MEMORANDUM

TO: All Offerors

FROM: Wayne R. Minor
Chief Procurement Officer

SUBJECT: Addendum Number One to DCPL-2008-R-0030

DATE: March 3, 2008

CAPTION: Design-Build Services to Renovate the Takoma Park Library

The Government of the District of Columbia Standard Contract Provisions for use with Specifications for District of Columbia Government Construction Projects 1973, which include Bid Bond forms on page 32, are provided in substitution of the Government of the District of Columbia Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 which are posted on the DCPL website. Offerors must submit bid bonds with their proposals in order for them to be considered pursuant to Section H.6 of the solicitation.

ACKNOWLDEGEMENT OF ADDENDUM #1

I, _____, the undersigned, hereby acknowledge receipt of the subject amendment which I will return with my proposal.

_____ _____
Name & Title Date

Government of the District of Columbia

STANDARD CONTRACT PROVISIONS

For Use With
Specifications for
District of Columbia Government
Construction Projects
1973

PLEASE RETAIN FOR YOUR REFERENCE

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES

BUREAU OF MATERIEL MANAGEMENT

REPLY TO:
615 G STREET, N. W.
WASHINGTON, D. C. 20001

IMPORTANT NOTICE TO ALL PROSPECTIVE BIDDERS

This Standard Contract Provisions Booklet is for use with specifications for all District of Columbia Construction Contracts, and will be incorporated therein by reference. This Booklet supersedes the General Provision Booklet dated July 1964 and all Amendments issued thereto.

It is important that this Booklet be retained permanently in your files. Any change that may occur from time to time will be issued by Amendment.

Bidders and Contractors will be held responsible for acquainting themselves fully with all information herein, including all Amendments hereto.

Additional copies may be obtained from this office upon request.

Eugene L. Bennett
Material Management Officer, D. C.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES
BUREAU OF MATERIEL MANAGEMENT

STANDARD CONTRACT PROVISIONS FOR USE WITH SPECIFICATIONS FOR DISTRICT OF COLUMBIA GOVERNMENT CONSTRUCTION PROJECTS

CHECK LIST

The following check list is furnished for' the purpose of maintaining a record of amendments and additions to the Standard Contract Provisions Booklet. These amendments and additions will be transmitted by means of transmittal sheets which will be numbered and issued in numerical sequence.

Transmittal Sheet No	Received	Transmittal Sheet No	Received	Transmittal Sheet No	Received
1	10/15/75	16		31	
2	06/15/78	17		32	
3	08/14/78	18		33	
4	11/15/79	19		34	
5	06/06/79	20		35	
6	06/01/81	21		36	
7	06/01/81	22		37	
8	08/16/82	23		38	
9		24		39	
10		25		40	
11		26		41	
12		27		42	
13		28		43	
14		29		44	
15		30		45	

NOTE ALL CHANGES TRANSMITTAL NO.1 THRU NO.8 INCLUSIVE HAVE BEEN INCORPORATED INTO THE BODY OF THE MAIN TEXT IN THIS DOCUMENT- (ANY FUTURE AMENDMENTS ARE TO BE INSERTED AS RECEIVED AND THIS CHECK LIST MAINTAINED AS CURRENT)

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(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 Bid shall case- fully 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 arid 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 hi 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. AU requests must be in writing and addressed to the Contracting Officer responsible for administering the contract. Request 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 item. 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 $25,000.00 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), or negotiable United States bonds (at par value), 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 sixty (60) 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 $25,000.00, 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**—For any construction contract exceeding in amount, a Payment Bond (Form No. DC 2640-8) shall be required in a penal amount as follows

1. When the contract price is not more than $1,000,000 the .penal sum shall be fifty percent (50%) of the contract price;

2. When the contract price is more tan $1,000,000 but not more than $5,000,000 the penal sum shall be forty percent (40%) of the contract price; and

3. When the contract price is more than $5,000,000, the penal sum shall be $2,500,000

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; provided, that when the contract price as so revised is more than $1,000,000, but not more than $5,000,000, the total payment bond protection shall be in a penal amount of forty percent (40%) of the revised contract pride; provided further, that when the contract price as so revised is more than $5,000,000, the total payment bond protection shall be in the penal. amount of $2,500,000. 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 of the Department of Insurance.

It is the intent of Congress to strengthen the competitive free enterprise system by assisting qualified small business concerns to obtain certain bid, payment or performance bonds that are otherwise not obtainable by authorizing the Small Business Administration to guarantee surety companies up to 90 percent of their losses incurred by reason of breach of certain surety bonds and executed on behalf of such small business concerns on contracts up to $500,000 in amount. Assistance for applying for this service may be obtained from the Small Business Administration, 1441 L Street, N. W., Washington, D.C. 20005.

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 Bureau of Materiel Management 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 Construction Branch, Contracts Management Division, Bureau of Materiel Management, 615 G Street, 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 Branch.

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 alter 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 head of the Department authorized to execute and administrate the Contract on behalf of the District and shall include his duly appointed successor and his authorized representative.

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, Labor 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. 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 amid profit.

2. **Bond**—Payment for additional bond cost will be made per bond rate schedule submitted to the D. C. Bureau of Materiel Management with the executed Contract.

3. **Materials**—Payment for cost of required materials will be F.O.B. 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 Associated Equipment Distributors' manual: "Nationally Averaged Rental Rates And Model References Data For Construction Equipment." 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 from the Associated Equipment Distributor's manual 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, us 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. – if directed, the Contractor shall submit to the Contracting Officer three (3) qualified bids for extra or changed work and materials, if similar work is not being performed at job site, If directed, the Contractor shall submit daily time charges to the Contracting Officer each day for Change Order work.

ARTICLE 4. DIFFERING SITE CONDITIONS—The Contractor shall promptly, and. before such conditions are disturbed, notify the Contracting Officer in writing of:

1. Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract, and

2. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered or indicated in the Contract and generally recognized as inhering in work of the character provided for in the Contract.

The Contracting Officer will promptly investigate the conditions and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under the Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the Contract modified in writing accordingly.

No claim of the Contractor under this Article will be allowed unless the Contractor has given the notice required.

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

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 hi 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 so terminates the Contractor's right to proceed, the resulting liability will consist of such liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the District in completing the work.

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 bad 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 alter 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 o 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 alter 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 sub-contracts 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 f or 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 wok 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 '1 herein, from any determination made by the Contracting Officer under C. or Z. 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 un-liquidated 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 end 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—Except as otherwise provided in the Contract, any dispute concerning a question of fact arising under the Contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy (the 30-day period shall start on the date the Contracting Officer's written decision is received by the Contractor), the Contractor mails or otherwise furnishes to the Contract Appeals Board a written appeal. The decision of the Contract Appeals Board for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under the Contract as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged; provided, however, that any such decision shall be final and conclusive unless the same is fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Article, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Contracting Officer's decision.

This Article does not preclude consideration of questions of law in connection with decisions provided for in the previous paragraph.. Nothing in the Contract, however, shall be construed as making final the decision of any administrative official, representative or board on a question of law.

ARTICLE 8. PAYMENTS TO CONTRACTOR—The District will pay the contract price or prices as hereinafter provided.

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.

In making such progress payments, there shall be retained 10 percent of the estimated amount of the. progress payment until final completion and acceptance of the Contract work. 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 wok, 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 moneys 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 WORKMEN**—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 arid specifications.

When materials, products or work cannot be corrected, written notice of rejection will be issued. Rejected materials, products and work shall be eliminated form 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 I5. 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.

