

ATTACHMENT J.11

SOLICITATION, OFFER, AND AWARD		1. Caption Demolition and Build-Out Courts Interim Security Office & Wellness Center (and a portion of the adjacent Secure Corridor)			Page of Pages	
					1	1
2. Contract Number	3. Solicitation Number CPFMD-17-1109	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency		5. Date Issued 11-10-16	6. Type of Market <input checked="" type="checkbox"/> Open - Construction, Building (General Construction, etc.) <input type="checkbox"/> Set Aside	
7. Issued By COURTS OF COLUMBIA COURTS CAPITAL PROJECTS DIVISION PROCUREMENT AND CONTRACTS BRANCH 616 H STREET, N.W., ROOM 622 WASHINGTON, D.C. 20001		8. Address Offer to: COURTS OF COLUMBIA COURTS CAPITAL PROJECTS DIVISION PROCUREMENT AND CONTRACTS BRANCH 616 H STREET, N.W., ROOM 622 WASHINGTON, D.C. 20001				

NOTE: In sealed bid solicitations "offer" or "Contractor" means "bid or "bidder"

SOLICITATION

9. Sealed offers in original and 6 copies for furnishing the items in the Schedule will be submitted to the address listed above in Section 8; at the attention of Ms. Monica I. Wilkerson, not later than 3:00 p.m.(est.) local time December 19, 2016

(Hour) (Date)

CAUTION: See L.4-- **PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS.** All offers are subject to all terms & conditions contained in solicitation.

10. For Information Contact	A. Name		B. Telephone			C. E-mail Address
	Monica I. Wilkerson		(Area Code)	(Number)	(Ext)	Monica.Wilkerson@dcsc.gov

11. Table of Contents

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Total Proposed Contract Amount (from page 2 – Price Schedule)

\$

12. In conjunction with the above, the undersigned agrees, if this offer is accepted within 120 calendar days from the receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment	10 Calendar days %	20 Calendar days %	30 Calendar days %	___ Calendar days %
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14. Acknowledgement of Amendments (The Contractor acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Contractor	16. Name and Title of Person Authorized to Sign Offer/Contract		
15B. Telephone (Area Code) (Number) (Ext)	<input type="checkbox"/> 15 C. Check if remittance address is different from above – Refer to section G	17. Signature	18. Award Date

AWARD (TO BE COMPLETED BY THE DC COURTS)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation/Certification of Funding date:
22. Name of Contracting Officer (Type or Print) Dr. Cheryl Bailey	23. Signature of Contracting Officer (Courts)	24. Award Date

All written communications regarding this solicitation should be **addressed** to the Contracting Officer at the mailing address listed on page 1.
All communications should be **directed** by e-mail to: Monica.Wilkerson@dcsc.gov
This solicitation is an **OPEN MARKET** procurement.

BID/OFFER FORM

CPFMD #17-1109

Interim Security Office and Wellness Center
DC Courts, CPFMD
616 H Street, NW, Suite 622
Washington, DC 20001

SUBMITTED BY DATE _____

District of Columbia Courts
Capital Projects and Facilities Management Division
616 H Street, NW; 6th Floor, Suite 622
Washington, DC20001

Attention: Mr. Monica Wilkerson

We the undersigned, having visited the site and carefully examined the conditions affecting the Work, the RFP, and all solicitation materials prepared by the DC Courts do hereby propose to construct the above referenced Project in accordance with the Solicitation package dated **November 10, 2016.**

1. ACKNOWLEDGMENT OF AMENDMENTS

The Bid/Offorer acknowledges receipt of Amendments to the solicitation and related documents numbered and dated as follows:

AMENDMENTNO.	DATE

2. BASE BID/OFFER

We propose to construct the above referenced Work described in the Contract Documents, in accordance with the above described terms for the Project for the Stipulated Sum of:

Dollars (\$) and as further detailed on the Offer Breakdown Sheet attached to this solicitation.

3. TIME FOR COMPLETION OF THE WORK

We agree to commence Work within ten (10) consecutive calendar days after issuance of notice to proceed and to achieve Substantial Completion of the entire Work within _____ consecutive calendar days from such issuance date.

4. ALTERNATES

We agree that the amounts indicated below shall be added to or deducted from the Base Bid/Offer, as the case may be, for each alternate that is selected by the DC Courts as specified.

ALTERNATE

ADD/(DEDUCT)

[Insert List]

5. UNIT PRICES

We agree that the unit prices as listed herein will apply in the event that changes involving additions to or deductions from the Work to be performed under the Contract are authorized by a written order from the DC Courts to the Contractor, in accordance with the provisions of the General Conditions, and that the unit prices are based on providing all Work complete in place in accordance with the applicable requirements of the Contract Documents, including all of the Contractor's and Subcontractors' complete costs, expenses, overhead and profit.

We understand that the DC Courts reserves the right to accept or reject any or all of the unit prices prior to the execution of the Contract.

ITEM

UNIT

ADD

DEDUCT

[Insert List]

6. ACCEPTANCE OF PROPOSAL

We agree that this Bid/Offer may be held by the DC Courts for a period not exceeding one hundred twenty (120) calendar days from date stated for the receipt of Bid/Offers.

