

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages 1 22	
2. Amendment/Modification Number DCAM-2008-B-0061-001	3. Effective Date May 13, 2008	4. Requisition/Purchase Request No.	5. Solicitation Caption Renovation of Inmate Showers at the D.C. Jail		
6. Issued by: Office of Contracting and Procurement Construction, Design and Building Renovation Group 441 4 th Street, NW Suite 700 South Washington, DC 20001		Code <input type="text" value="BJ"/>	7. Administered by (If other than line 6) Office of Property Management Capital Construction Services Administration 2000 14 th Street N.W. Fifth Floor Washington, D.C. 20009		
8. Name and Address of Contractor (No. street, city, county, state and zip code)		Code <input type="text"/>	Facility <input type="text"/>	9A. Amendment of Solicitation DCAM-2008-B-0061	
				<input checked="" type="checkbox"/>	9B. Dated (See Item 11) April 30, 2008
					10A. Modification of Contractor/Order No.
					10B. Dated (See Item 13)
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>2</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTORS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
A. This change order is issued pursuant to (Specify Authority): The changes set forth in Item 14 are made in the contract/order no. in item 10A.					
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.					
C. This supplemental agreement is entered into pursuant to authority of:					
D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return ___ copies to the issuing office.					
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)					
<p>Invitation for Bid# DCAM-2008-B-0061 is hereby amended as described in the following Section:</p>					
Except as provided herein, all terms and conditions of the document referenced in item (9A or 10A) remain unchanged and in full force and effect.					
15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer			
		Diane Wooden Contracting Officer			
15B. Name of Contractor	15C. Date Signed	16B. District of Columbia	16C. Date Signed		
(Signature)		<i>Diane Wooden</i> (Signature of Contracting Officer)	5/13/08		

Section H Special Contract Requirements

Add:

H.11 SPECIAL SECURITY MEASURES TO BE OBSERVED BY THE CONTRACTOR IN PERFORMING WORK

A. General

The Washington D.C. Central Detention Facility "Institution" is located on property under the jurisdiction of the National Park Service, Department of the Interior. Any violation of established laws will be subject to Prosecution. The contractor and all employees directly or indirectly employed by him shall comply with all orders and instructions issued by the U.S. Park Police, representatives of the Department of the Interior, and representatives of the D.C. Department of Corrections.

- 1) Orders and instructions issued by Park Police and the Department of the Interior representatives will concern public safety, protection of their property against despoilment and destruction, protection from illegal trespass and similar actions.
- 2) They will not issue orders relevant to construction of the building. Because of the nature of the facility and associated institutions, the working environment can be considered hazardous at times. Institutional residents will use any means to escape. Security is the responsibility of all employees, including those engaged in construction or in construction related activities. Therefore, security precautions must never be lax. Construction or other contracted employees are classified on a level similar to temporary support staff personnel and must accept and follow all rules and regulations regarding institutional security. Institutional security takes priority over all institutional activities. All workers and equipment must be accounted for at all times. This provision applies to all personnel (generally defined herein as "contractor") involved in the District of Columbia Correctional Facility Renovation Project, including design personnel, construction, management, consultants and others associated with the Project. Until final acceptance of the project, the contractor shall be fully responsible for the management of the contract work and the protection, use, and safety interests of the public, of all employees of contractor and its subcontractors, of the District of Columbia, and of the United States Government.

The contractor shall save harmless and indemnify the District of Columbia and the United States Government, including its officers, agents, servants and employees from any and all claims, delays, suits, costs, charges, damages, counsel fees, judgments and decrees to which they may be subjected on account of any patent infringement or on account of any injuries to persons or damages to property or, premises in accordance with the terms and conditions for the Performance and Protection and Payment Bond. The Contractor shall submit evidence of such protection as the Contracting Officer may require.

B. Personnel (Construction):

- 1) All personnel permitted into any institution must be a person of good character and must not have been a former inmate of any District of Columbia Correctional Facility. All personnel entering any institution will be subject to a security background and criminal history check prior to starting work. Each person is required to complete the Criminal Background Release Form that is attached to the end of this section and submit it to the Construction Manager's field office. The approval process will take approximately three (3) business days. There will be no exceptions.
- 2) All construction personnel entering inside any institutions must possess valid picture identification in their possession at all times. There are only two types of identification that will be accepted:
 - a) A current State issued driver's license.
 - b) A current State issued personal identification card.
- 3) All construction personnel will be searched when entering and leaving any institution. This will involve a physical "pat down" with all pockets completely emptied and all bags and boxes, etc. will be searched thoroughly. Various types of metal detection devices will be used.
- 4) Weapons of any type (knives, razors, ammunitions, etc.) are not allowed and will be confiscated. If any of these items are within the legal statute, they will be returned to the individual upon leaving the institution. Any items that are within the legal statute and are not acceptable under DOC regulations; will not be returned and the individual in possession will face criminal prosecution.

