

**Government of the District of Columbia**  
**Department of Transportation**



Office of the General Counsel

**Via Email**

[bmarshall@judicialwatch.org](mailto:bmarshall@judicialwatch.org)

November 17, 2023

William F. Marshall  
Senior Investigator  
Judicial Watch  
425 Third Street, Suite 800  
Washington, DC 20024

***Re: FOIA Request dated April 30, 2023 – DDOT's Response  
2024-FOIA-01048***

Dear Mr. Marshall:

The District of Columbia Department of Transportation (DDOT) received your District of Columbia Freedom of Information Act (FOIA) request dated April 30, 2023 on May 1, 2023, wherein you requested the following:

1. All budget records, invoices, work orders, authorizations, agreements and contracts involved in repainting the Black Lives Matter logo on Black Lives Matter Plaza in November 2023.

(Date Range for Record Search: From 10/07/2023 to 11/06/2023)

Enclosed are 25 pages of public records held by DDOT that are responsive to your FOIA request. Several pages of these records have been redacted since portions of the documents are exempt from disclosure due to trade secrets. *D.C. Official Code § 2-534(a)(1)(2019)*. The fees regarding this request have been waived.

Please know that, under D.C. Official Code § 2-537 and 1 DCMR 412, you have the right to appeal this request response to the Mayor of the District of Columbia. If you elect to request an administrative review of this response by the Mayor, your appeal must be in writing and contain "Freedom of Information Act Appeal" or "FOIA Appeal" in the

subject line of the letter as well as on the outside of the envelope. The appeal must include (1) a copy of the original request; (2) a copy of any written denial; (3) a statement of the circumstances, reasons, and/or arguments advanced in support of disclosure; and (4) a daytime telephone number, and e-mail and/or U.S. Mail address at which you can be reached. The appeal may be mailed to: Mayor's Office of Legal Counsel, FOIA Appeal, 1350 Pennsylvania Ave, NW, Suite 407, Washington, DC 20004.

Electronic versions of the same information can also be e-mailed to [foia.appeals@dc.gov](mailto:foia.appeals@dc.gov). Further, a copy of all appeal materials must be forwarded to the Freedom of Information Officer of the involved agency or to the agency head of that agency if there is no designated Freedom of Information Officer there. Failure to follow these administrative steps will result in a delay in the processing and commencement of a response to your appeal to the Mayor.

If you have any questions regarding the information in this letter, feel free to contact me at (202) 671-5114 or at [karen.calmeise@dc.gov](mailto:karen.calmeise@dc.gov).

Very truly yours,

A handwritten signature in blue ink that reads "Karen R. Calmeise". The signature is written in a cursive style.

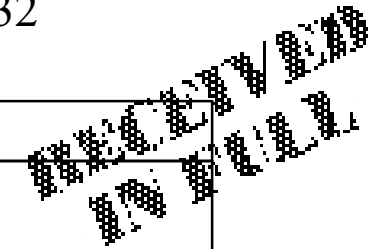
Karen R. Calmeise  
FOIA Officer

Equus Striping  
 603 Raleigh Place SE  
 Washington DC 20032

**Purchase Order**

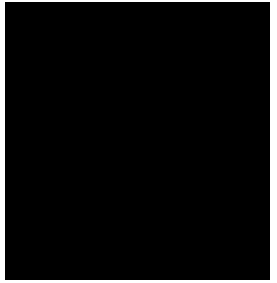
Date	P.O. No.
9/15/2023	BLMRedo2023

Vendor
GAF Attn: Dana Garber 1 Campus Drive Parsippany NJ 07054



Ship To
Equus Striping 1408 Ritchie Marlboro Rd, Unit C10 Captial Heights MD 20743

Item	Description	Qty	Rate	Amount
StreetBond 250 Yel	StreetBond 250 Yellow-BLM (MMA)	185	246.00	
StreetBond 250 Catalyst	StreetBond 250 Catalyst	37	80.00	
Primer	StreetBond Primer (22 Part A or 22 Part B)	44	37.50	
Freight	Shipping (Siplast - \$200 & Walpole - \$200) Flat Rates	1	400.00	
Sales Tax	Sales Tax 6%	1	3,031.20	



Black Lives Matter Plaza Redo

**Total** \$53,551.20

Phone #
888.692.1999



**Proforma**

**GAF #**

**1137602**

**Sold to:**  
**Equus Striping**  
**603 Raleigh Pl SE, 2nd Floor**  
**Washington, DC 20032**

**Purchase Order: BLM Plaza Project**  
**Date: 10/26/23**  
**Ship To:**  
**Equus Striping**  
**1408 Ritchie Marlboro Rd, Unit C10**  
**Capital Heights, MD 20743**

<b>Order #</b>	<b>ORIGIN</b> USA	<b>Payment Terms</b>	<b>Shipped Via</b> LTL	<b>Factory</b> Walpole
				<b>WEIGHT</b> 440 lbs.

