

Attachment J.1.2

Government of the District of Columbia

STANDARD CONTRACT PROVISIONS

For Use With
Specifications for
District of Columbia Government
Construction Projects
(Revised January 2007)



PLEASE RETAIN FOR YOUR REFERENCE

INDEX

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(Construction)

ARTICLE 1. QUALIFICATIONS OF BIDDERS—Bidders shall have the capability to perform classes of work contemplated, have the necessary plant and sufficient capital to execute the work properly within specified time.

Any Bidder who has not performed comparable work for the District within the last 5 years shall submit, at the Contracting Officer's discretion, a certified statement of his organization, plant, manpower, financial resources, and construction experience that he considers will qualify him for proposed contract. This information shall be certified by a Certified Public Accountant for contracts over \$25,000 and submitted on the AGC Form "Standard Questionnaires and Financial Statement for Bidders", obtainable from the Associated General Contractors of America, Inc., at 1957 "B" Street, N. W., Washington, D. C., 20008, or on an approved equivalent form. This requirement is not needed if the bidder has submitted such a statement to the District within a year prior to bid opening date, but will be required if bidder has previously submitted such a statement under one company name or organization or joint venture and is now bidding under another company name or organization or joint venture. A certified statement of prequalification approval by another jurisdiction may be considered as an alternative to foregoing procedure. A bidder shall submit a supplemental statement if requested by the District.

ARTICLE 2. BID DOCUMENTS—The Specifications (including all documents referenced therein and all documents attached thereto), drawings and addenda which form the basis of any bid shall be considered as part thereof and will form part of the bid. Copies of these documents will be furnished to or made available for the inspection of prospective bidders by that office indicated in the advertisement or invitation.

ARTICLE 3. EXAMINATION OF BID DOCUMENTS AND SITE OF WORK—Each Bidder shall carefully examine the site of the proposed work and the bid documents and fully acquaint himself with conditions relating to construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work under the bid documents, and he shall judge for and satisfy himself as to conditions to be encountered affecting the character, quality and quantity of the work to be performed and materials to be furnished and to the requirements of the bid documents. Failure to do so will be at the Bidder's own risk and shall not relieve him from any obligation under his bid or contract.

ARTICLE 4. PREPARATION FOR BIDS—The bid form furnished in the bid proposal and specifications shall be used in strict compliance with the requirements of the Invitation and Supplemental Instructions to Bidders in the specifications. Special care shall be exercised in the preparation of bids. Bidders must make their own estimates of the facilities and difficulties to be anticipated upon execution of the contract, including local conditions, uncertainty of weather and all other contingencies. All designations and prices shall be fully and clearly set forth in the bid submission. ALL PRICES SHALL BE INSERTED IN FIGURES TYPED OR PRINTED LEGIBLY ON THE BID FORM. All corrections on the bid documents must be initialed by the person signing the bid form.

ARTICLE 5. ERROR IN BIDS—Bidders or their authorized agents are expected to examine all bid documents and any addenda thereto, and all other instructions pertaining to the work which will be open to their inspection. Failure to do so will be at the bidder's own risk, and will not constitute reason for relief on plea of error in the bid. IN CASE OF ERROR IN THE EXTENSION OF PRICES IN THE BID, UNIT PRICES WILL GOVERN.

The bidder must submit his plea of error in writing to the Contracting Officer and must be prepared to document and prove his error.

ARTICLE 6. LABOR AND MATERIAL NOT FURNISHED BY DISTRICT—The District will not furnish any labor, material or supplies unless a provision to do so is included in the contract documents.

ARTICLE 7. ADDENDA AND INTERPRETATIONS—No oral interpretations of the meaning of the drawings, specifications or other bid documents will be made to any bidder. Verbal clarification will not be binding on the District. All requests must be in writing and addressed to the Contracting Officer responsible for administering the contract. Requests for interpretations of bid documents must be received by the Contracting Officer not later than 10 days prior to bid opening date. All changes to the bid documents will be made by addenda mailed to all prospective bidders, who have obtained copies of the bid documents, not later than 7 days before bid opening date. In case of discrepancy among addenda, a later dated addendum has priority over earlier dated addenda. It shall be the bidder's responsibility to make inquiry as to any or all addenda issued, and failure of any prospective bidder to receive any such addenda issued by the Contracting Officer shall not relieve the bidder from any obligation under his bid as submitted. Bidders must acknowledge receipt of all addenda on the Bid Form; failure to do so may result in rejection of bid.. All addenda issued shall become part of the bid and contract documents. -

ARTICLE 8. ALTERNATE BIDS—Alternate bids will not be considered unless called for in the Bid Form.

ARTICLE 9. BIDS FOR ALL OR PART—Where bids are not qualified by specific limitations, the District reserves the right to award all or any of the items according to its best interests.

ARTICLE 10. PRICE SCHEDULE INTERPRETATION—Quantities appearing in the Price Schedule are approximate only and are prepared for the comparison of bids. Payment will be made only for actual material requirements accepted and for work performed and accepted. Schedule quantities may be increased., decreased or omitted and there shall be no adjustment in contract unit prices except as provided, and except for such materials actually purchased or work actually performed prior to notification of the change in items affected.

The price for any item, unless otherwise specified, shall include full compensation for all materials, tests, samples, manufacturers' guaranties, tools, equipment, labor and incidental work needed to complete specified items. Prices without exception shall be net, not subject to discount, and shall include all royalties and costs arising from patents, proprietary items, trademarks and copyrights.

ARTICLE 11. CORRECTIONS—Erasures and other changes in bids must be explained or noted over the signature of the bidder.

ARTICLE 12. BOND REQUIREMENTS

- A. BID GUARANTY**—On all bids of \$100,000.00 or more, security is required to insure the execution of the contract. No bid will be considered unless it is so guaranteed. Each bidder must furnish with his bid either a Bid Bond (Form No. DC 2640-5), with good and sufficient sureties, a certified check payable to the order of the Treasurer of the District of Columbia (uncertified check will not be accepted), negotiable United States bonds (at par value), or an irrevocable letter of credit in an amount not less than five percent (5%) of the amount of his bid, as a guaranty that he Will not withdraw said bid within the period specified therein after the opening of the same; or, if no period be specified, within ninety (90) days after said opening, and will, within the period specified therefore, or, if no period be specified, within ten (10) days, after the prescribed forms are forwarded to him for execution (or within any extension of time which may be granted by the officer to whom the bid was addressed) execute and deliver a written contract on the standard District form in accordance with bid as accepted and give bond with good and sufficient sureties, as specified below for the faithful performance and proper fulfillment of such contract and payment of laborers and material men as required by law or, in the event of the withdrawal of said bid within the period above stated, or the failure to enter into such contract and give such bond within the time above stated, that he will pay to the District the difference between the amount specified in said bid and the amount for which the District may procure the required work, if the latter amount be in excess of the former.

In case security is in the form of a certified check or United States bonds, the District may make such disposition of the same as will accomplish the purpose for which

submitted. Certified checks may be held uncollected at the bidder's risk. Certified checks and United States bonds will be returned to the unsuccessful bidders after award of contract and to successful bidders after the signing of prescribed forms of contract and bonds. Guaranty bonds will be returned only upon written application.

B. PERFORMANCE BOND—For any construction contract exceeding \$100,000.00, a Performance Bond (Form No. DC 2640-7) shall be required in a penal amount equal to one hundred percent (100%) of the contract price at time of award. Additional performance bond protection shall be required in connection with any modification effecting an increase in price under any contract for which a bond is required pursuant to the above if:

1. The modification is for new or additional work which is beyond the scope of the existing contract; or,
2. The modification is pursuant to an existing provision of the contract and is expected to increase the contract price by \$50,000 or twenty-five percent (25%) of the original total contract price, whichever is less.

The penal amount of the bond protection shall be increased so that the total performance bond protection is one hundred percent (100%) of the contract price as revised by both the modification requiring such additional protection and the aggregate of any previous modification. The increased penal amount may be secured either by increasing the bond protection provided by existing surety or sureties or by obtaining an additional performance bond from a new surety.

C. PAYMENT BOND— In accordance with the provisions of Section 504(b) of the District of Columbia Procurement Practices Act of 1985, payment bonds shall be required in an amount not less than fifty percent (50%) of the total amount payable by the terms of the contract.

Additional payment protection shall be required in connection with any notification effecting an increase in price under any contract for which a bond is required pursuant to the above if —

1. The modification is for new or additional work which is beyond the scope of the existing contract; or
2. The modification is pursuant to an existing provision of the contract and is expected to increase the contract price by \$50,000 or twenty-five percent (25%) of the original total contract price, whichever is less.

The penal amount of the additional bond protection shall generally be such that the total payment bond protection is fifty percent (50%) of the contract price as revised by both the modification requiring such additional protection, and the aggregate of any previous modifications. The additional protection may be secured either by increasing the bond protection provided by the existing surety or sureties or by obtaining an additional payment bond from a new surety.

D. BOND SOURCE—The bonds may be obtained from any surety company authorized by the U.S. Treasury Department as acceptable sureties on Federal Bonds and authorized to transact business in the District of Columbia by the Director, Department of Insurance, Securities and Banking.

ARTICLE 13. SIGNATURE TO BIDS—Each bid must show the full business address of the bidder and be signed by him with his usual signature. Bids by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the name of the corporation, followed by the signature and

designation of the President or Vice President and attested by the Secretary of the corporation or other persons authorized to bind the corporation and the corporate seal affixed thereto. If bid is signed by other than the President or Vice President, evidence of authority to so sign must be furnished in the form of an extract of minutes of a meeting of the Board of Directors or extract of bylaws certified by the Corporate Secretary and corporate seal affixed thereto. The names of all persons signing shall be typed or printed below the signatures. A bid by a person who affixes to his signature the word "President", "Vice President", "Secretary", "Agent", or other designation, without disclosing his principal, may be held personally to the bid. Bids submitted by a joint venture must be signed by all authorized parties to the joint venture.

ARTICLE 14. MARKING AND MAILING BIDS—Bids, addenda acknowledgment, and bid guaranty must be securely sealed in suitable envelopes, addressed and marked on the outside with the name of the bidder, invitation number and date of opening.

ARTICLE 15. RECEIVING BIDS, MODIFICATIONS OR WITHDRAWALS—Bids received prior to the time set for opening will be securely kept unopened. The officer whose duty it is to open them will decide when the specified time has arrived and no bid received thereafter will be considered unless: (1) they are sent by registered mail or by certified mail for which an official dated post office stamp (postmark) on the original Receipt for Certified Mail has been obtained and it is determined by the District that the late receipt was due solely to delay in the mails for which the bidder was not responsible; or (2) if submitted by mail (or by telegram if authorized by the Contracting Officer), it is determined by the District that the late receipt was due solely to mishandling by the District after receipt at the District agency: Provided, that timely receipt at such agency is established upon examination of an appropriate date or time stamp or other documentary evidence of receipt within the control of such agency.

Bidders using certified mail are cautioned to obtain a receipt for certified mail showing legible, dated postmark and to retain such receipt against the chance that it will be required as evidence that a late bid was timely mailed. The only evidence acceptable in this matter is as follows: (1) where the Receipt of Certified Mail identifies the post office station of mailing, evidence furnished by the bidder which establishes, that the business day of the station ended at an earlier time, in which case the time of mailing shall be deemed to be last minute of the business day; or (2) an entry in ink on the Receipt for Certified Mail showing the time of mailing and the initials of postal employee receiving the item and making the entry, with appropriate written verification of such entry from the post office station of mailing, in which case the time of mailing, shall be the time shown in the entry. If the postmark on the original Receipt for Certified Mail does not show a date, the bid shall not be considered.

The time of mailing of late bids submitted by registered or certified mail shall be deemed to be the last minute of the date shown in the postmark on the registered mail receipt or registered mail wrapper or on the Receipt for Certified Mail unless the bidder furnishes evidence from the post office station of mailing which establishes an earlier time.

No responsibility will attach to the District or any of its officers or employees for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic bids will not be considered, but modifications, by telegram, of bids already submitted will be considered if received prior to the hour set for opening, but should not reveal the amount of the original or revised bid.

ARTICLE 16. WITHDRAWAL OF BIDS—Bids may be withdrawn on written or telegraphic request received from bidders prior to the time fixed for opening, provided the name of the bidder appears on the outside of the envelope containing the bid. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

ARTICLE 17. OPENING OF BIDS—At the time fixed for the opening of bids, their contents will be made public by the Office of Contracting and Procurement for the information of bidders and other properly interested persons.

ARTICLE 18. AWARD OR REJECTION—The Contract will be awarded to the lowest responsible Bidder complying with conditions of the bid documents, provided his bid is reasonable and it is in the best interest of the District to accept it. The Bidder, to whom award is made, will be notified by

the Contracting Officer at the earliest possible date. The District, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the District.

If more than one bid be offered by any one party, by or in the name of his or their clerk, partner, or other person, all such bids may be rejected. This shall not prevent a Bidder from proceeding under Article 8 hereof, nor from quoting different prices on different qualities of material or different conditions of delivery. A supplier or material man who has quoted prices on materials to a Bidder is not thereby disqualified from quoting to other bidders or from submitting a bid directly for the materials or work.

Each Bidder shall submit a bid on all items in the Price Schedule; failure to bid on all items may result in bid rejection.

In addition to requirements for qualification of bidders as set forth in Article 1 hereof, and as determined by the District, proposals will be considered irregular and may be rejected by the Contracting Officer for any of, but not limited to, the following reasons:

- A. Incompetency, inadequate plant or insufficient capital as revealed by Bidder's statement on AGC or equivalent form.
- B. Evidence of collusion.
- C. Uncompleted work which might hinder or prevent proper and prompt execution and completion of work contemplated.
- D. Evidence that Bidder has not adequately considered all aspects of contemplated work.
- E. Failure to settle bills satisfactorily, claims and judgments due for labor and material on Bidder's contracts in force on bid opening date.
- F. Default under previous contracts.
- G. Unacceptable rating as listed on published government lists.
- H. Proposal submission on form other than that form furnished by District, or altered or partially detached form.
- I. Unauthorized additions, deletions, omissions, conditional bids, or irregularities which may make proposal incomplete or ambiguous in meaning.
- J. Failure to acknowledge all addenda issued.
- K. Failure to submit bid in the properly labeled receptacle at that location designated as the Office of Contracting and Procurement, Bid Room, Suite 700, 441 4th St., N.W., Washington, D.C. 20001 and prior to the time set for opening as governed by the Official Clock designated as such in that Bid Room.

ARTICLE 19. CANCELLATION OF AWARDS—The right is reserved to the District, without any liability upon the District, to cancel the award of any contract at any time prior to approval of a formal written contract signed by the Contractor and the Contracting Officer.

ARTICLE 20. CONTRACT AND BOND—The Bidder to whom award is made must, when required, enter into a written contract on the standard District form, with satisfactory security in the amount required (see Article 12) within the period specified, or no period be specified, within 10 days after the prescribed forms are presented to him for signature.

**GENERAL PROVISIONS
(Construction Contract)**

ARTICLE 1. DEFINITIONS

- A. "District" as used herein means the District of Columbia, a municipal corporation.
- B. "Mayor" as used herein means the elected head of the District as set forth in Public Law 93-198 dated December 24, 1973, Title 4, Part B, Section 422(1).
- C. "Contracting Officer" as used herein means the District official authorized to execute and administrate the Contract on behalf of the District.
- D. "Contract Documents" or "Contract" as. used herein means Addenda, Contract Form, Instructions to Bidders, General Provisions, Labor Provisions, Performance and Payment Bonds, Specifications, Special Provisions, Contract Drawings, approved written Change Orders and Agreements required to acceptably complete the Contract, including authorized extensions thereof.

ARTICLE 2. SPECIFICATIONS AND DRAWINGS—The Contractor shall keep on the work site a copy of Contract drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the Contract drawings, or shown on the Contract drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.

All Contract requirements are equally binding. Each Contract requirement, whether or not omitted elsewhere in the Contract, is binding as though occurring in any or all parts of the Contract. In case of discrepancy:

- 1. The Contracting Officer shall be promptly notified in writing of any error, discrepancy or omission, apparent or otherwise.
- 2. Applicable Federal and D. C. Code requirements have priority over: the Contract form, General Provisions, Change Orders, Addenda, Contract drawings, Special Provisions and Specifications.
- 3. The Contract form, General Provisions and Labor Provisions have priority over: Change Orders, Addenda, Contract drawings, Special Provisions and Specifications.
- 4. Change Orders have priority over: Addenda, Contract drawings and Specifications.
- 5. Addenda have priority over: Contract drawings, Special Provisions and Specifications. A later dated Addendum has priority over earlier dated Addenda.
- 6. Special Provisions have priority over: Contract drawings and other specifications.
- 7. Shown and indicated dimensions have priority over scaled dimensions.
- 8. Original scale drawings and details have priority over any other different scale drawings and details.
- 9. Large scale drawings and details have priority over small scale drawings and details.
- 10. Any adjustment by the Contractor without a prior determination by the Contracting Officer shall be at his own risk and expense. The Contracting Officer will furnish from time to time such detail drawings and other information as he may consider necessary, unless otherwise provided.

ARTICLE 3. CHANGES

A. DESIGNATED CHANGE ORDERS—The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes

1. In the Contract drawings and specifications;
2. In the method or manner of performance of the work;
3. In the District furnished facilities, equipment, materials or services; or
4. Directing acceleration in the performance of the work.

Nothing provided in this Article shall excuse the Contractor from proceeding with the prosecution of the work so changed.

B. OTHER CHANGE ORDERS—Any other written order or an oral order (which term as used in this Section (B) shall include direction, instruction, interpretation, or determination) from the Contracting Officer which causes any such change, shall be treated as a Change Order under this Article, provided that the Contractor gives the Contracting Officer written notice stating the date, circumstances and sources of the order and that the Contractor regards the order as a Change Order.

C. GENERAL REQUIREMENTS—Except as herein provided, no order, statement or conduct of the Contracting Officer shall be treated as a change under this Article or entitle the Contractor to an equitable adjustment hereunder. If any change under this Article causes an increase or decrease in the Contract's cost of, or the time required for, the performance of any part of the work under this Contract whether or not changed by any order, an equitable adjustment shall be made and the Contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any change under (B) above shall be allowed for any cost incurred more than 20 days before the Contractor gives written notice as therein required unless this 20 days is extended by the Contracting Officer and provided further, that in case of defective drawings and specifications, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective drawings and specifications.

If the Contractor intends to assert a claim for an equitable adjustment under this Article, he must, within 30 days after receipt of a written Change Order under (A) above or the furnishing of a written notice under (B) above, submit to the Contracting Officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the Contracting Officer. The statement of claim hereunder may be included in the notice under (B) above.

No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under the Contract.

D. CHANGE ORDER BREAKDOWN—Contract prices shall be used for Change Order work where work is of similar nature; no other costs, overhead or profit will be allowed.

Where Contract prices are not appropriate and the nature of the change is known in advance of construction, the parties shall attempt to agree on a fully justifiable price adjustment and/or adjustment of completion time.

When Contract prices are not appropriate, or the parties fail to agree on equitable adjustment, or in processing claims, equitable adjustment for Change Order work shall be per this Article and Article 4 and shall be based upon the breakdown shown in following

subsections 1. through 7. The Contractor shall assemble a complete cost breakdown that lists and substantiates each item of work and each item of cost.