   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 Engineer. 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 employee. 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. OFFICIALS NOT TO BENEFIT—No Member of or Delegate to Congress or Mayor or Member of City Council or officer or employee of the District shall be admitted to any share or part of the Contract or to any benefit that may arise there from, and any contract entered into by any Contracting Officer in which he or any officer or employee of the District shall 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 the Contract if made with a corporation for its general benefit.

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 Commissioner 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 Commissioner in writing.

ARTICLE 24. BUY AMERICAN

A. **AGREEMENT**—In accordance with the Buy American Act (41 USC l0a-l0d), 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, l09—63 Comp., p. 835), 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 un-manufactured 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.

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 Finance Officer, D.C., 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).

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 'f the District. BIDDERS SHALL INCLUDE SUCH TAX IN THEIR BIDS.

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 no 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, Education and Welfare, D. C. Minimum Wage and Industrial Safety Board and the "Manual of Signs, Markings and Barricades" issued by the D. C. Department of Transportation.

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.

Bureau of Materiel Management Department of General Services	**BID BOND** (CONSTRUCTION) (See Instructions on reverse)	Date Bond Executed (Must Not Be Later Than Bid Opening Date)

PRINCIPAL (Legal Name and Address)	TYPE OF ORGANIZATION ("X")
	☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE ☐ CORPORATION
	STATE OF INCORPORATION
	PENAL SUM OF BOND

SURETY (IES) (Name (s) and Address (es)	AMOUNT NOT TO EXCEED				5% OF BID
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	
	BID IDENTIFICATION				
	BID OPENING DATE	INVITATION NO.			

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 Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of 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 bid identified above.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefor, or, if no period be specified, within seven (7) 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 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 that the Principal may grant to the District, notice of which extension(s) to the 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.

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

PRINCIPAL

1. Signature Seal	1. Attest	Corporate Seal
Name & Title (typed)	Name & Title (typed)	
2. Signature Seal	2. Attest	Corporate Seal
Name & Title (typed)	Name & Title (typed)	

Form No. DC 2840-5 (CERTIFICATE AS TO CORPORATION on reverse side)

PRINCIPAL (Continued)

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)		

2. 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 bid guaranty is required in connection with construction, alteration and repair work.
2. Corporation's 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 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 of 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 also be listed with the Department of Insurance, D.C. 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.

Rev. July 1973

Bureau of Materiel Management Department of General Services **CONSTRUCTION CONTRACT**	CONTRACT NO. DATE OF CONTRACT
NAME AND ADDRESS OF CONTRACTOR	TYPE OF ORGANIZATION ("X") ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE ☐ CORPORATION STATE OF INCORPORATION
DEPARTMENT	
CONTRACT FOR (Work to be performed)	

FOR DISPLAY ONLY

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

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

FOR DISPLAY ONLY

Form No. DC 2640-6

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

(The following is applicable if Contractor is corporation or incorporated joint venture.)

_____ A Corporation

By _____ Title:

Attest: _____ Secretary of Corporation

Certificate as to Corporation

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

(Corporate Seal) _____ Secretary of Corporation

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

Signed and Sealed in the presence of:

_____ Name

_____ Address

_____ Name

_____ Address (L.S.)

_____ Name

_____ Address

_____ Name

_____ Address (L.S.)

Witness _____ As to Contracting Officer

By _____ Director, Dept. of Contracting Officer

Approved as to form:

_____ Asst. Corporation Counsel, D. C.

Conforms with accepted bid:

_____ Chief, Construction Branch Bureau of Materiel Management

(Applicable only if Contract exceeds $5,000,000)

The Mayor of the District of Columbia has approved this contract and has directed the Executive Secretary, District of Columbia to indicate his approval thereon, who has set his hand and affixed the seal of the District of Columbia hereto under authority of Public Law 93-198, approved December 24, 1973, Section 422, Part B.

By: _____
Executive Secretary
District of Columbia

Date: _____

SEAL OF DISTRICT

Rev. Sept. 1975

FOR DISPLAY ONLY

Bureau of Materiel Management, Department of General Services	**PERFORMANCE BOND (CONSTRUCTION)** (See Instructions on reverse)	Date Bond Executed (Must be same or later than date of Contract)

PRINCIPAL (Legal Name and Address)	TYPE OF ORGANIZATION ("X")
	☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE ☐ 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

FOR DISPLAY ONLY

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 or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the Contract identified above.

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all undertakings, covenants, terms and conditions, 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 the 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.

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

PRINCIPAL

1. Signature (Seal)	1. Attest	Corporate Seal
Name & Title (typed)	Name & Title (typed)	
2. Signature (Seal)	2. Attest	Corporate Seal
Name & Title (typed)	Name & Title (typed)	

FOR DISPLAY ONLY

Form No. DC 2640-7

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

FOR DISPLAY ONLY

BOND PREMIUM

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

Approved by:

Director, Dept. of Contracting Officer

FOR DISPLAY ONLY

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 listed with the Department of Insurance, D.C., to do business in the District of Columbia. The surety shall (1) insert on the bond form the name and address 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 "attest". 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.

Rev. July 1973

Bureau of Materiel Management, Department of General Services	**PAYMENT BOND (CONSTRUCTION)** (See Instructions on reverse)	Date Bond Executed (Must be same or later than date of Contract)

PRINCIPAL (Legal Name and Address)	TYPE OF ORGANIZATION ("X")
	☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE ☐ 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 NO.	

FOR DISPLAY ONLY

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 Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly" and "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the Contract identified above.

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

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

PRINCIPAL

1. Signature (Seal)	1. Attest	Corporate Seal
Name & Title (typed)	Name & Title (typed)	
2. Signature (Seal)	2. Attest	Corporate Seal
Name & Title (typed)	Name & Title (typed)	

FOR DISPLAY ONLY

Form No. DC 2840-8

SURETY (IES)

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

FOR DISPLAY ONLY

BOND PREMIUM

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

Approved by:

Director, Dept. of Contracting Officer

FOR DISPLAY ONLY

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 apearing 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 listed with the Department of Insurance, D.C., to do business in the District of Columbia. The surety shall (1) insert on the bond form the name and address 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 "attest". 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.

Rev. July 1973

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 Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amounts 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 l(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)(l)(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 o 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 in 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, 0. 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, 0. 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 apprentice.—ship 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 awn 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 $2,000.0O 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 be finds that:

1. The Contractor, subcontractor or any ai1iated 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 front 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. EQUAL OPPORTUNITY—On contracts exceeding $10,000.00, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, age, sex, religion or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, age, sex, religion or national origin. Such action shall include, but not be limited to, the following: employment, upgrading demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Article. The Contractor 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 without regard to race, color, age, sex, religion or national origin.

The Contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under this Article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor shall permit access to his books, records and accounts by the Contracting Officer, and the Office of Human Rights or their agents, for purposes of investigation to ascertain compliance with this Article.

In the event of the Contractor's non-compliance with this Article, the Contract may be cancelled in whole or in part and the Contractor may be declared ineligible for further District contracts. The Contactor shall include the provisions of this Article in every subcontract unless exempted by rules, regulations or orders of the District, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract as the. Contracting Officer may direct as a means of enforcing such provisions, including sanctions for non-compliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such directions by the Contracting Officer, the Contractor may request the District to enter into such litigation to protect the interests of the District.

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.

ARTICLE 8. TERMINATION AND DEBARMENT—A breach of provisions set forth under these Labor Provisions may be grounds for termination of the Contract and for debarment as provided in 29 CTR 5.6.