If written notice of the acceptance of this Bid/Offer is mailed or delivered to the undersigned within the time noted above, after the date of the opening of Bid/Offers, or at any time thereafter before this Bid/Offer is withdrawn, the undersigned agrees that he will execute and deliver a construction Contract in the form specified in accordance with the Bid/Offer as accepted within 10 days (unless a longer period is allowed).

The undersigned further agrees that he will furnish a Performance Bond and Payment Bond written on the attached DC Courts bond forms, with such surety or sureties as the DC Courts may accept, within 3 days of the date of the construction Contract (unless a longer period is allowed). It is understood that the Contractor will pay for the premium for the bonds, the cost of which is included in the Base Bid/Offer.

It is understood and agreed that the DC Courts reserves the right to award the Contract to his best interests, to reject any or all Bid/Offers, to waive any informalities in soliciting, and to hold all Bid/Offers for the period noted above.

7. BID/OFFER SECURITY

The Bid/Offer Bond in the amount of \$_____ is attached hereto in accordance with the requirements of the Instructions to Bidders. A Bid Bond is required on all proposals greater than \$100,000. The percentage rate is 10%.

8. PERFORMANCE BOND AND PAYMENT BOND

Within ten (10) calendar days after receipt of a notice of intent to award, the Bidder/Offeror shall furnish two bonds, each with good and sufficient surety or sureties acceptable to the Owner, furnished; namely a performance bond and a payment bond. The penal sums of such bonds will be as follows:

Payment Bond: The penal sum of the payment bond shall be equal to one hundred percent (100%) of the total contract price. In no event shall the amount of the payment security fall below 40% of any increase in the total contract price.

Performance Bond: The penal sum of the performance bond shall be in an amount of not less than one hundred percent (100%) of the total amount of the contract price. When a contract price is increased, the performance bond shall be equal to 100% of the increase in the contract price.

Attached hereto is a certificate from a recognized surety stating that we can be bonded in accordance with the requirements of the Contract Documents to cover the faithful performance of the Contract and the payment of all obligations arising there under in the full amount of the Contract Sum and further stating that the bonds shall be written on the attached Performance Bond and Payment Bonds.

We have included \$ in the Base Bid/Offer for the cost of the premium of the Performance Bond and Payment Bond.

9. BUY AMERICAN CERTIFICATION

The Bidder/Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in General Conditions of the Contract for Construction), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

EXCLUDED END PRODUCTS

COUNTRY OF ORIGIN

10. OFFICERS NOT TO BENEFIT CERTIFICATION

Each Bidder/Offeror shall check one of the following:

- () (a) No person listed in Article 17 of the General Conditions of the Contract for Construction will benefit from this contract
- () (b) The following person(s) listed in General Conditions of the Contract for Construction may benefit from this contract. For each person listed, attach the written documentation required by the General Conditions of the Contract for Construction.

11. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature on the Bid/Offer is considered to be a certification by the signatory that:
1. The prices in this Bid/Offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Bidder/Offeror or competitor relating to the following:
 - i. Those prices,
 - ii. The intention to submit an Bid/Offer, or
 - iii. The methods or factors used to calculate the prices in this Bid/Offer;
 2. The prices in this Bid/Offer 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/Offer opening unless otherwise required by law; and
 3. 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 Bid/Offer for the purpose of restricting competition.
- (b) Each signature on the Bid/Offer is considered to be a certification by the signatory that the signatory;
1. Is the person in the Bidder/Offeror's organization responsible for determining the prices being offered in this Bid/Offer, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 2. As follows:
 - i. Has been authorized, in writing, to act as agent for the following principles in certifying that those principals have not participated, and Will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

_____ (Insert full name or person(s) in the organization responsible for determining the prices offered in this Bid/Offer and the title of his or her position in the Bidder/Offeror's organization)
 - ii. As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - iii. As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.
- (c) If Bidder/Offeror deleted or modified subparagraph (a) (2) above, the Bidder/Offeror must furnish with its Bid/Offer a signed statement setting forth in detail the circumstances of the disclosure.

12. PAYMENT IDENTIFICATION NUMBER

The DC Courts utilizes an automated vendor database. All firms are required to submit their Federal Tax Identification Number. Individuals must submit their social security numbers.

Federal Tax Identification Number: _____

Or

Social Security Number: _____

Legal Name of Entity Assigned this Number: _____

Street Address and/or Mailing Address: _____

City, State, and Zip Code: _____

Type of Business: _____

Telephone Number: _____

PAYMENTS UNDER TERMS OF ANY CONTRACT RESULTING FROM THIS SOLICITATION WILL BE HELD IN ABEYANCE PENDING RECEIPT OF A VALID FEDERAL TAX IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER.

