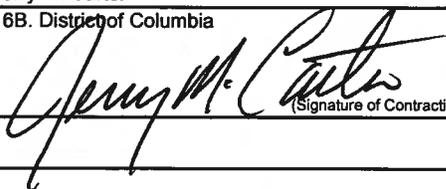
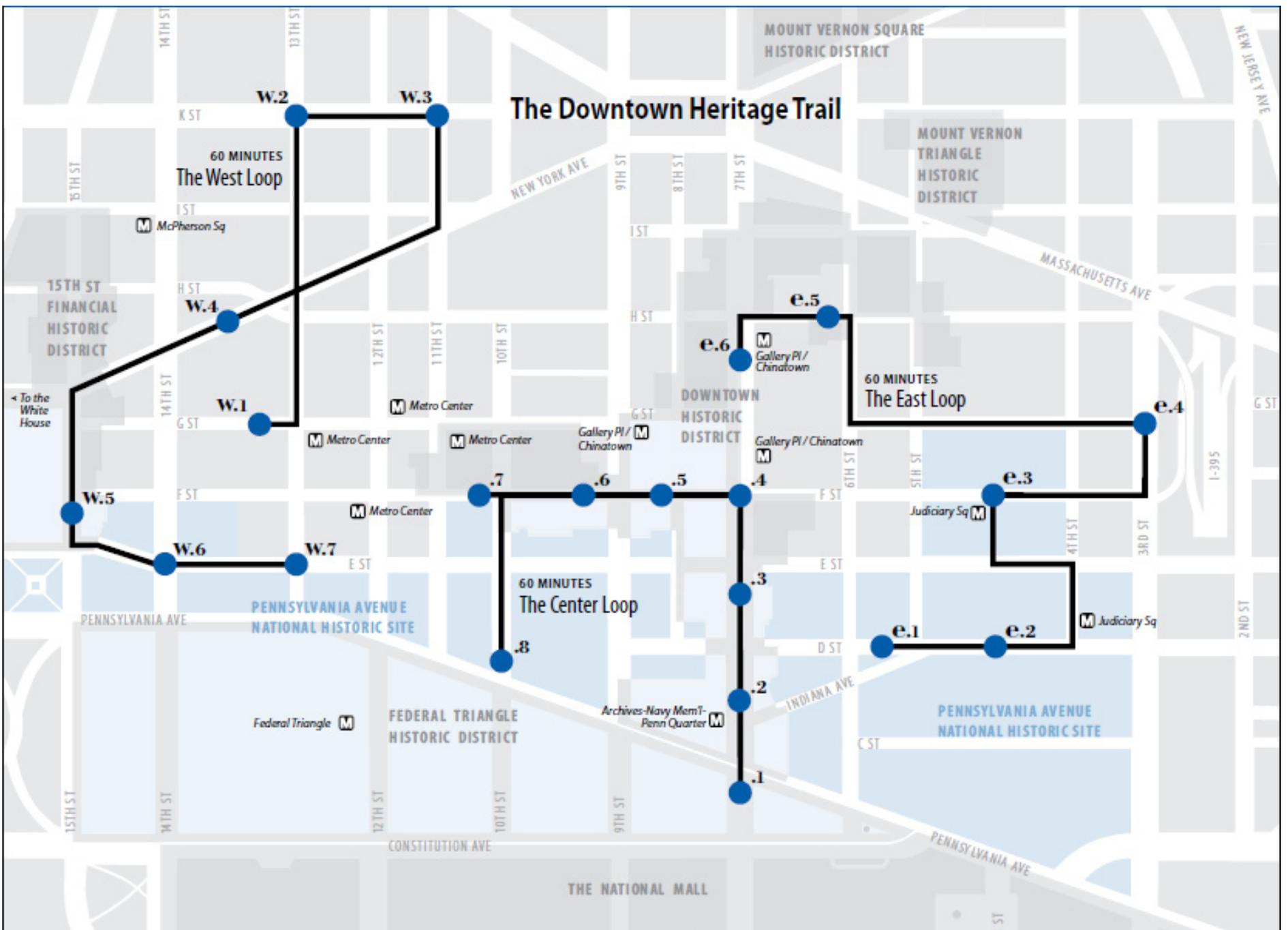
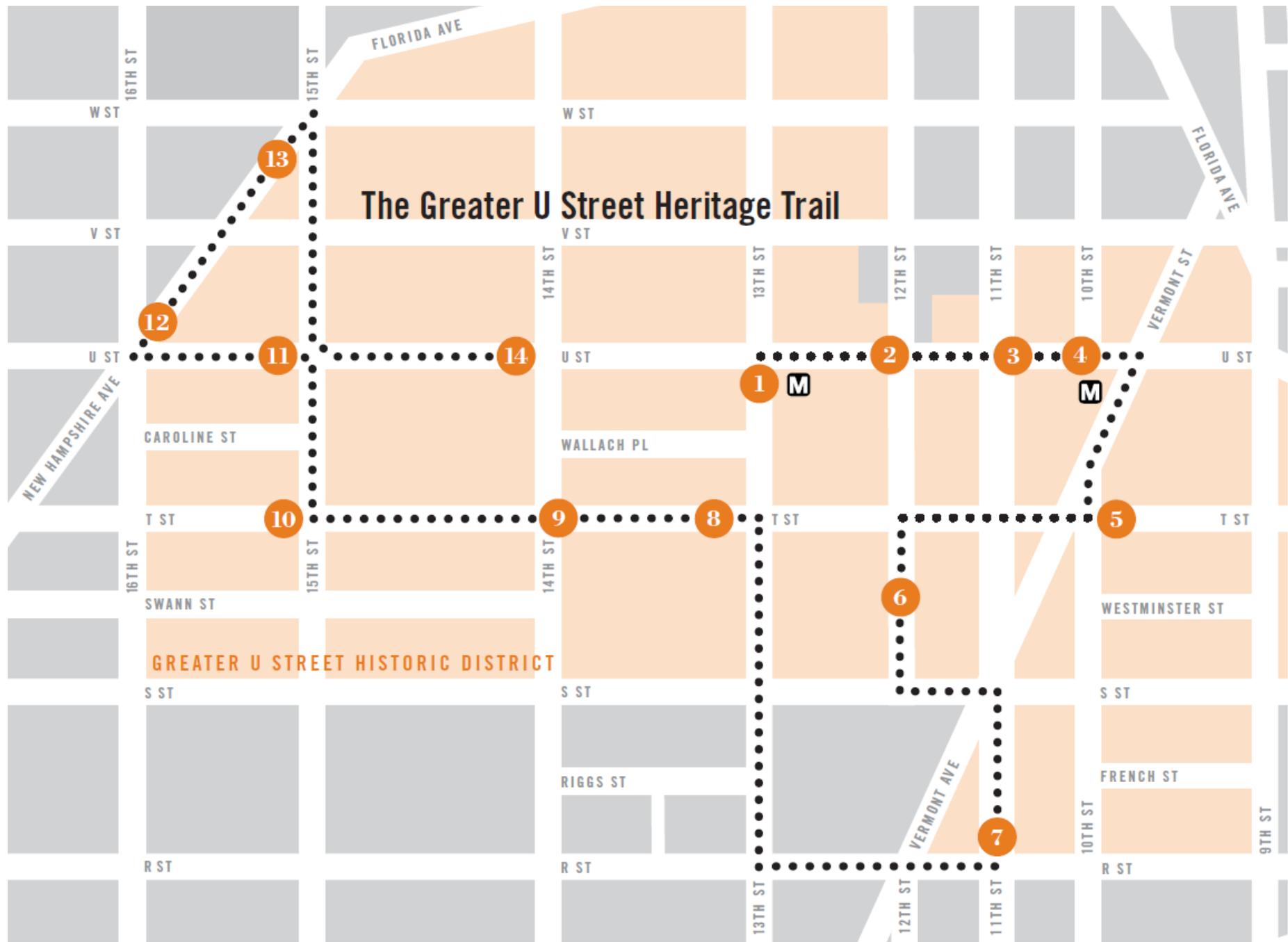


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number DCKA-2011-R-0167	Page of Pages
2. Amendment/Modification Number Amendment 3 (three)	3. Effective Date 10/26/2011	4. Requisition/Purchase Request No.		5. Solicitation Caption DC Heritage Trails
6. Issued By: Office of Contracting and Procurement DDOT 55M Street, SE 7th floor Washington, DC 20003		Code	7. Administered By (If other than line 6)	
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			(X) 9A. Amendment of Solicitation No. DCKA-2011-R-0167	
			9B. Dated (See Item 11) 9/29/2011	
			10A. Modification of Contract/Order No.	
			10B. Dated (See Item 13)	
Code	Facility			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (If Required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14				
A. This change order is issued pursuant to: (Specify Authority)				
The changes set forth in Item 14 are made in the contract/order no. in item 10A.				
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.				
C. This supplemental agreement is entered into pursuant to authority of:				
D. Other (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)				
<p>This amendment three is issues to address the following: 1) Respond to questions from potential offerors. 2) Delete page 8 of the Specifications. 3) in section C.4.1 Delete "Old Anacostia" and replace with "Old Anacostia Trails" and delete "Anacostia River" and replace it with "Anacostia Riverwalk" 4) Delete the word "layout" in section C.6.2 and replace it with "route" 5) Delete Attachment J.1 " General Provisions" and replace it with the attached revised "General Provisions" 6) Delete attachment J.12 "Payment to Sub-contractors & Suppliers Cert" and replace it with the revised attachment J.12 "DBE Utilization form" 7) Add attachment of Trail Guidelines / Graphic Standards and 8) Add attachment of Map Series of all trails.</p> <p>See the attached documents to support this Amendment three.</p> <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</p>				
15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer Jerry M. Carter		
15B. Name of Contractor	15C. Date Signed	16B. District of Columbia	16C. Date Signed	
(Signature of person authorized to sign)			10/25/11	
		(Signature of Contracting Officer)		