1. **Labor**—Payment will be made for direct labor cost plus indirect labor cost such as insurance, taxes, fringe benefits and welfare provided such costs are considered reasonable. Indirect costs shall be itemized and verified by receipted invoices. If verification is not possible, up to 18 percent of direct labor costs may be allowed. In addition, up to 20 percent of direct plus indirect labor costs may be allowed for overhead and profit.
2. **Bond**—Payment for additional bond cost will be made per bond rate schedule submitted to the Office of Contracting and Procurement with the executed Contract.
3. **Materials**—Payment for cost of required materials will be F.O.B. destination (the job site) with an allowance for overhead and profit.
4. **Rented Equipment**—Payment for required equipment rented from an outside company that is neither an affiliate of, nor a subsidiary of, the Contractor will be based on receipted invoices which shall not exceed rates given in the current edition of the Rental Rate Blue Book for Construction Equipment published by Data Quest. If actual rental rates exceed manual rates, written justification shall be furnished to the Contracting Officer for consideration. No additional allowance will be made for overhead and profit. The Contractor shall submit written certification to the Contracting Officer that any required rented equipment is neither owned by nor rented from the Contractor or an affiliate of or subsidiary of the Contractor.
5. **Contractor's Equipment**— Payment for required equipment owned by the Contractor or an affiliate of the Contractor will be based solely on an hourly rate derived by dividing the current appropriate monthly rate by 176 hours. No payment will be made under any circumstances for repair costs, freight and transportation charges, fuel, lubricants, insurance, any other costs and expenses, or overhead and profit. Payment for such equipment made idle by delays attributable to the District will be based on one-half the derived hourly rate under this subsection.
6. **Miscellaneous**—No additional allowance will be made for general superintendence, use of small tools and other costs for which no specific allowance is herein provided.
7. **Subcontract Work**—Payment for additional necessary subcontract work will be based on applicable procedures in 1. through 6., to which total additional subcontract work up to an additional 10 percent may be allowed for the Contractor's overhead and profit.

ARTICLE 4. EQUITABLE ADJUSTMENT OF CONTRACT TERMS

The Contractor is entitled to an equitable adjustment of the contract terms whenever the following situations develop:

Differing Site Conditions:

- (1) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the Contractor, upon discovering such conditions, shall promptly notify the Contracting Officer in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

- (2) Upon written notification, the Contracting Officer will investigate the conditions, and if he/she determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Contracting Officer will notify the Contractor of his/her determination whether or not an adjustment of the contract is warranted.
- (3) No contract adjustment which results in a benefit to the Contract will be allowed unless the Contractor has provided the required written notice.
- (4) No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

Suspension of Work Ordered by the Contracting Officer:

- (1) If the performance of all or any portion of the work is suspended or delayed by the Contracting Officer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Contracting Officer in writing a request for equitable adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- (2) Upon receipt, the Contracting Officer will evaluate the Contractor's request. If the Contracting Officer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control or and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Contracting Officer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The Contracting Officer will notify the Contractor of his/her determination whether or not an adjustment of the contract is warranted.
- (3) No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.
- (4) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term of condition of this contract.

Significant Changes in the Character of Work:

- (1) The Contracting Officer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered.
- (2) If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Contracting Officer may determine to be fair and reasonable.

- (3) If the alterations or changes in quantities significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
- (4) The term "significant change" shall be construed to apply only to the following circumstances:
 - (a) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - (b) When an item of work is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in the case of a decrease below 75 percent, to the actual amount of work performed.

ARTICLE 5. TERMINATION-DELAYS—If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Contract, or any extension thereof, or fails to complete said work within specified time, the District may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work involving the delay. In such event the District may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plant as may have been paid for by the District or may be on the site of the work and necessary therefore. Whether or not the Contractor's right to proceed with the work is terminated, he and his sureties shall be liable for any liability to the District resulting from his refusal or failure to complete the work within the specified time.

If fixed and agreed liquidated damages are provided in the Contract and if the District does not so terminate the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed or accepted.

The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

1. The delay in the completion the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the District in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the District, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, climatic conditions beyond the normal which could be anticipated, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers (the term subcontractors or suppliers shall mean subcontractors or suppliers at any tier); and
2. The Contractor, within 10 days from the beginning of any such delay, (unless the Contracting Officer grants a further period of time before the date of final payment under the Contract) notifies the Contracting Officer in writing of the causes of delay.

The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in Article 7 herein.

If, after notice of termination of the Contractor's right to proceed under the provisions of this Article, it is determined for any reason that the Contractor was not in default under the provisions of this Article, or that the delay was excusable under the provisions of this Article, the rights and

obligations of the parties shall be in accordance with Article 6 herein. Failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of Article 7 herein.

The rights and remedies of the District provided in this Article are in addition to any other rights and remedies provided by law or under the Contract.

The District may, by written notice, terminate the Contract or a portion thereof as a result of an Executive Order of the President of the United States with respect to the prosecution of war or in the interest of national defense. When the Contract is so terminated, no claim for loss of anticipated profits will be permitted.

ARTICLE 6. TERMINATION FOR CONVENIENCE OF THE DISTRICT

- A.** The performance of work under the Contract may be terminated by the District in accordance with this Article in whole, or in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the District. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.
- B.** After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, the Contractor shall:
 1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
 2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract as is not terminated.
 3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
 4. Assign to the District, in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the District shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
 5. Settle all outstanding liabilities and all claims arising out of such termination of orders or subcontracts, with the approval or ratification of the Contracting Officer to the extent he may require, which approval or ratification shall be final for all purposes of this Article.
 6. Transfer title to the District and deliver in the manner, at the times, and to the extent, if any, directed by the Contracting Officer:
 - a. The fabricated or unfabricated parts, work in progress, completed work, supplies, and other material procured as a part of, or acquired in connection with, the performance of the work terminated by the Notice of Termination, and
 - b. The completed, or partially completed plans, drawings information and other property which, if the Contract had been completed, would have been required to be furnished to the District.
 7. Use his best efforts to sell, in the manner, at the terms, to the extent, and at the price or prices directed or authorized by the Contracting Officer, any property of the types referred to in 6 above provided, however, that the Contractor:
 - a. Shall not be required to extend credit to any purchaser, and

- b. May acquire any property under the conditions prescribed and at a price or prices approved by the Contracting Officer, and
 - c. Provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the District to the Contractor under the Contract or shall otherwise be credited to the price or cost of the work covered by the Contract or paid in such other manner as the Contracting Officer may direct.
- 8. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
 - 9. Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to the Contract which is in the possession of the Contractor and in which the District has or may acquire an interest.
 - 10. The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the cost, or any item of reimbursable cost, under this Article.
 - 11. "Plant clearance period" means, for each particular property classification (such as raw materials, purchased parts and work in progress) at any one plant or location, a period beginning with the effective date of the termination for convenience and ending 90 days after receipt by the Contracting Officer of acceptable inventory schedules covering all items of that particular property classification in the termination inventory at that plant or location, or ending on such later date as may be agreed to by the Contracting Officer and the Contractor. Final phase of a plant clearance period means that part of a plant clearance period which occurs after the receipt of acceptable inventory schedules covering all items of the particular property classification at the plant or location.

At any time after expiration of the plant clearance period, as defined above, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Contracting Officer, and may request the District to remove such items or enter into a storage agreement covering them. Not later than 15 days thereafter, the District will accept title to such items and remove them or enter into a storage agreement covering the same; provided, that the list submitted shall be subject to verification by the Contracting Officer upon removal of the items or, if the items are stored, within 45 days from the date of submission of the list, and any necessary adjustments to correct the list as submitted, shall be made prior to final settlement.

- C. After receipt of a Notice of Termination, the Contractor shall submit to the Contracting Officer his termination claim, in the form with the certification prescribed by the Contracting Officer. Such claim shall be submitted promptly but in no event later than one year from the effective date of termination, unless one or more extensions in writing are granted by the Contracting Officer upon request of the Contractor made in writing within such one year period or authorized extension thereof. However, if the Contracting Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such one year period or extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may, subject to any review required by the District's procedures in effect as of the date of execution of the Contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

- D. Subject to the provisions of C above, and subject to any review required by the District's procedures in effect as of the date of execution of the Contract, the Contractor and Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this Article, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in E below prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Contracting Officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this Article, shall be deemed to limit, restrict or otherwise determine or effect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this paragraph.
- E. In the event of the failure of the Contractor and the Contracting Officer to agree as provided in D above upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this Article, the Contracting Officer shall, subject to any review required by the District's procedures in effect as of the date of execution of the Contract, determine, on the basis of information available to him, the amount, if any, due the Contractor by reason of the termination and shall pay to the Contractor the amounts determined by the Contracting Officer, as follows, but without duplication of any amounts agreed upon in accordance with D above:
1. With respect to all Contract work performed prior to the effective date of the Notice of Termination, the total (without duplication of any items) of:
 - a. The cost of such work;
 - b. The cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in B 5. above, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor prior to the effective date of the Notice of Termination of work under the Contract, which amounts shall be included in the cost on account of which payment is made under E1.a. above; and
 - c. A sum, as profit on E.1.a. above, determined by the Contracting Officer to be fair and reasonable; provided however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed under this subparagraph and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and provided further that profit shall be allowed only on preparations made and work done by the Contractor for the terminated portion of the Contract but may not be allowed on the Contractor's settlement expenses. Anticipatory profits and consequential damages will not be allowed. Any reasonable method may be used to arrive at a fair profit, separately or as part of the whole settlement.
 2. The reasonable cost of the preservation and protection of property incurred pursuant to B.9; and any other reasonable cost incidental to termination of work under the Contract including expense incidental to the determination of the amount due to the Contractor as the result of the termination of work under the Contract.

- F. The total sum to be paid to me Contractor under E.1. above shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. Except for normal spoilage, and except to the extent that the District shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor under E.1. above, the fair value, as determined by the Contracting Officer, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the District, or to a buyer pursuant to B.7 above.
- G. The Contractor shall have the right of appeal, under Article 7 herein, from any determination made by the Contracting Officer under C. or E. above, except that, if the Contractor has failed to submit his claim within the time provided in C above and has failed to request extension of such time, he shall have no such right of appeal. In any case where the Contracting Officer has made a determination of the amount due under C. or E. above, the District shall pay to the Contractor the following:
1. If there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Contracting Officer, or
 2. If an appeal had been taken, the amount finally determined on such appeal.
- H. In arriving at the amount due the Contractor under this Article there shall be deducted:
1. all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of the Contract;
 2. any claim which the District may have against the Contractor in connection with the Contract; and
 3. the agreed price for, or the proceeds of sale of, any materials, supplies or other things kept by the Contractor or sold, pursuant to the provisions of this Article and not otherwise recovered by or credited to the District.
- I. If the termination hereunder be partial, prior to the settlement of the terminated portion of the Contract, the Contractor may file with the Contracting Officer a request in writing for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made at such price or prices; however, nothing contained herein shall limit the right of the District and the Contractor to agree upon the amount or amounts to be paid to the Contractor for the completion of the continued portion of the Contract when said Contract does not contain an established Contract price for such continued portion.
- J. The District may from time to time, under such terms and conditions as it may prescribe, make partial payments against costs incurred by the Contractor in connection with the terminated portion of the Contract whenever in the opinion of the Contracting Officer the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this Article, such excess shall be payable by the Contractor to the District upon demand, together with interest computed at the rate of 6 percent per annum for the period from the date such excess is received by the Contractor to the date on which such excess is repaid to the District; provided however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition, or such later date as determined by the Contracting Officer by reason of the circumstances.

- K. Unless otherwise provided in the Contract or by applicable statute, the Contractor, from the effective date of termination and for a period of three years after final settlement under the Contract, shall preserve and make available to the District at all reasonable times at the office of the Contractor, but without direct charge to the District, all his books, records, documents and other evidence bearing on the costs and expenses of the Contractor under the Contract and relating to the work terminated hereunder, or, to the extent approved by the Contracting Officer, photographs and other authentic reproductions thereof.

ARTICLE 7. 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.

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(c) For any claim of \$50,000 or less, the Contracting Officer shall issue a decision within sixty (60) 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) 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 paragraph (g)(1) 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.

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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 its 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 Contractor 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.

ARTICLE 8. PAYMENTS TO CONTRACTOR—The District will pay the contract price or prices as hereinafter provided in accordance with District and Federal regulations.

The District will make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates approved by the Contracting Officer. The Contractor shall furnish a breakdown of the total Contract price showing the amount included therein for each principal category of the work, in such detail as requested, to provide a basis for determining progress payments. In the preparation of estimates the Contracting Officer, at his discretion, may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site may also be taken into consideration:

1. If such consideration is specifically authorized by the Contract;
2. If the Contractor furnishes satisfactory evidence that he has acquired title to such material, that it meets Contract requirements and that it will be utilized on the work covered by the Contract; and
3. If the Contractor furnishes to the Contracting Officer an itemized list.

The Contracting Officer at his/her discretion shall cause to be withheld retention in an amount sufficient to protect the interest of the District of Columbia. The amount shall not exceed ten percent (10%) of the partial payment. However, if the Contracting Officer, at any time after 50 percent of the work has been completed, finds that satisfactory progress is being made, he may authorize any of the remaining progress payments to be made in full or may retain from such remaining partial payments less than 10 percent thereof. Also, whenever work is substantially complete, the Contracting Officer, if he considers the amount retained to be in excess of the amount adequate for the protection of the District, at his discretion, may release to the Contractor all or a portion of such excess amount. Furthermore, on completion and acceptance of each separate building, public work, or other division of the Contract, on which the price is stated separately in the Contract, payment may be made therefore without retention of a percentage, less authorized deductions.

All material and work covered by progress payments made shall thereupon become the sole property of the District, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work, or as waiving the right of the District to require the fulfillment of all of the terms of the Contract.

Upon completion and acceptance of all work, the amount due the Contractor under the Contract shall be paid upon presentation at a properly executed voucher and after the Contractor shall have furnished the District with a release, if required, of all claims against the District arising by virtue of the Contract, other than claims in stated amounts as may be specifically excepted by the Contractor from the operation of the release.

ARTICLE 9. TRANSFER OR ASSIGNMENT—Unless otherwise provided by law, neither the Contract nor any interest therein may be transferred or assigned by the Contractor to any other party without the written consent of the Contracting Officer nor without the written acceptance by the surety on the performance and payment bond securing the Contract of the assignee as the Contractor and the principal on such bond; and any attempted transfer or assignment not authorized by this Article shall constitute a breach of the Contract and the District may for such cause terminate the right of the Contractor to proceed in the same manner as provided in Article 5 herein, and the Contractor and his sureties shall be liable to the District for any excess cost occasioned the District thereby.

ARTICLE 10. MATERIAL AND WORKMANSHIP

- A. **GENERAL**—Unless otherwise specifically provided in the Contract, all equipment, material and articles incorporated in the work covered by the Contract shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Contract, reference to any equipment, material, article or patented

process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition., and the Contractor may use any equipment, material, article or process which, in the judgment of the Contracting Officer, is equivalent to that named unless otherwise specified. The Contractor shall furnish to the Contracting Officer for his approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the mechanical and other equipment which the Contractor contemplates incorporating in the work. Machinery and equipment shall be in proper condition. When required by the Contract or when called for by the Contracting Officer, the Contractor shall furnish to the Contracting Officer for approval full information concerning the material or articles which he contemplates incorporating in the work. When so directed, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles installed or used without required approval shall be at the risk of subsequent rejection and subject to satisfactory replacement at Contractor's expense.

- B. SURPLUS MATERIALS USE**—Whenever specified in the Contract or authorized by the Contracting Officer that materials become the property of the Contractor, which by reference or otherwise shall include disposal of materials, it is understood that the Contractor accepts such materials “as is” with no further expense or liability to the District. If such material specified in the Contract will have a potential or real interest of value, the Contractor shall make allowance in the Contract to show such value.
- C. DISTRICT MATERIAL**—No materials furnished by the District shall be applied to any other use, public or private, than that for which they are issued to the Contractor. The full amount of the cost to the District of all materials furnished by the District to the Contractor and for which no charge is made, which are not accounted for by the Contractor to the satisfaction of the Contracting Officer, will be charged against the Contractor and his sureties and may be deducted from any monies due the Contractor, and this charge shall be in addition to and not in lieu of any other liabilities of the Contractor whether civil or criminal. Materials furnished by the District for which a charge is made at a rate mentioned in the specifications will be delivered to the Contractor upon proper requisitions therefore and will be charged to his account.
- D. Plant** —The Contractor shall at all times employ sufficient tools and equipment for prosecuting the various classes of work to full completion in the manner and time required. The Contractor shall at all times perform work in sufficient light and shall provide proper illumination, including lighting required for night work as directed, as a Contract requirement. All equipment, tools, formwork and staging used on the project shall be of sufficient size and in proper mechanical and safe condition to meet work requirements, to produce satisfactory work quality and to prevent injury to persons, the project or adjacent property. When methods and equipment are not prescribed in the Contract, the Contractor is free to use tools, methods and equipment that he satisfactorily demonstrates will accomplish the work in conformity with Contract requirements.

If the Contractor desires to use a method or type of tool or equipment other than specified in the Contract, he shall request approval to do so; the request shall be in writing and shall include a full description of proposed methods, tools and equipment and reason for the change or substitution. Approval of substitutions and changed methods will be on condition that the Contractor will be fully responsible for producing work meeting Contract requirements. If after trial use of the substituted methods, tools and equipment, the Contracting Officer determines that work produced does not meet Contract requirements, the Contractor shall complete remaining work with specified methods, tools and equipment.

- E. CAPABILITY OF WORKERS**- All work under the Contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require the Contractor to remove from the work any such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed by the Contracting Officer to be contrary to the public interest. Such request will be in writing:

- F. CONFORMITY OF WORK AND MATERIALS**—All work performed and materials and products furnished shall be in conformity, within indicated tolerances, with lines, grades, cross sections, details, dimensions, material and construction requirements shown or intended by the drawings and specifications.

When materials, products or work cannot be corrected, written notice of rejection will be issued. Rejected materials, products and work shall be eliminated from the project and acceptably replaced at Contractor's expense. The Contracting Officer's failure to reject any portion of the project shall not constitute implied acceptance nor in any way release the Contractor from Contract requirements.

- G. UNAUTHORIZED WORK AND MATERIALS**—Work performed or materials ordered or furnished for the project deviating from requirements without written authority, will be considered unauthorized and at Contractor's expense. The District is not obligated to pay for unauthorized work. Unauthorized work and materials may be ordered removed and replaced at Contractor's expense.

ARTICLE 11. INSPECTION AND ACCEPTANCE—Except as otherwise provided in the Contract, inspection and test by the District of material and workmanship required by the Contract shall be made at reasonable times and at the site of the work, unless the Contracting Officer determines that such inspection or test of material which is to be incorporated in the work shall be made at the place of production, manufacture or shipment of such material. To the extent specified by the Contracting Officer at the time of determining to make off-site inspection or test, such inspection or test shall be conclusive as to whether the material involved conforms to Contract requirements. Such off-site inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the District after acceptance of the completed work under the terms of the last paragraph of this Article, except as herein above provided.