13. SIGNATURE OF BIDDER/OFFEROR

Bidder/Offeror: _____
(Firm Name)

By: _____

Title: _____

(Business Address)

State of Incorporation: _____

Names and Addresses of Officers:

President: _____

(Business Address)

Secretary: _____

(Business Address)

Treasurer: _____

(Business Address)

Date: _____

END OF DOCUMENT

CPFMD 17-1109 Interim Security Office and Wellness Center

Bid / Offer Breakdown Sheet - By Division

Please explain this column

DIVISION	ITEM	COST	COST / SF	% OF TOTAL	SECTION TOTAL
Division 1 General Requirements					
Division 2 Site Work					
Division 3 Concrete					
Division 4 Masonry					
Division 5 Metals					
Division 6 Wood, Plastics, & Composites					

CPFMD 17-1109 Interim Security Office and Wellness Center

Bid / Offer Breakdown Sheet - By Division

Please explain this column

DIVISION	ITEM	COST	COST / SF	% OF TOTAL	SECTION TOTAL
Division 7 Thermal & Moisture Protection					
Division 8 Openings [Doors & Windows]					

CPFMD 17-1109 Interim Security Office and Wellness Center

Bid / Offer Breakdown Sheet - By Division

Please explain this column

DIVISION	ITEM	COST	COST / SF	% OF TOTAL	SECTION TOTAL
Division 9 Finishes					
Division 10 Specialties					
Division 11 Equipment					
Division 12 Furnishings					
Division 13 Special Construction					
Division 14 Conveying Equipment					

CPFMD 17-1109 Interim Security Office and Wellness Center

Bid / Offer Breakdown Sheet - By Division

Please explain this column

DIVISION	ITEM	COST	COST / SF	% OF TOTAL	SECTION TOTAL
Division 21 Fire Suppression					
Division 22 Plumbing					

Attachment J.13
 Bid / Offer Breakdown Sheet - By Division

CPFMD 17-1109 Interim Security Office and Wellness Center

Please explain this column

DIVISION	ITEM	COST	COST / SF	% OF TOTAL	SECTION TOTAL
Division 23 HVAC					
Division 26 Electrical					
Division 27 Communications					
Division 28 Electronic Safety & Security					
Division 31 Earthwork					
Division 32 Exterior Improvements					
Division 33 Utilities					

CPFMD 17-1109 Interim Security Office and Wellness Center

Bid / Offer Breakdown Sheet - By Division

Please explain this column

DIVISION	ITEM	COST	COST / SF	% OF TOTAL	SECTION TOTAL
Division 34 Transportation					
Division 35 Waterway & Marine					
Division 41 Material Processing & Handling Equipment					
Division 44 Pollution Control Equipment					

CPFMD 17-1109 Interim Security Office and Wellness Center

Bid / Offer Breakdown Sheet - By Division

Please explain this column

DIVISION	ITEM	COST	COST / SF	% OF TOTAL	SECTION TOTAL
Other Allowances					
Miscellaneous					
SUBTOTAL [Direct Costs]					
Overhead					
Contractor Fee					
Insurance					
Payment & Performance Bond					
TOTAL					
Total Project Area (RSF)					
Total Project Cost / SF					

BID/OFFER BOND FORM

Interim Security Office and Wellness Center

CPFMD-17-1109

DISTRICT OF COLUMBIA COURTS

BID/OFFER BOND (See Instructions on 2 nd page)	Date Bond Executed: (Must Not be Later Than Bid/Offer 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			20% OF BID/ OFFER
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	
	BID/OFFER IDENTIFICATION			
	BID/OFFER OPENING DATE		INVITATION NO.	
			CPFMD-17-1109	

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety(ies) hereto are firmly bound to the District of Columbia Courts, hereinafter called "the Courts", 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, which whereas the Principal has submitted the Bid/Offer identified above. NOW THEREFORE, if the Principal shall not withdraw said Bid/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 Bid/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 Bid/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 Bid/Offer that the Principal may grant to the Court, 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/Offer.

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

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)	

Interim Security Office and Wellness Center

CPFMD-17-1109

DISTRICT OF COLUMBIA COURTS

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)	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	
Signature of Attorney-in-Fact	Attest (Signature)		
Name & Address (typed)	Name & Address (typed)		

INSTRUCTIONS

1. This form shall be used whenever a Bid/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.

PAYMENT BOND (CONSTRUCTION) <small>(See Instructions on Reverse)</small>		Date Bond Executed (Must be same or later than date of Contract)		
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			
SURETY (IES) (Name(s) and Address(es))	PENAL SUM OF BOND			
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
	CONTRACT DATE		CONTRACT NUMBER	
		CPFMD-17-1109		
<p>KNOW ALL MEN BY THESE PRESENTS. That we, the Principal and Surety(ies) hereto are firmly bounds to the District of Columbia Courts, hereinafter called the Courts, 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 Courts 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 Courts from any and all claims, delays, suits, costs, charges, damages, counsel fees, judgments and decrees to which the Courts 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 WHEREOF, the Principal and Surety (ies) have executed this performance bond and have affixed their seals on the date set forth above.</p>				
PRINCIPAL				
1. Signature <div style="text-align: right; font-size: small;">(Seal)</div>	1. Attest Name & Title (typed)		Corporate Seal	
2. Signature <div style="text-align: right; font-size: small;">(Seal)</div>	2. Attest Name & Title (typed)			
			Corporate Seal	

SURETY (IES)

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

BOND PREMIUM

Rate Per Thousand	Total Premium	Name & Address of Agency or Agent Receiving Commission
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Approved By:

Dr. Cheryl R. Bailey

Contracting Officer

INSTRUCTIONS

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

PERFORMANCE BOND (CONSTRUCTION) <small>(See Instructions on Reverse)</small>		Date Bond Executed (Must be same or later than date of Contract)		
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			
SURETY (IES) (Name(s) and Address(es))	PENAL SUM OF BOND			
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
	CONTRACT DATE		CONTRACT NUMBER CPFMD17-1109	
<p>KNOW ALL MEN BY THESE PRESENTS. That we, the Principal and Surety(ies) hereto are firmly bounds to the District of Columbia Courts, hereinafter called the Courts 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 Courts 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 Courts from any and all claims, delays, suits, costs, charges, damages, counsel fees, judgments and decrees to which the Courts 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>				
PRINCIPAL				
1. Signature <div style="text-align: right;">(Seal)</div>	1. Attest	Corporate Seal		
Name & Title (typed)	Name & Title (typed)			
2. Signature <div style="text-align: right;">(Seal)</div>	2. Attest	Corporate Seal		
Name & Title (typed)				

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)		

BOND PREMIUM

Rate Per Thousand	Total Premium	Name & Address of Agency or Agent Receiving Commission
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Approved By:

Dr. Cheryl R. Bailey

Contracting Officer

INSTRUCTIONS

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

Attachment J.17
TAX REGULATIONS

TAX REGULATIONS

D.C. MUNICIPAL REGULATIONS

TITLE 9. TAXATION

CHAPTER 4. SALES AND USE TAXES

9-438 (2005). CONSTRUCTION, REPAIR, OR ALTERATION OF REAL PROPERTY

438.1 Effective July 1, 1989, pursuant to the D.C. Revenue Amendment Act of 1989, landscaping services and landscaping construction shall be considered sales at retail as defined in D.C. Code § 47-2001 (n)(1). Therefore, the provisions of this section do not apply to landscaping services construction. (For regulations regarding these services, see § 473.)

438.2 As used in this section, the word "contractor" includes the term "subcontractor."

438.3 Under contracts in which the contractor agrees to sell materials used at an agreed price for those materials, or at the regular retail price, and to perform the work either for an additional price or on the basis of time consumed, the contractor is deemed to be a vendor making a taxable sale at retail within the meaning of the Act and is required to file returns, pay the tax, and collect reimbursement for the tax from the purchaser in the same manner as any other vendor.

438.4 In all cases covered by the provisions of § 438.3, the contractor is required to furnish a resale certificate to the registered vendor from which the contractor buys the material used, since that transaction constitutes a nontaxable sale for resale.

438.5 Under all contracts other than those subject to the provisions of § 438.3, and except as otherwise provided in this section, the contractor furnishing material and performing the work of affixing that material to real property so that the material becomes real property shall be deemed the purchaser (consumer) of the materials used and shall either reimburse the registered vendor (wholesaler or retailer) for the tax paid by that vendor, or file returns for the use or consumption of the materials and pay the tax as purchaser (consumer).

438.6 Examples of contracts subject to the provisions of § 438.5 are those in which the contractor agrees to furnish the following:

- (a) Materials and services for a lump sum;
- (b) Materials and services on a cost-plus basis; and
- (c) Materials and services with an upset or guaranteed price which may not be exceeded.

438.7 A contractor may, in certain instances, fabricate part or all the articles which the contractor uses in construction work. For example, a sheet metal contractor may partly or wholly manufacture roofing, cornices, gutter pipe, furnace pipe, ventilation ducts, or other such items from sheet metal which that contractor purchases, and use these articles, pursuant to a contract for the construction or improvement of real property. In such instances, the contractor is either a vendor within the meaning of § 438.3 or a consumer within the meaning of § 438.5.

438.8 If a contractor enters into a construction contract with a semipublic institution holding a valid exemption certificate, or with the United States or District government or instrumentalities of those governments, that contractor may purchase materials and supplies which are to be

physically incorporated in and become real property without payment of the tax and shall not charge sales or use tax to the semipublic Institution, government, or governmental instrumentality.

438.9 In the case of purchases exempt under § 438.8, the contractor shall furnish suppliers with a purchaser's certificate in the following prescribed form (Contractors may adapt this form for their use):

CONTRACTOR'S EXEMPT PURCHASE CERTIFICATE

(1) I hereby certify that I am engaged in the performance of a construction contract on a project for the following named exempt agency or organization; or agency or instrumentality of the United States or District government; or the semipublic institution (state which) ____

(2) ____ (Name and address of organization, government entity, or institution)

(3A) The organization holds Exemption Certificate No. ____, which was issued by the Deputy Chief Financial Officer, or

(3B) The agency is, to the best of my knowledge and belief, exempt from the Sales and Use Tax because it is an agency or instrumentality of the United States or District Government or instrumentalities thereof, or semipublic institutions in accordance with § 438.8 (state which): ____

(4) This certificate is issued to cover all purchases of materials and supplies to be physically incorporated in and become a permanent part of the project referred to above.

Registration No. ____ (Print No. or "None")

Date: ____

Place: ____

Signed: ____ (Written Signature of Contractor)

____ (Name of Firm)

____ (Address of Firm)

NOTE: THE SELLER MUST PRESERVE THIS CERTIFICATE

438.10 If a contractor is unable to designate the exact amount of materials and supplies to be covered by the exempt purchase certificate, that contractor may estimate the amount of such purchases

438.11 The contractor shall be held strictly accountable for any use tax due to the District on the amount of purchases if there is any use of the materials other than incorporation of the materials into the real property of the exempt semi-public institution or government agency.