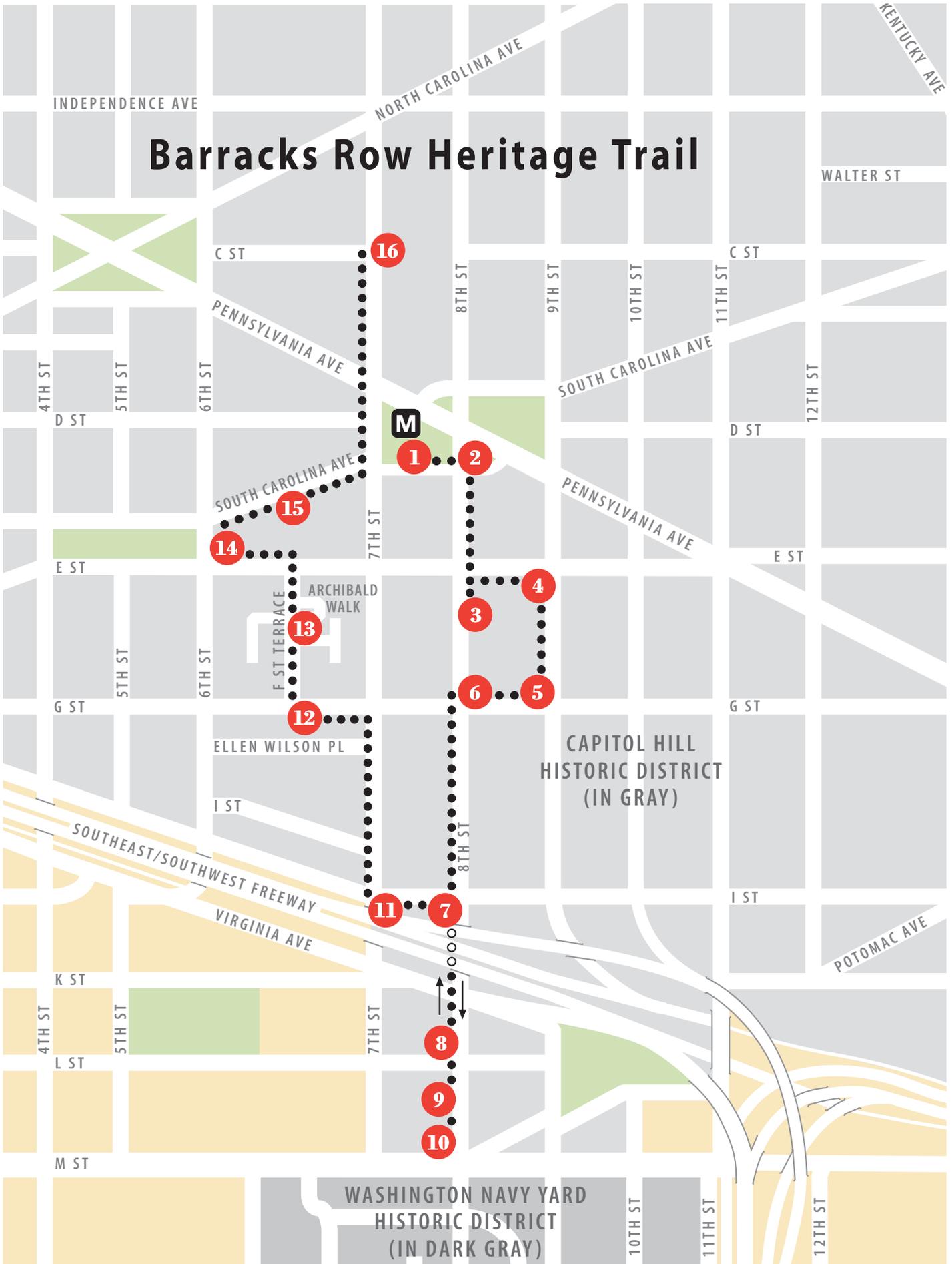
The Downtown Heritage Trail



Completed 2001

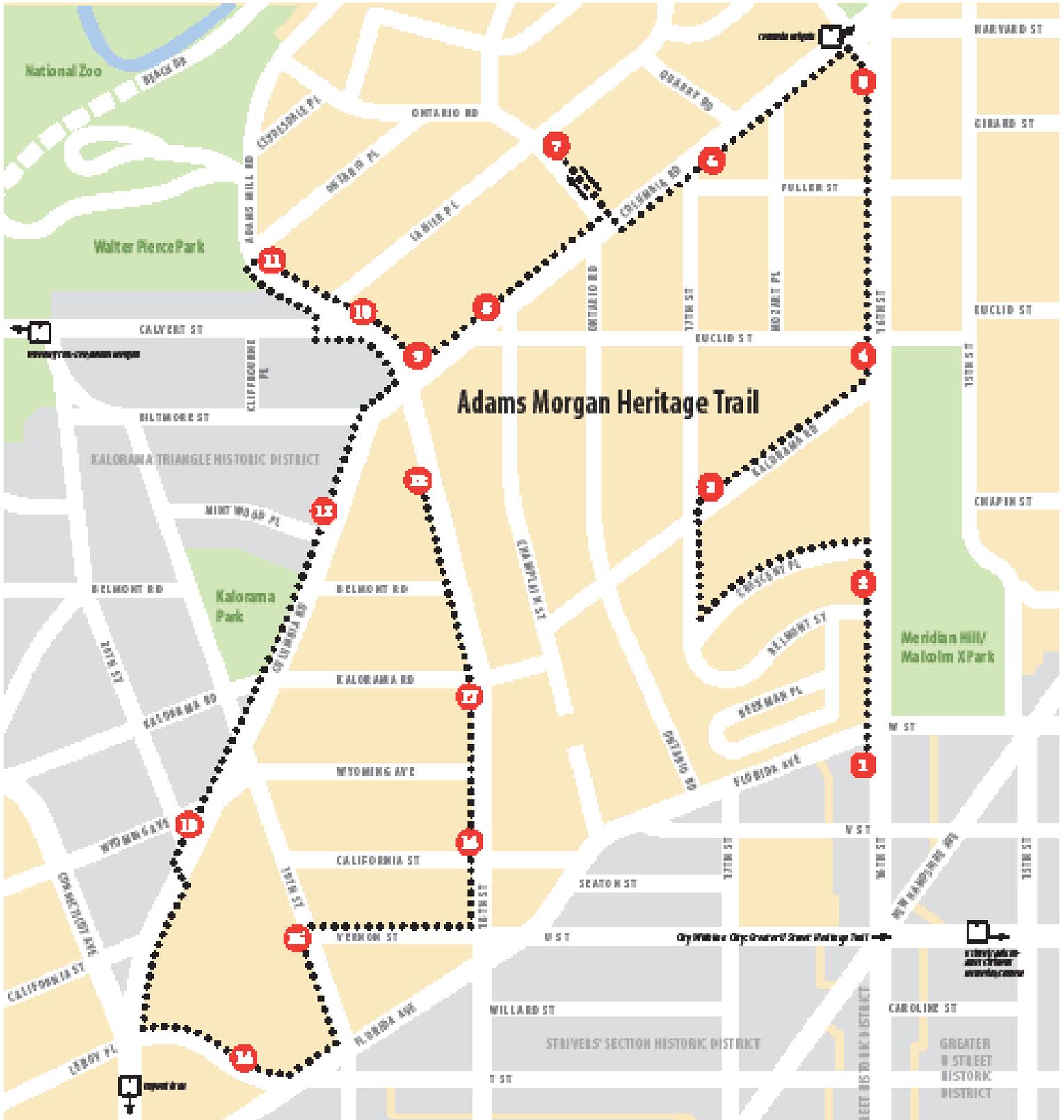


Barracks Row Heritage Trail





Completed 2004



Completed 2005



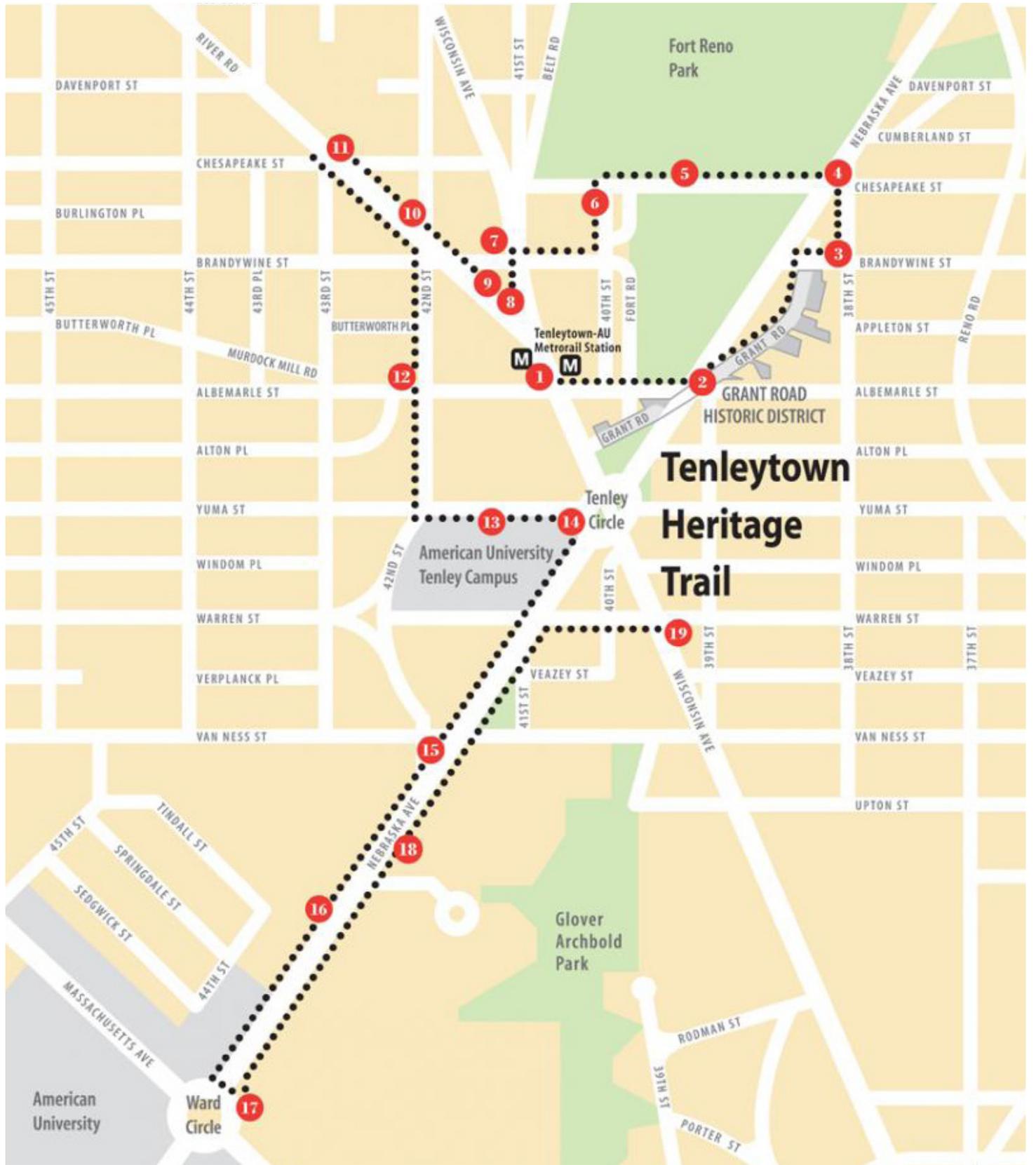


Completed 2006.





Completed 2009.



Completed 2010.

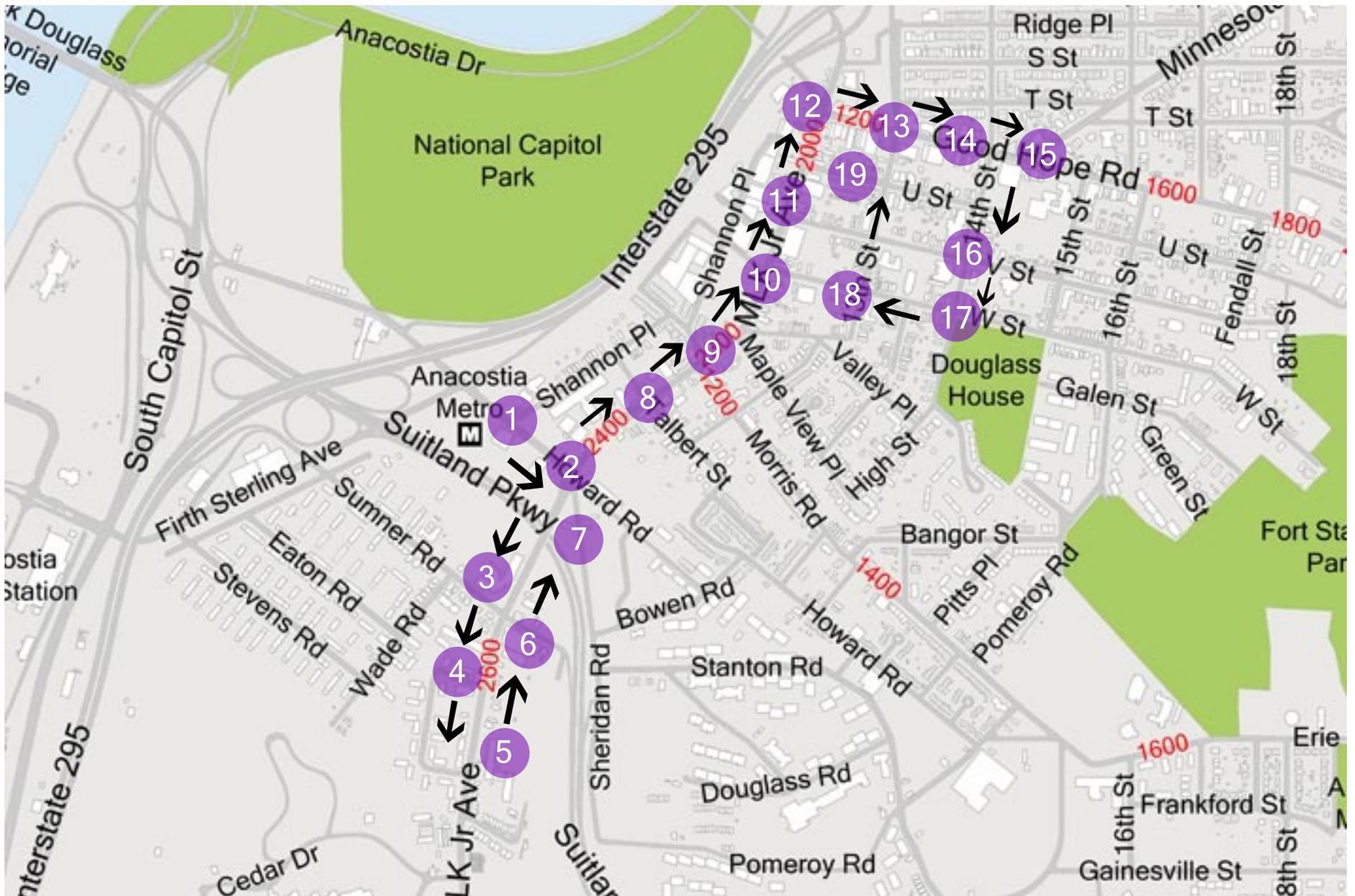


Georgia Ave./ Pleasant Plains Heritage Trail

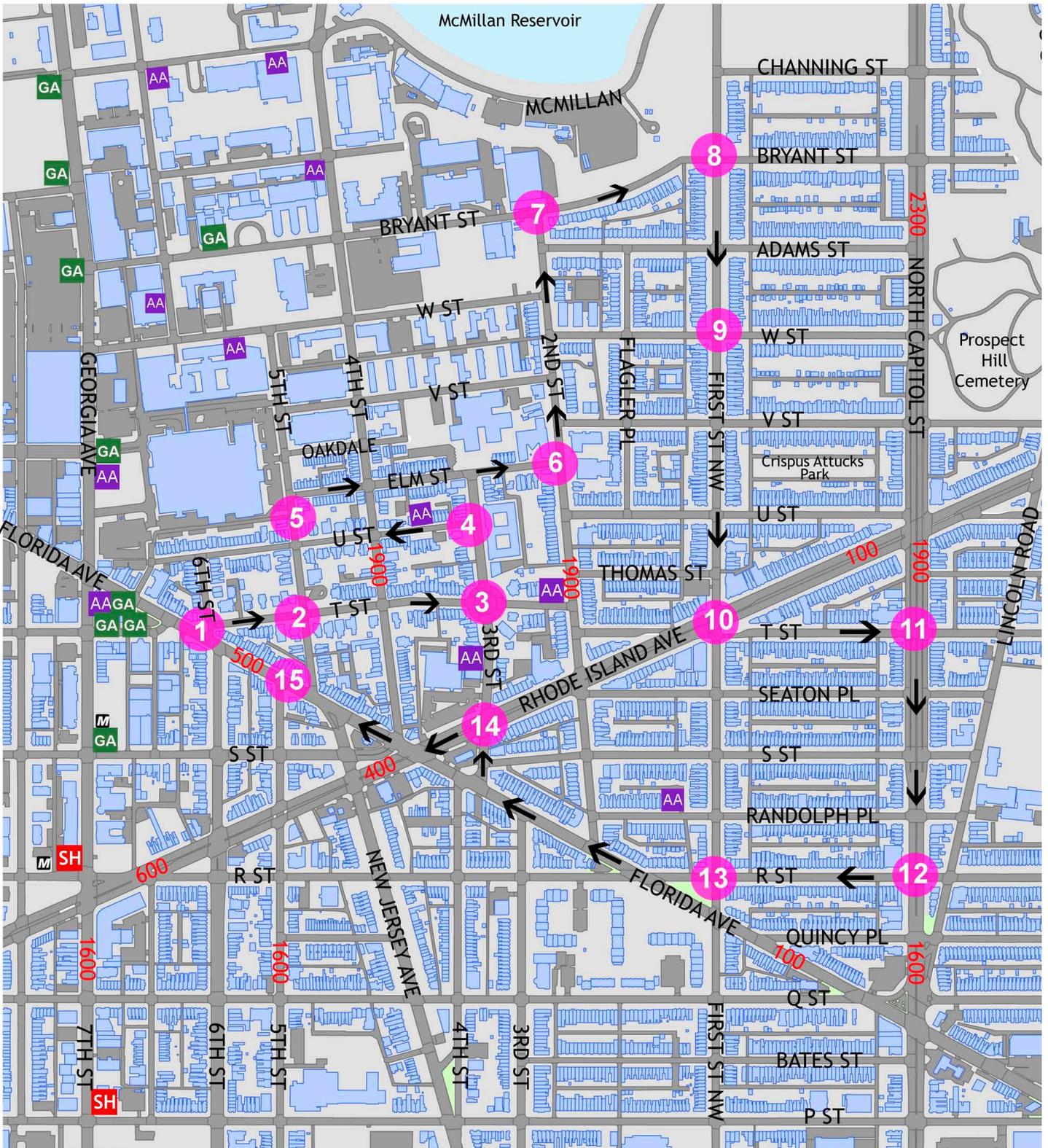
Georgia Ave./Pleasant Plains Heritage Trail to be installed 2011.