ARTICLE 9, UTILIZATION OF MINORITY BUSINESS ENTERPRISES—COMMISSIONERS ORDER 73- 51 dated February 28, 1973

The Contractor agrees to use his best efforts to utilize minority business enterprises as his subcontractors to the fullest extent consistent with the efficient performance of the. Contract as used in the Contract, the term "minority business enterprises" means a business at least 50 percent of which is owned by minority group members or, in the case of a publicly owned business at least 51 percent of the 'stock which is owned by minority group members.'

For the purpose of the above definition, minority group members are Negroes, Spanish speaking American persons, American-Orientals, American-Indians, American-Eskimos and American-Aleuts. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

The Contactor further agrees to establish a program for utilizing minority business enterprises as subcontractors and suppliers under the Contract. In this connection each Contractor or subcontractor shall:

1. Award a reasonable proportion of all subcontracts and purchase orders to minority business enterprises;

2. Provide reasonable technical assistance to minority business enterprises as may be appropriate so as facilitate the participation of minority enterprises;

3. Assure that all known minority enterprises will have an equitable opportunity to compete for sub-contracts or purchase orders, particularly by arranging, solicitations, time for preparation of bids, quantities, specifications and delivery schedules so that minority business enterprises may participate;

4. Maintain records showing:

    a. procedures which have been adopted to comply with the policies set forth in this Article including the establishment of a source list of minority business enterprises;

    b. awards to minority business enterprises on the source list; and

    c. specific efforts to indemnify and award contracts to minority business enterprises;

5. Include this Utilization of Minority Business Enterprises Article in all subcontracts which offer substantial minority business subcontracting opportunities;

6. Cooperate with the Contracting Officer end the Office of Human Rights in any study and survey of the Contractor's minority business enterprises procedures and practices that may be conducted from time to time;

7. Submit periodic reports of subcontracting to minority business enterprises in such form and manner and at such time as may be prescribed by the Contracting Officer or the Office of Human Rights.

DISTRICT OF COLUMBIA
WEEKLY STATEMENT OF COMPLIANCE
(Construction)

Project No. Invitation No.	Contract No.	Date

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 _____;
(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 2840-11

FRINGE BENEFITS STATEMENT

The Contractor, or subcontractor as appropriate, hereby states that:

(WHERE ALL OR A MAJORITY OF THE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS)

( ) Section 1—In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of fringe benefits as listed in the Contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 3 below.

(WHERE ALL OR A MAJORITY OF THE FRINGE BENEFITS ARE PAID IN CASH)

( ) Section 2—Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, the basic hourly wage rate plus an additional payment in the amount of the required fringe benefits as listed in the Contract, except as noted in Section 3 below.

WHERE PART OF THE FRINGE BENEFITS ARE PAID IN CASH AND PART ARE PAID TO PLANS, FUNDS, OR PROGRAMS)

( ) Section 3—All of the fringe benefit payments required by the Contract have been or will be made to appropriate programs, or have been made by cash payments in lieu thereof, or both, to the classifications and in the amounts set forth below:

CLASSIFICATION (Or Classification Code)	HOURLY AMOUNT		IDENTITY AND LOCATION OF PLAN, FUND OR PROGRAM
	Paid To Program	Paid In Cash	

Signature	Title

The willful falsification of either of the statements which appear above may subject the Contractor to civil or criminal prosecution. See 18 USC 1001 and 1020 and 31 USC 231.

Rev. July 1973

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES

Bureau of Materiel Management

REPLY TO:
ROOM 1003
613 G STREET, N. W.
WASHINGTON, D. C. 20001

IMPORTANT NOTICE TO ALL PROSPECTIVE BIDDERS

The attached District of Columbia Commissioner's Order No. 73-51 and Chapter 2621, Equal Employment Opportunity Contract Compliance of the Material Management Manual, is submitted herewith for your information and is to be used in conjunction with all District of Columbia Construction Bidding Material and Contracts.

It is important that this Order and Regulations therefor be retained permanently in your files. Any changes that may occur from time to time will be issued by Amendment.

Bidders and Contractors will be held responsible for acquainting themselves fully with all information herein, including all amendments hereto.

Additional copies may be obtained from this office upon request.

for Eugene L. Bennett
Materiel Management Officer, D. C.

Attachment

GOVERNMENT OF THE DISTRICT OF COLUMBIA

ADMINISTRATIVE ISSUANCE SYSTEM

Commissioner's Order 73—51

February 28, 1973

SUBJECT: Compliance with Equal Opportunity Obligations in Contracts

ORIGINATING AGENCY: Office of Human Rights

Part A. Policy

It is the policy of the Government of the District of Columbia, in accordance with Federal policy, to provide equal opportunity in employment for all persons, to prohibit discrimination in employment because of race, creed, color, national origin, or sex, and to promote the full realization of equal employment opportunity through affirmative, continuing programs by contractors and their subcontractors in the performance of contracts with the District of Columbia Government. This Order establishes standards and procedures by which contractors and subcontractors who perform under District Government contracts may comply with the equal opportunity obligations of their contracts.

Part B. Contract Provisions

All contracts by and with the Government of the District of Columbia, except as hereafter exempted, shall be subject to the terms and conditions of this Order and shall include the following provisions:

A. General

(1). The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, or sex. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, national origin, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting for the provisions of this non-discrimination clause.

(2). The contractor will, 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 without regard to race, creed, color, national origin or sex.

(3). The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4). The contractor will permit access to all books, records, and. accounts pertaining to his employment practices by the Office of Human Rights, its representatives, the Contracting Officer, or his agents for purposes of investigation to ascertain compliance with this provision.

(5) In the event of the Contractor's non-compliance with the non-discrimination clauses of this contract, this contract may be cancelled in whole or in part and the contractor may be declared ineligible for further District contracts in accordance with procedures established in accordance with Commissioner's Administrative Instruction 2621.

B. Utilization of Minority Business Enterprises

(1) It is the policy of the District Government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of District contracts.

(2) The contractor agrees to use his best efforts to carry out this policy in the award of his sub-contracts to the fullest extent consistent with the efficient performance of this contract.

C. Applicability to Subcontracts

The contractor shall include the provisions of the foregoing paragraphs in every subcontract unless exempted by rules, regulations or orders of the District Government, so that such provisions will be binding upon each subcontractor or vendor.

Part C. Responsibilities

Section 1. Powers and Duties of the Office of Human Rights

The Director of the Office of Human Rights shall be responsible for establishing and assuring agency compliance with the contract provisions as set forth in this Order and such other equal employment opportunity provisions as may be additionally made a part of any contract. The Office of Human Rights shall have the following powers and duties:

a. Issue all orders, rules, regulations, guidelines and procedures it may deem necessary and proper for carrying out and. implementing the purpose of this Order in accordance with the D. C. Government Administrative Issuance System.

b. Assume equal opportunity compliance jurisdiction over any matter pending before a Contracting Officer where the Director of the Office of Human Rights considers it necessary or appropriate to the achievement of the purposes of this Order.

c. Examine the employment practices of any District contractor or subcontractor, or initiate such examination or the appropriate contracting agency to determine whether or not the contractual provisions specified in Part 3 of this Order have been violated. Where such examination is initiated by the contracting agency, it shall be conducted in accordance with procedures established by the Office of Human Rights. The contracting agency shall report to the Office of Human Rights any action taken or recommended.

d. Use its best efforts, to cause any labor union engaged in work under District contracts, any referral, recruiting or training agency, or other representative of workers who are or may be engaged in work under contracts and subcontracts to cooperate with, and to comply in, the Implementation of the purposes of this Order.

e. In appropriate cases, notify the concerned contracting agencies, the Office of Federal Contract Compliance, the U. S. Department of Justice, or other appropriate Federal, State, and City agencies, whenever it has reason to believe that practices of any contractor, labor organization, lending institution, insurance firm or agency violate provisions of Federal, District, State, or City Laws.

f. Where such determinations are made by Federal, State, District or City agencies, the Office of Human Rights shall enter into reciprocal agreements therewith to receive such information.

g. Cause to be held such hearings, public or private, as necessary to obtain compliance with these provisions. No order withholding from any contractor further District contracts shall be made without affording such contractor an opportunity for a hearing.

h. Periodically review the practices and procedures of contracting agencies with respect to their compliance with the provisions of this Order, and require them to file reports thereon.

i. Compile and maintain lists of minority contractors available and capable of performing on District Government contracts and actively assist in obtaining bonding and financing support so they may bid on District Government work.

Section 2. Duties of Contracting Agencies

a. Each Contracting Officer shall have initial responsibility for assuring that contractors or subcontractors are in compliance with this Order. Any compliance action taken by the Contracting Officer shall be reported to the Director of the Office of Human Rights. Where the Director considers it necessary or appropriate to the achievement of the purposes of this Order, the Director may assume equal opportunity compliance jurisdiction over any matter pending before a Contracting Officer. Whenever the Director assumes jurisdiction over any matter he shall keep the Contracting Officer informed of all action taken and shall act through the Contracting Officer to the extent appropriate and practicable.

b. All Contracting Officers shall comply with the terms of this Commissioner's Order and of the orders, rules, regulations, guidelines, and procedures of the Office of Human Rights issued pursuant thereto in discharging their responsibility for securing contract compliance.

c. Each Contracting Officer shall make every effort within reasonable time limitations to secure compliance with the contract provisions of this Commissioner's Order before or after the award of a contract by methods of conference, conciliation, mediation, and persuasion. No enforcement proceedings shall be initiated nor shall a contract be cancelled or terminated in whole or in part unless such methods have first been attempted.

Section 3. Requirements for Contractors

A. Prior to Bid Opening

(1) Each bidder or prospective contractor shall indicate in his bid documents his intention to meet goals and timetables established under this Order. Bid invitations will contain definite minimum standards for affirmative action where practicable, and shall include a statement that contractors and. subcontractors must agree to meet such minimum standards to be eligible to bid and must submit a detailed Affirmative Action Plan upon being designated as apparent low bidder.

B. Prior to Award of Contract

(1) The apparent low bidder will submit an Affirmative Action Plan describing the actions he will take to insure compliance with this Order which shall be subject, prior to the award of any contract, to a review by the Contracting Officer and the Office of Human Rights. If the Office of Human Rights does not act within ten days after its receipt of the Affirmative Action Plan sent for review, then the Contracting Officer may proceed on his own determination to award the contract. Such plan shall include specific goals for utilization of minorities and women which will, be used by the contractor on all his work, and specific commitments on utilization of minority business enterprises through sub-contracts and on inclusion of minorities and omen in raining programs.

(2) If any apparent low bidder fails to submit an adequate Affirmative Action Plan within a reasonable time, the bid may be rejected as non-responsive.

(3) Each bidder or prospective contractor will furnish all information and reports as required by this Order and by such rules, regulations, and orders issued pursuant thereto, and will permit access to all books or records pertaining to his employment practices or worksites.

(4) No award of any contract will be made by the Contracting Officer if the apparent low bidder's Affirmative Action Plan has been disapproved.

(5) In case of disagreement as to the adequacy of the Affirmative Action Plan it may be submitted to the Contract Review Committee for a decision.

C. After Award of Contract

(1) Each contractor shall maintain throughout the term of the contract all commitments set forth in the approved Affirmative Action Plan.

(2) Each contractor shall require that each subcontractor or vendor under the contract comply with the provisions of the contract and the Affirmative Action Plan.

(3) Each contractor shall furnish all information as required by this Order and by such rules, regulations, and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and, work-sites by the Office of Human Rights and the Contracting Officer for purposes of investigation to ascertain compliance with this Order and such rules, regulations, and orders issued pursuant thereto.

(4) Each contractor and his subcontractors and vendors shall hire minorities and women from other sources, should the union with which he has collective bargaining agreements be unable or unwilling to supply a reasonable proportion of such minorities and women.

D. Pre-Certification Procedures

(1) Under rules and regulations issued by the Office of Human Rights, bidders or prospective contractors on particular classes of contracts may submit an Affirmative Action Plan prior to bidding. The Office of Human Rights may certify on the basis of its review of such an Affirmative Action Plan that the bidder or prospective contractor is in compliance with this Order and eligible for award of D. C. Government contracts.

(2) Bidders and prospective contractors may be excused from filing of an Affirmative Action Plan provided that they have previously filed an acceptable Affirmative Action Plan. The Office of Human Rights may certify on the basis

of its review of such an Affirmative Action Plan that the bidder or prospective contractor is in compliance with this Order and eligible for award of D. C. Government contracts.

Part D. Exceptions

Exemption to the Affirmative Action Plan requirements of this Order shall be provided for the following classes of contractors and subcontractors:

1. Contractors or subcontractors who are awarded contracts in the amount of $10,000 or less.

2. Contractors or subcontractors who utilize the services of fewer than five employees during the course of the contract.

3. Contractors or subcontractors whose employment is limited to family members and relatives.

4. Contractors or subcontractors whose employment is limited to persons having direct ownership in the business.

Part E. Procedures

The procedures to be followed in implementing this Order shall be those set forth in Chapter 262I of the Commissioner's Administrative Instructions attached to this Order, and such orders, rules, regulations and guidelines as may be issued by the Office of Human Rights.

Part F. Severability

If any section, subsection, sentence, clause, phrase, or portion of the provisions in this Order is for any reason declared by any court of competent jurisdiction to be invalid or unconstitutional, such section, subsection, sentence, clause, phrase, or portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining provisions of this Order.

Part G. Rescission

Order of the Commissioners 62-713 of April 12, 1962, "Policy and Regulations for the Achievement of Equal Employment. Opportunity in District of Columbia Government Contracts," as amended, is hereby rescinded.

Walter E. Washington
Commissioner of the District of Columbia

GOVERNMENT OF THE DISTRICT OF COLUMBIA

ADMINISTRATIVE ISSUANCE SYSTEM

COMMISSIONER'S ADMINISTRATIVE INSTRUCTION

February 28, 1973

Transmittal Sheet No. 30

TITLE 2600--MATERIEL MANAGEMENT (formerly PROCUREMENT MANAGEMENT)

MATERIAL TRANSMITTED:

CHAPTER 2621--EQUAL EMPLOYMENT OPPORTUNITY CONTRACT COMPLIANCE

To describe standards and procedures by which contractors and subcontractors who perform under District Government contracts may comply with the equal opportunity obligations of their contracts.

MARTIN K. SCHALLER
Executive Secretary, D.C.

INSTRUCTIONS TO CAI HOLDERS

Insert CAI Chapter 2621

P-4730

DISTRIBUTION: All Agencies and Offices of the District Government

GOVERNMENT OF THE DISTRCT OF COLUMBIA

COMMISSIONERS ADMINISTRATIVE INSTRUCTIONS

TITLE 2600. —MATERIEL MANAGENT

CHAPTER 2621. —EQUAL EMPLOYMENT OPPORTUNITY CONTRACT COMPLIANCE

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TITLE 2600 - MATERIEL MANAGEMENT

CHAPTER 2621 - EQUAL EMPLOYMENT OPPORTUNITY CONTRACT COM.PLIANCE

Section 2621.1 Policy and Purpose

It is the policy of the Government of the District of Columbia, in accordance with Commissioner's Order 73-51 and Federal policy, to provide equal opportunity in employment for all persons, to prohibit discrimination in employment because of race, creed, color, national origin, or sex, and to promote the full realization of equal employment opportunity through affirmative, continuing programs by contractors and their subcontractors in the performance of contracts with the District of Columbia Government. These Instructions describe the standards and procedures by which contractors and subcontractors who perform under District Government contracts may comply with the equal opportunity obligations of their contracts. The Director of the Office of Human Rights and the Contracting Officer for each District Government agency shall be responsible for securing compliance with the equal employment opportunity provisions as required by Commissioner's Order 73-51 and these Instructions.