<b>Quantity</b>	<b>Description</b>	<b>Product ID</b>	<b>UOM</b>	<b>Unit Price</b>	<b>Amount</b>
22	Concrete Primer QS Part A 1 gallon	890840000	EA		
22	Concrete Primer QS Part B 1 gallon	890841000	EA		
	Shipping				
	Sales Tax - 6%				
<b>TOTAL</b>				<b>USD</b>	<b>\$1,961.00</b>



**We protect  
what matters most™**

Obtained via DC FOIA by Judicial Watch, Inc.

**INVOICE**

Bill To:  
**Equus Striping**  
2108 Washington Overlook Dr  
Fort Washington MD 20744

Sold to: 1137602  
Equus Striping  
2108 Washington Overlook Dr  
Fort Washington MD 20744

Page: 1  
Invoice No: **11713422**  
Invoice Date: 09/29/2023  
Payment Terms: 1% 60 DAYS NET 61  
Discount Date: 11/28/2023  
Due Date: 11/29/2023  
Cust PO No: BLMREDO2023

Order No: 0007265917  
Order Date: 09/19/2023  
Quote No: 389798  
Ship Via: FEDEX FREIGHT LTL Pr  
Ship Date: 09/29/2023  
F.O.B.: Arkadelphia AR  
Car No: —  
Weight: 11695.70  
Freight Terms: PRE\_ADD  
Load ID: 0007265917

\_\_Please Remit To:  
GAF  
P.O. Box 7247-6653  
Philadelphia PA 19170-0001

Ship to: 1137602  
Equus Striping  
1408 Ritchie Marlboro Rd, Unit  
Capitol Heights MD 20743

Line	Product Description	Order Qty	Ship Qty	UOM	Unit Amt	Net Amount
1	8827 SB Pro 250 Custom Color	185.000	185.000	PA		
2	891441000 Pro Catalyst Powder(Box of 10)	37.000	37.000	BX		
3	LTF Less than Truckload Freight	0.000	1.000			
<b>SUBTOTAL:</b>						
TOTAL TAXES:						
<b>TOTAL AMOUNT DUE :</b>						<b>\$51,590.20 USD</b>

Discountable		Non-Discountable:	
If paid by 11/28/2023 you may deduct _____ and pay \$51,120.77 USD			

For Billing Inquiries Contact Colleen Gemma tel 877-423-7663 OPTION 6, 1 or E-Mail Billingteam@gaf.com

