



**DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY
210th MEETING OF THE BOARD OF DIRECTORS
Thursday, June 4, 2015
9:30 a.m.
5000 Overlook Avenue, SW
Room 407**

- I. **Call to Order (Chairman Matthew Brown)**
- II. **Roll Call (Linda Manley, Board Secretary)**
- III. **Approval of May 7, 2015 Minutes (Chairman Matthew Brown)**
- IV. **Chairman's Overview**
- V. **Committee Reports**
 1. Governance Committee (**Ellen Boardman**)
 2. Environmental Quality and Sewerage Services Committee (**Bo Menkiti**)
 3. Joint Meeting of the Environmental Quality and Sewerage Services/Water Quality and Water Services Committees (**Bo Menkiti**)
 4. Water Quality and Water Services Committees (**Howard Gibbs**)
 5. Human Resource and Labor Relations Committee (**Edward Long**)
- VI. **CEO/General Manager's Report (George Hawkins)**
 - Procurement Manual Revisions – Randy Hayman
- VII. **Summary of Contracts**
- VIII. **Consent Items (Joint-use)**
 1. Approval to Execute Contract No. 15-PR-DWT-35, Polydyne, Inc. – Resolution No. 15-44 (Recommended by Environmental Quality and Sewerage Services Committee 05/21/15)
 2. Approval to Execute Contract No. 140090, M.C. Dean, Inc. - Resolution No.15-45 (Recommended by Environmental Quality and Sewerage Services Committee 05/21/15)
 3. Approval to Execute a Basic Ordering Agreement – XV of Contract No. DCFA 469-WSA – C.C. Johnson & Malhotra, PC – Resolution No. 15-46 (Recommended by Environmental Quality and Sewerage Services Committee 5/21/15)
 4. Approval to Execute a Basic Ordering Agreement - XVI of Contract No. DCFA 470-WSA, O'Brien & Gere Engineers, Inc. - Resolution No.15-47 (Recommended by Environmental Quality and Sewerage Services Committee 5/21/15)

5. Approval to Execute of Contract No. 140230, Ulliman Schutte Construction, LLC – Resolution No. 15-48 (Recommended by Environmental Quality and Sewerage Services Committee 5/21/15)
6. Approval to Execute Supplemental Agreement of Contract No. DCFA 456-WSA, CH2M Hill Engineers, PC – Resolution No. 15-49 (Recommended by Joint Committee - Environmental Quality and Sewerage Services/Water Quality and Water Services Committees 5/21/15)

Consent items (Non-Joint Use)

1. Approval to Execute Contract No. 140160, SAK Construction - Resolution No. 15-50 (Recommended by Environmental Quality and Sewerage Services Committee 5/21/15)
2. Approval to Execute a Two Year Base and One Option Year of Contract No. 15-PR-DDCS-01, C&E Services Inc. of Washington – Resolution No. 15-51 (Recommended by Water Quality and Water Services Committee 05/21/15)
3. Approval to Execute Contract No. WAS-12-002-AA-SH, Aclara Technologies – Resolution No. 15-52 (Recommended by Water Quality and Water Services Committee 05/21/15)

IX. Executive Session – To discuss legal, confidential and privileged matters pursuant to Section 2-575(b)(4) of the D.C. Official Code¹

X. Adjournment

¹ The DC Water Board of Directors may go into executive session at this meeting pursuant to the District of Columbia Open Meetings Act of 2010, if such action is approved by a majority vote of the Board members who constitute a quorum to discuss: matters prohibited from public disclosure pursuant to a court order or law under D.C. Official Code § 2-575(b)(1); contract negotiations under D.C. Official Code § 2-575(b)(1); legal, confidential or privileged matters under D.C. Official Code § 2-575(b)(4); collective bargaining negotiations under D.C. Official Code § 2-575(b)(5); facility security under D.C. Official Code § 2-575(b)(8); disciplinary matters under D.C. Official Code § 2-575(b)(9); personnel matters under D.C. Official Code § 2-575(b)(10); proprietary matters under D.C. Official Code § 2-575(b)(11); decision in an adjudication action under D.C. Official Code § 2-575(b)(13); civil or criminal matters where disclosure to the public may harm the investigation under D.C. Official Code § 2-575(b)(14), and other matters provided in the Act.

Upcoming Committee Meetings (5000 Overlook Avenue SW (Blue Plains – 4th Floor)

- Environmental Quality and Sewerage Services Committee – Thursday, June 18th @ 9:30 a.m. (5000 Overlook Avenue, SW)
- Water Quality and Water Services Committees – Thursday, June 18th @ 11:00 a.m (via conference call)
- DC Retail Water and Sewer Rates Committee – Tuesday, June 23rd @ 9:30 a.m. (5000 Overlook Avenue, SW)
- Finance and Budget Committee – Thursday, June 25th @ 11:00 a.m. (5000 Overlook Avenue SW)



DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

BOARD OF DIRECTORS

GOVERNANCE COMMITTEE

MEETING MINUTES

May 13, 2015

Committee Members

Ellen Boardman, Chairperson
Alan Roth
Rachna Butani
Shirley Branch
Matthew Brown

D.C. Water Staff

George Hawkins, General Manager
Randy Hayman, General Counsel
Linda Manley, Board Secretary

Chairperson Boardman convened the meeting at 9:02 a.m. The Chairperson requested Corey Gray, Compliance Officer, to address Agenda Item # 2 –DC Water Works! Employment Programs Update. Mr. Gray stated that his presentation would be in two parts. The first part would address FY 2015 contractor data, while the second part would be an update on the permanent program framework.

DC Water's goods and services employment data for FY 2015 reflected 608 job positions, 352 of which were filled by residents within the user jurisdictions, 116 of whom were District residents. During this period there were 24 new hires, 20 of whom were from the user jurisdictions. The non-major construction projects data showed there was a total of 1,247 positions of which 777 were filled by user jurisdiction residents, 179 of whom were District residents. Of the 38 new hires, 31 came from the user jurisdictions. Mr. Gray then turned to the employment data for major construction projects. The major construction project data showed there was a total of 2,826 positions, 1,337 of which were filled by residents of user jurisdictions, 320 of whom were District residents.

Mr. Gray gave the Committee an update on the February 4, 2015 EE Cruz Job Fair as previously requested. EE Cruz indicated they were interested in meeting candidates for positions as carpenters, mechanics, operators, and both skilled and unskilled laborers. While interviews for 207 participants had been scheduled, there were 284 walk-ins. Individuals were rated by EE Cruz from 1 (lowest) to 4 (highest). Thirty-one individuals received a 3 or 4 rating, of whom 4 were hired. An additional 27 applicants are scheduled to be interviewed through May and part of June.

Mr. Gray did a three year review of DC Water's total contractor workforce showing total workforce, user jurisdiction participation and DC resident participation. The highest percentage of user jurisdiction participation occurred in FY 2013 with 60%, while FY 2014 had 53 % user jurisdiction participation and, FY 2015 had 53% user jurisdiction participation (as of May 2015). The percentage of the total contractor workforce comprised of DC residents was 13% per year for FY 2013, FY2014 and FY 2015 (as of May 2015).

Mr. Gray did a similar review for DC Water contractor new hires. The review showed an increase in new hires from FY 2013- FY 2015, with percentages of 57%, 75% and 79% respectively for user jurisdiction residents. The new hire percentages for DC residents were 46 % for FY 2013, 40% for FY 2014, and 37% for FY 2015 (as of May 2015).

Mr. Gray then reviewed the proposed framework for the permanent DC Water Works! Program. The Program will establish employment goals for DC Water's user jurisdictions, District residents and best faith efforts to be exercised by contractors to achieve these goals. Both pre-award and post- award incentives will be established for contractors. The Program will engage up to three third-party job training and job placement providers to develop and operate training and placement programs for construction and service projects. A committee will be established to assist the third-party providers with developing a curriculum. Goals for graduation rates and job placement rates of 80% and 65% respectively have been established. The Program will utilize a new online database. The Committee commented that the group selected to develop the database should have a strong compliance background and not just be technology-oriented. The Committee also expressed concern that the online database not add a burden to contractors, especially smaller firms. The DC Water staff agreed with these comments and stated that these concerns would be addressed when developing the online database.

Mr. Gray advised that the Job Centers would be an important and active part of the Program. Individuals would be allowed to view employment opportunities, complete applications, and post resumes. To this end resume, writing support will be available at the job centers. Additionally, contractor days will be held once a month at the centers. The Committee was shown a graph depicting the DC Water Works! database flow of information. Mr. Gray then detailed the contractor's responsibilities under the Program. The responsibilities of DC Water were also detailed which included the inclusion of language in construction and service solicitations, the discussion of goals at pre-bid and post-bid meetings, the submittal of payroll data via the job center database, the generation of both monthly reports for DC Water executive staff and bi-monthly reports to the Governance Committee. A Program reporting flow chart was presented to the Committee.

Mr. Gray concluded his report with a discussion of outreach efforts to certified firms which includes the sharing of procurement forecasts and procurement opportunities with regional certified business authorities and business organizations, conducting semi-annual roundtables as well as an annual procurement conference at DC Water and continuing with the Vendor Day Program.

The Chairperson then turned the Committee's attention to the proposed amendments to the Procurement Manual. The Chairperson noted that the idea to amend the debarment and suspension chapter of the Procurement Manual arose in 2013 as a result of concerns about the actions and events surrounding certain contractors. With the advent of a new Chair, the Committee decided to take a step back and determined that other chapters should be revised as well. The current revisions represent the work done over the past many months.

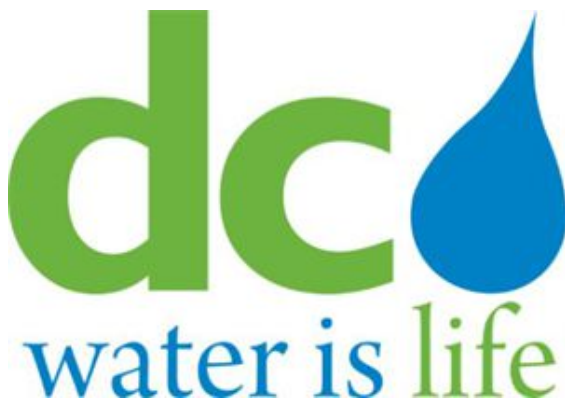
The Chairperson asked the General Counsel, Randy Hayman, to address the most recent revisions. Mr. Hayman distributed a packet of materials to the Committee identifying all proposed changes.

Mr. Hayman advised that Chapters 23 and 25 included revisions addressing the requirements for a responsible prospective contractor. These include requirements to disclose Labor Violations as defined in the revised Manual (see Chapter 23). Mr. Hayman reminded the Committee that Chapter 26, covering debarment and suspension had been previously reviewed by the Committee with few changes having been made with this iteration. Finally, only clerical changes had been made to Chapter 5. The Committee suggested certain non substantive edits to Mr. Hayman who concurred with same. Mr. Hayman will circulate to the Committee a copy of the revised final changes and will present the same to the full Board at the June meeting. These changes are not required to be approved by the Board, however, since authority over changes to the Procurement Manual rests solely with the CEO/General Manager.

The Committee members were asked if they had any emerging issues or other business to discuss, with none being raised.

The General Counsel, Randy Hayman, informed the Committee that an executive session was not needed.

Chairperson adjourned the meeting at 11:07 a.m.



**District of Columbia
Water and Sewer Authority**

Board of Directors

**Environmental Quality and Sewerage
Services Committee**

Thursday, May 21, 2015

9:30 a.m.

MEETING MINUTES

Committee Members Present

Bo Menkiti, Acting Chairperson
David Lake
James Patteson
Matthew Brown
Brenda Richardson
Howard Gibbs

DC Water Staff Present

George Hawkins, General Manager
Len Benson, Chief Engineer
Randy Hayman, General Counsel
Linda Manley, Secretary to the Board

I. Call to Order

Mr. Bo Menkiti, Acting Chairperson, called the meeting to order at 9:30 AM.

II. AWTP STATUS UPDATES

1. BPAWTP Performance

Mr. Walt Bailey, Assistant General Manager for Wastewater Treatment, reported that the monthly average influent flow was 309 MGD, bringing the 12-month average to 294 MGD. 3.4-inches of precipitation fell during the December reporting period. Mr. Bailey commented the new enhanced nitrogen removal facility is performing well, producing a low total nitrogen concentration of 2.6 mg/l. Mr. Bailey referenced a newly formatted graph showing the new permit based on an annual calendar year, where the total nitrogen must be below 4,377,580 lbs/year. Overall, plant performance was excellent with 100% permit compliance.

Biosolids production was 467 wet tons per day. All biosolids were digested. These biosolids are still classified as Class B as we await Class A certification from Virginia State authorities. Mr. Bailey commented the Combined Heat and Power (CHP) have tested all three turbines. Currently, operation of the turbines is pending Pepco Energy Services coordination with Pepco Utility on the interconnection agreement and procedures.

III. UPDATES: POTOMAC INTERCEPTOR SEWER

1. Odor Abatement Project

Mr. Len Benson, Chief Engineer, reported that on May 18, Maryland Site 27 (Old Angler's Inn) began operating with the exhaust stack modified to increase the dispersion of the exhaust plume. No odor complaints were noted. It was reported that the use of a permanganate counteractant will still be used at this station to ensure effective odor control. Site 31 (Fairfax) is scheduled to come online in July 2015. Our experience with Old Angler's Inn indicates that the odor control issues with the currently designed and installed system will likely be repeated unless we modify the system at Site 31. Therefore prior to start-up we will modify the system as we are doing at Old Angler's Inn, i.e., a similar counteractant and exhaust system will be installed to mitigate the odor at Site 31. The committee asked if Site 46 (Loudoun) has a backup power or generator. Mr. Benson responded that there is no backup power (except for the uninterruptible power supply provided only as backup power for the SCADA system components). Mr. Benson further added that if power outage was re-occurring then backup power/generator would be considered. Mr. Benson explained gas samples were taken at Sites 17 and 27 in an attempt to locate the source of Dimethyl Disulfide (DMS). The source of DMS could not be located and it was determined that DMS was found throughout the Potomac Interceptor (PI). Further investigation will take place at such time as the entire odor control system is on-line.

IV. ACTION ITEM - JOINT USE

1. Contract No. 140090, M.C. Dean, Inc.
2. Contract No. DCFA #469, C.C. Johnson & Malhotra, PC
3. Contract No. DCFA #470, O'Brien & Gere Engineers, Inc.
4. Contract No. 140230, Ulliman Schutte Construction, LLC
5. Contract No. 15-PR-DWT-35, Polydyne, Inc.

Mr. Benson, Chief Engineer, presented actions items 1, 2, 3, 4.

Action Item 1 is a request to execute an Engineering and Construction Services Contract No. 140090. The contract is to provide SCADA integration services for outside the plant.

Action Item 2 is a request to execute a basic ordering agreement for architectural and engineering services Contract No. DCFA #469. The contract is to provide professional engineering design for water and sewer infrastructure and facilities on a task order basis. The committee asked if this contract is to augment the in-house water design group. Mr. Benson responded the contract is in anticipation of the peak design periods while in-house design group still handling the base design loads.

Action Item 3 is a request to execute a basic ordering agreement for architectural and engineering services Contract No. DCFA #470. -The contract is to provide professional engineering design for water and sewer infrastructure and facilities on a task order basis.

Action Item 4 is a request to execute a construction Contract No. 140230. The contract is to have a contractor available to perform emergency and non-emergency repairs on existing process equipment.

Ms. DeNerika Johnson presented action item 5.

Action Item 5 is a request to execute a contract for polymer. The contract is a sole source to provide dry polymer to be used at the Final Dewatering Facility (FDF). The committee asked to why the contract was sole source. Mr. Bailey explained that FDF contract required the contractor to select a polymer to meet the performance requirements, and as part of the warranty the same polymer will continue to be used for the following year while under warranty.

ACTION ITEM – NON-JOINT USE

1. Contract No. 140160, SAK Construction

Mr. Len Benson, Chief Engineer, presented the action item 1.

Action Item 1 is a request to execute a construction contract to rehabilitate existing infrastructure of the sewer system.

The Committee will recommend all action items to the full Board for action.

V. CLEAN RIVERS QUARTERLY REPORT

Mr. Chris Allen, Deputy Director, Clean Rivers reported DC Water receiving an award from the American Academy of Environmental Engineers and Scientists (AAEES) for the green roof project at Fort Reno Reservoir and an award for communication for the Lady Bird tweets. Mr. Allen highlighted the major accomplishments through FY 2015 noting Division “A” Lady Bird TBM is approximately half mile from her destination of Main Pumping Station. Mr. Allen comment Division “E” was substantially complete in December 2014 but because obtaining conduit/utility information was delayed and winter paving was not preferred, the work including paving has since been completed. Mr. Allen commented Division “H” is the site where ground had to be stabilized using jet grouting due to soil inflow at the inter-shaft connector tunnel. Mr. Allen noted Division “P” in the vicinity of Bloomingdale had to temporarily relocate six families because of their close proximity to the construction. Mr. Allen explained Division “U” is proceeding with an Advance Utility Relocation contract in an effort to relocate the necessary utilities to streamline the work for Division “J” Northeast Boundary Tunnel.

Mr. Hawkins noted Division “J” will be the largest single construction contract by value DC Water has awarded. The committee asked about the Division “P” outreach and interface efforts with the community. Mr. Allen responded that the communication is a three-way effort with DC Water taking the lead and having a dedicated DC Water staff visiting and communicating with the community and establishing relationships

Ms. Bethany Bezak, Manager, Clean Rivers Green Infrastructure reported the long-term control plan (LTCP) consent decree modification eliminated the Rock Creek Tunnel and replaced it with green infrastructure, and substantially modified the Potomac River Tunnel, also replacing considerable storage volume in the tunnel with green infrastructure. Mr. Hawkins highlighted the biggest change is to the Potomac River Tunnel with the elimination of the underground pumping station and functional replacement with a gravity sewer tunnel.

VI. CIP QUARTERLY REPORT

Mr. Benson reported the fiscal year 2015 disbursement is projected to be 94%. Mr. Benson commented the key performance indicators (KPI) bar graphic will be evaluated for effectiveness to better communicate KPI status.

VII. OTHER BUSINESS/EMERGING ISSUES

Mr. Benson reported that the building that was illegally constructed at 1744 D St NE over the North East Boundary Sewer had been removed and thus the asymmetrical loading, of the sewer, that had been caused by the building was resolved.

VIII. EXECUTIVE SESSION

An executive session was not held.

IX. ADJOURNMENT

The meeting was adjourned at 10:50am.

Follow-up Items

None



*Board of Directors
Joint Meeting of the Environmental
Quality and Sewerage Services and
Water Quality and Water Services
Committees*

Thursday, May 21, 2015

10:30 a.m.

MEETING MINUTES

Committee Members Present

Rachna Butani, Chairperson
Bo Menkiti, Acting Chairperson
David Lake
James Patteson (via Telephone)
Alan Roth
Matthew Brown
Howard Gibbs
Robert Mallett
Brenda Richardson

DC Water Staff Present

George Hawkins, General Manager
Len Benson, Chief Engineer
Randy Hayman, General Counsel
Linda Manley, Secretary to the Board

I. Call to Order

Mr. Bo Menkiti, Acting Chairperson, called the meeting to order at 10:50am.

II. ASSET MANAGEMENT PROGRAM UPDATE

Mr. Len Benson, Chief Engineer, noted that an Enterprise Asset Management candidate has been selected for the position.

Mr. Benson highlighted DC Water Blue Horizon 2020 Strategic Goals noting that the asset management (AM) program is geared to meet Goals 8, 1, 4, 5, and 9. Mr. Benson noted there is now an international AM standard ISO 55000:2014 that will be used to develop the framework for a World-Class AM program. Mr. Benson explained one of the biggest challenges in an AM program is to get buy-in from staff and upper management to a process that will significantly change how work is performed; however, Phase 1 efforts found a broad buy-in with the staff involved in the AM process recognizing there are new and better ways to performing their work, and that AM will help identify and codify them into the daily work of the Enterprise.

Mr. Alan Ispass, CH2M Hill Director for the AM Program, summarized the Phase 1 accomplishments by highlighting staff awareness, which included communication and change management plan. The committee inquired if one of the objectives of the AM program is to manage or assist with decisions as pertains to innovation. Mr. Benson responded the AM program is to manage physical assets.

Mr. Ispass stated that the Asset Management Policy has been approved by the AM Steering Team. Mr. Ispass noted an evolving Enterprise-wide approach to CIP development and prioritization, which will be further developed in Phase 2 of the AM program. Mr. Ispass discussed the risk framework by highlighting the Phase 1 piloted risk-based framework with the pumping station operations and maintenance staff. The committee inquired on the development of the relative risk of failure scoring and whether the risk framework provides an objective scoring methodology to balance an asset owner's personal preference and a scoring system for the Enterprise to make across the Enterprise comparative choices. Mr. Ispass responded one of the AM program charters is to develop a uniform enterprise-wide approach to scoring the assets. Mr. Ispass noted an asset hierarchy has been recommended. He explained that the hierarchy is a parent-child relationship between assets, for example Blue Plains is the parent and the treatment processes are the child and so forth down to the physical asset (e.g., pumps, motor control center, etc.) as an illustration to understand if something fails, what else will be impact. Mr. Ispass further added that the results of the risk assessment will identify the highest risk asset and what would be an acceptable risk level before mitigation measures must be implemented.

Mr. Ispass proceeded to explain that Phase 2 will include 31 tasks and 78 modules to develop new tools and processes to improve customer value and to better predict and prevent asset failure. The committee inquired whether software is considered an asset. Mr. Ispass responded software is not necessarily an asset unless it is directly attributed to the equipment such as vibration software for an equipment and SCADA for example. However, the inclusion of IT software in the AMP is not prohibited and warrants further evaluation.

The committee asked to see the metrics for the AM program such as saved hours, completion of preventive maintenance orders, how proactive and reactive work is measured, and the goals to change the proactive and reactive ratio to track the progress and cost-benefit of the AM program. The committee asked for a report to what have been accomplished in Phase 1 and the plan for Phase 2. Mr. Benson responded that the metrics and a report will be provided.

III. ACTION ITEM – JOINT USE

1. Contract No. DCFA #456, CH2M Hill Engineers, PC

Mr. Benson presented Action Item 1.

Action Item 1 is a request to execute supplemental agreement for architectural and engineering services for Contract DCFA #456. The contract is for the AM Program to proceed to Phase 2 to provide support services for an Enterprise-wide asset management program.

The Committee recommended the action item to the Board for approval.

IV. OTHER BUSINESS/EMERGING ISSUES

None

V. EXECUTIVE SESSION

An executive session was not held.

VI. ADJOURNMENT

The meeting was adjourned at 11:35am.

Follow-up Items

1. Provide metrics for the AM program.
2. Provide a report to what have been accomplished in Phase 1 and the plan for Phase 2.



DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

**BOARD OF DIRECTORS
WATER QUALITY AND WATER SERVICES COMMITTEE**

**MEETING MINUTES
THURSDAY, MAY 21, 2015**

Present Board Members

Rachna Butani, Chair
Howard Gibbs
Robert Mallett
Alan Roth
Brenda Richardson
Matthew Brown

Present D.C. Water Staff

George Hawkins, General Manager
Randy Hayman, General Counsel
Charles Kiely, Assistant General Manager,
Customer Care and Operations
Linda Manley, Board Secretary

I. Call to Order

Ms. Butani called the meeting to order at approximately 11:45 a.m.

II. Water Quality Monitoring

A. Total Coliform Rule (TCR) Testing

Charles Kiely, Assistant General Manager for Customer Care and Operations, reported that for coliform testing, D.C. Water had zero positive samples for April and to date in May. He indicated that this was expected because they have done their spring cleaning which ended two and a half weeks ago. They are now back to their normal treatment. Mr. Kiely stated that they believe they have obtained optimum control with respect to treatment which is helping them on the distribution system.

B. Lead and Copper Rule Monitoring

For the first time in five years they have 100 samples before June. Mr. Kiely said that they are always chasing people at the end to meet the compliance requirement. They have not all been analyzed, but they have 78 test results in and 22 are currently being analyzed. He reported that they were at an all-time low and hopefully it will stay that way. They were at 2.7 parts per billion in terms of lead, which is outstanding. Mr. Kiely said that unless something unusual happens in the next two weeks, they will have a very nice report to submit to EPA in July.

III. Fire Hydrant Update

Mr. Kiely reported that there were 71 fire hydrants out of service of the total of approximately 9,400. In the inaccessible category there were 53. They are at .75 percent. The issue at D.C. General still has not be resolved. It is not a fire protection issue per se because they have coordinated all of that with the Fire Department. He stated that a lot of the issue has to do with controlling the water on the campus and at the jail.

Ms. Butani said that they had all seen the lead news about the children at D.C. General and wanted to know if this had become more of a priority in terms of trying to get that campus working. Mr. Kiely replied that they have coordinated with the Fire Department. Fire protection at the campus is not a major issue because they have water inside the distribution in the public section anyway. Part of it is just coordinating activities within the campus itself. They have to shut off parts of the campus to support that. It is a coordination effort. In terms of fire protection within the campus, there is adequate water in that area for the Fire Department to deploy and they know everything that is in service and out of service around that general area. They have not indicated that it is a problem for D.C. Water and if they did, Mr. Kiely said that he would force the issue on better coordination. Those discussions are still taking place. There are similar issues in other areas, too, when you are dealing with some of the agencies they have to deal with on an ongoing basis. Ms. Butani stated that she knows there are other issues but when a particular part of the city is under a lot of scrutiny, as much as coordination issues can be pushed, they should. Mr. Kiely stated that he will emphasize that with Mr. Wall.

Mr. Mallett asked about obstructed fire hydrants. Mr. Kiely stated that there are two categories. There are obstructed hydrants, especially if you go over to parts of Southeast where all the major construction is going on. There are sometimes construction fences set up. These are coordinated with the District's Consumer and Regulatory Affairs (DCRA) to work with the permittees because they are not technically allowed to put up their fencing around the hydrants. On occasion they do this and it is coordinated with DCRA and DCRA enforces the issue. Others are due to construction activity. Parts of the system are out because there is a lot of construction going on in the general area. In a couple of places there are mains going into those hydrants not in service because they are actually doing work there. Mr. Kiely indicated that the access issues are not dealt with until construction is actually completed. In every case they check to make sure there is adequate fire flow. If there is not, they take it on immediately and go deal with it. As long as they confirm that there is adequate fire flow and confirm that with the Fire Department, they deal with it afterwards. Ms. Butani stated that she thought Mr. Mallett was asking about the three obstructed hydrants shown on the report and Mr. Kiely agreed to discuss it with Mr. Wall who will report on the reasons for them at next month's meeting.

IV. Update on Assessing the Customer Information Services System (CIS)???????

Lauren Preston, Director of Customer Care, stated that staff decided in 2012 that they needed to make changes. During that time they evaluated 2,800 different features and functionalities that a contractor assisted with. The vendors had to take those features and give themselves a score of whether or not those features existed out of the box of whether D.C. Water would have to pay for them. There were very specifically defined needs. Ten potential vendors responded and they ended up with three. Because of it being such a busy time, along with the Procurement Department they decided to cancel the request. In January 2015 the present contractor, Vertex, informed them that they had a modular base of SAP and they proposed that D.C. Water migrate to it. A formal proof of concept was entered into with them and they gave D.C. Water a presentation last month that showed it was at least possible to move to the new

system. Under proof of concept, there is no contract or obligation to buy behind it. They also had discussions with Oracle for a similar approach for Customer Care and Billing. Ms. Preston reported that they are now evaluating Oracle's system. In the end it is something that contractors will have to compete for.

Ms. Preston stated that the next steps are reengaging with the first consultant that they used to bring back up that list of requirements and start again. Mr. Kiely said that there are two validation points—technology validation and the financial validation. It is not a complete start over with changed requirements. Ms. Butani asked about the costs the first time and the anticipated costs for this contract. Ms. Preston said that she thinks it will be \$150,000 if they use them all the way through the contract negotiations and the scope of work.

Ms. Preston indicated that the main reasons they want to change the system is that the system they have will be 16 years old by the time it is changed out. The technology platform is out of date and the vendor told them that they are no longer going to sell it to anyone else. Everyone will be affected by the changes, the customers, D.C. Water employees, and vendors. It is just so big and affects so many other areas of D.C. Water. She provided a list of the vendors who responded and they were impressed that Oracle and SAP came in because normally they pursue utilities that are ten times D.C. Water's size in terms of customers.

Committee members asked many questions about the options listed in the presentation materials and the costs. The presentation materials contain some of the answers and can be accessed online.

Ms. Preston stated that this is a major undertaking that will probably take 24 months to implement. They do not know how long the current vendor will continue to support the current system. She explained the timeline, including the training period and implementation period. All customer data will be cleaned up which is critical. Mr. Kiely stated that this is the single largest application in the utility and it is a significant amount of money. He wanted to start informing the Committee and then keep updating. This is an enterprise solution because it touches just about every system D.C. Water has. It requires people outside of the customer services box to participate to make it a successful project downstream.

Mr. Kiely summarized contracts that they are seeking Board approval of. Ms. Butani asked the Committee members for additional comments and after clarifications, the Committee agreed to recommend the contracts for Board approval.

There being no other business, Ms. Butani adjourned the meeting.