The purpose of the contractor's commitment to specific goals is to meet the contractor's affirmative action obligations and is not intended and shall not be used to discriminate against any qualified applicant or employee.

Section 2621.2 Definitions.

For the purpose of these Instructions and Commissioner's Order 73-51, the following definitions shall apply to the following terms:

"Chairman" means the duly appointed Chairman of the District of Columbia Commission on Human Rights.

"Commission" means the District of Columbia Commission on Human Rights sitting as a body.

"Contract" means any binding legal relationship between the District of Columbia and a contractor for supplies or services, including construction, or for the use of District property, in which the parties, respectively, do not stand in the relationship of employer and employee.

"Contracting Agency" means any department, agency, or establishment of the District which is authorized to enter into contracts.

"Contracting Officer" means the department head of a contracting agency or any persondesiated by him to act as a contracting officer.

"Contractor" means any prime contractor holding a contract with the District of Columbia Government.' The term shall also' refer to sub— contractors when the context so indicates.

"Contract Appeals Board" means the District agency established under Organization Order No.' 9 (Commissioner's Order No. 68-399) as amended.
"Contract Review Committee" means the District agency established under Organization Order No. 9 (Commissioner' s Order No. 68-399) as amended.

"Director" means the duly appointed Director of the District of Columbia Office of Human Rights, or a member of the Office of Human Rights staff specifically delegated to act for him.

"Dispute" means any protest received from a bidder or prospective contractor relating to the effectiveness of his proposed program of affirmative action for providing Equal Employment Opportunity.

"District" means District of Columbia.

"District Government" means the District of 'Columbia Government together with its establishments located in adjacent states.

"Hearing" means a formal, proceeding, open to the public, conducted before a hearing tribunal in order to determine whether or not there has been a violation of any matter subject to this Order.

"Mayor-Commissioner" means the Mayor-Commissioner of the District of Columbia.

"Minority Business Enterprise" means a business at least 50 percent of which is owned by minority group members or, in the case of publicly owned business, at least 51 percent of the stock of which is owned by minority group members.

"Minority Group Member" means persons who are Negroes, Spanish-surnamed Americans, American Orientals or American Indians.

"Orders, Rules, Regulations, Guidelines, and Procedures" means orders, rules, regulations, guidelines and procedures issued pursuant to Coissioner's Order 7-! or these Instructions and in effect at the time the particular contract or contract modification subject to the Order was entered into.

"Subcontract" means any agreement made or executed by a prime contractor or a subcontractor where a material part of the supplies or services, including construction, covered by such an agreement is being obtained for use in the performance of a contract subject to Commissioner's Order

"Subcontractor" means any contractor holding a contract with a District prime contractor calling for supplies or services, including construction, required for the performance of a contract subject to Commissioner's Order 73-51.

TITLE 2600 - MATERIEL MANAGEMENT

Section 2621.3 Utilization of Minority and Female Workers

A. No contracts or subcontracts shall be awarded for D.C. Government and D.C. Government-assisted projects, except as otherwise exempted, unless the bidder or prospective contractor submits, prior to award, a document identified as an Affirmative Action Plan to ensure Equal Employment Opportunity, which shall include the following commitments:

1. With respect to construction contracts, each contractor shall comply with the provisions of Section 2621.4 of these rules, if applicable, and submit a personnel utilization schedule for all trades not covered by Section 2621.4 indicating the actual numbers of minority workers and women expected to be a part of the total workforce in each trade performing work under the contract. Where a construction contract under $100,000 is involved, the contractor or subcontractor shall submit a personnel utilization schedule for all trades performing work under the contract.

2. With respect to all contracts for goods or services, except construction contracts, each contractor or subcontractor shall submit a personnel utilization schedule indicating by craft or skill, the minority and female composition of the workforce related to the performance of the work under the contract. Such schedule shall include all workers located in the facility from which the goods or services are produced and shall include the same information for such other facilities which have a. significant relationship to the performance of work under the contract.

B. Each contractor or subcontractor shall employ a reasonable representation of minority workers and women in all facilities related directly or indirectly to the performance of work under the contract and in all other facilities under the ownership or control of the contractor or subcontractor.

C. If prior experience of the contractor or subcontractor (collectively hereinafter referred to as "contractor") with any local union from which it will secure employees indicates that the union will not refer sufficient minority persons or women to meet minority and female employment commitments, the contractor shall, not less than ten (10) days prior to the employment of any person on the project subject to the jurisdiction of such local union:

1. Notify the United States Employment Service (U.S.E.S.) and at least two minority or female referral organizations of the contractor's personnel needs, and request referral of minority and women workers; - and

2. Notify any minority and female workers who have listed with the contractor as awaiting vacancies; and

3. Employ minority and female workers in sufficient number to meet the minority and female employment goal.

4. If, within five working days prior to commencement of work, the contractor shall determine that the U.S.E.S. or the minority or female referral organizations are unable to refer sufficient minorities or women to meet its commitment, the contractor may take steps to hire, by referral or otherwise, from the local union membership to fill the remaining job openings, provided that it notifies the local union of its personnel needs and of its employment commitment.

5. The contractor shall have standing requests for additional referral .of minority and female workers with the local union, the U.S.E.S., and the other referral sources, until such time as it has met his minority and female employment commitment.

6. If the contractor desires to lay off some of its employees in a given trade on a construction site, it shall assure that sufficient minority and female employees remain on the site to meet the minority and female commitment.

7. No contractor or subcontractor shall refuse to employ any individual because of total inability to speak the English - language unless such person is referred to the U.S.E.S. for counseling. No contractor shall refuse employment to any individual who has a minimal facility to speak English except where the contractor can demonstrate that such facility with English is necessary for the job.

D. Contractors may take other action to improve minority and women's employment as is warranted in light of the circumstances. The requirement that the contractor make a good faith effort shall apply:

1. To the filling of all "new" jobs at the beginning of a construction project or such "new jobs as may be created to fulfill the contract production needs;

2. When the contractor requires workers in a given trade in addition to those included in its projected personnel needs; and

3. To the need of the contractor to substitute for those included in its projected personnel needs due to resignation, terminations, retirement, bad health, death, injury, or any other cause necessitating the replacement of one worker by another in the ordinary course of business.

E. The obligations of the contractor are not reduced, modified, or subject to any provision in any Collective Bargaining Agreement with a labor organization which provides that the labor organization shall have the exclusive or primary opportunity to refer employees. When any contractor employs a minority person or woman in order to comply with these guidelines, such persons shall be advised of their right to seek union membership; the contractor shall provide whatever assistance appropriate to enable such person to obtain membership; and the contractor shall notify the appropriate union of such person' s employment. The contractor shall not discharge, refuse to employ, or otherwise adversely affect such minority person or woman because of any provision in any collective bargaining agreement, or any understanding, written or oral, with any labor organization.

F. If at any time, because of lack of cooperation or overt conduct, a labor organization impedes or interferes with the contractor's implementation of any part of the Employer's Affirmative Action Plan, it shall be the duty of the contractor to notify the Contracting Officer and the Office of Human Rights immediately, setting forth the relevant circumstances.