**Memo:**

TERMS AND CONDITIONS

1. Deliveries shall be as ordered by Buyer, provided that each order placed by Buyer with GAF Materials LLC ("Seller") hereunder shall be subject to acceptance by Seller as to quantity, delivery and description. Seller reserves the right not to ship in any one month more than a pro-rated amount of the maximum quantity of each item of merchandise covered hereby. Seller also reserves the right not to ship to any customer of Buyer.
2. Seller will deliver the merchandise F.O.B. Seller's place of business. Title to and risk of loss, damage or destruction of or to any of the merchandise will pass to Buyer upon such delivery by Seller. Any stated delivery dates are approximate. Seller will not be liable for any losses, damages, penalties or expenses for failure to meet any delivery date or for failure to perform due to causes beyond the reasonable control of Seller nor shall the carrier be deemed an agent of Seller. In the event of delay caused by such event, the date of delivery shall be extended for a period equal to the time lost. If the merchandise perished while in the custody of the carrier, the Seller shall be deemed to have performed its obligations in full. Delivery of a quantity, which varies from the quantity specified, shall not relieve Buyer of the obligation to accept delivery and pay for the merchandise delivered. Delay in delivery of one installment shall not entitle Buyer to cancel other installments.
3. If Buyer is in default under this or any other contract with Seller, or if Seller at any time shall not be satisfied with Buyer's financial condition, Seller shall have the right, without prejudice to any other legal remedy, to declare all amounts shown on the face of the invoice to be due and payable immediately, to suspend deliveries hereunder until such default or condition is remedied, or to decline to make further deliveries except upon receipt of cash or security satisfactory to Seller, or upon notice to Buyer at any time during the continuation of such default or condition, to treat same as equivalent to a definite refusal by Buyer to perform any further.
4. Buyer shall pay to Seller the amount of any and all taxes, excises, or other charges which Seller may be required to pay to or to collect for any government, national, state or local, upon, or measured by, the production, sale, transportation, delivery or use of the merchandise sold hereunder.
5. Seller shall have the right to increase any or all of the prices stated herein without prior notice to Buyer. Such price or prices shall be paid for all merchandise shipped hereunder on and after the date the increase becomes effective. If Seller desires to increase any price specified herein pursuant to any provision hereof, but is prevented from doing so by any law, government decree, order or regulation, or any court order, judgment or decree, or if any price at any time in effect hereunder is nullified or reduced by reason of any law, government decree, order or regulation, or any court order, judgment or decree, Seller shall have the right to terminate this contract as to such merchandise by giving 30 days prior written notice to Buyer.
6. Neither party shall be liable for delay or failure to perform in whole or part by reason of contingencies beyond its reasonable control, whether herein specifically enumerated or not, including among others, flood, earthquakes, elements of nature or acts of God, acts of war, terrorism, revolution, civil commotion, riot, acts of public enemies, blockade or embargo, delays of carriers, car shortage, fire, explosion, breakdown of plant, failure of sources of supply of labor, raw materials, power or supplies, or excessive cost thereof, contingencies interfering with the production or with customary or usual means of transportation of the merchandise herein described, or with the supply of coal or fuel or any raw material of which sold articles are a product or which may be used in their manufacture, delays of vendors, or, where merchandise covered hereby is not manufactured by Seller, then lack of failure of sources of supply of said merchandise, or by reason of any law, order, proclamation, regulation, ordinance, demand, requisition or requirement or any other act of any governmental authority, national, state, or local, including court orders, judgments, or decrees, or any other cause whatsoever, whether similar or dissimilar to those above enumerated, beyond the reasonable control of the party. Quantities so affected may be eliminated by Seller from this contract without liability. If by reason of any of the foregoing contingencies or of national emergency, the quantities of merchandise covered hereby, or any materials used in the production thereof, reasonably available to Seller shall be less than Seller's total needs for its own use and for sale, Seller may distribute its available supply, among any or all purchasers or Seller's own departments, divisions, or branches, on any basis Seller deems fair and practical, without liability for any failure to perform this contract which may result therefrom.
7. Seller reserves the right to discontinue, without liability hereunder, deliveries of any merchandise, the manufacture, use and/or sale of which, in the opinion of Seller, would infringe any patent now or hereafter issued and under which Seller is not licensed.
8. BUYER ACKNOWLEDGES THAT ITS USE OF THE MERCHANDISE IS AT ITS OWN RISK AND IS INTENDED FOR RESALE IN THE U.S. ONLY. THE MERCHANDISE IS BEING SOLD ON AN "AS IS," "WHERE IS" BASIS WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR CONDITION ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, AND SELLER HEREBY DISCLAIMS ANY AND ALL SUCH WARRANTIES. BUYER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED BY ANY STATEMENTS OR REPRESENTATIONS OF ANY PERSON WITH RESPECT TO THE QUALITY OR CONDITION OF THE MERCHANDISE AND THAT NO SUCH STATEMENTS OR REPRESENTATIONS HAVE BEEN MADE. FURTHERMORE, SELLER MAKES NO WARRANTY REGARDING THE USE, OR THE RESULTS TO BE OBTAINED FROM THE USE, OF THE MERCHANDISE. BUYER'S SOLE AND EXCLUSIVE REMEDY ARISING OUT OF OR RELATED TO THIS CONTRACT OR THE TRANSACTIONS IT CONTEMPLATES, REGARDLESS OF THE THEORY ON WHICH A CLAIM MAY BE BASED, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, CONTRACT, BREACH OF WARRANTY, STRICT PRODUCT LIABILITY OR MISREPRESENTATION, IS THE PURCHASE PRICE STATED ON THE FRONT OF THE INVOICE IN RESPECT OF WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING LOST PROFITS) ARISING OUT OF OR RELATED TO THIS CONTRACT OR THE TRANSACTIONS IT CONTEMPLATES, REGARDLESS OF THE THEORY ON WHICH A CLAIM MAY BE BASED, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, CONTRACT, BREACH OF WARRANTY, STRICT PRODUCT LIABILITY OR MISREPRESENTATION, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. BUYER'S FAILURE TO GIVE WRITTEN NOTICE OF ANY CLAIM WITHIN SIXTY (60) DAYS AFTER DELIVERY OF THE MERCHANDISE SHALL CONSTITUTE AN UNQUALIFIED ACCEPTANCE OF THE MERCHANDISE AND WAIVER BY BUYER OF ALL CLAIMS WITH RESPECT THERETO.
9. This document sets forth the entire understanding of the parties and supersedes (a) all prior or contemporaneous understandings, negotiations, representations, whether oral or written, and dealings between the parties with respect to the purchase and sale of the merchandise covered herein; and (b) any terms and conditions contained in your order. Any modification to this contract will not be effective unless contained in a writing signed by Seller and Buyer. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN YOUR ORDER, THIS ACCEPTANCE IS EXPRESSLY CONDITIONAL ON YOUR ASSENT TO THE ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS SET FORTH HEREIN. IF THESE TERMS AND CONDITIONS ARE NOT ACCEPTABLE, YOU SHOULD NOTIFY US AT ONCE.
10. This contract is not assignable by Buyer, in whole or part, except with the prior written consent of Seller.
11. If any provision of this contract shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
12. The validity, interpretation, performance and enforcement of this contract and any disputes arising from or in connection with the contract or any transaction contemplated thereunder, whether in contract, tort or other legal theory, shall be governed by the laws of the State of New York, without giving effect to its conflict of laws provisions. The parties expressly exclude the application of the *United Nations Convention on Contracts for the International Sale of Goods (1980)*. BUYER HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE BOROUGH OF MANHATTAN, CITY OF NEW YORK. NOTWITHSTANDING ANYTHING TO THE CONTRARY, AND REGARDLESS OF THE CLAIMS INVOLVED, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ITS RIGHT TO A JURY TRIAL.