**DISTRICT OF COLUMBIA
WATER AND SEWER AUTHORITY**

BOARD OF DIRECTORS
Human Resources and Labor Relations
Committee
May 28, 2015

MEETING MINUTES

Committee Members Present

Edward Long, Chairman
Matthew Brown
Ellen Boardman
Rachna Butani

DC Water Staff Present

George Hawkins, General Manager
Randy Hayman, General Counsel
Rosalind Inge, Asst. General Manager
Support Services
Linda R. Manley, Board Secretary

1. Call to Order

Matthew Brown on behalf of Chairman Long called the meeting to order at 9:50 a.m.

2. Human Capital Management Operations Presentation

Ms. Inge, Assistant General Manager, introduced the Human Resources Managers. Benefits Manager, Otho T. Milbourne was the first to present.

Mr. Milbourne, Manager, Benefits, discussed DC Water's comprehensive health and wellness benefits packages provided to approximately 1100 employees. He spoke about the distinction between the Pre and Post 1987 retirement packages. Ms. Boardman inquired about the nuances between the Federal sponsored benefits programs and the DC Water sponsored benefits programs. Mr. Milbourne explained the Federal employees were hired prior to DC WASA worked for the District, they have the same exact medical, life insurance and retirement benefits as a Federal employee hired under the civil service retirement system.

Mr. Milbourne discussed the various activities offered through the Authority's Wellness programs, including monthly seminars, free health screenings, incentives for completion of health risk assessments and ongoing wellness activities.

As another aspect of the Benefits branch, Mr. Milbourne discussed the efforts made to ensure competitive and cost effective plans. Specifically, Mr. Milbourne discussed

Human Resources and Labor Relations Committee
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consistent benchmarking; health plan bidding every 5 years; and, cost containment opportunities. Lastly, Mr. Milbourne discussed the branch's role in monitoring legal compliance with the Patient Protection and Affordable Care Act (PPACA).

Ms. Boardman asked about the implications of the Excise tax. Mr. Milbourne responded that DC Water is currently making design changes to its plans to avoid the Excise tax.

Mr. Hawkins noted that we are meeting regularly on this issue. If we need to scale back on the plans, Mr. Hawkins stated that we would do so in a step-by-step fashion while keeping everyone informed. Moreover, Mr. Hawkins stated we would get back to the board on this particular issue with the various options to mitigate the Excise tax.

Steve Rogers, Manager, Compensation, discussed the role of his branch. Mr. Rogers presented his branch's part in the development, management and administration of all the Authority's wage and salary programs for union and non-union employees. Mr. Rogers spoke about compensation's role in the Union Compensation Negotiations. Specifically, as the Manager of Compensation, Mr. Rogers discussed his work with Labor Relations to research, develop, and then negotiate the compensation proposal.

Additionally, Mr. Rogers discussed monitoring legal compliance with the Fair Labor Standards Act. He spoke about the upcoming changes with the exempt status standards and the potential late 2015 implementation.

Dianna Kenney, Program Manager, Compliance Programs, presented on behalf of the Labor Relations & Compliance Programs (LR&CP). Ms. Kenney cited the LR&CP branch's mission to establish and maintain effective Labor-Management relationships; provide sound counsel and strategic direction; and, negotiate collective bargaining agreements. Additionally, Ms. Kenney discussed the branch's role to ensure compliance with Federal and State laws; and, to administer the Authority Workers' Compensation program.

Stephanie Black, Manager, Learning and Development, discussed the branch's mission to develop an intentional learning environment. Specifically, Ms. Black spoke about facilitating training programs to meet the Authority's current and future needs. Ms. Black spoke about the current 2015 Summer Internship Program which kicked off May 27, 2015. This year the Authority recruited 48 extraordinary candidates.

Human Resources and Labor Relations Committee
Minutes for May 28, 2015
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Ms. Black discussed the Authority's Educational Assistance/Reimbursement Program. Ms. Boardman asked if the programs permitted both current career support and career advancement support. Ms. Black confirmed that both are supported under the existing program.

Chairman Long inquired about the recently submitted job descriptions. Mr. Long noticed the job descriptions required both bachelor degrees and CDLs. He speculated whether a candidate is likely to have both a bachelor degree and a CDL. Mr. Long has asked staff to review the job descriptions prior to the CDL discussion at the next meeting and consider shifting requirements that are not essential to the "Preferred Requirements" section of the job description.

James Winston, Manager, Human Capital Management Systems

Mr. Winston discussed the branch's role in records management; position control and organizational charts; verification of employment; HCM/payroll processing; and, monthly auditing reports, and data analysis.

He stated the names of the various Human Resource Information System applications his team administers, (i.e. Ceridian Latitude HR/Payroll, Ceridian Evolve Applicant Tracking, Ceridian Self Service, Cornerstone Enterprise (CSoD), Success Factors, etc.)

Mr. Winston discussed the two major implementations that are in progress, Cornerstone on Demand to move the Performance Management from Success Factors and implement Succession Planning; and, the upcoming Ceridian DayForce implementation which is an upgrade from our Ceridian Latitude HRIS system.

Albert Williams, Manager, Recruitment

Mr. Williams discussed Recruitment's dedication to acquiring the talent needed to successfully achieve the goals and objectives of DC Water by establishing benchmarks to measure success; building partnerships across the enterprise; enhancing the overall candidate experience; and, screening for knowledge/skills. Mr. Williams spoke about the significance of cultivating and expanding the DC Water brand to ensure the Authority is a competitive employer.

Ms. Boardman asked if we post jobs internally prior to posting externally. Mr. Williams replied that all internal candidates are provided consideration and a courtesy review. Mr. Hawkins added approximately half of employees are hired internally.

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3. CDL Presentation – This presentation was deferred.

4. Adjournment

The meeting adjourned at 11:15 a.m.

FOLLOWUP ITEMS:

1. Provide the board a breakdown of job positions filled through internal candidates.



MANAGER'S

2015

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Interpretation of Charts A

Color Key

Red	Did not meet Target
Yellow	Missed Target but within acceptable range
Green	Met/Exceeded Target
Gray	Budget/Target Value
<transparent>	Green/Yellow/Red based on comparison

Message from the CEO/GM

Greetings to the Board. May is a month that I will long remember – and the events that transpired over the last thirty days will have an impact until 2030 at the least – and long thereafter for sure.

DC Retail Rate Hearing. On Wednesday, May 13, DC Water Board Chair Matt Brown convened the formal public rate hearing to receive public comment on our proposed rates and charges for 2015. While this is a non-joint use issue that is only directly relevant to DC retail ratepayers, the structure and integrity of our rate setting program is a fundamental aspect of our overall financial health. In this context, the unique nature of our proposal for 2016 is likely of interest to all Board members. There are three key attributes of the proposal – and all have been developed at the general direction of the DC Retail Rates Committee over the last several years.

1. **Fixed Cost Revenue.** Throughout the industry, utilities rely mostly on volumetric based revenue – even though a majority of expenses are related to fixed costs. This reality creates a significant risk due to the nationwide trend toward reduced consumption, which is a public good in an era of frequent water shortages, but which also reduces revenue even as costs stay the same, or more likely, are going up. Utilities, including DC Water, therefore have to raise rates just to stay at current funding levels, even before new regulatory mandates or deferred capital maintenance is considered. DC Water is working hard to modify the percentage of our revenues that come from fixed fees rather than volumetric charges to align better fixed costs to fixed revenues. In 2016, we have proposed to institute a new Water System Replacement Fee that will fund the Board’s strategic commitment to replacing 1% of our water infrastructure each year. (Five years ago, by comparison, we were replacing about 1/3%.) The fee will depend on the size of the meter connection, which will provide an incentive for customers to downsize the size of their meters if they do not need extra capacity. One challenge that has faced our colleagues in the industry is that the increase of fixed fees is criticized because it reduced an incentive to conserve. We have an answer for that in point 3 below.
2. **Rate Differentiation.** DC Water to date has always charged customers the same rate for water and sewer use. The Board had asked us in the past to consider charging different rates for different customer classes – and we established the necessary categories to do so in our 2015 rate proposal. While in 2015 we distinguished between rate classes (residential, non-residential and multi-family), we have continued to charge the same rate. In 2016 we have proposed to charge different rates for water services (not sewer services), and to reduce some of the pressure on residential customers. If this change is approved, residential and multi-family customers will now pay less for water service than non-residential customers.
3. **Lifeline Rate.** The Retail Rates Committee wants to be sure that we create an incentive to conserve, and to support residential customers – particularly those on lower or fixed income – who are able to reduce their water use. We have proposed in 2016 to create a “Lifeline” rate – that significantly reduces the water volumetric rate for water use at or below 4 hundred cubic feet (ccf) a month. According to our estimates, a customer who is currently using the “average” amount we use to estimate customer expenses (6.69 ccf a month), could actually reduce their bill in 2016 if they could reduce their use to below 4

Message from the CEO/GM

ccf. The lifeline rate both creates a program to help all residential customers with increasing bills, and creates a direct incentive to conserve even when a larger percentage of the bill is now fixed.

I applaud the strategic insight of the DC Retail Rate Committee and the skill and vision of CFO Mark Kim and his fantastic team. I believe their joint efforts have developed a rate proposal that will achieve multiple goals: a) raising the revenue needed for our operating and capital budgets; b) providing flexibility and support for residential customers, particularly those on fixed incomes; c) increasing the percentage of fixed revenue and creating an identified dedicated revenue stream for water infrastructure upgrades; and d) creating a direct and meaningful incentive to conserve. In total, this direction will strengthen the financial integrity of DC Water for all our customers, retail and wholesale.

Green Infrastructure and Green Jobs. I had started to write a new summary of the groundbreaking strides we made with Green Infrastructure in May and then realized that a description already exists from a blog post we published in several venues recently. I reproduce that below, but wanted to add several brief points. First, I am incredibly and personally grateful to the Board for supporting this direction during all the years I have been at the helm of DC Water. This has been a long and hard road, with many twists and turns along the way – and in my experience, public entities rarely can display the long-term commitment that is necessary to succeed. But DC Water, as in many ways, held to this path – and the Board’s unflagging support for staff buoyed our spirits even when prospects seemed dim. And the result is simply spectacular – a commitment to green infrastructure and green jobs that is setting the standard on a national basis. This outcome is better, I am absolutely sure, for DC Water and our ratepayers – and I am pleased beyond words that we have been able to deliver to justify the Board’s direction and faith in us. In case you missed it, here is the post we wrote to explain just what has happened:

Greener is Better - DC Water’s Updated Consent Decree

On May 20, 2015 I was joined by our partners at the U.S Environmental Protection Agency (EPA), the U.S. Department of Justice (DOJ), and the Mayor of the District of Columbia to announce the completion of the process to modify DC Water’s Long Term Control Plan to enable a significant investment in green infrastructure.

Under the terms of a 2005 consent decree, DC Water is implementing the \$2.6 billion Clean Rivers Project. The first phase of the project is underway and involves constructing a massive underground tunnel system to control combined sewer overflows to the Anacostia River. These overflows, which currently discharge about 1.3 billion gallons of diluted sewage to the Anacostia in an average year, will be reduced by 98 percent when the tunnel system is completed in 2022. The later phases of this plan included construction of similar tunnels to control overflows into the Potomac River and Rock Creek.

Exploring green infrastructure to reduce combined sewer overflows to the Potomac River and Rock Creek was a personal priority for me when I accepted the position of General Manager at DC Water in 2009. Since then, DC Water has invested \$14 million in ratepayer funds to further our understanding of this innovative solution to stormwater control that will bring

Message from the CEO/GM

environmental, social, and economic benefits to the residents of the District of Columbia. Some argue about the role of green infrastructure in comparison to grey. We have learned over this process that embracing both techniques in a complementary manner builds on their relative strengths and yields an outcome that is better than either alone.

Updating our consent decree has been no easy feat, but I am confident the effort was well spent. The new plan will green 498 acres of currently impervious surface, create an additional 200 jobs, bring water quality benefits in some areas 12 years sooner than under the original plan, reduce construction disruption and help ease the burden of annual rate increases on residents responsible for funding this massive infrastructure investment. Overall, our new plan brings us in line with the latest clean water innovations while ultimately reducing combined sewer overflows at a rate that is equivalent to our original tunnel-only plan.

A unique element of our plan is an agreement with the Government of the District of Columbia to direct the jobs created by green infrastructure to DC residents. DC Water will establish a comprehensive program that will establish certification standards for green infrastructure construction, inspection and maintenance jobs. After the certification standards are established, DC Water will fund third parties to train and place District residents in the newly created green jobs. DC Water has an eventual goal of filling at least 51% of these new jobs with DC residents. We will also engage professional service firms and contractors based in the District to perform work associated with green infrastructure.

The modified consent decree that was released this week is a product of methodical outreach and collaboration with our regulatory, environmental, and community stakeholders. DC Water solicited feedback on its plans for green infrastructure by holding multiple summits, more than 14 public meetings, and notifying District residents through a proactive ad campaign. The updated proposal reflects the nearly 500 comments we received from the public, and I am confident will position DC Water as a leader in the responsible use of green infrastructure for combined sewer overflows.







For more information on our plan, visit www.dewater.com/green

ORGANIZATIONAL PERFORMANCE DASHBOARD (APRIL, 2015)

Financial Highlights

Net Operating Cash Actual 69697 Target 27370 (\$ tho)	Operating Revenues Actual 319 Target 316 (\$ mil)	Operating Expenses Actual 272 Target 301 (\$ mil)	Capital Disbursements Actual 329 Target 366 (\$ mil)
Operating Cash Balance Actual 168 Target 126 (\$ mil)	Delinquent Account Receivables Actual 2 Target 3 (%)	Core Investments Yield Actual 0.8 Target 0.55 (%)	Short Term Investment Yield Actual 0.31 Target 0.02 (%)

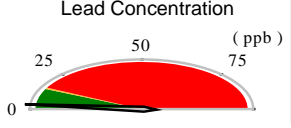
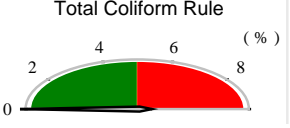
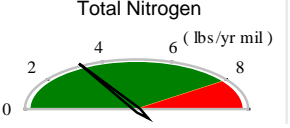
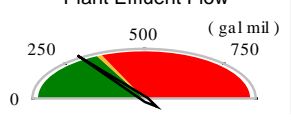
Customer Care and Operations Highlights

Call Center Performance  Apr 86 85 (% of calls rec)	Command Center Performance  Apr 93 85 (% of calls rec)	First Call Resolution  Apr 81 75 (% of calls rec)	Emergency Response Time  Apr 84 90 (% of calls rec)
Fire Hydrants out of Service  Apr 71 96 (count)	Fire Hydrant Insps. and Maint. 695 (count)	Fire Hydrants Replaced  Apr 55 250 (YTD count)	Permit Processing within SLA 91 (%)

Low Income Assistance Program

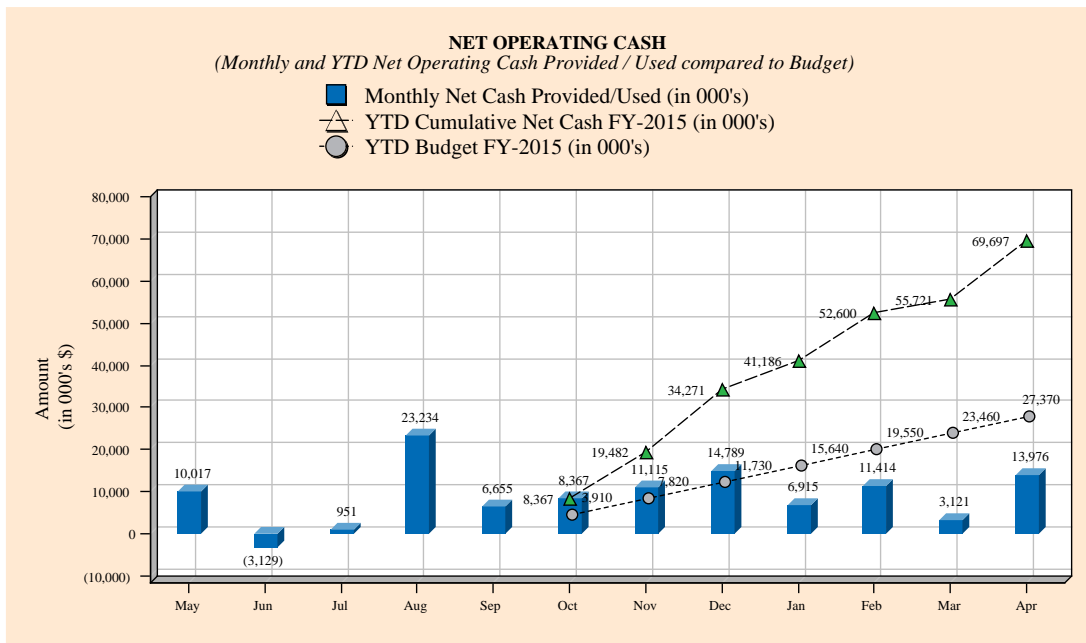
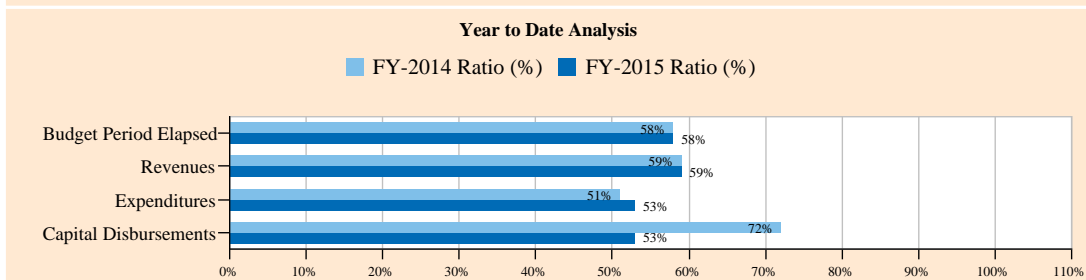
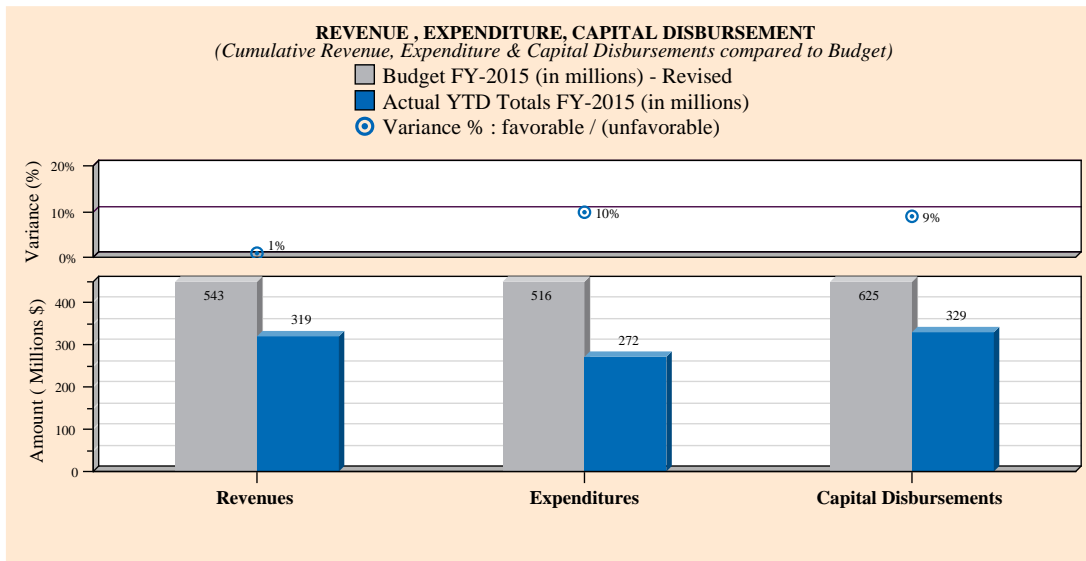
Splash Contributions Actual 68 Target 47 (\$ tho)	Customer Assistance Program Previous 102 Current 171 (\$ tho)
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Operational Highlights

Lead Concentration  25 (ppb)	Total Coliform Rule  4 (%)	Biosolids Production 467 (wet tons)	Total Nitrogen  4 (lbs/yr mil)
Plant Effluent Flow  500 (gal mil)	Excess Flow 7 (gal mil)	Water Main Leaks 22 (count)	Water Valve Leaks 6 (count)
Non-Revenue Water Sold 8 Purchased 12 (CCF mil)	Sewer Main Backups 4 (count)	Sewer Lateral Backups 152 (count)	Dry Weather CSO 0 (events)
Recruitment Activity Filled 19 Open 81 (count)	Electricity Usage 20742 (MWh)	Employee Lost Time Accidents 3 (count)	Vendor Payments Actual 97 Target 97 (%)

FINANCIAL HIGHLIGHTS

FINANCIAL PERFORMANCE SUMMARY



Net cash to date for April was above budget by \$42 Million

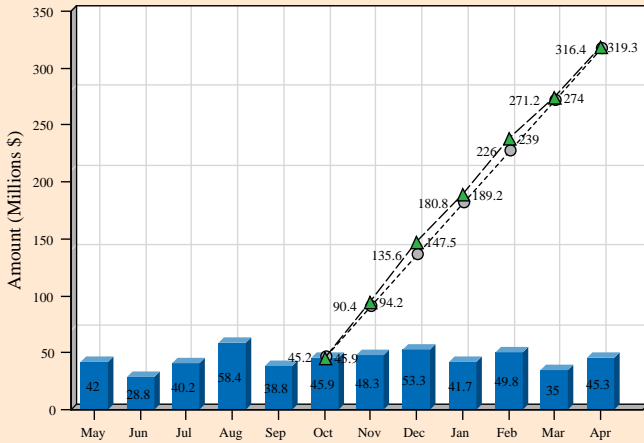
FINANCIAL HIGHLIGHTS

REVENUES AND OPERATING EXPENSES

OPERATING REVENUES

Monthly & Cumulative Revenue compared to YTD Budget

- Actual Monthly Revenue
- △ YTD Cumulative Revenue FY-2015
- YTD Cumulative Budget FY-2015

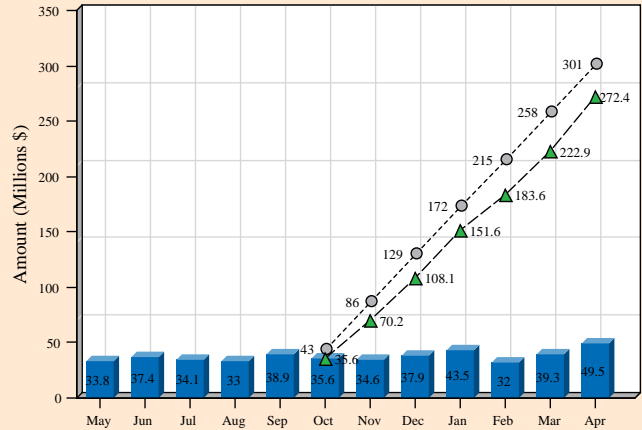


Revenue to date for April was above budget by \$3 Million

OPERATING EXPENSES

Monthly & Cumulative Expenditure compared to YTD Budget

- Actual Monthly Expenses
- △ YTD Cumulative Expenditure FY-2015
- YTD Cumulative Budget FY-2015



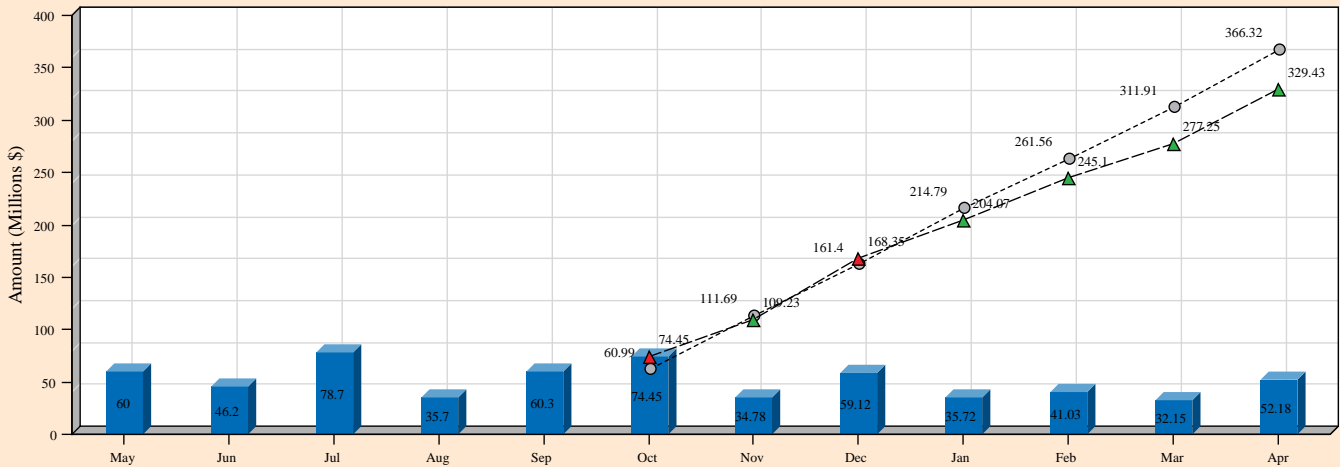
Expenditure to date for April was below budget by \$29 Million

CAPITAL SPENDING

CAPITAL DISBURSEMENTS

Monthly & Cumulative Disbursements compared to YTD Budget

- Actual Monthly Disbursements
- △ YTD Cumulative Disbursements FY-2015
- YTD Cumulative Budget FY-2015



Disbursements to date for April were below budget by \$37 Million

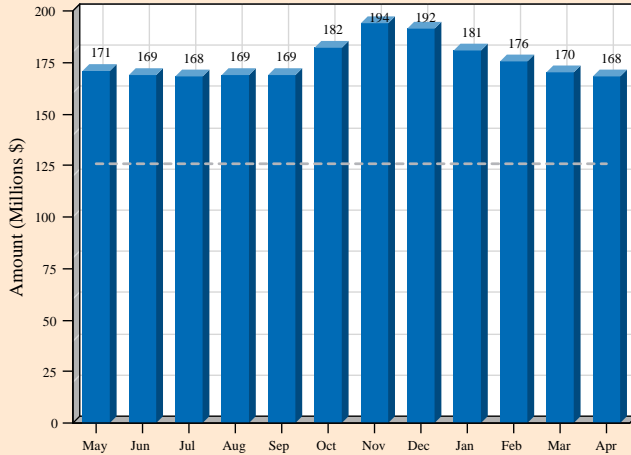
FINANCIAL HIGHLIGHTS

OPERATING CASH AND RECEIVABLES

OPERATING CASH BALANCE

Average Daily Cash Balance compared to Operating Reserve Target

- Actual Cash Balance
- - - Operating Reserve Target - (126 Million)

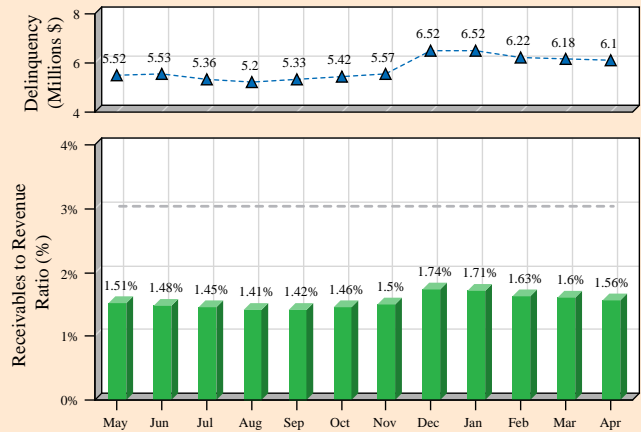


Cash Balance for April was above target by \$43 million

DELINQUENT ACCOUNT RECEIVABLES

Delinquency & Receivables to Revenue Ratio compared to Target

- Receivables to Revenue Ratio
- ▲ Delinquencies (in millions)
- - - Target: Receivables to Revenue Ratio (3%)



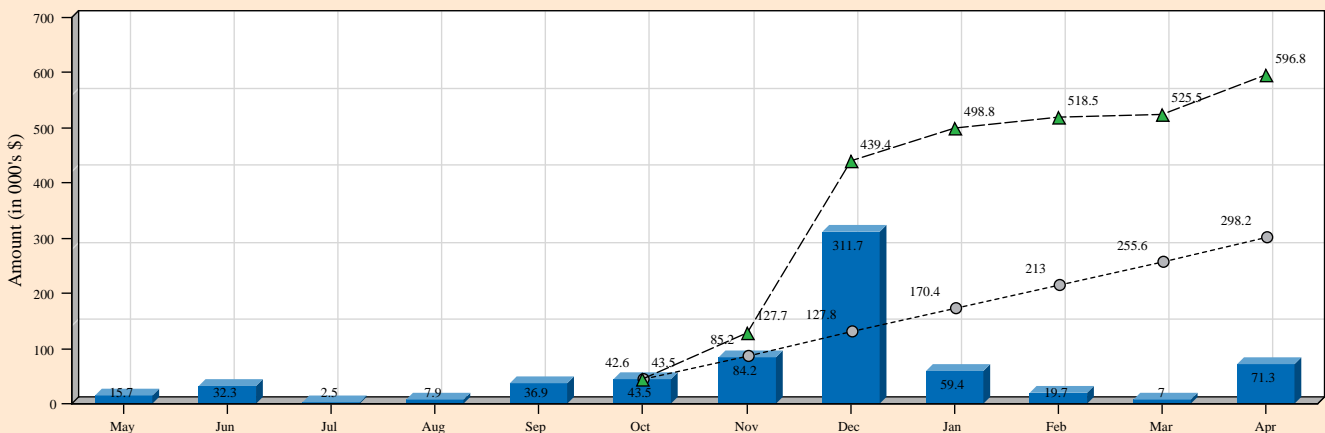
April Receivables to Revenue Ratio 1.6%, Delinquency \$6.1 Million