G. In any proceeding involving a disagreement between a labor organization and the contractor over the implementation of the contractor's Affirmative Action Plan, the Contracting Officer and the Office of Human Rights may become a party to such proceedings.

H. In determining whether or not a contractor or subcontractor is employing a reasonable representation of minorities and females under the terms of these regulations, consideration shall be given to the following factors:

1. The proportion of minorities and women employed as craftsmen or operatives in the construction industry within the District of Columbia.

2. The proportion of minorities and women employed as craftsmen or operatives in non-construction industries within the District of Columbia.

3. The number and ratio of unemployed minorities and women in the District of Columbia.

4. The impact and relevance of available persons in the labor markets adjoining the District of Columbia.

5. The availability of qualified and qualifiable minorities and women for employment in any comparable line of work, including where they are now working and how they may be brought into the contractor's workforce.

6. The effectiveness of existing training programs in the area, including the number who complete training, the length, and extent of training, employer experience with trainees, and the need for additional or expanded training programs.

7. The number of additional workers that could be absorbed into each trade or line of work without displacing present employees, including consideration of present employee shortages, projected growth of the trade or line of work, and projected employee turnover.

I. The contractor's commitment to specific goals for utilization of minorities and females as required by these rules shall constitute a commitment to make every good faith effort, to meet such goals. If the contractor has failed to meet such goals, a determination of "good faith" will be based upon. the contractor's efforts to broaden its equal employment efforts which include but are not limited t the following:

1. The contractor shall notify the community organizations that the contractor has employment opportunities available and shall maintain records of the organizations' responses.

2. The contractor shall maintain a file of the names and addresses of each minority and female worker referred to it and what action was taken with respect to each such referred worker. If such worker was not sent to the union hiring hall for referral or if such worker was not employed by the contractor, the contractor's file should document this and the reasons therefore.

3. The contractor shall notify the Contracting Officer and the Office of Human Rights when the union or unions with whom the contractor has a collective bargaining agreement, has not referred to the contractor a minority or female worker sent by the contractor or the contractor has other information that the union referral process has impeded his efforts to meet his goal.

4. The contractor shall participate in training programs related to its personnel needs.

5. The contractor shall disseminate its EEO policy within its own organization by including it in any policy manual; by publicizing it in company newspapers, annual report, etc.; by conducting staff, employee, and union representatives meetings - to explain and discuss the policy; by posting; and by specific review of the policy with minority and female employees.

6. The contractor - shall disseminate his EEO policy externally by informing and discussing it with all recruitment sources; by advertising in news media, specifically including news media directed to minorities and females; by notifying and discussing it with all known minority and women's organizations; and by notifying and discussing it with all subcontractors and suppliers.

7. The contractor shall make specific and constant personal recruitment efforts (both written and oral) directed at all minority and women's training organizations, within the contractor's recruitment area.

8. The contractor shall make specific efforts to encourage present employees to assist in the recruitment of minorities and women for employment.

9. The contractor shall validate all qualifications, selection requirements, tests, etc. in accordance with EEOC guidelines.

10. The contractor shall make every, effort to provide after school, summer and vacation employment to minority youths and young women.

11. Where practicable, the contractor shall develop on-the-job training opportunities and participate and assist in any association or employer group training programs relevant to the contractor's employee needs.

12. The contractor shall continually inventory and evaluate all minority and female personnel for promotion opportunities and encourage minority and female employees to seek such opportunities.

13. The contractor shall make sure that seniority practices, job classifications, qualifications, etc. do not have a discriminatory effect.

14. The contractor shall make certain that all facilities and company activities are non-segregated.

15. The contractor shall continually monitor all personnel activities to ensure that its EEQ policy is being carried out.

16. The contractor shall solicit bids for subcontracts from available minority-subcontractors, including circulation to such contractor associations.

17. The contractor shall utilize minority banking facilities insofar as ii practicable as depositories for funds which may be involved directly or indirectly in the performance of the contract.

18. If prior experience of the contractor with any labor union from which it will secure employees does not indicate that it will refer sufficient minorities and females to meet its minority or woman's employment goal, the contractor shall employ minority and women workers, without respect to union membership in sufficient members to meet the minority and women's employment goal.

19. The contractor shall ensure that all of his employees as well as those of his subcontractors are made knowledgeable about his equal employment opportunity policy.

J. It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority or woman employees. Discrimination in referral for employment, even if pursuant to provisions of a collective bargaining agreement, is prohibited by the National Labor Relations Act, Title VII of the Civil Rights Act of 1964, and Article 47 of the Police Regulations of the District of Columbia. To the extent that contractors and subcontractors have delegated the responsibility for some of their employment practices to some other organization or agency which prevents them from meeting their obligations pursuant to Commissioner's Order No. 73-51 or the implementing rules, regulations, and orders, such contractors cannot be considered to be in compliance with Commissioner's Order No. 73-51 or the implementing rules, regulations, and orders.

K. All prime contractors and subcontractors shall include in all bid invitations or other pre-bid communications, written or otherwise, with respect to their prospective subcontractors, the goals, as applicable, which are required under these rules. Whenever a prime contractor or subcontractor, subcontracts a portion of the work in any trade designated herein, it shall include in such subcontract, its commitment made under this Order, as applicable, which shall be adopted by its subcontractor who shall be bound thereby and by these rules to the full extent as if it were the prime contractor. The prime contractor or subcontractor

shall give notice to the Office of Human Rights and the Contracting Agency, of any refusal or failure of any subcontractor to fulfill his obligations under this Instruction. Failure of compliance by any subcontractor will be treated in the same manner as such failure by the prime contractor.

Section 2621.4 <u>Construction Contracts Over $100,000</u>

A. No contracts or subcontracts shall be awarded for D.C. Government and D.C. Government-assisted construction or projects whose estimated cost exceeds $100,000, unless the apparent low bidder completes and submits to the Office of Human Rights and the Contracting Officer, prior to award, a document identified as an Affirmative Action Plan to ensure Equal Employment Opportunity, which shall include specific goals for minority and female utilization for all trades which will be used by the contractor on all of his work during the term of his performance of the contract, such goals to be established by the contractor at least within the range established by these rules.

The trades utilizing the following classifications of employees are covered by this Section:

Electricians
Painters and Paperhangers
Plumbers & Pipe-fitters
Ironworkers
Sheet Metal Workers
Elevator Constructors
Asbestos Workers
Lathers
Boiler Makers
Tile and Terrazzo Workers
Glazers
Bricklayers
Carpenters
Marble Masons
Operating Engineers
Plasterers
Steam-fitters
Roofers

B. A bidder who fails or refuses to complete or submit such goals shall not be deemed a responsive bidder and may not be awarded the contract or subcontracts, but such goals need be submitted only for those trades to be

used, in the performance of the District involved contract. In no case shall there be any negotiation over the provisions of the specific goals submitted by the bidder after the opening of bids and prior to the award of the contract.

C. When the estimated cost of the construction project exceeds $100,000, each Contracting Officer shall include, or require the applicant to include, in the invitation for bids or other solicitation used for D.C. Government-involved construction contract, a notice stating that to be eligible for award, -each bidder will be required to comply with these rules for the hereinbefore designated trades to be used during the term of the performance of the contract whether or not the work is subcontracted.

D. The following ranges, constituting acceptable minimums upon which a prospective contactor or subcontractor must establish his goals, are hereby established as the standards for utilization of minorities for each of the designated trades in the Washington SMSA.