438.12 The contractor shall maintain adequate records to support the use of materials and supplies purchased with exempt purchase certificates and to show the disposition of all materials and supplies purchased by the contractor with exempt purchase certificates.

438.13 If a contractor uses materials or supplies in the construction, repair, or alteration of real property for an exempt semipublic institution or government agency, and that contractor has already paid the sales or use tax on those materials or supplies at the time of purchase, the contractor may deduct the purchase price of the same on the next monthly return as an adjustment.

438.14 This section does not apply to contracts in which the contractor acts as a vendor of tangible personal property in the same manner as other vendors and is required to install that tangible personal property. In such instances, the contract will not be regarded as one for improving, altering, or repairing real property, even though the tangible personal property is installed in real property. A person performing this type of contract is primarily a retailer of tangible personal property and should segregate the full retail selling price of that property from the charge for installation, as the tax applies only to the retail price of the property. If the retail selling price is not segregated, the tax applies to the entire contract price, including the installation charge which should be reported in the contractor's gross receipts. Reimbursement for those charges should be collected by the contractor from the purchaser.

438.15 Under a time and materials contract, where the contractor sells labor or service for one price and charges a separate and additional price for the materials, the contractor is deemed to be a vendor making a taxable sale at retail within the meaning of the Act and is required to collect tax reimbursement from the customer, file returns, and pay the tax, the same as any other vendor.

438.16 A time and materials contract is the only type of contract that permits a contractor to furnish a Certificate of Resale to a supplier. A Certificate of Resale cannot be used to purchase materials and supplies under any other type of construction contract.

438.17 If a time and materials contract is performed in the District for a private business or individual, the District sales tax must be added to the contract sales price of the material. If the contract is with an exempt organization, the contract price of the material is not taxable and no tax reimbursement can be charged.

438.18 In lump-sum, cost-plus, and guaranteed-price contracts, the contractor is the user or consumer of the materials purchased. When the contract is with a private business or individual, all of the materials and supplies purchased are Subject to tax. The contractor must either pay the sales tax reimbursement to his supplier or he must pay the use tax directly to the District.

438.19 Contracts with the United States government, the District government, or with a semipublic institution holding a Certificate of Exemption issued by the Department, permit the contractor to buy tax-free only those materials which are to be physically incorporated in and made a part of real property.

438.20 To buy tax-free materials for the types of contracts listed in § 438.19, the contractor should not use the Certificate of Resale, but should use the Contractor's Exempt Purchase Certificate prescribed in this chapter.

438.21 Any materials and supplies which do not actually become a physical part of (and remain in) the finished job are subject to tax. This is true even if the materials which do not become a physical part of (and remain in) the finished job are completely consumed.

438.22 The following list does not include every item subject to tax under § 438.21, but is intended to indicate the nature of items subject to tax: concrete curing paper, nails, form ties, acetylene, oxygen, knee boots, concrete chutes, hose couplings, electricity, rope, crayons, fuel oil, form lumber, metal forms, small tools, repair parts for equipment, office equipment and supplies, fencing materials (wire, wood), or rentals of any type of tangible personal property.

438.23 Materials used in contracts with foreign governments and public utilities are not exempt and are subject to the tax even if they are incorporated in the real property.

438.24 Suppliers shall collect tax reimbursement on all sales to contractors which are not covered by either a Certificate of Resale or a Contractor's Exempt Purchase Certificate.

438.25 When the contractor furnishes the supplier with a Contractor's Exempt Purchase Certificate, the certificate does not relieve either the contractor or the supplier from tax liability on materials and supplies sold to the contractor which are not physically incorporated in the job covered by the certificate. Materials or supplies which, by their nature cannot be physically incorporated in the job are taxable, and the supplier is responsible for collection of the tax.

438.26 Whenever a contractor purchases any materials, supplies or equipment, (either in or outside the District of Columbia) which are subject to the District Sales or Use Tax, and on which the tax reimbursement has not been paid to the supplier, the contractor must file a Use Tax Return with the District as required by the Act.

CDCR 9-438

DC COURTS TAX EXEMPTION CERTIFICATE

FORM FR-551 (5/27)

GOVERNMENT OF THE DISTRICT OF COLUMBIA
 Department of Finance and Revenue
 Audit, Compliance and Investigation Administration

CERTIFICATE OF EXEMPTION
 ISSUED PURSUANT TO DISTRICT OF COLUMBIA SALES AND USE TAX ACTS



THIS CERTIFIES THAT

DISTRICT OF COLUMBIA COURTS
 500 Indiana Avenue N. W. Rm. 1500
 Washington, D. C. 20001

DATE ISSUED
 MO. DAY. YR.
 02 07 85

CERTIFICATE NUMBER
 9199 46164 05

THIS CERTIFICATE IS
 NONTRANSFERABLE
Carolyn K. Smith
 DIRECTOR

IS ENTITLED TO EXEMPTION FROM THE DISTRICT OF COLUMBIA SALES
 AND USE TAX UNDER AUTHORITY OF THE DISTRICT OF COLUMBIA SALES
 AND USE TAX ACTS