INVESTMENT EARNINGS

INVESTMENT CASH EARNINGS

Monthly & Cumulative Earnings compared to YTD Budget

- Monthly Earnings (in 000's)
- ▲ YTD Cumulative Earnings FY-2015 (in 000's)
- YTD Cumulative Earnings Budget FY-2015 (in 000's)



Earnings to date for April were above Projected Budget by \$299,000

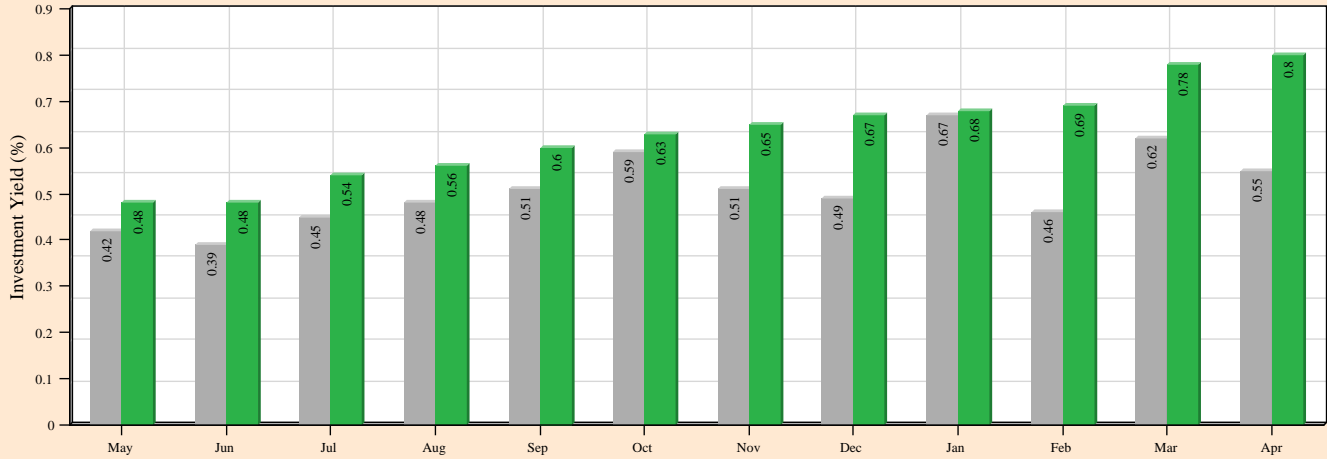
FINANCIAL HIGHLIGHTS

INVESTMENT YIELD

CORE INVESTMENTS YIELD

Monthly Yield compared to Merrill Lynch Benchmark

- Actual Monthly Yield (%)
- Merrill Lynch 1-3 Year Treasury Index - Book Value (%)

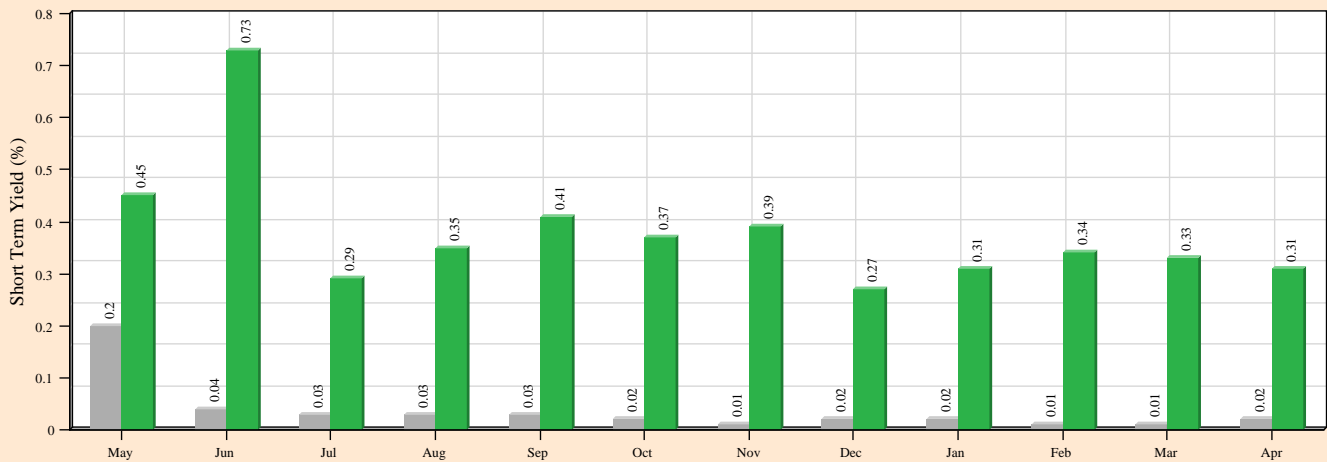


Yield for April was higher than the treasury index by 0.25%

SHORT TERM INVESTMENT YIELD

Short Term Yield compared to Merrill Lynch Benchmark

- Actual Monthly Yield (%)
- Merrill Lynch 3-Month Treasury Index - Book Value (%)



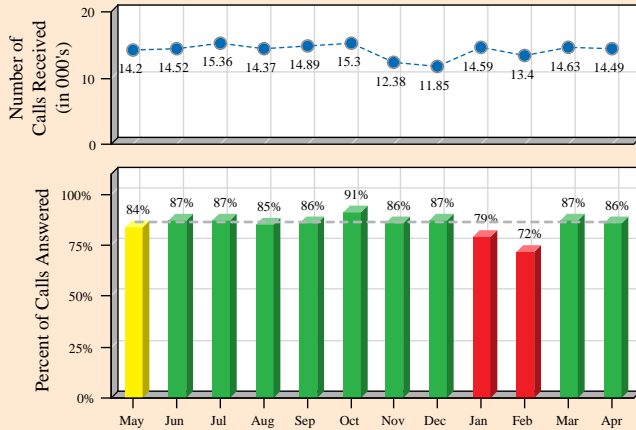
Short Term Yield for April was higher than the Merill Lynch yield by 0.29%

CUSTOMER CARE AND OPERATIONS HIGHLIGHTS

CUSTOMER SERVICE

CALL CENTER PERFORMANCE
Calls Answered within 40 Seconds compared to Target

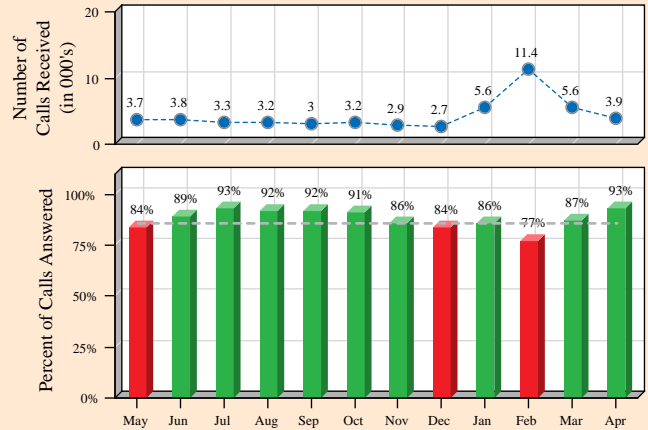
- Call Center: Calls answered (%)
- No of Calls - Call Center (in 000's)
- Target -Call Center (85%)



Performance for April was above target by 1%

COMMAND CENTER PERFORMANCE
Calls Answered within 40 Seconds compared to Target

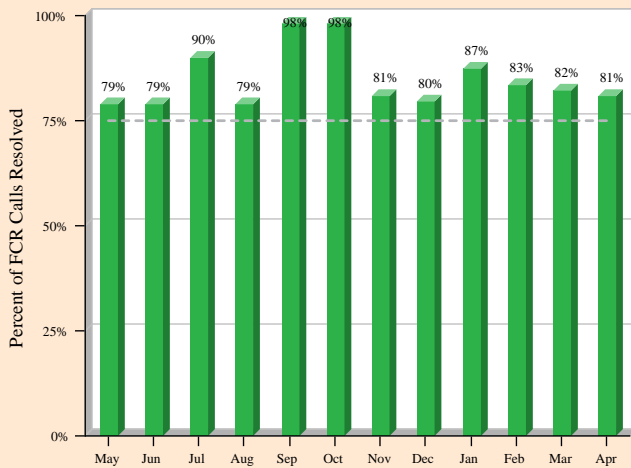
- Command Center: Calls answered (%)
- No of Calls - Command Center (in 000's)
- Target -Command Center (85%)



Performance for April was above target by 8%

FIRST CALL RESOLUTION (FCR)
Calls resolved on first contact compared to Target

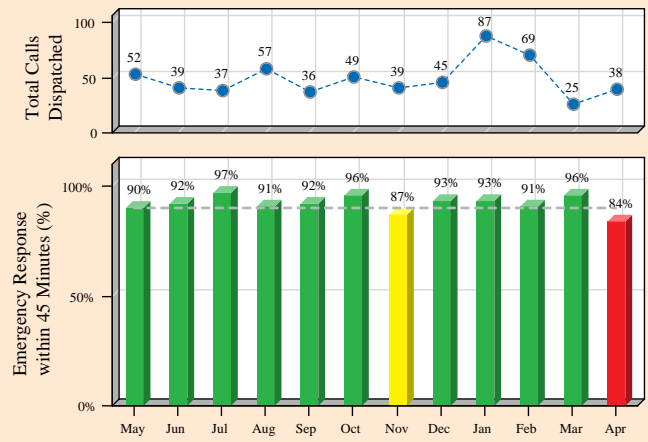
- FCR (%)
- FCR Target (75%)



Performance for April was above target by 6%

EMERGENCY RESPONSE TIME
Calls responded to within 45 Minutes compared to Target

- Response (%) within Target
- Total Emergency Calls Dispatched
- Response Target (90%)



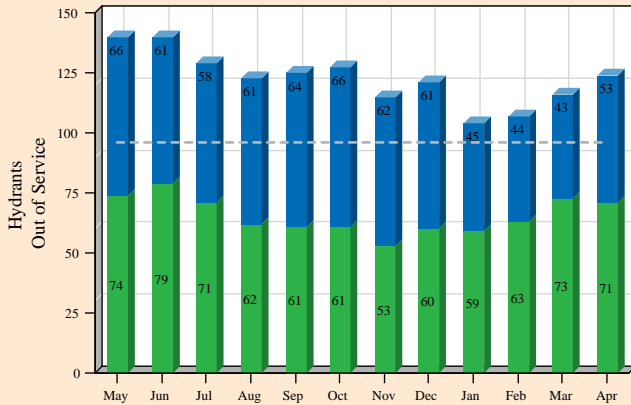
Performance for April was below target by 6%

CUSTOMER CARE AND OPERATIONS HIGHLIGHTS

FIRE HYDRANTS

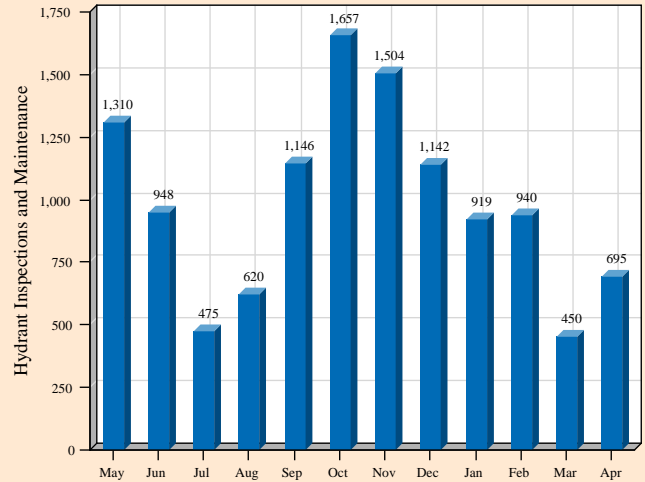
FIRE HYDRANTS OUT OF SERVICE (OOS)
Total Hydrants Out of Service against Target

- Out of Service Fire Hydrants (Defective OOS Hydrants)
- In-Operational - OOS Due to Inaccessibility or Temporary Work
- Out of Service Hydrants Target (96)



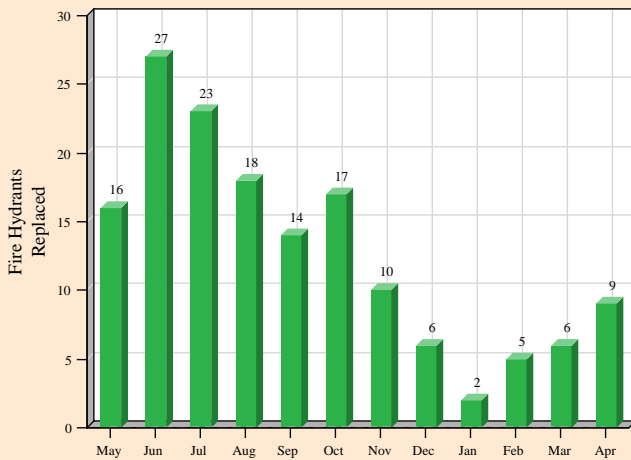
Fire Hydrant Inspections and Maintenance
Total Hydrant Inspection and Maintenance Work Orders Completed per Month

- Hydrant Inspections and Maintenance



FIRE HYDRANT REPLACEMENTS
Total Hydrants Replaced per Month

- Hydrants Replaced
- Annual Replacement Target (250)

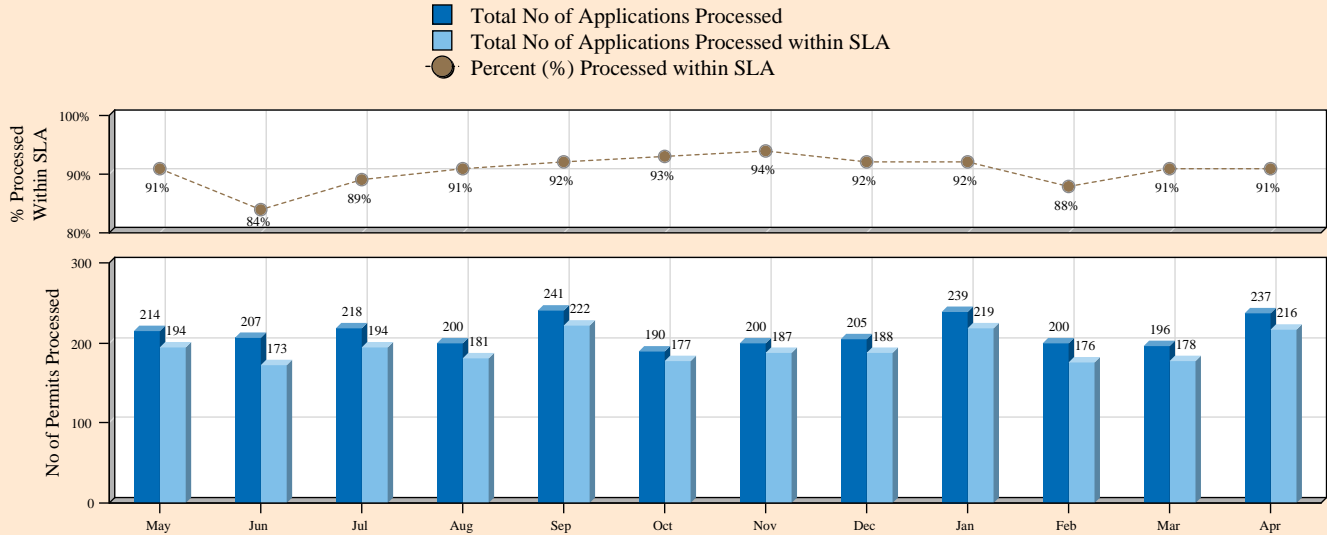


Total replacements as of April were 55 against annual projections of 250

CUSTOMER CARE AND OPERATIONS HIGHLIGHTS

PERMIT PROCESSING

TOTAL APPLICATIONS PROCESSED WITHIN SERVICE LEVEL AGREEMENT (SLA)



SLA Examples: Raze Permit - 14days, Sheeting and Shoring - 14 days, Preliminary Plan Review - 45 days

Permits not processed within SLA in April were 9% Note that different SLA's range from 7 days to 45 days

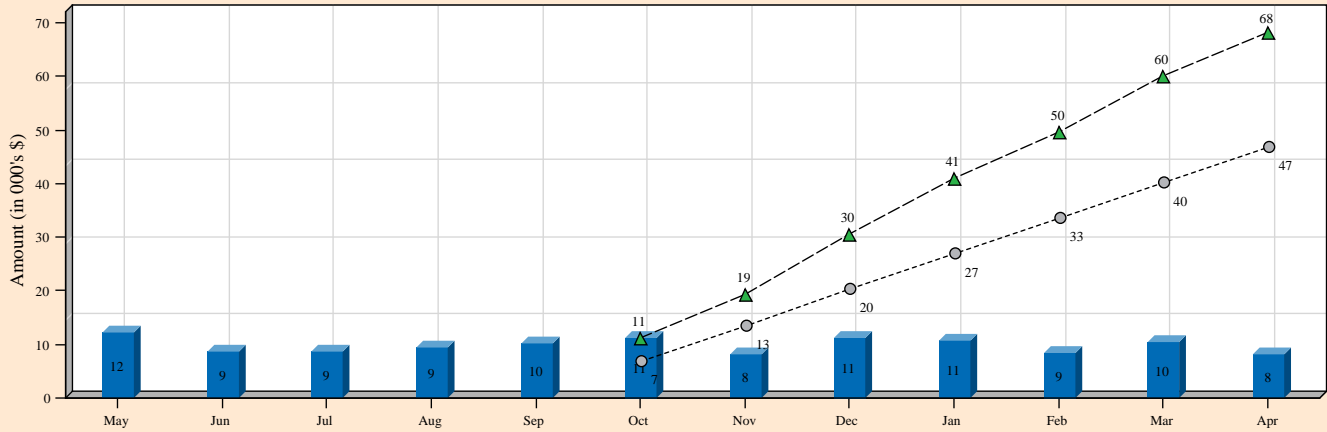
LOW INCOME ASSISTANCE PROGRAM

SPLASH PROGRAM

SPLASH CONTRIBUTIONS

Monthly and Cumulative Contributions compared to YTD Target

- Monthly Contributions (in 000's)
- △ YTD Cumulative Contributions FY-2015 (in 000's)
- Projected YTD Target FY-2015 (in 000's)



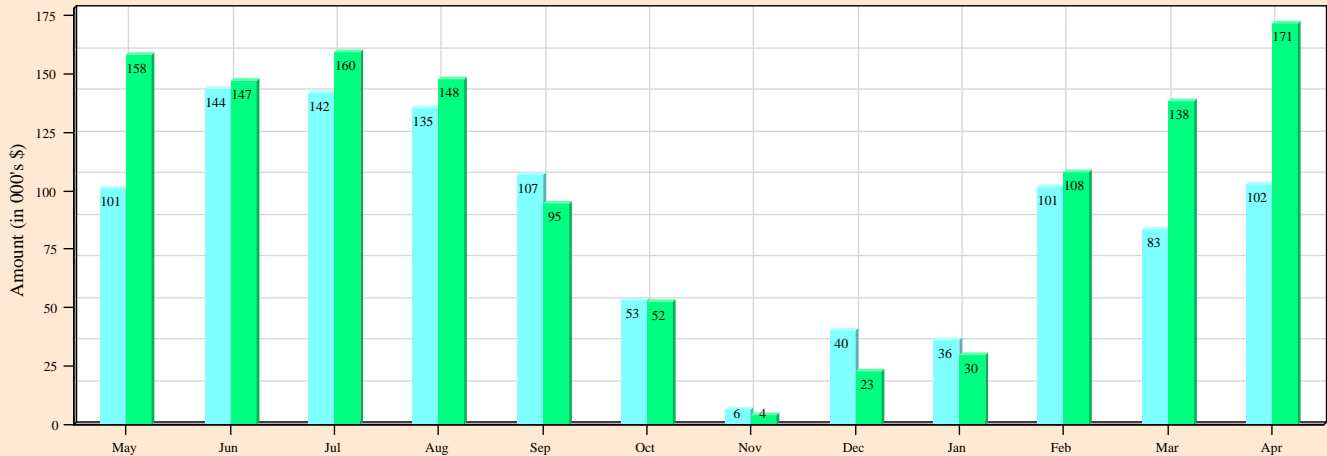
Total SPLASH Contributions to date for April were above target by \$21,000

CUSTOMER ASSISTANCE PROGRAM (CAP)

CUSTOMER ASSISTANCE PROVIDED

Monthly Assistance Provided compared to corresponding Previous Year Periods

- Actual Monthly Amount - Previous Year (in 000's)
- Actual Monthly Amount - Current Year (in 000's)

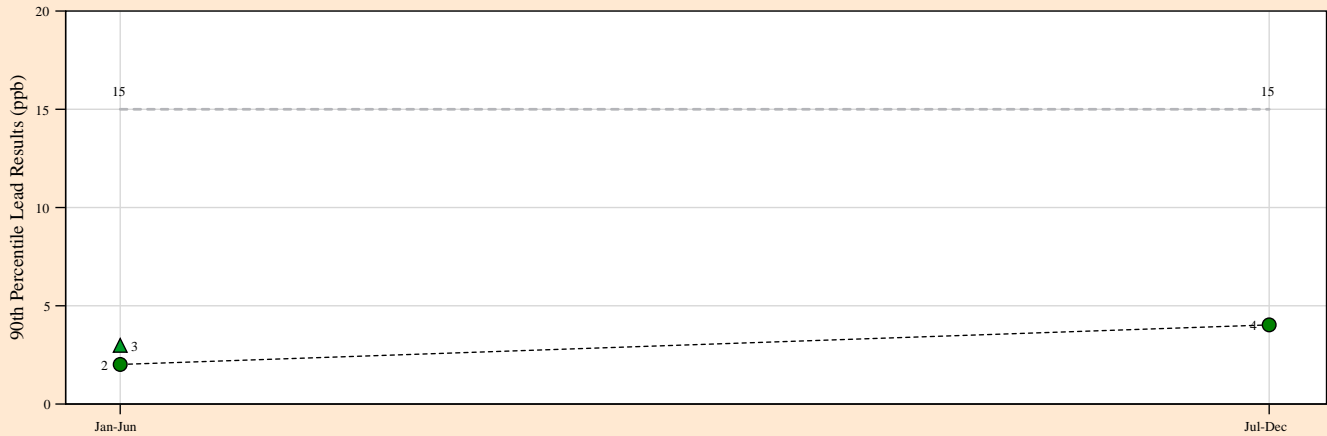


OPERATIONAL HIGHLIGHTS

DRINKING WATER QUALITY

LEAD AND COPPER RULE (LCR) COMPLIANCE
Semi-Annual LCR Monitoring Results

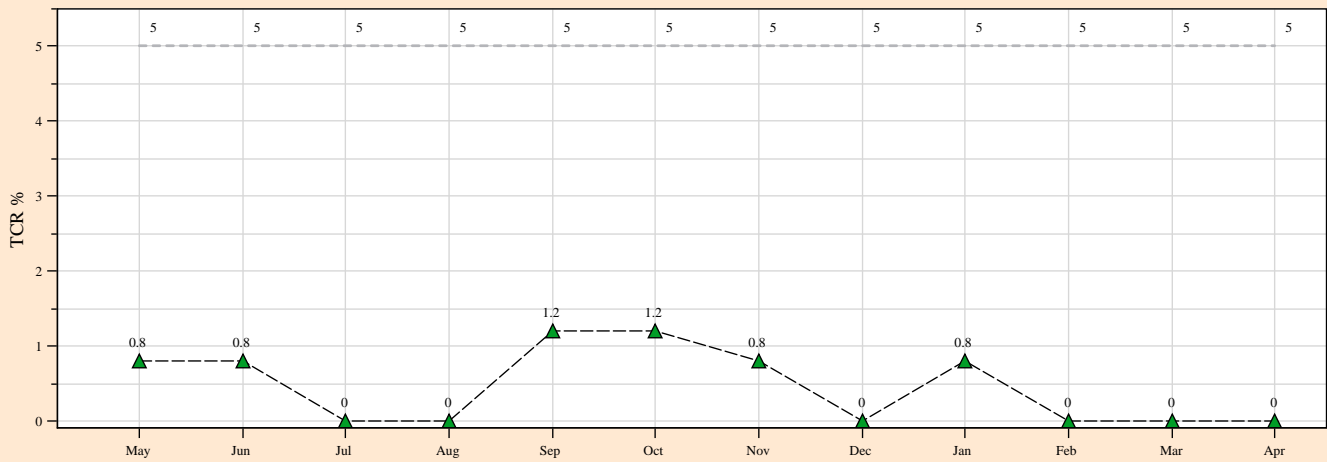
- 2014 LCR Results
- △ 2015 LCR Results
- Action Level : 15 parts per billion (ppb)



Jan-Jun 2015 results to date

TOTAL COLIFORM RULE (TCR)
Total Coliform Positives compared to EPA Maximum Contaminant Level (MCL)

- △ TCR Level
- EPA Maximum Contaminant Level (5%)



No Coliform Positives was recorded in April

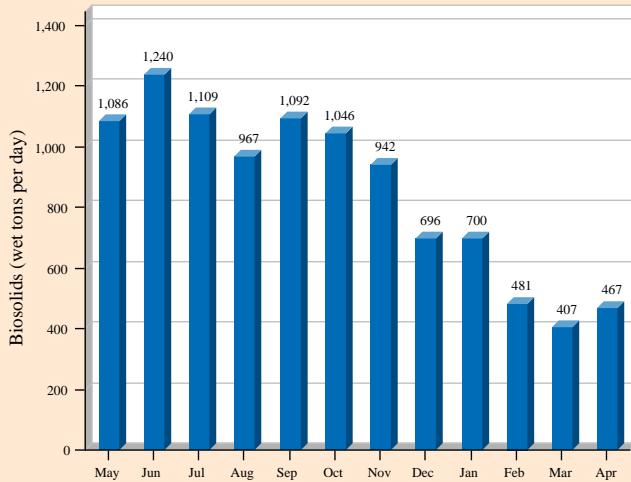
OPERATIONAL HIGHLIGHTS

WASTEWATER TREATMENT

BIOSOLIDS PRODUCTION

Average Daily Biosolids Production

■ Average Daily Biosolids Hauled

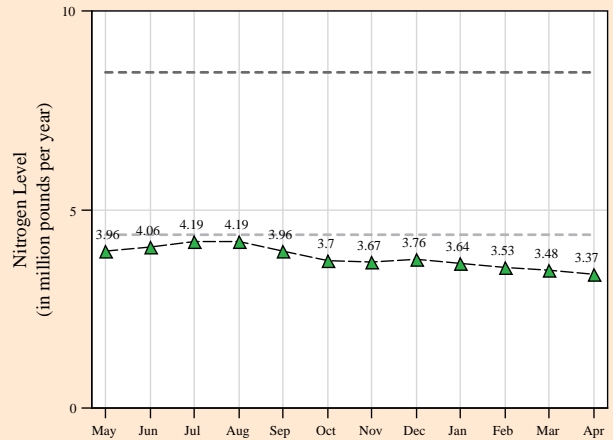


Biosolids Average Daily Production for April was 467 wet tons per day

TOTAL NITROGEN

Total Nitrogen compared to Current and 2015 Permit Levels

△ Nitrogen Rolling 12 months (lbs/yr)
 - - - Proposed Limit for 2015 - 4.38 Million (lbs/yr)
 - - - Current Permit Limit - 8.47 Million (lbs/yr)

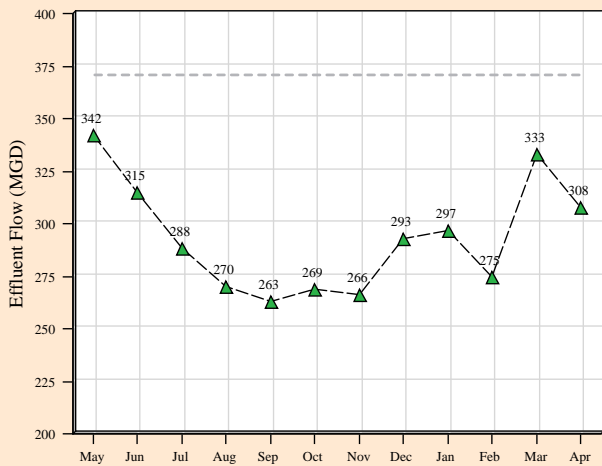


Nitrogen level for April was below permit by 5.1 million lbs/yr

PLANT EFFLUENT FLOW

Effluent Flow compared to Plant Design Average Limit

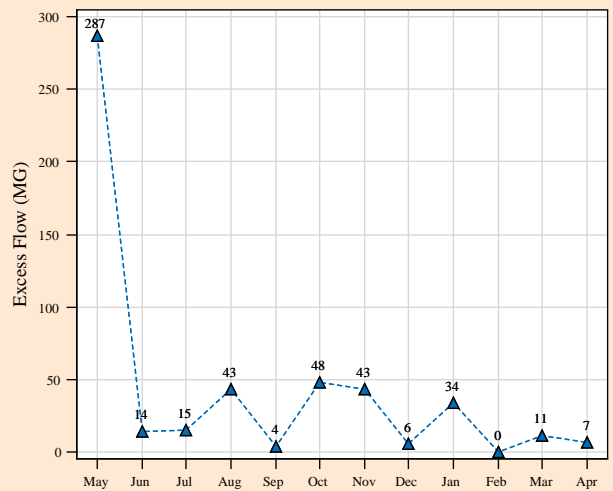
△ Effluent Flow
 - - - Design Average (370 mgd)