The Contractor shall, without charge, replace any material and correct any workmanship found by the District not to conform to Contract requirements, unless in the public interest the District consents to accept such material or workmanship with an appropriate adjustment in Contract price. The Contractor shall promptly segregate and remove rejected material from the premises at Contractor's expense.

If the Contractor does not promptly replace rejected material or correct rejected workmanship, the District:

1. May, by contract or otherwise, replace such material and correct such workmanship and charge the cost thereof to the Contractor, or
2. May terminate the Contractor's right to proceed in accordance with Article 5 herein.

The Contractor shall furnish promptly, without additional cost to the District, all facilities, labor and material reasonably needed for performing such safe and convenient inspection and test as may be required by the Contracting Officer. All inspections and tests by the District shall be performed in such manner as not unnecessarily to delay the work. Special, full size, and performance tests shall be performed as described in the Contract. The Contractor shall be charged with any additional cost of inspection when material and workmanship are not ready for inspection at the time specified by the Contractor.

Should it be considered necessary or advisable by the Contracting Officer at any time before acceptance of the work, either in part or in its entirety, to make an examination of work completed, by removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary facilities, labor and material to do same. If such work is found to be defective or nonconforming in any material respect, due to the fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, an equitable adjustment shall be made in the Contract price

to compensate the Contractor for the additional services involved in such examination and reconstruction and, if completion of the work has been delayed thereby, he shall, in addition, be granted an equitable extension of time.

Unless otherwise provided in the Contract, acceptance by the District will be made as promptly as practicable after completion and inspection of all work required by the Contract. Acceptance shall be final and conclusive except as regards to latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the District's rights under any warranty or guaranty.

ARTICLE 12. SUPERINTENDENCE BY CONTRACTOR—The Contractor shall give his personal superintendence to the performance of the work or have a competent foreman or superintendent, satisfactory to the Contracting Officer, on the work site at all times during progress, with authority to act for him.

ARTICLE 13. PERMITS AND RESPONSIBILITIES—The Contractor shall, without expense to the District, be responsible for obtaining any necessary licenses, certificates and permits, and for complying with any applicable Federal, State, and Municipal laws, codes and regulations, in connection with the prosecution of the work. He shall be similarly responsible for all damages to persons or property that occurs as a result of his fault or negligence. He shall take proper safety, health and environmental precautions to protect the work, the workers, the public, and the property of others. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction thereof which theretofore may have been accepted.

ARTICLE 14. INDEMNIFICATION—The Contractor 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, or as a consequence or result of, any act, omission or default of the Contractor, his employees, or his subcontractors, in the performance of, or in connection with, any work required, contemplated or performed under the Contract.

ARTICLE 15. PROTECTION AGAINST TRESPASS—Except as otherwise expressly provided in the Contract, the Contractor is authorized to refuse admission either to the premises or to the working space covered by the Contract to any person whose admission is not specifically authorized in writing by the Contracting Officer.

ARTICLE 16. CONDITIONS AFFECTING THE WORK

- A. GENERAL**—The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work and the cost thereof. Any failure by the Contractor to do so will not relieve him from responsibility for successfully performing the work as specified without additional expense to the District. The District assumes no responsibility for any understanding or representation concerning conditions made by any of its officers or agents prior to the execution of the Contract, unless such understanding or representation by the District is expressly stated in the Contract.
- B. WORK AND STORAGE SPACE**—Available work and storage space designated by the District shall be developed as required by the Contract or restored at completion of the project by the Contractor to a condition equivalent to that existing prior to construction. No payment will be made for furnishing or restoration of any work and storage space. If no area is designated or the area designated is not sufficient for the Contractor's operations, he shall obtain necessary space elsewhere at no expense or liability to the District.
- C. WORK ON SUNDAYS, LEGAL HOLIDAYS AND AT NIGHT**—No work shall be done at any time on Sundays or legal holidays or on any other day before 7 a.m. or after 7 p.m., except with the written permission of the Contracting Officer and pursuant to the requirements of the Police Requirements of the District.
- D. EXISTING FEATURES**—Subsurface and topographic information including borings data, utilities data and other physical data contained in the Contract or otherwise available, are

not intended as representations or warranties but are furnished as available information. The District assumes no expense or liability for the accuracy of, or interpretations made from, existing features. The Contractor shall be responsible for reasonable consideration of existing features above and below ground which may affect the project.

- E. UTILITIES AND VAULTS**—The Contractor shall take necessary measures to prevent interruption of service or damage to existing utilities within or adjacent to the project. It shall be the Contractor's responsibility to determine exact locations of all utilities in the field.

For any underground utility or vault encountered, the Contractor shall immediately notify the Contracting Officer and take necessary measures to protect the utility or vault and maintain the service until relocation by owner is accomplished. No additional payment will be made for the encountering of these obstructions.

In case of damage to utilities by the Contractor, either above or below ground, the Contractor shall restore such utilities to a condition equivalent to that which existed prior to the damage by repairing, rebuilding or otherwise restoring as may be directed, at the Contractor's sole expense. Damaged utilities shall be repaired by the Contractor or, when directed by the Contracting Officer, the utility owner will make needed repairs at the Contractor's expense.

No compensation, other than authorized time extensions, will be allowed the Contractor for protective measures, work interruptions, changes in construction sequence, changes in methods of handling excavation and drainage or changes in types of equipment used, made necessary by existing utilities, imprecise utility or vault information or by others performing work within or adjacent to the project.

- F. SITE MAINTENANCE**—The Contractor shall maintain the project site in a neat and presentable manner throughout the course of all operations, and shall be responsible for such maintenance until final acceptance by the District. Trash containers shall be furnished, maintained and emptied by the Contractor to the satisfaction of the Contracting Officer. Excavated earthwork, stripped forms and all other materials and debris not scheduled for reuse in the project shall be promptly removed from the site.

The Contracting Officer may order the Contractor to clean up the project site at any stage of work at no added expense to the District. If the Contractor fails to comply with this order, the Contracting Officer may require the work to be done by others and the costs will be charged to the Contractor.

Upon completion of all work and prior to final inspection, the Contractor shall clean up and remove from the project area and adjacent areas all excess materials, equipment, temporary structures, and refuse, and restore said areas to an acceptable condition.

- G. PRIVATE WORK**—Except as specifically authorized by the Contracting Officer, the Contractor shall not perform any private work abutting District projects with any labor, materials, tools, equipment, supplies or supervision scheduled for the Contract until all work under the Contract has been completed. Contract materials used for any unauthorized purpose shall be subtracted from Contract amount.

- H. DISTRICT OF COLUMBIA NOISE CONTROL ACT OF 1977**—The contractor shall be in strict compliance with D.C. Law 2-53, District of Columbia Noise Control Act of 1977 and all provisions thereof. Effective March 16, 1978. 24 D.C. Register 5293.

ARTICLE 17. OTHER CONTRACTS—The District may undertake or award other contracts for additional work and the Contractor shall fully cooperate with such other contractors and District employees and carefully coordinate his own work with such additional work as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by District employees. The District assumes no liability, other than authorized time extensions, for Contract delays and damages resulting from delays and lack of progress by others.

ARTICLE 18. PATENT INDEMNITY—Except as otherwise provided, the Contractor agrees to indemnify the District and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any Letters Patent of the United States (except Letters Patent issued upon an application which is now or may hereafter be, for reasons of national security, ordered by the Federal Government to be kept classified or otherwise withheld from issue) arising out of the performance of the Contract or out of the use or disposal, by or for the account of the District, of supplies furnished or construction work performed hereunder.

ARTICLE 19. ADDITIONAL BOND SECURITY—If any surety upon any bond furnished in connection with the Contract becomes unacceptable to the District, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by the District, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the District and of persons supplying labor or materials in the prosecution of the work contemplated by the Contract. Provided that upon the failure of the Contractor to furnish such additional security within ten (10) days after written notice so to do, all payments under the Contract will be withheld until such additional security is furnished.

ARTICLE 20. COVENANT AGAINST CONTINGENT FEES—The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the District shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 21. APPOINTMENT OF ATTORNEY—The Contractor does hereby irrevocably designate and appoint the Clerk of the Superior Court of the District of Columbia and his successors in office as the true and lawful attorney of the Contractor for the purpose of receiving service of all notices and processes issued by any court in the District, as well as service of all pleadings and other papers, in relation to any action or legal proceeding arising out of or pertaining to the Contract or the work required or performed hereunder.

The Contractor expressly agrees that the validity of any service upon the said Clerk as herein authorized shall not be affected either by the fact that the Contractor was personally within the District and otherwise subject to personal service at the time of such service upon the said Clerk or by the fact that the Contractor failed to receive a copy of such process, notice, pleading or other paper so served upon the said Clerk, provided that said Clerk shall have deposited in the United States mail, certified and postage prepaid, a copy of such process, notice, pleading or other papers addressed to the Contractor at the address stated in the Contract.

ARTICLE 22. DISTRICT EMPLOYEES NOT TO BENEFIT — Unless a determination is made as provided herein, no officer or employee of the District will be admitted to any share or part of this contract or to any benefit that may arise therefrom, and any contract made by the Contracting Officer or any District employee authorized to execute contracts in which they or an employee of the District will 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 this contract if made with a corporation for its general benefit. A District employee shall not be a party to a contract with the District and will not knowingly cause or allow a business concern or other organization owned or substantially owned or controlled by the employee to be a party to such a contract, unless a written determination has been made by the head of the procuring agency that there is a compelling reason for contracting with the employee, such as when the District's needs cannot reasonably otherwise be met. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code, section 2-310.01, and Chapter 18 of the DC Personnel Regulations) The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

ARTICLE 23. WAIVER—No waiver of any breach of any provision of the Contract shall operate as a waiver of such provision or of the Contract or as a waiver of subsequent or other breaches of the same or any other provision of the Contract; nor shall any action or non-action by the Contracting Officer or by the Mayor be construed as a waiver of any provision of the Contract or of any breach thereof unless the same has been expressly declared or recognized as a waiver by the Contracting Officer or the Mayor in writing.

ARTICLE 24. BUY AMERICAN

- A. AGREEMENT**—In accordance with the Buy American Act (41 USC 10a-10d), and Executive Order 10582, December 17, 1954 (3 CFR, 1954-58 Comp., p. 230), as amended by Executive Order 11051, September 27, 1962 (3 CFR, 1059—63 Comp., p. 635), the Contractor agrees that only domestic construction material will be used by the Contractor, subcontractors, material men and suppliers in the performance of the Contract, except for non-domestic material listed in the Contract.
- B. DOMESTIC CONSTRUCTION MATERIAL**—"Construction material" means any article, material or supply brought to the construction site for incorporation in the building or work. An unmanufactured construction material is a "domestic construction material" if it has been mined or produced in the United States. A manufactured construction material is a "domestic construction material" if it has been manufactured in the United States and if the cost of its components which have been mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. "Component" means any article, material, or supply directly incorporated in a construction material. -
- C. DOMESTIC COMPONENT**—A component shall be considered to have been "mined, produced, or manufactured in the United States" regardless of its source, in fact, if the article, material or supply in which it is incorporated was manufactured in the United States and the component is of a class or kind determined by the District to be not mined, produced or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality.
- D. FOREIGN MATERIAL** – When steel materials are used in a project a minimal use of foreign steel is permitted. The cost of such materials can not exceed on-tenth of one percent of the total project cost, or \$2,500,000, whichever is greater.

ARTICLE 25. TAXES

- A. FEDERAL EXCISE**—Materials, supplies and equipment are not subject to the Federal Manufacturer's Excise Tax, if they are furnished or used in connection with the Contract provided that title to such materials, supplies and equipment passes to the District under the Contract. The Contractor shall in such cases furnish his subcontractors and suppliers with a purchaser's certificate in the form prescribed by the U.S. Internal Revenue Service.
- B. SALES AND USE TAXES**—Materials which are physically incorporated as a permanent part of real property are not subject to District of Columbia Sales and Use Tax. The Contractor shall, when purchasing such materials, furnish his suppliers with a Contractor's Exempt Purchase Certificate in the form prescribed in the Sales and Use Tax Regulations of the District of Columbia. Where the Contractor, subcontractor or material man has already paid the Sales and Use Tax on material, as prescribed above, the Sales and Use Tax Regulations of the District of Columbia permit the Contractor, subcontractor or material man to deduct the sales or use tax on the purchase price of the same on his next monthly return as an adjustment. However, the Contractor, subcontractor or material man must satisfy the Chief Financial Officer for the District of Columbia that no sum in reimbursement of such tax was included in the Contract or else that the District has received a credit under the Contract in an amount equal to such tax.

District of Columbia Sales and Use Tax shall be paid on any material and supplies, including equipment rentals, which do not become a physical part of the finished project. (See District of Columbia Sales and Use Tax Administration Ruling No. 6).

The Contractor, subcontractor, or material supplier shall provide proof of compliance with the provisions of D.C. Law 9-260, as amended, codified in D.C. Code 46-103, Employer Contributions, prior to award.

Material and supplies required under contracts relating to Glenn Dale Hospital, Glenn Dale, Maryland, and Children's Center, Laurel, Maryland, are subject to the Maryland State Sales and Use Tax, effective July 1, 1968. BIDDERS SHALL INCLUDE SUCH TAX IN THEIR BIDS. Contracts relating to Department of Corrections, Lorton, Virginia, are subject to the Virginia Retail Sales and Use Tax, effective September 1, 1966, when incorporated in public works contracts of the District. BIDDERS SHALL INCLUDE SUCH TAX IN THEIR BIDS.

The Contractor, subcontractor, or material supplier shall provide proof of compliance with the applicable tax filing and licensing requirements set forth in D.C. Code, Title 47, Taxation and Fiscal Affairs, prior to contract award.

ARTICLE 26. SUSPENSION OF WORK—The Contracting Officer may order the Contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the District.

If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed or interrupted by an act of the Contracting Officer in the administration of the Contract, or by his failure to act within the time specified in the Contract (or if no time is specified, within a reasonable time), an adjustment will be made for an increase in the cost of performance of the Contract (excluding profit) necessarily caused by such unreasonable suspension, delay or interruption and the Contract modified in writing accordingly. However, no adjustment will be made under this Article for any suspension, delay or interruption to the extent:

1. That performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the contractor, or
2. For which an equitable adjustment is provided or excluded under any other provision of the Contract.

No claim under this Article shall be allowed:

1. For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and
2. Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the Contract.

ARTICLE 27. SAFETY PROGRAM

A. GENERAL—In order to provide safety controls for the protection of the life and health of District and Contract employees and the general public; prevention of damage to property, materials, supplies, and equipment; and for avoidance of work interruptions in the performance of the Contract, the Contractor shall comply with all applicable Federal and local laws governing safety, health and sanitation including the Safety Standards, Rules and Regulations issued by the American National Standards, U. S. Department of Labor, U. S. Department of Health and Human Services, D. C. Minimum Wage and Industrial Safety Board and the latest edition of "Manual of Uniform Traffic Control Devices" issued by the Federal Highway Administration.

The Contractor shall also take or cause to be taken such additional safety measures as the Contracting Officer may determine to be reasonably necessary.

The Contractor shall designate one person to be responsible for carrying out the Contractor's obligation under this Article.

The Contractor shall maintain an accurate record of all accidents resulting in death, injury, occupational disease, and/or damage to property, materials, supplies, and equipment incident to work performed under the Contract. Copies of these reports shall be furnished to the Contracting Officer within two working days after occurrence.

The Contracting Officer will notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

This Article is applicable to all subcontractors used under the Contract and compliance with these provisions by the subcontractors will be the responsibility of the Contractor.

(In Contracts involving work of short duration or of non-hazardous character, the following Section B. will be deleted by Special Provision)

B. CONTRACTOR'S PROGRAM SUBMISSION—Prior to commencement of the work, the Contractor shall:

1. Submit in writing to the Contracting Officer for his approval his program for complying with this Article for accident prevention.
2. Meet with the Contracting Officer's Safety Representative after submission of the above program to develop a mutual understanding relative to the administration of the overall safety program.

ARTICLE 28. RETENTION OF RECORDS—Unless otherwise provided in the Contract, or by applicable statute, the Contractor, from the effective date of Contract completion and for a period of three years after final settlement under the Contract, shall preserve and make available to the District at all reasonable times at the office of the Contractor but without direct charge to the District, all his books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under the Contract.

**LABOR PROVISIONS
(Construction Contract)**

ARTICLE 1. DAVIS-BACON ACT (40 USC 276a-276a 7) —Each Contractor and subcontractor at any tier contracting for any part of Contract work in excess of \$2,000 for construction alteration, and/or repair, including painting and decorating of public buildings and public works and which requires or involves the employment of mechanics and/or laborers shall be subject to the Davis-Bacon Act provisions as follows:

A. MINIMUM WAGES—

1. All mechanics and laborers employed or working upon the site of the work or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the United States Department of Labor, hereinafter referred to as the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such Laborers and mechanics; and the wage determination decision shall be posted by the contractor at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or costs reasonably anticipated under section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv). Also for the purpose of this clause; regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.
2. The contracting officer shall require that any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination and a report of the action taken shall be sent by the Contracting Officer to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics, including apprentices and trainees, to be used, the question accompanied by the recommendation of the Contracting Officer shall be referred to the Secretary for final determination.
3. The Contracting Officer shall require, whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Contracting Officer, shall be referred to the Secretary of Labor for determination.
4. If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this contract: Provided, however, The Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the

contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

B. WITHHOLDING.—The Contracting Officer may withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices and trainees, employed by the contractor or any subcontractor on the work the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice or trainee, employed or working on the site of the work or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project, all or part of the wages required by the contract, the District may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

C. PAYROLLS AND BASIC RECORDS. —

1. Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work, or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project. Such records will contain the name and address of each such employee, his correct classification, rates of pay. (including rates of contributions or costs anticipated of the types described in section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1) (iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing, to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
2. The contractor will submit weekly a copy of all payrolls to the Contracting Officer if the agency is a party to the contract, but if the agency is not such a party the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Contracting Officer. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work he performed. A submission of a "Weekly Statement of Compliance" which is required under this contract and the Copeland regulations of the Secretary of Labor (29 CFR, Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under 29 CFR 5.5(a)(1)(iv) shall satisfy this requirement. The prime contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The contractor will make the records required under the labor standards clauses of the contract available for inspection by authorized representatives of the District and the Department of Labor, and will permit such representatives to interview employees during working hours on the job. Contractors employing apprentices or trainees under approved programs shall include a notation on the first weekly certified payrolls submitted to the Contracting Officer that their employment is pursuant to an approved program and shall identify the program.

ARTICLE 2. CONVICT LABOR (18 USC 438)—Convict labor shall not be used on Contract work unless otherwise provided by law.

ARTICLE 3. APPRENTICES AND TRAINEES

- A. APPRENTICES**—Apprentices shall be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with the Apprenticeship Council, D.C. Department of Labor. The allowance ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor a to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in Section B. of this Article or is not registered as above, shall be paid the wage rate determined by the Secretary of Labor or the classifications of work he actually performed. The Contractor and Subcontractor shall furnish to the Contracting Officer written evidence of the registration of his appropriate ratios and wage rates for the areas of construction, prior to using any apprentice on the Contract.
- B. TRAINEES**—Trainees will be permitted to work as such when they are bona fide trainees employed pursuant to a program approved by the Contracting Officer and Apprenticeship Council, D.C. Department of Labor.
- C. REQUIREMENTS**—The Contractor agrees to hire for the performance of the Contract a number of apprentices or trainees or both, in each occupation, which bears to the average number of the journeymen in that occupation to be employed in the performance of the Contract the applicable ratios as determined by the Apprenticeship Council, O. C. Department of Labor.
1. The Contractor shall assure that 25 percent of such apprentices or trainees in each occupation are in their first year of training, when feasible. Feasibility here involves a consideration of:
 - a. The availability of training opportunities for first year apprentices;
 - b. The hazardous nature of the work for beginning workers;
 - c. Excessive unemployment of apprentices in their second and subsequent years of training.
 2. The Contractor shall maintain records of employment, by trade, of the number of apprentices and trainees, apprentices and trainees by first year of training, and of journeymen, and the wages paid and hours of work of such apprentices, trainees and journeymen. The Contractor shall make these records available for inspection upon request of the Contracting Officer and the Apprenticeship Council, O. C. Department of Labor.
 3. The Contractor who claims compliance based on the criterion stated in 29 CFR5.a. agrees to maintain records of employment as described in 29 CFR5.a..3(a)(2) on non-governmental and non-governmentally assisted construction work done during the performance of the Contract in the same labor market area. The Contractor shall make these records available for inspection upon request of the Contracting Officer and the Apprenticeship Council, D. C. Department of Labor.
 4. The Contractor agrees to supply one copy of the written notices as required in accordance with 29 CFR. 5.a.4(c) at the request of the Contracting Officer. The Contractor shall supply at 3 month intervals during performance of the Contract and after completion of the Contract performance a statement containing a breakdown by craft of hours worked and wages paid for first year apprentices and trainees, other apprentices and trainees, and journeymen. Two copies of the statement shall be submitted to the Contracting Officer, who will submit a copy to the Apprenticeship Council, D. C. Department of Labor.

5. Section 5, D. C. Law 2—156, ACJ 2—325, dated December 29, 1978, is hereby incorporated as part of this Amendment as follows:

“All prime contractors and subcontractors who contract with the District of Columbia Government to perform construction or renovation work with a single contract or cumulative contracts of at least \$500,000, let within a twelve (12) month period, shall be required to register an apprentice.—ship program with the District of Columbia Apprenticeship Council.” 25 D.C. Register 6991.

ARTICLE 4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 USC 327- 330)

- A. OVERTIME BASIS**—Each Contractor and subcontractor at any tier contracting for any part of Contract work which may require or involve the employment of laborers, mechanics, watchmen or guards, apprentices or trainees shall not require or permit any laborer, mechanic, watchman or guard, apprentice or trainee in any workweek in which he is employed on such work, to work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such workweek unless such laborer, mechanic, watchman or guard, apprentice or trainee receives compensation at a rate not less than one and one—half times his basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such workweek, as the case may be.
- B. LIABILITY FOR UNPAID WAGES**—In the event of violation of the provisions of Section A, the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the District for Liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman or guard, apprentice or trainee employed in violation of any provision of Section A, in the amount of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight (8) hours or in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by Section A.

The Contracting Officer may withhold or cause to be withheld from the Contractor such sums as administratively determined to satisfy any liability of the Contractor and subcontractors for unpaid wages and liquidated damages as herein provided. In the event of failure to pay any laborer, mechanic, watchman, or guard, apprentice or trainee employed or working on the work site, all or part of the wages required by the Contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds until such violations have ceased.

- C. DISPUTES**—Any Contractor or subcontractor aggrieved by the withholding of a sum as liquidated damages as provided shall have the right, within sixty (60) days thereafter, to appeal to the Contracting Officer in the case of liquidated damages withheld for the use and benefit of the District. The Contracting Officer shall have authority to review the administrative determination of liquidated damages and to issue a final order affirming such determination; or if it is found that the sum determined is incorrect or that the Contractor or subcontractor violated these Labor Provisions inadvertently notwithstanding the exercise of due care on his part and that of his agents, recommendations may be made to the Secretary of Labor that an appropriate adjustment in liquidated damages be made, or that the Contractor or subcontractor be relieved of liability for such liquidated damages. The Secretary will review all pertinent facts in the matter and may conduct such investigation as he deems necessary so as to affirm or reject the recommendation. The decision of the Secretary shall be final. In all such cases in which a Contractor or subcontractor may be aggrieved by a final order for the withholding of liquidated damages as herein before provided, the Contractor or subcontractor may, within sixty (60) days after such final order, file a claim per Article 7 of the General Provisions, provided, however, that final orders of the Contracting Officer or the Secretary of Labor as the case may be, shall be conclusive with respect to findings of fact if such findings are supported by substantial evidence.

- D. VIOLATION PENALTY**—If the Contractor or subcontractor who employs, directs & controls any laborer or mechanic employed in the performance of any work contemplated by the Contract, shall intentionally violate any provision herein, he shall be deemed guilty of a misdemeanor, and for each and every such offense shall, upon conviction, be punished by a fine of not to exceed \$1,000 or by imprisonment for not more than six (6) months, or by both such fine and imprisonment, in the discretion of the court having jurisdiction thereof (Section 106 Title 1, P.L. 87—851, 40 USC Sec. 332, 76 Stat. 359).
- E. HEALTH AND SAFETY STANDARDS**—It is a condition. of the Contract, and shall be made a condition of each subcontract under the Contract, that the Contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the Contract to work in surroundings or wider working condition which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards per 29 CFR Part 1518.

The Secretary of Labor is authorized to make such inspections, hold such hearings, issue such orders, and make such decisions based on findings of fact, as are deemed necessary to gain compliance with this Section and any health and safety standard promulgated by the Secretary. In the event that the Secretary of Labor determines non-compliance under the provisions of this Section after an opportunity for an adjudicatory hearing by the Secretary of any condition of the Contract, the District shall have the right to cancel the Contract, and to enter into other contracts for the completion of the Contract work, charging any additional cost to the Contractor.

ARTICLE 5. COPELAND ACT (18 USC 874, and 40 USC 276c) - Each Contractor and subcontractor at any tier contracting for any part of Contract work in excess of \$2,000.00 shall be subject to the Copeland Act provisions as follow:

- A. DEFINITION**—As used in this Article, the term “employee” shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.
- B. WEEKLY COMPLIANCE STATEMENT**—The Contractor and each subcontractor engaged in the construction, prosecution, completion or repair of any public building or public work shall furnish each week a statement with respect to the wages paid each of his employees engaged on work covered by these Labor Provisions during the preceding weekly payroll period. The statement shall be executed by the Contractor or subcontractor, or by an authorized officer or employee of the Contractor or subcontractor, who supervises the payment of wages, and shall be on the form attached at the end of these Labor Provisions and entitled “Weekly Statement of Compliance” (Form No. DC 2640-11).

Each weekly statement required shall be delivered by the Contractor or subcontractor, within seven (7) days after regular payment date of the payroll period, to a representative of the Contracting Officer in charge at the site of the building or work. After each examination and check as may be made, such statement, or copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the US. Department of Labor.

Upon a written finding by the Contracting Officer, the Secretary of Labor may provide reasonable limitations, variations, tolerances and exemptions from the requirements of this Section subject to such conditions as the Secretary of Labor may specify.

- C. PAYROLLS AND RECORDS**—The Contractor and each subcontractor shall preserve his weekly payroll records for a period of three (3) years from date of completion of the Contract. The payroll records shall set out accurately and completely the name, address-and Social Security Number of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the Contracting Officer, and by authorized representatives of the U.S. Department of Labor.

D. PAYROLL DEDUCTIONS NOT SUBJECT TO SECRETARY OF LABOR APPROVAL—

Deductions made under the circumstances or in the situations described in paragraphs of this Section may be made without application to and approval at the Secretary of Labor:

1. Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.
2. Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.
3. Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the Contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.
4. Any deduction constituting a contribution on behalf of the person employed to funds established by the employer, or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities or retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, that the following standards are met:
 - a. The deduction is not otherwise prohibited by law;
 - b. it is either voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or provided for in a bona fide collective bargaining agreement between the Contractor or subcontractor and representatives of his employees;
 - c. No profit or other benefit is otherwise obtained, directly or indirectly, by the Contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and
 - d. The deductions - shall serve the convenience and interest of the employee.
5. Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.
6. Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal, State and District credit union statutes.
7. Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.
8. Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

9. Any deduction to pay regular union initiation fees and membership dues, not including fines or special assessments; provided, however, that a collective bargaining agreement between the Contractor or subcontractor and representatives of his employees provides for such deductions and the deductions are not otherwise prohibited by law.

10. Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of Section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of said title. When such a deduction is made the additional records required under 516.25(a) of this title shall be kept.

E. PAYROLL. DEDUCTIONS SUBJECT TO SECRETARY OF LABOR APPROVAL—The Contractor and any subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Section D. The Secretary may grant permission whenever he finds that:

1. The Contractor, subcontractor or any affiliated person does not make a profit or benefit directly from the deduction, either in the form of a commission, dividend or otherwise;
2. The deduction, is not otherwise prohibited by law;
3. The deduction is either:
 - a. voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or
 - b. provided for in a bona fide collective bargaining agreement between the Contractor or subcontractor and representatives of its employees; and
4. The deduction serves the convenience and interest of the employee.

F. APPLICATIONS FOR SECRETARY OF LABOR APPROVAL—Any application for the making of payroll deductions under Section E. shall comply with the requirements prescribed in Paragraphs 1 through 5:

1. The application shall be in writing and shall be addressed to the Secretary of Labor.
2. The application shall identify the Contract under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.
3. The application shall state affirmatively that there is compliance with the standards set forth in Section B. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.
4. The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages proposed deduction would be made.
5. The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

G. ACTION BY SECRETARY OF LABOR UPON APPLICATIONS—The Secretary will decide whether or not the requested deduction is permissible under provisions of Section B, and shall notify the applicant in writing of his decision.

H. PROHIBITED PAYROLL DEDUCTIONS—Deductions not elsewhere stipulated and which are not found to be permissible under Section B are prohibited.

- I. **METHODS OF PAYMENT OF WAGES**—The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible. No other methods of payment shall be recognized on work subject to the Copeland Act.

ARTICLE 6. RESERVED

ARTICLE 7. NONSEGREGATED FACILITIES—The Contractor certifies that he does not and will not maintain or provide for his employees any segregated facility at any of his establishments; that he does not and will not permit his employees to perform their services at any location under his control where segregated facilities are maintained; and that he will obtain and retain identical certifications from proposed subcontractors prior to award or subcontracts.

“Segregated facilities” shall mean any waiting room, work area, wash and rest rooms, restaurant and other eating area, time clock, locker room and other storage or dressing area, parking lot, drinking fountain, recreation or entertainment area, transportation and housing facility, provided for employees which is segregated by explicit directive or is segregated on the basis of race, color, age, sex, religion or national origin, because of habit, local custom or otherwise. Penalty for violation or making false statements is prescribed in 18 USC 1001.

**DISTRICT OF COLUMBIA
WEEKLY STATEMENT OF COMPLIANCE
(Construction)**

| | | |
|---|-------------------|---------------|
| Project No. Invitation No. | Contract No. | Date |
| WAGES AND HOURS | | |
| | Total This Period | Total To Date |
| Straight Time Hours Worked | | |
| Overtime Hours Worked | | |
| Overtime and Straight Time Hours Combined | | |
| Wages Earned | | |

I, _____, _____
(Name of signatory party) (Title)

do hereby state

(1) That I pay or supervise the payment of the persons employed by _____
(Contractor or Subcontractor) on the _____ (Building or Work)

that during the payroll period commencing on the _____ day of _____, 19____, and ending on the _____ day of _____, 19____, all persons employed on said project have been paid full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____
(Contractor or Subcontractor)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in 29 CFR Part 3 issued by the Secretary of Labor under the Copeland Act as amended (48 Stat. 948; 63 Stat. 108; 72 Stat. 967; 76 Stat. 537; 40 USC 276c), and described below:

(2) That any payroll otherwise under the Contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the Contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentice employed in the above period is duly registered in a bona fide apprenticeship program registered with the Bureau of Apprenticeship Training, U.S. Department of Labor.

NOTE—Fringe Benefits Statement and Signature Block are on reverse.

Form No. DC 2440-11

FRINGE BENEFITS STATEMENT

The Contractor, or subcontractor as appropriate, hereby states that:

(WHERE ALL OR A MAJORITY OF THE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS)

() Section 1—In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of fringe benefits as listed in the Contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 3 below.

(WHERE ALL OR A MAJORITY OF THE FRINGE BENEFITS ARE PAID IN CASH)

() Section 2—Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, the basic hourly wage rate plus an additional payment in the amount of the required fringe benefits as listed in the Contract, except as noted in Section 3 below.

(WHERE PART OF THE FRINGE BENEFITS ARE PAID IN CASH AND PART ARE PAID TO PLANS, FUNDS, OR PROGRAMS)

() Section 3—All of the fringe benefit payments required by the Contract have been or will be made to appropriate programs, or have been made by cash payments in lieu thereof, or both, to the classifications and in the amounts set forth below:

| CLASSIFICATION (Or Classification Code) | HOURLY AMOUNT | | IDENTITY AND LOCATION OF PLAN, FUND OR PROGRAM |
|--|--------------------|-----------------|---|
| | Paid To Program | Paid In Cash | |
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Signature _____ Title _____

The willful falsification of either of the statements which appear above may subject the Contractor to civil or criminal prosecution. See 18 USC 1001 and 1020 and 31 USC 231.

Rev. July 1973

Start Page

Job Name : Microsoft Word - Standard contract provisions Revised

sjones-Quashie

User Name :

Date & Time : 02/07/2012 5:09 PM

Xerox WorkCentre 7425
Banner Sheet
sjones-Quashie

Attachment J.1.3

PROGRAM OF SPACE REQUIREMENTS

| Dept. | Room Name | Size | Qty. | Subtotal | Total NSF |
|------------------------------------|---|------|------|----------|---------------|
| Finance | | | | | |
| | Director's Office | 205 | 1 | 205 | |
| | Office | 150 | 9 | 1350 | |
| | Workstation (8x7) | 56 | 20 | 1120 | |
| | Reception Area | 250 | 1 | 250 | |
| | Conference Room | 300 | 1 | 300 | |
| | Copy / Files | 100 | 1 | 100 | |
| | Closet | 30 | 1 | 30 | |
| | Subtotal | | | | 3,355 |
| Human Resources | | | | | |
| | Director's Office | 205 | 1 | 205 | |
| | Office | 150 | 7 | 1050 | |
| | Workstation | 56 | 10 | 560 | |
| | Reception Area | 250 | 1 | 250 | |
| | Conference Room | 300 | 1 | 300 | |
| | Interview Room | 150 | 1 | 150 | |
| | Copy / Files | 100 | 1 | 100 | |
| | Closet | 30 | 1 | 30 | |
| | Subtotal | | | | 2,645 |
| Contracting and Procurement | | | | | |
| | Director's Office | 205 | 1 | 205 | |
| | Office | 150 | 6 | 900 | |
| | Workstation | 56 | 4 | 224 | |
| | Reception Area | 250 | 1 | 250 | |
| | Conference Room | 420 | 1 | 420 | |
| | Copy / Files | 100 | 1 | 100 | |
| | Closet | 30 | 2 | 60 | |
| | Subtotal | | | | 2,159 |
| Common Area | | | | | |
| | Seating Area | 300 | 2 | 600 | |
| | Conference Room | 305 | 1 | 305 | |
| | Kitchen | 305 | 1 | 305 | |
| | Closet | 90 | 1 | 90 | |
| | Closet | 30 | 3 | 90 | |
| | | | | | 1,390 |
| | TOTAL NET AREA | | | | 9,549 |
| | Internal Circulation Factor (50%) | | | | 4,775 |
| | Subtotal | | | | 14,324 |
| | Public Circulation Factor (15%) | | | | 2,149 |
| | TOTAL INTERIOR FLOOR AREA REQUIRED | | | | 16,472 |

Attachment J.1.4

General Decision Number: DC120002 01/20/2012 DC2

Superseded General Decision Number: DC20100004

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 | 01/06/2012 |
| 1 | 01/13/2012 |
| 2 | 01/20/2012 |

ASBE0024-007 10/01/2010

| | Rates | Fringes |
|---|----------|---------|
| ASBESTOS WORKER/HEAT & FROST INSULATOR..... | \$ 31.79 | 14.73 |

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

ASBE0024-008 10/01/2010

| | Rates | Fringes |
|--|----------|---------|
| ASBESTOS WORKER: HAZARDOUS MATERIAL HANDLER..... | \$ 19.86 | 7.10 |

Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems

ASBE0024-014 10/01/2010

| | Rates | Fringes |
|------------------|----------|---------|
| FIRESTOPPER..... | \$ 25.10 | 7.24 |

Includes the application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of fire, smoke of other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, sealing of penetrating items and blank openings.

BRDC0001-002 05/01/2011

| Rates | Fringes |
|-------|---------|
|-------|---------|

BRICKLAYER.....\$ 27.21 7.76

CARP0132-008 05/01/2011

| | Rates | Fringes |
|---|----------|---------|
| CARPENTER, Includes Drywall Hanging, Formsetting, and Soft Floor (Carpet) Installation..... | \$ 26.74 | 7.45 |
| PILEDRIVERMAN..... | \$ 24.94 | 8.15 |

CARP1831-002 04/01/2011

| | Rates | Fringes |
|-----------------|----------|---------|
| MILLWRIGHT..... | \$ 30.24 | 7.65 |

ELEC0026-016 06/01/2011

| | Rates | Fringes |
|--|----------|----------|
| ELECTRICIAN, Includes HVAC Temperature Control Installation..... | \$ 39.75 | 3%+13.10 |

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 01/01/2012

| | Rates | Fringes |
|------------------------|----------|------------|
| ELEVATOR MECHANIC..... | \$ 39.70 | 23.535+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, STRUCTURAL AND ORNAMENTAL..... | \$ 28.83 | 13.295 |

IRON0201-006 05/01/2009

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

LABO0657-015 09/05/2011

| | Rates | Fringes |
|-----------------------|----------|---------|
| LABORER: Skilled..... | \$ 20.88 | 6.47 |

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 05/01/2011

| | Rates | Fringes |
|-------------------------|----------|---------|
| MARBLE/STONE MASON..... | \$ 32.88 | 13.99 |

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 05/01/2011

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

| | | |
|-----------------------------|----------|------|
| TERRAZZO WORKER/SETTER..... | \$ 26.04 | 9.89 |
|-----------------------------|----------|------|

MARB0003-007 05/01/2011

| | | |
|--|-------|---------|
| | Rates | Fringes |
|--|-------|---------|

| | | |
|------------------------|----------|------|
| TERRAZZO FINISHER..... | \$ 20.48 | 8.74 |
|------------------------|----------|------|

MARB0003-008 05/01/2011

| | | |
|--|-------|---------|
| | Rates | Fringes |
|--|-------|---------|

| | | |
|------------------|----------|------|
| TILE SETTER..... | \$ 25.29 | 9.89 |
|------------------|----------|------|

MARB0003-009 05/01/2011

| | | |
|--|-------|---------|
| | Rates | Fringes |
|--|-------|---------|

| | | |
|--------------------|----------|------|
| TILE FINISHER..... | \$ 20.48 | 8.74 |
|--------------------|----------|------|

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 07/01/2011

| | | |
|--|-------|---------|
| | Rates | Fringes |
|--|-------|---------|

| | | |
|----------------|----------|------|
| PLASTERER..... | \$ 27.66 | 5.82 |
|----------------|----------|------|

PLAS0891-006 05/01/2010

| | | |
|--|-------|---------|
| | Rates | Fringes |
|--|-------|---------|

| | | |
|-----------------------------------|----------|------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 27.15 | 9.58 |
|-----------------------------------|----------|------|

PLAS0891-007 08/01/2011

| | | |
|--|-------|---------|
| | Rates | Fringes |
|--|-------|---------|

FIREPROOFER

| | | |
|--------------|----------|------|
| Handler..... | \$ 15.00 | 3.89 |
|--------------|----------|------|

| | | |
|-----------------|----------|------|
| Mixer/Pump..... | \$ 17.00 | 3.89 |
|-----------------|----------|------|

| | | |
|--------------|----------|------|
| Sprayer..... | \$ 21.50 | 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 08/01/2011

| | Rates | Fringes |
|---|----------|---------|
| PLUMBER | | |
| Apartment Buildings over 4 stories (except hotels)..... | \$ 23.41 | 9.51+a |
| ALL Other Work..... | \$ 38.17 | 15.50+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 08/01/2011

| | Rates | Fringes |
|----------------------------|----------|---------|
| PIPEFITTER, Including HVAC | | |
| Pipe Installation..... | \$ 37.62 | 17.22+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 05/01/2011

| | Rates | Fringes |
|-------------|----------|---------|
| ROOFER..... | \$ 26.60 | 8.98 |

 SFDC0669-002 04/01/2011

| | Rates | Fringes |
|---|----------|---------|
| SPRINKLER FITTER (Fire Sprinklers)..... | \$ 29.95 | 17.00 |

 SHEE0100-015 07/01/2011

| | Rates | Fringes |
|--|----------|---------|
| SHEET METAL WORKER (Including HVAC Duct Installation)..... | \$ 37.09 | 13.61 |

 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.

=====
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
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of "identifiers" that indicate whether the particular
rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with
characters other than "SU" denotes that the union
classification and rate have found to be prevailing for that
classification. Example: PLUM0198-005 07/01/2011. The
first four letters , PLUM, indicate the international union and
the four-digit number, 0198, that follows indicates the local
union number or district council number where applicable ,
i.e., Plumbers Local 0198. The next number, 005 in the
example, is an internal number used in processing the wage

determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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.

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END OF GENERAL DECISION

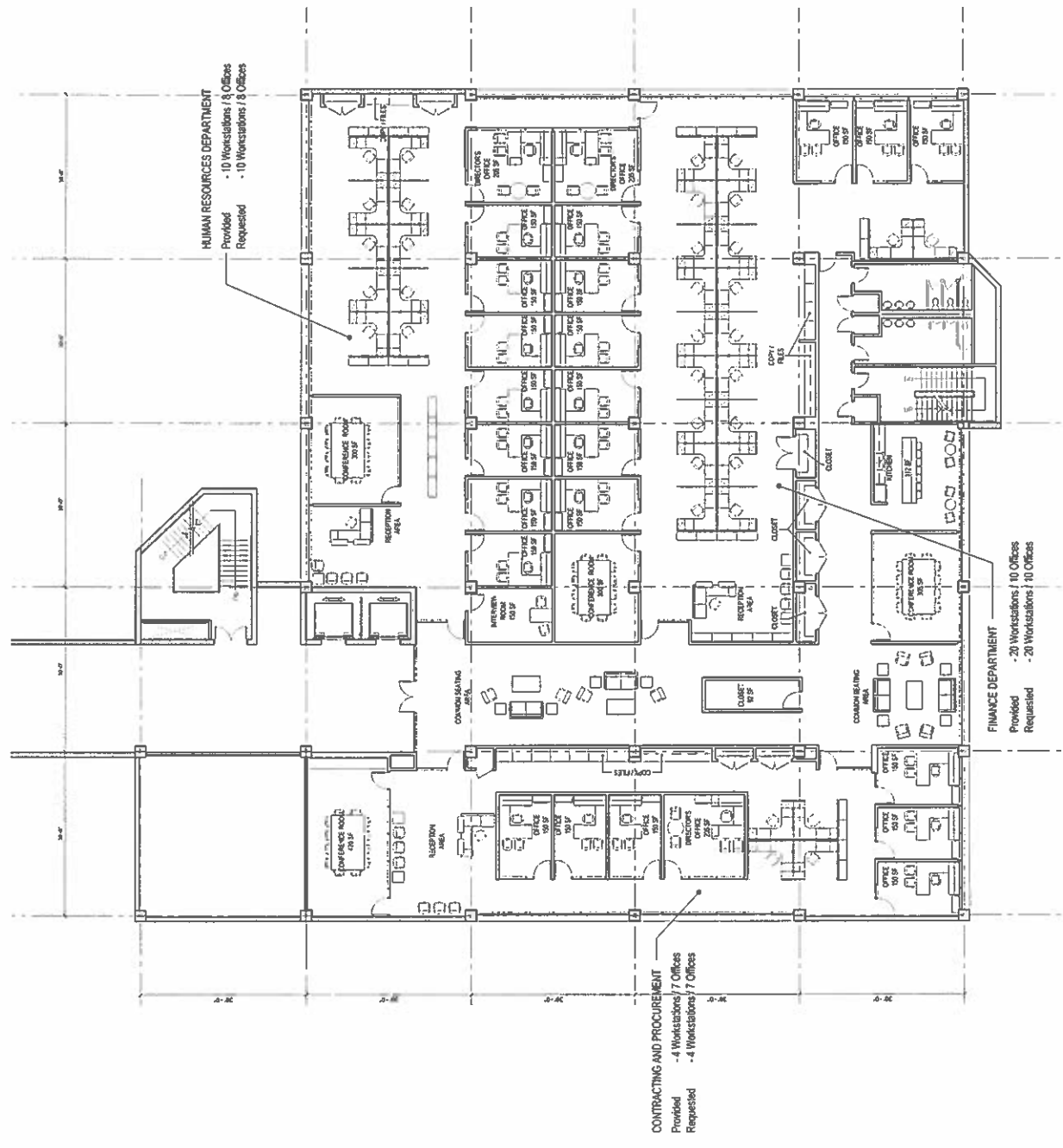
Proposed Floor Plan



University of the District of Columbia

LEVEL - 2

Proposed Floor Plan
Building 39

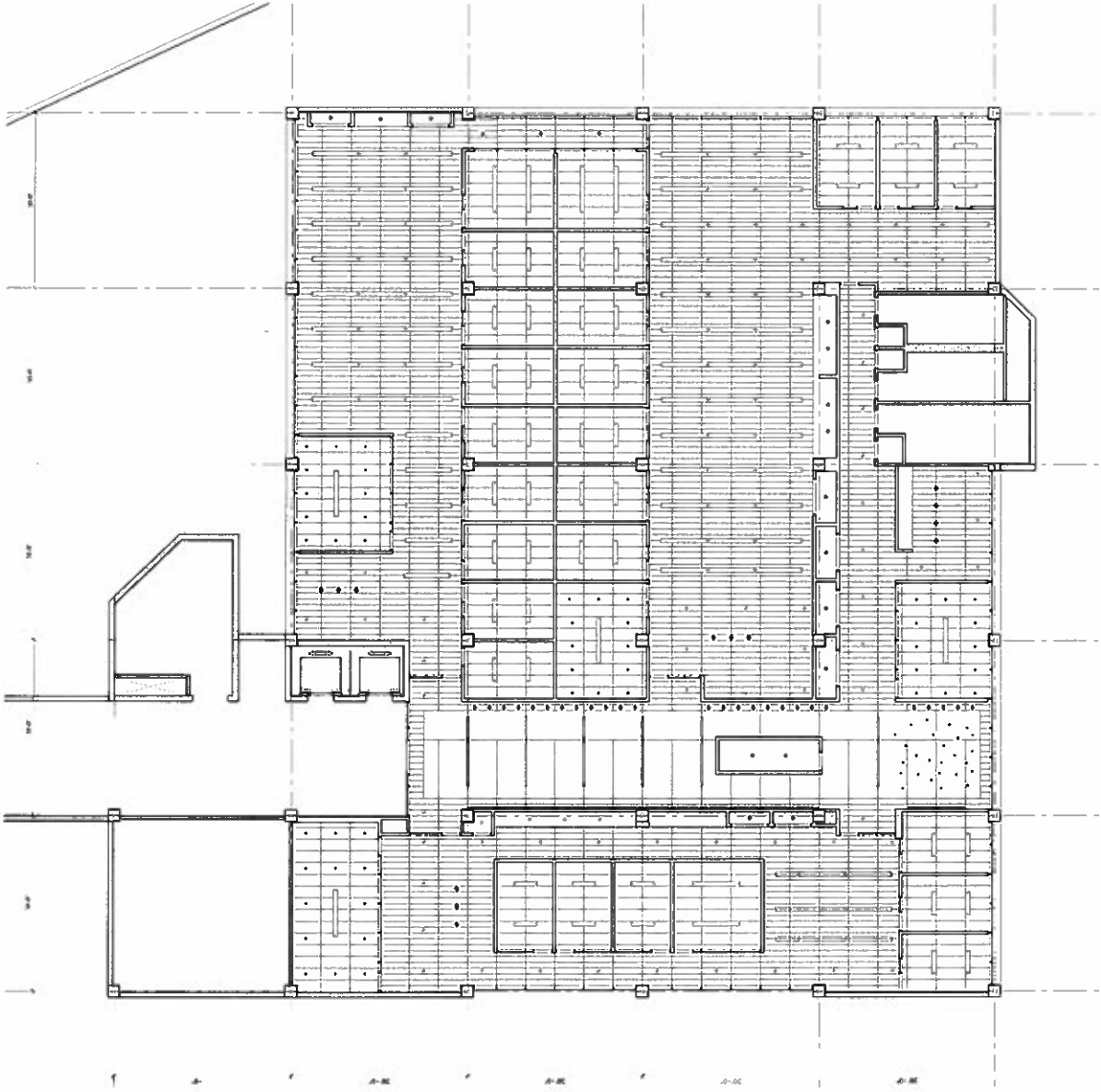




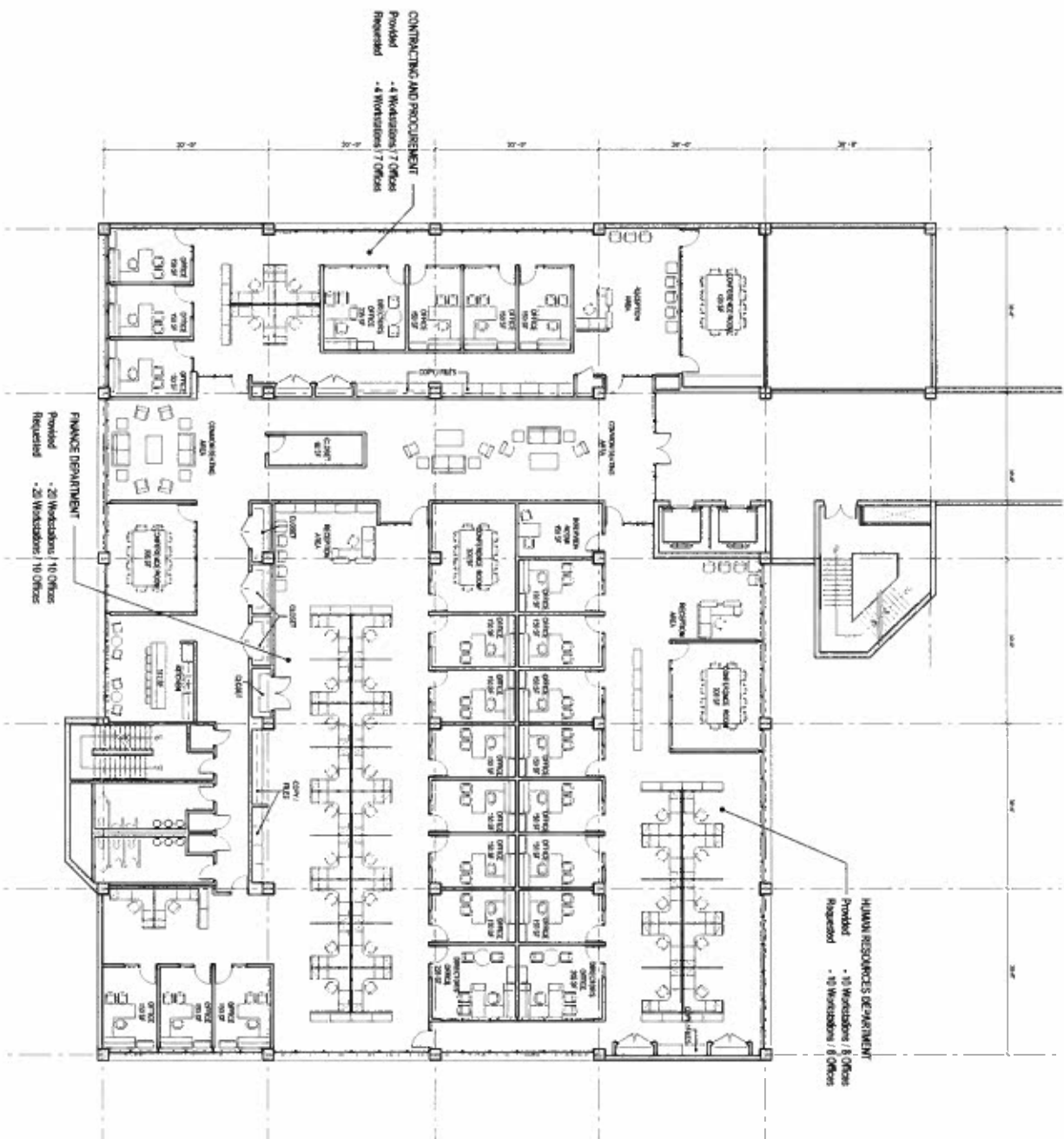
University of the District of Columbia

LEVEL - 2

Proposed Floor Plan
Building 39



Attachment J.1.5

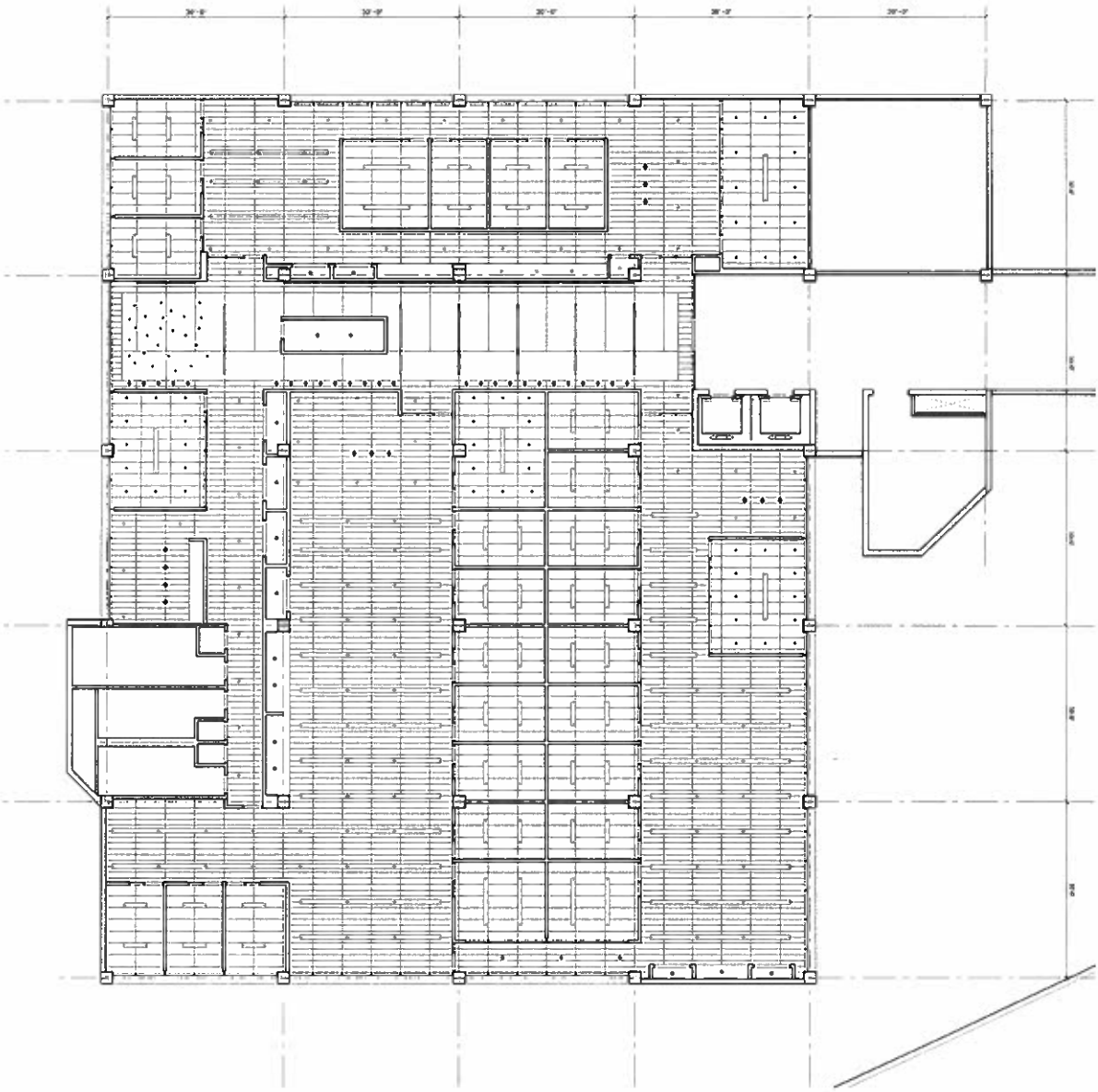


University of the District of Columbia

LEVEL - 2

Proposed Floor Plan
Building 39





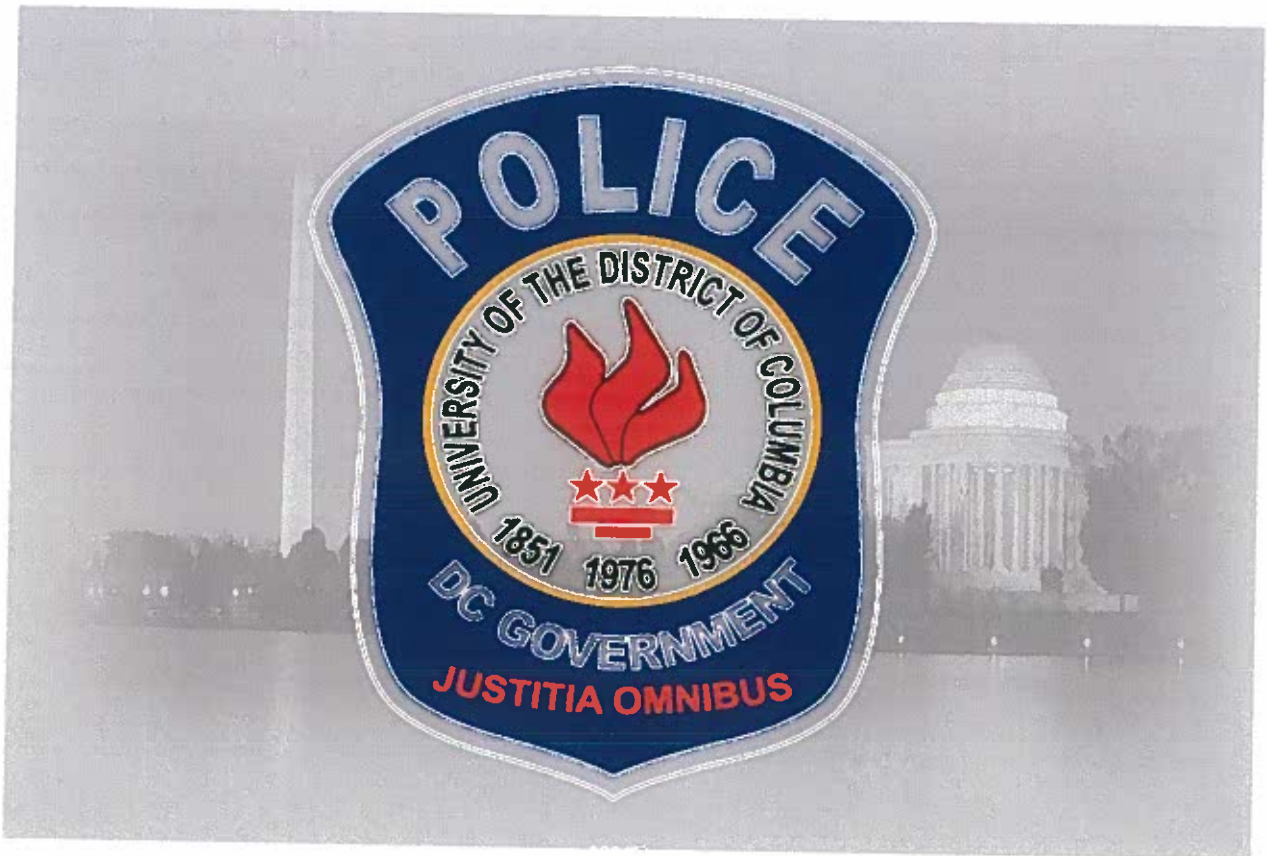
University of the District of Columbia

LEVEL - 2

Proposed Floor Plan
Building 39



Attachment J.1.6



OFFICE OF PUBLIC SAFETY/POLICE
University of the District of Columbia
Integrated Security Management
Specifications

12.1.2011

The University is responsible and accountable to ensure the safety and well being of the academic community. Crime is a serious problem that faces all colleges and universities today. The types of crime educational institutions experience range from trespassing, burglary and theft to physical and sexual assault, and armed robbery.

The University is an educational institution whose primary mission, to educate, in safe and secure academic buildings. These buildings house the activities which require the faculty, students, and staff to assemble. Many academic buildings are multi-use buildings that operate twenty-four hours per day, seven days a week. The more academic programs and activities a facility generates, the larger the responsibility it is to provide adequate safety and security measures to protect both people and property. Security measures may vary based on the facility size and the level of activities.

This security measures in this standard provides building protection to typical multi-use academic buildings at the University of the District of Columbia. The standard has been developed by utilizing years of experience, recognizing the diverse needs, and collecting acceptable ideas and practices that have proven to increase security and safety.

The standard utilizes (CPTED) Crime Prevention Through Environmental Design concepts, which expand on the assumption that proper design and effective use of the built environment, can lead to a reduction in the fear of crime and incidence of crime, and to an improvement in the quality of life. Standards may require architectural, electronic, and operational measures.

The intent of an established standard is to provide a balance and consistent approach for security methods and measures across the campus. Standards do not eliminate the need for knowledge and judgment. Standards present solutions that are valid for most conditions, but in certain demanding cases more stringent provisions may be justified with the Office of Public Safety's approval. Similarly, conditions may exists which permit less extensive alternate solutions.

Multipurpose buildings house classrooms, lecture halls, libraries, laboratories, research facilities, shops, cafeterias, faculty and administrative offices student centers, etc. The perimeters of the buildings have pedestrian entrances, emergency exits, receiving docks, windows, and utility openings that require protection from unauthorized or illegal entry. This is a challenge since the buildings are heavily populated and are extremely active around the clock.

Pedestrian Entrances

All buildings have recognizable-designated pedestrian entrances. It is recommended to minimize the amount of entrances to channel pedestrian traffic to support the access control management. All pedestrian entrances are recognized as authorized building exits. All entrances shall be provided with the following security measures:

- All entry doors, frames, window panes, and locks on the building's perimeter must be resistant to forcible entry. The doors must be able to close and lock from the outside and provide emergency egress from the inside.

- Entrance doors must be equipped with the campus standard access control card readers, electric locks, and intrusion propped door sensors.

The access control system is a computer security management system that grants authorized cardholder's access to the protected areas during predetermined programmable time periods. It maintains a transaction record of all entries to the building. Multipurpose buildings are open during normal operating hours and closed and locked after hours. After normal operating hours, all faculty, students, and staff with predetermined authorized privileges may use their UDC ONEcard as a key to enter the locked buildings. Through the access control system's programming, lost, stolen, and expired cards can be deactivated which denies access to protected buildings and other areas. The Office of Public Safety centrally monitors the access control system 24-hours per day.

- All entry doors must be equipped with intrusion/propped door alarm sensors. The Intrusion propped door sensors monitor the open/closed position of the door. The sensor will detect a door that is forced open or if a door is illicitly propped open.
- All electric lock and door conditions must be inspected and tested for proper operation quarterly. Preventive maintenance must be performed on the doors every six months.
- All intrusion/propped door alarms must be inspected and tested for proper operation every six months.

Emergency Exits

All buildings are equipped with exit doors used for pedestrian egress in case of an emergency. The numbers of emergency exits are based on life safety requirements, the architectural make up of the building, and the population the building exit is designed to accommodate. All emergency exits must be provided with the following security measures:

- All entry doors, frames, window panes, and locks on the building's perimeter must be resistant to forcible entry. The doors must be able to close and lock from the outside and provide emergency egress from the inside.
- All entry doors must be equipped with intrusion door alarm sensors. The sensor will detect a door that is forced open.
- All intrusion/propped door alarms must be inspected and tested for proper operation every six months.

Receiving Docks

The receiving docks are considered entrances. All receiving dock entrances must be provided with the same security measures as an entrance door.

Windows

Most buildings are equipped with air conditioning, but many buildings have operable windows for fresh air ventilation.

- All building operable windows must be closed and locked when not used for ventilation. All building occupants are responsible to ensure windows are properly secured after normal operating hours. The Office of Public Safety will periodically patrol and inspect the buildings perimeter for unsecured windows.
- All accessible windows less than 14' from ground level or adjacent to buildings, fire escapes, rooftops, etc. must be equipped with window security barriers such as burglar resistant window screens or perforated metal.

Building Utility and Rooftop Openings

Many buildings have accessible utility and rooftop opens that an intruder can gain access to the buildings.

- Any utility opening that is greater than 10 inches square that an intruder could enter and exit the building must have an effective security barrier such as bars, grills, or operable gates.
- All accessible utility and rooftop passages such as grills, gates, hatches, utility doors, etc. must be equipped with appropriate intrusion alarm sensors.

UDC INTEGRATED SECURITY MANAGEMENT SYSTEM

PART 1 — GENERAL

SUMMARY: The intent of this document is to specify the minimum criteria for the supply, installation, integration and activation of Satellite/Branch campus security management system (SMS) with UDC's Main Campus SMS. The Main campus SMS is on the Honeywell ProWatch platform. **All work must be coordinated and approved through UDC Police, Technology Services Division and Advantech, Inc. (UDC's existing security systems integrator). All work must be supplied, installed, and programmed by a Honeywell ProWatch Platinum Certified Systems Integrator (certification with the Honeywell Software Design Kit) as well as be a Salto Trained Inspired Business Partner (TIBP). Security integrator must have documented experience working in a security environment that has an integrated ProWatch/Salto System.**

1.1 REFERENCES

- A. Reference Standards: Systems specified in this Section shall meet or exceed the requirements of the following:
 1. Federal Communications Commission (FCC):
 - a. FCC Part 15 – Radio Frequency Device
 - b. FCC Part 68 – Connection of Terminal Equipment to the Telephone Network
 2. Underwriters Laboratories (UL):
 - a. UL294 – Access Control System Units
 - b. UL1076 – Proprietary Burglar Alarm Units and Systems
 3. National Fire Protection Association (NFPA):
 - a. NFPA70 – National Electrical Code
 4. Electronic Industries Alliance (EIA):
 - a. RS232C – Interface between Data Terminal Equipment and Data Communications Equipment Employing Serial Binary Data Interchange
 - b. RS485 – Electrical Characteristics of Generators and Receivers for use in Balanced Digital Multi-Point Systems
 5. Federal Information Processing Standards (FIPS):
 - a. Advanced Encryption Standard (AES) (FIPS 197)
 - b. FIPS 201: Personal Identity Verification (PIV) of Federal Employees and Contractors
 6. Homeland Security Presidential Directive 12 (HSPD-12)

1.2 SECURITY MANAGEMENT SYSTEM DESCRIPTION

- A. The Security Management System shall function as an electronic access control system and shall integrate alarm monitoring, CCTV, digital video, ID badging and database management into a single platform. A modular and network-enabled architecture shall allow maximum versatility for tailoring secure and dependable access and alarm monitoring solutions.

1.3 SUBMITTALS

- A. Manufacturer's Product Data: Submit manufacturer's data sheets indicating systems and components proposed for use.
- B. Shop Drawings: Submit complete shop drawings indicating system components, wiring diagrams and load calculations.
- C. Record Drawings: During construction maintain record drawings indicating location of equipment and wiring. Submit an electronic version of record drawings for the Security Management System not later than Substantial Completion of the project.
- D. Operation and Maintenance Data: Submit manufacturer's operation and maintenance data, customized to the Security Management System installed. Include system and operator manuals.
- E. Maintenance Service Agreement: Submit a sample copy of the manufacturer's maintenance service agreement, including cost and services for a two year period for Owner's review.

1.4 QUALITY ASSURANCE

- A. Manufacturer: Minimum ten years' experience in manufacturing and maintaining Security Management Systems. Manufacturer shall be Microsoft Gold Certified.
- B. Installer and Security Integrator must be **Platinum** certified by Honeywell Integrated Security Dealer Service Certification Program (DSCP). Platinum certification ensures that the Installed

and Security Integrator is Integration Capable and has met the highest standards of technical competence and customer service.

- C. Installer and Security Integrator must be PROWATCH Security Management System (SMS) certified by Honeywell Integrated Security. Certification must be evidenced by the full time employment of multiple PROWATCH SMS certified (successful completion of manufacturer training) technicians and must also be certified in the Honeywell Software Development Kit (HSDK).
- D. Installer and Security Integrator must be MaxPro Video Management System (PROWATCH Video Manager) certified by Honeywell Integrated Security. Certification must be evidenced by the full time employment of multiple MaxPro VMS certified (successful completion of manufacturer training) technicians.
- E. Installer and Security Integrator must be Enterprise certified by Honeywell Integrated Security. Certification must be evidenced by the full time employment of multiple MaxPro VMS certified (successful completion of manufacturer training) technicians.
- F. Installer and Security Integrator must be a Salto Trained Inspired Business Partner (TIBP). TIBP must be evidenced by the full time employment of multiple Salto certified (successful completion of manufacturer training) technicians.
- G. Installer and Security Integrator must also show evidence by the full time employment with Prowatch & Salto working seamlessly in an integrated environment (same as in the University of the District of Columbia).

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in manufacturer's labeled packages. Store and handle in accordance with manufacturer's requirements.

1.6 WARRANTY

- A. Manufacturer's Warranty: Submit manufacturer's standard warranty for the security management system.

PART 2 – PRODUCTS

2.1 INTEGRATION REQUIREMENTS FOR VAN NESS AND SATELLITE/BRANCH CAMPUSES

- A. The Security Management System, herein referred to as System or SMS, and the Sub-systems shall be modular and networkable. The System shall be controlled by UDC's existing

Honeywell PROWATCH Version 3.8 software. All work shall be coordinated and approved through UDC Police, Technology Services Division and **Advantech, Inc.** (UDC's existing Security Systems Integrator). All work must be supplied, installed and programmed by a Honeywell Integrated Security Platinum Certified Systems Integrator. This System Integrator must also be certified and manufacturer trained for the following: Salto Virtual Networked Access Control Locks, Honeywell PROWATCH SMS, Honeywell MaxPro VMS, and Honeywell Enterprise integrated as one system.

UDC's existing Security Systems Integrator is ADVANTECH, Inc. Telephone: 877-674-8405, Email: daves@advantechsecurity.net or eric@advantechsecurity.net

- B. Any required Security Workstations, Servers, Storage Arrays, Laptops, Touchscreens, Network Switches, Racks/Enclosures and UPSs indicated in the drawings or specifications for this project must be pre-approved by UDC's existing Security Systems Integrator. Pre-approval must be evidenced by a compliance document listing the required technical specifications of each item.

2.2 MANUFACTURER

- A. Security Management System Manufacturer: Pro-Watch® Security Management Suite by Honeywell, www.honeywellintegrated.com. Provide the following software system:
1. Pro-Watch® Corporate Edition.

2.3 SECURITY MANAGEMENT SYSTEM SOFTWARE REQUIREMENTS

Software Requirements: The Security Management System shall be a modular and network-enabled access control system. The Security Management System shall be capable of controlling multiple remote sites, alarm monitoring, video imaging, ID badging, paging, digital video and CCTV switching and control that allows for easy expansion or modification of inputs and remote control stations. The Security Management System control at a central computer location shall be under the control of a single software program and shall provide full integration of all components. It shall be alterable at any time depending upon facility requirements. Security Management System reconfiguration shall be accomplished online through system programming. **THE ADDITIONAL CARD READER LICENSES, CAMERA LICENSES, ADDITIONAL PROWATCH CE CLIENT LISENCE AND ADDITIONAL MAXPRO VMS CLIENT LICENSES SHALL BE PROVIDED AS A PART OF THIS PROJECT. IN ADDITION THE MANUFACTURER'S SSA (SOFTWARE SUPPORT AGREEMENT) FOR ALL PROWATCH LICENSES AND SUB-SYSTEM LICENSES SHALL BE INCLUDED FOR THE FIRST YEAR OF SYSTEM OPERATION. ALL REQUIRED PROGRAMMING OR LICENSING SHALL BE COORDINATED THROUGH AND PROVIDED BY UDC'S EXISTING SECURITY SYSTEMS INTEGRATOR.**

- A. The Security Management System shall include the following:

1. **Multi-User/Network Capabilities:** The Security Management System shall support multiple operator workstations via local area network/wide area network (LAN/WAN). The communications between the workstations and the server computer shall utilize the TCP/IP standard over industry standard IEEE 802.3 (Ethernet). The communications between the server and workstations shall be supervised, and shall automatically generate alarm messages when the server is unable to communicate with a workstation. The operators on the network server shall have the capability to log on to workstations and remotely configure devices for the workstation. Standard operator permission levels shall be enforced, with full operator audit.
2. **Concurrent Licensing:** The Security Management System shall support concurrent client workstation licensing. The Security Management System application shall be installed on any number of client workstations, and shall provide the ability for any of the client workstations to connect to the database server as long as the maximum number of concurrent connections purchased has not been exceeded.
3. **Security Key:** The Security Management System shall only require a single security key dongle to be present on the database server for the Security Management System to operate. Security keys shall not be required at the client workstations. The Security Management System shall allow a user to read the information that is programmed on the server security key dongle. The Security Management System shall support export of the information using the 'Export Dongle information' button, which shall allow the user to forward to the integrator when upgrading new dongle features.
4. **Access Control Software Suite:** The Security Management System shall offer a security management software suite available in four scalable versions: Lite, Professional, Corporate, and Enterprise Editions. The Security Management System platform shall offer a complete access control solution: alarm monitoring, video imaging, ID badging and video surveillance control.
 - a. **Corporate Edition:** The Security Management System shall operate in the Windows Server 2003 (32-bit) or Windows Server 2008 (32-bit and 64-bit) environment and utilize SQL 2005 (32-bit) or SQL 2008 (32-bit or 64-bit) as the database engine.
5. **Terminal Services:** The Security Management System shall support Windows Server 2003/2008 Terminal Services. Terminal Services shall allow the Security Management System server application to reside on the Windows Terminal Server. Operating systems supporting a standard web browser shall be capable of utilizing the thin client architecture. The Security Management System shall support unlimited connections, based on concurrent licensing, to the Security Management System software. Full

functionality shall be obtained through the intranet connection allowing full administration and monitoring without the need for a local installation.

6. **Relational Database Management System:** The Security Management System shall support industry standard relational database management systems. This shall include relational database management system Microsoft SQL Server 2005/2008.
7. **Database Partitioning:** The Security Management System shall provide the option to restrict access to sensitive information by user ID.
8. **Memory:** Proprietary software programs and control logic information used to coordinate and drive system hardware shall be stored in read-only memory.
9. **LDAP/ Microsoft Active Directory Services:** The Security Management System shall provide support of Lightweight Directory Access Protocol (LDAP) for enabling the user to locate organizations, individuals, and other resources such as files and devices in a network, whether on the public internet or on a private intranet. The Security Management System shall provide a direct link to Microsoft Active Directory Services. The Security Management System shall allow the transfer of Active Directory users into the database via the Data Transfer Utility. Conversely, Security Management System users shall be capable of being exported to the Active Directory.
10. **Unicode:** The Security Management System shall utilize Unicode worldwide character set standard. The Security Management System shall support double-byte character sets to facilitate adaptation of the Security Management System user interface and documentation to new international markets. Language support shall include at a minimum English, Spanish, Portuguese, French, German and Simple Chinese.
11. **Encryption:** The Security Management System shall provide multiple levels of data encryption
 - a. True 128-bit AES data encryption between the host and intelligent controllers. The encryption shall ensure data integrity that is compliant with the requirements of FIPS-197 and SCIF environments. Master keys shall be downloaded to the intelligent controller, which shall then be authenticated through the Security Management System based on a successful match.
 - b. Transparent database encryption, including log files and backups

- c. SQL secure connections via SSL
-
- 12. Supervised Alarm Points: Both supervised and non-supervised alarm point monitoring shall be provided. Upon recognition of an alarm, the system shall be capable of switching CCTV cameras that are associated with the alarm point.

 - 13. Compliance and Validation: The Security Management System shall incorporate signature authentication where modifications to Security Management System resources will require either a single or dual signature authentication. Administrators will have the ability to select specified devices in the Security Management System where data manipulation will be audited and signatures will be required to account for the data modification. Upon resource modification, the user will be required to enter a reason for change or select a predefined reason from a list. All data will be securely stored and maintained in the database and can be viewed using the reporting tool. This functionality will meet the general requirements of Validation and Compliance through Digital Signatures with special attention to the case of Title 21 CFR Part 11 Part B compliance.

 - 14. Clean Room Solution:
 - a. Overview: The Security Management System shall provide a clean room solution which enables users to manage their "Clean Environments" or other areas requiring special restricted access through a process-oriented graphical user interface (GUI).

 - b. Configuration: The user shall have the capability of adding, editing, or deleting clean rooms. Each "clean room" shall be capable of having a contamination level set. Entry to a higher level contamination area shall automatically restrict access to cleaner level areas. Individual cards shall be capable of being reset on an immediate one time, automatic, or per-hour basis.

2.4 OPERATIONAL REQUIREMENTS

A. Security Management System Operational Requirements:

1. System Operations:

- a. Password: The Security Management System shall use an integrated authentication method which utilizes Windows user accounts and policies.

- b. Information Access: The Security Management System shall be capable of limiting operator access to sensitive information. Operators must have proper authorization to edit the information.
- c. Shadow Login: The Security Management System shall allow users to login over a currently logged-on user without having the current user log off the Security Management System or out of the Windows operating system.
- d. Graphical User Interface: The Security Management System shall be fully compliant with Microsoft graphical user interface standards, with the look and feel of the software being that of a standard Windows application, including hardware tree-based system configuration.
- e. Help: The main Security Management System user interface shall include a help icon which shall require only one click to activate. The standard special function key "F1" shall have the capability to be programmed to provide access to the help system.
- f. Guard Tour: The Security Management System shall include a guard tour module, which shall allow the users to program guard tours for their facility. The tours shall not require the need for independent or dedicated readers.
- g. Secure Mode Verification (e.g., force guard to do a visual verify): The Security Management System shall provide 'secure mode' control from the verification viewer. This shall allow a user or guard to decide the access of an individual who presents his/her card at a designated secure mode reader.
- h. Database Partitioning: The Security Management System shall support dynamic partitioning. A Security Management System in which partitions are set up at installation and cannot be easily changed shall not be acceptable.
- i. Status Groups: The Security Management System shall support a real-time system status monitor that graphically depicts all logical devices.

- j. **Keyboard Accelerators:** The Security Management System shall allow the user to use a shortcut key to enable designated system commands.
- k. **Automatically Disable Card upon Lack of Use:** The Security Management System shall allow system operators to set a predefined time period in which cardholders must swipe their card through a card reader in the Security Management System.
- l. **User Functions and ADA Ability:** The Security Management System shall provide user functions and ADA (Americans with Disabilities Act) ability that provides the capability to trigger an event at the Security Management System intelligent controller when a defined card is presented.
- m. **Pathways:** The Security Management System shall support the capability of programming pathways. A pathway shall be an object that combines input points to be masked (shunted) for a set duration, and an output point to be activated, when a particular card receives a local grant at a reader.
- n. **Database Audit Log:** The Security Management System shall be capable of creating an audit log in the history file following any change made to the Security Management System database by an operator.
- o. **Operator Log:** The Security Management System shall be capable of creating an action log in the history file following actions performed by an operator.
- p. **Alarm Routing:** The Security Management System shall be capable of defining routing groups that determine what event information shall be routed to a user or class of users.
- q. **Global and Nested Anti-passback:** The Security Management System shall support the use of an optional anti-passback mode, in which cardholders are required to follow a proper in/out sequence within the assigned area.
- r. **Two Person Rule:** The Security Management System shall support a “two person rule” to restrict access to specific access areas unless two cardholders present two

different valid cards to the reader one after the other within a period time defined by the door unlock time multiplied by a factor of 2.

- s. **Occupancy Restrictions:** The Security Management System shall allow the user to define the minimum and maximum occupancy allowed in a designated area.
 - t. **Multiple Sequential Card Swipes to Initiate Procedure:** The Security Management System shall allow the user to define a logical device, quantity of consecutive identical events, a time period and a Security Management System procedure to trigger when the event occurs that quantity of times in the allocated time period.
 - u. **Hardware Templates:** The Security Management System shall include the ability to define hardware templates (door templates) in order to simplify the process of creating an access control system. Hardware templates shall allow a user to define a "typical" door configuration and then use that template over and over in the process of defining doors.
2. **Access Control Functional Requirements:** Functions shall include validation based on time of day, day of week, holiday scheduling, site code verification, automatic or manual retrieval of cardholder photographs, and access validation based on positive verification of card/PIN, card, and video. The following features shall be programmable and shall be capable of being modified by a user with the proper authorization:
- a. **Time Zones:** Shall define the period during which a reader, card, alarm point, door, or other system feature is active or inactive. In addition to Monday-Sunday, there shall be at least one day of the week called Holiday.
 - b. **Holidays:** The application shall allow holidays to be entered into the Security Management System. Holidays shall have a start date plus duration defining multiple days. Holidays shall have a holiday type of 1, 2, or 3, which may be defined by the user.
 - c. **Response Codes:** The Security Management System shall allow the user to enter a predefined code to represent a response to an alarm occurring in the facility.

- d. Clearance Codes: The Security Management System shall allow the user to establish groups of readers at a facility for the purpose of granting or denying access to badgeholders. Clearance codes shall be assigned to companies and individuals employed by the company, and may be modified for individual users in the badgeholder maintenance application.
- e. Companies: Each badgeholder entered into the Security Management System shall be assigned a company code identifying the individual's employer. The company information dialog box displays and maintains information related to companies having access to the facility.
- f. Group Access: The Security Management System shall allow a user or group of users via company selection, a temporary denial of access to specific readers or areas based on a preconfigured event. The group access function shall limit access to a group of cardholders, overriding all other access criteria.
- g. Events: The event editors shall control processing done at the host computer that allows the user to associate nearly any input (trigger) with almost any sequence of outputs (actions) that the Security Management System is capable of executing.
- h. Alarm Pages: Security Management System shall include the capability to create an unlimited number of customized alarm pages for the alarm monitor and each shall be assignable to users and user classes.
- i. Event Types: Definitions shall be shipped with system software but shall be capable, upon installation, of being modified, added to, or deleted from the Security Management System.
- j. Dynamic Graphical Maps: The Security Management System shall provide the user with the means to add maps and indicator icons to maps that shall represent input/output points, logical devices, or cameras located throughout the Security Management System. Security Management System maps shall display the state and condition of alarm points. The Security Management System shall also provide the ability to monitor the channels or panels.
- k. Brass Keys: Shall maintain information related to assets that are issued in the facility, including brass keys, laptops, RSA keys, cell phones, company cards, etc.

- l. ID Badging Client: The Security Management System Shall maintain information related to a badgeholder's card access privileges. Upon entering this application, a window shall appear on the screen and all actions (add, modify, or delete) involving badges and cards shall be initiated from this window. Access privileges shall be linked to the cards used to gain access to doors in the facility. Modifications shall be made by adding or deleting clearance codes, or by door types assigned to the cards or to a badgeholder.

- m. ID Badging System: The Security Management System shall include seamlessly integrated ID badging system.

- n. Users: Information related to the users of the Security Management System software shall be stored in the database. Users entered into the Security Management System shall be assigned the access privileges of the class to which they are assigned.

- o. Elevator Control: The elevator control shall be of the Security Management System intelligent controller-based line of devices. The elevator control shall include the following functional features:
 - 1) Elevator call: Valid card read calls elevator to the floor. No reader in the elevator car.

 - 2) Floor control: Valid card read in the elevator car enables selectable floor buttons.

 - 3) Floor select: Valid card read in the elevator car enables selectable floor buttons and logs which floor is selected after the card is presented.

- p. Data Transfer Unit (DTU): The DTU enables data to be transferred from and external system directly into the Security Management System database.
 - 1) Insert only: If a "data file key column #" shall be provided, the DTU will only insert a new badge record if the key column value is not found. An error shall

be displayed in the log file if an existing badge record is found. If no "data file key column #" is provided, every record will be inserted into the Security Management System.

- 2) Updates only: The DTU shall use the "data file key column #" to look for the matching Security Management System record. An error shall be logged in the log file if the badgeholder is not found in the Security Management System database.
 - 3) Inserts, updates: The DTU shall use the "data file key column #" to look for the matching Security Management System record. If a matching record is not found, the DTU shall insert the data. If a matching record is found, the record shall be updated.
- q. Generic Channel Interface: The Security Management System shall provide the ability to define generic communications channels over serial port or TCP/IP network socket including IP address and port/socket, to support custom integration of external foreign devices. The Security Management System shall generate events based on data received from the channel matching operator pre-defined instructions.
3. Application Localization: The Security Management System shall support at least seven languages including English. The languages available must include German, French, Spanish, Italian, Chinese (simplified), Portuguese (Brazil), Norwegian, Chinese (Traditional), Danish, and Dutch. All database resources will be localized, and will include a standard U.S. English help file.
 4. Event Manager: The Security Management System shall utilize an event manager as a component of system administration and offer the ability to have users control the amount of data stored as well as a quick snapshot of the logged data in the system. Using the various logs in event manager, the user will be able to gather information about events, auditing, and operator actions. The logs are defined as follows: Event log, audit log, unacknowledged alarms.

2.5 HARDWARE REQUIREMENTS

A. INTELLIGENT CONTROLLERS

1. Distributed architecture shall allow controllers to operate independently of the host. The architecture shall place key access decisions, event/action processing and alarm monitoring functions within the controllers, eliminating degraded mode operation.
2. Flash memory management shall support firmware updates and revisions to be downloaded to the system. Upgrades to the hardware and software shall occur seamlessly without the loss of database, configurations, or historical report data.
3. Manufacturers: Subject to compliance with requirements, provide Field Controllers or comparable product by one of the following:
 - a. Honeywell Security Star I
 - b. Honeywell Security Star II
 - c. Honeywell Security PW-2000
 - d. Honeywell Security PW-5000
 - e. Honeywell Security PW-6000
4. Cardkey Controllers: The Security Management System software suite shall provide functionality to Cardkey Controllers using Nodal Protocol B, the Cardkey Controllers D620 (Firmware revision PS-143D or PS143-E), and the Cardkey D600AP (Firmware Revisions PS-155A or PS-155B). Supported interface is currently, but not limited to, standard STI and STIE devices. Minimum functionality to be supported:
 - a. Controller to host communications.
 - b. Downloading of cards.
 - c. Downloading of Security Management System parameters.
 - d. Downloading of reader parameters.
 - e. Downloading of input point parameters.
 - f. Downloading of relay output point parameters.

B. FIELD HARDWARE

1. The security management system shall be equipped with access control field hardware required to receive alarms and administer all access granted/denied decisions. All field hardware shall meet UL requirements.

2. Intelligent Controller Board
 - a. Honeywell Security PW3K11C
 - b. Honeywell Security PW6K11C

3. Dual Reader Module (DRM)
 - a. Honeywell Security PW6K1R2

4. Alarm Input Module (AIM)
 - a. Honeywell Security PW6K11N

5. Relay Output Module (ROM)
 - a. Honeywell Security PW6K1OUT

6. Card Readers
 - a. HID
 - 1) iClass R40, 13.56MHz Smart Card Reader, Single-gang Mount
 - 2) iClass R15, 13.56MHz Smart Card Reader, Mullion Mount
 - b. Biometric Readers
 - 1) BioScript
 - 2) Recognition Systems
 - 3) MorphoTrak

2.6 SYSTEM INTERFACES

- A. Digital Video Recording Systems

1. The Security Management System shall provide fully integrated support for a powerful digital video recording and transmission system. The Security Management System shall record, search and transmit video, and shall provide users with live, pre- and post- event assessment capabilities. The DVRs shall be seamlessly integrated with existing video equipment and incorporated into any TCP/IP network. The DVRs shall provide multiple levels of integration with the Security Management System software, providing control of the digital video system from the access control application.
2. Manufacturer(s) and part numbers:
 - a. Honeywell MAXPRO® VMS with PROWATCH Connector (PROWATCH VIDEO MANAGER)
 - b. Honeywell Enterprise Network Video Recorders. Sized to provide 30 days of video storage @ RAID5 for the project designated number of cameras, with a recorded resolution of 1280x720 at 5 ips. Provide multiple recorders if necessary. All recorders to be provided with rack-mount UPS in accordance with the UDC Public Safety requirements.

B. Video Management Systems (VMS):

1. With integration to VMS, Security Management System shall control multiple sources of video subsystems in a facility to collect, manage and present video in a clear and concise manner. VMS intelligently determines the capabilities of each subsystem across various sites, allowing video management of any analog or digital video device through a unified configuration and viewer. Disparate video systems are normalized and funneled through a common video experience. Drag and drop cameras from the Security Management System hardware tree into VMS views. Leverage Security Management System alarm integration and advanced features such as pursuit that help the operator track a target through a set of sequential cameras with a single click to select a new central camera and surrounding camera views.
2. Manufacturer(s) and part numbers:
 - a. Honeywell Security MAXPRO VMS

C. Cameras:

1. Indoor/Outdoor Fixed Position: Honeywell HD4MDIP 720p High Definition IP Camera, Day/Night, Impact Resistant. Include appropriate mount for the application.

2. Indoor Fixed Position: Honeywell HD3MDIP 720p High Definition IP Camera, Day/Night. Include appropriate mount for the application.
3. Pan, Tilt, Zoom Outdoor: Honeywell HDXGNWDCW PTZ IP Camera, Day/Night, Wide Dynamic Range, 35x Zoom, Image Stabilization. Include appropriate mount and power supply for the application.
4. Pan, Tilt, Zoom Indoor: Honeywell HDXGNPDCW PTZ IP Camera, Day/Night, Wide Dynamic Range, 35x Zoom. Include appropriate mount and power supply for the application.

D. Virtual Network Wireless Electronic Access Control Locksets:

1. Salto ANSI Mortise Lockset with iClass card reader, Privacy Button, Wireless Ready.
2. Salto Cylindrical Lockset with iClass card reader, Privacy Button, Wireless Ready.
3. Salto Hot Spot Reader/Encoder.

E. Intercom Interface:

1. The interface shall provide control of both remote and master intercom stations from within the Security Management System application. The Security Management System shall allow the user to define the site, channel, description, and address as well as provide a checkbox for primary station.
2. Administrators shall have the capability to program a list of intercom functions that report to the alarm-monitoring module as events. These functions shall coincide with the intercom functions provided with the intercom system. For each intercom function, Security Management System administrators shall be able to define an alphanumeric event description 1 to 40 characters in length and shall also be able to set the parameter value of that function.
3. The intercom interface shall allow for secondary annunciation of intercom calls, events, and alarms in the alarm-monitoring window. Intercom reporting to the alarm monitoring

window shall report as any other access control alarm and shall have the same annunciation and display properties as access control alarms.

4. All intercom calls, events, and alarms that report into the Security Management System shall be stored in the system database for future audit trail and reporting capabilities. Intercom events shall include but not be limited to: Station busy, Station free, Intercom call to busy station, Intercom call to private station, Station disconnected, Function dialed outside connection, Intelligent station ID, Station reset, Station lamp test, Audio program changed, Group hunt occurred, Mail message, Digit dialed during connection, Direct access key pressed, Handset off hook, M-key pressed, C-key pressed
5. Manufacturer(s) and part numbers:
 - a. Stentofon/Zenitel Alphacom series intercoms
 - b. Commend series intercoms

F. Intrusion Detection Panels:

1. Honeywell VISTA-128FBP and VISTA-250FBP Controllers:
 - a. General Requirements: The Security Management System shall support hardwired and TCP/IP communication for the VISTA 128FBP/VISTA-250 FBP panel. Each panel shall have 8 partitions and 15 zone lists. Zones, partitions, and the top-level panel shall have an events page, with all supported events present. Features:
 - 1) Disarm and unlock a door on card swipe.
 - 2) Arm and lock a door on card swipe.
 - 3) Common area arm/disarm.
 - 4) Access denied if intrusion system is in alarm or armed.
 - 5) Monitor and log intrusion system events and alarms in the Security Management System.
 - 6) Associate intrusion system events and alarms to video surveillance integrations.

2. Honeywell Galaxy Dimension GD264 and GD520 Controllers:

a. Security Management System users are able to control and monitor Group and zone status using the Security Management System client, and control the individual zones and groups using Security Management System Access control credentials. Depending on the combined user profiles and access permissions defined in Security Management System, a Security Management System cardholder is allowed or denied permission to arm/disarm zones and groups. The access control functionality of the intrusion panel is disabled when the integration is operational. Features:

- 1) Disarm a zone on a card swipe.
- 2) Arm a zone on consecutive card swipes. Security Management System will support definition of quantity of swipes required and the timeout time in seconds to recognize consecutive swipes.
- 3) Security Management System supports linking of intrusion panel users with Security Management System cardholders.
- 4) Security Management System operators may be given control permissions for intrusion input and output alarms.
- 5) Security Management System can associate alarm events with video commands to look at current or historic footage.
- 6) Security Management System stores and reports on intrusion events.

G. Software Development Kit (SDK)

1. Security Management System shall permit custom integration with other third party systems through an SDK. SDK shall support the OBIX communication protocol and interface directly with the Niagara Framework for support of additional communications protocols.
2. Manufacturer(s) and part numbers:
 - a. Honeywell Security HSDK

PART 3 — EXECUTION

3.1 EXAMINATION

- A. Examine site conditions to determine site conditions are acceptable without qualifications. Notify Owner in writing if deficiencies are found. Starting work is evidence that site conditions are acceptable.

3.2 INSTALLATION

- A. Security Management System, including but not limited to access control, alarm monitoring, CCTV and ID badging system shall be installed in accordance with the manufacturer's installation instructions.

- B. Supervise installation to appraise ongoing progress of other trades and contracts, make allowances for all ongoing work, and coordinate the requirements of the installation of the Security Management System.

3.3 FIELD TESTING AND CERTIFICATION

- A. Testing: The access control, alarm monitoring, CCTV, and ID badging system shall be tested in accordance with the following:
 - 1. Conduct a complete inspection and test of all installed access control and security monitoring equipment. This includes testing and verifying connection to equipment of other divisions such as life safety and elevators.
 - 2. Provide staff to test all devices and all operational features of the Security Management System for witness by the Owner's representative and authorities having jurisdiction as applicable.
 - 3. Correct deficiencies until satisfactory results are obtained.
 - 4. Submit written copies of test results.

END

OFFICE OF PUBLIC SAFETY/POLICE
Technology Services Division
Integrated Security Management Specifications

University of the District of Columbia
4200 Connecticut Ave., NW | Washington, DC 20008
Administration Building (39), Suite C04
D: 202.274.5282 | F: 202.274.7486
www.udc.edu/police

Attachment J.1.7

Attachment J.1.8

Attachment J.2.1

Attachment J.2.1
[Contractors Letterhead]

[Insert Date]

University of the District of Columbia
4200 Connecticut Avenue, NW
Washington, DC 20008

Attn: Sherry Jones-Quashie
Reference: Request for Proposal – Design Build Renovation of Level 2, Building 39 for Human Resources,
General Procurement and Finance

Dear Ms. Quashie:

On behalf of [insert name of offeror], I am pleased to submit this proposal in response to the University of the District of Columbia's Request for Proposal (RFP) to provide Design Build Renovation of Level 2, Building 39 for Human Resources, General Procurement and Finance. The Offeror has reviewed the RFP and the attachments thereto, any addenda thereto, any available design documents for the Project, and has conducted due diligence and analysis as the Offeror, in its sole judgement, has deemed necessary in order to submit its Proposal in response to the RFP. The Offeror's Phase 1 proposal, the Design Fee, the Design Build Fee, the General Conditions Budget and Phase II proposal for construction cost range.