87-7678-P

Attachment J.19

**DAVIS BACON ACT &
DAVIS BACON WAGE
RATES**

DAVIS BACON ACT

43 CFR 52.222-6

52.222-6 Davis-Bacon Act

As prescribed in 22.407(a) insert the following clause

DAVIS-BACON ACT (JUL 2005)

(a) Definition --Site of the work -- (1) Means --

(i) The primary site of the work. The physical place or places where the construction called for in the Contract will remain when work on it is completed, and

(ii) The secondary site of the work, if any. Any other site where a significant portion of the building or work is constructed, provided that such site is --

(A) Located in the United States, and

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

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

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

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

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

(b)(1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the Contract was performed at that site and shall be incorporated without any adjustment in Contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to

such laborers or mechanics, subject to the provisions of paragraph (e) of this clause, also regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the employer's pay roll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

(iv) With respect to helpers, such a classification prevails in the area in which the work is performed.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

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

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the

General Decision Number: DC160002 11/04/2016 DC2

Superseded General Decision Number: DC20150002

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: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	02/19/2016
3	05/20/2016
4	06/03/2016
5	06/10/2016
6	06/17/2016
7	07/01/2016
8	07/08/2016
9	07/22/2016
10	08/05/2016
11	09/30/2016
12	10/07/2016
13	11/04/2016

ASBE0024-007 10/01/2015

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 34.33	13.92

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

ASBE0024-008 10/01/2015

	Rates	Fringes
ASBESTOS WORKER: HAZARDOUS MATERIAL HANDLER.....	\$ 21.61	5.54

Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation

materials, whether they contain asbestos or not, from mechanical systems

ASBE0024-014 10/01/2015

	Rates	Fringes
FIRESTOPPER.....	\$ 26.81	5.98

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 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.

BRDC0001-002 05/01/2016

	Rates	Fringes
BRICKLAYER.....	\$ 30.61	9.67

CARP0177-003 05/01/2016

	Rates	Fringes
CARPENTER, Includes Drywall Hanging, Form Work, and Soft Floor Laying-Carpet.....	\$ 27.81	9.93

CARP0179-001 05/01/2016

	Rates	Fringes
PILEDRIVERMAN.....	\$ 29.19	9.45

CARP0219-001 04/01/2016

	Rates	Fringes
MILLWRIGHT.....	\$ 32.04	9.93

ELEC0026-016 06/06/2016

	Rates	Fringes
ELECTRICIAN, Includes Installation of HVAC/Temperature Controls.....	\$ 43.70	16.06

ELEC0026-017 09/01/2014

	Rates	Fringes
ELECTRICAL INSTALLER (Sound & Communication Systems).....	\$ 27.05	8.58

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 01/01/2016

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 41.90	29.985+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 06/01/2016

	Rates	Fringes
IRONWORKER, STRUCTURAL AND ORNAMENTAL.....	\$ 30.85	19.435

IRON0201-006 05/01/2016

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 27.90	19.13

LABO0657-015 06/01/2015

	Rates	Fringes
LABORER: Skilled.....	\$ 22.63	7.31

FOOTNOTE: Potmen, power tool operator, small machine operator, signalmen, laser beam operator, waterproofer, 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 05/01/2016

	Rates	Fringes
MARBLE/STONE MASON.....	\$ 35.91	16.17

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 05/01/2016

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 27.25	10.68

 MARB0003-007 05/01/2016

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 22.46	9.75

 MARB0003-008 05/01/2016

	Rates	Fringes
TILE SETTER.....	\$ 27.25	10.68

 MARB0003-009 05/01/2016

	Rates	Fringes
TILE FINISHER.....	\$ 22.46	9.75

 PAIN0051-014 06/01/2014

	Rates	Fringes
GLAZIER		
Glazing Contracts \$2 million and under.....	\$ 24.77	9.85
Glazing Contracts over \$2 million.....	\$ 28.61	9.85

 PAIN0051-015 06/01/2016

	Rates	Fringes
PAINTER		
Brush, Roller, Spray and Drywall Finisher.....	\$ 24.89	9.15

 PLAS0891-005 07/01/2013

	Rates	Fringes
PLASTERER.....	\$ 28.33	5.85

PLAS0891-006 02/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 27.15	9.61

PLAS0891-007 08/01/2016

	Rates	Fringes
FIREPROOFER		
Handler.....	\$ 16.50	4.89
Mixer/Pump.....	\$ 18.50	4.89
Sprayer.....	\$ 23.00	4.89

Spraying of all Fireproofing materials. Hand application of Fireproofing materials. This includes wet or dry, hard or soft. Intumescent fireproofing and refraction work, including, but not limited to, all steel beams, columns, metal decks, vessels, floors, roofs, where ever fireproofing is required. Plus any installation of thermal and acoustical insulation. All that encompasses setting up for Fireproofing, and taken down. Removal of fireproofing materials and protection. Mixing of all materials either by hand or machine following manufactures standards.

PLUM0005-010 10/01/2016

	Rates	Fringes
PLUMBER.....	\$ 40.67	17.10+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 11/01/2016

	Rates	Fringes
PIPEFITTER, Includes HVAC Pipe Installation.....	\$ 39.89	20.52+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 05/01/2016

	Rates	Fringes
ROOFER.....	\$ 28.75	11.74

5FDC0669-002 04/01/2016

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 33.40	18.52

SHEE0100-015 07/01/2016

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 40.27	17.24+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.

=====

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) (ii)).

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.

WAGE DETERMINATION APPEALS PROCESS

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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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

Attachment J.20

**CONTRACT WORK
HOURS AND SAFETY
STANDARDS ACT**

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

48 CFR 52.222-4

52.222-4 Contract Work Hours and Safety Standards Act -- Overtime Compensation.

As prescribed in 22.305, insert the following clause:

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -- OVERTIME COMPENSATION
(JUL 2005)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least one and one-half (1-1/2) times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10.00 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard work week of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records. (1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until three (3) years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) Implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

HISTORY:

51 FR 12293, Apr. 9, 1986; 60 FR 34761, July 3, 1995, as confirmed at 61 FR 39189, 39190, July 26, 1996; 65 FR 46064, 46067, July 26, 2000; 70 FR 33662, 33667, June 8, 2005]

**DISTRICT OF COLUMBIA COURTS
JOINT COMMITTEE ON JUDICIAL ADMINISTRATION
PERSONNEL POLICIES**

Attachment J.21

SEXUAL HARASSMENT

**POLICY NO.
605**

605 Policy. It is the policy of the District of Columbia Courts (the “Courts”) that all employees are entitled to a work environment free of harassment or intimidation. This policy includes sexual harassment, which is a form of sex discrimination that violates Title VII of the Civil Rights Act of 1964, as amended.

It is the Courts’ policy that sexual harassment is unacceptable conduct, will not be tolerated or condoned and may form the basis of disciplinary action.

Unwelcomed or unwanted conduct of a sexual nature, either verbal or physical, constitutes sexual harassment when: (1) submission to or rejection of this conduct is used, explicitly or implicitly, as a factor in any employment decision, including hiring, evaluation, or promotion; (2) this conduct unreasonably interferes with an individual’s performance; or (3) creates an intimidating, hostile, or offensive work environment whether or not the conduct is specifically directed against a particular individual. Such behavior is unacceptable in the workplace and in other work-related settings, such as business trips and business-related social events.

All managers and supervisors will be held responsible for taking appropriate measures to ensure that the work place is free from sexual harassment and that appropriate action is taken when allegations of violations of this policy are brought to their attention.

606 Definition.

Sexual harassment is verbal or physical conduct that includes:

- A. Unwelcomed sexual advances;
- B. Requests for physical conduct of a sexual nature; and
- C. Any written, verbal or physical conduct of a sexual nature when:
 - 1. submission to such conduct is made wither explicitly or implicitly a term or condition of an individual’s employment;
 - 2. submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individuals; or
 - 3. such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive working environment.

**DISTRICT OF COLUMBIA COURTS
JOINT COMMITTEE ON JUDICIAL ADMINISTRATION
PERSONNEL POLICIES**

Attachment J.21

SEXUAL HARASSMENT

**POLICY NO.
605**

In the context of the above, sexual harassment includes, but is not limited to the following behaviors: requests for sexual favors; the use of threats or force to obtain sexual favors; sexual propositions (implied or expressed); sexually suggestive comments and inappropriate sexually-oriented comments on appearance, including dress or physical features; sexually-oriented teasing or joking; jokes about gender-specific traits; unwelcome or uninvited touching, patting, or grabbing or another's body; obscene spoken or written language; obscene gestures; and display of offensive or obscene printed or visual material.

This policy applies to court employees when they are conducting Court business and dealing with others while at work or at work-related social functions.

607 Guidelines.

- A. All employees are entitled to a work environment free of harassment or intimidation. Sexual harassment is a form of discrimination that is illegal and will not be tolerated.
- B. Court employees must not subject other employees, contractors, consultants, volunteers, applicants, or any member of the public to sexual harassment. A court employee who is found to have engaged in sexual harassment will be subject to appropriate disciplinary action, which may include dismissal.
- C. Sexual harassment of court employees by contractors, consultants, contractors, their employees who conduct business with the Court, or individuals who receives services from the Courts will not be tolerated, and may result in denial of contracting privileges.
- D. Managers and supervisors must take appropriate measures to ensure that employees under their supervision or direction are provided a work environment free of sexual harassment. Appropriate measures include, but are not limited to: informing employees about the Court's sexual harassment policy; intervening as soon as an issue or complaint regarding sexual harassment is brought to the supervisor's attention; and providing opportunities for employees to attend current training sessions on sexual harassment.
- E. Managers and supervisors who become aware of alleged sexual harassment must report the information to their division head, or applicable Clerk of the Court, or the Executive Officer.

**DISTRICT OF COLUMBIA COURTS
JOINT COMMITTEE ON JUDICIAL ADMINISTRATION
PERSONNEL POLICIES**

Attachment J.21

SEXUAL HARASSMENT

**POLICY NO.
605**

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- F. An employee who witnesses or has knowledge of such conduct should report it to his/her manager or supervisor, or the division head, or Director of Human Resources, or to the Equal Employment Opportunity Officer.
 - G. The use of threats or other means to retaliate against another who resists harassment, reports the alleged harassment to another, participates or cooperates in an investigation of a complaint of sexual harassment or files a complaint about alleged harassment is prohibited.
 - H. Advice and counseling concerning sexual harassment may be obtained from the Director of Human Resources or the Equal Employment Opportunity Officer.