E. The minority utilization rate for the aforementioned construction trades as stated in Section A. shall be increased to a goal of 42% or to the maximum extent attainable in each trade, effective immediately.

(1) After the first year of the program, the standards (trades and ranges) set forth herein may be reviewed to determine whether the projections on which these standards are based adequately reflect the construction labor market situation at that time. Any changes in Federal standards pertaining to minority group and female employment in Federally-involved construction shall be taken into consideration in any review of these requirements. In no event, however, shall the standards be increased or trades added for the contracts after bids have been received.

(2) The contractor's or subcontractor's goals established within the above ranges shall express the contractor's commitment of the percentage of minority personnel who will be

Working in each specified craft on each of his projects within the Washington SMSA during the 'term of the covered contract. The hours for minority workers must be substantially uniform throughout the entire length of the contract for each, of the designated trades, to the effect chat the percentage of minority 'workers in the designated trades must be working throughout the length of work on each project in each trade. *

F. The contractor's and subcontractor's commitment to specific goals is to meet affirmative action obligations and is not intended and shall not be used to discriminate against any qualified applicant or employee. Whenever it comes to the bidder's or contractor's attention that the goals are being used in a discriminatory manner, he or she shall immediately report ,that fact to the Office of Human Rights 'in order that' appropriate proceedings may be instituted.

Section 2621.5 Affirmative Action Training Program Each contractor or subcontractor in fulfilling his affirmative action responsibilities under a contract with the D.C. Government, is required to have an existing training program for the purposes of training, upgrading, and promotion of minority employees and women or to utilize existing programs. Such programs should include but not be limited to:

A. Consistent with its personnel' requirements, the contractor or subcontractor shall make full use of the applicable training programs, including pre-apprenticeship, on-the-job training, or skill refinement training for journeymen. Recruitment for such program shall be

B. The contractor or subcontractor may utilize a company-operated skill refinement training program. This program must be formal and must be responsive to the work to be performed under the contract.

C. The contractor or subcontractor may utilize formal private training institutions that have as their objective training and skill refinement appropriate to the classification of the workers employed. When training is provided by a private organization the following information must be supplied:

1. The name of the organization.

2. The address, social security number, and classification of the initial employees and any subsequent employees chosen during the course of the contract.

3. The identity of the crafts or skills involved in the training.

D. If the contractor or subcontractor relies in whole or in part upon unions as a source of his workforce, he will use his best efforts, in cooperation with such unions, to develop joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

E. Approval of training programs by the Office of Human Rights and the Contracting Officer will be predicated, among other things, upon the quality of training, numbers of trainees and crafts or skills involved, and whether the training is responsive to the policies of the District of Columbia Government and the needs of the minority and female community. Minority and female applicants for apprenticeship for training should be selected in sufficient number as to ensure a reasonable level of participation sufficient to overcome the present effect of past discrimination.

Section 2621.6 <u>Utilization of Minority Business Enterprises</u>

A. No contracts or subcontracts exceeding $50,000 shall be awarded unless, prior to award, the apparent low bidder has included in his Affirmative Action Plan to ensure Equal Employment Opportunity, a program for utilizing minority business enterprises as subcontractors and suppliers under the contract. In this connection each contractor or subcontractor shall:

4. Award a reasonable proportion of all subcontractors and purchase orders to minority business enterprises.

5. Provide reasonable technical assistance to minority business enterprises as may be appropriate so as to facilitate the participation of minority enterprises.

6. Assure that known minority business enterprises will have an equitable opportunity to compete for subcontract or purchase orders, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate participation of minority business enterprises.

7. Maintain records showing (1) procedures which have been adopted to comply with the policies set forth in this clause including the establishment of a source list of minority business enterprises, (2) awards to minority business enterprises 0n the source list, and (3) specific efforts to identify and award contracts to minority business enterprises.

8. Include the Utilization of Minority Business Enterprises Clause in all subcontracts which offer substantial minority business subcontracting opportunities.

9. Cooperate with the Office of Human Rights and the Contracting Officer in any studies and surveys of the contractor's minority business enterprise's procedures and practices that may be conducted from time to time.

10. Submit periodic reports of subcontracting to minority business enterprises in such form and manner and at such time as may be prescribed by the Office of Human Rights or the Contracting Officer.

B. In determining whether or not a contractor or subcontractor is utilizing a reasonable representation of minority enterprises under the terms of these regulations, consideration shall be given to the following factors:

1. The current extent of minority enterprise participation in the construction industry.

2. The current extent of minority enterprise participation in the non-construction industry.

3. The availability and utilization of minority enterprises on District or Federally-involved contracts.

4. The opportunity and feasibility for developing or expanding minority enterprise capability for any work to be performed under the contract.

Section 2621.7 Sex Discrimination Guidelines

Recognizing that there may be special problems relating to the employment of women which would not apply to minorities, a further definition of these rules follows which pertain to women alone.

A. The contractor must recruit employees of both sexes for all jobs unless sex is a bona fide occupational qualification as determined by the Office of Human Rights.

B. When the contractor advertises for employees, it may not express, nor imply, a sex preference unless sex is a bona fide occupational qualification.

C. The contractor must include in all written personnel policies a statement to the effect that there will be no discrimination against employees based on sex.

D. The contractor shall not enter into a written collective bargaining agreement in behalf of employees which is inconsistent with the spirit and intent of these guidelines.

E. The contractor shall make all jobs available to both sexes based upon qualifications.

F. There must be no distinctions based, upon sex in employment opportunities, wages, hours, seniority, promotion, retirement, employee benefits, termination or other conditions of employment.

G. The contractor may not deny employment to women with young children, unmarried mothers, or women of "childbearing years," nor because of their marital status unless it applies the same rules to men.

H. The contractor may not deny employment to men or women nor refuse to assign them to any job because of lack of restrooms or related facilities unless it can show that the construction of such facilities would entail excessive expense or that it lacks space.

I. **(1)** Women shall not be penalized in their conditions of employment because they require time away from work on account of childbearing. When, under the contractor's leave policy the female employee would qualify for leave, then childbearing must be considered by the contractor to be a justification for leave of absence for female employees for a reasonable period of time.

(2) If the contractor has no leave policy, childbearing must be considered by the contractor to be a justification for a leave of absence for a female employed for a reasonable period of time. Following childbirth, and upon signifying her intent to return within a reasonable time, such female employee shall be reinstated to her original job or to a position of like status and pay, without loss of service credits.

J. The contractor may not restrict women to certain job classifications only.

K. The contractor shall take affirmative action to recruit women for jobs from which they have been previously excluded and to include women candidates in management training programs as well as other training programs.

Section 2621.8 Enforcement

A. The Office of Human Rights and the Contracting Officer shall review contractor's and subcontractor's employment practices during the performance of the contract. If the contractor or subcontractor meets its goals or if the contractor or subcontractor can demonstrate that it has made every good faith effort to meet those goals, the contractor shall be presumed to be in compliance with Commissioner's Order 73-51. (hereinafter referred to as "the Order") and no formal sanctions shall be instituted unless the Commission on. Human Rights or Office of Human Rights otherwise determines that the contractor or subcontractor is not providing equal employment opportunity. When the Office of Human Rights or the Commission on Human Rights proceeds with a formal hearing it has the burden of proving that the contractor has not met the requirements of the Order, but the contractor's failure to meet his goals shall shift to it the requirement to come forward with evidence to show that it has met the "good faith" requirements of these rules.

B. Compliance Reviews

Routine or special reviews may be conducted by the Office of Human Rights or the Contracting Officer in order to ascertain the extent to which Commissioner's Order 73-51 is being implemented and to furnish information that may be useful to the Office of Human Rights and the Contracting Officer in carrying out their functions under the Order.