Offeror's Proposal is as follows:

Phase 1 (Pre-Construction)

| | |
|--|-----------------|
| Design Fee | \$ _____ |
| Design-Builder Fee (profit and overhead) | \$ _____ |
| Design-Builder General Conditions | \$ _____ |
| Total | \$ _____ |

Phase II Construction (Target GMP)

| | |
|--------------------|----------------------|
| Construction Cost | \$ _____ to \$ _____ |
| Total Project Cost | \$ _____ |

J.2.2

(Download from Website)

J.2.3

(Download from Website)

J.2.4

(Download from Website)

Attachment J.2.5



COST / PRICE DISCLOSURE CERTIFICATION

RFP Number: _____ Closing Date: _____

Caption: _____ Total Proposed Amount: _____

The undersigned _____

(please print name and title of offeror's authorized signatory) hereby certifies that, to the best of my knowledge, the cost and pricing data (i.e. at the time of price agreement this certification represents all material facts which prudent buyers and sellers would reasonably expect to affect price negotiations in any significant manner) submitted is accurate, complete, and current as of _____ (date of RFP closing or conclusion of negotiations as appropriate).

The undersigned further agrees that it is under a continuing duty to update cost or pricing data through the date that negotiations, if any, with the District are completed. The undersigned further agrees that the price, including profit or fee, will be adjusted to exclude any significant price increases occurring because the cost or pricing data was inaccurate, incomplete or not current. (See D.C. Procurement Regulations, 27 DCMR, Chapter 16, §1624 through §1626, Chapter 24, §2405 and Chapter 33; and Section 25 of the Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March, 2007, as amended).

Signed: _____ Date: _____

Title: _____

Company: _____

Address: _____

DUNS #: _____

Phone: _____

Fax: _____

Attachment J.2.6



Office of Contracting
& Procurement

Government of the
District of Columbia

SUMMARY EVALUATION OF CONTRACTOR/PROVIDER PAST PERFORMANCE

(Please Read The Attached instructions Prior To Completing This Form.)

| CONTRACTOR/PROVIDER INFORMATION | | MONITORING INFORMATION | | 1. CONTRACT NUMBER: | | | |
|---|----------|---|--|---|-----------------------------|-----------------------------|-----------------------------|
| 2. Name of Contractor: Name: Address: City: State: Zip Code: Telephone: Facsimile: E-mail: Point of Contact: | | 3. Contract Administrator/COTR: Name: Address: City: State: Zip Code: Telephone: Facsimile: Agency: E-mail: | | 4. CLASSIFICATION <i>(Check boxes that apply)</i> <input type="checkbox"/> a. Small Purchase <input type="checkbox"/> f. Intra-District <input type="checkbox"/> b. Contract Action <input type="checkbox"/> g. MQJ <input type="checkbox"/> c. DC Supply Schedule <input type="checkbox"/> h. COOPurchase <input type="checkbox"/> d. Delivery Order <input type="checkbox"/> i. LSDBE <input type="checkbox"/> e. Fed Supply Schedule <input type="checkbox"/> j. Subcontract | | | |
| 6. CONTRACTOR TAX IDENTIFICATION NUMBER: | | 7. Contract Monitor: Name: Address: Telephone: Facsimile: Agency: E-mail: | | 5. DATE OF AWARD: | | | |
| 9. CAPTION / DESCRIPTION: | | | | 8. COST ON DATE OF AWARD: | | | |
| | | | | 10. FINAL CONTRACT COST: | | | |
| 11. CONTRACT PERIOD: <i>(Specify Month, Day, Year)</i> From _____ To _____ | | | 12. PERIOD OF PERFORMANCE EVALUATION REVIEW: <i>(Specify Month, Day, Year)</i> From _____ To _____ | | | | |
| 13. Evaluate the Contractor's adherence to the specific contract requirements or Scope of Work. | | 0. <input type="checkbox"/> | 1. <input type="checkbox"/> | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> | 5. <input type="checkbox"/> |
| 14. Evaluate the quality of the Contractor's delivered item or final work product, or service. | | 0. <input type="checkbox"/> | 1. <input type="checkbox"/> | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> | 5. <input type="checkbox"/> |
| 15. Evaluate the timeliness and adherence to interim and final delivery requirements and milestones. | | 0. <input type="checkbox"/> | 1. <input type="checkbox"/> | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> | 5. <input type="checkbox"/> |
| 16. Evaluate the reliability of the Contractor. | | 0. <input type="checkbox"/> | 1. <input type="checkbox"/> | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> | 5. <input type="checkbox"/> |
| 17. Evaluate the effectiveness of the Contractor's service delivery and interaction. | | 0. <input type="checkbox"/> | 1. <input type="checkbox"/> | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> | 5. <input type="checkbox"/> |
| 18. Evaluate the accuracy, timeliness, and completeness of contractor's documentation. | | 0. <input type="checkbox"/> | 1. <input type="checkbox"/> | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> | 5. <input type="checkbox"/> |
| 19. Evaluate contractor's technical performance and approach to the contract. | | 0. <input type="checkbox"/> | 1. <input type="checkbox"/> | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> | 5. <input type="checkbox"/> |
| 20. Evaluate the ability of contractor to deliver or perform at the original price or budget. | | 0. <input type="checkbox"/> | 1. <input type="checkbox"/> | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> | 5. <input type="checkbox"/> |
| 21. Evaluate the effectiveness of Project Management. (Check only if applicable.) | | 0. <input type="checkbox"/> | 1. <input type="checkbox"/> | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> | 5. <input type="checkbox"/> |
| Evaluate the Contractor's compliance with Safety Standards. (Check if Applicable) <i>(Required for construction contracts.)</i> | | 0. <input type="checkbox"/> | 1. <input type="checkbox"/> | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> | 5. <input type="checkbox"/> |
| 23. Evaluate the Contractor's compliance with Labor Standards. (Required for construction contracts.) | | 0. <input type="checkbox"/> | 1. <input type="checkbox"/> | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> | 5. <input type="checkbox"/> |
| 24. Evaluate Contractor's facility(ies) (Check only if applicable. Note each location, if more than one). | | 0. <input type="checkbox"/> | 1. <input type="checkbox"/> | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> | 5. <input type="checkbox"/> |
| 25. Provide an OVERALL PERFORMANCE EVALUATION RATING and add any additional comments. (Attach separate sheet if necessary.) | | 0. <input type="checkbox"/> | 1. <input type="checkbox"/> | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> | 5. <input type="checkbox"/> |
| 26. Evaluator ▶ | a. Name: | b. Signature: | c. Date | d. Comments: | | | |
| 27. Contracting Officer Review ▶ | a. Name: | b. Signature: | c. Date | d. Comments: | | | |
| DISTRIBUTION (FOR OCP USE ONLY): | | <input type="checkbox"/> e. Contract Administrator(COTR) <input type="checkbox"/> f. Contract Monitor <input type="checkbox"/> g. Agency Director <input type="checkbox"/> h. Agency Program | | <input type="checkbox"/> i. Agency Chief Financial Officer <input type="checkbox"/> j. D.C. Office of Inspector General <input type="checkbox"/> k. D.C. Office of Local Business Development <input type="checkbox"/> l. OTHER: _____ | | | |
| <input type="checkbox"/> a. Procurement File <input type="checkbox"/> b. Agency Chief Contracting Officer <input type="checkbox"/> c. Chief Procurement Officer (CPO) <input type="checkbox"/> d. OCP Headquarters (Quality Assurance) | | | | | | | |

INSTRUCTIONS

GENERAL INSTRUCTIONS:

1. This form shall be generated to rate the performance of any contractor, provider, or supplier of goods and services to the District of Columbia.
2. The performance shall be summarized in the comments blocks included on the front of this form by checking the appropriate rating block, and adding any additional comments.
3. If there is not enough space to provide additional comments, please provide the comments on a separate sheet and attach that sheet to the form..
4. Please complete and transmit the attached form to your Agency Chief Contracting Officer in the Office of Contracting and Procurement (OCP), no less than three (3) weeks from the date that a contract ends; or the final delivery and receipt of goods and services pursuant to a contract; or upon the specific request of a representative of the Office of Contracting and Procurement.
5. Please evaluate the performance of the contractor in each area requested checking the appropriate block on the performance evaluation form in accordance with the Rating Schedule listed below:

RATING SCHEDULE

- | | | |
|-----|----------------|--|
| (0) | UNSATISFACTORY | The performance was substandard, and does not meet most contractual requirements. The contractual performance contained serious compliance problems for which the contractor's corrective actions appear or were ineffective. |
| (1) | POOR | The performance was simply marginal, and just barely met the contractual requirements. There are, or were, deficiencies in the overall performance that the contractor needs to address. Generally, there were several concerns with the contractor's performance, quality and service. |
| (2) | SATISFACTORY | The performance acceptably meets or met the contractual requirements. The performance was timely, in compliance with the contractual requirements. Generally, there were a few minor difficulties or problems for which corrective action were undertaken by the contractor and were successful. |
| (3) | GOOD | The performance on this contract was more than satisfactory and exceeded some of the contractual requirements. The performance was more than timely and the quality of service above compliance with the requirement. Generally, there was good satisfaction and happiness with the contractor performance, quality, and service. |
| (4) | VERY GOOD | The performance met and exceeded most of the contractual requirements, to the benefit of the government, resulting in a high standard of quality, timeliness, and overall customer satisfaction.. There were minimal difficulties with this contract for which all corrective actions undertaken by the contractor were met and fully implemented by the contractor. |
| (5) | OUTSTANDING | The performance of the contractor ALWAYS exceeds the contractual requirements, and was reflected by a continued pattern of an exceptional quality goods (or service, or work product); a continued pattern of advance delivery of goods or completion of services; a continued pattern of always performing at or below budget costs; and an unusual pattern of responsiveness to customer concerns; and an exceptionally high standard of demonstrated technical excellence. There were no contractor difficulties with this contract for which corrective action was required. |
6. A written, detailed narrative SHALL be provided to support and sustain all ratings of UNSATISFACTORY or OUTSTANDING. Please attach additional sheets, if needed.

SPECIFIC INSTRUCTIONS: (All items MUST be completed):

- Block 1. Insert the assigned, official contract number of the contract.
- Block 2. Enter the name, address, telephone and facsimile numbers, and the name of the point of contact of the contractor.
- Block 3. Enter the name, address, and telephone, facsimile and e-mail numbers of the Contract Administrator (CA) / Contracting Officer Technical Representative (COTR).
- Block 4. Enter the appropriate classification information on the contract, or purchase order. Check all that apply.
- Block 5. Enter the contract date of award.
- Block 6. Enter the contractor's federal tax identification number that is listed in or on the contract document.
- Block 7. Enter a brief statement proving a caption or description of the nature of the contract.
- Block 8. Enter the name, address, and telephone and fax numbers of the Contract Monitor, or person completing this evaluation, if other than the CA/COTR.
- Block 9. Enter the initial, or agreed upon, price of the contract as listed in the contract or purchase order, exclusive of all modifications.
- Block 10. Enter the final cost of the contract, or what has been, or will be paid to the contractor, inclusive of all approved cost modifications.
- Block 11. Enter the actual stated contract period of the contract that is listed on the front of the contract document.
- Block 12. Enter the specific period for which the performance evaluation is being completed if the specific period is less the total period of the contract.
- Block 13. This item is intended to determine whether the contractor met, or is meeting, the specific requirements outlines in the scope of work that is listed in the contract.
- Block 14. This item is intended to determine the quality of the contractor goods, service, or work performance.
- Block 15. This item is intended to obtain an indication of the timeliness of performance. Ask the question: Did the contractor deliver or perform on time?
- Block 16. This item is intended to assess whether the customer believes the contractor is reliable enough to be used again by the District.
- Block 17. This item is intended evaluate how well the contractor interacted with the District. Was the contractor responsive, flexible, cooperative, and professional.
- Block 18. This item is intended to assess the contractor's consistency in submitting the complete documents for payment, and other administrative documents including compliance on obtaining adequate liability insurance coverage where that requirement is applicable.
- Block 19. This item is intended to ascertain whether the vendor demonstrated originality and resourcefulness in handling issues addressed in a more traditional manner.
- Block 20. This item is intended to evaluate the contractor complied with the stated, or negotiated, contract cost.
- Block 21. This item addresses the extent, effectiveness, and overall management capability of the contractor. (Primarily in service, consulting and construction contracts.)
- Block 22. This item addresses the extent to which the contractor met compliance requirements for a safe work site. (Primarily applicable in construction contracts.)
- Block 23. This item addresses the extent to which the contractor met compliance requirements for labor standards and laws.
- Block 24. This item is intended to evaluate whether the facilities that are provided by the contractor to the District met requirements, including whether the facilities were clean, and safe; and met all District housing and building code requirements, or had a Certificate of Occupancy, where applicable.
- Block 25. Provide an OVERALL PERFORMANCE RATING assessing on the contractor's performance. The rating must be consistent with the prior ratings.
- Block 26. The Evaluator completing this performance evaluation shall sign and enter the date of signature.
- Block 27. The Contracting Officer shall review, and shall sign and enter the date of signature.

Attachment J.2.7

SUBCONTRACTING PLAN

| PRIME CONTRACTOR INFORMATION: | |
|---|---|
| Company: _____ Street Address: _____ City & Zip Code: : _____ Phone Number: _____ Fax: _____ Email Address: _____ | Solicitation Number: _____ Contractor's Tax ID Number: _____ Caption of Plan: _____ _____ _____ |
| Project Name: _____ Address: _____ _____ Project Descriptions: _____ _____ _____ | Duration of the Plan: From _____ to _____ Total Prime Contract Value: \$ _____ Amount of Contract (excluding the cost of materials, goods, supplies and equipment) \$ _____ Amount of all Subcontracts: \$ _____ LSDBE Total: \$ _____ equals _____ % <div style="display: flex; justify-content: space-between; font-size: small;"> LSDBE Subcontract Value Percentage Set Aside </div> |

(List each subcontractor at any tier that will be awarded a subcontract to meet your total set aside goal.)

| SUBCONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts) | | | | | | | | | | |
|--|-------------------------|--------------|---|---------------------|------|------|------|------|--|--|
| Name | Address & Telephone No. | Type of Work | NIGP Code(s) | Description of Work | | | | | | |
| | | | | | | | | | | |
| Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier: _____ 1st, 2nd, 3rd | | | Point of Contact: _____ Name (Print) | | | | | | | |
| LSDBE Certification Number: _____ Certification Status: <table border="1" style="display: inline-table; border-collapse: collapse; text-align: center; font-size: x-small;"> <tr> <td style="width: 15px;">SBE:</td> <td style="width: 15px;">LBE:</td> <td style="width: 15px;">DBE:</td> <td style="width: 15px;">DZE:</td> <td style="width: 15px;">ROB:</td> <td style="width: 15px;">LRB:</td> </tr> </table> (check all that apply) | | | SBE: | LBE: | DBE: | DZE: | ROB: | LRB: | Contact Telephone Number: _____ Fax Number: _____ Email Address: _____ | |
| SBE: | LBE: | DBE: | DZE: | ROB: | LRB: | | | | | |

CERTIFICATIONS

The prime contractor shall attach a notarized statement including the following

- a. A description of the efforts the prime contractor will make to ensure that LBEs, DBEs, ROBs, SBEs, LRBs, or DZEs will have an equitable opportunity to compete for subcontracts;
- b. In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- c. Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- d. Listing of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and
- e. A description of the prime contractor's recent efforts to locate LBEs, DBEs, SBEs, DZEs, LRBs, and ROBs, and to award subcontracts to them.

| PERSON PREPARING THE SUBCONTRACTING PLAN: | |
|---|---|
| Name: _____ (Print) Telephone Number: () _____ - _____ Fax Number: () _____ - _____ Email Address: _____ | Signature: _____ Title: _____ Date: _____ |

FOR CONTRACTING OFFICER USE ONLY

| | | |
|---|------------------------|-------------|
| Date Plan Received by Contracting Officer: _____ | | |
| Report: <input type="checkbox"/> Acceptable <input type="checkbox"/> Not Acceptable | Contract Number: _____ | |
| Name & Title of Contracting Officer: _____ | Signature: _____ | Date: _____ |

(List each subcontractor that will be awarded a subcontract to meet your total set aside goal.)

| SUBCONTRACTOR INFORMATION: (use continuation sheet for additional subcontractors) | | | | | | | | | | |
|---|-------------------------|--------------|--------------|---------------------|------|------|------|------|--|--|
| Name | Address & Telephone No. | Type of Work | NIGP Code(s) | Description of Work | | | | | | |
| Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier: _____ <small>1st, 2nd, 3rd</small> LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1"> <tr> <td>SBE:</td> <td>LBE:</td> <td>DBE:</td> <td>DZE:</td> <td>ROB:</td> <td>LRB:</td> </tr> </table> | | | SBE: | LBE: | DBE: | DZE: | ROB: | LRB: | Point of Contact: _____ <small>Name (Print)</small> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____ | |
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| SUBCONTRACTOR INFORMATION: | | | | | | | | | | |
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| SBE: | LBE: | DBE: | DZE: | ROB: | LRB: | | | | | |

Attachment J.2.8

PRICE BREAKDOWN FORM

The proposer must complete this breakdown of cost/prices and submit it with its proposal.

| DIVISION NO. * | DESCRIPTION | TOTAL PRICE BREAKDOWN |
|---------------------------|--|-----------------------|
| Div. 01 | General Requirements | \$ |
| Div. 02 | Building Demolition | \$ |
| Div. 03 | Concrete | \$ |
| Div. 04 | Masonry | \$ |
| Div. 05 | Metals | \$ |
| Div. 06 | Wood, Plastic, & Composites | \$ |
| Div. 07 | Thermal and Moisture Protection | \$ |
| Div. 08 | Doors-Hardware-Openings | \$ |
| Div. 09 | Finishes | \$ |
| Div. 10 | Specialties | \$ |
| Div. 11 | Equipment | \$ |
| Div. 12 | Furnishings | \$ |
| Div. 14 | Conveying Equipment | \$ |
| Div. 21 | Fire Suppression | \$ |
| Div. 22 | Plumbing | \$ |
| Div.23 | Heating, Ventilating & Air Conditioning | \$ |
| Div 26 | Electrical | \$ |
| Div 27 | Communications | \$ |
| Div. 28 | Electronic Safety & Security | \$ |
| Div.31 | Earthwork | \$ |
| Div.32 | Exterior Improvements | \$ |
| Div.33 | Utilities | \$ |
| Lump Sum Bid Price | Lump Sum Bid Price (copy from CLIN 0001, Section-B.5, Part-I of IFB) | \$ |

* DIVISION means a discrete component of the work for which a separate price is requested. The "Total Price Breakdown" is the sum total of all components, and must equal the Lump Sum Bid Price.