- 5) Alcoholic beverages and/or drugs of any type are prohibited. All personnel will be required to sign a contraband agreement provided by the institution, under which such personnel will agree not to introduce alcohol, narcotics, or any other similar items into the institutions. Personnel will not be permitted into any institution unless they are in a sober condition, and not under the influence of any drugs or alcohol. The decision on entrance into the facility Tests solely with security personnel assigned to facility.
- 6) Cameras and recording devices are prohibited and will not be allowed inside the institution. Photography inside and outside the institutions is prohibited. Special exceptions to allow photographs may be accommodated and requests must be submitted in writing to the construction manager with at least a 24 hours notice. The Department of Corrections will make the approval.
- 7) Types and colors of clothing worn by construction personnel inside any institution will be regular work clothes. Sweat pants, all orange colors, all blue colors, and camouflage clothing (Army issue or similar) are strictly prohibited. Regular blue jean type pants will be allowed. Orange or blue shirts, coats and jackets are not allowed.
- 8) The working hours for normal construction are Monday through Friday, 6:30 a.m. to 3:30 p.m. All work will cease at 3:00 p.m. to allow ample time to remove and store material and equipment. If under unusual circumstances or the nature of work cannot be performed during normal working hours, then special arrangements may be made. A Request for work outside Normal Work Hours form that is attached to the end of this section must be completed and submitted to the District's field office. The approval process will take a maximum time of five (5) business days. The overtime approval must be approved in writing prior to starting the work. If the overtime request is in the best interest of the District, no additional cost will be imposed. If the overtime request is due to the construction schedule slippage caused by the Contractor, a daily charge of \$500 may be imposed to cover the additional Department of Correction's personnel expense. If the construction work for that day must continue past 3:00 p.m., then the contractor shall notify the District's representative and designated Correction Officer.

- 9) Talking with and giving or receiving anything from inmates is prohibited. Communicating with inmates may be permitted if determined by the corrections officer that such communication necessary in the accomplishment of any work- Physical contact is strictly prohibited.
- 10) One (1) Uniformed Correctional Officer will be assigned by the Department of Corrections to each construction crew. The primary duty of the Correctional Officer is institutional safety and security for everyone and will accompany the construction crew at all times. He or she will assist the contractor's work force with all pertinent information related to institutional rules and regulations. There will be a 30-minute orientation briefing to contractors prior to the initial entering of the institution explaining general topics. The contractor will at all times be escorted by a DOC Corrections officer while performing work within the confines of a Correctional Facility or Institution. Correctional Officer availability, within the facility, is subject to the needs of the Department of Corrections and will be provided when available. **ALL MEMBERS OF EACH CONSTRUCTION CREW MUST FILL OUT THE CRIMINAL BACKGROUND FORMS PROVIDED AT THE END OF THIS SECTION, PRIOR TO ENTRY.**
- 11) In the event of an institutional emergency or any threat that causes an emergency, all contractor personnel will immediately come under the direct control and direction of the security force. Workers must remain in their designated working area, unless otherwise directed otherwise by the correctional officer.
- 12) Project work space and project scheduling will be determined by the Department of Corrections and will be based on immediate availability and the needs of the Correctional Facility
- 13) Correctional Facility utility shut down must be applied for in writing at least forty-eight (48) hours in advance and must be approved in writing by the Department of Corrections and the Project Manger.
- 14) All construction vehicles entering into any institution must have the following:
 - a) Locking gas caps
 - b) Locking tool boxes and utility boxes

c) Locking devices for ladders

d) Any and all items must be secured at all times.

e) If construction vehicles contain the above items, then the vehicles will be checked into the institution. The check-in Process will involve a complete search as follows:

i) All persons must exit the vehicle

ii) All hoods, doors, and boxes of any sort will be opened and searched.

iii) Glove compartments and under seats will be searched.

iv) Any other areas or items of the vehicle will be searched.