In April, Effluent flow was below design by 62 MGD

EXCESS FLOW

△ Excess Flow



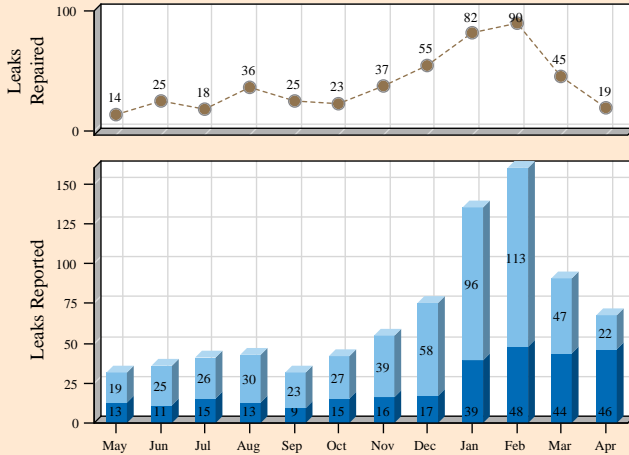
7 Million Gallons per day excess flow were recorded in April 2015

OPERATIONAL HIGHLIGHTS

WATER DISTRIBUTION OPERATIONS

WATER MAIN LEAKS

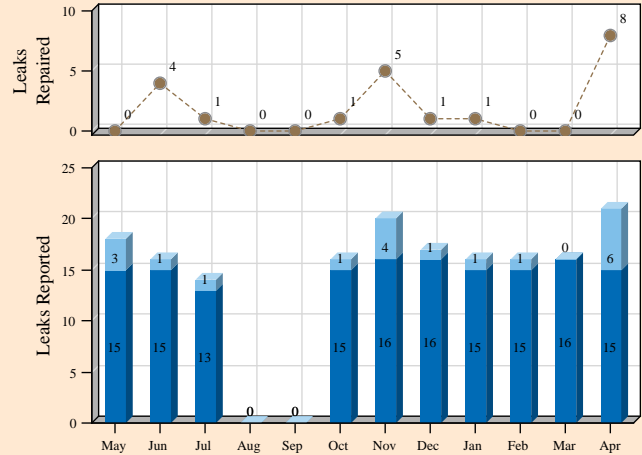
- Pending Main Leaks
- Main Leaks Reported
- Main Leaks Repaired



There were 22 main leaks reported in April

WATER VALVE LEAKS

- Pending Valve Leaks
- Valve Leaks Reported
- Valve Leaks Repaired



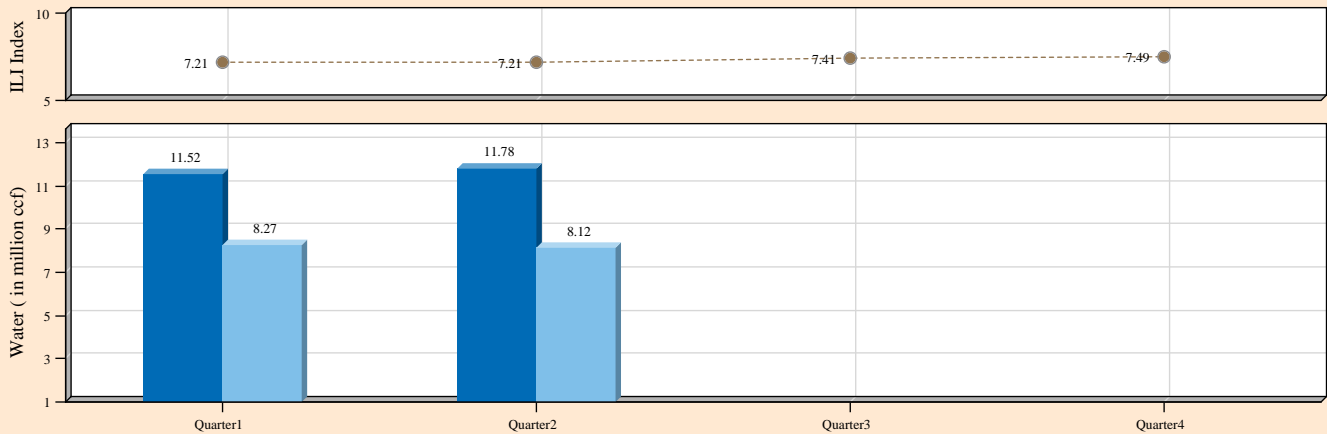
8 leaks were resolved in April

WATER BALANCE

NON-REVENUE WATER

Volume of Water Purchased and Sold per Quarter

- FY-2015: Water Purchased
- FY-2015: Water Sold
- FY-2014: Infrastructure Leakage Index
- ▲- FY-2015: Infrastructure Leakage Index



In the second quarter 8.1 out of 11.8 million cubic feet of water was sold

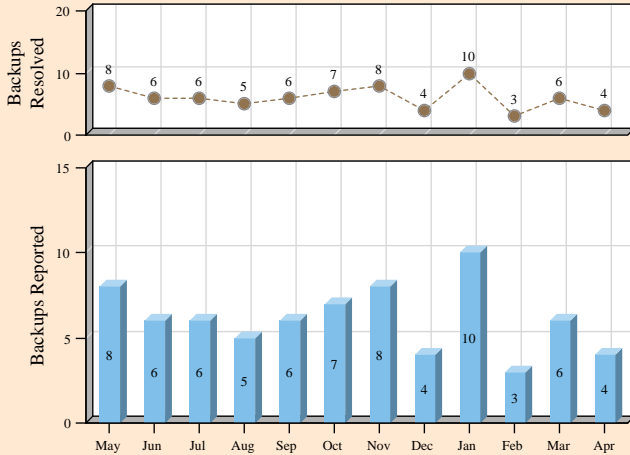
OPERATIONAL HIGHLIGHTS

SEWER SYSTEM OPERATIONS

SEWER MAIN BACKUPS

Sewer Mains Backed Up and Relieved per Month

- Pending Main Backups
- Main Backups Reported
- Main Backups Resolved

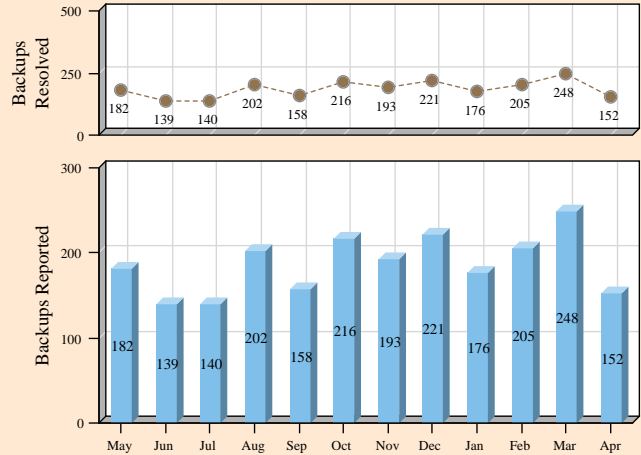


No pending main backups reported

SEWER LATERAL BACKUPS

Sewer Laterals Backed Up and Relieved per Month

- Pending Lateral Backups
- Lateral Backups Reported
- Lateral Backups Resolved



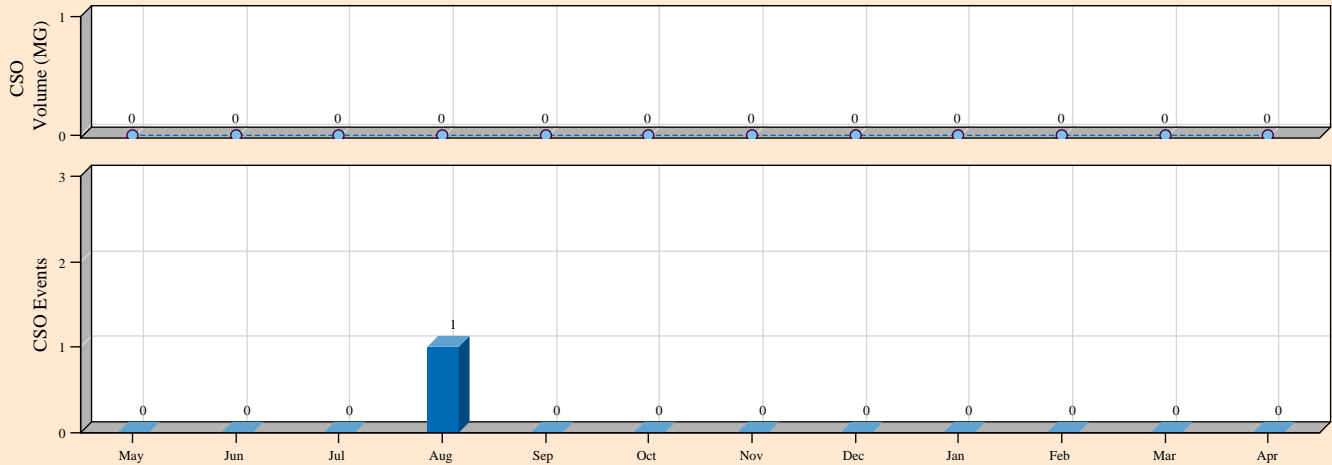
No pending lateral backups reported

COMBINED SEWER SYSTEM

DRY WEATHER CSO EVENTS

Combined Sewer Overflow Volume and No of Events per Month

- Number of CSO Events
- Overflow Volume (MG)

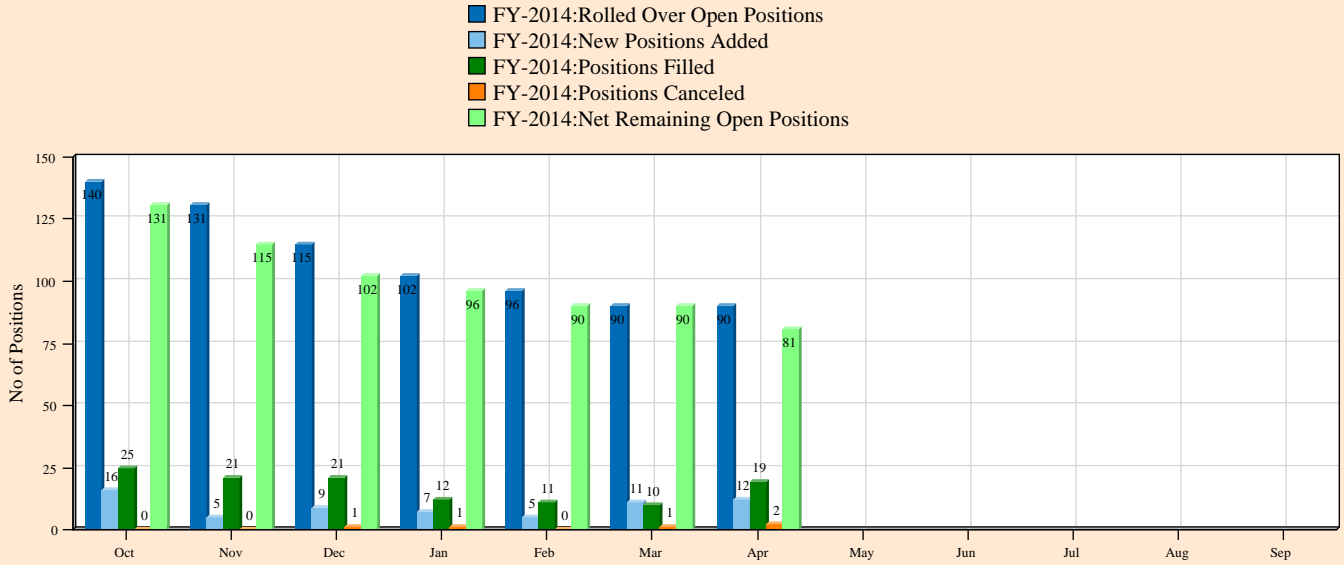


No dry weather Combined Sewer Overflow event was recorded in April 2015

OPERATIONAL HIGHLIGHTS

HUMAN RESOURCES

RECRUITMENT ACTIVITY



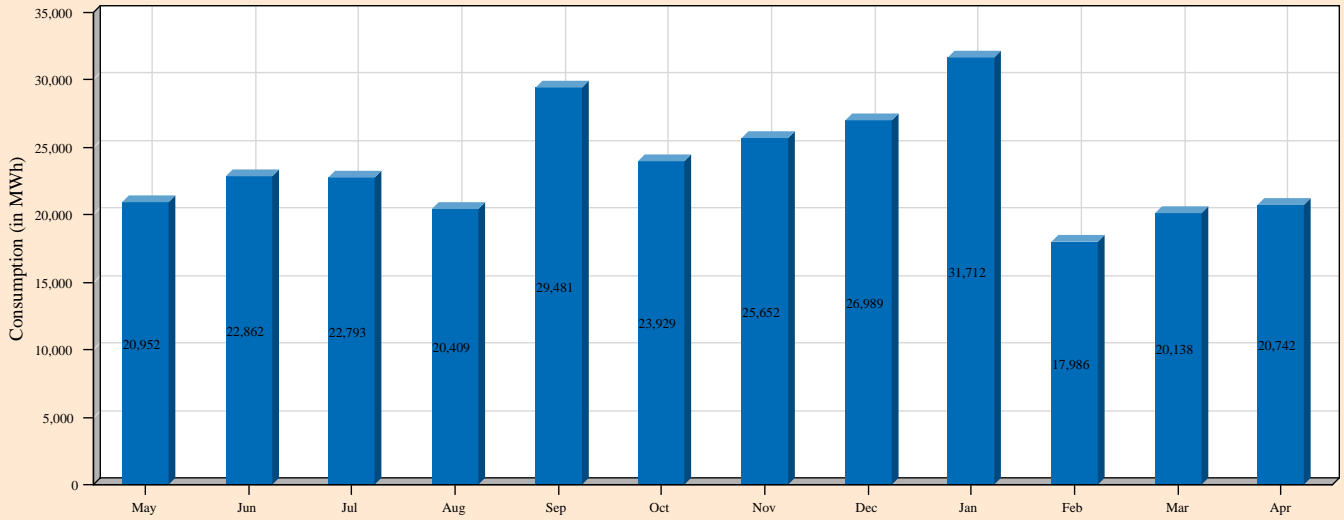
In April, we began the month with 90 positions, received 12 new positions, filled 19, 2 cancellations and ended the month with 81 positions

OPERATIONAL HIGHLIGHTS

ENERGY

ELECTRICITY USAGE SUMMARY

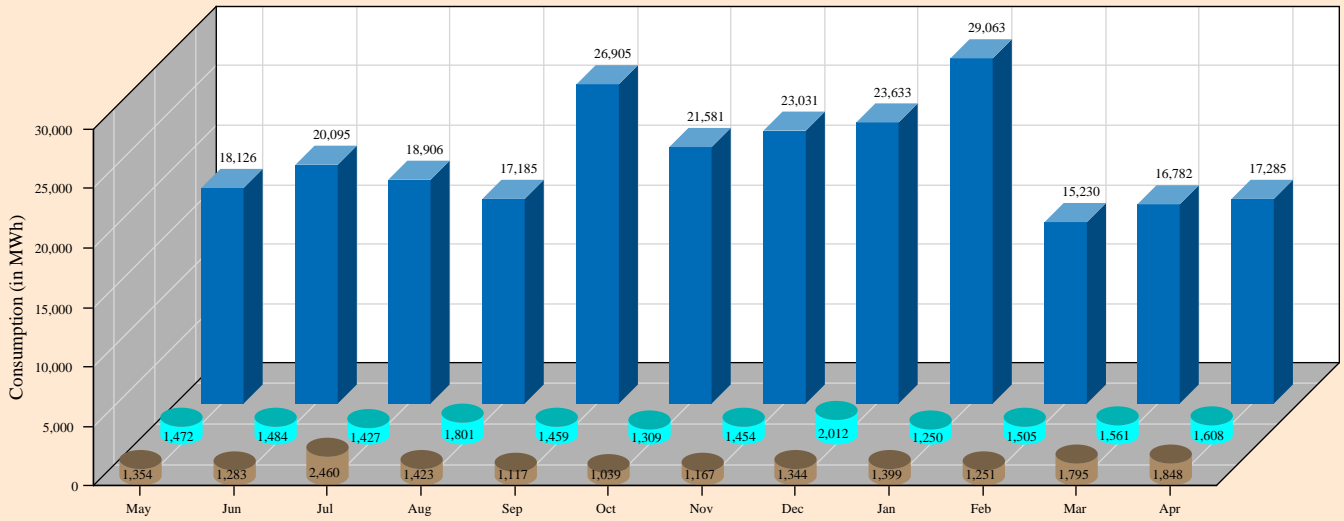
Total Consumption (MWh)



Electricity Consumption in April was 20,742 MWh

ELECTRICITY USAGE BY SERVICE AREA

Sewer Pumping Water Pumping Waste Water Treatment



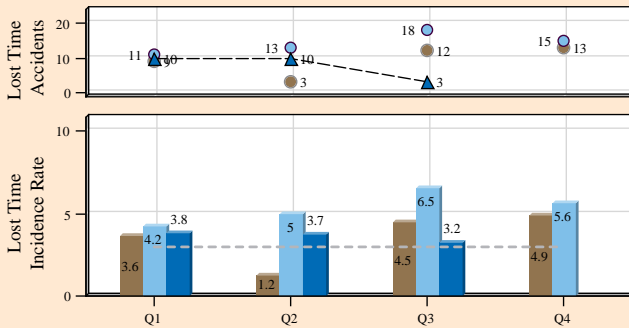
Wastewater treatment had the highest electricity consumption in April at 17,285 MWh

OPERATIONAL HIGHLIGHTS

SAFETY

EMPLOYEE LOST TIME INCIDENCE RATE

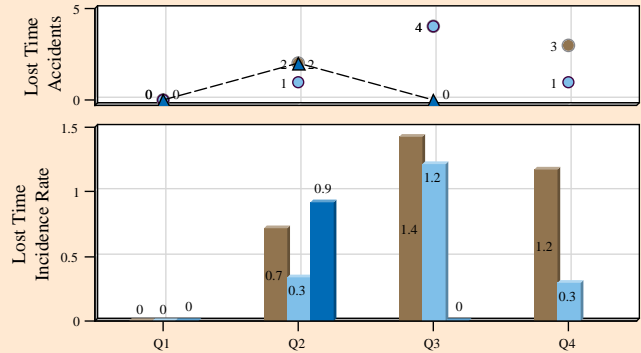
- FY-2013: LT Incidence Rate
- FY-2014: LT Incidence Rate
- FY-2015: LT Incidence Rate
- FY-2013: No of LT Accidents
- FY-2014: No of LT Accidents
- ▲ FY-2015: No of LT Accidents
- Target/National: LT Incidence Rate



In the 1st Month of 3rd quarter, 3 lost time accidents were reported

CONTRACTOR LOST TIME INCIDENCE RATE

- FY-2013: LT Incidence Rate
- FY-2014: LT Incidence Rate
- FY-2015: LT Incidence Rate
- FY-2013: No of LT Accidents
- FY-2014: No of LT Accidents
- ▲ FY-2015: No of LT Accidents

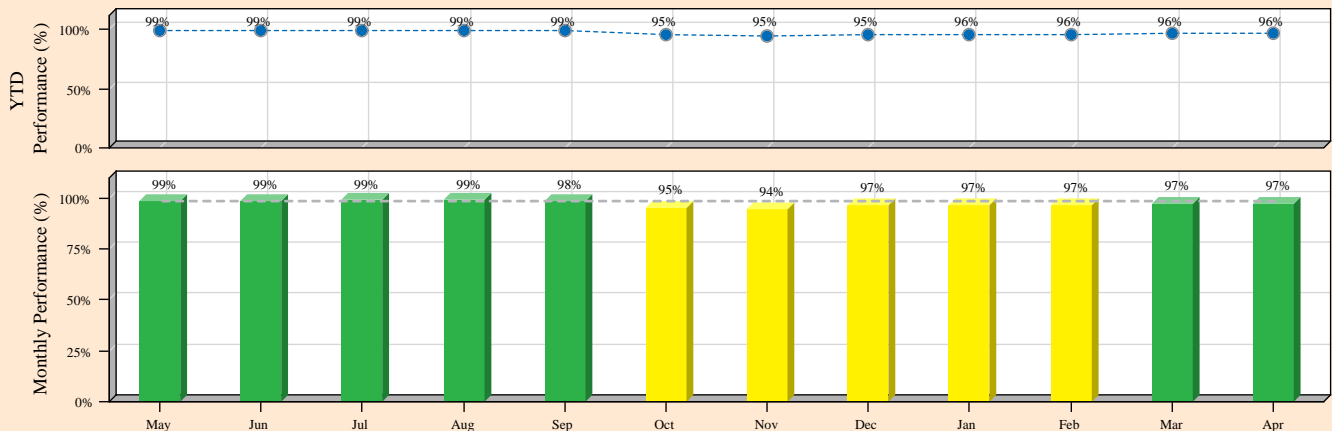


In the 1st Month of 3rd quarter, No lost time accident was reported

VENDOR PAYMENTS

VENDOR PAYMENT PERFORMANCE
Percentage of Invoices Paid within 30 days

- Monthly Performance (%)
- YTD Performance (%)
- Monthly Target - (97%)



Monthly performance for April was at target

INTERPRETATION OF CHARTS:

FINANCIAL HIGHLIGHTS

Revenue, Expenditure, Capital Disbursement

- Bulls eye shows the variance for YTD budget against actual for revenues, expenditures and capital disbursements
- Bar graph shows **total** for the fiscal year budgeted(grey)-revenues, expenditures and capital disbursements against YTD actual(blue)
- Horizontal line graph shows a YTD progress analysis as compared to the previous year

Net Operating Cash

- Bar graph shows monthly net operating cash provided/used
- Line graph denoted by (Δ) compares YTD actual against budget (O). This element is dynamically color coded*

Operating Revenues

- Bar graph shows monthly operating revenues
- Line graph denoted by (Δ) compares YTD revenue against budget (O). This element is dynamically color coded*

Operating Expenses

- Bar graph shows monthly operating expenses
- Line graph denoted by (Δ) compares YTD expenditure against budget (O). This element is dynamically color coded**

Capital Disbursements

- Bar graph shows monthly capital disbursements
- Line graph denoted by (Δ) compares YTD disbursements against budget (O). This element is dynamically color coded**

Operating Cash Balance

- Bar graph shows monthly average cash balance compared to the target of \$125 million; indicated by grey dotted line

Delinquent Account Receivables

- Bar graph shows monthly Receivables to Revenue ratio against target of 3%; indicated by grey dotted line. This element is dynamically color coded**
- Line graph denoted by (Δ) shows delinquency in actual dollars

Investment Cash Earnings

- Bar graph shows monthly investment cash earnings
- Line graph denoted by (Δ) compares the YTD earnings against budget (O). This element is dynamically color coded*

Core Investments Yield

- Bar graph shows the monthly investment yield compared to the monthly target (grey) benchmark as set by the US Treasury Bill. This element is dynamically color coded*

Short Term Investment Yield

- Bar graph shows the monthly short term investment yield compared to the monthly short term target (grey) benchmark as set by the US Treasury Bill. This element is dynamically color coded*

Dynamic Color Coding Legend

*	**
<p>Red - when the actual is lower than 3% of budget or target</p> <p>Yellow - when the actual is within 3% of budget or target</p> <p>Green - when the actual is equal to or higher than budget or target</p>	<p>Red - when the actual is higher than 3% of budget or target</p> <p>Yellow - when the actual is within 3% of budget or target</p> <p>Green - when the actual is equal to or lower than budget or target</p>

Symbols where the color code applies- (Δ, □)

A

CUSTOMER CARE AND OPERATIONS HIGHLIGHTS

Call Center Performance

- Bar graph shows monthly percentage of calls answered within 40 seconds against target of 85%; indicated by grey dotted line. This element is dynamically color coded***
- Line graph denoted by (O) shows the number of calls received by the call center every month

Command Center Performance

- Bar graph shows monthly percentage of calls answered within 40 seconds against target of 85%; indicated by grey dotted line. This element is dynamically color coded***
- Line graph denoted by (O) shows the number of calls received by the command center every month

First Call Resolution (FCR)

- Bar graph shows monthly percentage of calls resolved on first contact against target of 75%; indicated by grey dotted line. This element is color dynamically coded***

Emergency Response Time

- Bar graph shows the percentage of emergency calls responded to within 45 minutes against target of 90%; indicated by grey dotted line. This element is dynamically color coded***
- Line graph denoted by (O) shows the total calls dispatched per month

Fire Hydrants Out of Service (OOS)

- Bar graph shows total hydrants not available for use against target of 91; indicated by grey dotted line. This element is dynamically color coded****
- The bar graph is stacked (blue) to show hydrants that are inaccessible. Inaccessible hydrants are not measured against the target of 91

Fire Hydrant Inspections and Maintenance

- Bar graph shows the total number of fire hydrants repaired per month

Fire Hydrant Replacements

- Bar graph shows the total number of hydrants replaced per month against target of 21; indicated by grey dotted line. This element is dynamically color coded***

Total Applications Processed within Service Level Agreement (SLA)

- Bar graph shows
 - the number of permits processed per month(dark blue)
 - the number of permits processed within SLA per month(light blue)
- Line graph denoted by (O) shows the percentage of permits processed vs. processed within SLA

Dynamic Color Coding Legend

***	****
Red- when the actual is lower than 5% of budget or target Yellow- when the actual is within 5% of budget or target Green- when the actual is equal to or higher than budget or target	Red- when the actual is higher than 5% of budget or target Yellow- when the actual is within 5% of budget or target Green- when the actual is equal to or lower than budget or target

Symbols where the color code applies- (Δ, □)

LOW INCOME ASSISTANCE PROGRAM

SPLASH Contributions

- Bar graph shows monthly SPLASH contributions
- Line graph denoted by (Δ) shows the YTD contributions against target (O). This element is color coded***

Customer Assistance Program (CAP)

- Bar graph shows monthly CAP assistance
- Line graph denoted by (Δ) shows the YTD contributions against budget (O). This element is color coded***

OPERATIONAL HIGHLIGHTS

Lead and Copper Rule (LCR) Compliance

- Line graph denoted by (Δ, O) shows semi-annual LCR monitoring results against target of 15ppb; indicated by grey dotted line. This element is color coded****

Total Coliform Rule (TCR)

- Line graph denoted by (Δ) shows total coliform positives against the EPA maximum contaminant level of 5%. This element is color coded****

Biosolids Production

- Bar graph shows monthly average daily biosolids production

Total Nitrogen

- Line graph denoted by (Δ) shows monthly total nitrogen level against the current permit (dark grey) and 2015 permit (light grey) levels. This element is color coded****

Plant Effluent Flow

- Line graph denoted by (Δ) shows monthly influent flow against the plant design average limit of 370MGD. This element is color coded****

Excess Flow

- Line graph denoted by (Δ) shows monthly excess flow

Water Main Leaks

- Bar graph shows the water main leaks reported
- The bar graph is stacked(dark blue) to show the pending leaks carried over from the previous month if any; bar graph(light blue) shows new water main leaks reported for the given month
- Line graph denoted by (O) shows the number of main leaks repaired per month

Water Valve Leaks

- Bar graph shows the water valve leaks reported
- The bar graph is stacked(dark blue) to show the pending leaks carried over from the previous month if any; bar graph(light blue) shows new water valve leaks reported for the given month
- Line graph denoted by (O) shows the number of valve leaks repaired per month

Dynamic Color Coding Legend

***	****
Red- when the actual is lower than 5% of budget or target Yellow- when the actual is within 5% of budget or target Green- when the actual is equal to or higher than budget or target	Red- when the actual is higher than 5% of budget or target Yellow- when the actual is within 5% of budget or target Green- when the actual is equal to or lower than budget or target

Symbols where the color code applies- (Δ, □)

Non Revenue Water

- Bar graph shows the volume of water purchased(dark blue) and water sold(light blue) per quarter
- Line graph denoted by (Δ, O) shows the Infrastructure Leakage Index(ILI) for the current and previous year

Sewer Main Backups

- Bar graph shows the sewer main backups reported
- The bar graph is stacked(dark blue) to show the pending backups carried over from the previous month if any; bar graph(light blue) shows new sewer main backups reported for the given month
- Line graph denoted by (O) shows the number of main backups resolved per month

Sewer Lateral Backups

- Bar graph shows the sewer lateral backups reported
- The bar graph is stacked(dark blue) to show the pending backups carried over from the previous month if any; bar graph(light blue) shows new sewer laterals backups reported for the given month
- Line graph denoted by (O) shows the number of lateral backups resolved per month

Combined Sewer dry weather Overflow (CSO) Events

- Bar graph shows dry weather CSO events per month
- Line graph denoted by (O) shows the volume in Million Gallons(MG) per dry weather CSO event

Open Positions

- Bar graph (dark blue) shows open positions carried over from the previous month.
- Bar graph (light blue) shows new positions added in the given month.
- Bar graph (olive green) shows positions filled in the given month.
- Bar graph (orange) shows positions cancelled in the given month.
- Bar graph (light green) shows net remaining open positions at the end of the given month.

Electricity Usage Summary

- Bar graph shows total electricity consumption per month

Electricity Usage by Service Area

- Shows a monthly breakdown by service area of electricity usage
- Dark blue shows for Waste Water Treatment Service Area
- Light blue shows Water Pumping Service Area
- Brown shows Sewer Pumping Service Area

Employee Lost Time Incidence Rate

- Bar graph shows quarterly Employee Lost Time (LT) incidence rate as compared to the National average LT rate of 2.0; indicated by grey dotted line. Light blue represents the previous year, brown represents the year before previous and dark blue the current fiscal year.
- Scatter graph denoted by (Δ, O) shows the number of Lost Time accidents and comparison is also made between the current year and the previous years.

Contractor Lost Time Incidence Rate

- Bar graph shows quarterly Contractor Lost Time (LT) incidence rate. Light blue represents the previous year, brown represents the year before previous and dark blue the current fiscal year.
- Scatter graph denoted by (Δ, O) shows the number of Lost Time accidents and comparison is also made between the current year and the previous years.

Dynamic Color Coding Legend

***	****
Red- when the actual is lower than 5% of budget or target Yellow- when the actual is within 5% of budget or target Green- when the actual is equal to or higher than budget or target	Red- when the actual is higher than 5% of budget or target Yellow- when the actual is within 5% of budget or target Green- when the actual is equal to or lower than budget or target

Symbols where the color code applies- (Δ, □)

Vendor Payment Performance

- Bar graph shows monthly Vendor Payment Performance percentage against monthly target of 97%; indicated by grey dotted line. This element is dynamically color coded**
- Line graph denoted by (O) shows the YTD vendor payment performance %.

Dynamic Color Coding Legend

***	****
<p>Red- when the actual is lower than 5% of budget or target</p> <p>Yellow- when the actual is within 5% of budget or target</p> <p>Green- when the actual is equal to or higher than budget or target</p>	<p>Red- when the actual is higher than 5% of budget or target</p> <p>Yellow- when the actual is within 5% of budget or target</p> <p>Green- when the actual is equal to or lower than budget or target</p>

Symbols where the color code applies- (Δ, □)

E



DC Water's Procurement Manual Revision

Office of the General Counsel
Board Meeting
June 4, 2015



Background

- During the May 2013 Governance Committee meeting an important discussion was held regarding how debarment and suspension of contractors are handled under the terms of the current Procurement Manual.
- Enhancements to the “debarment” and “suspension” Chapter of the Procurement Manual were first placed on the July 2013 Governance Committee Agenda and were discussed subsequently at the September and November 2013 meetings.



Cont'd.

- With the advent of a new Committee Chairperson, the Committee decided to expand its review and enhance and better define the procedure for handling “bad actors”- contractors and subcontractors who have committed labor violations, committed fraud or criminal offense, violated federal, state or District of Columbia antitrust statutes relating to the submission of their offers, committed embezzlement, theft, forgery or bribery etc. and/or committed any other offense indicating a lack of integrity or business ethics. In addition, DC Water has the right to consider performance issues.



As a result, additional revisions were reviewed by the Committee during 2014 and 2015 resulting in the changes before you today. Ultimately, the following chapters of the Procurement Manual were revised:

- Chapter 5 - Bonds and Insurance
- Chapter 23 - Contract Management and Administration
- Chapter 25 - Contractor Responsibility
- Chapter 26 - Debarment and Suspension



Chapter 5 – Bonds and Insurance

- Minor clerical changes were made for ease of understanding text.



Chapter 23- Contract Management and Administration

- Provides that DC Water will be reimbursed for any costs incurred for its review and consideration of action taken relating to labor violations.
- Includes a definition of ‘Labor Violations.’
- Addition of ‘intellectual property’ in section covering the protection of DC Water’s title.
- Statement that prior to using setoffs or withholding payments, DC Water will use all reasonable means available short of litigation
- Minor clerical edits for ease of understanding



Chapter 25- Contractor Responsibility

- Requires prospective contractors to disclose all labor violations committed by themselves and their affiliates for the past three (3) years predating the effective date of contract being awarded.
- Contractors and affiliates may not engage in activity that constitutes an unsatisfactory record of integrity or business ethics.
- Requires contractors to include in any subcontracts that subcontractors and their affiliates will not engage in labor violations and will disclose any such violations committed within in the past three (3) years.
- Expands the information to be reviewed by DC Water when determining whether a prospective contractor should be deemed 'responsible.'



Chapter 26- Debarment and Suspension

- Adds the commission of a 'Labor Violation' as previously defined in Chapter 23 as an additional cause for debarment.
- Regarding debarment, establishes procedures for reasonable notice to the contractor as well as an opportunity to be heard, the issuance of both proposed and final orders and an opportunity to appeal.
- Regarding suspension, establishes procedures for reasonable notice, to the contractor as well as an opportunity to be heard, the issuance of proposed and final orders and an opportunity to appeal.

Date Issued: June 12, 2009
Date Last Revised: May 3, 2015

CHAPTER 5. Bonds and Insurance

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5.4.3 Other than Construction Contracts	5-2
5.5 Security Bonds and Other Security	5-3
5.6 Sureties	5-3
5.7 Insurance	5-3

5.1 Policy

The Authority may, on an individual or class of requirement basis, require bonds (bid, performance, labor and material payment, fidelity, or other type of bonding or any combination thereof) and insurance as deemed necessary to protect the interests of the Authority. The Authority shall require bonds on any federally funded construction project according to federal requirements.

5.2 Bid Bonds and Other Security

Bid bonds are required whenever a performance bond or a performance and payment bond is required; however, the Chief Contracting Officer may, prior to the bid opening/proposal due date, waive the requirement to obtain a bid bond when it is determined that a bid bond is not in the best interest of the Authority for a specific acquisition.

A bid bond securing multiple bids is acceptable for contracts for goods and services. Only separate bid bonds are acceptable for construction contracts.

5.3 Noncompliance with Bid Security Requirements

Noncompliance with a solicitation requirement for a bid bond in sealed bidding renders the bid non-responsive, and requires rejection of the bid. When conducting a procurement using competitive proposals and an award is to be made based on initial proposals without discussion, noncompliance with a solicitation requirement for a proposal security renders the proposal unacceptable.

5.4 Performance and Payment Security

All required bonds or alternative payment protection, including any necessary reinsurance agreements, must be received by the Authority before issuing a notice to proceed with the work or allowing work to start.

5.4.1 Federally Funded Construction Contracts with a Value Greater than \$100,000

Bid performance and payment bonds are required for any federally funded construction contract exceeding \$100,000.

5.4.2 Other Construction Contracts

Bid, performance and payment bonds are required for any non-federally funded construction contracts exceeding \$100,000. ~~In determining any required security, consideration~~ Consideration may be given to accepting ~~one or possibly up to~~ two of the following forms of security in lieu of a performance and payment bond:

1. An irrevocable letter of credit (ILC);
2. A tripartite escrow agreement;
3. Certificates of deposit;
4. United States Bonds or Notes; or
5. Certified or Cashier's Checks, Bank Drafts, Money Orders, or Currency.

5.4.3 Other than Construction Contracts

Performance and payment bonds should not normally be required for other than construction contracts; however, performance and payment bonds may be required for contracts exceeding the large procurement threshold (\$100,000) when necessary to protect the Authority's interest. The amount of the bond may be the value of the contract or the amount that could be at risk.

A performance and payment bond should be considered when:

1. Authority property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material);
2. A contractor sells assets to or merges with another concern, and the Authority, after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable;
3. Progress payments are made substantially exceeding the value of end items delivered, such as when end

item design or tooling is funded with progress payments; or

4. Additional performance bond protection is required because of an increase in contract price and the terms of the bond do not automatically increase the amount.

5.5 Security Bonds and Other Security

When bonds are required, the Authority shall obtain adequate security for bonds (including coinsurance and reinsurance agreements). Forms of security that the Contracting Officer may consider include:

1. Corporate or individual sureties licensed to provide bonds in the District of Columbia;
2. United States Bonds or Notes;
3. Certified or Cashier's Checks, Bank Drafts, Money Orders, or Currency; or
4. Irrevocable Letter of Credit (ILC).

5.6 Sureties

The Contracting Officer shall determine the acceptability of proposed sureties and shall ensure that the surety's pledged assets are sufficient to cover the bond obligation.

5.7 Insurance

Contractors are required by law to provide insurance for certain types of perils (e.g., workers' compensation). Insurance is mandatory also when the contractor is making use of Authority property, and the type of operation, circumstances of ownership, or condition of the contract makes insurance necessary for the protection of the Authority.

Authority solicitations and contracts shall specify the insurance requirements depending on the nature of work performed. When applicable, the Rolling Owner Controlled Insurance Program shall be included in Authority solicitations and contracts.

Contractor self-insurance programs may be approved when in the Authority's interest.

Date Issued: June 12, 2009
Date Last Revised: May 3, 2015

CHAPTER 5. Bonds and Insurance

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5.5 Security Bonds and Other Security	5-3
5.6 Sureties	5-3
5.7 Insurance	5-3

5.1 Policy

The Authority may, on an individual or class of requirement basis, require bonds (bid, performance, labor and material payment, fidelity, or other type of bonding or any combination thereof) and insurance as deemed necessary to protect the interests of the Authority. The Authority shall require bonds on any federally funded construction project according to federal requirements.

5.2 Bid Bonds and Other Security

Bid bonds are required whenever a performance bond or a performance and payment bond is required; however, the Chief Contracting Officer may, prior to the bid opening/proposal due date, waive the requirement to obtain a bid bond when it is determined that a bid bond is not in the best interest of the Authority for a specific acquisition.

A bid bond securing multiple bids is acceptable for contracts for goods and services. Only separate bid bonds are acceptable for construction contracts.

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Noncompliance with a solicitation requirement for a bid bond in sealed bidding renders the bid non-responsive, and requires rejection of the bid. When conducting a procurement using competitive proposals and an award is to be made based on initial proposals without discussion, noncompliance with a solicitation requirement for a proposal security renders the proposal unacceptable.

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Bid performance and payment bonds are required for any federally funded construction contract exceeding \$100,000.

5.4.2 Other Construction Contracts

Bid, performance and payment bonds are required for any non-federally funded construction contracts exceeding \$100,000. Consideration may be given to accepting up to two of the following forms of security in lieu of a performance and payment bond:

1. An irrevocable letter of credit (ILC);
2. A tripartite escrow agreement;
3. Certificates of deposit;
4. United States Bonds or Notes; or
5. Certified or Cashier's Checks, Bank Drafts, Money Orders, or Currency.

5.4.3 Other than Construction Contracts

Performance and payment bonds should not normally be required for other than construction contracts; however, performance and payment bonds may be required for contracts exceeding the large procurement threshold (\$100,000) when necessary to protect the Authority's interest. The amount of the bond may be the value of the contract or the amount that could be at risk.

A performance and payment bond should be considered when:

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4. Additional performance bond protection is required because of an increase in contract price and the terms of the bond do not automatically increase the amount.

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When bonds are required, the Authority shall obtain adequate security for bonds (including coinsurance and reinsurance agreements). Forms of security that the Contracting Officer may consider include:

1. Corporate or individual sureties licensed to provide bonds in the District of Columbia;
2. United States Bonds or Notes;
3. Certified or Cashier's Checks, Bank Drafts, Money Orders, or Currency; or
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The Contracting Officer shall determine the acceptability of proposed sureties and shall ensure that the surety's pledged assets are sufficient to cover the bond obligation.

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Contractors are required by law to provide insurance for certain types of perils (e.g., workers' compensation). Insurance is mandatory also when the contractor is making use of Authority property, and the type of operation, circumstances of ownership, or condition of the contract makes insurance necessary for the protection of the Authority.

Authority solicitations and contracts shall specify the insurance requirements depending on the nature of work performed. When applicable, the Rolling Owner Controlled Insurance Program shall be included in Authority solicitations and contracts.

Contractor self-insurance programs may be approved when in the Authority's interest.

Date Issued: June 12, 2009
 Date Last Revised: May 3, 2015

CHAPTER 23. Contract Management and Administration

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23.1 Policy

Contracts for goods and services including construction must be managed and administered to ensure that they are delivered on time, at projected cost, and meet all performance requirements. Contract management and administration is the management of contracts made with customers, vendors, partners, or employees. Contract management includes negotiating the terms and conditions in contracts and ensuring compliance with the terms and conditions, as well as documenting and agreeing to any changes that may arise during contract implementation or execution

23.2 Authority and Responsibilities

Only Contracting Officers acting within the scope of their delegation authority may:

1. Award, modify, extend, terminate, and close-out contracts;
2. Exercise contract options; and
3. Settle contract claims and disputes.

Contracting Officer Representatives (COR) acting within the scope of their delegated authority may perform the following functions as they relate to construction contracts:

1. Negotiate adjustments of contract price above the level of their delegation and/or time with a contractor and recommend acceptance or rejection of negotiation results;
2. Prepare Authority estimates of contract modifications;
3. Modify the contract in accordance with the CHANGES clause within the limits of their delegation;
4. Issue orders for goods or services under the provisions of a blanket purchase agreement; a basic ordering agreement, or other contract type that provides for the placement of orders under the contract terms;
5. Perform other duties that the Chief Contracting Officer, or the Contracting Officer may assign because of special situations; and
6. Perform duties normally assigned to a COTR.

Contracting Officer's Technical Representatives (COTR) may provide such management oversight and technical direction for a particular procurement or contract as specified in writing from the Contracting Officer. A COTR may perform functions such as inspecting, testing, and accepting contract line items, monitoring the contractor's performance, controlling Authority-furnished property, reviewing and approving and/or recommending to the Contracting Officer approval/disapproval of vouchers/invoices, etc.

Contracting Officers, CORs, COTRs, and cognizant department personnel are responsible for monitoring contractor performance and ensuring contractor compliance with contractual commitments and obligations.

23.3 Approval of Award Actions

Contracting Officers acting within the scope of their delegation authority may approve award actions.

Except for emergency procurements, no award action may be approved until all required reviews, clearances, determinations, justifications, and other applicable procedures have been completed, and Board of Director's approval has been obtained, where applicable.

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A Pre-Award Orientation may be used for construction contracts, complex contracts, or for contracts where

there are outstanding issues which need to be discussed and/or resolved prior to contract award. The Contracting Officer in coordination with the COTR will determine whether to hold such a conference, identify who should attend, set the agenda, and make the necessary arrangements.

23.5 Post-Award (Pre-Construction) Conference with Contractor

A Post-Award Conference may be conducted for construction contracts or complex contracts before the work under contract begins. Such a meeting provides key members of both organizations (Authority and the contractor) an opportunity to establish lines of authority and communication and identify their respective duties and responsibilities. Discussions may also cover specific projects plans, specifications, safety requirements, unusual conditions, and schedules of completion. A thorough understanding of equal employment regulations, civil rights requirements, applicable labor laws as described in Section 23.28.6, and other pertinent features of the contract will promote better relations and usually improve contract performance.

A summary report of the post-award conference will be prepared with all information and guidance provided to the contractor, all items discussed, including areas requiring resolution, controversial matters, the names of the participants assigned responsibility for further actions, and the due dates for the actions.

23.6 Post-Award Conference with Subcontractor

The prime contractor is normally responsible for conducting post-award conferences with subcontractors. The prime contractor may invite Authority representatives to a conference with subcontractors or the Authority may request that the prime contractor initiate a conference with subcontractors.

The Authority lacks privity of contract with subcontractors and shall not take any action that is inconsistent with or alters the subcontracts.

23.7 Contract Execution by the Authority

Only a Contracting Officer is authorized to sign and enter into a contract on behalf of the Authority. The Contracting Officer's name and official title shall be typed, stamped, or printed on the contract. The Contracting Officer shall generally sign the contract after it has been signed by the contractor and shall ensure that the person signing for the contractor has authority to bind the contractor.

23.8 Contract Execution by Contractor

Only an individual or individuals with the authority to bind the contractor shall sign a contract with the Authority on behalf of the contractor. The Contracting Officer may request satisfactory evidence of the signer's authority to bind the contractor.

23.9 Contract Distribution

Copies of contracts or modifications shall be distributed within 10 days after execution by all parties. Copies shall be distributed simultaneously to the contractor, requiring department, and budget office.

23.10 Contract Files

The Authority shall establish and maintain files containing the records of all contractual actions. The documentation in the files shall be sufficient to constitute a complete history of the procurement. Normally, each file should be kept separately; however, if appropriate, any or all of the files may be combined. Contents of contract files that contain contractor bid or proposal information or source selection information must be protected from disclosure to unauthorized persons.

The COTR shall maintain separate contract files as specified by the Contracting Officer.

23.11 Changes to Contract

Contracts shall contain a clause that will give the Contracting Officer the right to make any change in the work, within the general scope of the contract, by a written order designated as a change order.

Changes resulting from direction from Authority representatives believed to be a requirement of the contract based on erroneous interpretation of the contract documents, constitute a constructive change, and require a determination of merit by the Contracting Officer in order for the directive to constitute a change order.

Claims or disputes that are subsequently recognized as meritorious may be processed as changes, based on a determination of merit issued by the Contracting Officer.

Changes that are outside the general scope of the contract will require a justification as to the reason the change should be issued to an existing contract, rather than procuring the requirement on competitive basis. The Contracting Officer does not have the contractual authority to issue such changes unilaterally, and must obtain agreement from the contractor prior to issuance. Such changes are issued as supplemental agreements to the contract.

The procurement record will include the reason and necessity for the change.

The equitable adjustment for directed changes, supplemental agreements and value engineering changes will be determined by cost analysis based on an independent Authority Estimate, and a reconciliation of the differences between the contractor's and the authority's figures of the individual work elements.

The equitable adjustment for meritorious claims for work performed will be based on the contractor's incurred costs, adjusted as appropriate for reasonableness and allowability.

If there is no agreement between the Authority and the contractor on the equitable adjustment, the Contracting Officer may determine the equitable adjustment based on the Authority's estimate, and implement the change by a unilateral contract modification. A quantum dispute will be processed as a claim.

23.12 Contract Modifications

Contract modifications are issued to provide the equitable adjustment as a result of changes issued under the contract under the "changes" clause, including supplement agreements, or other clauses. The equitable adjustment may also be provided in a single step by the change order.

Contract modifications require concurrence of the equitable adjustment and acceptance by the Contracting Officer in order for the action to be finalized.

A contract modification executed by both parties cannot be reopened for adjustment unless the Contracting Officer determines the existence of a mutual mistake. Such mistakes are addressed by a separate contract modification which must refer to the modification that requires adjustment or remedy.

If the contractor does not agree with the price or time adjustment, and declines to sign the contract modification, the Contracting Officer may execute the modification on a unilateral basis. Unilateral contract modifications become claims at this point, and they are processed according to the procedures for claims and disputes.

Contract modifications stemming from directed changes may be issued in two parts, if work must commence immediately, but the full or detailed scope cannot be defined at the outset.

Contract modifications are also issued to implement direction, or changes involving other clauses, such as:

1. Differing site conditions;
2. Value engineering proposals;
3. Weather delays or strikes;
4. Suspension of work;
5. Termination for convenience;
6. Termination for default; or

7. To incorporate a Letter Contract into a definitive contract.

The above actions may also be implemented by the issuance of a "change order." The procurement record for contract modifications will include as a minimum:

1. Description of the changed statement of work or specification;
2. Contractor proposal;
3. Independent authority estimate;
4. Record of negotiations; and
5. Executed contract modification.

23.13 Novation and Change of Name Agreements

A novation agreement recognizes a successor in interest to an Authority contract when contractor assets are transferred. The novation agreement is executed by the contractor (transferor), the successor in interest (transferee), and the Authority, and by which the transferor guarantees performance of the contract, the transferee assumes all obligations under the contract, and the Authority recognizes the transfer of the contract.

A change-of-name recognizes a change in the contractor's name. A change-of-name agreement is executed by the contractor and the Authority, and recognizes the legal change of name of the contractor without disturbing the original contractual rights and obligations of the parties.

23.14 Suspension of Work for Noncompliance

The Authority may suspend the work, partially or completely when the contractor's performance is not satisfactory or for the contractor's failure to comply with a material requirement of the contract, such as providing proof of insurance. The contractor shall not be allowed to resume work until the condition giving rise to the suspension of work has been remedied.

The Contracting Officer, or the Contracting Officer's representative where applicable, shall notify the contractor in writing of the suspension or stoppage of work, stating the reasons for the suspension or stoppage, the corrective action required by the contractor, and a date by which the corrective action must be accomplished. Consideration should be given to stating that the contract will be terminated for default unless the corrective action is accomplished or the time allowed for the corrective action is extended.

If the contractor does not complete the required corrective action by the specified date, the Contracting Officer may extend the suspension, or terminate the contract.

The Authority shall not be liable for any costs incurred by the contractor as a result of the suspension or stoppage of work caused by the contractor's unsatisfactory performance or failure to comply with a material requirement of the contract.

23.14.1 Suspension of Work for the Convenience of the Authority

The Authority may, when in its interest, order a partial or complete suspension of work, or a work stoppage. The Contracting Officer shall notify the contractor in writing of the suspension or stoppage of work.

The notice shall include:

1. A description of the work to be suspended;
2. The period of the suspension or stoppage of work;
3. Instructions concerning the contractor's issuance of further orders for materials or services;
4. Guidance to the contractor on action to be taken on any subcontracts; and

5. Other suggestions to the contractor for minimizing costs

Prior to the expiration of the suspension, the Contracting Officer shall take appropriate action to:

1. Rescind the suspension/stop-work order;
2. Extend the period of suspension/ stop-work order; or
3. Terminate the contract for the convenience of the Authority

If a suspension/stop-work order is rescinded, or the period of the order or any extension thereof expires, and if the order or extension does not contain an automatic termination for convenience, the contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and modify the contract in writing.

If the contract is terminated, the Contracting Officer shall allow reasonable costs resulting from the stop work order.

23.15 Termination for Default

The Authority may terminate a contract, in whole or in part for default, if it is determined that the contractor has failed to meet the terms and conditions of the contract or the anticipated failure of the contractor to perform its contractual obligations.

Conditions that may be grounds for termination for default are:

1. Contractor failure to make delivery of the goods or to perform the services within the time specified in the contract;
2. Contractor failure to ~~satisfactorily perform~~ **perform or unsatisfactory performance of** any other term or condition of the contract; or
3. Contractor failure to make progress so as to endanger performance of the contract.

The contracts will be terminated in accordance with the Termination for Default clause in the contract. Contracts terminated for default may be completed by the Authority using its own workforce or by contract. In either case, the terminated contractor shall be liable for any additional costs incurred by the Authority to complete the work. If a performance bond applies, the surety will be responsible for the completion.

23.16 Termination for Convenience

The Authority may terminate a contract, in whole or in part for convenience when it is in the best interest of the Authority. When the price of the undelivered balance of the contract is very small, the contract may be permitted to run to completion.

When termination for convenience is considered appropriate, a notice of termination shall be sent to the contractor specifying:

1. That the contract is being terminated for the convenience of the Authority;
2. The effective date of termination;
3. The extent of termination; and
4. Any special instructions.

Any work not terminated will continue. Contracts will be terminated for convenience in accordance with the Termination for Convenience clause in the contract.

23.17 Consent to Subcontract

The Authority may require consent to subcontract if the Authority determines that an individual consent action is required to protect the Authority because of the subcontract type, complexity, value, or because the subcontract needs special surveillance (e.g. subcontracts for critical systems, subsystems, components, or services).

The Contracting Officer shall ensure that any requirements for consent to subcontract are included in the contract.

23.18 Authority-Furnished Property

Contractors are ordinarily required to furnish all property necessary to perform Authority contracts. The Authority may furnish property to its contractors when it is its best interest.

When the Authority furnishes property under a contract or the contractor acquires property and the Authority reimburses the contractor (e.g. cost-reimbursement contract) for the property, the Contracting Officer shall include a provision in solicitations and contracts that provides for control and accountability of Authority property.

23.19 Negotiation Meetings

All negotiation meetings should be conducted at Authority facilities. The Contracting Officer, or the Contracting Officer's Representative where applicable, may approve exceptions on a case-by-case basis.

23.20 Delivery and Performance

The Authority shall clearly state delivery or performance requirements in each solicitation and contract. The Contracting Officer shall ensure that delivery or performance requirements are realistic and meet the requirements of the procurement.

The Authority may establish different delivery or performance requirements for separable items of work. When establishing delivery or performance requirements, the Contracting Officer shall take into account factors pertaining to the ability of the contractor to actually begin performance, such as time for receipt of notice by the contractor of the contract award or acceptance by the Authority, or the time for receipt by the contractor of an executed contract.

The Contracting Officer is responsible to ensure that goods, services, or construction procured under each Authority contract conform to the quality, safety and quantity requirements of the contract. The Contracting Officer shall be notified immediately of any delivery or performance issues.

23.21 Acceptance and Rejection of Goods and Services

Each Authority contract shall include appropriate inspection and test and other quality requirements, including warranty and reliability clauses necessary to protect the Authority's interests. Goods and services procured by the Authority shall be inspected to ensure the goods are delivered or the services are performed as specified.

The ordering department is responsible for notifying the Contracting Officer when goods delivered or services performed comply, or fail to comply, with the terms and conditions of the contract.

The Contracting Officer is responsible for acceptance or rejection of goods delivered or services performed. The Contracting Officer shall notify the contractor of the rejection of goods or services and may require the contractor to correct the deficiencies or take other action as authorized by the appropriate contract clause. Any costs incurred by the contractor to correct the deficiencies, including any re-inspection costs shall be borne solely by the contractor. Any shipping costs incurred by the Authority to return rejected goods to the contractor shall be chargeable to the contractor.

23.22 Acceptance and Rejection of Construction (RESERVED)

23.23 Additional Contract Compliance Responsibilities

Authority contracts shall not preclude the Authority from performing inspection, test, or other pertinent quality assurance measures.

Contract quality assurance shall be conducted before acceptance by or under the direction of Authority personnel. The Authority department responsible for the technical requirements shall provide any quality plan specifications necessary for inspection, testing, and other contract quality requirements.

The necessary requirements for the contractor's control of quality for the goods, services, or construction shall be included in Authority solicitations and contracts.

23.24 Liquidated Damages

Liquidated damages shall be included in all construction contracts exceeding \$100,000. Liquidated damages may also be included in other than construction contracts when the time of delivery or performance is such an important factor in the award of the contract that the Authority may reasonably expect to suffer damages if the project is delayed.

The Contracting Officer shall determine a rate of liquidated damages for each contract that will approximate the amount of the damages that the Authority will incur as a result of the delay.

The Authority contracts may include an overall maximum dollar amount or period of time during which liquidated damages may be assessed, or both, to prevent an unreasonable assessment of liquidated damages. The Contracting Officer may use more than one liquidated damages rate when necessary and appropriate.

The Contracting Officer must take all reasonable steps to mitigate liquidated damages, including cure notices when progress is not maintained, and there is probability for late completion.

23.25 Contract Funding and Fiscal Year

Before executing any contract, the Contracting Officer shall obtain certification that funds are available in the amount and for the purpose of the contract.

The Contracting Officer shall include in a contract that is based on the availability of funds a provision expressly stating that the portion of the contract requiring payment of any amount in excess of available funding is conditioned upon the appropriation or allocation of additional budget authority.

The Contracting Officer shall include in a contract that is based on future fiscal year funding a provision stating that the portion of the contract requiring expenditures in a future fiscal year is conditioned upon the appropriation of budget authority for that fiscal year.

A contractor shall not perform services or deliver goods under a contract conditioned upon the availability of funds until the Contracting Officer has given written notice to the contractor that funds are available.

The Authority shall not accept goods, services, or construction services under a contract conditioned upon the availability of funds until the Contracting Officer has given written notice to the contractor that funds are available.

23.26 Limitation of Cost or Funds

The Contracting Officer, upon learning that the contractor is approaching the estimated cost of the contract or the limit of the funds allotted, shall promptly obtain programming information pertinent to the contract's continuation.

The Contracting Officer shall notify the contractor in writing that:

1. The contract is to be continued and additional funds have been allotted or that the estimated cost has been increased, in a specified amount;

2. The contract is not to be continued and the contractor should submit a proposal for an adjustment of fee, if any, based on the percentage of work completed in relation to the total work called for under the contract; or
3. The contract is to be terminated.

23.27 Invoicing and Payment

Authority contracts shall include invoicing and payment instructions. The Authority shall promptly pay contractors for goods, services, and construction that are delivered and accepted, meet contract quality requirements, and are properly invoiced. Payment for goods is normally made after delivery and acceptance. Payment for services is normally made based on established milestones or monthly for services rendered. Payment for construction is normally made by progress payments.

23.27.1 Advance Payments

The Authority shall not make advance payments on any contract, except for contracts for the payment of rents, tuition, insurance premiums, and subscriptions to publications

23.27.2 Progress Payments for Construction Contracts (Reserved)

23.27.3 Progress Payments for Other than Construction Contracts

The Contracting Officer shall include a clause in each solicitation that will describe the method of determining payments under the contract.

The clause may include one of the following methods, or other methods that are determined appropriate:

1. Payment based on the contractual value of the deliverable, upon delivery, inspection and acceptance;
2. Payment based on milestone achievements as established in the contract; or
3. Payment based on progress based on an assessment by the Authority as to the status of the contract. Progress payment cycles normally cover one month, but cycles with shorter periods may be specified when appropriate.

