *David A. Franklin*
DATE: February 11, 2025
SUBJECT: GF-2024-B-0033, “Van Ness Parking Garage Emergency Structural Repairs”

Conclusion

It has been concluded that the University has sufficient funding in the FY2025 Capital Construction Budget to fund the \$3,850,200.00 costs to complete the general contractor construction services on the “Van Ness Parking Garage Emergency Structural Repairs” project at the Van Ness Campus.

Background

The University’s mission of providing educational programs that encourage, promote, and increase student enrollment and student retention will be enhanced by this completed project. The “Van Ness Parking Garage Emergency Structural Repairs” project will complete required emergency repairs critical to a safe parking infrastructure at the University’s Van Ness Campus.

This project was issued in a solicitation to certified businesses only. The low bid contract amount of \$3,850,200.00 is for all costs to complete construction activities as detailed in the construction documents, including a phased construction sequence that will minimally disrupt parking while completing the required structural repairs.

Financial & Risk Assessment

Based on the information provided there are no known risks to the University at this time.