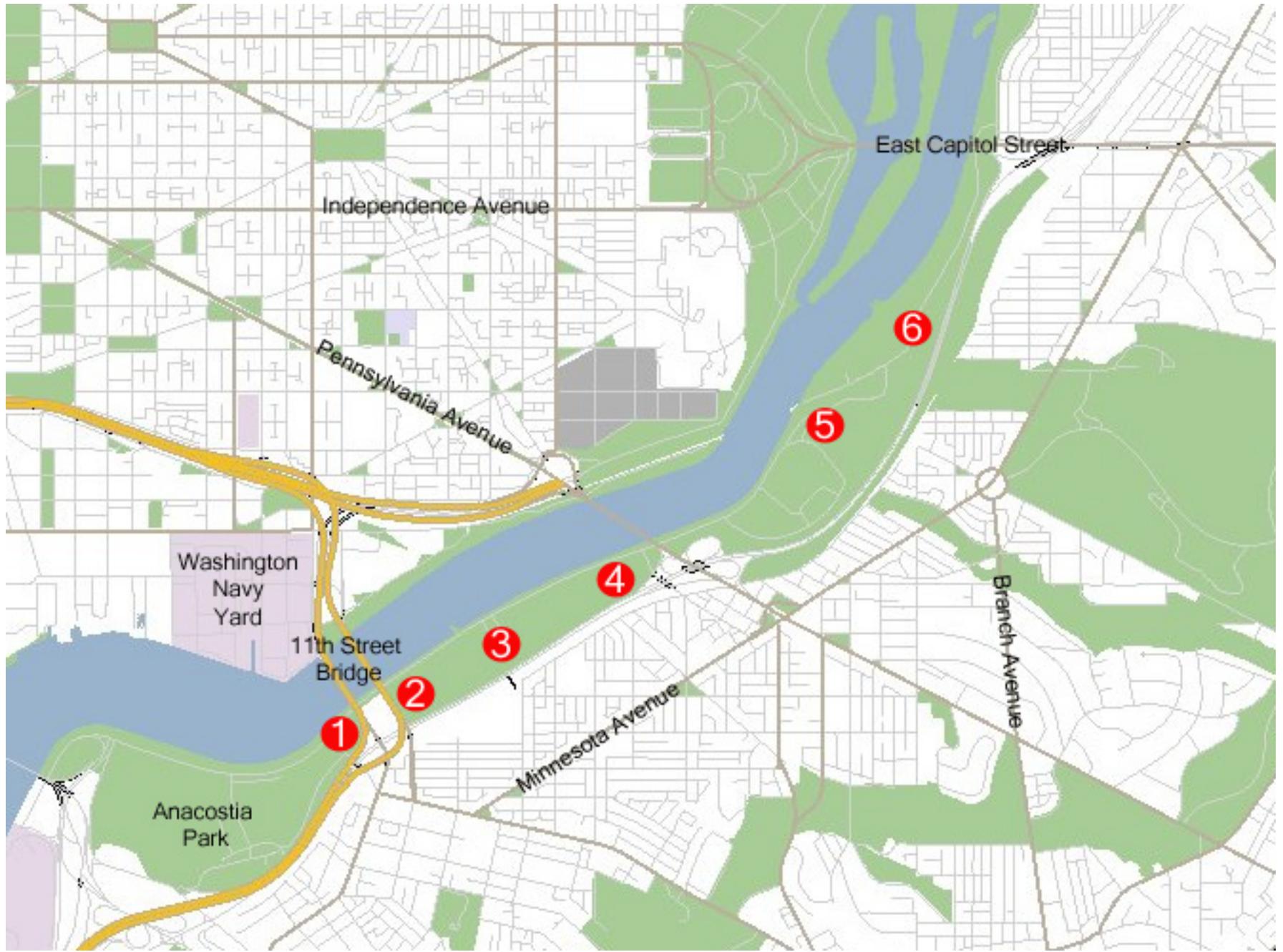
Greater H Street, NE, Heritage Trail to be installed 2011.



Old Anacostia Heritage Trail in process.



LeDroit Park/Bloomington Heritage Trail in process.



Anacostia Riverwalk Heritage Trail in process.

- Q1. For the fee proposal there are sheets attached for Option Years (1), (2), (3), (4), and (4). Should the duplicate Option Year (4) be removed?
- R1. Yes, this will be done as part of this amendment.
- Q2. To project the Option Year fees, should we assume the same scope that is used for the Base Year?
- R2. Yes.
- Q3. Are there any changes that will be made to the attachments, or just the Main Document of the contract?
- R3. The design guidelines and a map of the existing trails, a revised copy of attachment J.1 “ General provisions” and J.13 Participation by Disadvantage Business enterprise and Non- Disadvantage Business Firms, is included as part of this amendment.
- Q4. Could you please provide the design guidelines document?
- R4. The design guidelines are included as part of this amendment.
- Q5. Could you please provide any historical information about the stories for the Old Anacostia and LeDroit Park/Bloomingdale trails?
- R5. This information is expected to be provided by the prospective vendors through CLIN 001 – Historical Research.
- Q6. Do you have a map of the trails?
- R6. A map of the existing trails is provided as part of this amendment.
- Q7. How do the requirements for workers' compensation insurance and employer's liability insurance apply to a very small, sole proprietorship? I am a one-person firm. I carry commercial general liability insurance, automobile liability insurance and disability insurance. Would those suffice?
- R7. The insurance requirements remain unchanged.
- Q8. Will you please clarify how you want us to base our bid for option years?
- R8. Option years pricing should be based on the base year prices plus a reasonable economic price adjustment.
- Q9. What is the amount appropriated for the project?
- R9. We are unable to publically disclose that information.
- Q10. Could you please verify your expectations for draft/review/final draft for the design, i.e., number of drafts?
- R10. We anticipate a quality product can be produced after a first draft is provided to DDOT for comments and edits. DDOT will respond after which a final copy shall be provided to DDOT.

Q11. Are there existing styles/templates for signs? If so, please provide examples of specifications. Should we continue in that style?

R11. Yes, the design guidelines have been included as part of this amendment. The style shall be continued.

Q12. What is the anticipated budget?

R12. We are unable to publically disclose that information.

Q13. What is the source of the funds?

R13. The Heritage Trails program is funded through the USDOT Federal Highway Administration.

Q14. What is the review process with the agencies and neighborhoods?

R14. The selected firm will work closely with the existing Community Working Group for each trail before a draft is submitted to DDOT.

Q15. Who are the partnering agencies to be included, e.g., National Trust for Historic Preservation, State Historic Preservation Office, and National Capital Planning Commission?

R15. We are not requiring partnering agencies, other than the community working groups. Proposals can include representatives from these organizations in their planning efforts.

Q16. What is the role of neighborhood groups, specifically the Advisory Neighborhood Commissions?

R16. There should be outreach and coordination with the ANC. Neighborhood groups will have an opportunity to provide input into the designs. The selected firm will work closely with the existing Community Working Group for each trail before a draft is submitted to DDOT.

Q17. Are any of the trails part of or adjacent to the Washington Mall? What has been the relationship between DC DOT and NPS related to trails?

R17. None of the trails in the RFP are part of or adjacent to National Mall property. The Anacostia Riverwalk trail is on Parkland and the National Park Service is part of the working group and will continue to be involved as part of the process.

Q18. Please clarify the DBE 35% requirement in light of the unique nature of the project and the lack of DBE vendors working in this field.

R18. The DBE Goal can be met utilizing the "Editing and Trail Layout" and "Sign Design" Bid Items. It was a concern that there were fewer DBE's that could provide assistance on the "Historical Research", which we concur, but the other items have many DBE possibilities. Therefore, we will not re-evaluate the DBE Goal assessed. Should anyone require additional assistance in

identifying possible DBE firms, please direct them to Mr. Mike Licht, DBE Supportive Service Consultant at (202) 645-8626.

- Q19. Please explain the purpose of the option years if the work is to be completed in one year.
- R19. Having a contract in place that gives the agency the flexibility it needs in the event that future funds are identified.
- Q20. In Item C.6.2, please correct “layout” to be “map” or “route” to distinguish this item from the graphic design layout of C.6.3.
- R20. This will be a change made as part of this amendment
- Q21. Has previous work on the DC Heritage Trails project been funded by DDOT? If so, has the incumbent consultant completed all work to date including existing trails that are in place? If not, would you please outline briefly who has been responsible for what and provide the consultants have been used for each phase of the project?
- R21. The Heritage Trails program is funded through federal funding. Yes, the incumbent consultant has completed all work performed under the previous contract. Some portion of some Trails have been funded through private funding, DDOT does not have the rights to disseminate that information.
- Q22. The representative of the incumbent consultant was observed spending additional time with Ms. Hawkinson after the pre-proposal meeting. If any aspect of the DC Heritage Trails project was discussed, would you please outline what was covered?
- R22. No aspects of the DC Heritage Trails RFP were discussed. The Project Manager and the incumbent consultant were discussing the existing work (FY 2011).

Q23. It is my understanding that a non-profit organization does not qualify as a business enterprise and therefore cannot qualify as a DBE. In the event that a non-profit is selected how will the 35% goal for the project be achieved? Can the construction fabricator/installer be used to achieve the 35% goal?

R23. The non-profit organization can contact our DBE office and they will assist them with satisfying the 35% goal. See response 19. There are no construction fabrication/installation requirements in this contract.

Q24. The final product of previously completed DC Heritage Trails is featured and promoted on the incumbent consultant's website. Is this a service that DDOT pays for?

R24. DDOT does not pay for this web service.

Q25. If the incumbent consultant is not selected will the same website still be used to promote the new information created for the DC Heritage Trails program?

R25. No.

Q26. Under Part 2 of the General Provisions document provided by DDOT, patent and copyrights resulting from the work performed are sole property of the Consultant. If a consultant other than the incumbent is selected, what if the new consultant does not grant these rights to Cultural Tourism DC for use on the program website?

R26. The general provision in attachment J.1 states that for proprietary information only. None of the work resulting from the previous contract or this solicitation is proprietary, therefore is the property of DDOT.

Q27. Cultural Tourism DC already has certain rights to the information featured in the brochures and exhibit panels associated with the DC Heritage Trails program including the program name, "Cultural Tourism DC's Neighborhood Heritage Trails" as shown on the organization's website. It appears that Cultural Tourism DC currently serves as the agent for DDOT in the creation and implementation of this program including the maintenance, conveyance, dissemination and promotion of information for this program. How can Cultural Tourism DC serve both as agent and consultant without an organizational conflict of interest and unfair competitive advantage? With these substantial constraints in place what incentive and motivation does DDOT have to hire another party?

R27. We believe that there is no organizational conflict of interest regarding Cultural tourism DC's past involvement on the project and we are satisfied that they do not enjoy any unfair bidding advantage. We have taken steps to provide all bidders information with which to develop their proposals.

Q28. I was wondering if, for example, you have an 1) interpretive plan –

R28. The Trails are self guided walking tours

Q29. Have themes been developed, locations for key messages and storylines –

R29. As was discussed at the pre proposal meeting, the trails are completed in phases. Each of the three Trails outlined in this RFP are in various states of completion. The trails have already gone through the pre-application and application process with community groups. This means that a preliminary outline of the trail route and a short written proposal for subject matter for each proposed sign has been done for the Trails. A more complete and robust theme, message and detailed locations will be expected as part of the RFP's Contract Line Items Numbers (CLINs).

Q30. Style guide for layout and graphic design –

R30. The design guidelines are incorporated by this amendment.

Q31. A master plan explaining the original intent of the trail system –

R31. The original intent of the trail system was to provide a history of DC's local neighborhoods outside of the boundaries of the National Mall and the usual tourist sites for use by people of all ages and backgrounds.

Q32. Will the DBE goal for this project be lowered?

R32. No.

Graphic Standards *for* the DC Neighborhood Heritage Trails Sign System

Basics

- 1.1 Introduction
- 1.2 Panel Dimensions
- 1.3 Identity Element
- 1.4 Typefaces
- 1.5 Color

Grid

- 2.1 Front Sign
- 2.2 Back Sign

Typography

- 3.1 Front Sign
- 3.2 Back Sign

Imagery

- 4.1 Front Sign
- 4.2 Sample Layouts: Front
- 4.3 Back Sign
- 4.4 Sample Layouts: Front

Trail Map

- 5.1 Map

1.1 Introduction

The DC Neighborhood Heritage Trails Sign System is intended as a self-guided walking tour for pedestrians. The tour will introduce users to the city's historic neighborhoods and offer brief interpretations of their history in an educational and engaging manner. The large-scale signage detailed in this manual shares the same hardware and proportions as the city's official wayfinding system, with a distinctive **H** finial to designate it as a Heritage Trail.

The sign hardware and graphic design templates described in this manual have been created with funds from the DC Department of Housing and Community Development as the official sign system for the DC Neighborhood Heritage Trails program. This program is administered by the DC Heritage Tourism Coalition for the Transportation Division of the DC Department of Public Works.

By following the guidelines in this manual, signs can be created that relate in their graphic style to those already in place in other city neighborhoods. Thus the guidelines are consistent, yet flexible. Options for smaller scale signage to accommodate space or budgetary constraints will be available in the future.

This manual outlines the graphic standards for creating panels to fit the large-scale sign type: H1. Grids, formats, artwork and templates are provided digitally on CD. Any text or image content shown in this document is for example only, unless otherwise noted.

The DC Heritage Tourism Coalition and the Advisory Committee of the DC Neighborhood Heritage Trails program retain the right of review of all proposed signage.



Front
The front of the sign includes the interpretive text and accompanying imagery.

Back
The back of the sign will feature one black and white photograph, a map of the trail, an introductory text of the tour and sponsor logos.

1.3 Identity Element

In addition to the **H** finial on the sign hardware, the Identity Element acts to both link together individual signs along a neighborhood trail, and create visual consistency within the city-wide trail system.

The Identity Element is positioned on the top edge of both the front and back of each Heritage Trail sign. Do not alter or move this element.

Each neighborhood will customize its trail signs by selecting the components of the Identity Element: an Icon Identifier, Trail Theme, Signature and Highlight Colors. These choices will give each trail a unique identity within the system. The DC Heritage Tourism Coalition will review and approve these decisions.

Note: See section 1.5 on choosing colors.