23.27.4 Progress Payments to Subcontractors

The Contracting Officer shall include provisions in each contract providing for progress payments requiring the contractor to include in the terms of each subcontract, the substance of the progress payment provisions in the prime contract. The subcontract payment provision should be modified to indicate that the contractor awards the subcontract and administers the progress payments.

23.27.5 Risk of Loss

The Contracting Officer shall include provisions in each contract providing for progress payments that, except for normal spoilage, the contractor shall bear the risk of loss, theft, destruction, or damage to property affected by the provision, unless the Authority has expressly assumed that risk.

23.27.6 Protection of Authority Title

The Contracting Officer shall include provisions in each contract that would give the Authority title to all of the materials, work-in-progress, finished goods, **intellectual property**, and other items for which payments have been made under the contract.

23.27.7 Setoff and Withholding of Payments

The Authority may setoff or withhold payments due a contractor to settle a contract debt. Prior to using a setoff or withholding payments, the Contracting Officer, or other designated official **designated**, shall use all **reasonable** means available, **short of litigation**, to collect the debts.

23.27.8 Assignment of Contract Payments by Contractor

A contractor may assign moneys due or to become due under a contract if the contract does not prohibit the

assignment.

Any assignment not prohibited by the contract shall be made to a bank, trust company, or other financing institution, including any Federal lending agency and shall not be further assigned, except for any assignment made to one party as agent or trustee for two or more parties participating in the financing of the contract.

23.27.9 Final Payments

Final payments are made only after completion and acceptance of all goods, services or construction required under the contract, presentation of a properly executed voucher, and presentation of release of all claims against the Authority arising under the contract.

23.28 Contract Closeout

Authority contracts will be closed out when they are both physically and administratively complete and all aspects of contractual performance have been accomplished, terminated, or otherwise disposed of by contract modification. Authority contracts are physically complete only after all articles and services called for under the contract, including such related items as reports, spare parts, and exhibits, have been delivered to and accepted by the Authority, including those articles, have been delivered to and accepted by the Authority, including those articles and services for which no specific compensation may have been stipulated. Authority contracts are administratively complete when all payments have been made and administrative actions accomplished. This includes a determination by the Contracting Officer that the Authority has recovered the cost incurred by the Authority for its review and consideration of, and action taken relating to, any Labor Violations (as defined in Section 23.28.6 of this Procurement Manual) determined by the Authority to have occurred during the course of and in connection with the contract.

The Contracting Officer is responsible for review of the contract file and obtaining all necessary documentation to ensure:

1. All deliverables and/or services (including any reports) required under the contract have been received and accepted;
2. The terms and conditions of the contract have been complied with;
3. The disposition of accountable property under the contract has been accomplished;
4. A final audit, when appropriate, has been performed and all questioned costs have been resolved;
5. The surety for the payment bond, if any, has consented to releasing final payment to the contractor;
6. All costs incurred by the Authority for its review and consideration of, and action taken relating to, any Labor Violations determined by the Authority to have occurred during the course of and in connection with the contract (and any related subcontracts) shall be paid by the contractor. "Labor Violation" is hereby defined as any violation of an applicable labor law including but not limited to any violation of the National Labor Relations Act, prevailing wage laws, wage and hour laws, anti-discrimination laws, and occupational safety and health laws. Such "Labor Violation" shall also include retaliation against an employee for exercising or attempting to exercise any right or interest under law arising from, in connection with, or related to a contract covered herein or intimidation of an employee to prevent the exercise of such right or interest. ~~The contractor shall include a provision in any subcontract entered into during the course of and in connection with the contract stating the subcontractor shall not engage in any Labor Violations, and shall require that all subcontractors disclose to the contractor all Labor Violations by subcontractor or any affiliated person or entity, including subcontractor's owners, parent entity, predecessors and subsidiaries ("Affiliated Entities"), that have resulted in any adverse administrative determination, arbitral award or decision, or civil judgment on the merits, or unless excluded by law or contract provisions, in a settlement or consent decree resolving admitted or alleged violations in the three (3) year period preceding the proposed effective date of the contract, and any pending formal charges of Labor Violations that have not been settled or otherwise adjudicated and addressed to the satisfaction of the contractor, with such documentation and records as it may request, the details of any such violations and corrective measures, if any, taken; and~~

7. All necessary actions required to close the contract are completed and documented.

Small purchase files shall be considered closed when the Contracting Officer receives evidence of receipt of goods or services and final payment.

23.29 Quick Close of Cost Reimbursement Contracts

Cost reimbursement contracts may be closed out in advance of the determination of final indirect cost rates if the contract is physically complete and the amount of unsettled indirect cost to be allocated to the contract is relatively insignificant.

Indirect cost amounts will be considered insignificant when the total unsettled indirect cost to be allocated to any one contract does not exceed \$1,000,000 and the cumulative unsettled indirect costs to be allocated to one or more contracts in a single fiscal year do not exceed 15 percent of the estimated, total unsettled indirect costs allocable to cost-type contracts for that fiscal year.

The Contracting Officer may waive the 15 percent restriction based upon a risk assessment that considers the contractor's accounting, estimating, and purchasing systems; other concerns of the cognizant contract auditors; and any other pertinent information and agreement can be reached on a reasonable estimate of allocable dollars.

Indirect cost rates used in the quick closeout of a contract shall not be considered a binding precedent when establishing the final indirect cost rates for other contracts.

23.30 Evaluation of Contractors

The Authority shall evaluate all contractors providing goods and services including construction in excess of \$100,000. Contractor evaluation occurs during and after contract performance and shall be used in evaluating contractor past performance during future solicitations.

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CHAPTER 23. Contract Management and Administration

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The Authority lacks privity of contract with subcontractors and shall not take any action that is inconsistent with or alters the subcontracts.

23.7 Contract Execution by the Authority

Only a Contracting Officer is authorized to sign and enter into a contract on behalf of the Authority. The Contracting Officer's name and official title shall be typed, stamped, or printed on the contract. The Contracting Officer shall generally sign the contract after it has been signed by the contractor and shall ensure that the person signing for the contractor has authority to bind the contractor.

23.8 Contract Execution by Contractor

Only an individual or individuals with the authority to bind the contractor shall sign a contract with the Authority on behalf of the contractor. The Contracting Officer may request satisfactory evidence of the signer's authority to bind the contractor.

23.9 Contract Distribution

Copies of contracts or modifications shall be distributed within 10 days after execution by all parties. Copies shall be distributed simultaneously to the contractor, requiring department, and budget office.

23.10 Contract Files

The Authority shall establish and maintain files containing the records of all contractual actions. The documentation in the files shall be sufficient to constitute a complete history of the procurement. Normally, each file should be kept separately; however, if appropriate, any or all of the files may be combined. Contents of contract files that contain contractor bid or proposal information or source selection information must be protected from disclosure to unauthorized persons.

The COTR shall maintain separate contract files as specified by the Contracting Officer.

23.11 Changes to Contract

Contracts shall contain a clause that will give the Contracting Officer the right to make any change in the work, within the general scope of the contract, by a written order designated as a change order.

Changes resulting from direction from Authority representatives believed to be a requirement of the contract based on erroneous interpretation of the contract documents, constitute a constructive change, and require a determination of merit by the Contracting Officer in order for the directive to constitute a change order.

Claims or disputes that are subsequently recognized as meritorious may be processed as changes, based on a determination of merit issued by the Contracting Officer.

Changes that are outside the general scope of the contract will require a justification as to the reason the change should be issued to an existing contract, rather than procuring the requirement on competitive basis. The Contracting Officer does not have the contractual authority to issue such changes unilaterally, and must obtain agreement from the contractor prior to issuance. Such changes are issued as supplemental agreements to the contract.

The procurement record will include the reason and necessity for the change.

The equitable adjustment for directed changes, supplemental agreements and value engineering changes will be determined by cost analysis based on an independent Authority Estimate, and a reconciliation of the differences between the contractor's and the authority's figures of the individual work elements.

The equitable adjustment for meritorious claims for work performed will be based on the contractor's incurred costs, adjusted as appropriate for reasonableness and allowability.

If there is no agreement between the Authority and the contractor on the equitable adjustment, the Contracting Officer may determine the equitable adjustment based on the Authority's estimate, and implement the change by a unilateral contract modification. A quantum dispute will be processed as a claim.

23.12 Contract Modifications

Contract modifications are issued to provide the equitable adjustment as a result of changes issued under the contract under the "changes" clause, including supplement agreements, or other clauses. The equitable adjustment may also be provided in a single step by the change order.

Contract modifications require concurrence of the equitable adjustment and acceptance by the Contracting Officer in order for the action to be finalized.

A contract modification executed by both parties cannot be reopened for adjustment unless the Contracting Officer determines the existence of a mutual mistake. Such mistakes are addressed by a separate contract modification which must refer to the modification that requires adjustment or remedy.

If the contractor does not agree with the price or time adjustment, and declines to sign the contract modification, the Contracting Officer may execute the modification on a unilateral basis. Unilateral contract modifications become claims at this point, and they are processed according to the procedures for claims and disputes.

Contract modifications stemming from directed changes may be issued in two parts, if work must commence immediately, but the full or detailed scope cannot be defined at the outset.

Contract modifications are also issued to implement direction, or changes involving other clauses, such as:

1. Differing site conditions;
2. Value engineering proposals;
3. Weather delays or strikes;
4. Suspension of work;
5. Termination for convenience;
6. Termination for default; or
7. To incorporate a Letter Contract into a definitive contract.

The above actions may also be implemented by the issuance of a "change order." The procurement record for

contract modifications will include as a minimum:

1. Description of the changed statement of work or specification;
2. Contractor proposal;
3. Independent authority estimate;
4. Record of negotiations; and
5. Executed contract modification.

23.13 Novation and Change of Name Agreements

A novation agreement recognizes a successor in interest to an Authority contract when contractor assets are transferred. The novation agreement is executed by the contractor (transferor), the successor in interest (transferee), and the Authority, and by which the transferor guarantees performance of the contract, the transferee assumes all obligations under the contract, and the Authority recognizes the transfer of the contract.

A change-of-name recognizes a change in the contractor's name. A change-of-name agreement is executed by the contractor and the Authority, and recognizes the legal change of name of the contractor without disturbing the original contractual rights and obligations of the parties.

23.14 Suspension of Work for Noncompliance

The Authority may suspend the work, partially or completely when the contractor's performance is not satisfactory or for the contractor's failure to comply with a material requirement of the contract, such as providing proof of insurance. The contractor shall not be allowed to resume work until the condition giving rise to the suspension of work has been remedied.

The Contracting Officer, or the Contracting Officer's representative where applicable, shall notify the contractor in writing of the suspension or stoppage of work, stating the reasons for the suspension or stoppage, the corrective action required by the contractor, and a date by which the corrective action must be accomplished. Consideration should be given to stating that the contract will be terminated for default unless the corrective action is accomplished or the time allowed for the corrective action is extended.

If the contractor does not complete the required corrective action by the specified date, the Contracting Officer may extend the suspension, or terminate the contract.

The Authority shall not be liable for any costs incurred by the contractor as a result of the suspension or stoppage of work caused by the contractor's unsatisfactory performance or failure to comply with a material requirement of the contract.

23.14.1 Suspension of Work for the Convenience of the Authority

The Authority may, when in its interest, order a partial or complete suspension of work, or a work stoppage. The Contracting Officer shall notify the contractor in writing of the suspension or stoppage of work.

The notice shall include:

1. A description of the work to be suspended;
2. The period of the suspension or stoppage of work;
3. Instructions concerning the contractor's issuance of further orders for materials or services;
4. Guidance to the contractor on action to be taken on any subcontracts; and
5. Other suggestions to the contractor for minimizing costs

Prior to the expiration of the suspension, the Contracting Officer shall take appropriate action to:

1. Rescind the suspension/stop-work order;
2. Extend the period of suspension/ stop-work order; or
3. Terminate the contract for the convenience of the Authority

If a suspension/stop-work order is rescinded, or the period of the order or any extension thereof expires, and if the order or extension does not contain an automatic termination for convenience, the contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and modify the contract in writing.

If the contract is terminated, the Contracting Officer shall allow reasonable costs resulting from the stop-work order.

23.15 Termination for Default

The Authority may terminate a contract, in whole or in part for default, if it is determined that the contractor has failed to meet the terms and conditions of the contract or the anticipated failure of the contractor to perform its contractual obligations.

Conditions that may be grounds for termination for default are:

1. Contractor failure to make delivery of the goods or to perform the services within the time specified in the contract;
2. Contractor failure to perform or unsatisfactory performance of any other term or condition of the contract; or
3. Contractor failure to make progress so as to endanger performance of the contract.

The contracts will be terminated in accordance with the Termination for Default clause in the contract. Contracts terminated for default may be completed by the Authority using its own workforce or by contract. In either case, the terminated contractor shall be liable for any additional costs incurred by the Authority to complete the work. If a performance bond applies, the surety will be responsible for the completion.

23.16 Termination for Convenience

The Authority may terminate a contract, in whole or in part for convenience when it is in the best interest of the Authority. When the price of the undelivered balance of the contract is very small, the contract may be permitted to run to completion.

When termination for convenience is considered appropriate, a notice of termination shall be sent to the contractor specifying:

1. That the contract is being terminated for the convenience of the Authority;
2. The effective date of termination;
3. The extent of termination; and
4. Any special instructions.

Any work not terminated will continue. Contracts will be terminated for convenience in accordance with the Termination for Convenience clause in the contract.

23.17 Consent to Subcontract

The Authority may require consent to subcontract if the Authority determines that an individual consent action is

required to protect the Authority because of the subcontract type, complexity, value, or because the subcontract needs special surveillance (e.g. subcontracts for critical systems, subsystems, components, or services).

The Contracting Officer shall ensure that any requirements for consent to subcontract are included in the contract.

23.18 Authority-Furnished Property

Contractors are ordinarily required to furnish all property necessary to perform Authority contracts. The Authority may furnish property to its contractors when it is its best interest.

When the Authority furnishes property under a contract or the contractor acquires property and the Authority reimburses the contractor (e.g. cost-reimbursement contract) for the property, the Contracting Officer shall include a provision in solicitations and contracts that provides for control and accountability of Authority property.

23.19 Negotiation Meetings

All negotiation meetings should be conducted at Authority facilities. The Contracting Officer, or the Contracting Officer's Representative where applicable, may approve exceptions on a case-by-case basis.

23.20 Delivery and Performance

The Authority shall clearly state delivery or performance requirements in each solicitation and contract. The Contracting Officer shall ensure that delivery or performance requirements are realistic and meet the requirements of the procurement.

The Authority may establish different delivery or performance requirements for separable items of work. When establishing delivery or performance requirements, the Contracting Officer shall take into account factors pertaining to the ability of the contractor to actually begin performance, such as time for receipt of notice by the contractor of the contract award or acceptance by the Authority, or the time for receipt by the contractor of an executed contract.

The Contracting Officer is responsible to ensure that goods, services, or construction procured under each Authority contract conform to the quality, safety and quantity requirements of the contract. The Contracting Officer shall be notified immediately of any delivery or performance issues.

23.21 Acceptance and Rejection of Goods and Services

Each Authority contract shall include appropriate inspection and test and other quality requirements, including warranty and reliability clauses necessary to protect the Authority's interests. Goods and services procured by the Authority shall be inspected to ensure the goods are delivered or the services are performed as specified.

The ordering department is responsible for notifying the Contracting Officer when goods delivered or services performed comply, or fail to comply, with the terms and conditions of the contract.

The Contracting Officer is responsible for acceptance or rejection of goods delivered or services performed. The Contracting Officer shall notify the contractor of the rejection of goods or services and may require the contractor to correct the deficiencies or take other action as authorized by the appropriate contract clause. Any costs incurred by the contractor to correct the deficiencies, including any re-inspection costs shall be borne solely by the contractor. Any shipping costs incurred by the Authority to return rejected goods to the contractor shall be chargeable to the contractor.

23.22 Acceptance and Rejection of Construction (RESERVED)

23.23 Additional Contract Compliance Responsibilities

Authority contracts shall not preclude the Authority from performing inspection, test, or other pertinent quality

assurance measures.

Contract quality assurance shall be conducted before acceptance by or under the direction of Authority personnel. The Authority department responsible for the technical requirements shall provide any quality plan specifications necessary for inspection, testing, and other contract quality requirements.

The necessary requirements for the contractor's control of quality for the goods, services, or construction shall be included in Authority solicitations and contracts.

23.24 Liquidated Damages

Liquidated damages shall be included in all construction contracts exceeding \$100,000. Liquidated damages may also be included in other than construction contracts when the time of delivery or performance is such an important factor in the award of the contract that the Authority may reasonably expect to suffer damages if the project is delayed.

The Contracting Officer shall determine a rate of liquidated damages for each contract that will approximate the amount of the damages that the Authority will incur as a result of the delay.

The Authority contracts may include an overall maximum dollar amount or period of time during which liquidated damages may be assessed, or both, to prevent an unreasonable assessment of liquidated damages. The Contracting Officer may use more than one liquidated damages rate when necessary and appropriate.

The Contracting Officer must take all reasonable steps to mitigate liquidated damages, including cure notices when progress is not maintained, and there is probability for late completion.

23.25 Contract Funding and Fiscal Year

Before executing any contract, the Contracting Officer shall obtain certification that funds are available in the amount and for the purpose of the contract.

The Contracting Officer shall include in a contract that is based on the availability of funds a provision expressly stating that the portion of the contract requiring payment of any amount in excess of available funding is conditioned upon the appropriation or allocation of additional budget authority.

The Contracting Officer shall include in a contract that is based on future fiscal year funding a provision stating that the portion of the contract requiring expenditures in a future fiscal year is conditioned upon the appropriation of budget authority for that fiscal year.

A contractor shall not perform services or deliver goods under a contract conditioned upon the availability of funds until the Contracting Officer has given written notice to the contractor that funds are available.

The Authority shall not accept goods, services, or construction services under a contract conditioned upon the availability of funds until the Contracting Officer has given written notice to the contractor that funds are available.

23.26 Limitation of Cost or Funds

The Contracting Officer, upon learning that the contractor is approaching the estimated cost of the contract or the limit of the funds allotted, shall promptly obtain programming information pertinent to the contract's continuation.

The Contracting Officer shall notify the contractor in writing that:

1. The contract is to be continued and additional funds have been allotted or that the estimated cost has been increased, in a specified amount; or
2. The contract is not to be continued and the contractor should submit a proposal for an adjustment of fee, if any, based on the percentage of work completed in relation to the total work called for under the contract; or

3. The contract is to be terminated.

23.27 Invoicing and Payment

Authority contracts shall include invoicing and payment instructions. The Authority shall promptly pay contractors for goods, services, and construction that are delivered and accepted, meet contract quality requirements, and are properly invoiced. Payment for goods is normally made after delivery and acceptance. Payment for services is normally made based on established milestones or monthly for services rendered. Payment for construction is normally made by progress payments.

23.27.1 Advance Payments

The Authority shall not make advance payments on any contract, except for contracts for the payment of rents, tuition, insurance premiums, and subscriptions to publications

23.27.2 Progress Payments for Construction Contracts (Reserved)

23.27.3 Progress Payments for Other than Construction Contracts

The Contracting Officer shall include a clause in each solicitation that will describe the method of determining payments under the contract.

The clause may include one of the following methods, or other methods that are determined appropriate:

1. Payment based on the contractual value of the deliverable, upon delivery, inspection and acceptance;
2. Payment based on milestone achievements as established in the contract; or
3. Payment based on progress based on an assessment by the Authority as to the status of the contract. Progress payment cycles normally cover one month, but cycles with shorter periods may be specified when appropriate.

23.27.4 Progress Payments to Subcontractors

The Contracting Officer shall include provisions in each contract providing for progress payments requiring the contractor to include in the terms of each subcontract, the substance of the progress payment provisions in the prime contract. The subcontract payment provision should be modified to indicate that the contractor awards the subcontract and administers the progress payments.

23.27.5 Risk of Loss

The Contracting Officer shall include provisions in each contract providing for progress payments that, except for normal spoilage, the contractor shall bear the risk of loss, theft, destruction, or damage to property affected by the provision, unless the Authority has expressly assumed that risk.

23.27.6 Protection of Authority Title

The Contracting Officer shall include provisions in each contract that would give the Authority title to all of the materials, work-in-progress, finished goods, intellectual property, and other items for which payments have been made under the contract.

23.27.7 Setoff and Withholding of Payments

The Authority may setoff or withhold payments due a contractor to settle a contract debt. Prior to using a setoff or withholding payments, the Contracting Officer, or other designated official, shall use all reasonable means available, short of litigation, to collect the debts.

23.27.8 Assignment of Contract Payments by Contractor

A contractor may assign moneys due or to become due under a contract if the contract does not prohibit the assignment.

Any assignment not prohibited by the contract shall be made to a bank, trust company, or other financing

institution, including any Federal lending agency and shall not be further assigned, except for any assignment made to one party as agent or trustee for two or more parties participating in the financing of the contract.

23.27.9 Final Payments

Final payments are made only after completion and acceptance of all goods, services or construction required under the contract, presentation of a properly executed voucher, and presentation of release of all claims against the Authority arising under the contract.

23.28 Contract Closeout

Authority contracts will be closed out when they are both physically and administratively complete and all aspects of contractual performance have been accomplished, terminated, or otherwise disposed of by contract modification. Authority contracts are physically complete only after all articles and services called for under the contract, including such related items as reports, spare parts, and exhibits, have been delivered to and accepted by the Authority, including those articles, have been delivered to and accepted by the Authority, including those articles and services for which no specific compensation may have been stipulated. Authority contracts are administratively complete when all payments have been made and administrative actions accomplished. This includes a determination by the Contracting Officer that the Authority has recovered the cost incurred by the Authority for its review and consideration of, and action taken relating to, any Labor Violations (as defined in Section 23.28.6 of this Procurement Manual) determined by the Authority to have occurred during the course of and in connection with the contract.

The Contracting Officer is responsible for review of the contract file and obtaining all necessary documentation to ensure:

1. All deliverables and/or services (including any reports) required under the contract have been received and accepted;
2. The terms and conditions of the contract have been complied with;
3. The disposition of accountable property under the contract has been accomplished;
4. A final audit, when appropriate, has been performed and all questioned costs have been resolved;
5. The surety for the payment bond, if any, has consented to releasing final payment to the contractor;
6. All costs incurred by the Authority for its review and consideration of, and action taken relating to, any Labor Violations determined by the Authority to have occurred during the course of and in connection with the contract (and any related subcontracts) shall be paid by the contractor. "Labor Violation" is hereby defined as any violation of an applicable labor law including but not limited to any violation of the National Labor Relations Act, prevailing wage laws, wage and hour laws, anti-discrimination laws, and occupational safety and health laws. Such "Labor Violation" shall also include retaliation against an employee for exercising or attempting to exercise any right or interest under law arising from, in connection with, or related to a contract covered herein or intimidation of an employee to prevent the exercise of such right or interest; and
7. All necessary actions required to close the contract are completed and documented.

Small purchase files shall be considered closed when the Contracting Officer receives evidence of receipt of goods or services and final payment.

23.29 Quick Close of Cost Reimbursement Contracts

Cost reimbursement contracts may be closed out in advance of the determination of final indirect cost rates if the contract is physically complete and the amount of unsettled indirect cost to be allocated to the contract is relatively insignificant.

Indirect cost amounts will be considered insignificant when the total unsettled indirect cost to be allocated to any one contract does not exceed \$1,000,000 and the cumulative unsettled indirect costs to be allocated to one

or more contracts in a single fiscal year do not exceed 15 percent of the estimated, total unsettled indirect costs allocable to cost-type contracts for that fiscal year.

The Contracting Officer may waive the 15 percent restriction based upon a risk assessment that considers the contractor's accounting, estimating, and purchasing systems; other concerns of the cognizant contract auditors; and any other pertinent information and agreement can be reached on a reasonable estimate of allocable dollars.

Indirect cost rates used in the quick closeout of a contract shall not be considered a binding precedent when establishing the final indirect cost rates for other contracts.

23.30 Evaluation of Contractors

The Authority shall evaluate all contractors providing goods and services including construction in excess of \$100,000. Contractor evaluation occurs during and after contract performance and shall be used in evaluating contractor past performance during future solicitations.

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CHAPTER 25. Contractor Responsibility

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25.1 Policy

Goods and services including construction services may be procured only from contractors that affirmatively demonstrate their responsibility including, when necessary, for any proposed subcontractors.

25.2 Responsible Prospective Contractors

To be determined responsible, a prospective contractor must:

1. Have or have the ability to obtain adequate financial resources to perform the contract;
2. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
3. Have the integrity and reliability which will assure good faith performance;
4. Have a satisfactory performance record. A prospective contractor shall not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history;

5. Disclose all Labor Violations (as defined in Section 23.28.6 of this Procurement Manual) by contractor or any affiliated person or entity, including contractor's owners, parent entity, predecessors and subsidiaries ("Affiliated Entities"), that have resulted in any adverse administrative determination, arbitral award or decision, or civil judgment on the merits, or, ~~unless precluded by law or contractual nondisclosure provisions, in a settlement or consent decree resolving admitted or alleged violations~~ in the three (3) year period preceding the proposed effective date of the contract, and any pending formal charges of Labor Violations against contractor, any Affiliated Entity, or subcontractor that have not yet been settled or otherwise adjudicated, and address to the satisfaction of the Contracting Officer, with such documentation and records as he/she may request, the details of any such violations and corrective measures, if any, taken;

6. Not have engaged in Labor Violations (as defined in Section 23.28.6 of this Manual) in the three (3) year period preceding the proposed effective date of the contract that the Contracting Officer determines constitute(s) an unsatisfactory record of integrity or business ethics, including any Labor Violations engaged in by any Affiliated person or eEntity, including contractor's owners, predecessors and subsidiaries;

7. Not be the subject of debarment or suspension proceedings commenced by the General Manager pursuant to Chapter 26 of this Procurement Manual; and

8. Include a provision in any subcontract entered into during the course of and in connection with the contract stating the subcontractor shall not engage in any Labor Violations, and shall require that all subcontractors disclose to the contractor all Labor Violations by subcontractor or any affiliated person or entity, including subcontractor's owners, parent entity, predecessors and subsidiaries ("Affiliated Entities"), that have resulted in any adverse administrative determination, arbitral award or decision or civil judgment on the merits, or in a settlement or consent decree resolving violations in the three (3) year period preceding the proposed effective date of the contract, and any pending formal charges of Labor Violations that have not been settled or otherwise adjudicated and addressed to the satisfaction of the contractor, with such documentation and records as it may request, the details of any such violations and corrective measures, if any, taken.

~~8. Include a provision in any subcontract entered into during the course of and in connection with the contract stating that the subcontractor shall not engage in any Labor Violations.~~

25.3 Subcontractor Responsibility

Generally, prospective prime contractors are responsible for determining the responsibility of their prospective subcontractors regarding debarred, ineligible, or suspended firms. Determination of prospective subcontractor responsibility may affect the Authority's determination of the prospective prime contractor's responsibility.

The Authority may determine a prospective subcontractor's responsibility when the work to be performed by the subcontractor constitutes a significant part of the overall contract, or if it involves elements where a high level of risk of performance would be unacceptable.

25.4 Determination of Responsibility

The Contracting Officer will award contracts only to prospective contractors that are determined to be responsible with respect to the contract in accordance with the section entitled Responsible Prospective Contractors.

25.5 Pre-Award Surveys

Pre-award surveys may be required when the information on hand or readily available including from commercial sources is not sufficient to make a determination regarding responsibility.

25.6 List of Excluded Parties

In addition to reviewing the information provided by the General Services Administration ("GSA") and the United States Department of Labor ("DOL"), the General Manager or his designee shall search the DC Courts, and, to the extent available, courts in prospective contractor's principal place of business, the Federal Bid List, the National Labor Relations Board ("NLRB") and the Office of Federal Contract Compliance Programs regarding entities that, within the three (3) year period preceding the proposed effective date of the contract, have been: debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement common rule; adjudicated as having committed Labor Violations as defined in section 23.28.6; having admitted Labor Violations in a formal settlement, conciliation agreement, or consent decree; or otherwise declared ineligible from receiving federal contracts, certain subcontracts, and certain federal assistance and benefits. Such information shall be considered in determining a prospective contractor's responsibility under Section 25.2.

Bids or proposals from, awards or contracts to, or consent to subcontract with prospective contractors ~~so designated by GSA~~ identified by GSA as being debarred or suspended shall not be accepted unless the General Manager determines that there is a compelling reason for such action.

25.7 Certification Regarding Debarment or Ineligibility

The solicitations shall contain provisions requiring contractors and subcontractors at any level to verify that the entity (and its principals and affiliates) with which they propose to contract or subcontract is not debarred or ineligible.

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25.1 Policy

Goods and services including construction services may be procured only from contractors that affirmatively demonstrate their responsibility including, when necessary, for any proposed subcontractors.