The DOC Correctional Officers have the right to inspect and search any vehicle or person entering into any institution, leaving the institution, and at any time once inside the institution. **NO EXCEPTIONS!**

15) Storage containers for materials may be located within the confines of an institution, if in the opinion of the Security Staff, the materials are stored in a container or facility that provides adequate security against forced entry, do not contain materials nor equipment that are objectionable or present an unnecessary security concern, and are adequately controlled by the contractor. The contractor is responsible for providing a general inventory of the types and quantities of material and equipment stored. The container or facility shall be securely latched at all times when a contractor is not using or occupying the container or facility. In no instances may flammable liquids be stored overnight in such containers or facilities. General guidelines for containers are that they be of rugged construction, fabricated of heavy gauge steel, be capable of being securely latched and sound condition, e.g., not weakened by rust, The container shall be removed immediately upon completion of the work for which they were being used.

16) The contractor is responsible for all tools and materials entering on institution grounds. The contractor may be required to provide an accounting of tools used, i.e., inventory at the beginning and end of a workday, see "Daily

Tool Inventory" form provided at the end of this section. Special, care shall be exercised by the contractor in the control and use of consumables such as nails, metals and the like that may, in the opinion of Security Personnel, present a security concern. **ALL MEMBERS OF EACH CONSTRUCTION CREW MUST FILL OUT THE TOOL INVENTORY FORMS PROVIDED AT THE END OF THIS SECTION, PRIOR TO ENTRY, EACH DAY.**

- 17) Staging areas for material and equipment are defined as follows:

The staging areas will depend on the work being performed, materials being used, and will have to be determined as the job progresses by the Contracting officer and/or Correctional Facility Officer.

- 18) The field Superintendent/Foreman must inform their assigned officer of any work above the ground. The officer will notify any and all towers before work above ground starts.
- 19) The emergency procedures for injured workers are to notify the assigned correctional officer and they will radio for medical assistance.
- 20) If emergency conditions caused by fights or riots exist, the assigned correctional officer will immediately escort workers and tools, to the nearest tower.
- 21) Construction personnel must be isolated from inmates at all times. The assigned correctional officer will keep inmates a proper distance away from the construction area and should prevent any physical contact with construction personnel.
- 22) Personnel must not leave their designated working areas without notifying the assigned correctional officer. This includes restroom breaks.
- 23) Any female personnel will be monitored and escorted by the assigned correctional officer. A special escort officer will be provided for restroom breaks and any other reasons for departing from the working area.
- 24) The use of cellular phones and pagers may be permitted upon written approval before entering the institution. Fill out attached 'Cell Phone and Pagers" form and submit it to the Construction Manager's Field Officer. DOC Security Personnel will determine approval.

25) Smoking is prohibited inside DOC buildings.

C. Tools, Equipment and Materials:

- 1) All tools equipment and materials will be subject to the control of the institution.
- 2) Such items as could be used by the wards to threaten the security of the institution must be under continuous observation of the work person and must be secured whenever such work persons leave the area.
- 3) Institutional authorities will determine whether these items may be placed in a secure place in the institution or must be removed from the institution at the close of the workday.

D. Hours of Work:

- 1) Work persons may enter the institution and commence work at 6:30 A.M.
- 2) Normally, work shall cease at 3:00 P.M.
- 3) If under unusual circumstances a job once commenced cannot be concluded at 3:00 P.M., special arrangements shall be made for continuation for a reasonable period thereafter.
- 4) During the 8:00 A.M., and 12:00 noon count, work persons may continue in their work in most areas but may not move about the institution.

E. Keys:

- 1) The Contractors work persons will not be given any keys of the institution.
- 2) Any doors, which must be opened for the Contractors employees, will be done by the officers of the institution.

F. Special Conditions:

- 1) Work being performed in certain areas will of necessity have to be performed under the supervision of the officers of the institution.
- 2) In these areas, the work must be performed under the conditions as will be established for each such area by the officials of the institution.
 - a) All construction work must proceed under the constant surveillance of guards to be made available throughout the construction period by the institution. Three (3) such guards will be provided, subject to availability.

Correctional Officer availability, within the facility, is subject to the needs of the Department of Corrections and can change at a moment's notice.