PeopleSoft BI  
Obtained via DC FOIA by Judicial Watch, Inc.  
INVOICE PRINT SUMMARY - SELECTED BILLS

Report ID: BIIVCPN  
Report Action: INVOICE

Page No. 1  
Run Date 10/03/2023  
Run Time 03:24:56

<u>Business Unit</u>	<u>Number of Bills</u>	<u>Total Invoice Amount</u>	<u>Currency</u>
00140	1	51,590.20	USD

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Total number of bills printed: 1

**Government of the District of Columbia**  
**Department of Transportation**



**CHANGE ORDER CHECKLIST**

**Contract No: DCKA-2018-C-0030**

**Contract Name: Local Citywide Pavement Restoration**

**Contractor: Fort Myer Construction Corp.**

**Original Contract Amount: \$78,676,033.04**

**Modification No: 013**

<b>DESCRIPTION</b>	<b>SECTION</b>
Modification Document	A
Specification and Special Provision	B
Justification	C
Record of Negotiation	D
Engineer Estimate	E
Contractor's Proposal	F



# SECTION A

<b>AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT</b>		1. Contract Number <b>DCKA-2018-C-0030</b>		Page of Pages 1   1	
2. Amendment/Modification Number <b>Change Order 013</b>		3. Effective Date See box 18C		4. Requisition/Purchase Request No.	
6. Issued by: <b>District Department of Transportation Office of Contracting and Procurement 250 M Street, SE, 7<sup>th</sup> Floor Washington, DC 20003</b>		Code		7. Administered by (If other than line 6)	
8. Name and Address of Contractor (No. street, city, county, state and zip code) <b>Fort Myer Construction Corp. 2237 33<sup>rd</sup> St., NE Washington DC 20018</b>		Code		9A. Amendment of Solicitation No.	
		Facility		9B. Dated (See Item 11)	
				10A. Modification of Contract/Order No. DCKA-2018-C-0030	
				10B. Dated (See Item 13)	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<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 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 _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required):					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14</b>					
A. This change order is issued pursuant to (Specify Authority): 27 DCMR Chapter 36 The changes set forth in Item 14 are made in the contract/order no. in item 10A. 27 DCMR Section 3601					
x B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.					
C. This supplemental agreement is entered pursuant to authority of:					
D. Other (Specify type of modification and authority)					
<b>E. IMPORTANT:</b> 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.) <b>Add 12 new pay items to the Schedule of Items for each of the Option Years 3 and 4, and identified as Labor and Material, as described in detail on Attachment A of this Modification.</b> <i>The cost of the new item being added in each of the referenced option years shall be offset by a corresponding reduction in the quantities of some existing pay items in each of those option years, which are also described in detail on attachment A of this modification, for a net increase in contract cost of zero dollars (\$0.00).</i>					
Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.					
15A. Name and Title of Signer (Type or print)  Jose Rodrigues, President FMCC			16A Approved:  Jaswant Matharu Project Manager Asset Management Division		
15B.  (Signature)		15C Date signed		16B.  (Signature)	
17A Recommended:  Eloka Kingsley Achebe, PhD, PE, PMP Deputy Program Manager Asset Management Division			18A Approved:  Louis Brown, Contracting Officer		
17B  (signature)		17C Date signed		18B District of Columbia  (Signature)	
			18C Date signed		