25.2 Responsible Prospective Contractors

To be determined responsible, a prospective contractor must:

1. Have or have the ability to obtain adequate financial resources to perform the contract;
2. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
3. Have the integrity and reliability which will assure good faith performance;
4. Have a satisfactory performance record. A prospective contractor shall not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history;
5. Disclose all Labor Violations (as defined in Section 23.28.6 of this Procurement Manual) by contractor or any affiliated person or entity, including contractor's owners, parent entity, predecessors and subsidiaries ("Affiliated Entities"), that have resulted in any adverse administrative determination, arbitral award or decision, or civil judgment on the merits, or in a settlement or consent decree resolving violations in the three (3) year period preceding the proposed effective date of the contract, and any pending formal charges of Labor Violations against contractor, any Affiliated Entity, or subcontractor that have not yet been settled or otherwise adjudicated, and address to the satisfaction of the Contracting Officer, with such documentation and records as he/she may request, the details of any such violations and corrective measures, if any, taken;
6. Not have engaged in Labor Violations (as defined in Section 23.28.6 of this Manual) in the three (3) year period preceding the proposed effective date of the contract that the Contracting Officer determines constitute(s) an unsatisfactory record of integrity or business ethics, including any Labor Violations engaged in by any Affiliated Entity;
7. Not be the subject of debarment or suspension proceedings commenced by the General Manager pursuant to Chapter 26 of this Procurement Manual; and
8. Include a provision in any subcontract entered into during the course of and in connection with the contract stating the subcontractor shall not engage in any Labor Violations, and shall require that all subcontractors disclose to the contractor all Labor Violations by subcontractor or any affiliated person or entity, including subcontractor's owners, parent entity, predecessors and subsidiaries ("Affiliated Entities"), that have resulted in any adverse administrative determination, arbitral award or decision, or civil judgment on the merits, or in a settlement or consent decree resolving violations in the three (3) year period preceding the proposed effective date of the contract, and any pending formal charges of Labor Violations that have not been settled or otherwise adjudicated and addressed to the satisfaction of the contractor, with such documentation and records as it may request, the details of any such violations and corrective measures, if any, taken.

25.3 Subcontractor Responsibility

Generally, prospective prime contractors are responsible for determining the responsibility of their prospective subcontractors regarding debarred, ineligible, or suspended firms. Determination of prospective subcontractor responsibility may affect the Authority's determination of the prospective prime contractor's responsibility.

The Authority may determine a prospective subcontractor's responsibility when the work to be performed by the subcontractor constitutes a significant part of the overall contract, or if it involves elements where a high level of risk of performance would be unacceptable.

25.4 Determination of Responsibility

The Contracting Officer will award contracts only to prospective contractors that are determined to be responsible with respect to the contract in accordance with the section entitled Responsible Prospective Contractors.

25.5 Pre-Award Surveys

Pre-award surveys may be required when the information on hand or readily available including from commercial sources is not sufficient to make a determination regarding responsibility.

25.6 List of Excluded Parties

In addition to reviewing the information provided by the General Services Administration ("GSA") and the United States Department of Labor ("DOL"), the General Manager or his designee shall search the DC Courts, and, to the extent available, courts in prospective contractor's principal place of business, the Federal Bid List, the National Labor Relations Board ("NLRB") and the Office of Federal Contract Compliance Programs regarding entities that, within the three (3) year period preceding the proposed effective date of the contract, have been: debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement common rule; adjudicated as having committed Labor Violations as defined in section 23.28.6; having admitted Labor Violations in a formal settlement, conciliation agreement, or consent decree; or otherwise declared ineligible from receiving federal contracts, certain subcontracts, and certain federal assistance and benefits. Such information shall be considered in determining a prospective contractor's responsibility under Section 25.2.

Bids or proposals from, awards or contracts to, or consent to subcontract with contractors so designated by GSA shall not be accepted unless the General Manager determines that there is a compelling reason for such action.

25.7 Certification Regarding Debarment or Ineligibility

The solicitations shall contain provisions requiring contractors and subcontractors at any level to verify that the entity (and its principals and affiliates) with which they propose to contract or subcontract is not debarred or ineligible.

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CHAPTER 26. Debarment and Suspension

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26.1 Policy

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

26.2 Debarment

26.2.1 Authority to Debar

The General Manager has the authority to debar for cause a person or business entity from consideration for award of contracts. The General Manager may appoint in writing one or more debarment officials (*hereinafter referred to as designees*). The authority to debar may be delegated to the Contracting Officer (*as defined in Section 5399.1 of the Procurement Regulations and further discussed in Section 1.4 of this Procurement Manual*) who shall also follow the procedures set out herein.

26.2.2 Causes for Debarment

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

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

26.2.3 Additional Causes for Debarment

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

1. Willful failure to perform in accordance with the terms of one or more contracts;
2. A failure to perform or unsatisfactory performance of one or more Authority contracts;
3. Willful failure to pay subcontractors for work performed on any Authority contract;
4. Willful failure to implement MBE, WBE, and LSDBE participation goals; *and/or*
5. Labor Violations (as defined in Section 23.28.6 of this Procurement Manual) adjudicated or *admitted in a formal settlement, conciliation agreement, or consent decree during the contract term or* in the three (3) year period preceding the proposed effective date of the contract that the Authority determines constitute an unsatisfactory record of integrity or business ethics.

26.2.4 Effect of Other Debarment

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

26.2.5 Reasonable Notice

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

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

3. The potential effect of the proposed debarment; and

4. That DC Water shall not solicit offers from, award contracts to, renew, extend contracts with, or consent to subcontracts with the contractor pending a debarment decision.

26.2.5.1 Opportunity to be Heard

If the contractor fails to make a submission within fifteen (15) calendar days of receipt of the notice of proposed debarment, the General Manager or his designees(s) shall notify the contractor that it has waived the right to a hearing and a final decision shall be made based upon the facts available.

If a submission is timely received in debarment actions not based upon a conviction or civil judgment and the General Manager or his designee(s) find that the contractor's submission raises a genuine dispute of material fact, the General Manager shall:

1. Provide the contractor with written notice by certified mail, return receipt requested, that (i) informs the contractor that it shall be given an opportunity for a hearing, and (ii) includes the time, place, date, and purpose of the hearing; and

2. Appoint a DC Water employee to act as Hearing Examiner. The General Manager shall have the option, if he determines it is in the Authority's best interest, to select an independent third party to act as Hearing Examiner.

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

The hearing may be conducted informally, with all parties given an opportunity to be heard, be represented by counsel, present evidence, cross-examine witnesses and argue in support of their respective positions. The Hearing Examiner's standard of proof shall be a preponderance of the evidence. Within sixty (60) calendar days of the conclusion of the proceedings, the Hearing Examiner shall issue a proposed decision and order, in writing, to the General Manager or the General Manager's designee(s) and to the contractor. The General Manager or the General Manager's designee(s) shall review the proposed decision and order and may affirm, reverse, or modify the proposed decision and order, or remand the case to the Hearing Examiner for further proceedings. The General Manager shall provide a copy of the final decision and order to the contractor and inform the contractor by certified mail, return receipt requested, of the right to appeal the final decision or order in a court of competent jurisdiction within the District of Columbia.

26.2.6 Effective Date of Debarment

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

26.2.7 Period of Debarment

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

26.2.8 Reduction of Period of Debarment

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

1. Newly discovered material evidence;

2. Reversal of the conviction or civil judgment upon which the debarment was based;

3. Bona fide change in ownership or management;
4. Elimination of other causes for which the debarment was imposed; or
5. Other reasons deemed appropriate by the General Manager or the General Manager's designee(s). ~~or the Contracting Officer.~~

26.3 Suspensions

26.3.1 Authority to Suspend

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

26.3.2 Causes for Suspensions

A contractor may be suspended for: ~~based upon substantial evidence a preponderance of the evidence offer~~

1. Commission of fraud or a criminal offense in connection with (i) obtaining, (ii) attempting to obtain, or (iii) performing a public contract or subcontract;
2. Indictment for any of the causes stated in the section above on Causes for Debarment, including when a cause results from an administrative hearing finding;
3. Being placed on a debarment list by any public body;
4. Commencement of debarment proceedings by the Authority;
5. Labor Violations (as defined in Section 23.28.6 of this Procurement Manual) adjudicated or admitted in a formal settlement, conciliation agreement, or consent decree during the contract term or in the three (3) year period preceding the proposed effective date of the contract that the Authority may determine constitute an unsatisfactory record of integrity or business ethics; or
6. Any other cause of such a serious or compelling nature that it affects the present responsibility of an Authority contractor.

26.3.3 Reasonable Notice

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

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

26.3.3.1 Opportunity to be Heard

If the contractor fails to make a submission within fifteen (15) calendar days of receipt of the notice of proposed suspension, the General Manager or his designee(s) shall timely notify the contractor that it has waived the right to a hearing and a final decision shall be made based upon the facts available.

If a submission is timely received in a suspension action not based upon a conviction or civil judgment and the

General Manager or his designees(s) find that the contractor's submission raises a genuine dispute of material fact, the General Manager shall do the following within fifteen (15) calendar days of receipt of the contractor's submission:

1. Provide the contractor with written notice by certified mail, return receipt requested, that (i) informs the contractor that it shall be given an opportunity for a hearing, and (ii) includes the time, place, date, and purpose of the hearing; and
2. Appoint a DC Water employee to act as Hearing Examiner. The General Manager shall have the option, if he determines it is in the Authority's best interest, to select an independent third party to act as Hearing Examiner.

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

The hearing may be conducted informally, with all parties given an opportunity to be heard, be represented by counsel, present evidence, cross-examine witnesses and argue in support of their respective positions. The Hearing Examiner's standard of proof shall be that of substantial evidence. Within sixty (60) calendar days of the conclusion of the proceedings, the Hearing Examiner shall issue a proposed decision and order in writing to the General Manager or the General Manager's designee(s) and to the contractor. The General Manager or the General Manager's designee(s) shall review the proposed decision and order and may affirm, reverse, or modify the proposed decision and order, or remand the case to the Hearing Examiner. The General Manager shall provide a written copy of the final decision and order to the contractor, and inform it in writing by certified mail return receipt requested of the right to appeal the final decision and order in a court of competent jurisdiction in the District of Columbia.

26.3.4 Effective Date of Suspension

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

Date Issued: June 12, 2009
Date Last Revised: May 3, 2015

CHAPTER 26. Debarment and Suspension

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26.1 Policy

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

26.2 Debarment

26.2.1 Authority to Debar

The General Manager has the authority to debar for cause a person or business entity from consideration for award of contracts. The General Manager may appoint in writing one or more debarment officials (hereinafter referred to as designees). The authority to debar may be delegated to the Contracting Officer (as defined in Section 5399.1 of the Procurement Regulations and further discussed in Section 1.4 of this Procurement Manual) who shall also follow the procedures set out herein.

26.2.2 Causes for Debarment

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

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

26.2.3 Additional Causes for Debarment

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

1. Willful failure to perform in accordance with the terms of one or more contracts;
2. A failure to perform or unsatisfactory performance of one or more Authority contracts;
3. Willful failure to pay subcontractors for work performed on any Authority contract;
4. Willful failure to implement MBE, WBE, and LSDBE participation goals; or
5. Labor Violations (as defined in Section 23.28.6 of this Procurement Manual) adjudicated or admitted in a formal settlement, conciliation agreement, or consent decree during the contract term or in the three (3) year period preceding the proposed effective date of the contract that the Authority determines constitute an unsatisfactory record of integrity or business ethics.

26.2.4 Effect of Other Debarment

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

26.2.5 Reasonable Notice

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

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

3. The potential effect of the proposed debarment; and
4. That DC Water shall not solicit offers from, award contracts to, renew, extend contracts with, or consent to subcontracts with the contractor pending a debarment decision.

26.2.5.1 Opportunity to be Heard

If the contractor fails to make a submission within fifteen (15) calendar days of receipt of the notice of proposed debarment, the General Manager or his designees(s) shall notify the contractor that it has waived the right to a hearing and a final decision shall be made based upon the facts available.

If a submission is timely received in debarment actions not based upon a conviction or civil judgment and the General Manager or his designee(s) find that the contractor's submission raises a genuine dispute of material fact, the General Manager shall:

1. Provide the contractor with written notice by certified mail, return receipt requested, that (i) informs the contractor that it shall be given an opportunity for a hearing, and (ii) includes the time, place, date, and purpose of the hearing; and
2. Appoint a DC Water employee to act as Hearing Examiner. The General Manager shall have the option, if he determines it is in the Authority's best interest, to select an independent third party to act as Hearing Examiner.

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

The hearing may be conducted informally, with all parties given an opportunity to be heard, be represented by counsel, present evidence, cross-examine witnesses and argue in support of their respective positions. The Hearing Examiner's standard of proof shall be a preponderance of the evidence. Within sixty (60) calendar days of the conclusion of the proceedings, the Hearing Examiner shall issue a proposed decision and order, in writing, to the General Manager or the General Manager's designee(s) and to the contractor. The General Manager or the General Manager's designee(s) shall review the proposed decision and order and may affirm, reverse, or modify the proposed decision and order, or remand the case to the Hearing Examiner for further proceedings. The General Manager shall provide a copy of the final decision and order to the contractor and inform the contractor by certified mail, return receipt requested, of the right to appeal the final decision or order in a court of competent jurisdiction within the District of Columbia.

26.2.6 Effective Date of Debarment

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

26.2.7 Period of Debarment

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

26.2.8 Reduction of Period of Debarment

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

1. Newly discovered material evidence;
2. Reversal of the conviction or civil judgment upon which the debarment was based;
3. Bona fide change in ownership or management;

4. Elimination of other causes for which the debarment was imposed; or
5. Other reasons deemed appropriate by the General Manager or the General Manager's designee(s).

26.3 Suspensions

26.3.1 Authority to Suspend

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

26.3.2 Causes for Suspensions

A contractor may be suspended for:

1. Commission of fraud or a criminal offense in connection with (i) obtaining, (ii) attempting to obtain, or (iii) performing a public contract or subcontract;
2. Indictment for any of the causes stated in the section above on Causes for Debarment, including when a cause results from an administrative hearing finding;
3. Being placed on a debarment list by any public body;
4. Commencement of debarment proceedings by the Authority;
5. Labor Violations (as defined in Section 23.28.6 of this Procurement Manual) adjudicated or admitted in a formal settlement, conciliation agreement, or consent decree during the contract term or in the three (3) year period preceding the proposed effective date of the contract that the Authority may determine constitute an unsatisfactory record of integrity or business ethics; or
6. Any other cause of such a serious or compelling nature that it affects the present responsibility of an Authority contractor.

26.3.3 Reasonable Notice

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

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

26.3.3.1 Opportunity to be Heard

If the contractor fails to make a submission within fifteen (15) calendar days of receipt of the notice of proposed suspension, the General Manager or his designee(s) shall timely notify the contractor that it has waived the right to a hearing and a final decision shall be made based upon the facts available.

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

submission:

1. Provide the contractor with written notice by certified mail, return receipt requested, that (i) informs the contractor that it shall be given an opportunity for a hearing, and (ii) includes the time, place, date, and purpose of the hearing; and
2. Appoint a DC Water employee to act as Hearing Examiner. The General Manager shall have the option, if he determines it is in the Authority's best interest, to select an independent third party to act as Hearing Examiner.

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

The hearing may be conducted informally, with all parties given an opportunity to be heard, be represented by counsel, present evidence, cross-examine witnesses and argue in support of their respective positions. The Hearing Examiner's standard of proof shall be that of substantial evidence. Within sixty (60) calendar days of the conclusion of the proceedings, the Hearing Examiner shall issue a proposed decision and order in writing to the General Manager or the General Manager's designee(s) and to the contractor. The General Manager or the General Manager's designee(s) shall review the proposed decision and order and may affirm, reverse, or modify the proposed decision and order, or remand the case to the Hearing Examiner. The General Manager shall provide a written copy of the final decision and order to the contractor, and inform it in writing by certified mail return receipt requested of the right to appeal the final decision and order in a court of competent jurisdiction in the District of Columbia.

26.3.4 Effective Date of Suspension

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



District of Columbia Water and Sewer Authority
Summary of Contracts on Consent Agenda
210th Meeting of the DC Water Board of Directors
Thursday, June 4, 2015

Joint-Use Contract

Resolution No. 15-44 - Execute Contract No. 15-PR-DWT-35, Polydyne, Inc. The purpose of the contract is to provide dry polymer to the Blue Plains Advanced Wastewater Treatment Facility for solids dewatering for the Department of Wastewater Treatment. The contract amount is \$2,000,000. (Recommended by Environmental Quality and Sewerage Services Committee 5/21/15)

Resolution No. 15-45 - Execute Contract No. 140090, M.C. Dean, Inc. The purpose of the contract is to provide SCADA Integration Services to expand the monitoring of the remote facilities by incorporating additional information into the SCADA System. The contract amount is \$2,664,719. (Recommended by Environmental Quality and Sewerage Services Committee 5/21/15)

Resolution No. 15-46 - Execute a Basic Ordering Agreement – Infrastructure XV of Contract No. DCFA 469-WSA, C.C. Johnson & Malhotra, PC. The purpose of the contract is to provide professional engineering design and related services for water and sewer infrastructure and facilities. The contract not-to-exceed amount is \$6,000,000. (Recommended by Environmental Quality and Sewerage Services Committee 5/21/15)

Resolution No. 15-47 - Execute a Basic Ordering Agreement – Infrastructure XVI of Contract No. DCFA 470-WSA, O'Brien & Gere Engineers, Inc. The purpose of the agreement is to provide engineering design and related services for water and sewer infrastructure and facilities. The contract not-to-exceed amount is \$6,000,000. (Recommended by Environmental Quality and Sewerage Services Committee 5/21/15)

Resolution No. 15-48 - Execute Contract No. 140230, Ulliman Schutte Construction, LLC. The purpose of the contract is to have a contractor available to perform emergency and non-emergency repairs on existing process equipment. The contract

not-to-exceed amount is \$21,310,000. (Recommended by Environmental Quality and Sewerage Services Committee 5/21/15)

Resolution No. 15-49 - Execute Contract No. DCFA 456-WSA, CH2M Hill Engineers, PC. The purpose of the supplemental agreement is to provide support services for an enterprise-wide asset management program. The supplemental agreement amount is \$10,200,000. (Recommended by the Environmental Quality and Sewerage Services and Water Quality and Water Services Committee 5/21/15)

Non-Joint Use Contract

Resolution No. 15-50 – Execute Contract No. 140160, SAK Construction. The purpose of the contract is to rehabilitate existing infrastructure and increase the service life of the sewer system. The contract not-to-exceed amount is \$5,250,125. (Recommended by the Environmental Quality and Sewerage Services Committee 5/21/15)

Resolution No. 15-51 - Execute a Two-Year Based and one Option Year of Contract No. 15-PR-DDCS-01, C&E Services, Inc. of Washington. The purpose of the contract is to secure annual services from a qualified vendor to provide maintenance, repair and calibration of instrumentation controls and electrical equipment for Department of Distribution and Conveyance Systems (DDC) as required. The contract not-to-exceed amount is \$4,182,000. (Recommended by Water Quality and Water Services Committee 5/21/15)

Resolution No. 15-52 - Execute a contract modification for Contract No. WAS-12-002-AA-SH, Aclara Technologies. The purpose of the modification is to provide meter transmitter units for the District of Columbia Water and Sewer Authority (DCWater) Customer Care Operations. The contract modification amount is \$1,000,000. (Recommended by Water Quality and Water Services Committee 5/21/15)

Presented and Adopted: June 4, 2015

**SUBJECT: Approval to Execute Contract No. 15-PR-DWT-35,
Polydyne, Inc.**

**#15-44
RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
D.C. WATER AND SEWER AUTHORITY**

The Board of Directors ("Board") of the District of Columbia Water and Sewer Authority ("the Authority") at its meeting on June 4, 2015, upon consideration of a joint use matter, decided by a vote of ___() in favor and ___() opposed to execute Contract No. 15-PR-DWT-35, Polydyne, Inc.

Be it resolved that:

The Board of Directors hereby authorizes the General Manager to execute Contract No. 15-PR-DWT-35, Polydyne, Inc. The purpose of the contract is to provide dry polymer to the Blue Plains Advanced Wastewater Treatment Facility for solids dewatering for the Department of Wastewater Treatment. The contract amount is \$2,000,000.

This Resolution is effective immediately.

Secretary to the Board of Directors

**DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY
BOARD OF DIRECTORS CONTRACTOR FACT SHEET**

ACTION REQUESTED

GOODS AND SERVICES CONTRACT:

**Supply and Delivery of Dry Polymer –Clarifloc C-3699
(Joint Use)**

Approval to execute a contract for polymer for the one (1) year in the amount of \$2,000,000.00.

CONTRACTOR/SUB/VENDOR INFORMATION

PRIME: Polydyne, Inc. One Chemical Plant Road Riceboro, GA 31323	SUBS:	PARTICIPATION:
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DESCRIPTION AND PURPOSE

Base Year Contract Value:	\$2,000,000.00
Contract Base Period:	365 Days
Number of Option Years:	0
Anticipated Contract Start Date:	07/01/2015
Anticipated Contract Completion Date:	06/30/2016
Bids Received:	1

Purpose of the Contract:

To provide dry polymer to the Blue Plains Advanced Wastewater Treatment Facility for solids dewatering for the Department of Wastewater treatment. The polymer is used at the Final Dewatering Facility to condition solids prior to belt filter press for dewatering of thermally hydrolyzed digested solids.

Contract Scope:

To furnish and deliver dry clarifloc polymer – C3699.

The construction contractor and belt filter press manufacturer (Ashbrook) were requested to select and purchase a polymer suitable for the operation and testing on the belt press equipment. After extensive testing the selected polymer was determined to be Clarifloc C-3699. The construction contractor purchased the chemical from Polydyne Inc, which included a testing period for each of the sixteen (16) belt filter presses. It is anticipated that the test period will be completed in September 2015. After which DC Water will take full control of the belt press facility; testing will begin on alternative polymers for potential use beginning July 2016.

Evaluated Bid Companies:

Polydyne, Inc.	\$1.75 per dry lb. (\$2,000,000.00)
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PROCUREMENT INFORMATION

Contract Type:	Fixed Price Requirement Contract	Award Based On:	Sole Source
Commodity:	Goods and Services	Contract Number:	15-PR-DWT-35
Contractor Market:	Sole Source		

BUDGET INFORMATION

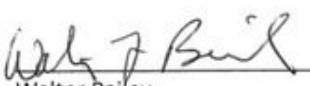
Funding:	Operating	Department:	Wastewater Treatment
Service Area:	Blue Plains AWTF	Department Head:	Aklile Tesfaye

ESTIMATED USER SHARE INFORMATION

User	Share %	Dollar Amount
District of Columbia	41.63%	\$832,600.00
Washington Suburban Sanitary Commission	42.96%	\$859,200.00
Fairfax County	10.57%	\$211,400.00
Loudoun County & Potomac Interceptor	4.25%	\$85,000.00
Others	0.59%	\$11,800.00
TOTAL ESTIMATED DOLLAR AMOUNT	100.00%	\$2,000,000.00

 5/13/15
 Dan Bae Date
 Director of Procurement

 5/14/15
 Gail Alexander-Reeves Date
 Director of Budget

 5/21/15
 Walter Bailey Date
 AGM
 Blue Plains

 5/27/15
 George S. Hawkins Date
 General Manager

Presented and Adopted: June 4, 2015
SUBJECT: Approval to Execute Contract No. 140090
M.C. Dean, Inc.

#15-45
RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
D.C. WATER AND SEWER AUTHORITY

The Board of Directors ("Board") of the District of Columbia Water and Sewer Authority ("the Authority") at its meeting on June 4, 2015, upon consideration of a joint use matter, decided by a vote of ___() in favor and ___() opposed to execute Contract No. 140090, M.C. Dean, Inc.

Be it resolved that:

The Board of Directors hereby authorizes the General Manager to execute Contract No. 140090, M.C. Dean, Inc. The purpose of the contract is to provide SCADA Integration Services to expand the monitoring of the remote facilities by incorporating additional information into the SCADA System. The contract amount is \$2,664,719.

This Resolution is effective immediately.

Secretary to the Board of Directors

**DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY
BOARD OF DIRECTORS CONTRACTOR FACT SHEET**

ACTION REQUESTED

ENGINEERING SERVICES:

**Supervisory Control and Data Acquisition Systems (SCADA) Integrator Services
Joint Use**

Approval to execute an engineering and construction services contract not to exceed \$2,664,719.00.

CONTRACTOR/SUB/VENDOR INFORMATION

PRIME:	SUBS:	PARTICIPATION:
M.C. Dean, Inc. 22980 Indian Creek Drive Dulles, Virginia 20166	Sigma Associates, Inc. Washington, DC MBE	28%
	Symmetra Design, Inc. Washington, DC WBE	4%

DESCRIPTION AND PURPOSE

Contract Value, Not-To-Exceed: \$ 2,664,719.00
 Contract Time: 1,095 Days (3 Years, 0 Months)
 Anticipated Contract Start Date: 07-15-2015
 Anticipated Contract Completion Date: 07-14-2018

Other firms submitting proposals/qualification statements:

- Optimum Controls*
- Emerge Systems*
- Kruse Controls
- Callisto Integration, Inc.

* Asterisk indicates short listed firms.

Purpose of the Contract:

To provide SCADA Integration Services to expand the monitoring of the remote facilities by incorporating additional information into the SCADA System.

Contract Scope:

- Documentation and Signal Verification
- Hardware and Software Modifications
- UPS Upgrades
- Graphic and Database Improvements
- Other Instruments and Controls related work as recommended in the SCADA Master Plan Report.

PROCUREMENT INFORMATION

Contract Type:	Fixed Price	Award Based On:	Best Value
Commodity:	Engineering and Construction	Contract Number:	140090
Contractor Market:	Open Market		

BUDGET INFORMATION

Funding:	Capital	Department:	Engineering and Technical Services
Service Area:	Water, Sanitary and Stormwater	Department Head:	Liliana Maldonado
Project:	LT, MC, GZ		

ESTIMATED USER SHARE INFORMATION

User	Share %	Dollar Amount
District of Columbia	100%	\$2,664,719.00
Federal Funds	0.00%	\$ 0.00
Washington Suburban Sanitary Commission	0.00%	\$ 0.00
Fairfax County	0.00%	\$ 0.00
Loudoun County & Potomac Interceptor	0.00%	\$ 0.00
Total Estimated Dollar Amount	100.00%	\$ 2,664,719.00

Work under this contract will be assigned as needed under specific task orders. Current plan is to assign work as shown above. However, it is anticipated that Joint Use work maybe assigned over the three year contract period. It is anticipated that, as tasks are developed for work associated with specific facilities and costs are developed, the individual Users will be notified and billed according to agreed cost sharing.


 Gail Alexander-Reeves
 Director of Budget
 Date: 5/7/2015


 Dan Bae
 Director of Procurement
 Date: 5/15/15


 Leonard R. Benson
 Chief Engineer
 Date: 5-13-15


 George S. Hawkins
 General Manager
 Date: 5/27/15

Presented and Adopted: June 4, 2015

**SUBJECT: Approval to Execute Basic Ordering Agreement –
Infrastructure XV of Contract No. DCFA 469-WSA
C.C. Johnson & Malhotra, PC**

**#15-46
RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
D.C. WATER AND SEWER AUTHORITY**

The Board of Directors (“Board”) of the District of Columbia Water and Sewer Authority (“the Authority”) at its meeting on June 4, 2015, upon consideration of a joint use matter, decided by a vote of ___() in favor and ___() opposed to execute a Basic Ordering Agreement – Infrastructure XV of Contract No. DCFA 469-WSA, C.C. Johnson & Malhotra, PC.

Be it resolved that:

The Board of Directors hereby authorizes the General Manager to execute a Basic Ordering Agreement – Infrastructure XV of Contract No. DCFA 469-WSA, C.C. Johnson & Malhotra, PC. The purpose of the contract is to provide professional engineering design and related services for water and sewer infrastructure and facilities. The contract not-to-exceed amount is \$6,000,000.

This Resolution is effective immediately.

Secretary to the Board of Directors

**DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY
BOARD OF DIRECTORS CONTRACTOR FACT SHEET**

ACTION REQUESTED

ENGINEERING SERVICES:

**Basic Ordering Agreement –Infrastructure XV
(Joint Use)**

Approval to execute an architectural and engineering services contract for \$6,000,000.00

CONTRACTOR/SUB/VENDOR INFORMATION

PRIME:	SUBS:	PARTICIPATION:
C. C. Johnson & Malhotra, PC 1025 Connecticut Ave., N.W. Suite 1017 Washington, DC 20036	Capital Development Design, Inc Beltsville, MD	MBE 6.0%
	CenKen Group, LLC Beltsville, MD	MBE 5.0%
	Environ-Civil Engineering Ltd. Columbia, MD	MBE 6.0%
	National Reprographics, Inc. Washington, DC	WBE 4.0%
	Peer Consulting P.C. Washington, DC	MBE 6.0%
	Phoenix Engineering, Inc. Cockeysville, MD	MBE 5.0%

DESCRIPTION AND PURPOSE

Contract Value, Not-To-Exceed: \$ 6,000,000.00
 Contract Time: 1,461 Days (4 Years, 0 Months)
 Anticipated Contract Start Date: 07-15-2015
 Anticipated Contract Completion Date: 07-14-2019

Other firms submitting proposals/qualification statements:

- | | |
|-------------------------------------|------------------------------------|
| * Greeley and Hansen, LLC | Delon Hampton & Associates, Chtd. |
| * Louis Berger Water Services, Inc. | EBA/Pennoni Joint Venture |
| * O'Brien & Gere Engineers, Inc. | Hazen and Sawyer, PC |
| * Parsons Brinckerhoff | Johnson, Mirmiran & Thompson, Inc. |
| *Whitman, Requardt & Assoc., LLP | Prime AE Group, Inc. |
| Bohler Engineering | Rummel, Klepper & Kahl, LLP |
| Brown & Caldwell, PC | Setty & Associates, Ltd. |
| Chester Engineers, Inc. | Stantec, Inc. |
| Michael Baker International, LLC | |

* Asterisk indicates short listed firms.