- b) Since only three (3) special guards can be provided to oversee this construction work, only three (3) construction areas can be worked simultaneously by the Contractor.
- 3) Crews of work persons assigned to a construction area and under the surveillance of a guard will be subject to control in regard to leaving the grounds to get tools or materials or to go to the toilet, etc.
 - a) The Contractors employees shall plan their operations so that tools and materials are on hand and so that the group is able to stay in the area. Absences shall be reduced to the absolute minimum.
 - b) Where such trips away from the group are absolutely necessary, the institution will arrange to have another guard temporarily accompany the Contractors personnel while absent from the construction area.
 - 4) Work persons shall not introduce alcohol, narcotics or any other item into the institution, except items as are necessary in accomplishing the work provided for the contract.
 - 5) Work persons shall not take out of the institution or bring into the institution, items of any kind for the wards.
- G. The Contracting Officer reserves the right to order stoppage of any work in progress when, in his opinion, such operation threatens the security of the institution.
 - H. The Contractor shall confine his storage of materials to secure areas that are locked up during non-work hours or areas that are under the surveillance of the institution authorities.
 - I. The District of Columbia assumes no responsibility for material and/or equipment stored at the jobsite.

J. Security Forms:

1) Security Forms included within this package:

- a) Criminal Background Release Form in the form attached at J.1.6: Must be completed by all contractors' employees and subcontractors wishing to gain access to The District of Columbia Correctional Facility, D.C. Jail.
- b) Request for Outside of Normal Work Hours attached as J.1.7: Must be completed for any work that cannot be performed during normal working hours. To be submitted 72 hours prior to scheduled date. (Furnished upon request)
- c) Daily Tool Inventory attached as J.1.8: Must be completed for correctional officers as a checklist for all tools entering and exiting D.C. Jail.
- d) Cellular Phones and Pagers: Tool Inventory Sheets in form attached as J.1.9 must be completed by all contractors' management personnel wishing to carry cellular phones and pagers in the D.C. Jail.

Section J Attachments

J.1.1 OPM Specifications for Project No. 7NA218A

Delete

Section 01100 Summary

Replace with:

SECTION 01100 SUMMARY (Revised May 8, 2008)

PART 1 - GENERAL

The word "level" shall be read as "floor" wherever it is referred to in specifications.

RELATED DOCUMENTS

- A. Documents referred to in Section C of the bid documents are part hereof, the same as if repeated herein.
- B. See Division 1 Section "Summary of Multiple Contracts" for division of responsibilities for the Work.

1.2 SUMMARY

- A. This Section includes the following:
 - a. Work covered by the Contract Documents.
 - b. Work under other contracts.
 - c. Use of premises.
 - d. Specification formats and conventions.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Project consists of inmate shower renovation at the D.C. Jail Phases I and II
 - 1. Project Location: 19th Street, S.E. Washington, DC
- B. Owner: District of Columbia Government, Office of Property Management
 - 1. Owner's Representative:
- C. Architect: John J. Christie & Associates P.C.
- D. The Work consists of the following:
 - 1. The Work includes the renovation/rehabilitation of several shower rooms.

1.4 WORK UNDER OTHER CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Coordinate the Work of this Contract with work performed under separate contracts. This contract is limited to the Renovation of 36 shower areas located at the following locations:
 - 1. North West modules floor 1 & floor 2 upper and lower levels
 - 2. North East modules floor 2 upper and lower levels
 - 3. South West modules floor 1,2, & 3 upper and lower levels

4. South East modules floor 1,2,&3 upper and lower levels

1.5 USE OF PREMISES

- A. General: Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits.
- B. Use of Site: Limit use of premises to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1.6 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC's "Master Format" numbering system.
 - 1. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01100

Delete:

**J.1.3 General Decision Number: DC080003, Modification 1 dated
04/18/2008**

J.1.5 Living Wage Notice and Fact Sheet

Replace with:

J.1.3 General Decision Number: DC080003, Modification 3 dated 05/9/2008

J.1.5 Revised Living Wage Notice and Fact Sheet

ADD:

J.1.6 Criminal Background Release Form

J.1.7 Request for Work Outside of Normal Work Hours Form

J.1.8 Daily Tool Inventory Form

J.1.9 Cellular Phone and Pager Inventory Form

J.1.10 Sign-In Sheet from D.C. Jail Visit

ATTACHMENTS

“THE LIVING WAGE ACT OF 2006”

Title I, D.C. Law No. 16-118, (D.C. Official Code §§ 2-220.01-.11)

Effective June 9, 2006, recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage.

Effective January 1, 2008, the living wage rate is \$12.10 per hour.

