

588 “(a) An estimate of costs shall be prepared by the contracting officer for each proposed
589 contract, contract modification, or change order to be issued in connection with a construction
590 project and anticipated to exceed \$100,000 dollars.

591 “(b) The estimate shall be prepared in detail, as though the District were competing for
592 the contract, and shall not be based solely on the estimates or actual costs of similar construction
593 projects.

594 “(c) The estimate shall be made available to the contracting officer for use in preparation
595 of the contract solicitation and in the determination of price reasonableness in awarding a
596 contract.

597 “(d) Access to materials gathered or created for the estimate, and the overall amount of
598 the estimate, shall be limited to District personnel or agents of the District whose official duties
599 require knowledge regarding the estimate. These materials and the overall amount of the
600 estimate shall not be disclosed, except as otherwise permitted by law.”

601 (m) A new section 606 is added to read as follows:

602 “Sec. 606. Use of project labor agreements for construction projects

603 “(a) The Mayor shall require, as part of a solicitation for a construction contract pursuant
604 to this title, that every contractor and subcontractor that will engage in the construction project
605 agree to negotiate or become a party to a project labor agreement, for that project, with one or
606 more labor organizations if:

607 “(1) Use of a project labor agreement will advance the District’s interest
608 producing labor-management stability, and ensuring compliance with laws and regulations
609 governing safety and health, equal employment opportunity, labor and employment standards,
610 and other matters;

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“(2) The project will require multiple construction contractors and/or subcontractors employing workers in multiple crafts or trades; and

“(3) The total cost, not including ongoing operations and maintenance, of the contract to the District is anticipated to be ~~\$50~~ \$75 million or more.

“(b) A project labor agreement agreed to pursuant to subsection (a) shall:

“(1) Bind all contractors and subcontractors engaged in construction on the construction project to comply with the project labor agreement;

“(2) Contain guarantees against strikes, lockouts, and similar job disruptions;

“(3) Set forth effective, prompt, and mutually binding procedures for resolving labor disputes arising during the term of the project labor agreement;

“(4) Provide other mechanisms for labor-management cooperation on matters of mutual interest and concern, including productivity, quality of work, safety, and health; and

“(5) Include any additional requirements that the CPO deems necessary to promote the District’s interest.

“(c) The Mayor may waive the requirements of this section by issuing a determination and findings, posted on the internet for at least 10 calendar days before advertising the solicitation, that:

“(1) A project does not meet the criteria set forth in subsection (a); or

“(2) A project labor agreement would be contrary to the interests of the District.”.

(n) Section 702(b) is amended to read as follows:

“(b) The CPO may:

“(1) Reduce the amount of performance and payment bonds for construction contracts to 50% of the amounts established in subsection (a) of this section;