## ATTACHMENT A

**Contract No. DCKA-2018-B-0030**  
**Change Order No. 013**

### New Bid Items - Option Years 3 and 4

Line Item	Pay Item Code	DESCRIPTION	Quantity	Unit	Unit Price	Cost	Total
	901001	FOREMAN	160	HR			
	901003	Operator	160	HR			
	901005	LABORER	160	HR			
	901007	CARPENTER	160	HR			
	901009	MASON	160	HR			
	903011	BACKHOE / LOADER	160	HR			
	903013	PORTABLE AIR COMPRESSOR	160	HR			
	903015	Bob Cat	160	HR			
	903017	DUMP TRUCK	160	HR			
	903019	Pick-up Truck	160	HR			
	903021	Service Truck	160	HR			
	903023	Miscellaneous Material	TBD	LS			

<b>Total</b>	<b>\$217,680.00</b>
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#### Underutilized Bid Items - Option Year 3

Line Number	Pay Item Code	Item Description	Authorized Quantity	Unit	Contract Unit Price	Authorized Amount	Quantity Adjustment This CO	Adjustment Unit Price	Adjustment Amount
835	616059	PREFORMED HIGH CONTRAST TAPE, 6 INCH	5000	LF	\$		5000.00	\$	
840		PREFORMED HIGH CONTRAST TAPE, 12 INCH	2500	LF	\$		2500.00	\$	
985		PCC BUS STOP PAD	250	CY	\$		66.46	\$	
<b>Total Reduction</b>									<b>\$ 217,680.00</b>
<b>Change Order Total</b>									<b>\$0.00</b>

#### Underutilized Bid Items - Option Year 4

Line Number	Pay Item Code	Item Description	Authorized Quantity	Unit	Contract Unit Price	Authorized Amount	Quantity Adjustment This CO	Adjustment Unit Price	Adjustment Amount
1110	616059	PREFORMED HIGH CONTRAST TAPE, 6 INCH	5000	LF	\$		5000.00	\$	
115		PREFORMED HIGH CONTRAST TAPE, 12 INCH	2500	LF	\$		2500.00	\$	
		PCC BUS STOP PAD	250	CY	\$		67.56	\$	
<b>Total Reduction</b>									<b>\$ 217,680.00</b>
<b>Change Order Total</b>									<b>\$0.00</b>

# SECTION B



## Change Order No. 013

D.C. Contract No. DCKA-2018-C-0030

### Contract Special Provisions - Labor and Material

#### 1. LABOR:

**FOREMAN, Item 901001**

**OPERATOR, Item 9011003**

**LABORER, Item 901005**

**CARPENTER, Item 901007**

**MASON, Item 9010009**

**(A) GENERAL-**As directed by the Engineer, these pay items shall be used for scheduled non-emergency work and non-scheduled emergency work, when payment for this work is not suitable under other pay items in the contract. Compensation for each laborer, carpenter and mason shall be paid at the contract unit price per hour for the actual hours and fractions of hours worked on the job. The contract unit price shall include full compensation for all work, transportation to and from the job, required supervision, and use of tools. Under no circumstances, shall the Contractor be compensated for travel time to and from the job. The Contractor's attention is directed to the fact that work under these pay items does not constitute force account work. Consequently, the Contractor shall not receive any compensation in the form of an added percentage for overhead and profit.

The quantities for these labor items may be increased or decreased without any adjustment to the contract unit price or the labor items may be deleted entirely from the contract by the Contracting Officer without negotiation. The Contractor shall not be allowed to submit a claim against the Department for any adjustment to the contract unit price, should the labor items be increased, decreased or eliminated entirely.

#### **FOREMAN:**

As directed by the Engineer, the Contractor shall provide a foreman to supervise the activities of all Contractor's personnel during the prosecution of work.

#### **OPERATOR:**

As directed by the Engineer, the Contractor shall furnish operator(s) to operate any equipment during the prosecution of work. As directed by the Engineer, the operator(s) shall perform any tasks not specified under other pay items.

#### **LABORER:**

As directed by the Engineer, the Contractor shall furnish laborer(s) to perform any work not requiring special skills during the prosecution of work. As directed by the Engineer, the laborer(s) shall perform any tasks not specified under other pay items.

**CARPENTER:**

As directed by the Engineer, the Contractor shall furnish carpenter(s) to construct and erect wooden forms and structural parts during the maintenance and repair of bridges, culverts, wingwalls, etc. As directed by the Engineer, the carpenter(s) shall perform any tasks not specified under other pay items.

**MASON:**

As directed by the Engineer, the Contractor shall furnish mason(s) to install or reset sidewalks curbs, repair stone masonry, etc. or other required concrete work. As directed by the Engineer, the mason(s) shall perform any tasks not specified under other pay items.

**(B) MEASURE AND PAYMENT-** The contract unit price for these labor items shall be at the hourly rate for time spent on the project doing actual work and shall not include travel time to and from the job site.

The contract price per hour for all these labor items shall include full payment for testing devices, tools, and incidental equipment necessary to properly carry out the work. Payment will be based on bills submitted, covering all charges for labor, materials, and equipment according to the respective terms of the contract.

The normal workday shall consist of eight (8) hours worked Monday through Friday. All time which is outside these "base" hours will be compensated as overtime. If, under the direction of the Engineer, the Contractor must remain after the hours mentioned above, such time shall be considered overtime. If the Contractor reports as directed by the Engineer, to the job site and completes his work outside of the normal "base" hours, he shall be compensated at a rate of  
1. 5 times the bid price of the respective items.

**2. EQUIPMENT:**

- BACKHOE/ LOADER, Item 903011**
- PORTABLE AIR COMPRESSOR, Item 903013**
- BOB-CAT, Item 903015**
- DUMPTRUCK, Item 903017**
- PICK-UP TRUCK, Item 903019**
- SERVICE TRUCK, Item 903021**

**(A) GENERAL-** It is anticipated that this equipment may be needed to perform work for this contract. These items shall be used at the direction of the Engineer, for scheduled non-emergency work or non-scheduled emergency work, when said work is not suitable for compensation under other pay items in the contract. The Contractor will be reimbursed at the contract unit price, which shall be compensation for the specified equipment including operator and required supervision but shall not include compensation for time required for traveling to or from the location of the assigned work.

The quantities for these items may be increased or decreased without any adjustment to the contract unit price or these items may be deleted entirely from the contract by the Contracting Officer without negotiation. The Contractor shall not be allowed to submit a claim against the Department for any adjustment to the contract unit price, should these items be increased, decreased or eliminated entirely. Appropriate sizes of these pieces of equipment will be agreed upon by the Engineer and the Contractor.

Equipment requirements are as follows:

**BACKHOE/ LOADER:**

**Wheel Type:** Wheel type excavator with one cubic yard front bucket, one yard (maximum) wide backhoe dipper, and various size buckets including trenching bucket or grading bucket. The equipment will comply with Case 780D, John Deere 710, Ford 755B, or equal. When deemed necessary by the Engineer, a Bobcat shall be used.

**Track Mounted:** Track mounted type excavator may be required for use in areas not accessible to wheel type excavators. Track mounted type excavator with one yard (maximum) wide bucket and various size buckets including trenching bucket. The equipment will comply with Case 9010, John Deere 490, or equal.

**PORTABLE AIR COMPRESSOR:**

Tow-behind compressor capable of producing 185 CFM, 100 psi, and including all necessary pavement breakers, suitable size hose (100 feet minimum), and other air driven tools as required. Equipment will comply with Ingersoll-Rand P 185 WJD, Gardner-Denver 185, Leroi 185, or equal.

**DUMP TRUCK:**

The dump truck shall be a late model vehicle in good condition. The vehicle body shall be in good condition of such a size to perform the work required up to and including G.V.W. 60,000 lbs. The body shall be equipped with a minimum of two gated openings for dispensing material through the tailgate. When deemed necessary by the Engineer, a service truck shall be used.

**MEASURE AND PAYMENT-** Payment for these equipment items will be at the contract unit price per hour which will include full compensation for the specified equipment, operator, all fuel, transportation and incidentals needed to satisfactorily complete the work.

**2. MISCELLANEOUS MATERIAL:**

As directed by the Engineer, these materials or parts shall be used for scheduled non-emergency work or non-scheduled emergency work, when payment for these materials or parts are not suitable under other pay items in the contract. This is a non-bid item.

These materials or parts will be provided as follows:

The Department reserves the right to provide any required materials or parts for which there is no pay item.

In the event that materials or parts are not provided by the Department, the Contractor will be paid its actual cost-plus 15 percent for materials or parts supplied by contractor and incorporated into the work. The Contractor shall submit copies of paid invoices or bills indicating prices paid to suppliers for materials or parts actually used in this contract. Payment will be made through the materials allowance established for this contract. However, no materials or parts shall be ordered until approved by the Engineer and competitive prices may be required if directed by the Engineer.

# SECTION C



**Government of the District of Columbia**  
**Department of Transportation**



**DCKA-2018-C-0030**

**LOCAL CITYWIDE PAVEMENT RESTORATION**

**Change Order No. 013**

**JUSTIFICATION**

This change order for Labor and Material pay items to be used when payment for the work is not suitable under the items in the **Citywide Local Pavement Restoration contract**.

The following item should be added to the contract because they were not included in the original.

- Foreman
- Operator
- Laborer
- Carpenter
- Mason
- Backhoe/Loader
- Portable Air Compressor
- Dump Truck
- Bobcat
- Service Truck
- Pick-up Truck
- Material

*This is a zero (no cost) change order that will not increase the contract value.*

*The quantity of the following contract item reduced to cover the cost of the above added items. For detailed reduction in items check Section A (Attachment A).*

# SECTION D

**Government of the District of Columbia**  
**Department of Transportation**



**MEMORANDUM OF NEGOTIATIONS**  
**(FINDINGS OF FACT)**

**CONTRACT NO:** DCKA-2018-C- 0030

**CHANGE ORDER NO:** 013

**DATE:** April 13, 2023

1. **DESCRIPTION OF PROJECT:** BLM Plaza - LOCAL CITYWIDE PAVEMENT RESTORATION
2. **NATURE OF PROPOSED REVISION:** See Page No. 1
3. **REASON FOR PROPOSED REVISION:** See Justification

Description of Item	FMCC Proposal	FMCC Proposal	Engineer Estimate	Negotiated Amount
	Hourly Rate	Adjusted Hourly Rate	Hourly Rate	Hourly Rate
FOREMAN				
OPERATOR				
LABORER				
CARPENTER				
MASON				
BACKHOE / LOADER				
PORTABLE AIR COMPRESSOR				
BOBCAT				
DUMP TRUCK				
PICK-UP TRUCK				
SERVICE TRUCK				

**DDOT Representative: on 04/13/2023**

Dr. Eloka Kingsley Achebe, PhD, PE, PMP (Deputy Program Manager/DDOT)

Mr. Jaswant Matharu, (Project Manager-Local Paving/DDOT)

Mr. Ghaiyath Naanou, (Resident Engineer-Local Paving/DDOT)

**Contractor Representative:**

Mr. Alejandro Saavedra (Project Manager/FMCC)

**REMARKS:** The hourly rates submitted by the contractor on March 9, 2023 were rejected. After negotiation, the contractor submitted lower hourly rates and were accepted on April 13, 2023.

# SECTION E

**Government of the District of Columbia**  
**Department of Transportation**



**Engineer Estimate**

**CONTRACT NO: DCKA-2018-C-0030**

**LOCAL CITYWIDE PAVEMENT RESTORATION**

**Labor and Equipment Rate**

Description of Item	Local citywide utility paving	NHS Pavement Restoration Citywide	Engineer Estimate
	Average Hourly Rate	Average Hourly Rate	
Foreman			
Operator			
Laborer			
Carpenter			
Mason			
Backhoe/Loader			
Portable Air Compressor			
Bobcat			
Dump Truck			
Service Truck			
Pick-up Truck			
Arrow Board			

**Note:**

The Hourly Rates are compared to the Hourly Rate that included in other DDOT contracts.

# SECTION F



**FORT MYER CONSTRUCTION CORPORATION**

*Building the American Dream for DC, Maryland, and Virginia*

2237 33<sup>rd</sup> Street, NE • Washington, DC • 20018 | p: 202.636.9535 | f: 202.526.8572

March 9, 2023

To: District Department of Transportation  
250 M ST SE  
Washington, DC 20003

Attn: Jaswant Matharu  
202.369.0572  
Jaswant.Matharu@dc.gov

Contract: DCKA-2018-C-0030

Re: PCO-013: T&M Items

**Description of Work:**

Performing Saw Cut and Seal at base joints after road resurfacing. Also, installation of color paint on asphalt roadways.