● **Trail Theme**

The thematic title of the trail should not exceed 20 characters. The baseline of the type rests 2" from the top edge (space above accommodates sign hardware overlap).

font: 90pt Founders Caslon Twelve, flush left, upper and lower case
color: 20% or 30% tint of Signature Color, choose a tint which will allow for easy legibility from a distance

● **Trail Location**

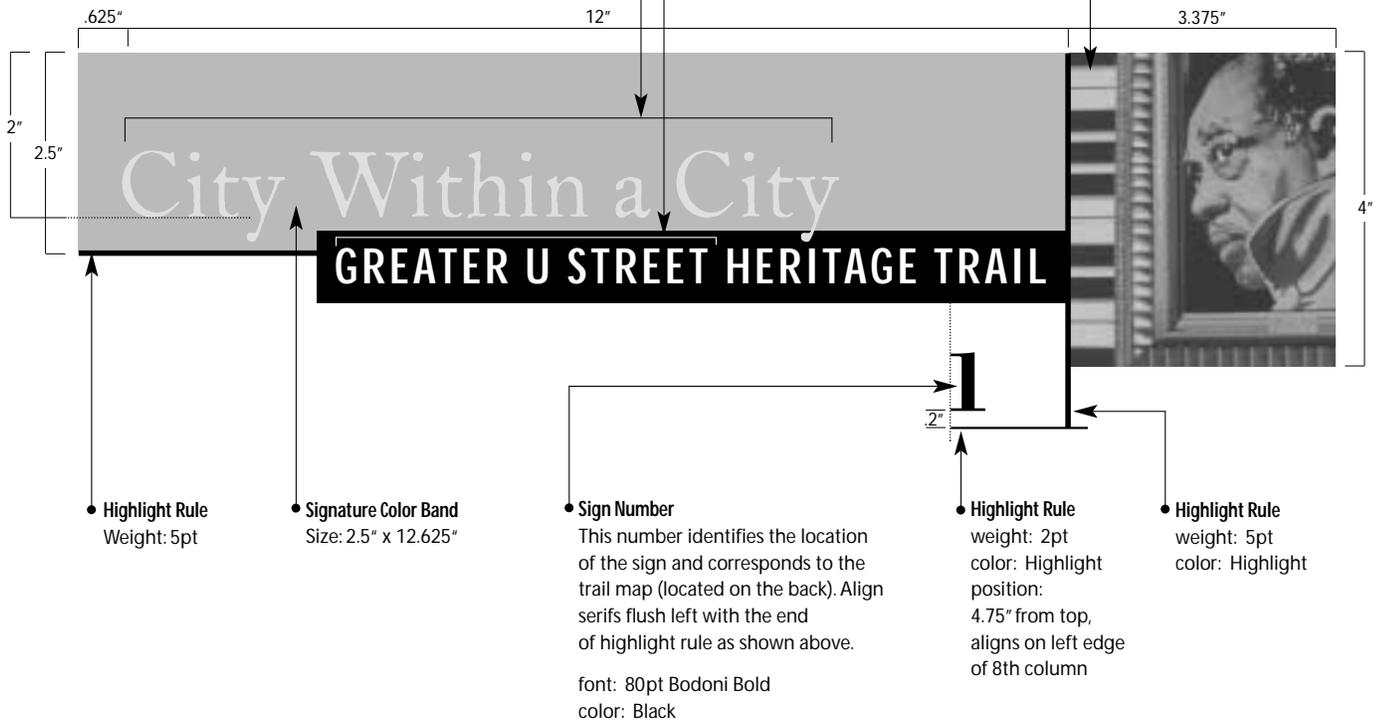
Text should be centered in the black box, with a .275" margin left and right. The black box has a height of .9" and may not exceed 11" in length. The trail location name should not exceed 20 characters.

font: 90pt/20pt, centered, all caps
Myriad 700 Bold/ 300 Condensed
color: White

● **Icon Identifier**

This image symbolizes and distinguishes an individual trail. The image bleeds off the top and right edges and must accommodate the overlap of the sign hardware. The image should be a simple, clear photograph or piece of art. Do not use logos or other graphic symbols. Its content should communicate immediately, without explanation.

color: b/w, duotone or 4 color as appropriate



1.4 Typefaces

There are four families of type used in this signage system. Below are full font showings for each. Please refer to the specific pages that follow for the correct usage, size, and leading in any given context.

Minion is the primary typeface used for body text. Minion Expert oldstyle figures are used throughout for numerals. Variants of Minion (Semibold, Expert) are used on occasion for emphasis, as noted in the layouts that follow.

Myriad is a secondary face used for photo captions, photo credits and map labels.

Founders Caslon and **Bodoni** are used as display faces in headlines and the Identity Element.

These fonts should be used as outlined in this manual. Do not scale horizontally or vertically. Do not letterspace unless noted. Fonts are available on the enclosed CD.

Minion

ABCDEFGHIJKLMNOPQRSTUVWXYZ
 abcdefghijklmnopqrstuvwxyzfifl
 123456890.;;”?!”-

Minion Expert

ABCDEFGHIJKLMNOPQRSTUVWXYZ
 123456890.;;?!”-

Myriad 400 Regular/600 Normal

ABCDEFGHIJKLMNOPQRSTUVWXYZ
 abcdefghijklmnopqrstuvwxyzfifl
 123456890.;;”?!”-

Founders Caslon Twelve (FCaslon)

ABCDEFGHIJKLMNOPQRSTUVWXYZ
 abcdefghijklmnopqrstuvwxyzfifl
 123456890.;;”?!”-

Bodoni

123456890.;;”?!”-

1.5 Color Palette

The color palette will be one of the most visible factors in distinguishing one trail from another and should be chosen with care. Typically, the palette will be built around the choice for the Signature Color. You will want to create at least a half-size mock-up in color before finalizing your choices as scale can dramatically alter the impression of a color.

The Signature Color should be a strong, rich, deep color which relates conceptually in some way to the trail theme or neighborhood. You will need to consider which colors are already in use in the system.

The Background Color may be a related color (ie. a yellow background for a deep orange signature) or an unrelated color which complements the signature color (ie. a yellowish green tone for a bright blue). In either case, the Background Color must be a subtle, recessive tone that will not compete with the imagery or impair legibility of the text.

The Highlight Color, which appears only in narrow rules and elements, should be a more vibrant, contrasting color. It should be chosen last and should interact with the signature and background color in an interesting, provocative way. Again, attention should be paid to the conceptual, (or thematic) appropriateness of the color combinations.

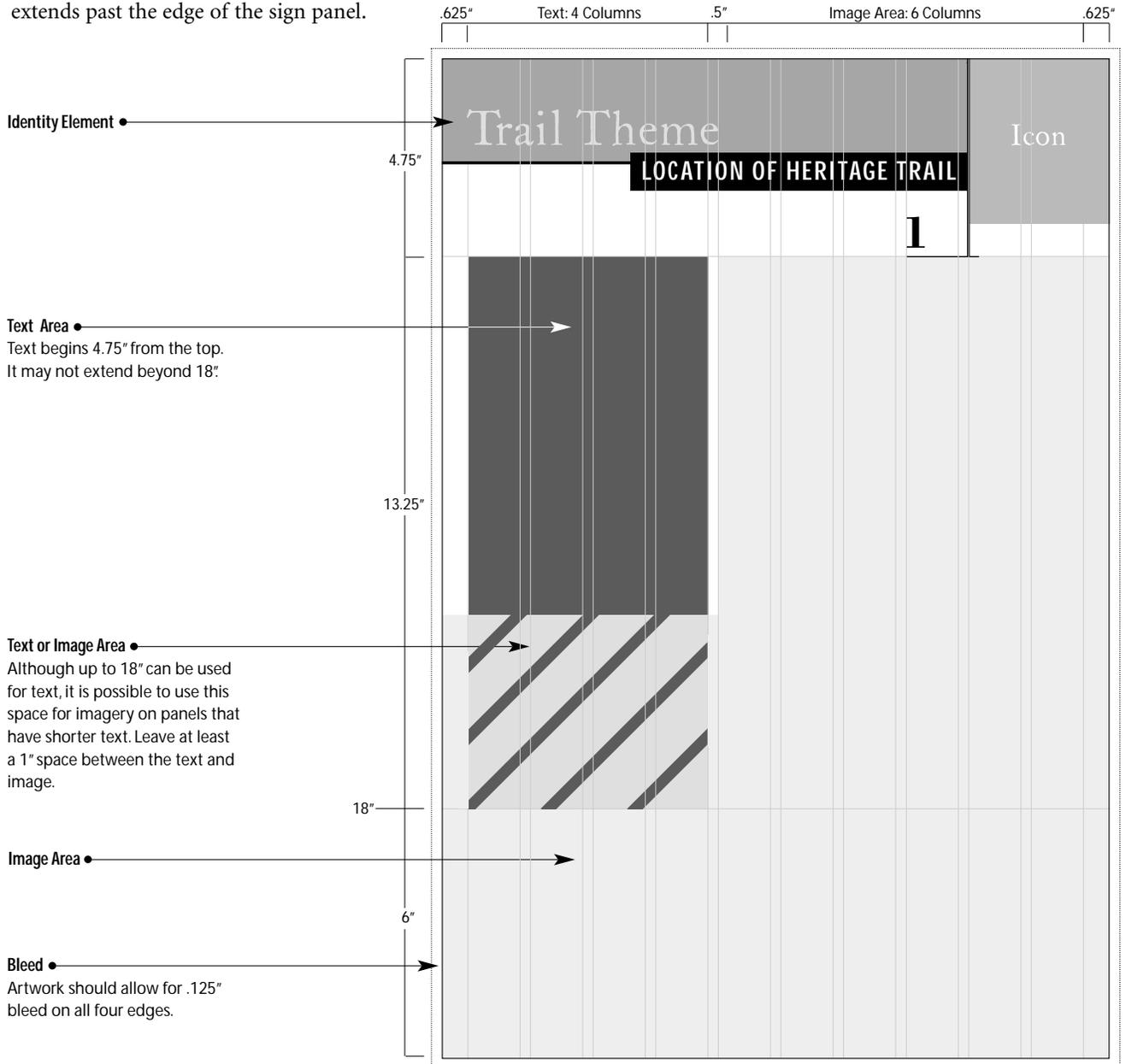
Note: The color palette of the map will remain constant throughout the system. The circle and arrow device (used to indicate “You Are Here”) uses the Highlight Color.

2.1 Grid: Front

A grid is comprised of an arrangement of imaginary vertical and horizontal lines which subdivide a page. Aligning graphic elements on a grid creates a clean and professional appearance. Grid lines are for reference only and should not be included in final artwork.

Note:
The measurements used in this manual are based upon the Quark template size. The Quark document is 50% (16" x 24") of the final sign size.

This grid is 10 columns with .25" gutters and .625" margins left and right. There must be a .125" allowance for bleed which extends past the edge of the sign panel.

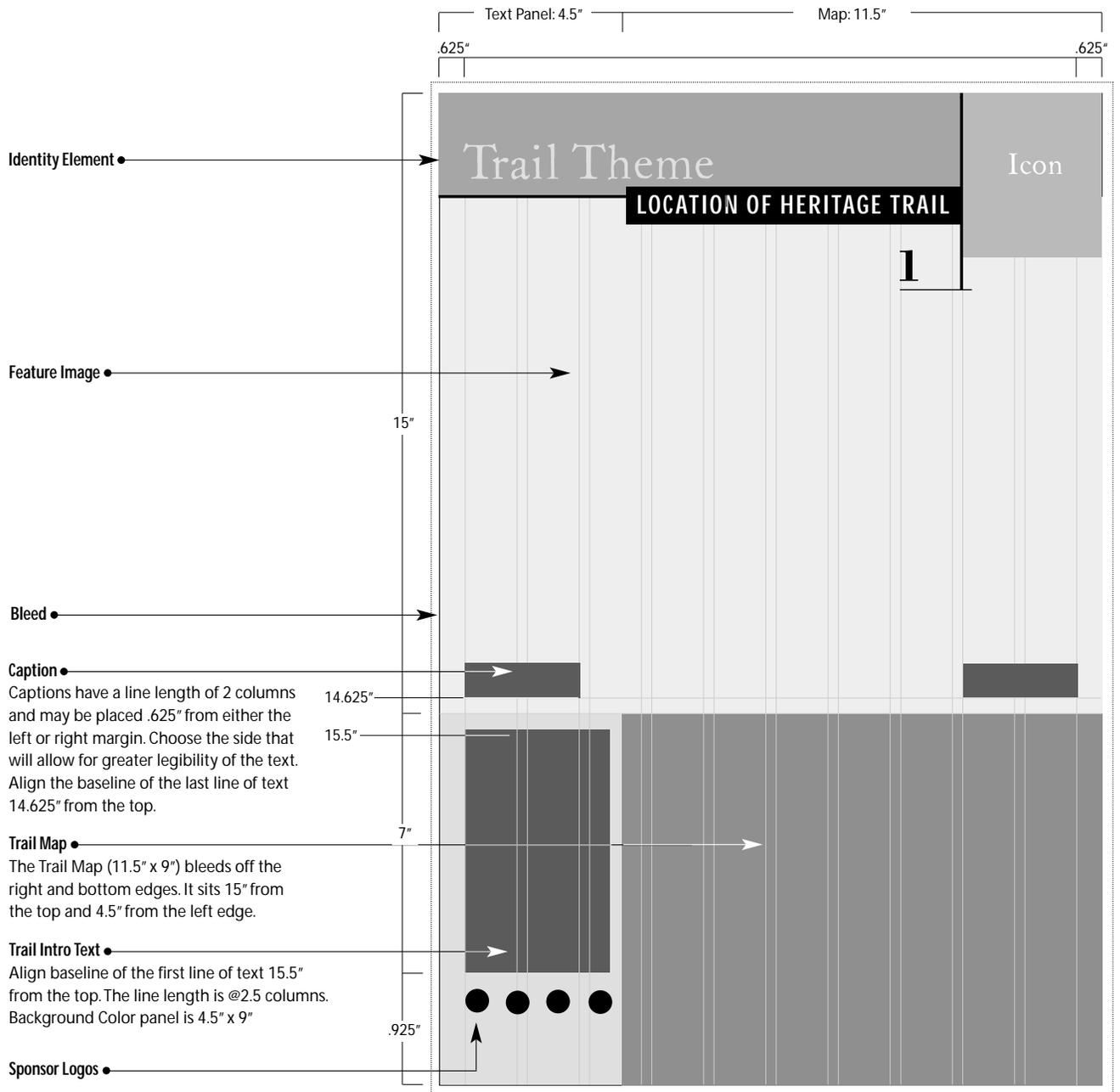


2.2 Grid: Back

This grid is 10 columns with .25" gutters and .625" margins left and right. There must be a .125" allowance for bleed which extends past the edge of the sign panel.

Note:
The measurements used in this manual are based upon the Quark template size. The Quark document is 50% (16" x 24") of the final sign size.

Grid lines are for reference only and should not be included in final artwork.



3.1 Typography: Front

Headline

The cap height of the Headline aligns 4.75” from the top edge.

Font: 48pt, FCalsonTwelve, u/l
 Leading: 56pt, flush left, rag right
 Color: Highlight Color

Lead-In Text

The first few words of the first line of body text should be set in Lead-In Text.

Font: 14pt, Minion Expert
 Tracking: 12pt
 Color: Black

Body Text

The first line is separated from the headline by an 18pt linespace. All numerals are set in Minion Expert oldstyle figures.

Font: 14pt, Minion Regular & Expert, u/l
 Leading: 18pt, with 12pt paragraph breaks, flush left, rag right
 Color: Black

Photo Credit

Credit should end flush with a corner of the photo, .031” from photo edge to text baseline. They read down the right side, or up the left. Position credits so as to cause the least disruption to imagery and surrounding text.

