

INSURANCE:

A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance giving evidence of the required coverage prior to beginning work. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the insurance required herein, or the Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

1. Certificate of Insurance Requirement. The policy description on the Certificate of Insurance form shall include the contract number, the contract award date (if available), the contract expiration date (if available), the name of the requesting agency, the name of the contracting officer, a brief description of the work to be performed, the job location, the District as an additional insured, and a waiver of subrogation.
2. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$1,000,000 limits per occurrence; includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.

Commercial General Liability Insurance. If the Contractor is providing insurance for a subcontractor, the Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$1,000,000 limits per occurrence; includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.

3. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned

motor vehicles used in conjunction with the performance of the contract. The policy shall cover the operations performed under the contract with a \$1,000,000 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.

4. Workers' Compensation Insurance.

Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

5. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability insurance as follows: \$1,000,000 per occurrence with the District added as an additional insured.

6. Builder's Risk Insurance. The Contractor shall provide a Builder's Risk policy equal to the replacement cost value of the completed building or other structure, including the building supplies and materials to cover damage to existing facilities at the site, with the District of Columbia named as loss payee. (This policy is not required for contracts involving demolition only.)

Installation Floater Insurance. The Contractor shall provide an Installation Floater policy equal to the replacement cost value of all property being installed under the Contract.

7. Professional Liability Insurance (Architect & Engineers). The Contractor (including but not limited to architects, attorneys, engineers, environmental consultants, and healthcare professionals) shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission caused by the performance of professional services under this Contract.

The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$ 1,000,000 per aggregate for each wrongful act.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work. The policy shall cover the Contractor and its subcontractors of every tier, and shall identify the District as the Project Owner on the policy.

8. Pollution Liability Insurance. The Contractor shall provide a policy to cover costs associated with pollution incidents including, but not limited to, mold, asbestos or lead removal. The policy shall provide a minimum of \$2,000,000 in coverage per occurrence.
 9. Crime Insurance. The Contractor shall provide a policy to cover costs associated with the criminal activities of its employees including, but not limited to, robbery, burglary, larceny, forgery, or embezzlement. The policy shall provide a limit of \$1,000,000 per occurrence for each wrongful act and \$2,000,000 per aggregate for each wrongful act.
- B. **DURATION**. Except as proved in I.5.A.6, the Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.
- C. **CONTRACTOR'S PROPERTY**. Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.
- D. **MEASURE OF PAYMENT**. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- E. **NOTIFICATION**. The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
- F. **CERTIFICATES OF INSURANCE**. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this Insurance Section prior to commencing work. Evidence of insurance shall be submitted to:

Lolisa Simms , CO
Department of Real Estate Services
Contracting and Procurement Division
2000 14th Street, N. W. - 5th Floor
Washington, D. C. 20009
Tel: 202-671-2613
Email: Lolisa.Simms@dc.gov

General Decision Number: DC100004 11/26/2010 DC4

Superseded General Decision Number: DC20080004

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010
2	06/11/2010
3	07/09/2010
4	07/23/2010
5	08/20/2010
6	09/24/2010
7	11/05/2010
8	11/26/2010

ASBE0024-007 10/01/2009

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 30.43	14.43

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

ASBE0024-008 10/01/2009

	Rates	Fringes
ASBESTOS WORKER: HAZARDOUS MATERIAL HANDLER (REMOVAL FROM MECHANICAL SYSTEMS, WHICH WILL NOT BE REPLACED OR SCRAPPED).....	\$ 18.85	7.10

BRDC0001-002 05/03/2010

Rates	Fringes
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BRICKLAYER.....\$ 27.21 7.21

 CARP0132-008 05/01/2010

Rates Fringes

CARPENTER, Includes Drywall
 Hanging, Formsetting, and
 Soft Floor (Carpet)

Installation.....\$ 26.38 7.00
 PILEDRIVERMAN.....\$ 24.48 7.80

 CARP1831-002 04/01/2010

Rates Fringes

MILLWRIGHT.....\$ 27.91 10.90

 ELEC0026-016 06/01/2010

Rates Fringes

ELECTRICIAN, Including HVAC
 Temperature Control

Installation.....\$ 39.02 12.82+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Jr.'s
 Birthday, Inauguration Day, Memorial Day, Fourth of July,
 Labor Day, Veterans Day, Thanksgiving Day, the day after
 Thanksgiving and Christmas Day or days designated as legal
 holidays by the Federal Government.

 ELEC0026-017 09/01/2008

Rates Fringes

ELECTRICIAN: COMMUNICATION

TECHNICIAN.....\$ 24.25 3%+6.87

SCOPE OF WORK: Includes low voltage construction,
 installation, maintenance and removal of teledata
 facilities (voice, data and video) including outside plant,
 telephone and data inside wire, interconnect, terminal
 equipment, central offices, PABX, fiber optic cable and
 equipment, railroad communications, micro waves, VSAT,
 bypass, CATV, WAN (Wide area networks), LAN (Local area
 networks) and ISDN (Integrated systems digital network).