Description	Unit	QTY	Unit Cost	COST
<b>OPTION YEAR 3</b>				
Foreman	HR	160.00		
Operator	HR	160.00		
Laborer	HR	160.00		
Carpenter	HR	160.00		
Mason	HR	160.00		
Backhoe/Loader	HR	160.00		
Portable Air Compressor	HR	160.00		
3 to 12 Inch Pump	HR	160.00		
Dump Truck	HR	160.00		
			<b>GRAND TOTAL:</b>	<b>\$118,720.00</b>







**FORT MYER CONSTRUCTION CORPORATION**

*Building the American Dream for DC, Maryland, and Virginia*

2237 33<sup>rd</sup> Street, NE • Washington, DC • 20018 | p: 202.636.9535 | f: 202.526.8572

April 13, 2023

To: District Department of Transportation  
250 M ST SE  
Washington, DC 20003

Attn: Jaswant Matharu  
202.369.0572  
Jaswant.Matharu@dc.gov

Contract: DCKA-2018-C-0030

Re: PCO-013: T&M Items

**Description of Work:**

Pay Item Code	DESCRIPTION	Quantity	Unit	Unit Price	Total
901001	FOREMAN	160	HR		\$ 18,400.00
901003	Operator	160	HR		\$ 11,360.00
901005	LABORER	160	HR		\$ 9,760.00
901007	CARPENTER	160	HR		\$ 11,200.00
901009	MASON	160	HR		\$ 9,760.00
903011	BACKHOE / LOADER	160	HR		\$ 16,560.00
903013	PORTABLE AIR COMPRESSOR	160	HR		\$ 10,240.00
903015	Bob Cat	160	HR		\$ 5,280.00
903017	DUMP TRUCK	160	HR		\$ 14,560.00
903019	Pick-up Truck	160	HR		\$ 3,040.00
903021	Service Truck	160	HR		\$ 7,520.00
903023	Material				

**GENERAL INFORMATION:**

- 100% CBE Participation

**NOTES:**

- Not used

**QUALIFICATIONS:**

1. Our proposal is based on the assumption that all work will be scheduled when weather conditions permit efficient use of manpower and equipment.
2. Our proposal is predicated on a mutually agreed to schedule.
3. Our proposal is based on having unrestricted access and egress to our work area during our working hours without interference to our production and progress.
4. Our price is valid for 30 days.
5. Our proposal is based on normal working hours from 7 AM to 5 PM.
6. This is a package proposal. Breakouts are provided as reference only.

**EXCLUSIONS:**

1. Providing or paying for permits, testing, inspections, fees, and bonds.
2. Engineering, layout, cut sheets, and as-built drawings.
3. Builder's risk insurance, railroad insurance.
4. Waterproofing, protection board, or protection of waterproofing.
5. Sediment and erosion control.
6. Unforeseen or unknown site conditions.
7. Landscaping (temporary or permanent).
8. Tree removal and planting.
9. Mulching.
10. Fencing (temporary or permanent).
11. Site furnishings, except as required for our work.
12. Structural concrete.
13. Dry utility trades.
14. Wet utility trades.
15. Mechanical, electrical, and plumbing trades.
16. Removal of temporary tape.

**TERMS OF PAYMENT**

Fort Myer shall be entitled to remittance of progress payments and final payment in the amount of 100% of the Contract value of the work in place within THIRTY (30) days of receipt of Fort Myer's invoice. Payment shall be conditioned solely on the satisfactory performance of the work by Fort Myer.

**STANDARD PROVISIONS**

- a. All material is guaranteed to be as specified, and all work shall be completed in a workmanlike manner according to standard practices.

- b. The contractor shall not be responsible for damage or delay due to the strikes, fires, accidents, delays in transportation, or by any other causes beyond its reasonable control, in any event for consequential damages.
- c. No back charge of any nature shall be charged to the Contractor without the Contractor's written consent.
- d. If this agreement is based on unit prices, any quantities and amounts mentioned are approximate only and may increase or decrease at the same unit price.
- e. If any payment is not made to the Contractor when due, the Contractor may terminate this contract and recover from you payment for all work done and any reasonable profits and damages. If your account is delinquent, and the matter is placed with attorneys for collection, the Contractor will be entitled to all attorneys' fees incurred, amounting to a minimum of TWENTY percent (20%) of the balance due to the Contractor, including interest on all such amounts at ONE percent (1%) per month.

This Proposal is not a contract and shall become binding only upon the Contractor's acceptance hereof as noted below, or upon the Contractor's commencing performance. Upon such acceptance or commencement of performance, this shall constitute the entire contract and be binding upon the parties hereto, there being no representations, covenants, stipulations or other agreements, written or oral, except as herein set forth.

Respectfully submitted by,  
Fort Myer Construction Corporation

/S/

Alejandro Saavedra  
202.636.9535 (2307)

ACCEPTANCE:

The above proposal is hereby accepted this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

X \_\_\_\_\_ X \_\_\_\_\_  
By ( Name and Title ) Individual / corporate guarantor of payments

<p><u>CONTRACTOR'S ACCEPTANCE:</u></p> <p>Accepted this _____ day of _____ 2020.</p> <p style="text-align: right;">_____ Fort Myer Construction Corporation By:</p>
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