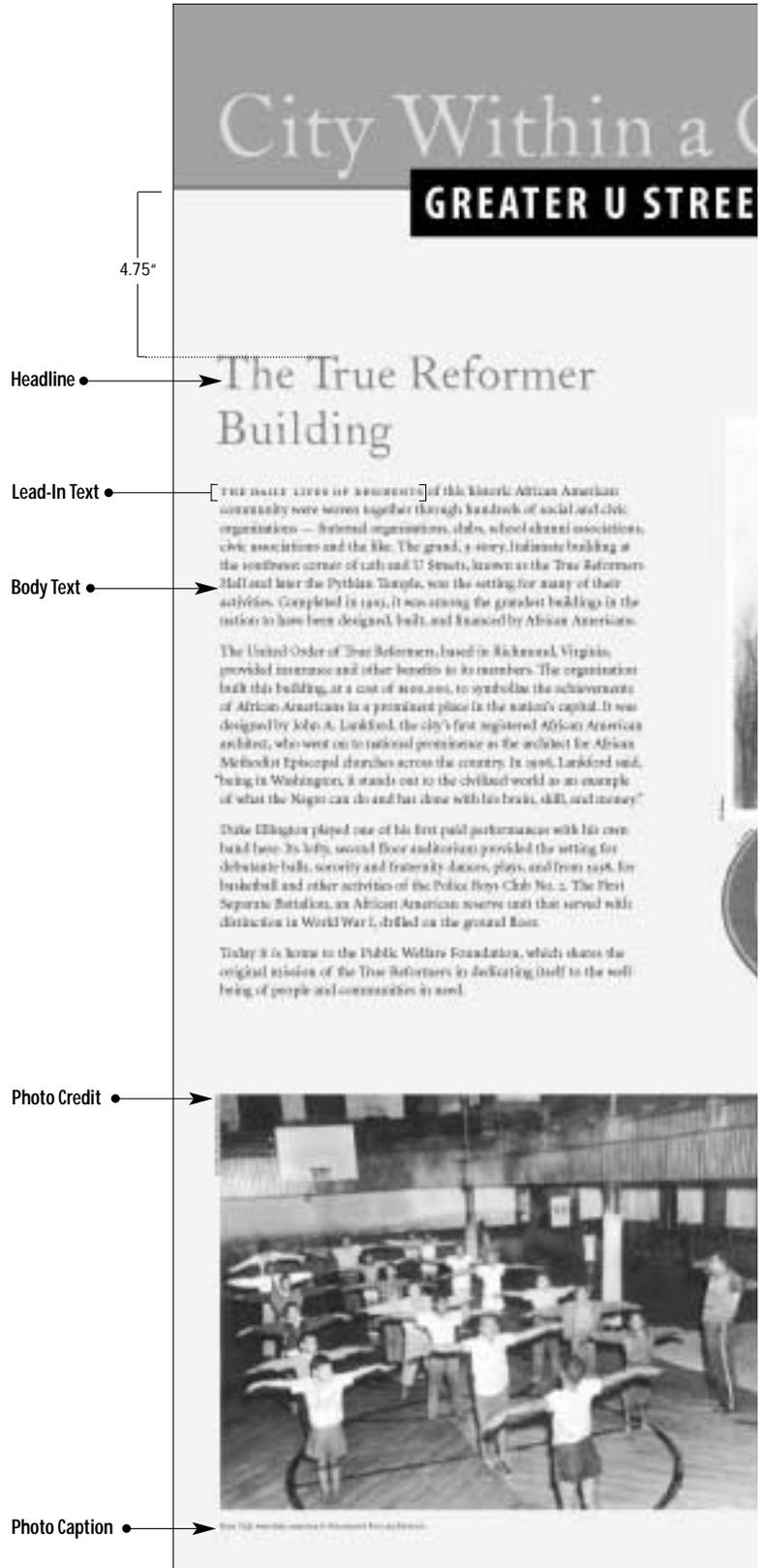
Font: 4.5pt,
 Myriad Italic 400 Regular/600 Normal, u/l
 Color: Black

Photo Caption

Whenever possible, caption should appear flush left under the image, .25” from photo edge to text baseline.

Font: 8pt,
 Myriad 400 Regular/600 Normal, u/l
 Leading: 11pt, flush left, rag right
 Color: Black

Note: u/l = upper and lower case



3.2 Typography: Back

Back Caption

Captions are 2 columns in line length and may be placed .625” from either the right or left margin. Choose the side that will allow for greater legibility of the text. Align the baseline of the last line 14.625” from the top.

Font: 9pt,
 Myriad 400 Regular/600 Normal, u/l
 Leading: 12pt, flush left, rag right
 Color: Black

Lead-In Text

The first few words of the Trail Intro Text should be set as Lead-In Text.

Font: 13pt,
 Minion Expert Semibold
 Tracking: 20pt
 Color: Black

Trail Intro Text

The Trail Intro Text appears on the back of every sign. It runs @2.5 columns in line length. The baseline of the first line aligns 15.5” from the top. All numerals are set in Minion Expert oldstyle figures.

Font: 13pt, Minion Semibold & Minion Semibold Expert, u/l
 Leading: 22pt, with 12pt paragraph breaks, flush left, rag right
 Color: Black

Rule

Rule extends from the left to right side, 15” from top.

Weight: 5pt
 Color: Highlight Color

Note: u/l = upper and lower case



Back Caption ●

Rule ●

Lead-In Text ●

Trail Intro Text ●

The Lincoln Theatre anchors a busy U Street about 1940. Photographer Robert W. McNeil was looking east from where you stand, toward the lights of since-demolished Griffith Stadium. Robert H. McNeil

FOR THE FIRST TIME in the twentieth century, this U Street neighborhood inspired and sustained the rich social, civic, and cultural life of Washington's African American community. Here in the shadow of the prominent Howard University, neighbors responded to the isolation of a segregated city by creating their own self-reliant culture as well as by generating leaders for the city and the nation in science, medicine, law, the military, education, literature and the arts. Edward Kennedy "Duke" Dinger, through only one of many celebrated residents, personifies their achievements. Follow this trail to the places that tell the story of this exceptional community in the heart of the nation's capital.

A trail booklet, City Within a City is available at local businesses and also open to the public. The information is a good walking tour - call 202.462.7616. To learn about other DC neighborhoods, visit www.dcliving.org.



4.1 Imagery: Front

Images should relate to a specific theme or subject along a trail or within a district. Images can include photographs, paintings, drawings, and other graphic materials such as historical posters and advertisements. Images should be black and white and even in density, brightness and contrast. If strong image quality is difficult to achieve, consider using a different image.

The grid on the front panel is divided into two main parts: a text area and an image area. Images can use the text area if the text is shorter. The image area will include different arrangements of images on each panel. Size the images by using increments of grid columns. See Sample Layouts for examples.

Some Tips on Arranging Images

- 1 — Try to use a variety of images.
- 2 — Create contrast in the scale of images.
- 3 — If an image is too complex to be “read” easily at a small size, consider using an enlarged portion, or detail, of it instead.
- 4 — Related images can be overlapped.
- 5 — Avoid “trapping” awkward spaces between images.

Technical Guidelines

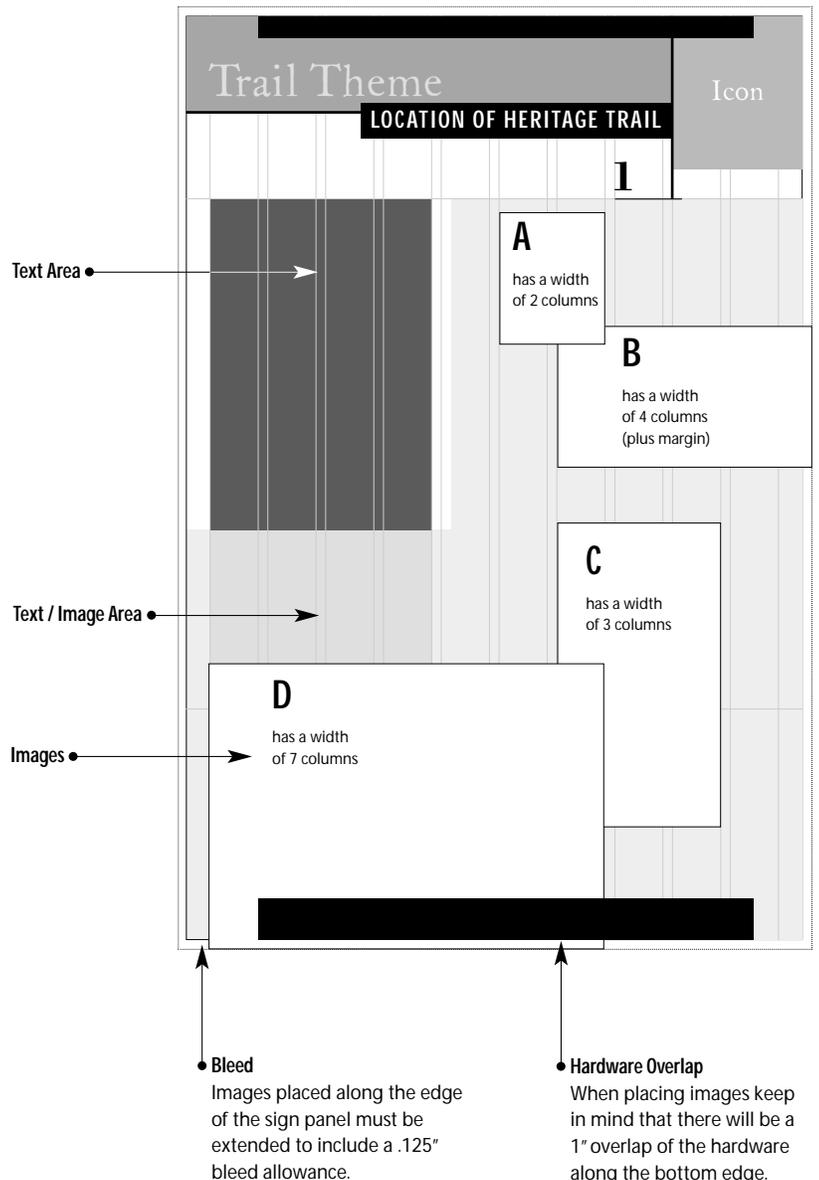
It is strongly recommended that images be scanned professionally.

Resolution: at least 200 dpi, scaled no larger than 100% in half-size Quark file.

Note: At final output, images must retain at least 100 dpi resolution.

Color: grayscale

Format: TIFF OR EPS



4.2 Sample Layouts

City Within a City

GREATER U STREET HERITAGE TRAIL

10

Strong Families and Eminent Citizens

This area encompasses the historic district of the city's original settlement and reflects the diversity and rich history of the city's early residents and the city's growth.

The area is home to many of the city's most prominent families and citizens, including the prominent families of the city's early residents and the city's growth.

The area is home to many of the city's most prominent families and citizens, including the prominent families of the city's early residents and the city's growth.

City Within a City

GREATER U STREET HERITAGE TRAIL

14

Riots to Renaissance

This area encompasses the historic district of the city's original settlement and reflects the diversity and rich history of the city's early residents and the city's growth.

The area is home to many of the city's most prominent families and citizens, including the prominent families of the city's early residents and the city's growth.

COLUMBIAN COLLEGE NOT UNDER ARMS

PEOPLE'S LINE

STAY OUT OF SAFETYWAY

THE ONLY WAY TO THE FRONT

PLEASE STAY OUT !!

Not Open Since 1917

4.3 Imagery: Back

The feature image should relate to a specific theme or subject along a trail or within a district. The large scale makes it an ideal spot for a photograph with lots of detail. Strong image quality is crucial.

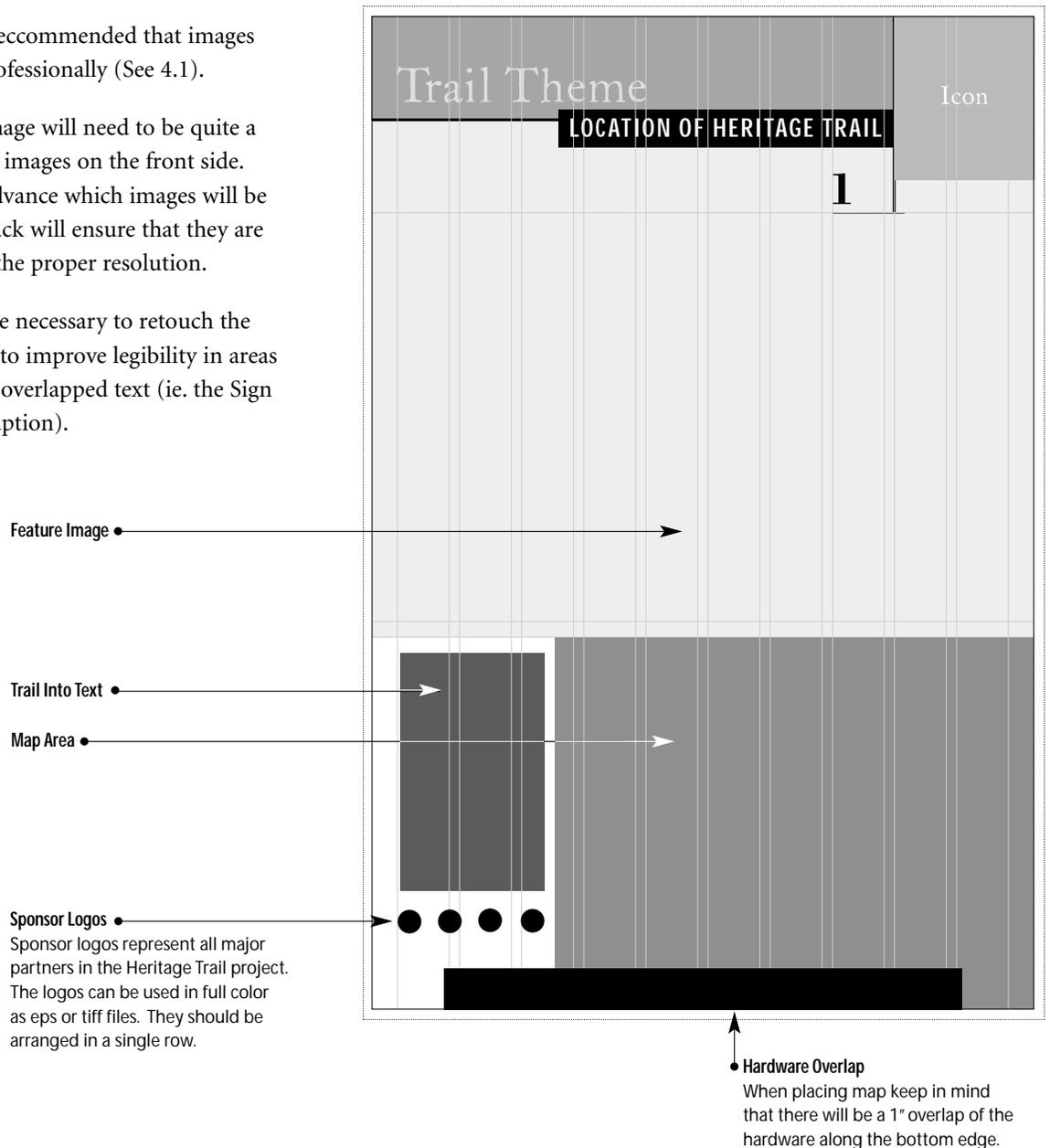
Ideally, the feature image has not been used on the front of the sign. If it is necessary to repeat an image, consider using only a small detail of the image on the one side.