1. Routine Compliance Review

A routine compliance review consists of a general review of the practices of the contractor or subcontractor to ascertain compliance with the requirements of the Order. A routine compliance review shall be considered a normal part of contract administration.

2. Special Compliance Review

A special compliance, review consists of a comprehensive review of the employment practices of the contractor or subcontractor with respect to the requirements of the Order. Special compliance reviews shall be conducted (a) from time to time, (b) when special circumstances, including complaints filed, under this Section, warrant, or (c) when ordered by the Mayor.

C. Complaints

1. Any employee of any District contractor or subcontractor or applicant for employment who believes himself or herself to be aggrieved under the provisions of Commissioner's Order 73-51 may, in person or by an authorized representative, file in writing, a complaint of alleged discrimination' with the Office of Human Rights. The Director of the Office of Human Rights may initiate investigations of individual instances and patterns of discriminatory conduct and may initiate complaints thereupon and keep the Contracting Officer informed of such actions.

2. A complaint, to the extent practicable, shall contain the following:

   (a) The name and address of the complainant;

   (b) The name and address of the contractor or subcontractor committing the alleged discrimination;

   (c) A statement of the alleged discriminatory practices and the particulars thereof.

3. The Office of Human Rights shall institute a prompt investigation of each complaint filed with it or initiated by it.

4. If the investigation by the Office of Human Rights shows no violation of the nondiscrimination provisions, the Office of Human Rights shall so find and close the case, subject to review by the Commission on Human Rights. If, upon review, the Commission does not concur with the findings of the Office of Human Rights, it may order such action, including further investigation or a hearing, as it deems necessary.

5. If the investigation indicates the existence of an apparent violation of the nondiscrimination provisions, the matter may be resolved by the methods of conference, conciliation, mediation, or persuasion whenever practicable.

6. When the Director of the Office of Human Rights or the Contracting Officer has reasonable cause to believe that a contractor has violated the provisions of the Order, the Contracting Officer shall issue a notice requiring the contractor to show cause, within 30 days, why monitoring, enforcement proceedings or other appropriate action to ensure compliance should not be instituted.

D. Hearing

1. In the event that a dispute arises between the bidder or prospective contractor and the Office of Human Rights or the Contracting Officer as to whether the proposed program of affirmative action for providing equal employment opportunity submitted by such bidder or prospective bidder or prospective contractor complies with such requirements, then the matter shall be referred to the Contract Review Committee for determination. In its discretion the Office of Human Rights may refer the matter concurrently to a panel of three members of the Commission on Human Rights for a hearing and recommendations, a report of which will be supplied to the Contract Review Committee for such consideration as the Committee deems appropriate. If the Committee has issued its determination in a matter before it has received a report from the Commission on Human Rights in the same matter, the Commission' s report shall be treated as an application for reconsideration to the extent it differs materially from the Committee's determination.

2. If a case in which an investigation by the Office of Human Rights or the Contracting Officer has shown the existence of an apparent violation of the nondiscrimination provisions is not resolved by informal means, the contractor or subcontractor complained against shall be afforded an opportunity for a hearing before a three-member panel of the Commission on Human Rights designated by its Chairman.

3. When any matter subject to the Order is brought to a hearing before the Commission on Human Rights and involves parties or issues. subject to Article 47 of the D.C. Police Regulations, the Office of Human Rights may join such parties or issues and the Commission on Human Rights shall take appropriate action pursuant to this Order and Article 47 of the Police Regulations of the District of Columbia.

4. Whenever a hearing is to be held pursuant to the Order and these Instructions, reasonable notice of such hearing shall be given by registered mail, return receipt requested, to the contractor or subcontractor complained against. Such notice shall include (a) a convenient time and place of hearing, (1,) a statement of the provisions of the Order or any other laws or regulations pursuant to which the hearing is to be held, and (c) a copy of the complaint or a concise statement of the matters to be brought before the hearing tribunal. All hearings shall be open to the public and shall be conducted in accordance with Title 8 of the D. C. Rules and Regulations, and this section.

5. Procedural rules to govern such hearings shall be subject to review by the Corporation Counsel and adopted in accordance with the District of Columbia Administrative Procedure Act, Sec. 1—1501 et seq., D.C. Code (Supp. IV, 1971).

E. Sanctions and Remedies

1. Following a determination by the Office of Human Rights, the Commission on Human Rights, or the Contracting Officer, that a law bid is not responsive to the affirmative action requirements of the Order and these Instructions, the determining authority may recommend to the Contract Review Committee that such bid be rejected and that either the next lowest bid be considered or the contract be re-advertised or renegotiated. If the recommendation of the determining authority is not sustained by the Contract Review Committee, the issue may be submitted to the Deputy Commissioner or his designee for final determination. Pending such final determination by the Deputy Commissioner, no award shall be made of the contract in dispute.

2. Following a determination' by the Commission on Rights that there has been a violation of the nondiscrimination provisions of the Order or these Instructions by a contractor or his subcontractor, it may, in accordance with the hearing procedures set forth above, and with applicable laws and regulations, order appropriate sanctions and remedies. A right of appeal from the determination may be exercised to the Contract Appeals Board by the contractor or subcontractor with respect to any sanction or remedy in accordance with subparagraphs (a) and (b) of this paragraph, If such determination is not sustained by the Contract Appeals Board, the issue may be submitted to the Deputy Commissioner for final determination. Sanctions and remedies may include the following:

   (a) Direct that any Contracting Officer shall refrain from entering into further contracts, extensions, or other modifications of existing contracts, and that the contractor or subcontractor be ineligible for further District contracts until such contractor or subcontractor shall have satisfied the District of Columbia that he has established and will maintain equal opportunity policies in compliance with the provisions of the-Order.

(b) Direct the Contracting Officer concerned to cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion of portions thereof, for failure of the contractor or subcontractor to comply with the non discrimination provisions of the contract. Such contracts may be cancelled, terminated, or suspended absolutely, or continuance thereof may be conditioned upon a program for future compliance approved by the Office of Human Rights. Any such sanction may be rescinded by the Contract Appeals Board upon recommendation by the Office of Human Rights.

(c) Issue such cease and desist orders or order such affirmative actions by any employer or labor organization in connection with a District contract as may be proper in accordance with Article 47 of the D.C. Police Regulations. Such orders shall be subject to judicial review in accordance with the D.C. Administrative Procedure Act.

(d) Publish, or cause to be published, the names of contractors or unions which have been determined to have complied or have failed to comply with the provisions of the Order.

(e) Recommend to the D.C. Corporation Counsel, the Equal Employment Opportunity Commission, the U. S. Secretary of Labor, the U. S. Attorney-General or any other District, State, or Federal agency that appropriate administrative, civil or criminal proceedings be instituted under applicable District, State or Federal laws.

3. Whenever it appears that the holder of or an applicant for a permit, license or franchise issued by any agency or authority of the Government of the District of Columbia is a person determined to be in violation of Commissioner's Order 73-51, the Office of Human Rights may at any time it deems such action advisable or desirable, notwithstanding any other action it may take or may have taken under the authority of the Order, refer to the proper licensing agency or authority the facts and identities of all persons involved in such violation for such action as the said agency or authority, in its judgment, considers appropriate based upon the facts thus disclosed to it.

4. Any contractor or subcontractor declared ineligible for further District of Columbia contracts under this Order may request reinstatement by written application to the Commission on Human Rights. In connection with the reinstatement proceeding. The contractor or subcontractor shall be required to show that he has now complied with the Order or that he has a program of compliance acceptable to the Commission on Human Rights.