Purpose of the Contract:

The agreement will provide professional engineering design and related services for water and sewer infrastructure and facilities.

Contract Scope:

- Projects will include rehabilitation and replacement of water and sewer pipes, upgrades of water and sewer pumping stations and storage facilities. Services are anticipated to include work in the architectural, civil, structural, mechanical process, HVAC, instrumentation and electrical design disciplines and other related services. Related services include but are not limited to preparation of contract documents, engineering surveys, geotechnical investigations, environmental assessments and permit assistance.

contract documents, engineering surveys, geotechnical investigations, environmental assessments and permit assistance.

- Projects will be in the water distribution and sewer collection systems as well as pumping station and water storage facilities.

PROCUREMENT INFORMATION

Contract Type:	Lump Sum and Cost Plus Fixed Fee	Award Based On:	Highest Ranking Score
Commodity:	Engineering Design Services	Contract Number:	DCFA #469-WSA
Contractor Market:	Open Market		


BUDGET INFORMATION

Funding:	Capital	Department:	Engineering and Technical Services
Service Area:	Water, Sanitary & Stormwater	Department Head:	Liliana Maldonado
Project:	FZ, C9, FT, MQ		

ESTIMATED USER SHARE INFORMATION

User	Share %	Dollar Amount
District of Columbia	100.00%	\$ 6,000,000.00
Federal Funds	0.00%	\$ 0.00
Washington Suburban Sanitary Commission	0.00%	\$ 0.00
Fairfax County	0.00%	\$ 0.00
Loudoun County & Potomac Interceptor	0.00%	\$ 0.00
Total Estimated Dollar Amount	100.00%	\$ 6,000,000.00

Work under this contract will be assigned as needed under specific task orders. Current plan is to assign work as shown above. However, it is anticipated that Joint Use work maybe assigned over the four year contract period. It is anticipated that, as tasks are developed for work associated with specific facilities and costs are developed, the individual Users will be notified and billed according to agreed cost sharing.

 , 5/7/2015
 Gail Alexander-Reeves Date
 Director of Budget

 , 5/15/15
 Dan Bae Date
 Director of Procurement

 , 5/13/15
 Leonard R. Benson Date
 Chief Engineer

 , 5/27/15
 George S. Hawkins Date
 General Manager

Presented and Adopted: June 4, 2015

**SUBJECT: Approval to Execute a Basic Ordering Agreement –
Infrastructure XVI of Contract No. DCFA 470-WSA
O'Brien & Gere Engineers, Inc.**

**#15-47
RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
D.C. WATER AND SEWER AUTHORITY**

The Board of Directors ("Board") of the District of Columbia Water and Sewer Authority ("the Authority") at its meeting on June 4, 2015, upon consideration of a joint use matter, decided by a vote of __() in favor and __() opposed to execute a Basic Ordering Agreement – Infrastructure XVI of Contract No. DCFA 470-WSA, O'Brien & Gere Engineers, Inc.

Be it resolved that:

The Board of Directors hereby authorizes the General Manager to execute a Basic Ordering Agreement – Infrastructure XVI of Contract No. DCFA 470-WSA, O'Brien & Gere Engineers, Inc. The purpose of the agreement is to provide engineering design and related services for water and sewer infrastructure and facilities. The contract not-to-exceed amount is \$6,000,000.

This Resolution is effective immediately.

Secretary to the Board of Directors

**DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY
BOARD OF DIRECTORS CONTRACTOR FACT SHEET**

ACTION REQUESTED

ENGINEERING SERVICES:

**Basic Ordering Agreement –Infrastructure XVI
(Joint Use)**

Approval to execute an architectural and engineering services contract for \$6,000,000.00

CONTRACTOR/SUB/VENDOR INFORMATION

PRIME:	SUBS:	PARTICIPATION:
O'Brien & Gere Engineers, Inc. 4201 Mitchellville Rd. Suite 500 Bowie, MD 20716	Bryant Associates, PC Landover, MD	MBE 10.0%
	TL Brown Assoc., PC / Soil & Land Use Technology, Inc. Glen Burnie, MD	MBE 5.0%
	Milhouse Engineering & Const., Inc. Washington, DC	MBE 5.0%
	Sheladia Associates, Inc. Rockville, MD	MBE 8.0%
	Precision Measurements, Inc. Chantilly, VA	WBE 2.0%
	Phoenix Engineering, Inc. Hunt Valley, MD	WBE 1.0%
	DP Consultants, Inc. Washington, DC	WBE 1.0%

DESCRIPTION AND PURPOSE

Contract Value, Not-To-Exceed: \$ 6,000,000.00
 Contract Time: 1,461 Days (4 Years, 0 Months)
 Anticipated Contract Start Date: 07-15-2015
 Anticipated Contract Completion Date: 07-14-2019

Other firms submitting proposals/qualification statements:

- | | |
|-------------------------------------|------------------------------------|
| * Greeley and Hansen, LLC | Delon Hampton & Associates, Chtd. |
| * Louis Berger Water Services, Inc. | EBA/Pennoni Joint Venture |
| * C.C. Johnson & Malhotra, PC | Hazen and Sawyer, PC |
| * Parsons Brinckerhoff | Johnson, Mirmiran & Thompson, Inc. |
| *Whitman, Requardt & Assoc., LLP | Prime AE Group, Inc. |
| Bohler Engineering | Rummel, Klepper & Kahl, LLP |
| Brown & Caldwell, PC | Setty & Associates, Ltd. |
| Chester Engineers, Inc. | Stantec, Inc. |
| Michael Baker International, LLC | |

* Asterisk indicates short listed firms.

Purpose of the Contract:

The agreement will provide professional engineering design and related services for water and sewer infrastructure and facilities.

Contract Scope:

- Projects will include rehabilitation and replacement of water and sewer pipes, upgrades of water and sewer pumping stations and storage facilities. Services are anticipated to include work in the architectural, civil, structural, mechanical process, HVAC, instrumentation and electrical design disciplines and other related services. Related services include but are not limited to preparation of contract documents, engineering surveys, geotechnical investigations, environmental assessments and permit assistance.
- Projects will be in the water distribution and sewer collection systems as well as pumping station and water storage facilities.

PROCUREMENT INFORMATION

Contract Type:	Lump Sum and Cost Plus Fixed Fee	Award Based On:	Highest Ranking Score
Commodity:	Engineering Design Services	Contract Number:	DCFA #470 - WSA
Contractor Market:	Open Market		

BUDGET INFORMATION

Funding:	Capital	Department:	Engineering and Technical Services
Service Area:	Water, Sanitary & Stormwater	Department Head:	Liliana Maldonado
Project:	DM, FW, FX, IH, IJ, NZ, DE, F1, IB		

ESTIMATED USER SHARE INFORMATION

User	Share %	Dollar Amount
District of Columbia	100.00%	\$ 6,000,000.00
Federal Funds	0.00%	\$ 0.00
Washington Suburban Sanitary Commission	0.00%	\$ 0.00
Fairfax County	0.00%	\$ 0.00
Loudoun County & Potomac Interceptor	0.00%	\$ 0.00
Total Estimated Dollar Amount	100.00%	\$ 6,000,000.00

Work under this contract will be assigned as needed under specific task orders. Current plan is to assign work as shown above. However, it is anticipated that Joint Use work maybe assigned over the four year contract period. It is anticipated that, as tasks are developed for work associated with specific facilities and costs are developed, the individual Users will be notified and billed according to agreed cost sharing.

 5/7/2015
 Gail Alexander-Reeves Date
 Director of Budget

 5/15/15
 Dan Bae Date
 Director of Procurement

 5-13-15
 Leonard R. Benson Date
 Chief Engineer

 5-27-15
 George S. Hawkins Date
 General Manager

Presented and Adopted: June 4, 2015

SUBJECT: Approval to Execute Contract No. 140230, Ulliman Schutte Construction, LLC

**#15-48
RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
D.C. WATER AND SEWER AUTHORITY**

The Board of Directors ("Board") of the District of Columbia Water and Sewer Authority ("the Authority") at its meeting on June 4, 2015, upon consideration of a joint use matter, decided by a vote of ___() in favor and ___() opposed to execute a Contract No. 140230, Ulliman Schutte Construction, LLC.

Be it resolved that:

The Board of Directors hereby authorizes the General Manager to execute a Contract No. 140230, Ulliman Schutte Construction, LLC. The purpose of the contract is to have a contractor available to perform emergency and non-emergency repairs on existing process equipment. The contract not-to-exceed amount is \$21,310,000.

This Resolution is effective immediately.

Secretary to the Board of Directors

**DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY
BOARD OF DIRECTORS CONTRACTOR FACT SHEET**

ACTION REQUESTED

CONSTRUCTION CONTRACT:

**Miscellaneous Facilities Upgrade – Phase 4
(Joint Use)**

Approval to execute a construction contract for \$21,310,000.00

CONTRACTOR/SUB/VENDOR INFORMATION

PRIME:	SUBS:	PARTICIPATION:
Ulliman Schutte Construction, LLC 7615 Standish Place Rockville, MD 20855	Hi-Mark Construction Group Washington, DC Ideal Electric Supply Corp. Washington DC	MBE 32.0% WBE 6.0%

DESCRIPTION AND PURPOSE

Contract Value, Not-To-Exceed:	\$21,310,000.00
Contract Time:	1500 Days (4 Years, 1 Month)
Anticipated Contract Start Date (NTP):	07-01-2015
Anticipated Contract Completion Date:	08-09-2019
Bid Opening Date:	04-15-2015
Bids Received:	4
Other Bids Received	
American Contracting & Environ. Services, Inc	\$ 22,120,000.00
EMH Environmental, Inc.	\$ 22,938,774.98
W.M. Schlosser	\$ 25,688,000.00

Purpose of the Contract:

DC Water has an urgent need to have a contractor available to perform emergency and non-emergency repairs on existing process equipment which is beyond routine, preventive and corrective maintenance some of which will avoid potential violations of its NPDES permit.

Contract Scope:

- Modify Odor Control equipment at the 3rd and Constitution Ave Pumping Station
- Replacement of failing and outdated butterfly valves on return sludge piping at the Nitrification Facility
- Construct new access platforms for piping valves at the Multimedia Filtration Facility
- Specialized Services as per Task Scope
- Time and Material work on emergency and non-emergency Task Work Orders

Federal Grant Status:

- Construction Contract is eligible for Federal grant funding assistance; inclusion in grant is pending availability of grant funds.

PROCUREMENT INFORMATION

Contract Type:	Fixed Price	Award Based On:	Lowest responsive, responsible bidder
Commodity:	Construction	Contract Number:	140230
Contractor Market:	Open Market		

BUDGET INFORMATION

Funding:	Capital	Department:	Engineering and Technical Services
Service Area:	Wastewater, Sanitary	Department Head:	Liliana Maldonado
Project:	BG,BR,BT,IZ,PD,HL,PF,MB		

ESTIMATED USER SHARE INFORMATION

BG, BR, BT, IZ, PD, HL, PF – Blue Plains Allocation


User	Share %	Dollar Amount
District of Columbia	41.22%	\$ 8,611,868.00
Federal Funds	0.00%	\$ 0.00
Washington Suburban Sanitary Commission	45.84%	\$ 9,577,099.00
Fairfax County	8.38%	\$ 1,750,787.00
Loudoun County & Potomac Interceptor	4.56%	\$ 952,696.00
Total Estimated Dollar Amount	100.00%	\$ 20,892,450.00

MB – Small Pump Station Rehab

User	Share %	Dollar Amount
District of Columbia	100.00%	\$ 417,550.00
Federal Funds	0.00%	\$ 0.00
Washington Suburban Sanitary Commission	0.00%	\$ 0.00
Fairfax County	0.00%	\$ 0.00
Loudoun County	0.00%	\$ 0.00
Total Estimated Dollar Amount	100.00%	\$ 417,550.00

Combined

User	Share %	Dollar Amount
District of Columbia	42.37%	\$9,029,418.00
Federal Funds	0.00%	\$0.00
Washington Suburban Sanitary Commission	44.94%	\$9,577,099.00
Fairfax County	8.22%	\$1,750,787.00
Loudoun County	4.47%	\$952,696.00
Total Estimated Dollar Amount	100.00%	\$21,310,000.00


5/13/15
 _____ Date  _____ Date
 Gail Alexander-Reeves Director of Budget Leonard R. Benson Chief Engineer


5/15/15
 _____ Date  _____ Date
 Dan Bae Director of Procurement George S. Hawkins General Manager

Presented and Adopted: June 4, 2015

**SUBJECT: Approval to Execute a Supplemental Agreement for
Contract No. DCFA 456-WSA, CH2M Hill Engineers, PC**

**#15-49
RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
D.C. WATER AND SEWER AUTHORITY**

The Board of Directors ("Board") of the District of Columbia Water and Sewer Authority ("the Authority") at its meeting on June 4, 2015, upon consideration of a joint use matter, decided by a vote of ___() in favor and ___() opposed to execute a Supplemental Agreement for Contract No. DCFA 456-WAS, CH2M Hill Engineers, PC.

Be it resolved that:

The Board of Directors hereby authorizes the General Manager to execute a Contract No. DCFA 456-WSA, CH2M Hill Engineers, PC. The purpose of the supplemental agreement is to provide support services for an enterprise-wide asset management program. The supplemental agreement amount is \$10,200,000.

This Resolution is effective immediately.

Secretary to the Board of Directors

**DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY
BOARD OF DIRECTORS CONTRACTOR FACT SHEET**

ACTION REQUESTED

ENGINEERING SERVICES SUPPLEMENTAL AGREEMENT:

**Asset Management Program
(Joint Use)**

Approval to execute a Supplemental Agreement for architectural and engineering services contract not-to-exceed \$10,200,000.

CONTRACTOR/SUB/VENDOR INFORMATION

PRIME:	SUBS:	PARTICIPATION:
CH2M Engineers, PC 901 New York Ave, NW Suite 4000 East Washington, DC 20001	EMA, Inc. St. Paul, MN	18.0%
	Sheladia Associates, Inc. Rockville, MD	10.3%
	EBA Engineering, Inc. Baltimore, MD	10.0%
	ADC Management Solutions Washington, DC	4.6%
	Peer Consultants, PC Washington, DC	3.1%
	Passaro Engineering Mount Airy, MD	4.0%

DESCRIPTION AND PURPOSE

Original Contract Value, Not to Exceed:	\$ 5,400,000.00
Value of this Supplemental Agreement:	\$10,200,000.00
Cumulative SA Value, including this SA:	\$10,200,000.00
Current Contract Value, Not-To-Exceed, including this SA:	\$15,600,000.00
Original Contract Time	439 Days (1 Year, 3 Months)
Time Extension, this SA:	744 Days
Total SA Time Extension:	744 Days (2 Years, 0.5 Months)
Contract Start Date:	04-04-2014
Contract Completion Date:	06-30-2017

Purpose of the Contract:

To provide support services for an enterprise-wide asset management program

Original Contract Scope:

- Services to be provided include Asset Management Program Development and Guidance, Technology and Data Management, Asset Lifecycle Management, and Investment Plan Delivery. It is anticipated that full program delivery will occur over a 5-year period.

Current Supplemental Agreement Scope:

- The Supplemental Agreement constitutes the second phase of the Asset Management Program plan and provides services to validate/modify current asset management framework, systems, and structure. Support services for ongoing asset management initiatives will be provided, as well as implementation of new asset management initiatives across the enterprise including integration of mobile solutions and GIS requirements.

Future Supplemental Agreement Scope:

- Future Supplemental Agreements(s) are anticipated, subject to satisfactory review of the consultant's performance.

PROCUREMENT INFORMATION

Contract Type:	Cost plus Fixed Fee	Award Based On:	Highest Ranking Score
Commodity:	Engineering Design Services	Contract Number:	DCFA #456-WSA
Contractor Market:	Open Market		

BUDGET INFORMATION

Funding:	Capital	Department:	Engineering and Technical Services
Service Area:	Water, Sewer, and Wastewater Treatment	Department Head:	Liliana Maldonado
Project:	LP, LR, and LQ		

ESTIMATED USER SHARE INFORMATION

For Wastewater Only

User	Share %	Dollar Amount
District of Columbia	41.22%	\$ 2,250,612.00
Washington Suburban Sanitary Commission	45.84%	\$ 2,502,864.00
Fairfax County	8.38%	\$ 457,548.00
Loudoun County & Potomac Interceptor	4.56%	\$ 248,976.00
Total Estimated Dollar Amount	100.00%	\$ 5,460,000.00

For Water and Sewer Only


User	Share %	Dollar Amount
District of Columbia	100.00%	\$ 4,740,000.00
Washington Suburban Sanitary Commission	0.00%	\$ 0.00
Fairfax County	0.00%	\$ 0.00
Loudoun County & Potomac Interceptor	0.00%	\$ 0.00
Total Estimated Dollar Amount	100.00%	\$ 4,740,000.00

Combined*

User	Share %	Dollar Amount
District of Columbia	68.54%	\$6,990,612.00
Washington Suburban Sanitary Commission	24.54%	\$2,502,864.00
Fairfax County	4.49%	\$457,548.00
Loudoun County & Potomac Interceptor	2.44%	\$248,976.00
Total Estimated Dollar Amount	100.00%	\$10,200,000.00

* Under the terms of the IMA, the capital costs associated with each joint use facility are to be split among the users in proportion to the peak flow each user is allocated. It is not possible, at this time, to allocate costs by individual facility. It is anticipated that as projects are developed for work associated with specific facilities and costs are developed, the individual users will be notified and billed accordingly.


 Gail Alexander-Reeves
 Director of Budget
 Date 15/17/15


 Leonard Benson
 Chief Engineer
 Date 15/18/15


 Dan Bae
 Director of Procurement
 Date 15/15/15


 George S. Hawkins
 General Manager
 Date 15/27/15

Presented and Adopted: June 4, 2015
SUBJECT: Approval to Execute Contract No. 140160
SAK Construction

#15-50
RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
D.C. WATER AND SEWER AUTHORITY

The Board of Directors ("Board") of the District of Columbia Water and Sewer Authority ("the Authority") at its meeting on June 4, 2015, upon consideration of a non-joint use matter, decided by a vote of ___() in favor and ___() opposed to execute Contract No. 140160, SAK Construction.

Be it resolved that:

The Board of Directors hereby authorizes the General Manager to execute Contract No. 140160, SAK Construction. The purpose of the contract is to rehabilitate existing infrastructure and increase the service life of the sewer system. The contract not-to-exceed amount is \$5,250,125.

This Resolution is effective immediately.

Secretary to the Board of Directors

**DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY
BOARD OF DIRECTORS CONTRACTOR FACT SHEET**

ACTION REQUESTED

CONSTRUCTION CONTRACT:

**G100: Local Sewer Rehabilitation 1
(Non-Joint Use)**

Approval to execute a construction contract for \$5,250,125.00.

CONTRACTOR/SUB/VENDOR INFORMATION

PRIME:	SUBS:	PARTICIPATION:
SAK Construction 1405 Benson Ct. Suite C Arbutus, MD 21227	Envirenew, Inc Gaithersburg, MD	WBE 5.2%
	P & P Sewer Technology, Inc. Halethorpe, MD	MBE 7.4%
	Daco Construction Corp Hanover, MD	MBE 17.4%
	Luther's Supply Company St. Louis, MO	MBE 10.0%

DESCRIPTION AND PURPOSE

Contract Value, Not-To-Exceed:	\$5,250,125.00
Contract Time:	730 Days (2 Years, 0 Months)
Anticipated Contract Start Date:	09-20-2015
Anticipated Contract Completion Date:	09-20-2017
Bid Opening Date:	03-04-2015
Bids Received:	3
Other Bids Received	
Anchor Construction Corp.	\$ 5,944,072.00
Insituform Technologies, LLC	\$ 6,795,518.00

Purpose of the Contract:

To rehabilitate existing infrastructure and increase the service life of the sewer system.

Contract Scope:

- Install about 15,000 LF of CIPP in various sizes and locations
- Rehabilitation of lateral connections
- Rehabilitation of approximately 140 manholes located throughout the District
- Surface restoration as required for the above work
- Maintenance of traffic for the above work
- Various other work as noted in the contract documents
- Obtain all permits required by the contract

Federal Grant Status:

- Construction Contract is eligible for Federal grant funding assistance; inclusion in grant is pending availability of grant funds.

PROCUREMENT INFORMATION

Contract Type:	Fixed Price	Award Based On:	Lowest responsive, responsible bidder
Commodity:	Construction	Contract Number:	140160
Contractor Market:	Open Market		

BUDGET INFORMATION

Funding:	Capital	Department:	Engineering and Technical Services
Service Area:	Sanitary	Department Head:	Liliana Maldonado
Project:	G1		

ESTIMATED USER SHARE INFORMATION

User	Share %	Dollar Amount
District of Columbia	100.00%	\$5,250,125.00
Federal Funds	00.00%	\$0.00
Washington Suburban Sanitary Commission	00.00%	\$ 0.00
Fairfax County	00.00%	\$ 0.00
Loudoun County & Potomac Interceptor	00.00%	\$ 0.00
Total Estimated Dollar Amount	100.00%	\$5,250,125.00

 5/7/2015
 Gail Alexander-Reeves Date
 Director of Budget

 5/15/15
 Dan Bae Date
 Director of Procurement

 5/13/15
 Leonard R. Benson Date
 Chief Engineer

 5/27/15
 George S. Hawkins Date
 General Manager

Presented and Adopted: June 4, 2015

**SUBJECT: Approval to Execute a Two-Year Base and One Option
Year of Contract No. 15-PR-DDCS-01, C&E Services, Inc. of
Washington**

**#15-51
RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
D.C. WATER AND SEWER AUTHORITY**

The Board of Directors ("Board") of the District of Columbia Water and Sewer Authority ("the Authority") at its meeting on June 4, 2015, upon consideration of a non-joint use matter, decided by a vote of ___() in favor and ___() opposed to execute a Two-Year Base and one Option Year of Contract No. 15-PR-DDCW-01, C&E Services, Inc. of Washington.

Be it resolved that:

The Board of Directors hereby authorizes the General Manager to execute a Two-Year Based and one Option Year of Contract No. 15-PR-DDCS-01, C&E Services, Inc. of Washington. The purpose of the contract is to secure annual services from a qualified vendor to provide maintenance, repair and calibration of instrumentation controls and electrical equipment for Department of Distribution and Conveyance Systems (DDC) as required. The contract not-to-exceed amount is \$4,182,000.

This Resolution is effective immediately.

Secretary to the Board of Directors

**DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY
BOARD OF DIRECTORS CONTRACTOR FACT SHEET**

ACTION REQUESTED

GOODS AND SERVICES CONTRACT

**Annual Maintenance, Repair and Calibration of Instrumentation Controls and Electrical
Equipment
(Non-Joint Use)**

Approval to execute a two (2) year base and one (1) year option contract in the amount not to exceed \$4,182,000.00, for the maintenance, repair, and calibration of instrumentation equipment.

CONTRACTOR/SUB/VENDOR INFORMATION

PRIME:	SUBS:	PARTICIPATION:
C & E Services Inc. of Washington 1224 W Street SE Washington, DC 20020 100 % LSBE	N/A	N/A

DESCRIPTION AND PURPOSE

Base Year Contract Value:	\$2,400,000.00
Contract Base Period:	Two (2) years
Number of Option Years:	One (1) year
Anticipated Contract Start Date:	06-15-2015
Anticipated Contract Completion Date:	05-31-2018
Proposal Closing Date:	01-15-2015
Proposals Received:	2
Proposal Range:	\$4,182,000.00- \$6,625,040.00
Preference Points Received:	10

Purpose of the Contract:

The purpose of this contract is to secure annual services from a qualified vendor to provide maintenance, repair and calibration of instrumentation controls and electrical equipment for Department of Distribution and Conveyance Systems (DDCS) as required. The services are essential to DC Water and are critical for providing ongoing Water and Sewer Operations, with no services disruptions for DC Water customers.

Contract Scope:

The vendor shall provide certified instrumentation technicians and journeyman electricians to calibrate, install, maintain, transport, repair and provide replacement parts for electrical equipment at water and sewer facilities outside of Blue Plains Wastewater Treatment Plant.

Note: This was a Request for Proposal (RFP). The final contract was awarded to the highest scoring, responsive and responsible firm with the lowest priced. The name of the two (2) firms who submitted proposals were C & E Services, Inc. of Washington and M.C. Dean, Inc. C&E Services, Inc of Washington returned the highest rankings from the four (4) member evaluation panel. The price submitted with their proposal was determined to be fair and reasonable.

PROCUREMENT INFORMATION

Contract Type:	Fixed Hourly Price	Award Based On:	Highest rating
Commodity:	Labor Service and Parts	Contract Number:	15-PR-DDCS-01
Contractor Market:	Open Market with Preference Points for LBE/LSBE participation		

BUDGET INFORMATION

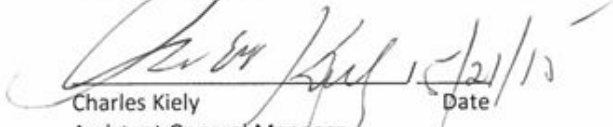
Funding:	Operating	Department:	DDCS
Service Area:	Outside BPWTP	Department Head:	Charles Sweeney

ESTIMATED USER SHARE INFORMATION

User	Share %	Dollar Amount
District of Columbia	100%	\$ 1,200,000.00
Washington Suburban Sanitary Commission	0%	\$ 0.00
Fairfax County	0%	\$ 0.00
Loudoun County	0%	\$ 0.00
Potomac Interceptor	0%	\$ 0.00
TOTAL ESTIMATED DOLLAR AMOUNT	100.00%	\$ 1,200,000.00

 5/11/15
 _____ Date
 Dan Bae
 Director of Procurement

 5/11/15
 _____ Date
 Gail Alexander-Reeves
 Director of Budget

 5/21/15
 _____ Date
 Charles Kiely
 Assistant General Manager
 Customer Care Operations

 5/27/15
 _____ Date
 George S. Hawkins
 General Manager

Presented and Adopted: June 4, 2015

**SUBJECT: Approval to Execute a Contract Modification for Contract
No. WAS-12-002-AA-SH, Aclara Technologies
Aclara Technologies**

**#15-52
RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
D.C. WATER AND SEWER AUTHORITY**

The Board of Directors ("Board") of the District of Columbia Water and Sewer Authority ("the Authority") at its meeting on June 4, 2015, upon consideration of a non-joint use matter, decided by a vote of __() in favor and __() opposed to execute a contract modification for Contract No. WAS-12-002-AA-SH, Aclara Technologies.

Be it resolved that:

The Board of Directors hereby authorizes the General Manager to execute a contract modification for Contract No. WAS-12-002-AA-SH, Aclara Technologies. The purpose of the modification is to provide meter transmitter units for the District of Columbia Water and Sewer Authority (DCWater) Customer Care Operations. The contract modification amount is \$1,000,000.

This Resolution is effective immediately.

Secretary to the Board of Directors

**DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY
BOARD OF DIRECTORS CONTRACTOR FACT SHEET**

ACTION REQUESTED

GOODS AND SERVICES CONTRACT MODIFICATION:

**Meter Transmitter Unit
(Non-Joint Use)**

Approval to execute a modification for meter transmitter units in the amount of \$1,000,000.

CONTRACTOR/SUB/VENDOR INFORMATION

PRIME: Aclara Technologies 9900 A Clayton Road Saint Louis, MO 63124	SUBS: N/A	PARTICIPATION: N/A
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DESCRIPTION AND PURPOSE

Original Contract Value:	\$490,000.00
Original Contract Dates:	12-16-2011—12-15-2012
No. of Option Years in Contract:	4
Option Year (1-3) Values:	\$516,000.00
Option Year (1-3) Dates:	12-16 -2012—12-15-2015
Contract Modification Value:	\$805,000.00
Contract Modification Dates:	08-22-2013—12 -15-2015
This Contract Modification Value:	\$1,000,000.00
This Contract Modification Dates:	06-15-2015—12-15-2015

Purpose of the Contract:

To contract for the provision of meter transmitter units for the District of Columbia Water and Sewer Authority (DC Water) Customer Care Operations.

Spending Previous Year:

Cumulative Contract Value:	12-16 -2011 to 12-15-2015 —\$1,811,000.00
Cumulative Contract Spending:	12-16-2011 to 04-30-2015—\$1,627,520.00

Contractor's Past Performance:

The contractor's past performance has been satisfactory.

PROCUREMENT INFORMATION

Contract Type:	Firm Fixed Price	Award Based On:	Sole Source
Commodity:	Meter Transmitter Unit	Contract Number:	WAS-12-002-AA-SH
Contractor Market:	Not Applicable		

BUDGET INFORMATION

Funding:	Capital (EM1C701)	Department:	Customer Care Operations
Service Area:	District of Columbia	Department Head:	Lauren Preston

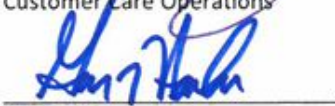
ESTIMATED USER SHARE INFORMATION

User	Share %	Dollar Amount
District of Columbia	100%	\$ 1,000,000.00
TOTAL ESTIMATED DOLLAR AMOUNT		\$ 1,000,000.00

 / 5/15/15
 Dan Bae Date
 Director of Procurement

 / 5/18/15
 Gail Alexander Reeves Date
 Director of Budget

 / 5/15/15
 Charles Kiely Date
 Assistant General Manager
 Customer Care Operations

 / 5/27/15
 George S. Hawkins Date
 General Manager