Technical Guidelines

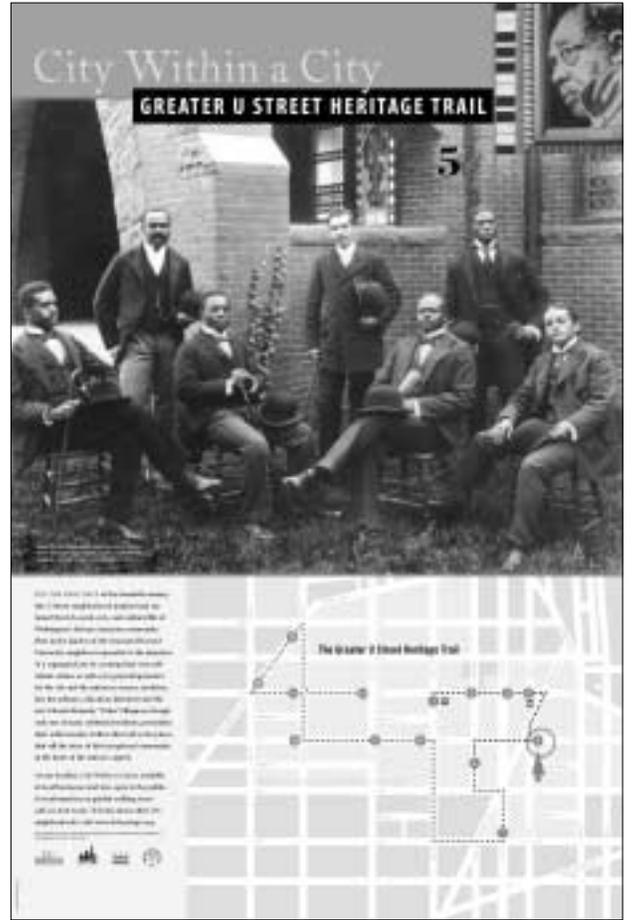
It is strongly recommended that images be scanned professionally (See 4.1).

The feature image will need to be quite a bit larger than images on the front side. Knowing in advance which images will be used on the back will ensure that they are scanned with the proper resolution.

Note: It may be necessary to retouch the image slightly to improve legibility in areas where there is overlapped text (ie. the Sign Number or Caption).



4.4 Sample Layouts



5.1 Trail Map

A Trail Map will need to be specially created for your Heritage Trail. The Greater U Street trail map is included as (Mac) Illustrator 8.0 file which can be used as a guide.

Note: Do not change or alter the colors.

When creating the map file, keep in mind that there will be a 1" overlap of the sign hardware along most of the bottom edge.

The "You Are Here" circle and arrow are created in Quark. Create an asymmetrical relationship when placing the elements.

Technical Guidelines

Resolution: at least 200dpi

Image Size: 11.5" x 9" + bleed

Format: Illustrator 8.0 eps

Color: CMYK

Trail Title
 Font: 22pt, track 10
 Myriad Bold Condensed, u/l
 Color: Black

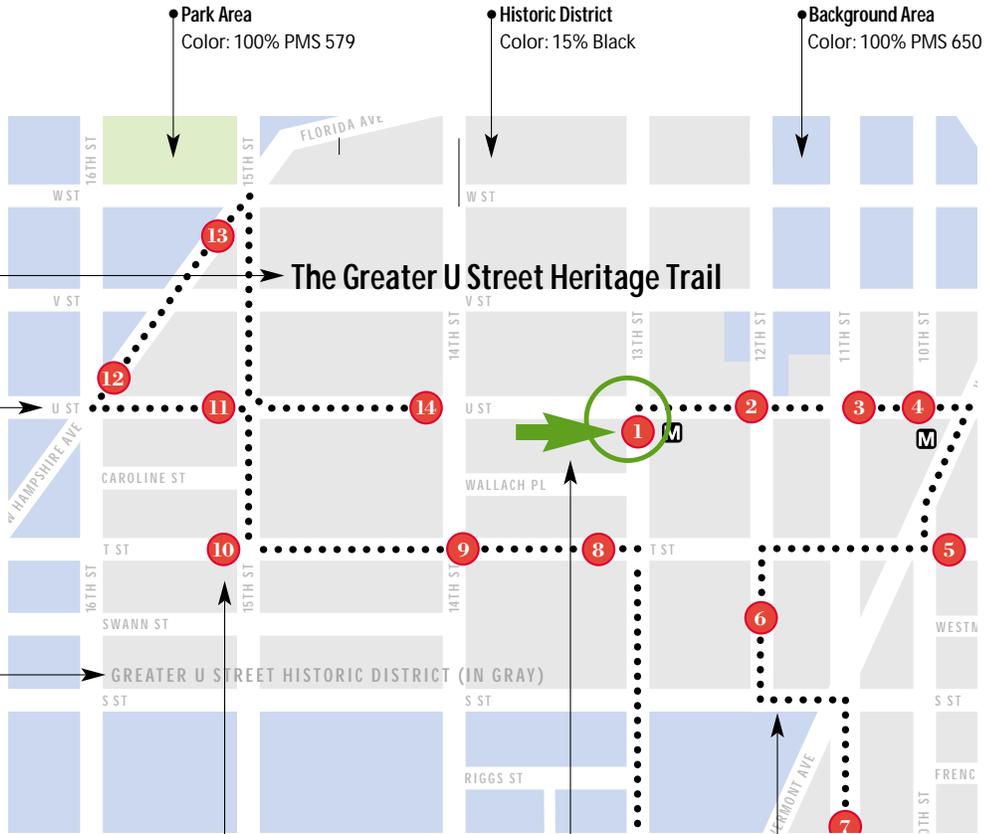
Street Names
 Font: 9pt, track 150
 Myriad Bold Condensed, u/l
 Color: 40% Black

Historic District Title
 Font: 12pt, track 150
 Myriad Bold Condensed, u/l
 Color: 50% Black

Park Area
 Color: 100% PMS 579

Historic District
 Color: 15% Black

Background Area
 Color: 100% PMS 650



Trail Stops/Numbers
 Circle: .275" diameter
 Color: 100% PMS 485
 Font: 13pt, Bodoni Bold
 Color: White

Arrow
 Weight: 10pt
 Length: 0.875"
Circle
 Diameter: .875"
 Weight: 3pt

Trail Line
 Weight: 4.5pt
 Miter: 4pt
 Dash: 0.25pt
 Gap: 9pt
 Color: 100% Black

Color (both):
 100% Highlight Color

Smaller Sign Template

Front

The smaller sign template measures 18 x 30 and runs at 100% (as opposed to the larger sign template which measures 16 x 24 and is then enlarged to 32 x 48.)

Headline

Font: 61 point FCaslonTwelve, u/.
 Leading: 65 pt, flush left, rag right
 Color: Highlight Color

Lead-In Text

The first few words of the first line of body text should be set in Lead-In Text.

Font: 19 pt. Minion Expert
 Tracking: 12
 Color: Black

Body Text

The first line is separated from the headline by an 18 point linespace. All numerals are set in Minion Expert oldstyle figures.

Font: 19 pt, Minion Regular & Expert, u/l
 Leading: 25 pt. flush left, rag right
 Color: Black

Photo Credit

Credit should end flush with a corner of the photo, .031" from photo edge to text baseline. The read down the right side, or up the left. Position credits so as to cause the least disruption to imagery and surrounding text.

Font: 6 pt,
 Myriad Italic, u/l
 Color: Black

Photo Caption

Whenever possible, caption should appear flush left under the image, .25" from photo edge to text baseline.

Font: 12 pt. Myriad, u/l
 Color: Black

Tour Theme

96 pt. Founders Caslon ITC, c/lc

Trail Location

57 pt. Myriad 300 condensed, all caps
 Color: White

Number

101 pt. B Bodoni bold

Tour name

Trail Name **Number**

Hardware Overlap

Tour of Duty

BARRACKS ROW HERITAGE TRAIL

5

Photo Credit

Headline → **Oldest Post of the Corps**

Lead-in → ON YOUR LEFT IS THE MARINE BARRACKS Washington, D.C., the oldest continuously manned post in the U.S. Marine Corps. The installation was originally designed by architect George Hadfield in 1801 with a central parade ground and housing for 500 enlisted men and officers in addition to the Commandant's Quarters (in mid-block across the street). This elegant 23-room house, later enhanced by a mansard roof, is the only remaining original structure.

Body Text →

When the U.S. government moved from Philadelphia to Washington City in 1800, the Marine Corps came as well to protect all federal buildings. At first they camped in Georgetown and on E Street, NW. In March 1801 President Thomas Jefferson, on horseback and accompanied by Marine Corps Lieutenant Colonel William Ward Burrows, selected this site for the Marine Barracks because it was near the Navy Yard and within easy marching distance of the Capitol and the President's House in case of trouble.

During the War of 1812, the Marine Barracks was one of the few public structures not destroyed by the British invaders. One local legend explains that British General Ross, after witnessing the valiant Marines at the Battle of Bladensburg, ordered the complex spared "as a gesture of soldierly respect."

The Marines defended Washington in the War of 1812 and have fought on land and sea in every U.S. conflict since.

With thanks for research by Lena Kaljot, Marine Corps Historical Center.

Caption →

Hardware Overlap

Two members of the world-famous U.S. Marine Silent Drill Team perform a double, behind-the-back rifle throwback in 1978. The barracks is both home and public performance space for special ceremonial units.

In 1857 Marines defended Washingtonians against election-day rioters at the Northwest Liberty Market on Mt Vernon Square, site of today's City Museum.

Marine officers with the Commandant's Quarters in the background, 1850.

In 1814 British soldiers burned much of official Washington, but the Marine Barracks was spared.

A Marine Barracks squad room on the eve of World War I.

Smaller Sign Template Back

The smaller sign template measures 18 x 30 and runs at 100% (as opposed to the larger sign template which measures 16 x 24 and is then enlarged to 32 x 48.)

Back Caption

Captions are two columns in line length and may be placed .625" from either the right or left margin. Choose the side that will allow for greater legibility of the text. Align the baseline of the last line 14.625" from the top.

Font: 12 point Myriad, u/l
Leading: 14 pt. flush left, rag right
Color: Black

Lead-In Text

The first few words of the first line of body text should be set in Lead-In Text.

Font: 18 pt. Minion Expert
Tracking: 25
Color: Black

Body Text

The body text should be placed below the photo and to the left of the map. The width and proportion of this text block may vary depending entirely on the shape of the map.

Font: 18 point Myriad, u/l
Leading: 25 pt. flush left, rag right
Color: Black

Rule

Rule extends from the left to the right side, 15" from top.

Color: Highlight color

Tour Theme

96 pt. Founders Caslon ITC, c/lc

Trail Location

57 pt. Myriad 300 condensed, all caps
Color: White

Number

101 pt. B Bodoni bold

Tour name

Trail Name

Number

Hardware Overlap

Tour of Duty

BARRACKS ROW HERITAGE TRAIL

5

Caption

The Marine Barracks Parade Grounds and architect George Hauffield's original enclaved quarters, around 1901-05.

Lead-in

WHEN CELEBRATED COMPOSER JOHN PHILIP SOUSA walked these streets, people called the neighborhood Capitol Hill Navy Yard. While the Navy Yard is no longer the area's major employer, the U.S. Navy and the U.S. Marine Corps still anchor this pleasant residential community and its vibrant commercial center on Eighth Street, now known as Barracks Row. The 16 signs that mark this walking trail describe temporary sojourners as well as families who have lived here for many generations. From Michael Shiner, an African American laborer working at the Navy Yard, to John Dahlgren, weapons pioneer and confidant of President Abraham Lincoln, their experiences have given the community its distinctive character. Follow this trail to the places that tell these stories and much, much more.

Body Text

Tour of Duty: Barracks Row Heritage Trail, a booklet capturing the trail's highlights, is available at local businesses along the way. For information on guided walking tours, call 202-828-WALK. To learn about other DC neighborhoods, visit www.dcheritage.org.

Tour of Duty: Barracks Row Heritage Trail is dedicated to the memory of local historian Ruth Ann Overbeck (1935-2000), whose original research informs nearly every sign.

Special thanks to Jill Dowling, Don A. Hawkins, Lucinda P. Jenke, Bill McLeod, Nancy Metzger, Philip W. Ogilvie, and Kim Prothro Williams.

Tour of Duty: Barracks Row Heritage Trail is produced by the DC Heritage Streets Coalition in collaboration with the District Department of Transportation, the U.S. Department of Transportation, Barracks Row Main Street, and Capitol Hill Restoration Society. © 2003, all rights reserved.

Hardware Overlap

GENERAL PROVISIONS

(Federally Funded Agreements)

February 19, 1981

REVISED 3/2/2001

ATTACHMENT B

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GENERAL PROVISIONS

1. DEFINITIONS:

The terms "Mayor" and "Contract Appeals Board" shall mean the Mayor of the District of Columbia and the Contract Appeals Board of the District of Columbia. The term "Contracting Officer" shall mean the contracting Officer of the District of Columbia District Department of Transportation or his Authorized Representative. The term "DC DDOT" shall mean the District of Columbia District Department of Transportation. The term "U.S. DOT" shall mean the United States Department of Transportation. The term "FHWA" shall mean the Federal Highway Administration of the U.S. DOT. The term "Consultant" shall mean, the Consultant, an individual, association, joint venture, corporation or any other like term, and its heirs, its executors and its administrators or successors.

2. PROPRIETARY RIGHTS:

A. PATENT RIGHTS: The parties to this Agreement agree that all rights accruing from discoveries or inventions resulting from work described herein shall be the sole property of the Consultant. The Consultant agrees and hereby grants to the District, all state highway departments and the United States an irrevocable, non-exclusive, non-transferable and royalty-free license to practice each invention in the manufacture, use and disposition of any article, material or method that may be developed as a part of the work under this Agreement.

B. COPYRIGHTS: Copyrights resulting from work described herein shall be the sole property of the Consultant. The Consultant agrees and does hereby grant to the District, all state highway departments and United States a royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use and to authorize others to use the work for Government purposes.

3. PATENTS AND COPYRIGHT INFRINGEMENT:

The Consultant shall hold and save the District, its officers, agents, servants and employees harmless from liability or claims of any nature or kind, including cost and expenses, for or on account of any patented or unpatented invention, copyright, article, process or appliance manufactured or used in the performance of this Agreement, including their use by the District, unless otherwise specifically stipulated in this Agreement.