608 Procedure.

A. Filing and Investigation of Complaints

1. An employee who is subject to sexual harassment should promptly bring the matter to the attention of his/her supervisor. If the supervisor is a party to the alleged harassment, or if the supervisor does not wish to discuss the matter with the supervisor, the employee must bring it to the attention of the division head, the Director of Human Resources or the Equal Employment Opportunity Officer. All complaints will be processed according to Policy 600, et. Seq., of the comprehensive Personnel Policies, which policy includes the requirement that the complaint be filed with the EEO Office within 120 days of the date of the alleged discriminatory act, or the date the employee became aware of the act or its discriminatory nature.

2. The supervisor of a complainant must document information relevant to the complaint, including the date and substance of the complaint and the names of individuals who were involved or who witnessed the incident(s). The supervisor must notify his/her division head, the Director of Human Resources, or refer the matter to the Equal Employment Opportunity Officer for investigation if the matter is not investigated and resolved at the level reported. The supervisor may investigate the complaint and attempt to resolve it informally if agreed to by the Complainant. Informal resolution is appropriate only if the essential facts of the complaint are undisputed and both the victim and alleged perpetrator of the harassment agree to informal resolution. If attempts at informal resolution are unsuccessful, the complaint must be referred to his/her division head, the Director of Human Resources or the Equal Employment Opportunity Officer.

**DISTRICT OF COLUMBIA COURTS
JOINT COMMITTEE ON JUDICIAL ADMINISTRATION
PERSONNEL POLICIES**

Attachment J.21

SEXUAL HARASSMENT

**POLICY NO.
605**

3. A complaint brought to the attention of the Equal Employment Opportunity Officer may be oral or written and may be brought by any person having knowledge of the harassment.

4. Every effort will be made to maintain the confidentiality of the information provided in connection with a sexual harassment complaint, and to protect the privacy of the individuals involved. Information about the investigation will be given only to those persons who have a "genuine need to know" the information because of their role in the investigation or those who are legally entitled to the information.

B. Corrective Action.

1. The Courts' Comprehensive Personnel Policies, at Policy 1000, considers a willful violation of the laws against sexual harassment to be a Level II offense, with its companion levels of discipline.

2. Each supervisor, up through the division head, is responsible for taking appropriate corrective action to resolve the complaint, according to the Comprehensive Personnel Policies, at Policy 1000.

3. The Equal Employment Opportunity Officer is authorized to review all complaints to assure that each complaint is resolved according to the Courts' Comprehensive Personnel Policies and its policy against sexual harassment. The Equal Employment Opportunity Officer shall submit an annual report of sexual harassment complaint activity to the Executive Officer.

609 Education and Training.

A. The Courts will provide ongoing educational and training programs to inform employees and supervisory management about sexual harassment, how to prevent incidents, and how to identify and deal with complaints of sexual harassment. Management training in the area of the Courts' sexual harassment policy is mandatory for all of the Courts' supervisory personnel.

B. This policy must be provided to all employees and be made available to the public.

Approved July 21, 1999

APPLICATION FOR PAYMENT

TO OWNER District of Columbia Courts PROJECT:
 Capital Projects and Facilities Management Division
 616 H Street, NW Room 6th Floor
 Washington, DC 20001
 FROM CONTRACTOR: VIA CONST. MANAGER:

PAYMENT APPLICATION NO: 0
 PERIOD TO: 00/00/0000
 CPFMD NO.: 17-1109
 Distribution to:
 OWNER
 CM

CONTRACT FOR: Construction Services

CONTRACT FOR: Interim Security Office and Wellness Center

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Applications for Payment were made and payments received from the Owner, and that current payment shown herein is now due.

- 1. ORIGINAL CONTRACT SUM \$ 0.00
- 2. Net change by Change Orders \$
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$
- 4. TOTAL COMPLETED & STORED TO \$ 0.00

- 5. RETAINAGE:
 - a. 0 % of Completed Work \$ 0.00
 - b. % of Stored Material \$
 - Total Retainage (Lines 5a + 5b) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 0.00

7. LESS PREVIOUS CERTIFICATES FOR

- PAYMENT (Line 6 from prior Certificate) \$ 0.00
- 8. CURRENT PAYMENT DUE \$ 0.00
- 9. BALANCE TO FINISH, INCLUDING RETAINA (Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

By: _____ Date: 00/00/0000
 State of: _____ County of: _____
 Subscribed and sworn to before me this _____ day of _____
 Notary Public:
 My Commission expires: _____

RECOMMENDATION FOR PAYMENT

The Quality Assurance Manager and the Construction Manager, based on on-site observations and the data comprising the application, verify to the best of their knowledge, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and recommend payment to the Contractor of the amount requested on Line 8.

Quality Assurance By: _____ Date: _____
 Construction Manager By: _____ Date: _____

APPROVAL FOR PAYMENT

District of Columbia Courts

By: _____ Date: _____