The requirement to pay a living wage applies to:

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

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

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

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

Certain exceptions may apply where contracts or agreements are subject to wage determinations required by federal law which are higher than the wage required by this Act; contracts for electricity, telephone, water, sewer other services delivered by regulated utility; contracts for services needed immediately to prevent or respond to a disaster or eminent threat to the public health or safety declared by the Mayor; contracts awarded to recipients that provide trainees with additional services provided the trainee does not replace employees; tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; Medicaid provider agreements for direct care services to Medicaid recipients, provided that the direct care service is not provided through a home care agency, a community residential facility or a group home for mentally retarded persons; and contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Exemptions are provided for employees under 22 years of age employed during a school vacation period, or enrolled as a full-time student who works less than 25 hours per week, provided that other employees are not replaced, and for employees of nonprofit organizations that employ not more than 50 individuals.

Each recipient and subcontractor of a recipient shall provide this notice to each affiliate employee covered by this notice, and shall also post this notice concerning these requirements in a conspicuous site in the place of business.

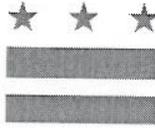
All recipients and subcontractors shall retain payroll records created and maintained in the regular course of business under District of Columbia law for a period of at least 3 years.

This is a summary of the “Living Wage Act of 2006”. For the complete text go to:

www.does.dc.gov or www.ocp.dc.gov

**To file a complaint contact: Department of Employment Services
Office of Wage-Hour**

**64 New York Avenue, N.E., Room 3105, Washington, D.C. 20002
(202) 671-1880**



LIVING WAGE ACT FACT SHEET

The "Living Wage Act of 2006," Title I of D.C. Law 16-18, (D.C. Official Code §§2-220.01-.11) became effective June 9, 2006. It provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing) in the amount of \$100,000 or more shall pay affiliated employees wages no less than the current living wage rate.

Effective January 1, 2008, the living wage rate is \$12.10 per hour.

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

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

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

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

6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act;
7. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District of Columbia;
8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to Section 501 (c) (3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26. U.S.C. §501(c)(3));
9. Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code §44-501); and
10. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Enforcement

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

If you learn that a contractor subject to this law is not paying at least the current living wage you should report it to the Contracting Officer.

If you believe that your employer is subject to this law and is not paying you at least the current living wage, you may file a complaint with the DOES Office of Wage – Hour, located at 64 New York Ave., NE, Room 3105, (202) 671-1880.

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

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

REQUEST FOR WORK OUTSIDE OF NORMAL WORK HOURS

COMPANY NAME: _____

DATE OF REQUESTED WORK: _____

HOURS OF REQUESTED WORK: _____

NAME OF FOREMAN WHO WILL WORK: _____

NAMES OF EMPLOYEES WHO WILL WORK: _____

Describe Nature of Work: _____

Facility Where Work Will Be Performed: _____

Signature of Company Foreman

Date

Approved By

Date

Attachment J.1.7

5-6-08 10:00

ATTENDEE

CONTACT INFORMATION

Name (Please Print): ROBERT BITTNER	Phone: 202-429-6821
Company: B+B HOME INC	Fax: 202-429-6827
LSDBE: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Email: B_B CONTRACTORS@HOTMAIL.COM
Name (Please Print): JEFF SHOOP	Phone: 240 674 6833
Company: WINMAR	Fax:
LSDBE: <input type="checkbox"/> Yes <input type="checkbox"/> No	Email:
Name (Please Print): CHRIS CONDON	Phone: 202-464-8750
Company: WINMAR	Fax:
LSDBE: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Email: CHRIS@WINMAR.NET
Name (Please Print): AMAR SINGH	Phone: 202 671-0602
Company: OPM	Fax:
LSDBE: <input type="checkbox"/> Yes <input type="checkbox"/> No	Email:
Name (Please Print): UMESH KUMAR	Phone: 202-832-7250
Company: SCM	Fax:
LSDBE: <input type="checkbox"/> Yes <input type="checkbox"/> No	Email: UMESH@SPECIALTYCONSTRUCTION.NET

ATTENDEE

CONTACT INFORMATION

Name (Please Print): SATISH BAGAI	Phone: (202) 698-4937
Company: OPM	Fax: (202) 698-4941 Email:
LSDBE: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Name (Please Print):	Phone:
Company:	Fax: Email:
LSDBE: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Name (Please Print):	Phone:
Company:	Fax: Email:
LSDBE: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Name (Please Print):	Phone:
Company:	Fax: Email:
LSDBE: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Name (Please Print):	Phone:
Company:	Fax: Email:
LSDBE: <input type="checkbox"/> Yes <input type="checkbox"/> No	