4. CHANGES:

The Contracting Officer may, at any time by a written order and without notice to the sureties, make changes in the work and services to be performed under this Agreement and within the general scope thereof. If such changes cause an increase or decrease in the cost of performing the work and services under this Agreement or in the time required for its performance, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. Any claim under this Provision must be made in writing to the Contracting Officer within ten (10) consecutive calendar days from the date the change is ordered. Provided, however, the Contracting Officer, if he determines that the facts justify such action, may receive, consider and adjust any such claim made at any time prior to the date of final settlement of this Agreement. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in Provision 14 hereof. Nothing provided in this Provision shall excuse the Consultant from proceeding with the prosecution of the work so changed.

5. INDEMNIFICATION AGREEMENT:

The District shall have an absolute right of indemnity against any and all claims or liability arising from or based on, or as a consequence or result of, any negligent act, error, omission or fault of the Consultant, its employees, or its subconsultants, in the performance of, or in connection with any services required, contemplated or performed under the contract; any and all claims or liability arising from or based on, or as a consequence or result of, any act of approval, inspection, supervision, or acceptance, or any failure to approve, inspect, supervise, or accept, by the District and any of its officers, agents, servants and employees, where such act or failure to act causes or contributes to any negligent act, error, omission or fault of the Consultant, its employees, or its subconsultants, in the performance of, or in connection with any services required, contemplated or performed under the contract. Monies due or to become due the Consultant under this contract, may be retained by the District as necessary to satisfy any outstanding claim which the District may have against the Consultant.

6. APPOINTMENT OF ATTORNEY:

A. The Consultant shall designate and appoint a person, located within the District, whether the Consultant himself, an individual, a partnership or corporation or member thereof, an attorney, attorney-in-fact, agent, or representative, who shall receive service of all notices and process issued by any court or agency of the District and all pleadings or other papers related to any legal action or proceedings arising out of, or pertaining to, this Agreement or the work required by, or performed hereunder.

B. The Consultant expressly agrees that the validity of any service upon the person or entity designated pursuant to Section 1 hereof shall not be affected either by the fact that the said Consultant was personally within the District and otherwise subject to personal service at the time of such service upon the designated person or entity or by the fact that the Consultant failed to receive a copy of such process, notice, pleading or other paper so served upon the designated person or entity.

C. The Consultant shall immediately inform the Contracting Officer in writing of any change in the designation required by Section 1 hereof, whether such change is in the designee, the address or telephone numbers.

7. EMPLOYMENT OF DISTRICT EMPLOYEES:

The Consultant shall not, without written permission from the Contracting Officer, engage the services of any person or persons in the employment of the District for any work required by the terms of this Agreement for the period of this Agreement.

8. POST-GOVERNMENT EMPLOYMENT CONFLICT OF INTEREST:

A. Pursuant to Public Law 95-521, as amended, no former employee of the United States or Government of the District of Columbia:

1. Shall knowingly represent the Consultant before any Government agency through personal appearance or communication in connection with a matter involving specific parties to this Agreement where the former Government employee participated personally and substantially in the matter while in Government employ.

2. Shall, within two (2) years after terminating Government employment, knowingly represent the Consultant before any Government agency through personal appearance or communication in connection with a matter involving specific parties to this Agreement, where the matter was pending under the official responsibility of the former employee within one (1) year prior to termination of Government service.

B. Pursuant to Public Law 95-591, as amended, no former senior level officer or former senior level employee of the United States Government or the District of Columbia Government, named in or designated by the Director of the Office of Government Ethics under Section 207(d) of Title 18 USC:

1. Shall, within two (2) years after terminating Government employment, knowingly represent or aid, counsel, advise, consult or assist in representing any other person by personal presence at any formal or informal appearance before any Government agency in connection with a matter involving specific parties, where the former employee participated personally and substantially in that matter while in Government employ.

2. Shall, within one (1) year after terminating Government employment, knowingly act as an agent or attorney for or otherwise represent anyone in any formal or informal appearance before or, with the intent to influence, make any written or oral communication on behalf of anyone to (1) his or her former Department or agency or any of its officers or employees, or (2) in connection with any particular Government matter, whether or not involving a specific party, which is pending before such Department or agency or in which it has a direct and substantial interest.

9. LAWS TO BE OBSERVED:

The Consultant at all times shall observe and comply with all laws, regulations, orders and decrees of the United States and of the District, and shall indemnify and save harmless the District and all of its officers, agents and servants against any and all claims or liability arising from or based on the violation of any such law, regulation, order or decree, whether by the Consultant or any employee or agent of the Consultant associated with him, including any person, firm or corporation having the status of an independent contractor engaged by the Consultant in the performance of, or in connection with the work required by this Agreement.

10. WAIVER:

No action or non-action of the District shall be construed as a waiver of any provision or any breach of this Agreement unless the same has been expressly declared and recognized as a waiver by the Contracting Officer in writing. No waiver so declared and recognized as such in writing by the Contracting Officer shall operate as a waiver of any other provision of subsequent breaches of the same or other provisions of this Agreement.

11. PERFORMANCE BY THE CONSULTANT:

Except as otherwise expressly provided In this Agreement, none of the work or services required by this Agreement to be performed by the Consultant shall be performed by anyone other than Consultant or regular salaried employees of the Consultant, including subconsultants, without express written consent of the Contracting officer, and any violation of this Provision shall entitle the Contracting Officer to reduce the compensation otherwise payable to the Consultant whether or not the Contracting Officer terminates this Agreement or any part hereof for violation of this Provision or for any other reason.

12. TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT:

The District reserves the right to terminate this contract in whole or In part, for the convenience of the Government in accordance with the provisions of Chapter 37 of the D.C. Procurement Regulations, Title 27 DCMR (July, 1988).

13. AUTHORITY OF THE CONTRACTING OFFICER:

The Contracting Officer represents that he or she has the authority to take any action provided for herein on behalf of the District, including approval, certification, acceptance and changes within the scope of the work.

14. DISPUTES:

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

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

- (a) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision. The contractor's claim shall contain at least the following:
 - (1) A description of the claim and the amount in dispute;
 - (2) Any data or other information in support of the claim;
 - (3) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
 - (4) The Contractor's request for relief or other action by the contracting officer.
- (b) The Contracting Officer may meet with the contractor in a further attempt to resolve the claim by agreement.
- (c) For any claim of \$50,000 or less, the Contracting Officer shall issue a decision within sixty (60) calendar days from receipt of a written request from a Contractor that a decision be rendered within that period.
- (d) For any claim over \$50,000, the Contracting Officer shall issue a decision within ninety (90) calendar days of receipt of the claim. Whenever possible, the Contracting Officer shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- (e) The Contracting Officer's written decision shall do the following:
 - (1) Provide a description of the claim or dispute;
 - (2) Refer to the pertinent contract terms;
 - (3) State the factual areas of agreement and disagreement;
 - (4) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (5) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (6) Indicate that the written document is the contracting officer's final decision; and

- (7) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (f) Any failure by the Contracting Officer to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as authorized by D.C. Official Code § 2-309.04.
- (g) (1) If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.

(2) Liability under this paragraph (f) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (h) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D. C. Official Code § 2-309.04.
- (i) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

C. Claims by the District against a Contractor

- (a) Claim as used in Section C of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- (b) (1) All claims by the District against a Contractor arising under or relating to a contract shall be decided by the Contracting Officer.

(2) The Contracting Officer shall send written notice of the claim to the Contractor. The Contracting Officer's written decision shall do the following:
 - (a) Provide a description of the claim or dispute;
 - (b) Refer to the pertinent contract terms;
 - (c) State the factual areas of agreement and disagreement;
 - (d) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (e) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (f) Indicate that the written document is the Contracting Officer's final decision; and

- (g) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (3) The decision shall be supported by reasons and shall inform the Contractor of his or her rights as provided herein.
- (4) The authority contained in this clause shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.
- (5) This clause shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the District as authorized by D.C. Official Code §2-309.04.
- (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

15. OFFICIALS NOT TO BENEFIT:

No Member or no Delegate to Congress nor Resident Commissioner nor officer nor employee of the District shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom, and any contract entered into by any Contracting Officer in which he or any officer or employee of the District shall be personally interested shall be void, and no payment shall be made thereon by the District or any officer thereof, but this Provision shall not be construed to extend to the Agreement if made with a corporation for its general benefit.

16. COVENANT AGAINST CONTINGENT FEES:

The Consultant warrants that he has not employed any person to solicit or secure this Agreement upon any agreement for a bonus, commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Contracting Officer the right to terminate this Agreement, or, in his discretion, to deduct from the Agreement price or consideration the amount of such bonus, commission, percentage, brokerage or contingent fees. This warranty shall not apply to commissions payable by the Consultant upon contract or sales secured or made through bonafide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

17. CONSULTANT'S WARRANTY AGAINST DEBARMENT:

The Consultant, in compliance with Section 29.510 of the debarment regulation (49 CFR 29), shall certify at the time of the bid opening that he/she or anyone associated therewith in any capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds) is not suspended, debarred or voluntarily excluded from or otherwise determined ineligible to receive award of or performance on D.C. or Federally-funded projects.

If at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, he/she shall provide immediate written notification to the Contracting Officer.

Furthermore, the Consultant agrees that he/she shall not knowingly subcontract any company or person which/who is debarred, suspended, declared ineligible or voluntarily excluded from participation on D.C. or Federally-funded projects.

The Consultant, when subcontracting, or when soliciting for subcontractors, further agrees to certification regarding debarment, and to include the clause titled 'Certification Regarding Debarment, Suspensions, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction' without modification in all lower tier covered transactions.

Finally, this General Provision serves to apprise the Consultant that if he/she knowingly subcontracts with a company or person which/who is suspended, debarred, ineligible or voluntarily excluded from participation on D.C. or federally-funded projects, in addition to other remedies available to the District of Columbia and Federal Government, the contracting Officer may terminate the contract for Cause of Default.

The foregoing requirements apply as well to their full extent to suppliers, vendors, materialmen, et al. The Consultant shall comply with this General Provision by submitting with his/her Agreement a completed and notarized Certification."

18. NON-ASSIGNABILITY, DEATH OR DISABILITY:

This Agreement is for the services of the Consultant and is not assignable by him. Where the services of a partnership are engaged as Consultants, each partner shall be held fully responsible for, and shall actively participate in all work provided for herein from date of execution of this Agreement until the services have been completed and accepted by the District; provided, however, that the death, incapacitation or retirement of one or more of the partners shall not, of itself, be deemed to incapacitate the other or remaining partner,, provided the remaining partners are, in the judgment of the Contracting Officer, able and competent to carry out the terms of this Agreement, in which latter event no reduction shall be made in the compensation on account of such death, incapacitation or retirement. In the event one or more of the remaining partners is determined by the District to not be competent to carry out the terms of this Agreement, the District may reduce compensation in proportion to the number of partners thus deemed not competent to complete the Agreement.

19. DOCUMENTATION:

The Consultant shall, where appropriate, document the results of his work to the satisfaction of the District and the FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of agreement objectives.

20. SUBCONTRACTS.

The Consultant shall be required to perform all work not subcontracted under General Provision 27, Section D (Goal for DBE Participation) except specialized services or other tasks specifically exempted in this Agreement, provided, however, that governmental recipients of 23 U.S.C. 104(f) or 402 funds may subcontract as necessary to accomplish approved work program activities.

All subcontracts exceeding \$10,000 in cost shall incorporate all required provisions of these General Provisions by reference thereto.

21. COST PRINCIPLES:

Cost principles contained in 41 CFR 1-15 (Federal Procurement Regulations) and Subpart 1-15.2, as modified by subpart 1-15.102, apply to this Agreement.

22. AUDIT INSPECTION AND RETENTION OF RECORDS:

The Consultant shall permit the authorized representatives of the District, the U.S. DOT and the Comptroller General of the United States to inspect and audit all data and records of the Consultant relating to performance or transactions under the Agreement until the expiration of three (3) years after final payment.

The Consultant further agrees that the District, the U.S. DOT and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under any subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subconsultant.

With respect to records which relate to (1) appeals under the "Disputes" clause of this contract, (2) litigation or the settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, the periods of access and examination described above shall continue until such appeals, litigation, claims or exceptions have been finally resolved.

23. CLEAN AIR AND WATER:

The standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), prohibiting the use of facilities Included on the EPA List of Violating Facilities under non-exempt Federal contracts, grants or loans, are applicable to this contract and to each subcontract hereunder, where such amounts are in excess of \$100,000.

The Consultant shall report any notices of violation to the Contracting Officer and to the U.S. EPA Assistant Administrator for Enforcement. (EN-329).

24. EQUAL OPPORTUNITY OBLIGATION:

During the performance of this Agreement, the Consultant shall comply with, Mayor's Order 85-85 dated June 10, 1985 and implementing guidelines published as Chapter 11 in DISTRICT OF COLUMBIA REGISTER, dated August 15, 1986.

25. NON-DISCRIMINATION REQUIREMENTS:

During the performance of this Agreement, the Consultant agrees as follows:

A. Compliance with Regulations. The Consultant shall comply with the regulations of the U.S. DOT relative to non-discrimination in federally-assisted programs of the U.S. DOT (49 CFR Part 21 appendix H and 23 CFR 710.405(b), hereinafter referred to as "the Regulations"), which are incorporated by reference and made part of this Agreement.

B. Non-Discrimination. The Consultant, in fulfilling the provisions and requirements of this Agreement, after execution thereof and prior to completion of its terms and conditions by the said Consultant, shall not

discriminate on the grounds of race, color, religion, age, sex or national origin in the selection and retention of contractors and subcontractors, including procurements of materials and leases of equipment, The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the Consultant for work under this Agreement to be performed under a contract and/or a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Consultant of his obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, color, religion, age, sex or national origin.

D. Information and Reports. The Consultant shall provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the District or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify. to the District or the FHWA, as appropriate, and shall set forth what efforts he has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Consultant's noncompliance with the non-discrimination provisions of this Agreement, the District shall impose such sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Consultant under this Agreement until the Consultant complies; and/or
2. Cancellation, termination or suspension of this Agreement in whole or in part.

F. Incorporation of Provisions. The Consultant shall include the provisions of sections (1) through (6) in every contract and subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations or orders and instructions issued pursuant thereto. The Consultant shall take such action with respect to any contract and subcontract or procurement as the District or the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the consultant becomes involved in, or is threatened with, litigation with a contractor or subcontractor or supplier as a result of such direction, the Consultant shall notify the District of the litigation in writing. The Consultant may request the District to enter into such litigation to protect the interests of the District, and in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

26. EQUAL EMPLOYMENT OPPORTUNITY .RESPONSIBILITIES:

A. General: The requirements of Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60) shall apply to the Consultant and to each subcontract hereunder, where such amounts are in excess of \$10,000. The requirements set forth herein supplement these orders.

B. Equal Employment Opportunity Policy: The Consultant shall accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons and to promote the full realization of equal employment opportunity through a positive continuing program:

"It is the policy of this Consultant to assure that applicants are employed, and that employees are treated during employment, without regard to race, religion, color, age, sex or national origin. Such action shall include: employment, upgrading, demotion or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship and/or on-the-job training."

C. Equal Employment Opportunity Officer: The Consultant shall designate and make known to the Contracting Officer an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who shall be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who shall be assigned adequate authority and responsibility to do so.

D. Dissemination of Policy: All members of the Consultant's staff who are authorized to hire, supervise, promote and discharge employees, or who recommend such action, or who are substantially involved In such action shall be made fully cognizant of, and shall implement the Consultant's equal employment opportunity policy and contractual responsibilities. To ensure that the above Agreement will be met, the following actions shall be taken as a minimum:

1. Periodic meetings of supervisory and personnel office employees shall be conducted before the start of work and then not less often than once every six (6) months, at which time the Consultant's equal employment opportunity policy and its implementation shall be reviewed and explained. The meeting shall be conducted by the EEO Officer or other knowledgeable company official.

2. All new supervisory or personnel office employees shall be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the Consultant's equal employment opportunity obligations within thirty (30) days following their reporting for duty with the Consultant.

3. The EEO Officer or knowledgeable company official shall instruct all employees engaged in the direct recruitment of employees for the project relative to the methods following by the Consultant in locating and hiring minority group employees.

In order to make the Consultant's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., employment agencies, labor unions (where applicable), schools, college placement officers, etc., the Consultant shall take the following actions:

a. Notices and posters setting forth the Consultant's equal employment opportunity policy shall be placed in areas readily accessible to employees, applicants for employment and potential employees.

b. The Consultant's equal employment opportunity policy and the procedures to implement such policy shall be brought to the attention of employees by means of meetings, employee handbooks or other appropriate means.

E. Recruitment: When advertising for employees, the Consultant shall include in all advertisements for employees the notation: "An Equal Opportunity Employer". He shall insert all such advertisements in newspapers or other publications having a large circulation among minority groups in the area from which the project workforce would normally be derived.

The Consultant shall, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, state employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Consultant shall, through his EEO Officer, identify sources of potential minority group employees and establish with such identified sources procedures whereby minority group applicants may be referred to the Consultant for employment consideration.

The Consultant shall encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants shall be discussed with employees.

F. Personnel Actions: Wages, working conditions and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff and termination, shall be taken without regard to race, religion, color, age, sex or national origin. The following shall be followed:

1. The Consultant shall periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

2. The Consultant shall periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Consultant shall promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective actions shall include all affected persons.

3. The Consultant shall investigate all complaints of alleged discrimination made to the Consultant in connection with his obligations under this Agreement, shall attempt to resolve such complaints and shall take corrective action. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Consultant shall inform every complainant of all the complainant's avenues of appeals.

G. Training and Promotion: The Consultant shall assist in locating, qualifying and increasing the skills of minority group employees and applicants for employment. Consistent with his manpower requirements and as permissible under Federal and District regulations, the Consultant shall make full use of training programs, i.e., preapprenticeship, apprenticeship and/or on-the-job training programs for the Consultant's geographical area. The Consultant shall advise employees and applicants for employment of available training programs and entrance requirements for each. The Consultant shall periodically review the training and promotion potential of minority group employees and shall encourage eligible employees. to apply for such training and promotion.

H. Unions: If the Consultant relies in whole or in part upon unions as a source of his workforce, he shall use his best efforts to obtain the cooperation of such unions to increase minority group opportunities within the unions, and to effect referrals by such unions of minority group employees. Actions by the Consultant shall include the procedures set forth below:

1. Use his best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members for membership in the unions and increasing the skills of minority group employees so that they may qualify for higher paying employment.

2. Use his best efforts to incorporate an equal employment opportunity clause into all union agreements to the ends that such unions will be contractually bound to refer applicants without regard for race, religion, color, age, sex or national origin.

3. In the event a union is unable to refer applicants as required by the Consultant within the time limit set forth in the union agreement, the Consultant shall, through his recruitment procedures, fill the employment vacancies without regard to race, religion, color, age, sex or national origin, making full efforts to obtain qualified minority group persons.

I. Records and Reports: The Consultant shall keep records as necessary to determine compliance with the Consultant's equal employment opportunity obligations. The records shall be designed to indicate:

1. The number of minority and non-minority group members employed in each work classification on the project.

2. The progress and efforts being made in cooperation with unions to increase minority group employment opportunities (applicable only to consultants who rely in whole or in part on unions as a source of their workforce).

3. The progress and efforts being made in locating, hiring, training, qualifying and upgrading minority group employees.

Such records shall be retained for a period of three (3) years following completion of work under this Agreement and shall be available at reasonable times and places for inspection by authorized representatives of the DC DDOT and the FHWA. The Consultant shall submit a monthly report to DC DDOT for the first three (3) months after work under this Agreement begins, and thereafter upon request, for the duration of the project, indicating the number of minority and non-minority group employees currently engaged in each work classification required by this Agreement.

27. DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

A. Policy - It is the policy of the U.S. Department of Transportation that DBEs, as defined in 49 CFR Part 26 shall have the equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements contained in the above cited regulation are applicable on this contract and shall be complied with by all consultants.

B. DBE Obligation- The prime consultant agrees to ensure that DBEs, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of subcontracts on this federally-funded contract and that he/she shall not discriminate on the basis of race, color, national origin, age, sex or handicap in the prosecution of this contract

All offerors are required to submit a written certification that they have read, understand and will comply with these requirements.

C. Definitions - The following definitions apply to this contract:

1. "Disadvantaged business" means a small business concern, (a) which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
2. "Small business concern" means a small business as defined pursuant to Section (3) of the Small Business Act, as amended, including all applicable and relevant rules and regulations promulgated pursuant thereto.
3. "Socially and economically disadvantaged individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are:
 - a. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;
 - b. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - c. "Native Americans", which includes persons who are American Indian, Eskimos, Aleuts, or Native Hawaiians;
 - d. "Asian-Pacific Americans" which includes persons whose origins are from Japan, China Taiwan, Korea, Vietnam, Laos, Cambodia, Burma, Thailand, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
 - e. "Asian-Indian Americans", which includes persons who origins are from India, Pakistan and Bangladesh
 - f. Women (of all races); and

- g. "Any other minorities or individuals found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) and 8(d) of the Small Business Act, as amended, (15 U.S.C. 637(a)).

The Contracting Officer shall make a rebuttable prerogative that individuals in the above groups are socially and economically disadvantaged. This prerogative shall be based on criteria set forth in 49 CFR Part 26. The Contracting Officer also may determine, on a case-by-case basis, that individuals who are not members of one of the above groups are socially and economically disadvantaged.

D. Goal

The District Department of Transportation will establish a yearly overall goal for DBE participation. DDOT will institute contract goals only in the event that the overall yearly goal cannot be met utilizing the race neutral method of procurement. While no specific contract goal has been established, offerors are encouraged to utilize DBE firms to perform work on this project.

Specific information from your firm and all firms, both DBE and non-DBE from which quotations were received or discussions were held in conjunction with this solicitation is required . Please provide the information requested with regard to potential DBE and non-DBE firms as requested in the DBE/Subcontractor (DBE and non-DBE) certification form which should be made a part of your response to the request for qualifications.

A complete DBE plan containing a list of the DBE firms to be used on this project will be submitted with the proposal. This list should contain the name and address of each DBE firm, amount of award and area of work to be performed.

Furthermore, offerors are advised that they will be required to provide proof of actual payment to DBE firms utilized on this project by providing cancelled checks for each payment made.

Offerors are advised that each proposed DBE participant must have a valid certification at the time of proposal submission.

E. Good Faith Efforts (If Contract Goals are Found Necessary)

On any project on which contract goals have been established, all offerors who submit proposals shall document steps taken to obtain DBE participation, including, but not limited to, the following listed efforts as well as any others from 49 CFR Part 26, Appendix A - Guidance Concerning Good Faith Efforts and shall make this documentation and other pertinent records available to the Contracting Officer and his representative.

- a. Publishing of advertisements in area newspapers, various trade association publications and minority-oriented publications for at least fifteen (15) days.
- b. Written notification to a reasonable number of specific DBEs soliciting their interest in sufficient time to allow them to respond
- c. Follow-up to determine which DBEs were genuinely interested
- d. Negotiations with DBEs for specific sub bids, including at a minimum:
 - i. The names, addresses and telephone numbers of DBEs with whom negotiations occurred.
 - ii. A description of information provided to solicited DBEs describing plans and specifications for various portions of the project proposed for DBE participation and opportunities provided to the DBE firms for entering into consulting

- agreements. This statement also shall explain what efforts were made to assist firms contacted to obtain necessary technical and financial assistance.
- iii. A statement explaining the lack of additional DBE subconsulting agreements. This statement shall explain the reasons for the DBE exclusions.

This documentation must be made available, upon request, to DDOT, Office of Contracting and Procurement-Civil Rights Division, 2000 - 14th Street, N.W., 6th Floor, Washington, DC 20009.

DBE Directory

Information pertaining to lists of certified DBEs may be obtained by contacting:

DC District Department of Transportation
Office of Contracting and Procurement
Civil Rights Division
2000 14th St. NW 6th Floor
Washington, DC 20009
202/671-2270

28. TAXES:

The Government of the District of Columbia is exempt from, and will not pay, Federal Excise Taxes and DC Sales and Use Tax. BIDDERS MUST EXCLUDE SUCH TAXES, AS WELL AS STATE AND CITY TAXES FROM THEIR BIDS.

29. DEFAULT:

A. The District may, subject to the provisions in Chapter 37 of the D. C. Procurement Regulations, 27 DCMR (July 1988), and paragraph C. below, by written notice of default to the Consultant, terminate the whole or any part of this contract in any of the following circumstances:

1. If the Consultant fails to make satisfactory delivery of the supplies or to satisfactorily perform the services within the time specified herein or any extension thereof; or
2. If the Consultant fails to satisfactorily perform any of the other provisions of this contract, or so fails to make satisfactory progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.
3. If the consultant fails or refuses to go forward with the work in accordance with the directions of the Contracting Officer; or
4. If the Consultant expresses through word or conduct an intention not to complete the work in a timely manner; or
5. If the Consultant fails to perform any of the other provisions of the contract.

B. In the event the District terminates this contract in whole or in part as provided in paragraph A. of this clause, the District may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated, and the Consultant shall be liable to the District for any excess costs of reprocurring said similar supplies or services, provided the Consultant shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

C. The Consultant shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the District or Federal Government in either their sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

D. If this contract is terminated as provided in paragraph A. of this clause, the District, in addition to any other rights provided by applicable law or regulation, may require the Consultant to transfer title and deliver to the District, in the manner and to the extent directed by the Contracting Officer, (1) completed supplies and (2) such partially completed supplies and materials, parts, tools, dies, jig, fixtures, plans, drawings information and contract rights (hereinafter called "manufacturing materials") as the Consultant has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Consultant shall, upon direction of the Contracting Officer, protect and preserve property in the possession of the Consultant in which the District has an interest. Payment for completed supplies delivered to and accepted by the District shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the District and for the protection and preservation of property shall be in an amount agreed upon by the Consultant and Contracting Officer; failure to agree to such amount shall be a dispute concerning within the meaning Of the clause of this contract entitled "DISPUTES". The District may withhold from amounts otherwise due the Consultant for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.

E. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Consultant was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the contract had been terminated for the convenience of the District. The Consultant shall submit a settlement proposal in accordance with Chapter 37 of the D. C. Procurement Regulations, 27 DCMR (July 1988). Failure to agree to, or the amount of, the settlement shall constitute a dispute within the meaning of the clause of this contract entitled "DISPUTES".

F. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, regulation or this contract .

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF TRANSPORTATION**



**OFFICE OF CIVIL RIGHTS
DBE UTILIZATION FORM**

CONTRACT/BID NO: _____ DBE GOAL: _____

PROJECT NAME: _____ CONTRACT TYPE: _____

CONTRACT VALUE: _____ DBE GOAL VALUE: _____

Please check one: Original Plan Modified Plan

I/We, (THE CONTRACTOR) _____ hereby submit the following proposed plan for DBE participation, in keeping with requirements set forth in 49 CFR 26.53. I/We understand and agree that the District Department of Transportation's Office of Civil Rights will review the below information and issue a decision as to approval or denial. **The Notice to Proceed (NTP) will not be issued until this document and all required attachments have been received and approved by the DDOT Office of Civil Rights!**

DBE PLAN			
Name & Address of DBE	Description of Work to be completed by DBE	Estimated Dollar Value of DBE Participation	% of DBE Participation
TOTALS		\$	%

Failure to comply with these directives may prevent/delay the issuance of the NTP for this project.

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function stated in the work description noted for each firm. The undersigned further understands that no changes to the DBE Plan may be made without prior approval from the DDOT Office of Civil Rights.

Contractor

Print Name of Authorized Representative

DATE: _____

Signature of Authorized Representative

APPROVED: _____

DENIED: _____

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF TRANSPORTATION



OFFICE OF CIVIL RIGHTS

DBE Utilization Form Instructions

For more information, please contact the DDOT's Office of Civil Rights.

Contract/Bid No: Enter the Project Number or Solicitation Number

DBE Goal: Enter the DBE Goal noted in the Contract/Solicitation documents

Project Name: Enter the Project Name as it appears on the Contract/Solicitation documents

Contract Type: Enter the Contract Type, i.e., Construction, Design, Construction Management, etc.

Contract Value: Contract Award Amount

DBE Goal Value: Enter the value of the Contract Award Amount multiplied by DBE Goal Percentage

Original or Modified Plan: Indicate whether this is an original DBE Plan or a request for modification due to change in circumstances or as a result of denial of an original plan.

DBE PLAN

Name & Address of DBE: Enter the DBE Name and Address

Description of Work to be completed by DBE: Enter a condensed version of the scope of work to be performed by the DBE. Specify type of work and the percentage of the type of work to be performed by the DBE, i.e., Type: Trucking, Supplies, Materials, Labor or a combination thereof.

Estimated Dollar Value of DBE Participation: Enter the Estimated Contract Value to be awarded to the DBE for the work to be performed. This Contract Value should appear on the Letter of Intent. If the DBE is a supplier, indicate the amount of expenditures allocated for services separate from supplies.

% of DBE Participation: Divide the Contract Value noted on the Letter of Intent by the Contract Value awarded by DDOT to determine the % of DBE participation for each DBE listed.

Totals: Enter the total of the "Estimated Dollar Value of DBE Participation" and "% of DBE Participation" columns.

Print the Contractor Name

Print the Authorized Representative Name

Signature of the Authorized Representative

Date form was signed

Attach a copy of the DBE Certification Letter, DBE Quote to the Contractor and the Letter of Intent for all DBE's listed on the DBE Plan.

For questions or to forward the completed DBE Utilization Form and all required documents for processing, please contact by e-mail: joibelfon-valentine2@dc.gov and/or iberiamiles@dc.gov.