WORK EXCLUDED: The installation of computer systems in
 industrial applications such as assembly lines, robotics

and computer controller manufacturing systems. The installation of conduit and/or raceways shall be installed by Inside Wiremen. On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway or conduit not greater than 10 feet. Fire alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit. All HVAC control work.

 ELEV0010-001 01/01/2010

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 37.30	20.035+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.

b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

 IRON0005-005 06/01/2009

	Rates	Fringes
IRONWORKER, ORNAMENTAL AND STRUCTURAL.....	\$ 28.83	13.295

 IRON0201-006 05/01/2009

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 25.20	14.33

 LABO0657-015 06/01/2010

	Rates	Fringes
LABORER: Skilled.....	\$ 20.71	5.97

FOOTNOTE: Potmen, power tool operator, small machine operator, signalmen, laser beam operator, waterproofer, open caisson, test pit, underpinnig, pier hole and ditches, ladders and all work associated with lagging that is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipe layers, or tile layers, operators of jackhammers, paving breakers, spaders or any machine that does the same general type of work, carpenter tenders,

scaffold builders, operators of towmasters, scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers and other machines that do the same general type of work, whether powered by air, electric or gasoline, builders of trestle scaffolds over one tier high and sand blasters, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene burners and licensed powdermen, stake jumper, structural demolition.

 MARB0002-004 05/01/2009

	Rates	Fringes
MARBLE/STONE MASON.....	\$ 32.63	12.99

INCLUDING pointing, caulking and cleaning of All types of masonry, brick, stone and cement EXCEPT pointing, caulking, cleaning of existing masonry, brick, stone and cement (restoration work)

 MARB0003-006 05/01/2009

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 26.04	9.09

 MARB0003-007 05/01/2009

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 20.48	8.19

 MARB0003-008 05/01/2009

	Rates	Fringes
TILE SETTER.....	\$ 25.29	9.09

 MARB0003-009 05/01/2009

	Rates	Fringes
TILE FINISHER.....	\$ 20.48	8.19

 PAIN0051-014 06/01/2010

	Rates	Fringes
GLAZIER		

Glazing Contracts \$2 million and under.....	\$ 24.57	8.31
Glazing Contracts over \$2 million.....	\$ 27.29	8.31

 PAIN0051-015 06/01/2010

	Rates	Fringes
PAINTER		
Brush, Roller, Spray and Drywall Finisher.....	\$ 24.64	7.86

 PLAS0891-005 07/01/2009

	Rates	Fringes
PLASTERER.....	\$ 27.00	5.82

 PLAS0891-006 05/01/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 27.15	9.58

 PLAS0891-007 07/01/2009

	Rates	Fringes
FIREPROOFER		
Handler.....	\$ 11.50	3.89
Mixer/Pump.....	\$ 14.00	3.89
Sprayer.....	\$ 19.00	3.89

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

 PLUM0005-008 08/01/2010

	Rates	Fringes
PLUMBER		

Apartment Buildings over 4
 stories (except hotels).....\$ 22.66 9.36+a
 ALL Other Work.....\$ 37.67 14.69+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day
 and the day after Thanksgiving, Christmas Day, New Year's
 Day, Martin Luther King's Birthday, Memorial Day and the
 Fourth of July.

 PLUM0602-008 08/01/2009

	Rates	Fringes
PIPEFITTER, Including HVAC Pipe Installation.....	\$ 36.87	15.47+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's
 Birthday, Memorial Day, Independence Day, Labor Day,
 Veterans' Day, Thanksgiving Day and the day after
 Thanksgiving and Christmas Day.

 ROOF0030-016 05/01/2009

	Rates	Fringes
ROOFER.....	\$ 25.80	8.26

 * SFDC0669-002 04/01/2010

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 29.95	16.85

 SHEE0100-015 07/01/2010

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 35.59	13.01

 SUDC2009-003 05/19/2009

	Rates	Fringes
LABORER: Common or General.....	\$ 13.04	2.80
LABORER: Mason Tender - Cement/Concrete.....	\$ 15.40	2.85

LABORER: Mason Tender for pointing, caulking, cleaning of existing masonry, brick, stone and cement structures (restoration work); excludes pointing, caulking and cleaning of new or replacement masonry, brick, stone and cement.....\$ 11.67

POINTER, CAULKER, CLEANER, Includes pointing, caulking, cleaning of existing masonry, brick, stone and cement structures (restoration work); excludes pointing, caulking, cleaning of new or replacement masonry, brick, stone or cement.....\$ 18.88

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).
Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested

party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION