



# BID DOCUMENT

INVITATION NO. GF-2012-B-0046


**AGENCY:** University of the District of Columbia

**PROJECT:** Replace Chiller, Power Plant  
Bldg. 43 in UDC Van Ness Campus

**LOCATION:** 4200 Connecticut Avenue, NW  
Washington, DC 20008

To access our website, please go to:

- [www.udc.edu](http://www.udc.edu)
- Select Administration Tab
- Select Capital Procurement
- Select Business Opportunities

		<b>I. Solicitation No.:</b>  GF-2012-B-0046		<b>2.Type:</b> <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Negotiated (RFP)		<b>3. Date Issued:</b>  May 11, 2012		<b>Page 1 of 104</b>																																														
<b>SOLICITATION, OFFER AND AWARD</b>																																																						
<b>4. Contract Number</b>				<b>5. Requisition/Purchase Request No.</b>				<b>6.</b> <input checked="" type="checkbox"/> Open Market with set aside for SBE subcontracting (see Section M.1.6)  <input type="checkbox"/> SBE Set-Aside (see Sec-B.2 & Sec-M) Mandatory 35% CBE subcontracting requirement in accordance with Section M.1.5 & M.1.6																																														
<b>7. Issued By:</b> University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW Building 38, Room C04 Washington, DC 20008						<b>8. Address Offer To:</b> University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW Building 38, Room C04 Washington, DC 20008																																																
<b>9. For information contact:</b>		<b>A. Name:</b>  Janet C. Concepcion		<b>B. Telephone (No collect calls)</b>			<b>C. E-mail Address</b>																																															
		(Area Code) 202		(Number) 274-6914		(Ext)		janet.concepcion@udc.edu																																														
<b>IMPORTANT - The "offer" section of this form must be fully completed by offeror.</b>																																																						
<b>SOLICITATION</b>																																																						
<b>NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"</b>																																																						
<b>10. Sealed offers in "original" plus 2 copies to perform the work required will be received at the place specified in item 8, or if hand carried, to the bid counter located at address shown in item 8 until 2:00 PM local time on June 7, 2012.</b>																																																						
<b>11. The University requires performance of the work described in strict accordance with the following:</b>																																																						
<table border="0"> <thead> <tr> <th style="text-align: left;">Description</th> <th style="text-align: left;">Section</th> <th style="text-align: left;">Page#</th> </tr> </thead> <tbody> <tr> <td>• Solicitation/Offer/Award Form</td> <td>Section A</td> <td>2</td> </tr> <tr> <td>• Schedule for Construction, Alterations, Repair, Price</td> <td>Section B</td> <td>4</td> </tr> <tr> <td>• Scope/University Specifications/Drawings</td> <td>Section C</td> <td>7</td> </tr> <tr> <td>• Packaging and Markings</td> <td>Section D</td> <td>9</td> </tr> <tr> <td>• Inspection and Acceptance</td> <td>Section E</td> <td>10</td> </tr> <tr> <td>• Deliveries and Performances</td> <td>Section F</td> <td>11</td> </tr> <tr> <td>• Contract Administration Data</td> <td>Section G</td> <td>12</td> </tr> <tr> <td>• Special Contract Requirements</td> <td>Section H</td> <td>50</td> </tr> <tr> <td>• Contract Clauses</td> <td>Section I</td> <td>58</td> </tr> <tr> <td>• List of Attachments</td> <td>Section J</td> <td>74</td> </tr> <tr> <td>• Representations, Certifications and other statements Of Bidders</td> <td>Section K</td> <td>75</td> </tr> <tr> <td>• Instructions, Conditions and other Notices to Bidders</td> <td>Section L</td> <td>87</td> </tr> <tr> <td>• Evaluation Preference Points</td> <td>Section M</td> <td>95</td> </tr> <tr> <td>• The Standard Contract Provisions For Use With Specifications for DC Government Construction Projects dated March 2011.</td> <td></td> <td></td> </tr> </tbody> </table>										Description	Section	Page#	• Solicitation/Offer/Award Form	Section A	2	• Schedule for Construction, Alterations, Repair, Price	Section B	4	• Scope/University Specifications/Drawings	Section C	7	• Packaging and Markings	Section D	9	• Inspection and Acceptance	Section E	10	• Deliveries and Performances	Section F	11	• Contract Administration Data	Section G	12	• Special Contract Requirements	Section H	50	• Contract Clauses	Section I	58	• List of Attachments	Section J	74	• Representations, Certifications and other statements Of Bidders	Section K	75	• Instructions, Conditions and other Notices to Bidders	Section L	87	• Evaluation Preference Points	Section M	95	• The Standard Contract Provisions For Use With Specifications for DC Government Construction Projects dated March 2011.		
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<b>12. The Contractor shall begin performance and complete all the work within 180 calendar days from the date specified in the written</b> <input type="checkbox"/> Award <input checked="" type="checkbox"/> NTP This performance period is <input checked="" type="checkbox"/> Mandatory <input type="checkbox"/> Negotiable																																																						
<b>13. The Contractor must furnish the required performance and payment bonds.</b> <input checked="" type="checkbox"/> yes, within ten (10) calendar days after receiving the Notice of Intent to Award <input type="checkbox"/> no																																																						
<b>14. Additional Solicitation Considerations</b> A. All bids are subject to the work requirements, provisions and clauses incorporated in this solicitation in full text or by reference B. A BID GUARANTEE <input checked="" type="checkbox"/> is required <input type="checkbox"/> is not required																																																						
University of the District of Columbia						Capital Procurement Division																																																

<b>OFFER ( Must be fully completed by offeror)</b>									
15. Name, Company Name and Address of Offeror (with zip code)				16. Telephone No. (    )			18. Remittance Address (if different than item 15).		
				17. E-mail address					
19. The offeror agrees to perform the work required at the prices specified herein and according to the BID SCHEDULE (Section B) and in strict accordance with the terms of this solicitation, if this offer is accepted by the University in writing within 90 calendar days after the date offers are due.									
20. The offeror agrees to furnish any required performance and payment bonds.									
<b>21. ACKNOWLEDGEMENT OF AMENDMENTS</b>									
The offeror acknowledges receipt of amendments to the solicitation (number and date each) See Section L.11									
Amendment Number									
Date									
22. Name and Title of person authorized to sign offer (Type or Print)				22A. Signature			22B. Offer		
<b>AWARD (To be completed by the University)</b>									
23. Amount				24. Accounting and Appropriation data					
25. PAYMENT WILL BE MADE BY:  Office of the Chief Financial Officer 4200 Connecticut Avenue, NW Washington, DC 20008				26. Submit invoices as instructed in Section G of this solicitation (Contract Administration Data)					
<b>CO WILL COMPLETE ITEM 27 OR 28 AS APPLICABLE</b>									
27. [    ] <b>NEGOTIATED AGREEMENT</b> (The Contractor is required to sign this document and return ___ copies to the issuing office). The Contractor agrees to furnish and deliver all items or perform all work requirements for the consideration stated in this contract. The rights and obligations of the parties of this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications and specifications incorporated by reference in or attached to this contract.					28. [    ] <b>AWARD</b> (The Contractor is not required to sign this document). Your offer on this solicitation is hereby accepted. This award consummates the contract which consists of (a) the solicitation and your offer, and (b) this contract award. No further contractual document is necessary.				
29. Name and Title of Contractor or Person Authorized to Sign (Type or Print)				30. Name of CO (Type or Print)  Sherry Jones-Quashie, Contracting Officer					
29A. Signature		29B. Date		30A. Signature		30B. Date			

**PART I**

**SECTION B: SCHEDULE FOR CONSTRUCTION, ALTERATIONS, REPAIRS PRICE**

**B.1** The University of the District of Columbia, Capital Procurement Division is seeking a Contractor to provide all labor, materials, equipment and supervision for the chiller replacement in the Power Plant in Building #43 located at 4200 Connecticut Avenue, NW, Washington, DC 20008 in accordance with the University’s Specifications and Drawings titled “Replace Chiller, Power Plant, Building 43”.

**B.2 OPEN MARKET SOLICITATIONS WITH 35% SUBCONTRACTING SET-ASIDE**

This Invitation for Bids is designated as an Open Market Procurement with 35% Subcontracting Set-Aside for certified small business enterprises (SBE) only under the provisions of the “Small, Local, and Disadvantaged Business Enterprise and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the Fiscal Year 2006 Budget Support Act of 2005” as amended.

**B.3 SUBCONTRACTING PLAN**

Within ten calendar days of notification by the Contracting Officer (CO), any prime Contractor responding to this solicitation shall submit a statement detailing its subcontracting plan for approval by the CO. This plan shall meet the requirements described under Section M.1.9 of this solicitation. A Contractor cannot make any changes to its subcontracting plan without prior written approval by the CO. The approved plan will be incorporated into and become part of the contract.

**B.4** The University contemplates award of a firm fixed-price contract. The estimated price range for this requirement is between \$500,000.00 - \$1,000,000.00.

**B.5** The Contractor must bid lump sum firm fixed price for the following Contract Line Item Number (CLIN) as described below.

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>LUMP SUM PRICE</u>
0001	Replace chiller in Power Plant, Building 43, as shown in the Drawings, Specifications and Scope of Work as described in Section C of this solicitation package.	\$ _____

**LUMP SUM PRICE (CLIN 0001) IN WORDS**

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**ADD BID OPTION:**

**“Bid Option” is additional products, materials, equipment, systems, methods, units of work or major elements of the construction, which may, at the University’s option and under the terms established by the Contract, be added to current requirements of the University.**

<b><u>CLIN</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>LUMP SUM PRICE</u></b>
0002	<b>BID OPTION</b>  Renovate and convert Room C09 (Old Emergency Generator Room) into an office/ breakroom, including all associated architectural, mechanical, plumbing, electrical, fire alarm upgrades as indicated on the drawings	\$ _____

**\*CLIN 0002 will not be included as part of the evaluation for award. Do not combine bid option (CLIN 0002) in the lump sum total on CLIN 0001.**

**B.6 PRICE BREAKDOWN FORM**

The bidder must complete this breakdown of prices and submit it with its bid. In case of any discrepancy in the total bid price entered here and the lump sum price in B.5 shall govern.

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	\$
<b>Lump Sum Bid Price</b>	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 of CLIN 0001.

## PART I

### **SECTION C: SCOPE/SPECIFICATIONS/DRAWINGS**

#### **C.1 SCOPE:**

The University of the District of Columbia, Capital Procurement Division is seeking a Contractor to provide all labor, materials, equipment and supervision for the chiller replacement in the Power Plant in Building #43 located at 4200 Connecticut Avenue, NW, Washington, DC 20008 in accordance with the University's Specifications and Drawings titled "Replace Chiller, Power Plant, Building 43", and the Government of the District of Columbia Standard Contract Provisions For Use With Specifications for District Construction Projects, dated March 2011, and any amendments thereto incorporated herein as Attachment J.1.4.

##### **C.1.1 Statement of Work**

The work consist of replacing one (1) chiller and associated equipment piping, in the Power Plant, Building 43. The scope of work will include the following:

- C.1.1.1** Demolition and removal of one (1) existing chiller, Chiller #3, with associated piping, pumps, and controls; and installation of one new replacement Chiller #3 with associated piping, pumps, and controls.
- C.1.1.2** Incorporate the new chiller control system into the BACNET based DDC and Central Monitoring System.
- C.1.1.3** Repair damage to sub floor and finished floor, paint and seal.
- C.1.1.4** Hazardous material abatement required. (See Attachment J.1.7 – "Limited Asbestos & Lead Testing Report")
- C.1.1.5** The Contractor may be required to provide a temporary chiller as directed.
- C.1.1.6** Bid Option - Renovate and convert Room C09 into an office/breakroom, including all associated architectural, mechanical, plumbing, electrical, fire alarm upgrades as indicated on the drawings.

#### **C.2 UNIVERSITY SPECIFICATIONS:**

The Contractor shall perform the work in accordance with the University Specifications titled "Replace Chiller, Power Plant, Building 43" incorporated herein as Attachment J.1.1.

**C.3 DRAWINGS:**

The Contractor shall perform the work in accordance with the Drawings listed below and included herein as Attachment J.1.2 that are stamped, initialed and dated:

**NOTE:** *The Specifications (J.1.1) and Drawings (J.1.2) titled “Replace Chiller, Power Plant, Building 43” can be purchased for \$175.00 payable by Company check or money order to “DC Treasurer” and can be picked up from the University of the District of Columbia , Capital Procurement Division, 4200 Connecticut Avenue, NW, Building 38, Room C04, Washington, DC 20008.*

DRAWING NO.	TYPE	DRAWING TITLE
1	G001	Cover Sheet – Replace Chiller, Power Plant, Building 43
ARCHITECTURAL		
2	A001	Abbreviations, Symbols, Materials, and General Notes
3	A101	Level “C” Floor Plan Demolition & New Work, Reflected Ceiling Plan
4	A102	Level “A” and “B” Floor Plan, Level “A” Reflected Ceiling Plan Demolition and New Work
5	A601	Schedules, Wall Types & Details
MECHANICAL		
6	M001	Abbreviation, Symbols, Legend and Drawing List
7	M101	Level “C” Demolition Plan - Mechanical
8	M102	Level “C” New Work - Mechanical
9	M401	Sections and Part Plans - Mechanical
10	M501	Chilled Water and Condenser Water Schematic Diagram – Demolition
11	M502	Chilled Water and Condenser Water Schematic Diagram – New Work
12	M601	Controls
13	M701	Schedules
14	M801	Details
15	M802	Details
PLUMBING		
16	P001	Level “A”, “B” and “C” Existing and New Work Plans – Plumbing
ELECTRICAL		
17	E001	Abbreviations, Symbol List, Notes, Drawing List & Lighting Fixture Schedule
18	ED101	Part Floor Plan – Demolition
19	E101	Part Floor Plan – New Work – Lighting and Power
20	E601	Single Line and Power Riser Diagram – Demolition and New Work



## PART I

### SECTION D: PACKAGING AND MARKING

#### **D.1 MATERIAL DELIVERY, HANDLING AND STORAGE:**

- D.1.1** The Contractor shall deliver materials and equipment in the original, properly labeled, unbroken packages, containers, cartridges or bundles and in such quantities and such ample time that progress of work will not be delayed.
- D.1.2** The Contractor shall protect materials and products against any damage or deterioration during transit to the site, unloading, delivering and storing at site, installation or erection, and during period between installation or erection and final acceptance by the University, that shall include, but not limited to:
- D.1.2.1** Minimum exposure to weather during delivery.
  - D.1.2.2** Storage off ground in dry, well-ventilated spaces.
  - D.1.2.3** Covering, as necessary, for adequate protection from soiling and wetting.
- D.1.3** The Contractor shall provide storage methods that will facilitate inspection and testing before and during the use as follows:
- D.1.3.1** Space for storage of materials and equipment will be approved by the University's Inspector (see Paragraph G.22).
  - D.1.3.2** The Contractor shall not occupy more space at the site than is absolutely necessary for proper execution of the work.

## **PART I**

### **SECTION E: INSPECTION AND ACCEPTANCE**

#### **E.1 INSPECTION:**

**E.1.1** The inspection and acceptance requirements for the resultant contract will be governed by Article 11 of the General Provisions of the Standard Contract Provisions For Use With Specifications for District Government Construction Projects, dated March 2011, incorporated herein as Attachment J.1.4.

**E.1.2** In addition, the acceptance criteria for different parts of the work, described in other sections of this IFB and the University's Specifications (Attachment J.1.1) shall apply.

#### **E.2 PARTIAL ACCEPTANCE:**

**E.2.1** The Contract Administrator (CA) may, at his/her option, accept part of the work under the contract in writing prior to the CA's final acceptance of all the work under the contract, when the CA considers it beneficial to the University.

**E.2.2** Partial acceptance shall not preclude liquidated damages for failure to complete the contract within the required time limits established under TIME FOR COMPLETION in Section F.1.

**E.2.3** The warranty period does not commence with partial acceptance but rather at final acceptance/completion.

#### **E.3 FINAL INSPECTION:**

**E.3.1** The Contractor shall give the CA written notice at least fourteen (14) days in advance of date on which the project will be 100% complete and ready for final inspection. Prior to final inspection date, the Contractor shall verify in writing that in the Contractor's best judgment no deficiencies exist.

**E.3.2** The Contractor, CA and University Inspector shall jointly prepare a Punch List of deficiencies found on final inspection that does not prevent the building or area(s) within the building from being occupied. The Contractor shall correct the deficiencies within (14) days after the building or area(s) within the building has been occupied and submit to the CA a report of the corrections as a condition of final acceptance.

## PART I

### **SECTION F: DELIVERIES OR PERFORMANCE**

#### **F.1 TIME OF COMPLETION**

The Contractor shall commence work on the date specified in the written Notice to Proceed (NTP) signed and issued by the Contracting Officer (CO) and shall start and complete all the work within one hundred eighty (180) calendar days from the Notice to Proceed.

#### **F.2 DELIVERABLES**

- F.2.1** The Contractor shall prepare and submit to the Contract Administrator, as a deliverable, the Summary of Progress Payment Breakdown Form, Progress Payment Request Form and Schedule of Values Form. (Refer to G.4.3.1).
- F.2.2** The Contractor shall submit to the CA a complete list of all samples, catalogue cuts and shop drawings within 10 days of Notice to Proceed (NTP). (Refer to H.5).
- F.2.3** The Contractor shall submit all the schedules and reports for approval to the CA. (Refer to G.15).
- F.2.4** Prior to final acceptance of the project, the Contractor shall submit to the CA three (3) copies of operation manuals or instruction manuals for each piece of equipment, mechanical or electrical system. (Refer to G.20).
- F.2.5** The Contractor shall submit to the University, as a deliverable, the report described in section G.37.5 of this contract that is required by the 51% District Residents New Hires Requirement and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid. (Refer to G.38).
- F.2.6** After final inspection, the Contractor shall provide a punch list and report of corrections as specified in Section E.3.2.

**PART I**

**SECTION G: CONTRACT ADMINISTRATION DATA**

**G.1 INVOICE PAYMENT:**

**G.1.1** The University will make progress payments (refer to G.4) to the Contractor, upon the submission of proper invoices, based on the approved Critical Path Method (CPM) schedule as described in Section G.4.1.2 of this document, only for the percentage of work or services actually performed or completed during the subject period and accepted by the University, less any discounts, allowances or adjustments provided for in this contract.

**G.1.2** The University will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

**G.2 INVOICE SUBMITTAL:**

**G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this contract. Invoices shall be prepared in triplicate and submitted to the CA specified in Section G.9 below.

**G.2.2** To constitute a proper invoice, the Contractor shall submit the following information:

**G.2.2.1** Contractor's name and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible);

**G.2.2.2** Contract number, section two (2) and encumbrance number, section twenty-four (24) of the Solicitation Cover sheet. Assignment of an invoice number by the Contractor is also recommended;

**G.2.2.3** Description, amount of payment requested, quantity, and the dates of the work performed based on the approved CPM schedule;

**G.2.2.4** Other supporting documentation or information, as required by the CO;

**G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

**G.2.2.6** Name, title, phone number of person preparing the invoice;

**G.2.2.7** Name, title, phone number and mailing address of person, if different from the person identified above to be notified in the event of a defective invoice, and

**G.2.2.8** Authorized signature.

**G.3 RESERVED:**

**G.4 METHOD OF PAYMENT:**

**G.4.1** The University will utilize the progress payment method under this contract, and will make progress payments when all of the following conditions are satisfied:

**G.4.1.1** The portion of the service provided by the Contractor is accepted by the University;

**G.4.1.2** The work on the specific contract activity as identified in the approved CPM Schedule, for which the progress payment is requested, is 100 % complete;

**G.4.1.3** The Contractor submits the invoice as describe in G.2 for the progress payment.

**G.4.2** The CA will furnish to the Contractor, the following forms:

**G.4.2.1** Capital Construction Payment Request for Work Performed Summary Sheet;

**G.4.2.2** Capital Construction Progress Payment Request Form for work performed;

**G.4.3** The Contractor shall prepare and deliver to the CA for approval:

**G.4.3.1** Original and a copy of completed Payment Request for Work Performed Summary Sheet along with Schedule of Values (to be a summary of all cost loaded DCS activities plus detailed General Condition costs [see Section G.15]) within fourteen (14) days after issuance of written NTP and prior to submission of first progress payment request. This detailed estimate of costs shall include a breakdown of costs for all items of work that will be performed under the contract with total amount equal to the lump sum bid price under Section B.5.

a. General Conditions to include but not limited to:

- i. scheduled value for Project Manager, Superintendent, Foremen and other project personnel
- ii. scheduled value for Site Protection (Watchperson) per Contract Administration Data G.17.1 for contract duration
- iii. scheduled value for the Inspector's Office per Special Contract Requirement for contract duration
- iv. scheduled value for Contractor's project site trailer
- v. scheduled value for As-Built drawings per Special Contract Requirement G.36
- vi. scheduled value for all required Photographs per Special Contract Requirement G.31
- vii. scheduled value for all DCRA trade permits, WASA, DDOT, Certificate of Occupancy and project related
- viii. Mobilization scheduled value shall be set at \$23,000 plus ½% of contract total which equals \$55,180. Payment for mobilization will be paid in two (2) installments. The first payment of \$27,590 will be made following mobilization and initiation of construction work. The second and final payment will be made after twenty percent (20%) of contract work is complete.
- ix. scheduled value for Demobilization, specifically:

1. site clean-up
2. trailer removal
3. disconnection of temporary utilities
4. Building construction clean-up
- x. scheduled value for CPM Baseline Schedule payment in lump sum and required monthly updates
- xi. scheduled value for all temporary utility services.

**G.4.3.2** Original and a copy of the signed (by the authorized representative of the Contractor) Progress Payment Request Form on or before the twenty-fifth (25th) day of each month during progress of the work. The CA will direct the progress payment to be made based on the actual work performed based on the CA's approval of the Schedule of Values. This approval will include only those fractions of work which have been completed and duly accepted by CA. CA's acceptance signature on the form is mandatory.

**G.4.3.3** Copy of the Schedule of Values pre-approved by the CA with invoice.

**G.4.4** Materials and equipment payments:

**G.4.4.1** The Contractor may receive progress payment for the materials, equipment and associated components delivered to the jobsite or stored on the site, until they are satisfactorily incorporated into the completed work, at 100% of their invoiced value from the manufacturer or supplier as approved by the CA. The Contractor shall properly store and protect all the materials and equipment and ensure that all materials and equipment are in compliance with the submittals approved by the CA.

**G.4.4.2** The Contractor may receive progress payment for 75% of the invoiced value for materials, equipment and associated components stored off-site in a bonded warehouse within a twenty-five (25) mile radius of the jobsite. Payment will be subject to the following documentation accompanying the payment request:

**G.4.4.2.1** A certified statement giving the exact location of the materials or equipment, that such material or equipment is properly stored and protected meeting the approval of CA and is consigned to the District Government; that the materials and equipment will not be diverted for use or installation at a different project, and that they are subject to inventory and inspection by the CA. (Refer to G.4.4.1)

**G.4.4.2.2** A valid invoice or bill of sale indicating the unit quantity, description of the material or equipment and its costs as defined in Sections G.4.1 and G.4.2.

**G.4.4.2.3** A certificate of insurance of a bonded warehouse, in the event the materials/equipment is stored off-site.

**G.4.5** Before approval of the CPM schedule, the University may make two (2) initial monthly payments under this contract for the work performed during the first sixty (60) days following the NTP, following the CA's partial acceptance of the work in writing in accordance with Paragraph E.2. In the event that the University elects to proceed in this manner, the following shall apply:

- G.4.5.1 The University will not make any additional payments until the final CPM schedule is approved by CA.
- G.4.5.2 The University will not make progress payments for all other activities until the final CPM schedule is approved and distributed by the CA.
- G.4.6 The CA will use the CPM Schedule approved and updated as provided in subsection G.15 as the basis upon which to estimate successive progress payments to be made.

**G.5 ASSIGNMENTS:**

- G.5.1 The Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.
- G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.5.3 Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated \_\_\_\_\_,  
make payment of this invoice to \_\_\_\_\_  
(name and address of assignee).

**G.6 THE QUICK PAYMENT CLAUSE:**

**G.6.1 Interest Penalties to Contractors**

- G.6.1.1 The University will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:
  - G.6.1.1 the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
  - G.6.1.2 the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
  - G.6.1.3 the 15<sup>th</sup> day after the required payment date for any other item.
- G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter

**G.6.2 Payments to Subcontractors**

- G.6.2.1** The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the University for work performed by any subcontractor under a contract:
- G.6.2.1.1** Pay the subcontractor for the proportionate share of the total payment received from the University that is attributable to the subcontractor for work performed under the contract; or
  - G.6.2.1.2** Notify the University and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.
- G.6.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:
- G.6.2.2.1** the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
  - G.6.2.2.2** the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
  - G.6.2.2.3** the 15<sup>th</sup> day after the required payment date for any other item.
- G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
- G.6.2.4** *A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the University is a party. The University shall not be interpleaded in any judicial or administrative proceeding involving such a dispute.*

### **G.6.3 Flow Down Requirement for Subcontracts**

“Contractor shall include in each subcontract a provision that requires the subcontractor to include in its contracts with any subcontractor or suppliers the payment and interest clauses required under paragraphs (1) and (2) of DC Official Code §2-221.02(d).”

### **G.7 CONTRACTING OFFICER (CO):**

In accordance with 8 DCMR 3001 contracts may be entered into and signed on behalf of the University only by the CO. The address and telephone number of the CO is:

Sherry Jones-Quashie  
Director  
Capital Procurement Division  
4200 Connecticut Avenue, NW  
Washington, DC 20008



Phone: (202) 274-5752  
sjones-quashie@udc.edu

**G.8 AUTHORIZED CHANGES BY THE CO:**

- G.8.1** In accordance with Article 3 of the Standard Contract Provisions For Use With Specifications for District Government Construction Projects, March 2011, the CO is the only person authorized to approve changes to any of the requirements of the contract.
- G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

**G.9 CONTRACT ADMINISTRATOR (CA)**

- G.9.1** The CA is responsible for the technical administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. In addition, the CA is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as specified in writing by the CO.

The CA for this contract is:

Alex J. Garrett  
Project Manager  
Capital Construction Division  
4200 Connecticut Avenue, NW  
Washington, DC 20008

- G.9.2** It is fully understood and agreed by the Contractor that the CA shall not have any authority to make changes in the University specifications/scope of work, price or terms and conditions of the contract.
- G.9.3** Contractor shall be held fully responsible for any changes not authorized in advance, in writing, by the CO, and may be denied compensation or other relief for any additional work performed that is not authorized by the CO in writing. In addition, Contractor may also be required at no additional cost to the University, to take all corrective action necessitated by reason of the unauthorized changes.

**G.10 STOPPAGE OF WORK:**

If the Contractor fails to abide by any, or all, of the provisions of the contract, the CO reserves the right, by written notification to the Contractor, to stop all the work, or any portion thereof, affected by the Contractor's failure to comply with the contract requirements. This stoppage will remain in effect until the Contractor has taken action to meet the contract requirements, or any separable part thereof, and the CO notifies the Contractor in writing that work may resume. Stoppage of all part of the work by the CO pursuant to this Section G.10 notwithstanding, the University may terminate the right of the Contractor to proceed as provided in Article 5 of the General Provisions, TERMINATION-DELAYS, of Standard Contract Provisions for

Construction Projects, (March 2011).

**G.11 SUBCONTRACTS:**

- G.11.1** Nothing contained in the contract shall be construed as creating any contractual relationship between any subcontractor and the Government of the District of Columbia.
- G.11.1.1** The divisions or sections of the University Specifications are not intended to control the Contractor in dividing the work among the subcontractors or to limit the work performed by any trade.
- G.11.1.2** The Contractor shall be as fully responsible to the University for the acts and omissions of subcontractor and of persons employed by them as he is for the acts and omissions of persons directly employed by him.
- G.11.1.3** The Contractor shall coordinate the trades, subcontractor and material persons engaged upon his work.
- G.11.1.4** The Contractor shall, without additional expense to the University, utilize the services of specialty subcontractor for those parts of the work which the Contract specifies are to be performed by specialty subcontractors.
- G.11.1.5** The University will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.
- G.11.2** The Contractor shall not subcontract any portion of the contract except with the prior written consent of the CO, or his authorized representatives, and such consent, when given, shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Request(s) for permission to subcontract any portion of the contract shall be in writing and accompanied by: (a) a showing that the organization which will perform the work is particularly experienced and equipped for such work, and (b) an assurance by the Contractor that the Labor Standards Provisions set forth in this contract shall apply to labor performed on all work encompassed by the request(s). The request(s) also shall provide the following information:
- G.11.2.1** Subcontractors name, address, telephone number, and Federal Social Security Number used on the Employers Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- G.11.2.2** Estimated dollar amount of the subcontract.
- G.11.2.3** Estimated starting and completion dates of the subcontract.
- G.11.2.4** The subcontractor approval request form included herein should be used to request approval of subcontractor on this project. The form should be completed for each subcontractor requested for approval and submitted to the CO. Copies of these forms are available upon request from the CA.
- G.11.3** Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the University will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall

be subject to every provision of this contract. Notwithstanding any such subcontract approved by the University, the Contractor shall remain liable to the University for all Contractor's work and services required hereunder.

**G.12 USE OF PREMISES:**

- G.12.1 If the Contractor considers it necessary to perform any work after the regular working hours on Saturdays, Sundays or legal holidays, the Contractor shall perform this work without any additional expense to the University.
- G.12.2 The Contractor shall use only such entrances to the work area as designated by the CA.
- G.12.3 Once the installation work is started, the Contractor shall complete the work as rapidly as possible and without unnecessary delay.
- G.12.4 The Contractor shall occupy only such portions of the premises as required for proper execution of the contract.
- G.12.5 The Contractor shall perform all the work in such a manner as to cause minimum annoyance or noises and disturbances to occupants of adjacent premises and interference with normal traffic.
- G.12.6 The Contractor shall keep gates locked to maintain security into work area dictated by the existing job conditions of such nature as to prevent:
  - G.12.6.1 Entry of work areas by unauthorized persons;
  - G.12.6.2 Removal of University property and supplies.
- G.12.7 The Contractor shall not load or permit the loading of any part of any structure to such an extent as to endanger its safety.

**G.13 PATENTS:**

The Contractor shall hold and save the Government, its officers, agents, servants and employees, harmless for liability of, any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, article or appliance manufactured or used in the performance of this contract, including their use by the University.

**G.14 SAFETY PRECAUTIONS:**

- G.14.1 The Contractor shall perform all site, plant and construction work in strict accordance with the Safety Standards of the District and the U.S. Occupational Safety and Health Act of 1970 and the D.C. Occupational Safety and Health Act of 1988, D.C. Official Code § 32-1101 et seq. and 1-620.01 et seq.
  - G.14.1.1 The Contractor or his representative shall be thoroughly familiar with these standards and have copies of same available at the project site at all times.

- G.14.1.2 Operators of explosive-actuated tools shall have a training certificate, as required by the Safety Code, in their possession.
- G.14.1.3 The Contractor shall be responsible for providing and installing adequate temporary shoring or bracing for all walls, slabs and like constructions until such items attain their design, strength, and stability.
- G.14.2 The Government, its officers, agents, servants, and employees shall not be held liable for any property damages or physical harm resulting from inadequate protection.
- G.14.3 Prior to execution of shoring and/or bracing, the Contractor shall submit details and calculations for shoring and/or bracing designs for the CA's review and concurrence.
- G.14.4 The Contractor shall exercise special precautions to prevent use of or access to the Contractor's materials, equipment or tools and entry into the Contractor's work areas by non-authorized personnel.
  - G.14.4.1 A Contractor's attendant shall be present at all times when bituminous kettles are in operation to prevent the public from coming in contact with the kettles.
  - G.14.4.2 The Contractor shall remove each kettle as soon as its use is complete.
- G.14.5 The Contractor shall chute or hoist to the ground any and all the materials being removed from the roof areas or any upper floor.
- G.14.6 The Contractor shall not permit any live wires to be left exposed and unguarded, including open panel boards.
- G.14.7 The Contractor shall cover all open trenches during hours when work is not being executed, as required for protection of the public.
- G.15 PROGRESS SCHEDULE:**
  - G.15.1 PART I GENERAL**
    - G.15.1.1 SECTION INCLUDES**
      - G.15.1.1.2 Administrative and procedural requirements for schedules and reports required for proper performance of Work.
  - G.15.2 Summary of Work:**
    - G.15.2.1 Ensure timely execution of Work using critical path method schedule, because timely Contractor performance is essential to this contract.
    - G.15.2.2 Allow University to monitor Contractor's Contract Schedule continuously and cooperate so that University may audit Contractor's management of Contract Schedule via comparison by University to copy of approved Contract Schedule under University's control.

**G.15.2.3** Use approved Contract Schedule for management of entire Work and make no change, modification, or updating of logic and/or durations in Contract Schedule without prior written concurrence from University.

**G.15.3 Purpose of this Specification:**

**G.15.3.1** Assure adequate planning, scheduling, and reporting during execution of Work so it may be executed in orderly and expeditious manner within specified time constraints.

**G.15.3.2** Assure coordination of Contractor's self-performed work with work of:

**G.15.3.2.1** All of elements of Contractor's organization, including subcontractors,

**G.15.3.2.2** Between subcontractors and vendors at all tiers,

**G.15.3.2.3** University personnel and University consultants and

**G.15.3.2.4** Separate Contractors.

**G.15.3.2.5** Assist in processing of payments to Contractor.

**G.15.3.2.6** Assist Contractor and University in monitoring progress of Work.

**G.15.3.2.7** Assist Contractor and University in evaluating impact of proposed changes to Work, if any. Coordinate such evaluation with applicable requirements of any change order Section that is part of this Contract.

**G.15.3.2.8** Assist in detecting problems for purpose of taking timely and effective corrective actions, to provide mechanism for monitoring effect of such corrective actions and to make adjustments in such corrective actions as necessary to ensure timely execution of Work.

**G.15.3.2.9** Assure approved Contract Schedule is used to manage entire Work.

**G.15.4 Standard Software:**

**G.15.4.1** Utilize Primavera Project Planner (P3), or approved equivalent. Equivalent scheduling software must be approved before project schedule is developed and submitted.

**G.15.4.2** Set adjustable settings, including those pertaining to float calculation and progress/logic override, in accordance with University's instructions, which shall require most conservative available settings. Settings will be given in writing by the University seven (7) days after Notice to Proceed.

**G.15.5 RELATED SECTIONS:**

**G.15.5.1** Other Section H Specification Sections including, but not limited to, following:

**G.15.5.1.2** Payment Procedures: Submittal of Schedule of Values.

**G.15.5.1.3** Specification Section 01330 - Submittal Procedures: Submittal of Submittal Schedule.

**G.15.6 DEFINITIONS:**

- G.15.6.1** Milestones: Milestones listed in Contract Documents represent only major items of work or interface dates. Milestones: Considered essential to satisfactory performance of this Contract and to coordination of work on Project. Indicate Milestones in Contract Schedule as zero duration activities with "Finish-No-Later-Than" dates. Milestones represent latest allowable completion durations, measured from Contract's initial University-issued Notice to Proceed (NTP). Unless specifically excepted by Change Order, alternates, or options if any and if exercised by the University, shall be performed by Contractor within durations set out below. Coordinate application of following Milestones with contents of this specification and Work.
- G.15.6.2** Contract Schedule: Document that controls Contractor's timely execution of Work. It is initially defined by number of Work Days listed in Contract Documents for completion of each Milestone and for completion (in calendar days) of Work, until University approves Detailed CPM Schedule (DCS). Upon acceptance by the University of DCS, DCS becomes Contract Schedule. Upon approval by the University of mutually agreed change orders that amend DCS, most current such approved amended version of DCS becomes Contract Schedule.
- G.15.6.3** Work Days: Defined as days in calendar during period of Work performance, excluding Saturdays, Sundays and legally-mandated federal employee holidays (which apply to area in which Work is performed). Federal Holidays: New Years Day, Martin Luther King's Birthday, President's Day, Emancipation Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day. If holiday falls on Saturday, preceding Friday is taken as holiday, and if holiday falls on Sunday, following Monday is taken as holiday. Work Days: Considered fully available for Contractor to perform work indicated in pertinent activities in Contract Schedule, unless, upon Contractor request, authorized by the University's representative:
- G.15.6.3.1** Contemporaneously annotates Contractor's daily report with acknowledgement that day reported upon was unavailable to Contractor for excusable causes, such as unusual severe weather or immitigable effects thereof,
- G.15.6.3.2** Identifies specific activities by number so affected, and Identifies extent of such impact for each affected activity (i.e. percentage reduction of crew or equipment effectiveness and/or progress).
- G.15.6.4** Data Date: Last Work Day of each month, for months between NTP and Acceptance, in accordance with schedule update requirements of this specification.
- G.15.6.5** Extended Overhead Cost: Cost incurred by Contractor in event Contract Time is extended beyond completion date set for entire Work, and District caused time extension is sole-and-controlling cause of such extension. Only costs incurred by Contractor on project work site are eligible to be classified as Extended Overhead Costs, and only if Contractor satisfies pertinent requirements set out in this specification. Such Costs: Limited to direct daily costs

associated with temporary facilities on project site and supervision assigned full-time to Project site. Actual or alleged off-site costs associated with time extensions shall be deemed fully compensated by percentage mark-ups in Change Order Section that is part of this Contract, if any, or as negotiated between parties.

- G.15.6.6** Work: Entirety of work to be performed by Contractor under this Contract.
- G.15.6.7** Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
  - G.15.6.7.1** Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
  - G.15.6.7.2** Predecessor Activity: An activity that precedes another activity in the network.
  - G.15.6.7.3** Successor Activity: An activity that follows another activity in the network.
- G.15.6.8** Cost Loading: The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Architect.
- G.15.6.9** CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- G.15.6.10** Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- G.15.6.11** Event: The starting or ending point of an activity.
- G.15.6.12** Float: The measure of leeway in starting and completing an activity.
  - G.15.6.12.1** Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
  - G.15.6.12.2** Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
  - G.15.6.12.3** Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G.15.6.13** Fragment: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- G.15.6.14** Major Area: A story of construction, a separate building, or a similar significant construction element.

- G.15.6.15** Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.
- G.15.6.16** Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.
- G.15.6.17** GC Evaluation form: The GC evaluations will be conducted by the CA at each indicated construction completion stage. The evaluation forms will be utilized by the CA to determine the performance of the Contractor including, but not limited to, any decision to release partial retention. The GC evaluation forms will also serve as "Past Performance" reference material on the Contractor for future work sought by the Contractor with District and the University.

**G.15.7 SUBMITTAL PROCEDURES:**

- G.15.7.1** Coordination: Coordinate preparation and processing of schedules and reports with performance of other construction activities. Coordinate (Contractor to coordinate) within seven (7) calendar days of NTP, a scheduling meeting between the University, general Contractor, and all scheduling consultant(s)/responsible parties to review all baseline schedule requirements and/or University's clarifications prior to start of scheduling.

**G.15.8 SUBMITTALS:**

- G.15.8.1** Detailed CPM Schedule (DCS): Submit to University within 21 calendar days following NTP five (5) hard copies and CD-ROMs including scheduling file of detailed time-scaled precedence format network graphics and reports of proposed DCS containing following:
  - G.15.8.1.1** Narrative of Contractor's proposed methodology, including proposed general sequencing plan.
  - G.15.8.1.2** Activity number, description, duration, cost loading, resource loading, coding structure and total float for each activity.
  - G.15.8.1.3** Sequence of operations for Work and order and interdependencies of Work activities. Indicate major points of interface or interrelation of such activities with activities of the University and/or other Contractors.
  - G.15.8.1.4** Conformance with and identification of Milestone durations and/or dates specified.
  - G.15.8.1.5** Delivery of University-furnished material and/or equipment, if applicable.
  - G.15.8.1.6** Critical path (or paths).
- G.15.8.2** Special Constraints: Minimize special constraints and add none during execution of Work without University's express approval. Clearly identify and explain proposed special constraints including:
  - G.15.8.2.1** Finish-to-finish, start-to-start, start-to-finish, and finish-to-start leads and lags.
  - G.15.8.2.2** Starts-on, starts-no-earlier, finishes-on and finishes-no-earlier date constraints.



- G.15.8.2.3** Special calendars, beyond approved standard five day and seven day calendars.
- G.15.8.2.4** Resource caps.
- G.15.8.3** Duration and Cost Limits: The Contractor is to ensure that level of detail of Contractor's DCS is function of complexity of work involved. Ensure that activities have duration of not more than fifteen (15) Work Days and have value less than \$10,000.00, unless the University expressly authorizes exception. In assessing proposed exceptions, the University will take into account special attributes of Work, such as long-lead equipment with extended engineering, fabrication and delivery schedules.
- G.15.8.4** Key Items Procurement Report required during construction phase for "key" (major equipment and materials and long-lead (over eight weeks, from order placement to delivery)) items fabricated or supplied for Work. Include in DCS activities for submittal, submittals review, fabrication, in-plant testing, shipment and delivery, field installation, field testing, functional performance testing, acceptance and O&M manuals for key items.
- G.15.8.5** Schedule reports indicating activity numbers, description, estimated duration in Work Days, early start and finish dates, late start and finish dates, total and free float available for each and every activity and responsibility code for each activity.
- G.15.8.6** Cost reports including following activity information, sorted by labor category:
  - G.15.8.6.1** Activity number and appropriate description.
  - G.15.8.6.2** Total cost proposed for each activity.
  - G.15.8.6.3** Computer-produced cash-flow analysis and graphics generated by both early start and late start activity dates.
  - G.15.8.6.4** Details of Each Calendar. Base schedule on standard workweek consisting of five - 8-hour days (Monday through Friday), subject to Government holidays described above. Contractor may propose working outside of normal work hours, including multiple shifts, working holidays and weekends, and other non-standard calendars, provided Contractor obtains University approval minimum of five work days in advance of proposed occurrence of work outside of normal hours. Contractor's Schedule Calendars: Indicate Government holidays as non-working days, unless University expressly approves otherwise.
- G.15.8.8** Activity Details: Incorporate following elements and requirements in proposed DCS:
  - G.15.8.8.1** Use clear and concise activity descriptions, designed to ensure that beginning and end of each activity shall be readily observable and verifiable during execution of Work.
  - G.15.8.8.2** Restrict each activity to single performing organization including Contractor self-performing work organization(s), subcontractors, manufacturers, fabricators, and time-sensitive suppliers. Involve such performing organizations in University's Contract Schedule and secure their individual and collective express commitment to satisfy

requirements of Contract Schedule proposed by Contractor to the University. Cause said commitment from said performing organizations to be represented in form of signed acceptance by such parties, included with DCS submittal.

- G.15.8.8.3** Code activities in DCS that are University responsibility to execute as University responsibility activities. Include such activities as review and acceptance of documentation (including DCS schedule), submittals, issuance of NTP's and other University activities. Allow adequate duration for University review activities and as noted in other sections of Contract, but never less than seven working days unless University expressly approves otherwise.
- G.15.8.8.4** In addition to identification of responsible organization, each activity shall have codes identifying areas of work. Ensure that areas of work are planned and scheduled in DCS in manageable increments. Code such increments and assign code to each activity.
- G.15.8.8.5** Distribute Contract Price over activities (cost loading). Mobilization, bond and insurance costs may be indicated separately on individual activities; however, prorate other general requirement costs, such as overhead and profit, throughout activities. Divide each activity's cost loading into each of labor, material, and equipment where Contractor desires to receive payment for uninstalled material delivered to project site separate from labor and/or equipment expenditure on activities concerned.
- G.15.8.8.6** Activities for each of permits, notices, tests and inspections for pertinent activities and phases. Include review and approval activities that are the responsibility of the "Owner".
- G.15.8.8.7** Build schedule to reflect incremental completion of project (by floor/by area/by systems/equipment). Include appropriate time for Contractor and the University for inspection of incomplete and/or deficient work (IDW) lists, as well as correction and verification of IDW. Include time for re-inspection and re-correction where appropriate.
- G.15.8.8.8** Submittals, in coordination with level of detail indicated in key items procurement report.

**G.15.8.9 SUBMITTALS SCHEDULE:**

- G.15.8.9.1** Submit schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
- G.15.8.9.2** Coordinate Submittals Schedule with list of subcontracts, Schedule of Values, and Contractor's Construction Schedule.
- G.15.8.9.3** Submittal: Submit concurrently with CPM schedule. At Contractor's option, show submittals on CPM Schedule, instead of tabulating them separately.
- G.15.8.9.4** Submittals Schedule: Submit three (3) copies of schedule. Arrange the following information in a tabular format:
  - G.15.8.9.4.1** Scheduled date for first submittal.

**G.15.8.9.4.2** Specification Section number and title.

**G.15.8.9.4.3** Submittal category (action or informational).

**G.15.8.9.4.4** Name of subcontractor.

**G.15.8.9.4.5** Description of the Work covered.

**G.15.8.9.4.6** Scheduled date for Architect's and Construction Manager's final release or approval.

**G.15.8.10** Acceptance of DCS:

**G.15.8.10.1** University's acceptance of Contractor's DCS is condition precedent to progress payments to Contractor.

**G.15.8.10.2** Upon University's acceptance of cost-loaded values, use such values as sole basis for determining progress payments.

**G.15.8.10.3** University's acceptance of proposed DCS signifies only that the University's summary review of DCS leads University to believe that Contractor has met general requirements of this specification pertaining to DCS format and content. Acceptance by the University of DCS does not relieve Contractor of any of its responsibility whatsoever for accuracy or feasibility of Contractor's plan for execution of Work, or to perform Work within specified time constraints. Such acceptance does not expressly or impliedly warrant, acknowledge or admit reasonableness of activities, logic, durations, manpower, cost or equipment loading of Contractor's proposed or accepted Contract Schedule.

**G.15.8.10.4** University's acceptance in no way makes the University or its representative's insurers of success of Contractor's time performance or liable for time or cost overruns flowing from shortcomings of Contractor-authored Contract Schedule. University disclaims and Contractor waives any University obligation or liability by reason of University's active or passive acceptance of or acquiescence to Contractor's schedule submissions.

**G.15.8.10.5** Should Contractor fail to properly define any element of Work, activity or logic and the University review does not detect this omission or error, such omission or error, when discovered by Contractor or University, shall be corrected by Contractor before next monthly schedule update and shall not be cause for delay of completion of Work within specified time constraints. Contractor acknowledges that the University is not required or otherwise obligated to discover errors or omissions in Contractor's proposed Contract Schedule.

## **G.15.9 QUALITY ASSURANCE**

**G.15.9.1** Scheduling Consultant Qualifications: Experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of University's request.

## **G.15.10 COORDINATION**

- G.15.10.1** Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate Contractors.
- G.15.10.2** Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
- G.15.10.3** Secure time commitments for performing critical elements of the Work from parties involved.
- G.15.10.4** Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

**G.15.11 FLOAT TIME**

- G.15.11.1** Float Time: Not for exclusive benefit of either Contractor or University. Manage work according to early start dates, by commencing activities on early start date (calculated by latest approved Contract Schedule) or earlier if possible, unless constrained by bona fide resource limitation. University may reserve and apportion float time according to needs of Project. Actual or projected University-caused delays that do not exceed available float time shall not have any effect upon Contractor's adherence to specified time constraints and shall not be basis for time extension or additional compensation.
- G.15.11.2** Contractor Acknowledges that:
  - G.15.11.2.1** Activity delays shall not automatically result in adjustment of specified time constraints,
  - G.15.11.2.2** Change Order (modification or amendment of contract) or other University action or inaction may not affect existing critical activities or cause non-critical activities to become critical,
  - G.15.11.2.3** Change Order or delay may result in only consuming part of available total float that may exist within activity chain of network, thereby not causing any effect on specified time constraints.
- G.15.11.3** Pursuant to above float sharing requirements, use of float released by elimination of float suppression techniques such as preferential sequencing, special lead/lag logic restraints, unreasonably extended activity durations, or imposed dates shall be distributed by the University to benefit of University and Contractor.
- G.15.11.4** In event Contractor wishes to complete Work earlier than time specified therefore:
  - G.15.11.4.1** Continue to calculate float based on Work completion date specified as of Contract execution, by maintaining specified Work completion date as "finish-no-later-than" constraint.
  - G.15.11.4.2** Completion Time for Work: Not amended by University's approval of, acceptance of or acquiescence to Contractor's proposed earlier completion date.

**G.15.11.4.3** Contractor: Not receive additional compensation for direct, general, administrative or other forms of overhead costs, for period between time of earlier completion proposed by Contractor and completion time for Work specified as of NTP.

**G.15.12 UPDATES:**

- G.15.12.1** Update Contract Schedule every two weeks and in coordination with Contractor's requests for progress payments.
- G.15.12.2** On working day (designated data date) approximately five working days preceding time designated for monthly payment, meet with University for purpose of reviewing Contractor's report of actual progress. Submit Contractor's up-to-date and accurate progress data as of Data Date.
- G.15.12.3** Submit monthly computer reports, CD-ROM of DCS software file, and network graphics that reflect progress of Work with respect to both cost and time, in accordance with requirements of initial Contractor-proposed DCS. Adjust selection and sort sequence, format and content of reports as directed by University.
- G.15.12.4** Contractor acknowledges that updating Contract Schedule to reflect actual progress made as of date of update is not modification to Contract Schedule's Milestone requirements.
- G.15.12.5** Submit progress report indicating activities (and portions of activities by percentage) completed during reporting period, actual start dates for those activities currently in progress, actual finish dates for those activities which were completed since last update, and progress along and deviations from critical path in terms of days ahead or days behind each individual Milestone date.
- G.15.12.6** Submit narrative report which includes description of status of schedule, problem areas if any, current and anticipated delaying factors and their known and/or forecast impact, and explanation of corrective actions taken and planned.
- G.15.12.7** Submit list of actual number of personnel (or man-hours) by discipline by working day by activity actually engaged on Work during reporting period, with such total stated separately as to on-site office (project work location), administrative management personnel and on-site supervisory personnel.
- G.15.12.8** Submit two updated copies of network. First Copy: Updated version of Contract Schedule, excluding Contractor-proposed changes. Second Copy: Updated version of Contract Schedule, including Contractor-proposed changes. Submit with second copy list of proposed modifications, additions, deletions and changes in activity logic and/or durations to approved Contract Schedule, including time-recovery steps and actions required by "Responsibility for Completion" provisions of this specification. Include written justification for each such proposal.
- G.15.12.9** If, as result of monthly update, it appears Contract Schedule no longer represents actual prosecution and progress of Work, submit revision to Contract Schedule. Include proposed adjustments in activity durations, logic changes, and resource usage or cost loading. Any

negative float indicated in Contractor's proposed updates must be presented to University by Contractor with bona fide Contractor-authored plan for elimination of such negative float.

- G.15.12.10** University will respond in writing to each schedule update. University's response may include questions and/or requests for revisions. Respond in writing within seven calendar days, answering questions, and either agreeing with University's proposed revisions and submitting modified update, or setting forth justification why such revisions should not be implemented. If Contractor's justification for not implementing revision is acceptable, in University's sole judgment, such revision will be waived. If the University does not accept Contractor's justification, incorporate University-directed revisions into Contract Schedule, and execute work accordingly.

### **G.15.13 PROGRESS PAYMENTS:**

- G.15.13.1** Contractor's submission and acceptance by the University of monthly progress updates and reports calculating value of work done for any given pay period for each activity based on percentage complete for that activity less amount previously paid for past percentages complete and percent of retainage (if applicable) shall precede University's processing of payment to Contractor. Contractor: Entitled to progress payments only as set out in cost reports directly derived from Contractor's updated Contract Schedule, approved by the University in form and content. If, in judgment of University, Contractor fails to provide full and complete Contract Schedule update as specified herein, Contractor shall be deemed to have not provided required information upon which progress payments may be made.
- G.15.13.2** Monthly Progress Payments: Based upon information provided in Contractor's monthly schedule update. Computer-produced cost report, derived from updated DCS, will be utilized by the University for calculation of amounts due Contractor. DCS resources pertaining to payment for materials shall govern payment of materials fully incorporated into Work. In event

Contractor wishes to be paid for items stored on project work site but not incorporated in Work, or for items stored offsite, comply with procedures for such payment established by the University.

### **G.15.14 REQUESTED TIME ADJUSTMENT SCHEDULE (RTAS)**

- G.15.14.1** Updated Contract Schedule submitted by Contractor shall not indicate completion date later than specified time constraints, subject to time extensions approved by the University. If Contractor believes it is entitled to time extension, submit to the University, within deadlines set out herein and with each contemporaneous monthly update, separate schedule analysis entitled Requested Time Adjustment Schedule (RTAS). Indicate, in said analysis, in addition to requirements of General Conditions, proposed adjustments in Contract Schedule which, in opinion of Contractor, should be made due to changes, delays or conditions occurring during past month or previously, or which are expected or contended by Contractor. Time-scale said analysis utilizing computer generated and computer drawn network. This paragraph shall not relieve Contractor of its obligation to provide proper and timely separate written notice of impacts to schedule. Contractor acknowledges that its preparation of RTASs is not extra work to Contract and preparation by Contractor of

RTASs shall not be cause for Contractor to receive any additional time for performance of Work or additional compensation.

- G.15.14.2** Subject to float sharing requirements defined herein, time extensions will be granted only to extent of equitable and mutually acceptable time adjustments to activity or activities affected by Change Order(s), or where delay consumes total (positive or zero) float of critical activity (or path) and extends Milestone dates, using approved update of Contract Schedule that is current as of issue of University's written request for Contractor proposal connected with potential Change Order or other University-accountability potential schedule effect.
- G.15.14.3** Submit RTAS within 20 calendar days after initiation of thing(s) or event(s) which Contractor contends may lead to potential University-accountability delay in performance of Work, or from time of University's issuance of written request for Contractor proposal connected with potential change order (or documents of like effect), even if such issuance precedes notice to proceed for change order(s) concerned, whichever is later. Other University-caused potential impacts of any category shall be considered to have been initiated upon written initial University direction connected therewith, including direction provided through duly minuted meetings.
- G.15.14.4** Within 14 calendar days following submittal by Contractor to University of RTAS, in proper format and including specified content, the University will meet with Contractor to review submittal. Revise and resubmit RTAS within three working days of such meeting, adjusting RTAS to consider issues raised by the University in above meeting. The University will respond with written decision within seven calendar days following Contractor resubmittal of RTAS. Upon approval, copy of RTAS signed by the University will be returned to Contractor and thereafter incorporated into Contract via Change Order. Incorporate results of each approved RTAS in update of Contract Schedule that immediately follows such approval.
- G.15.14.5** Contractor waives its right to submit requests for time extension and to receive time extension unless it meets above requirements for RTASs. Contractor waives any claim for acceleration due to refusal by the University to grant time extensions should Contractor fail to comply with submission and justification requirements described herein for RTASs. Contractor's submission of RTASs shall not constitute basis for adjustment in specified time constraints unless approved by the University. Actively pursue timely completion of activities pending such approval.

#### **G.15.15 RESPONSIBILITY FOR COMPLETION**

- G.15.15.1** Provide sufficient forces, offices, materials, facilities, plant and equipment, to ensure prosecution of Work in accordance with most current approved Contract Schedule update. Upon University's written advice that Contractor is behind schedule, as result of inexcusable causes, immediately remediate such time loss by increasing hours of work, number of shifts, overtime operations and/or amount of plant and equipment, without additional cost to the University. Contractor acknowledges that such remedial action by Contractor is not compensable acceleration of performance of Work. Provisions of this paragraph shall not be construed as prohibiting work on Saturdays, Sundays, and holidays,

if Contractor so elects and gives written notice to the University two (2) working days in advance of it.

#### **G.15.16 REPORTS**

**G.15.16.1** Daily Construction Reports: Prepare daily construction report and submit on internet-based Contract Project Management software. Submit daily construction report by noon of following workday. Required information concerning events at site includes, but is not limited to, following:

- G.15.16.1.1** List of subcontractors at site.
  - G.15.16.1.2** Approximate count of personnel at site.
  - G.15.16.1.3** High and low temperatures, general weather conditions.
  - G.15.16.1.4** Accidents.
  - G.15.16.1.5** Meetings and significant decisions.
  - G.15.16.1.6** Unusual events (refer to special reports).
  - G.15.16.1.7** Stoppages, delays, shortages, and losses.
  - G.15.16.1.8** Meter readings and similar recordings.
  - G.15.16.1.9** Emergency procedures.
  - G.15.16.1.10** Orders and requests of governing authorities.
  - G.15.16.1.11** Change Orders received, implemented.
  - G.15.16.1.12** Minor changes received and implemented.
  - G.15.16.1.13** Services connected, disconnected.
  - G.15.16.1.14** Equipment or system tests and startups.
  - G.15.16.1.15** Partial Completions, occupancies.
  - G.15.16.1.16** All non-construction (those that are not general Contractor or subcontractor employees) visitors at the site.
  - G.15.16.1.17** Completions authorized.
- G.15.16.2** Field Correction Reports: When need to take corrective action that requires departure from Contract Documents arises, prepare detailed report. Include statement describing problem and recommended changes. Indicate reasons Contract Documents cannot be followed. Submit copy to CA immediately. Proposed changes will be reviewed and accepted or



rejected by CA prior to implementation. If rejected, propose alternate change following same procedure.

**G.15.16.3 Special Reports:**

**G.15.16.3.1 General:** Submit special reports directly to CA within one (1) day of reported occurrence. Submit copies to other parties affected by occurrence.

**G.15.16.3.2 Reporting Unusual Events:** When event of unusual and significant nature occurs at site, prepare and submit special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects and similar pertinent information. Advise CA in advance when such events are known or predictable.

**G.15.16.3.3** Submittal of reports is condition precedent to issuance and payment of subsequent Applications for Payment.

**G.16 GUARANTEE OF WORK:**

**G.16.1** The Contractor guarantees, for a period of one (1) year after date of acceptance for occupancy as established in the University's written notification, to repair or replace any work in which any defects in material or workmanship appear within said period and to repair or replace any and all work damaged by reasons thereof, to the satisfaction of the CA and without cost to the University.

**G.16.2** In any case where in fulfilling the requirements of the contract or any guarantee, embraced in or required thereby, the Contractor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition comparable to its original condition and guarantee such restored work to the same extent as it was guaranteed under such other contracts.

**G.16.3** Upon the Contractor's failure to proceed promptly to comply with the terms of any guarantee under the contract or still running upon work originally executed by other Contractors, the University may (1) either have such work performed as the CO deems necessary to fulfill such guarantee, or (2) allow all such damaged or defective work to remain in such unsatisfactory condition; provided that the Contractor shall promptly pay the University the sum estimated by the CO under the provision of paragraph B above to represent the amount which would have been necessary to expend to fulfill such guarantee. Everything done in the fulfillment of any guarantee shall be without additional expense to the Government of the District of Columbia.

**G.16.4** Special guarantee: The Contractor shall provide written guarantees for work performed under the resultant contract from installation and receipt.

**G.16.4.1** Guarantee buried tanks for five (5) years against deterioration to the point of failure and against structural failure due to improper installation procedures.

**G.16.4.2** Guarantee heating and air conditioning equipment, except expendable components such as filters, for two (2) full operating seasons or the equivalent thereof against all conditions except vandalism or improper maintenance.

**G.16.4.3** Secure guarantee of built-up roof and flashing systems for ten (10) years by the manufacturer of the roofing material.

**G.16.5** All special guarantees that are stipulated in the specifications or other paper forming a part of the contract shall be subject to the terms of this paragraph insofar as they do not conflict with the provisions containing references to guarantees in the specifications or such other papers. In case of any conflict, the special guarantee shall take precedence.

**G.17 PROTECTION:**

**G.17.1** The Contractor shall protect existing public and private property including but not limited to sidewalks, pavements, landscaping, from damage using methods approved by CA such as planking, covering, temporary cement curbs, and shall be responsible for replacement of items that are damaged by work under this contract. The Contractor shall repair or replace damages to sidewalks, curbs, streets, public property and public utilities as directed by the CA in accordance with standards of the agency having jurisdiction over the damaged property. The CA will not permit grouting of cracks in sidewalks and driveways. The Contractor shall replace cracked slabs.

**G.17.2** The Contractor shall be responsible for personal injury to workmen and the public and shall indemnify and hold the University harmless for any such injuries that are incurred during the performance of this contract.

**G.17.3** Nothing contained in the drawings and Specifications for installation of fences, barricades or site protection shall be interpreted as making the University a party to, liable for, or relieving the Contractor of:

**G.17.3.1** The Contractor's responsibility for materials delivered and work performed until completion and final acceptance;

**G.17.3.2** The Contractor's responsibility to sustain all costs, losses or damages arising out of the nature of the work to be done, or due to any unforeseen or usual obstructions or difficulties which may be encountered in the accomplishment of the work, or resulting from the work, or resulting from the action of the elements; and

**G.17.3.3** The Contractor's responsibility to protect existing public and private property.

**G.17.4** Lights:

**G.17.4.1** Illumination of the worksite during non-daylight hours is required of the Contractor at the Contractor's expense.

**G.18 UNDERGROUND SERVICES:**

**G.18.1** ACTIVE: The University has made its best efforts to show all active services on the contract drawings and specifications. However, the University gives no assurance that there are no other active services in areas in which work is to be performed. If during execution of work, other active services are encountered that necessitate changes in drawings or specifications, the

Contractor shall make the required adjustments. The costs for these adjustments shall be at the University's expense.

**G.18.2** INACTIVE OR ABANDONED: If, during execution of work, the Contractor encounters inactive or abandoned services not shown or specified, the Contractor shall notify the CO as set forth in Article 4 of the Standard Contract Provisions.

**G.19** EXISTING CONDITIONS:

**G.19.1** The Contractor shall verify by actual measurement existing work required to connect with work now in place before the Contractor commences actual work at the site. The Contractor shall ensure that new work in extension of existing work shall correspond in all respects with that to which it connects unless otherwise indicated or specified.

**G.19.2** The Contractor shall cut, alter, remove or temporarily remove and replace existing work as necessary for the performance of the work to be done. The Contractor shall restore work remaining in place that is damaged or defaced by reason of work done under this contract to a condition satisfactory to the CA.

**G.20** OPERATION AND MAINTENANCE INSTRUCTIONS:

**G.20.1** Prior to final acceptance of the project, the Contractor shall submit to the CA three (3) copies of operation manuals or instruction manuals for each piece of equipment, mechanical or electrical system.

**G.20.2** Manuals shall show all controls (switches and valves) and give instructions on functions of each.

**G.20.3** Manuals shall give proper operating, reading or tolerances for all gauges and other control indicating devices.

**G.20.4** Manuals shall show the location of all items requiring periodic maintenance operations and specify recommended intervals of maintenance and recommended lubricants, and a listing of spare parts.

**G.20.5** Manuals shall include diagrammatic sketches or actual layouts of mechanical and electrical system showing location of all control items such as fuses, circuit breakers, indicator lights, dials, gauges, valves, thermostats, aquatints, cleanouts, and switches.

**G.20.6** The Contractor shall submit manuals which shall be bound separately into appropriate sets, i.e., air conditioning system, heating system, ventilating system, lighting system, ship equipment, plumbing system, incinerator, sprinkler system, sound system, clock and bell system, power operated door system and special equipment.

**G.21** EROSION AND POLLUTION CONTROL:

**G.21.1** The Contractor shall provide erosion control facilities as approved and as required for fulfilling the requirements of Health Regulations of the University.

- G.21.2 The Contractor shall take such measures, as determined to be adequate in the opinion of the CO, which will prevent soil erosion from the site in question.
- G.21.3 The Contractor shall conduct all operations in such a manner as to prevent when possible and otherwise minimize the contamination of watercourses by sediment bearing materials or other pollutants.
- G.21.4 The Contractor shall maintain effective erosion control for the duration of any suspension of all or a portion of the construction operation.

**G.22 GOVERNMENT INSPECTORS:**

- G.22.1 The Contractor shall perform work under the general direction of the CA and is subject to inspection by his/her appointed Inspector to ensure strict compliance with the terms of the contract. Neither the CA nor an Inspector is authorized to change any provision of the contract documents without written authorization of the CO.
- G.22.2 The Contractor shall not be relieved from compliance with material and workmanship requirements of the contract by the presence of or absence of an Inspector.

**G.23 DRAWINGS AND UNIVERSITY SPECIFICATIONS:**

- G.23.1 Pursuant to Article 2 of the General Provisions, Standard Contract Provisions for Construction Projects, the general character and scope of the work are illustrated by the specifications and drawings listed in Section C, included herein as Attachments J.1.1 and J.1.2. Any additional detail drawings and other information deemed necessary by the CO will be furnished to the Contractor when and as required by the work.
- G.23.2 In case of differences between small and large-scale drawings, the large-scale drawings shall govern.
- G.23.3 Where on any of the drawings, a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to those portions indicated in the outline.
- G.23.4 Where similar work occurs in the drawings, the Contractor shall interpret the same in its general sense and not as meaning identical. The Contractor shall work out all the details in relation to their location and their connection with other parts of the work.
- G.23.5 In case of differences between the schedules and small or large scale drawings, the schedules shall govern.
- G.23.6 In cases of differences between the specifications and standards, and in cases of differences between drawings and the specifications, the specifications shall govern.

**G.24 REFERENCE TO CODES AND REGULATIONS:**

- G.24.1 Where the University codes and regulations and other codes and regulations are referred to in these specifications, they are minimum requirements.

- G.24.2 Where the requirements of these specifications exceed the referred requirements of the codes and regulations, these specifications shall govern.
- G.24.3 Requirements of codes and regulations shall include revisions, amendments and supplements thereto in effect on the closing date of the Invitation For Bids (IFB). The IFB will be amended to conform it to such code and regulation changes that occur after the closing date.

**G.25 SINGULAR OR PLURAL NUMBERS:**

Where any device or part of equipment is herein referred to in the specifications or on the drawings in the singular or plural number, such reference shall be deemed to apply to as many such devices as are required to complete the installation as shown on the drawings.

**G.26 ENGINEERING AND LAYOUT SERVICES:**

- G.26.1 The Contractor shall provide competent engineering services to execute the work in accordance with the contract requirements. The Contractor shall verify the figures shown on the drawings before undertaking any construction work and shall be responsible for the accuracy of the finished work.
- G.26.2 The University has made its best efforts to establish such general reference points as will enable the Contractor to proceed with the work. It is the Contractor's responsibility to visit the site and familiarize themselves with the site conditions before submitting his bid.
- G.26.3 The Contractor shall make no change in locations without the written approval of the CO.

**G.27 BUILDING LINES AND BATTER BOARDS:**

- G.27.1 Prior to commencing construction, the Contractor shall obtain a plat of computations from the D.C. Surveyor's Office to ascertain official reference points from which the property survey can be made.
  - G.27.1.1 The Contractor shall establish and have platted on site, all building lines, building restriction lines and property lines shown on drawings, utilizing the service of a registered professional surveyor regularly engaged in such practice.
  - G.27.1.2 The Contractor shall also establish critical grade and boundaries for construction of facilities where distance measurements are important, utilizing the service of a registered professional surveyor.
  - G.27.1.3 Within ten (10) working days of receiving the plat of computations, the Contractor shall submit to the CA two (2) copies of plat showing such lines and grades with a registered professional surveyor's certification of their correctness.

**G.28 WALL CHECK:**

- G.28.1** After foundations are in place and walls have been defined, but before additional construction and work is effected, the Contractor shall cause a wall check to be made by the same registered professional surveyor who established the building lines and property lines.
- G.28.2** The Contractor shall obtain certification by the D.C. Surveyor's Office of the location of the foundation walls by submitting his registered professional surveyor's certification prior to proceeding with construction.

**G.29 INTERFERENCE:**

(Mechanical Equipment, Piping, Ducts and Electric Conduits)

- G.29.1** The Contractor shall coordinate all mechanical and electrical work associated with the separate sections of the specifications with work of all other trades so as to avoid any interference with installation of pipes, ducts and conduits.
- G.29.1.1** The sizes and locations of the pipes, ducts, electrical conduits and the method of running them are shown on the drawings, but it is not intended to show every offset and fittings or every architectural or structural obstacle that will be encountered during the installation of the work. The Contractor shall modify alignment of pipes, ducts and conduits from that shown on the contract drawings, where necessary, without any additional costs to the University.
- G.29.1.2** The Contractor shall furnish such materials and labor, as necessary, to make the piping, ducts and conduit modifications as required, due to building obstructions and to complete the installation in accordance with best practice of the trades and to the satisfaction of the CA.

**G.30 CONTRACT DOCUMENTS FURNISHED:**

- G.30.1** The University will furnish to the Contractor, at no additional cost, two (2) sets of drawings and specifications. The Contractor shall reproduce or otherwise obtain all contract documents in excess of the numbers stated above, which may be required by him. The Contractor shall use these reproducibles as the basis of the as-built drawings required under G.36.
- G.30.2** Contract documents to be furnished by the University may be obtained, upon twenty-four (24) hours advance notice, from:

Alex J. Garrett  
Project Manager  
Capital Construction Division  
4200 Connecticut Avenue, NW  
Washington, DC 20008

**G.31 PHOTOGRAPHS:**

- G.31.1** Site Condition Photographs: Prior to start of construction work, the Contractor shall provide a minimum of five (5) site condition photographs for exterior pre-construction work site. The location of photographs shall be as directed by the CA. Photographs shall conform to requirements specified below.

**G.31.2** Progress Photographs: The Contractor by the 15<sup>th</sup> day of each month shall submit progress photographs of the site at each work area. The requirements for such photographs are as follows:

**G.31.2.1** Size approximately 8 x 10 ½ inches.

**G.31.2.2** Taken as directed by the CA.

**G.31.2.3** All photographs shall have an extension (title margin) of approximately ¾ inch clear paper at bottom of the 10 ½ inch side, with the following information printed or typed thereon:

**G.31.2.3.1** Name of project and Contractor;

**G.31.2.3.2** Location of photographs in relation to project;

**G.31.2.3.3** Subject matter shown on photographs identified;

**G.31.2.3.4** Dates taken; and

**G.31.2.3.5** Serial numbers.

**G.31.2.4** Glossy finish, mounted on linen. Provide a 1 inch wide binding margin on the left side.

**G.31.2.5** Number of photographs in each submission:

**G.31.2.5.1** Prior to starting work, three (3) (in addition to site condition photographs).

**G.31.2.5.2** All other submissions shall be a minimum of four (4).

**G.31.2.6** Submitted to the CA each month.

**G.31.3** Finished Project Photographs: After building has been constructed, site cleaned up and project is ready for acceptance by the University, the Contractor shall furnish to the CA two (2) prints each of four (4) photographs, plus the negatives, as follows:

**G.31.3.1** One perspective view of project.

**G.31.3.2** Three (3) photographs of areas designated by representatives of the CA.

**G.31.3.3** Photographs shall be 8 x 10 ½ inch size, with the following information printed in back:

**G.31.3.3.1** Name of project; and

**G.31.3.3.2** View shown on photograph.

**G.31.4** Should the number of photographs provided be other than that specified above, the CO shall issue a change order adjusting the contract amount in accordance with Article 3 of the Standard Contract Provisions.

**G.31.5** All photographs shall be taken by a professional photographer on a minimum 4 x 5 inch negative size and all enlargements shall be clear and with the proper contrast.

**G.31.6** The Contractor may submit photographs by taking photos using digital cameras that provide the same degree of clarity and proper contrast. However, all the submittals shall be in the same aforementioned format, except in lieu of submitting the negatives, the Contractor shall submit the photos on the disks.

**G.32** **ADD TO ARTICLE 3, CHANGES, OF THE STANDARD CONTRACT PROVISIONS, GENERAL PROVISIONS SECTION, THE FOLLOWING SECTION E, EQUITABLE ADJUSTMENTS:**

**G.32.1** The purpose of this section is to define a standard procedure for determining reasonable costs and times for purpose of making equitable adjustments under Article 3, CHANGES, of the Standard Contract Provisions, General Provisions section.

**G.32.2** Unless provided in the contract, the following procedure shall be used:

**G.32.2.1** Where the nature of the change is known sufficiently in advance of construction to permit negotiation, the parties shall attempt to agree on a fully justifiable price adjustment or adjustment of time for completion.

**G.32.2.2** If the parties fail to agree upon an equitable adjustment prior to the time the proposed change affects the contract work, or if the CO determines it is not feasible to reach an agreement regarding an equitable adjustment, either due to lack of time or other reasons, the CO will order the change in accordance with Article 3 of the General Provisions and the Contractor shall proceed with the execution of the work so changed.

**G.32.3** Equitable adjustments shall be determined in the following manner, unless stated in the contract.

**G.32.3.1** Whenever a change is proposed or directed, the Contractor shall submit a proposal or breakdown within thirty (30) days of its receipt of the change, and the proposal will be acted upon promptly by the CO.

**G.32.3.2** Price Adjustments

**G.32.3.2.1** If agreement on costs cannot be reached prior to execution of changed work, payment will be made for the actual costs provided records of such costs are made available and that such costs are reasonable and predicated on construction procedures normally utilized for the work in question. If not, then payment shall be based on standard trade estimating practice.

**G.32.3.2.2** Where basis of equitable adjustments is the actual cost incurred in performing changed work, the Contractor shall furnish the University with a complete breakdown of costs, covering the subcontractor work, as well as his own, individually itemizing the following:

- i. Material quantities and unit prices



- ii. Labor hours and basic hourly rate for each labor classification
- iii. Fringe benefits rate for each classification
- iv. Construction equipment
- v. Overhead
- vi. Profit
- vii. Commission
- viii. FICA, FUTA and DUTA (applied in basic hourly wage costs).

**G.32.3.2.3** The Contractor shall furnish substantiation of fringe benefits, workmen compensation, FICA, DUTA, FUTA and State unemployment taxes at the request of the University.

**G.32.3.2.4** The percentage for overhead, profit and commission to be allowed shall in no case exceed the following and shall be considered to include, but not limited to, insurance, other than mentioned herein, field and office supervisor and assistants above the level of foreman, incidental job burdens and general office expense, including field and home office. No percentage for overhead and profit will be allowed on FICA (Social Security), FUTA (Federal Unemployment and DUTA (District Unemployment) taxes:

	Overhead	Profit	Commission
1. To Contractor on work performed by other than his/her own forces.	-	-	10% of value of work performed
2. To Contractor and/or Subcontractor for that portion of work performed by their respective forces.	10%	10%	-
3. From Contractor on deleted work to have been performed by other than his/her own forces.	-	-	5% of value of deleted work
4. From Contractor or Subcontractor on deleted work to have been performed by his/her own forces.	-	-	5% of value of deleted work

**G.32.3.2.5** When a change consists of both added work and deleted work, the applicable percentage shall be applied to the net cost or credit.

**G.32.3.2.6** Where more than one tier of subcontractors exists, they shall be treated as one subcontractor for purposes of markups. That is, only one overhead and one profit percentage for the subcontractors and one commission percentage for the prime Contractor shall be applied to actual cost of work performed regardless of the number of tiers of subcontractors.

**G.32.3.3** Changes in the period of performance: Where a change affects the time required for the performance of the contract, the Contractor shall describe in detail “cause and effect relationship” and how such change affects the specific contract work activities, current critical path, overall performance or work, concurrency with other delays, and the final net

impact on the contract milestone(s), specifically stating the proposed decrease or increase in the period of contract performance in calendar days.

**G.32.3.4** The changes in the contract period of performance, if any, resulting from change order work will be calculated in the following manner:

**G.32.3.4.1** New durations for work activities effected by the change order will be incorporated into the next computer printout. Time extensions will be directly based on the extent to which the contract completion date is hereby extended.

**G.32.3.4.2** Should new work activities be required to supplement existing activities, they will be incorporated into the computer printout to verify total effect, if any, on the contract completion date.

**G.32.3.4.3** Every attempt will be made to reach an agreement between the Contractor and the CA on the number of days by which activity duration will be extended. Should an agreement not be reached within fifteen (15) days after Contractor receives the directive, the CA will assign a reasonable duration to be used in determination of job progress.

**G.32.4** If performance of the work is delayed by any of the causes specified in Article 5 of the General Provisions, TERMINATION-DELAYS, of Standard Contract Provisions for Construction Projects, March 2011, a contract time extension may be justified.

**G.32.4.1** The Contractor, when requesting an extension to the contract period of performance, must submit the same in writing with supporting facts and backup documentation plus a detailed explanation that must include, but be not limited to, the following:

**G.32.4.1.1** Reasons/cause and responsibility of each delay

**G.32.4.1.2** Inclusive dates of each delay

**G.32.4.1.3** Specific trades affected

**G.32.4.1.4** Portion (s) of each work contract activity affected and the duration thereof

**G.32.4.1.5** Status of work activity affected before delay commenced

**G.32.4.1.6** Concurrency of any other delays, including Contractor's own

**G.32.4.1.7** Net effect of each delay under this request, on the overall contract completion

**G.32.4.1.8** In the case of late delivery of materials and/or equipment, back up date, correspondence and documentation should include but not be limited to the following: establishment that prior to ordering there was a reasonable assurance of timely supply; copies of each purchase order establishing the dates of procurement, invoices, delivery receipts and the like showing shipping or delivery dates; and copy of correspondence showing diligent attempts to follow ups to obtain materials when critically needed from other sources.

- G.32.4.2** All documentation should demonstrate that any delay was unforeseeable and without the fault or negligence of the Contractor, subcontractor or supplier involved. The Contractor will be entitled only to the additional number of days the project is delayed which is not concurrent with another delay for which a time extension has been granted or for which a valid request has been submitted.
- G.32.4.3** In case of delays due to strikes, documentation shall include evidence of when and what trades struck, with reasons for the strike, prompt submittal of notice when the strike was ended and the date thereof, analysis of the effect of the strike on the completion of the contract work.
- G.32.4.4** In case of delays due to unusually severe weather, documentation shall include daily temperature and precipitation records for each period of delay involved and explanation of delaying effect, including number of days that the construction activities on the current critical path at the time were actually delayed, including any extended impact, beyond the normal anticipated days of delay due to the weather conditions.
- G.32.5 COST AND PRICING DATA** (applicable to a Change Order or Modification) :
- G.32.5.1** Unless otherwise provided in the solicitation, the Contractor shall, before negotiating any price adjustments pursuant to a change order or modification, submit cost or pricing data and certification that, to the best of the Contractor's knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of the date of negotiation of the change order or modification.
- G.32.5.2** If any price, including profit or fee, negotiated in connection with any change order or contract modification, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified by the Contractor, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified by the Contractor, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.
- G.32.5.3** Cost or pricing data includes all facts as of the time of price agreement that prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or pricing data are factual, not judgmental, and are therefore verifiable. While they do not indicate the accuracy of the prospective Contractor's judgment about estimated future costs or projections, cost or pricing data do include the data forming the basis for that judgment. Cost or pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred.
- G.32.5.4** The following specific information should be included as cost or pricing data, as applicable:
- G.32.5.4.1** Vendor quotations;
  - G.32.5.4.2** Nonrecurring costs;
  - G.32.5.4.3** Information on changes in production methods or purchasing volume;

- G.32.5.4.4 Data supporting projections of business prospects and objectives and related operations costs;
- G.32.5.4.5 Unit cost trends such as those associated with labor efficiency;
- G.32.5.4.6 Make or buy decisions;
- G.32.5.4.7 Estimated resources to attain business goals;
- G.32.5.4.8 Information on management decisions that could have a significant bearing on costs.
- G.32.5.5 If the Contractor is required to submit cost or pricing data in connection with pricing any change order or modification of this contract, the CO or representatives of the CO shall have the right to examine all books, records, documents and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the change order or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. Contractor shall make available at its office at all reasonable times the materials described above for examination, audit, or reproduction until three years after the later of:
  - G.32.5.5.1 final payment under the contract;
  - G.32.5.5.2 final termination settlement; or
  - G.32.5.5.3 the final disposition of any appeals under the disputes clause or of litigation or the settlement of claims arising under or relating to the contract.

**G.33 SCAFFOLDING:**

- G.33.1 The Contractor shall erect adequate scaffolds as required to perform the work in accordance with the Safety Code of the DC Minimum Wage and Industrial Safety Board and so that the work may be inspected by CA.
- G.33.2 The Contractor shall not erect scaffolds until required to be ready for use.
- G.33.3 The CA will inspect the work upon the Contractor's advising of completion of contract requirements, and the Contractor shall promptly remove the scaffolding upon acceptance of the work.
- G.33.4 Wherever possible, the Contractor shall use swinging scaffolds for exterior work under this contract.
- G.33.5 Where swinging scaffolds are not practicable, the Contractor will be permitted to use other types of scaffolds provided:
  - G.33.5.1 The Contractor shall prepare a list of areas and give the types of scaffold(s) he will use for each area.
  - G.33.5.2 The list shall be submitted not later than ten (10) calendar days after the contract is awarded.

**G.34 EXISTING EQUIPMENT REMAINING IN USE:**

- G.34.1 During the contract term, University personnel will maintain any existing equipment that remains temporarily operational.
- G.34.2 The Contractor shall coordinate with the CA the time for removal of equipment in order to permit the University to salvage components for use on equipment remaining in use.

**G.35 RESERVED:**

**G.36 AS-BUILT DRAWINGS:**

- G.36.1 General: The Contractor shall, upon completion of all work under this contract, prepare and furnish to the CA, as specified herein, as-built drawings. The as-built drawings shall be a record of the construction as installed and completed by the Contractor. They shall include all the information shown on the contract set of drawings, and all deviations, modifications, or changes from those drawings, however minor, which were incorporated in the work, including all additional work not appearing on the contract drawings, and all changes which are made after any final inspection of the contract work. In the event the Contractor accomplished additional work which changes the as-built conditions of the facility after submission of the final as-built drawings, the Contractor shall furnish revised or additional drawings as required to depict final as-built conditions. The requirements for these additional drawings will be the same as for the as-built drawings specified in this paragraph.
- G.36.2 Preliminary As-Built Drawings: The Contractor shall maintain at the work site a full size set of contract drawings for depicting a daily record of as-built conditions. The drawings shall be maintained in a current condition at all times during the entire contract period and shall be readily available for review by the CA at all times. These drawing shall be updated daily by the Contractor showing all changes from the contract plan which are made in the work, or additional information which might be uncovered in the course of construction. The Contractor shall record this information on the prints accurately and neatly by means of details and notes. The As-Built Drawings shall show, but not be limited to, the following details:
  - G.36.2.1 The location and description of any utility lines or other installations of any kind or description known to exist within the construction area. The location includes dimensions of permanent features.
  - G.36.2.2 The location and dimension of any changes within the building or structure, and the accurate location and dimension of all underground utilities and facilities.
  - G.36.2.3 Correct grade or alignment of roads, structures, or utilities if any changes were made from contract plans.
  - G.36.2.4 Correct elevations if changes were made in site grading.
  - G.36.2.5 Changes in details of design or additional information obtained from working drawing specified to be prepared or furnished by the Contractor, including but not limited to

fabrication, erection, installation and placing details, pipe sizes, insulation material, and dimension of equipment foundations.

- G.36.2.6** The topography and grades of all drainage installed or affected as part of the project construction.
- G.36.2.7** All changes or modifications of the original design that result from final inspection.
- G.36.2.8** Where Contract Drawing or Specifications allow options, only the option actually used in the construction shall be shown on the as-built drawings. The option not used shall be deleted.
- G.36.3** Submittals of As-Built Drawings: The Contractor shall submit to CA for review and approval all as-built drawings using the following procedure:
- G.36.3.1** Deliver two (2) copies of the preliminary as-built marked prints to the CA at the time of final inspection of each facility for review and approval.
- G.36.3.2** If upon review of the preliminary as-built drawings, the CA finds errors or omissions, the CA will return the drawings to the Contractor for corrections. The Contractor shall complete the corrections and return the drawings to the CA within ten (10) calendar days.
- G.36.3.3** After approval, the CA will return one (1) copy of the as-built marked up print, along with the original contract Mylar to the Contractor for use in preparation of the final as-built drawings.
- G.36.3.4** The Contractor shall incorporate the information from the approved preliminary as-built drawings into the final as-built mylar in a neat, accurate and professional manner and deliver the same to the CA.
- G.36.4** Draftsmanship: The Contractor shall employ only personnel proficient in the preparation of engineering drawings to standard, who are satisfactory and acceptable to the CA to modify reproducible contract mylar or prepare new drawings. All additions and corrections the Contractor makes to the contract mylar shall be neat, clean, and legible and shall match the adjacent existing line work or lettering annotated in type, density, size and style. The Contractor shall prepare all pencil work with plastic drawing lead suitable for use on mylar material, and shall use the grade of lead that will produce a sharp clear heavy black line similar to ink.
- G.36.5** Final As-Built Drawings: The Contractor shall letter or stamp the final revisions to the as-built drawings with the words "RECORD DRAWING" in letters at least 3/8 inch high placed above the title block, if space permits; if not, below the title block between the border and the trim line. The date of completion and the words "REVISED AS- BUILT" shall be placed in the revision block above the latest existing revision notation. The CA will not permit markings on the reverse side of the drawings. The Contractor shall use the following details for labeling, sizing and formatting the drawings:
- G.36.5.1** Title block to be used for any new as-built drawings shall be similar to that used on the original drawings.

- G.36.5.2 New or added drawings shall be full size to match the overall dimensions of the Government supplied mylar.
- G.36.5.3 The CA will review any final as-built drawings for accuracy and conformance to the drafting standard and other requirement contained in this and other sections. The Contractor shall make all corrections, changes, additions, and deletions required to meet these standards.
- G.36.5.4 The Contractor shall complete and return the final as-built record drawings (mylar) and return the same to the CA within sixty (60) calendar days after the final inspection of the facility to which the drawings apply, unless additional time is granted by the CA.
- G.36.5.5 If the University furnishes the original contract drawings in digital format the Contractor shall submit the as-built drawings on CD (3 copies) using the latest version of AutoCAD.

**G.37 51% DISTRICT RESIDENTS NEW HIRES/FIRST SOURCE EMPLOYMENT AGREEMENT:**

- G.37.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 et seq. ("First Source Act").
- G.37.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, Attachment J.2.3, in which the Contractor shall agree that:
  - G.37.2.1 The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services ("DOES"); and
  - G.37.2.2 The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.
- G.37.3 The Contractor shall submit to DOES, no later than the 10<sup>th</sup> each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report"), verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:
  - G.37.3.1 Number of employees needed;
  - G.37.3.2 Number of current employees transferred;
  - G.37.3.3 Number of new job openings created;
  - G.37.3.4 Number of job openings listed with DOES;
  - G.37.3.5 Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
  - G.37.3.6 Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including;
    - a. Name;
    - b. Social Security number;

- c. Job title;
- d. Hire date;
- e. Residence; and
- f. Referral source for all new hires.

**G.37.4** If the contract amount is equal to or greater than \$100,000.00, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

**G.37.5** With the submission of the Contractor's final request for payment from the University, the Contractor shall:

**G.37.5.1** Document in a report to the CO its compliance with the Section G.37.4 of this clause; or

**G.37.5.2** Submit a request to the CO for a waiver of compliance with Section G.37.4 and include the following documentation:

**G.37.5.2.1** Material supporting a good faith effort to comply;

**G.37.5.2.2** Referrals provided by DOES and other referral sources;

**G.37.5.2.3** Advertisement of job openings listed with DOES and other referral sources; and

**G.37.5.2.4** Any documentation supporting the waiver request pursuant to Section G.37.6.

**G.37.6** The CO may waive the provisions of Section G.37.4 if the CO finds that:

**G.37.6.1** A good faith effort to comply is demonstrated by the Contractor;

**G.37.6.2** The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Area which includes the University; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

**G.37.6.3** The Contractor enters into a special workforce development University training or placement arrangement with DOES; or

**G.37.6.4** DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

**G.37.7** Upon receipt of the Contractor's final payment request and related documentation pursuant to Sections G.37.5 and G.37.6, the CO shall determine whether the Contractor is in compliance with Section G.37.4 or whether a waiver of compliance pursuant to Section G.37.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the CFO and the CA.



- G.37.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to Section G.37.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the CO pursuant to this Section G.37.8.
- G.37.9** The provisions of Sections G.37.4 through G.37.8 do not apply to nonprofit organizations with 50 employees or less.

**G.38 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT:**

- G.38.1** For contracts subject to the 51% District Residents New Hires Requirement and First Source Employment Agreement, final request for payment must be accompanied by the report or a waiver of compliance discussed in Section G.37.
- G.38.2** The CFO shall not make final payment to the Contractor until the CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirement and First Source Employment Agreement

**PART I**

**SECTION H: SPECIAL CONTRACT REQUIREMENTS**

**H.1 LIQUIDATED DAMAGES:**

**H.1.1** The Contractor shall pay the University the sum of Eight Hundred Eighty Five dollars (\$885.00) as agreed liquidated damages for each calendar day of delay in completion of the work for this project, within the time limits set forth, subject to provisions of Article 5, DELAYS, of the General Provisions of the Standard Contract Provisions for Construction Projects, March 2011.

**H.1.2** If the University terminates for default the Contractor’s right to proceed in accordance with Article 5, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of re-procurement.

**H.2 GOVERNMENT’S RESPONSIBILITY:**

The University will provide the Contractor all necessary passes for Contractor’s employees required to enter into the facility.

**H.3 PERMITS, LICENSES AND CERTIFICATES:**

**H.3.1** The University will obtain the building permit issued by the Department of Consumer and Regulatory Affairs (DCRA), Building and Land Regulation Administration, located at 941 North Capitol Street, N.E., Washington, D.C. The Contractor shall apply for and obtain all other permits required for this project including but not limited to Raze Permit, certificates and licenses from the Office of Licenses and Permits, Permit Processing Division, Department of Consumer and Regulatory Affairs.

**H.3.1.1** The Contractor shall apply and pay for all required permits well in advance of the time that they are needed.

**H.3.1.2** If the Contractor experiences any difficulty in obtaining a permit, the Contractor shall request assistance immediately from the CA.

**H.3.2** The Contractor shall ascertain and obtain the required permits, licenses and certificates for this project. Permits, Licenses and Certificates may include, but are not limited to:

**Permits and Certificates**

1. Plumbing
2. Electrical
3. Refrigeration
4. Elevator
5. Boiler and Pressure Tank
6. Public Space - To work in, excavate in or occupy
7. Signs and Temporary Fences

**Licenses**

1. Master Plumbers
2. Electrical
3. Refrigeration
4. Boiler
5. Pressure Tank
6. Elevator

8. Work on Sunday and after 6:00 p.m. weekdays.

9. Razing

**H.3.3** The University will not allow work requiring permits and licenses to proceed until the Contractor produces evidence showing that such permits and licenses have been procured from the DCRA. Permits will be issued only to persons duly licensed for work in the University, except as follows:

**H.3.3.1** Where electrical, plumbing and refrigeration Contractors and their craft persons perform work under contract with the University and the work is physically located in areas outside the University, it shall be sufficient if any such Contractor and the Contractor's craft persons are licensed either by the University or by any governmental agency having jurisdiction over the area adjoining the site on which the work is performed.

**H.3.4** The Contractor shall prominently display all permits within the confines of the construction site.

**H.4 UTILITY CONNECTIONS AND SERVICES:**

The Contractor shall locate all existing utilities and perform the required modifications to all utilities for the completion of construction. All utility costs, costs to modify and connection fees shall be incorporated into the fixed price bid.

**H.4.1 TEMPORARY ELECTRICITY:**

**H.4.1.1** The Contractor shall arrange for and pay all expenses associated with procurement and use of the following:

**H.4.1.1.1** Install a temporary meter on existing power lines and pay for all electric power used;

**H.4.1.1.2** Install temporary lines to conform to the requirements of the D.C. Electrical Code for such work;

**H.4.1.1.3** Furnish and install all necessary safety devices required;

**H.4.1.1.4** Maintain temporary line and equipment in proper condition until lines are no longer required and disconnected;

**H.4.1.1.5** Make connections to existing electric services in accordance with D.C. Electrical Code requirements and standard procedures developed by the electric company;

**H.4.1.1.6** Upon completion of the work, remove temporary lines, poles and other accessories, make disconnections and restore services to an approved condition.

**H.4.2 TEMPORARY WATER:** For construction purposes, temporary connection to the existing water mains is permitted, at the Contractor's expense, contingent upon the Contractor performing the following:

- H.4.2.1 That no connections to water mains be made without first acquiring approval from the District Water and Sewer Authority (WASA);
- H.4.2.2 That the Contractor shall furnish all necessary temporary lines, fittings, valves, and make all temporary connections to bring the water to the job site;
- H.4.2.3 That all pipe, fittings, and hose used shall be leak proof and that hook-ups and connections be made in a manner comparable to new work to prevent unnecessary waste of water;
- H.4.2.4 That all branches from temporary main feed be equipped with tight cut-off valves; and
- H.4.2.5 That upon completion of the work, temporary lines, fittings, valves and other accessories are removed, disconnections made, and services restored to an approved condition.

**H.4.3 PERMANENT CONNECTIONS TO MAINS:**

The Contractor shall make and pay for all the required permanent connections for water, sewer, gas, electrical, telephone and fire alarm systems at its own expense. The Contractor shall pay fees and associated costs and make all arrangements with utility companies and appropriate agencies as may be required for proper and expeditious completion of the project.

**H.5 SHOP DRAWINGS AND CATALOGUE CUTS:**

- H.5.1 Within ten (10) calendar days from the date of the NTP, the Contractor shall prepare a complete list of all samples, catalogue cuts and shop drawings required to be submitted as follows:
  - H.5.1.1 The Contractor shall submit the list to the CA or his designee in quadruplicate for approval. The CA will return one (1) copy of the approved list to the Contractor.
  - H.5.1.2 The University will not make progress payments until the required list has been submitted by the Contractor. The University will not make payments for any materials installed by the Contractor without approval by the CA where submittal of the same is required.
- H.5.2 The Contractor shall not install or use materials in the work until the CA has given written approval of required samples, shop drawings or catalogue cuts, to be submitted as stated above.
  - H.5.2.1 Normally, 30 calendar days will be required for checking submitted materials. However, more time will be required for more complex submittals. The Contractor is advised that submittals that are kept simple (i.e. related to one section of the specifications or to one system) will be processed more expeditiously than more complex submittals. Approval of materials, shop drawings, catalogue cuts shall be only for the characteristics or uses named in the submission and shall not be construed as:
    - H.5.2.1.1 Permitting any departure from contract requirements except as specifically stated in the approval.
    - H.5.2.1.2 Relieving the Contractor of the responsibility of complying with the contract requirements because of errors which may exist.

**H.5.2.1.3** Constituting a complete check, but will indicate only that the general method of construction and detailing is satisfactory and the Contractor shall be responsible for the dimensions and design of adequate connections, details and satisfactory construction of all work.

**H.5.3** The Contractor shall submit all the shop drawings, samples and catalogue cuts in accordance with the following requirements:

**H.5.3.1** Letter of transmittal, each transmittal shall be submitted in triplicate and contain the following information:

**H.5.3.1.1** Project name and contract number;

**H.5.3.1.2** Work for which material is intended;

**H.5.3.1.3** Identification of material in accordance with Federal Specifications or A.S.T.M. number, manufacturer, model, type, class, brand name, specifications reference, and local distributor; and

**H.5.3.1.4** General Contractor's stamp of approval as evidence that drawings, samples, and catalogue cuts included in the submittal have been checked for conformity with contract requirements including dimensions, quality, grade, type, quantity coordination with other work and that the Contractor assumes all responsibility for errors or discrepancies.

**H.5.4** SHOP DRAWINGS:

**H.5.4.1** The Contractor shall submit shop drawings as described below:

**H.5.4.1.1** Submit six (6) sets of each drawing.

**H.5.4.1.2** Identified as to project name and number, general Contractor, fabricator, manufacturer, model, type, class, brand name, specifications reference, local distributor, and date drawn to which drawing applies.

**H.5.4.1.3** Drawings shall be complete in every respect and assembled into sets.

**H.5.4.1.3.1** Each submission shall show complete system to which it applies and shall include catalog cuts, samples and other applicable data pertinent to the system.

**H.5.4.1.3.2** The CA will review and approve the shop drawing submittals, and if approved, will return three (3) sets of the same to the Contractor.

**H.5.4.1.3.3** When corrections to shop drawing prints are necessary, two (2) prints of each shop drawing will be returned to the Contractor for corrections and resubmission in six (6) sets.

**H.5.4.2** The Contractor shall submit one (1) reproducible print of each approved shop drawing after final approval of submitted shop drawings has been made.

- H.5.4.3** If drawings show variations from contract requirements because of standard shop practices or for any other reasons, the Contractor shall make specific mention of such variation and the cause therefore in the letter of transmittal.
- H.5.4.3.1** If the variations in the drawings are acceptable to the CA, he/she may initiate any changes to the contract under Article 3, Changes, of the Standard Contract Provisions, which will be subject to the CO's approval.
- H.5.4.3.2** If drawings submitted indicate a departure from the contract requirements, which the CO finds to be in the best interest of the University and to be so minor as not to involve a change in contract price or time for completion, he may approve the drawings.

**H.5.5** COMPOSITE SHOP DRAWINGS:

In addition to shop drawings specified in the various sections of the specifications, the Contractor shall submit composite shop drawing details of constricted spaces, pipe and duct spaces, mechanical, equipment rooms and ceiling spaces where pipes, ducts, conduit, crossover and where items such as light fixture housing project into the space, to ensure that equipment approved for use or proposed for use fits into the space provided.

- H.5.5.1** In the event of a conflict, the Contractor may offer his suggestions for solution of the problem on the shop drawing submittal or by letter submitted therewith;
- H.5.5.2** Submittal of composite shop drawings shall be provided within 14 days after NTP to prevent a delay in construction.
- H.5.6** The Contractor shall submit, with a letter of transmittal, samples, catalogue cuts, test reports, and certifications, as required. The Contractor shall not submit any samples and catalogues with bids. The Contractor must refer to the specification sections for samples, catalogue cuts, test reports and certifications required under the contract.
  - H.5.6.1** The Contractor shall submit the required samples prepaid in duplicate, unless otherwise specified in the applicable specification section.
  - H.5.6.2** The Contractor shall submit the required catalogue cuts in six (6) sets.
  - H.5.6.3** The Contractor shall submit each item and label it with the following information:
    - H.5.6.3.1** Project name and contract number;
    - H.5.6.3.2** Work for which material is intended;
    - H.5.6.3.3** General Contractor, manufacturer and fabricator;
    - H.5.6.3.4** Applicable Federal Specifications, A.S.T.M. specification or other standard;
    - H.5.6.3.5** Contract specification reference; and

**H.5.6.3.6** Manufacturer's brand name, class or grade and type.

**NOTE:** The CA shall hold for 30 days and then destroy samples submitted without the above labels.

**H.5.6.4** The Contractor shall submit samples of materials that are required to match work in place and shall also submit representative samples of present materials which they are to match. The Contractor may take a sample of present materials from the work in place, but if this is not possible, the Contractor will take a sample to the site of the work for inspection and verification.

**H.5.6.5** The CA will approve a sample submitted only for the characteristics or for the uses named in such approval and no other purpose.

**H.5.6.5.1** No approval of a sample shall be taken in itself to change or modify any contract requirement unless specifically stated in the approval.

**H.5.6.5.2** The Contractor shall send the approved samples not destroyed in testing back to the CA.

**H.5.6.5.3** The Contractor shall mark for identification and use in the work the approved samples of hardware, miscellaneous accessories and signs in good condition.

**H.5.6.5.4** The CA may retain for 30 days any samples not destroyed in testing and that are not approved, and then dispose of them or return them to the Contractor at his expense if requested within thirty 30 days from the date of rejection.

**H.5.6.6** The CA will request the Contractor to deliver test samples as specified in the various University Specifications sections and other test samples deemed necessary, or the CA will take the same from various material or equipment delivered by the Contractor for use in the work. The CA has the right to request any additional tests from an accredited testing facility on any materials delivered to the site of the work, at the University's expense.

**H.5.6.7** If any of these test samples fail to meet the specification requirements, any previous approvals will be withdrawn and such materials or equipment shall be subject to removal and replacement by the Contractor with materials or equipment meeting the specification requirements at no additional cost to the University.

**H.5.6.8** The University may refuse to consider under this contract any further samples of the same brand or make of material that fails to pass specified tests.

**H.5.6.9** The CA reserves the right to disapprove any material, which is presently, or previously has been, unsatisfactory in service.

**H.5.6.10** The Contractor shall submit material lists, schedules and diagrams for material, equipment, fixtures, fittings, hardware required under specifications sections in six (6) sets and labeled as set forth for catalogue cuts.

**H.5.6.11** The Contractor shall identify individual items included in brochures and catalogs that are submitted for approval in the transmittal letter and in its submittal material.

## **H.6 PROPRIETARY RESTRICTIONS:**

**H.6.1** Proprietary names or brands are mentioned for descriptive, not restrictive, purposes and are intended to establish minimum standards of quality for materials, fabrication and finishes.

**H.6.1.1** Such references shall not be construed as limiting competition or controlling selection of manufacturers, and the Contractor in such cases may submit for approval by the CO any item or type of construction which, is equal to that specified.

**H.6.1.2** The CA will judge the submissions on the basis of durability, strength, appearance, serviceability of parts, output, coordination with related work and the ability to fulfill the requirements of the specified item. The CO may approve any item or type of construction submitted by the Contractor which, in her sole discretion, is equal to that specified.

## **H.7 DEBRIS AND CLEANING:**

**H.7.1** The Contractor shall, during the progress of the work, remove and properly dispose of the resultant dirt and debris daily and keep the premises clean and free from safety hazards.

**H.7.2** Upon completion of the work, the Contractor shall remove all equipment, salvaged materials provided for the work (except any materials that are to remain the property of the University as provided in the University Specifications) and leave the premises in a neat and clean condition satisfactory to the CA at the site.

## **H.8 MATERIALS AND WORKMANSHIP:**

**H.8.1** Unless otherwise specified, all materials and equipments incorporated in the work under the contract shall be new. All workmanship shall be first class and by persons qualified in the respective areas.

**H.8.2** In the absence of specific requirements for installation of a material or product, the Contractor will be held responsible for installation of said material or product in strict accordance with the manufacturer's printed instructions and recommendations.

## **H.9 STANDARDS:**

**H.9.1** Any material specified by reference to the number, symbol or title of a specific standard such as a Commercial Standard, a Federal Specifications, ASTM certification or other similar standard, shall comply with the requirements in the latest revision thereof in effect on the bid submission date specified in Section L.6.

**H.9.2** The University will not furnish any copies of the applicable Federal Specifications, Commercial Standards and other standard specifications to the bidders. However, the CO will furnish upon request, information as to how copies of the standards referred to may be obtained, and it will be responsibility of the requestor to obtain the necessary documents from respective sources.



**H.9.3** Where a standard is referred to in the various sections of these specifications, it shall include the installation requirements specified therein unless specifically modified in the contract specifications.

**H.10 EQUIPMENT COORDINATION:**

The Contractor shall ascertain that the make and model of all shop or factory fabricated equipment furnished not only meets all requirements of the contract document, but it shall be of the proper physical size and dimension to fit the space or area, ductwork, conduit, panel boxes, disconnect switches and related accessory equipment. Where the physical size of any equipment is dependent upon other equipment, coordination shall be done by the Contractor to assure that they are compatible and will fit within the limitations of the space where they are to be located, including coordinating of utility connections and coordination of space for servicing the equipment, changing filters, cleaning tubes and similar operations.

## PART II

### SECTION I: CONTRACT CLAUSES

#### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS:**

The Standard Contract Provisions for use with Specifications for University Government Construction Projects, March 2011 are incorporated herein as Attachment J.1.4, with the same force and effect as if given in full text.

#### **I.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS:**

**I.2.1** Davis Bacon Wage Rates are applicable. The current prevailing wage determination is General Decision Number DC120002, dated 04/06/2012 – DC2, incorporated herein as Attachment J.1.3.

**I.2.2** In accordance with the applicable provisions of 29 CFR, Part 1, Section 1.6 (c) (3) (IV), if this contract has not been awarded within 90 days after bid opening, any modification, notice of which is published on WDOL prior to award of the contract or the beginning of construction, as appropriate, shall be effective with respect to that contract unless the head of the agency or his or her designee requests and obtains an extension of the 90-day period from the Administrator.

#### **I.3 CONFLICT OF INTEREST:**

**I.3.1** No official or employee of the University or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (Title 8, DCMR, UDC Procurement Regulations, Chapter 3016, sub chapter 3001.7).

**I.3.2** 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.

#### **I.4 EQUAL EMPLOYMENT OPPORTUNITY:**

In accordance with the University Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985 the forms for completion of the Equal Employment Opportunity Information Report shall be completed and incorporated with the bid. The forms can be found at [www.ocp.dc.gov](http://www.ocp.dc.gov) under solicitation attachments. An award cannot be made to any Bidder who has not satisfied the equal employment requirements as set forth by the Department of Small and Local Business Development.

#### **I.5 GENERAL REQUIREMENTS:**

A. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer

giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor/Insurance Company shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$2,000,000 per occurrence limits; \$4,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent Contractors. The policy coverage shall include the University as an additional insured, shall be primary and non-contributory with any other insurance maintained by the University, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$2,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the University or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$1,000,000 per accident for injury; \$1,000,000 per employee for disease; and \$1,000,000 for policy disease limit.

**If projects hereunder include water operations, the U.S. Longshoremen and Harbor Workers' Compensation Act and Maritime endorsements must be purchased and attached to the policies required above.**

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$5,000,000 per occurrence, including the University as additional insured.
5. Environmental Liability Insurance. The Contractor shall provide a policy to cover costs associated with bodily injury, property damage and remediation expenses associated with pollution incidents including, but not limited to, mold, asbestos or lead removal. The policy shall provide a minimum of \$2,000,000 in coverage per incident and \$4,000,000

aggregate.

6. Builders Risk Insurance. The Contractor shall provide Builders' Risk Insurance for the total amount of the contract value.
  7. Crime Insurance. The Contractor shall provide as follows: \$1,000,000 per occurrence for each wrongful Act; \$2,000,000 per aggregate for each wrongful act.
- B. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the University, and shall carry the required General Liability; and any required Professional Liability for five (5) years following final acceptance of the work performed under this contract.
- C. **LIABILITY.** These are the required minimum insurance requirements established by the University. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the University.
- E. **MEASURE OF PAYMENT.** The University shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. **NOTIFICATION.** The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
- G. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in the Insurance Section prior to commencing work. Evidence of insurance shall be submitted to:

Sherry Jones-Quashie  
Director  
Capital Procurement Division  
4200 Connecticut Avenue, NW  
Washington, DC 20008  
Phone: (202) 274-5752

***The insurance must contain language that includes:***

1. University of the District of Columbia, Capital Procurement Division, to Replace Chiller, Power Plant, Bldg. 43, UDC Van Ness Campus.

2. Additional Insured Endorsement naming the University of the District of Columbia as additional insured with respect to work or services performed under the contract.
3. Primary and Noncontributory Coverage –
  - (a) “A Contractor’s insurance policy shall be primary and noncontributory; and”
  - (b) “No other insurance from any other entity shall apply before the Contractor’s insurance coverage and limits of liability are exhausted. “
4. Waiver of Subrogation Endorsement – “a. the policy shall contain a waiver of subrogation endorsement in favor of the District for all claims made against the District, its officers, directors, agents, and employees, except with respect to Workers’ Compensation and Professional Liability”.

## **I.6 DISCRIMINATION CLAUSES:**

### **I.6.1 Anti-Discrimination Clause:**

The Contractor:

- I.6.1.1** Shall not discriminate in any manner against any employee or applicant for employment in violation of Section 211 of the University Human Rights Act (DC Law 2-38; DC Official Code Section 2-1402.11);
- I.6.1.2** Shall include a similar clause in every subcontract, except subcontracts for standard commercial supplies or raw materials;
- I.6.1.3** Shall, along with all subcontractors, post in a conspicuous place available to employees and applicants for employment, a notice setting forth the provisions of the anti-discrimination clause set out in Section 251 of the University of Columbia Human Rights Act (DC Official Code Section 2-1402.51).

### **I.6.2 Non-Discrimination Clause:**

- I.6.2.1** The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the University Human Rights Act, approved December 13, 1977, as amended (D. C. Law 2-38; D. C. Official Code §2-1402.11) (2001 Ed.) (“Act” as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.
- I.6.2.2** Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register and Mayor’s Order 2002-175 (10/23/02), 49 DCR 9883, the following clauses apply to this contract:
  - I.6.2.2.1** The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or

business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.

**I.6.2.2.2** The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business.

The affirmative action shall include, but not be limited to the following:

- (a) employment, upgrading or transfer;
- (b) recruitment, or recruitment advertising;
- (c) demotion, layoff, or termination;
- (d) rates of pay, or other forms of compensation; and
- (e) selection for training and apprenticeship.

**I.6.2.2.3** The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections **I.6.2.2.1** and **I.6.2.2.2** concerning non-discrimination and affirmative action.

**I.6.2.2.4** The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection **I.6.2.2.2**.

**I.6.2.2.5** The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that Contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**I.6.2.2.6** The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.

**I.6.2.2.7** The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the University adopted by the Director of the Office of Human Rights, or any authorized official.

**I.6.2.2.8** The Contractor shall include in every subcontract the equal opportunity clauses, subsections **I.6.2.2.1** through **I.6.2.2.9** of this section, so that such provisions shall be binding upon each subcontractor or vendor.

**I.6.2.2.9** The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the University to enter into such litigation to protect the interest of the University.

**I.7 CONTRACTS IN EXCESS OF \$1 MILLION:**

Any contract in excess of \$1,000,000.00 shall not be binding or give rise to any claim or demand against the University until approved by the Council of the University, and signed by the CO.

**I.8 DISPUTES:**

**I.8.1** All disputes arising under or relating to this contract shall be resolved as provided herein.

**I.8.2** Claims by a Contractor against the University.

Claim, as used in 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.

**I.8.2.1** All claims by a Contractor against the University arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:

**I.8.2.1.1** A description of the claim and the amount in dispute;

**I.8.2.1.2** Any data or other information in support of the claim;

**I.8.2.1.3** A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and

**I.8.2.1.4** The Contractor's request for relief or other action by the CO.

**I.8.2.2** The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.

**I.8.2.3** For any claim of \$50,000.00 or less, the CO shall issue a decision within sixty (60) calendar days from receipt of a written request from a Contractor that a decision is rendered within that period.

**I.8.2.4** For any claim over \$50,000.00, the CO shall issue a decision within ninety (90) calendar days of receipt of the claim. Whenever possible, the CO 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.

**I.8.2.5** The CO's written decision shall do the following:

**I.8.2.5.1** Provide a description of the claim or dispute;

**I.8.2.5.2** Refer to the pertinent contract terms;

- I.8.2.5.3** State the factual areas of agreement and disagreement;
- I.8.2.5.4** 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;
- I.8.2.5.5** 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;
- I.8.2.5.6** Indicate that the written document is the CO's final decision; and
- I.8.2.5.7** Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- I.8.2.6** Any failure by the CO 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.
- I.8.2.6.1** 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 University for an amount equal to the unsupported part of the claim in addition to all costs to the University attributable to the cost of reviewing that part of the Contractor's claim.
- I.8.2.6.2** Liability under Paragraph I.8.2.6.1 shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- I.8.2.7** The decision of the CO 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.8.2.8** 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 CO.
- I.8.3** Claims by the University against a Contractor
  - I.8.3.1** Claim as used in Paragraph I.8.3 of this clause, means a written demand or written assertion by the University 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.
  - I.8.3.2** The CO shall decide all claims by the University against a Contractor arising under or relating to a contract.
    - I.8.3.2.1** The CO shall send written notice of the claim to the Contractor. The CO's written decision shall do the following:
      - I.8.3.2.1.1** Provide a description of the claim or dispute;



- I.8.3.2.1.2 Refer to the pertinent contract terms;
  - I.8.3.2.1.3 State the factual areas of agreement and disagreement;
  - I.8.3.2.1.4 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;
  - I.8.3.2.1.5 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;
  - I.8.3.2.1.6 Indicate that the written document is the CO's final decision; and
  - I.8.3.2.1.7 Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- I.8.3.3 The decision shall be supported by reasons and shall inform the Contractor of his or her rights as provided herein.
- I.8.3.4 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.
- I.8.3.5 This clause shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- I.8.4 The decision of the CO shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the University as authorized by D.C. Official Code §2-309.04.
- I.8.5 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 CO.

**I.9 CONFIDENTIALITY OF INFORMATION:**

The Contractor shall keep all the information obtained relating to any employee or customer of the University in absolute confidence, and shall not use it in connection with any other matters, or disclose it to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

**I.10 TIME:**

Time or performance period, if stated in number of days, shall mean calendar days which includes Saturdays, Sundays, and holidays, unless stated otherwise therein.

**I.11 OTHER CONTRACTORS:**

The Contractor shall not commit or permit any act that will interfere with the performance of work by another University Contractor or by any University employee.

**I.12 INCORPORATION AND ORDER OF PRECEDENCE:**

The following documents are incorporated herein by reference and in case of any discrepancy the following Order Of Precedence shall apply: (1) Schedule For Construction, Alteration, Repairs Prices (Section B), (2) Scope (Section C), University Specifications (Attachment J.1.1), Drawings (Attachment J.1.2), (3) Special Contract Requirements (Section H), (4) Contract Clauses (Section I), and (5) Standard Contract Provisions for use with Construction Projects, March 2011 (Attachment J.1.4), (6) General Decision Number: DC120002, dated 04/06/2012 – DC2 (Attachment J.1.3), (7) The Living Wage Act Notice and Fact Sheet (Attachments J.1.5 and J.1.6), (8) Certifications and Representation (Section K), (9) Contractor’s bid, and (10) First Source Employment Agreement (Attachment J.2.3), Sections D, E, F, G, L and M.

**I.13 AUDITS, RECORDS, AND RECORD RETENTION:**

- I.13.1** At any time or times before final payment and three (3) years thereafter, the CO may have the Contractor’s invoices or vouchers and statements of cost audited. Any payment may be reduced by amounts found by the CO not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the University and an overpayment is found, the Contractor shall reimburse the University for said overpayment within thirty (30) days after written notification.
- I.13.2** The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the University under the contract that results from this solicitation.
- I.13.3** The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.
- I.13.4** The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, University, or other personnel duly authorized by the CO.
- I.13.5** Persons duly authorized by the CO shall have full access to and the right to examine any of the Contractor’s contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- I.13.6** The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
- I.13.7** In the event of a conflict between Article 28 of the General Provisions of the Standard Contract Provisions for Construction Projects, March 2011, and the provisions of this clause, the Standard Contract Provisions shall prevail.

**I.14 PUBLICITY:**

The Contractor shall at all times obtain the prior written approval from the CO before the Contractor, any of its officers, agents, employees or subcontractor, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

**I.15 FREEDOM OF INFORMATION ACT:**

The District's Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the University to make available for inspection and copying any record produced or collected pursuant to a University contract with a private Contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the reliability of the records. The University will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

**I.16 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA):**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. 12101 *et seq.*

**I.17 SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED:**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. 794 (1983) *et seq.*

**I.18 ENVIRONMENTALLY PREFERABLE PAINT PRODUCTS:****I.18.1 Environmentally Preferable Products Goals**

**I.18.1.1** The University is seeking Contractors to provide environmentally preferable and effective paint products that support the University's environmentally preferable purchasing (EPP) contracting initiative.

**I.18.1.2** Environmentally preferable products are products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or

services that serve the same purpose. This comparison considers the life cycle of the product from raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance and disposal.

**I.18.2 Paint Environmental Requirements**

**I.18.2.1** The requirements and restrictions contained in this clause shall apply to all architectural and anti-corrosive paints used during the course of this contract.

**I.18.2.2** Due to the documented health risks associated with high Volatile Organic Compound (VOCs) levels, the Contractor shall use only paint and paint products that do not exceed the maximum allowable VOC content in the table below for each type of paint:

Product Type	Type of Paint	VOCs (grams/liter)	VOCs (pounds/gallon)
<b>Category I</b>	<b>Interior</b>		
	Architectural		
	a. Flat	50 g/l	0.42 lb/gal
	b. Non-Flat	150 g/l	1.25 lb/gal
<b>Category II</b>	<b>Exterior</b>		
	Architectural		
	a. Flat	100 g/l	0.83 lb/gal
	b. Non-Flat	200 g/l	1.66 lb/gal
<b>Category III</b>	<b>Anticorrosive</b>		
	a. Flat	250 g/l	2.1 lb/gal
	b. Semi-Gloss	250 g/l	2.1 lb/gal
	c. Gloss	250 g/l	2.1 lb/gal

**I.18.3 Prohibited Paint Components**

**I.18.3.1** Paints often contain inorganic and organo-metallic components used as preservatives, additives and pigments. The following is a list of organic compounds and components prohibited under this contract:

- |                             |                         |
|-----------------------------|-------------------------|
| 1,1,1 Trichloroethane       | Formaldehyde            |
| 1,2 Dichlorobenzene         | Hexavalent chromium     |
| Acrolein                    | Isophorone              |
| Acrylonitrile               | Lead                    |
| Antimony                    | Mercury                 |
| Benzene                     | Methylene chloride      |
| Butyl benzyl phthalate      | Methyl ethyl ketone     |
| Cadmium                     | Methyl isobutyl ketone  |
| Di (2-ethylhexyl) phthalate | Naphthalene             |
| Dimethyl phthalate          | Toluene (Methylbenzene) |
| Di-n-butyl phthalate        | Vinyl Chloride          |
| Ethylbenzene                |                         |

#### **I.18.4 Packaging**

**I.18.4.1** Paint cans and their components shall not be fabricated with lead.

#### **I.18.5 Product Safety**

**I.18.5.1** A Contractor shall be responsible for:

- (a) Any damage to personnel, buildings, furniture or equipment directly traceable to their use of prohibited paint.
- (b) Evacuating and warning individuals that might be affected by any spills or leakages directly traceable to their use of prohibited paint.
- (c) Any spills or leaks that occur during the use or transportation of their products.
- (d) Paying the cleanup cost for any spills or leaks that occur while they are unloading, transporting or otherwise using their products.

### **I.19 ENVIRONMENTALLY PREFERABLE SOLVENT PRODUCTS:**

#### **I.19.1 Environmentally Preferable Products Goals**

**I.19.1.1** The University is seeking Contractors to provide environmentally preferable and effective solvent products that support the District's environmentally preferable purchasing (EPP) contracting initiative.

**I.19.1.2** Environmentally preferable products are products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison considers the life cycle of the product from raw material

#### **I.19.2 Environmentally Preferable Solvent Products**

**I.19.2.1** Solvents are fluids or a mixture of fluids capable of dissolving substances to produce compositions for industrial value.

**I.19.2.2** Solvent products subject to the requirements of this clause include, but are not limited to, the following classes:

- (a) **Alcohols.** Alcohols are solvents that dissolve substances such as shellacs, vinyls, acrylics, epoxies and silicones.
- (b) **Aliphatic Hydrocarbons.** Aliphatic hydrocarbons are solvents often found in coatings and insecticides. Commonly used as degreasers and solvents for acrylics and epoxies. Common aliphatics include mineral spirits, paint thinner, petroleum distillates, VM&P Naphtha, kerosene, gasoline and heptane (all of which are extremely flammable).

- (c) **Aromatic Hydrocarbons.** Aromatic hydrocarbons are substances used in printing, fiberglass-reinforced products, glues and veneers. Common aromatics include toluene (toluol), xylene (xylol), coal-tar naphtha, styrene and benzene.
- (d) **Chlorinated Hydrocarbons.** Chlorinated hydrocarbons are commonly used degreasers, dry cleaning agents, rubber solvents and paint strippers found in coatings, resins and tars. Common chemicals in this class include perchloroethylene, methylene chloride, carbon tetrachloride, methyl chloroform and trichloroethylene.
- (e) **Glycols.** Glycols, which are water-soluble solvents used as lubricants, are found in cosmetics, coatings, resins and dyes. Glycol ethers include butyl cellusolve (2-butoxyethanol), cellusolve (2-ethoxyethanol), methyl cellusolve (2-methoxyethanol), and cellusolve acetate (2-ethoxyethyl acetate). Most common glycol ethers are combustible.
- (f) **Esters.** Esters have differing chemical properties depending on their use including methyl formate, ethyl acetate, isopropyl acetate, methyl acetate, secamylacetate, and isoamyl acetate (banana oil).
- (g) **Ethers.** Ethers are ingredients in dyes, resins, waxes, cellulose nitrate and fuels, including ethyl ether, tetrahydrofuran, dioxane and isopropyl ether.
- (h) **Ketones.** Ketones are solvents for dyes, resin and waxes that are used to manufacture plastics, synthetic fibers, explosives, cosmetics and medicines. Some examples of ketones include acetone, methyl ethyl ketone, cyclohexanon and isophorone.
- (i) **Other Solvents.** Other types of solvents include freon, turpentine, dimethylformamide and carbon disulfide.

**I.19.3 Solvent Environmental Requirements - The Contractor shall avoid the following hazards when using solvent products during the performance of this contract:**

**I.19.3.1 Health Hazards**

- (a) **Bodily Contact** - The Contractor shall not use solvent products that irritate or harm the skin, eyes, nose and throat from direct contact with the solvents;
- (b) **Inhalation** – The Contractor shall not use solvent products that when inhaled causes headaches, nausea, vomiting and dizziness from contact with the solvents; and,
- (c) **Ingestion** – The Contractor shall not use solvent products that if ingested or exposed to for a period of time cause damage to the brain, liver, kidney, respiratory system and nervous systems.

**I.19.3.2 Physical Hazards**

- (a) **Flammable materials** are substances that will easily ignite, burn and serve as fuel for a fire. The flash point is the lowest temperature at which a liquid gives off enough vapors

which, when mixed with air, can be easily ignited by a spark. The lower the flash point, the greater the risk of fire or explosion.

- (b) The Contractor shall not use solvent products that are a potential fire hazard or have a low flash point. A solvent is flammable and a serious fire hazard if its flash point is below 37.8C (100F).

**I.19.4 Prohibited Solvents**

**I.19.4.1** The following solvent products are recognized by the National Institute for Occupational Safety and Health (NIOSH) as carcinogens, ozone-depleting solvents or as reproductive hazards in the workplace and shall not be used:

Benzene	Carbon tetrachloride
Trichloroethylene	1,1,2,2-tetrachloroethane
2-methoxyethanol	2-ethoxyethanol
Methylchloride	Trichlorotrifluoroethane
Chlorinated Fluorocarbon Compounds	

**I.19.5 Packaging Reduced/Recyclable**

**I.19.5.1** If possible, the Contractor shall use products that are in reusable, refillable, or recyclable containers or are otherwise made from recycled content products.

**I.19.5.2** No products shall be delivered in aerosol cans.

**I.19.5.3** All products must be available in non-aerosol containers such as ready-to-use pump action sprays, air-charged refillable containers, or spray bottles.

**I.19.6 Product Safety**

**I.19.6.1** The Contractor shall be responsible for:

- (a) Any damage to personnel, buildings, furniture or equipment directly traceable to their use or transportation of prohibited products.
- (b) Any spills or leaks that occur during the use or transportation of their products.
- (c) Evacuating and warning individuals that might be affected by any spills or leaks that occur when their products are being used or transported.
- (d) Paying the cleanup cost for any spills or leaks that occur while they are using or transporting their products.

**I.20 PROJECT PROGRESS/COORDINATION MEETINGS:**

The Contractor is required to perform the following activities:

- A. General: Prepare and distribute to each subcontracting entity performing work at the project site, a written memorandum of instructions on required coordination activities, including required notices, reports and attendance at meetings. Prepare similar memorandum for Contractors performing work where interfacing of work is required.
- B. Bi-weekly Progress Meetings: In addition to specific pre-installation and coordination meetings for each element of work, hold bi-weekly progress meetings at regularly scheduled times which are convenient for everyone involved. Conduct meetings in a manner which will resolve any project problems, both present and anticipated. Record the meeting minutes and distribute copies to all persons in attendance and to others affected by decisions or actions resulting from each meeting. The meeting minutes shall be distributed in five (5) business days from the conclusion of the meeting and all corrections shall be made and the minutes re-distributed before the next meeting convenes.

## **I.21 LIVING WAGE ACT OF 2006:**

The Living Wage Act of 2006 is Title I of the "Way To Work Amendment Act of 2006", DC Law 16-118, effective June 8, 2006. The Living Wage Act is codified at DC Official Code §§2-220.01 through 11. Living wage act can be found at: [www.ocp.dc.gov](http://www.ocp.dc.gov).

### **I.21.1 WAY TO WORK AMENDMENT ACT OF 2006**

- I.21.1.1** Except as described in I.21.1.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- I.21.1.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- I.21.1.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- I.21.1.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- I.21.1.5** The Contractor shall provide a copy of the Fact Sheet attached as J.1.5 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- I.21.1.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.



**I.21.1.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

**I.21.1.8** The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

**I.21.1.9** The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

## **PART III**

### **SECTION J: ATTACHMENTS**

#### **J.1 LIST OF ATTACHMENTS**

- J.1.1** Specifications for “Replace Chiller, Power Plant, Bldg . 43, UDC Van Ness Campus”
- J.1.2** Drawings for “Replace Chiller, Power Plant, Bldg . 43, UDC Van Ness Campus”
- J.1.3** General Decision Number: DC120002, dated 04/06/2012 - DC2
- J.1.4** Standard Contract Provisions For Use With Specifications for District of Columbia Government Construction Projects, March 2011
- J.1.5** Way to Work Amendment Act of 2006 – Living Wage Fact Sheet and Living Wage Notice
- J.1.6** Limited Asbestos and Lead Testing Report

#### **J.2 INCORPORATED ATTACHMENTS**

*Bidders shall complete and include with their bids, the following forms available at [www.udc.edu](http://www.udc.edu). Under Administration Tab, select Capital Procurement and click on “For Official Capital Procurement Related Forms”:*

- J.2.1** E.E.O. Compliance Documents
- J.2.2** Tax Certification Affidavit
- J.2.3** First Source Employment Agreement

*Bidder’s shall contact the Department of Small and Local Business Development for the following package:*

- J.2.4** DSLBD Certification Package

**PART IV**

**SECTION K: CERTIFICATIONS, REPRESENTATIONS AND OTHER STATEMENTS OF BIDDERS**

- K.1** Certification of Eligibility
- K.2** Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction
- K.3** Payment to Subcontractor and Suppliers Certification
- K.4** Subcontracting Plan
- K.5** Bid Bond
- K.6** Certification of Independent Price Determination
- K.7** Employment Agreement
- K.8** Certification under "Buy American Act" (applicable to purchase of material and equipment)
- K.9** Certification as to Type of Business Organization

**NOTE:**

- a) All of the documents above must be filled out completely, signed and submitted along with your bid.*
- b) Bid Bond must be executed and submitted along with bid. Otherwise, your bid will not be considered.*

K.1

**CERTIFICATION OF ELIGIBILITY**

\_\_\_\_\_, being duly sworn (or  
(President or Authorized Official of Bidder)

under penalty of perjury under the laws of the United States), certifies that, except as noted below, (the Company) or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds):

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any Federal, University or State statutes;

has not been suspended, debarred, voluntarily excluded or determined ineligible by an Federal, University or state agency within the past three (3) years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions will not necessarily result in denial of award, but will be considered in determining acceptability of offeror. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

\_\_\_\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
President or Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

The penalties for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986 (Public Law 99-509, 31 U.S.C. 3801-3812).

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_

At \_\_\_\_\_  
City and State

\_\_\_\_\_  
Notary Seal

\_\_\_\_\_  
Notary Public

K.2

**CERTIFICATION REGARDING DEBARMENT  
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTION**

\_\_\_\_\_, being duly sworn (or  
(President or Authorized Official of Bidder)  
under penalty of perjury under the laws of the United States), certifies that, except as noted below, (the  
Company) or any person associated therewith in the capacity of (owner, partner, director, officer, principal  
investigator, project director, manager, auditor, or any position involving the administration of federal  
funds):

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under  
any Federal, University or State statutes;

has not been suspended, debarred, voluntarily excluded or determined ineligible by an Federal, University or  
state agency within the past three (3) years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent  
jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions will not necessarily result in denial of award, but will be considered in determining acceptability  
of offeror. For any exception noted, indicate below to whom it applies, initiating agency, and dates of  
action. Providing false information may result in criminal prosecution or administrative sanctions.

\_\_\_\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
President or Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

The penalties for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986  
(Public Law 99-509, 31 U.S.C. 3801-3812).

Subscribed and sworn before me this \_day \_\_\_\_\_

At \_\_\_\_\_  
City and State

\_\_\_\_\_  
Notary Seal

\_\_\_\_\_  
Notary Public

**K.3**

**PAYMENT TO SUBCONTRACTOR AND SUPPLIERS CERTIFICATE**

The Contractor, prior to receiving a progress payment, shall submit to the CA, certification that the Contractor has made and will make timely payments to his/her subcontractor and suppliers per his/her contractual arrangements with them.

The certification must be accompanied by a list of all subcontractors and suppliers who will receive payment from the invoice and the dollar amount. Payment will not be made until the Prime Contractor submits this information.

Certification shall be made on the following standard form.

Sherry Jones-Quashie  
Director  
Capital Procurement Division  
4200 Connecticut Avenue, NW  
Washington, DC 20008  
Phone: (202) 274-5752

I hereby certify:

I have made and/or will make timely payments to all my subcontractors and suppliers per my contractual arrangements with them.

\_\_\_\_\_  
Contractor/Company Name

\_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**K.4  
SUBCONTRACTING PLAN**

Page 1 of 2

PRIME CONTRACTOR INFORMATION:	
Company: _____ Street Address: _____ City & Zip Code: : _____ Phone Number: _____ Fax: _____ Email Address: _____	Solicitation Number: _____ Contractor's Tax ID Number: _____ Caption of Plan: _____ _____ _____ 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; width: 100%;"> <span>LSDBE Subcontract Value</span> <span>Percentage Set Aside</span> </div>
Project Name: _____ Address: _____ _____ Project Descriptions: _____ _____ _____	

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: : _____ <span style="margin-left: 150px;">1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup></span> LSDBE Certification Number: _____ Certification Status: <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="padding: 2px;">CBE:</td> <td style="padding: 2px;">LBE:</td> <td style="padding: 2px;">DBE:</td> <td style="padding: 2px;">DZE:</td> <td style="padding: 2px;">ROB:</td> <td style="padding: 2px;">LRB:</td> </tr> </table> (check all that apply)			CBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ <span style="margin-left: 100px;">Name (Print)</span> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
CBE:	LBE:	DBE:	DZE:	ROB:	LRB:					

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

**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, ROB, 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 CO, 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 CO, and submit periodic reports, as requested by the CO, to allow the University 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 University's request; and
- e. A description of the prime Contractor's recent **efforts to locate LBEs, DBEs, SBEs, DZEs, LRBs, and ROB, and to award subcontracts to them.**

PERSON PREPARING THE SUBCONTRACTING PLAN:	
Name: _____ <span style="margin-left: 150px;">(Print)</span> Telephone Number: (    ) _____ - _____ Fax Number: (    ) _____ - _____ Email Address: _____	Signature: _____ Title: _____ Date: _____

Date Plan Received by CO: _____		
Report: <input type="checkbox"/> Acceptable	<input type="checkbox"/> Not Acceptable	Contract Number: _____
<u>Sherry Jones-Quashie</u>	_____	_____
Name of CO	Signature	Date

**(SUBCONTRACTORS LIST CONTINUED)**

(List each subcontractor 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: : _____ <span style="margin-left: 150px;">1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup></span>			Point of Contact: _____ <span style="margin-left: 150px;">Name (Print)</span>							
LSDBE Certification Number: _____ Certification Status: <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="padding: 2px;">CBE:</td> <td style="padding: 2px;">LBE:</td> <td style="padding: 2px;">DBE:</td> <td style="padding: 2px;">DZE:</td> <td style="padding: 2px;">ROB:</td> <td style="padding: 2px;">LRB:</td> </tr> </table> (check all that apply)			CBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
CBE:	LBE:	DBE:	DZE:	ROB:	LRB:					
SUBCONTRACTOR INFORMATION:										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ %    Tier: : _____ <span style="margin-left: 150px;">1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup></span>			Point of Contact: _____ <span style="margin-left: 150px;">Name (Print)</span>							
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CBE:	LBE:	DBE:	DZE:	ROB:	LRB:					
SUBCONTRACTOR INFORMATION:										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ %    Tier: : _____ <span style="margin-left: 150px;">1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup></span>			Point of Contact: _____ <span style="margin-left: 150px;">Name (Print)</span>							
LSDBE Certification Number: _____ Certification Status: <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="padding: 2px;">CBE:</td> <td style="padding: 2px;">LBE:</td> <td style="padding: 2px;">DBE:</td> <td style="padding: 2px;">DZE:</td> <td style="padding: 2px;">ROB:</td> <td style="padding: 2px;">LRB:</td> </tr> </table> (check all that apply)			CBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
CBE:	LBE:	DBE:	DZE:	ROB:	LRB:					
SUBCONTRACTOR INFORMATION:										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ %    Tier: : _____ <span style="margin-left: 150px;">1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup></span>			Point of Contact: _____ <span style="margin-left: 150px;">Name (Print)</span>							
LSDBE Certification Number: _____ Certification Status: <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="padding: 2px;">CBE:</td> <td style="padding: 2px;">LBE:</td> <td style="padding: 2px;">DBE:</td> <td style="padding: 2px;">DZE:</td> <td style="padding: 2px;">ROB:</td> <td style="padding: 2px;">LRB:</td> </tr> </table> (check all that apply)			CBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
CBE:	LBE:	DBE:	DZE:	ROB:	LRB:					



**K.5**

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**

<b>BID BOND</b> (See Instructions on 2 <sup>nd</sup> page)		<b>Date Bond Executed:</b> (Must Not be Later Than Bid Opening Date)			
<b>PRINCIPAL (Legal Name and Address)</b>		<b>TYPE OF ORGANIZATION ("X")</b>			
		<input type="checkbox"/> INDIVIDUAL		<input type="checkbox"/> PARTNERSHIP	
		<input type="checkbox"/> JOINT VENTURE		<input type="checkbox"/> CORPORATION	
		<b>STATE OF INCORPORATION</b>			
		<b>PENAL SUM OF BOND</b>			
<b>SURETY(IES) (Name(s) and Address(es))</b>		<b>AMOUNT NOT TO EXCEED</b>			<b>5% OF BID</b>
		<b>MILLION(S)</b>	<b>THOUSAND(S)</b>	<b>HUNDRED(S)</b>	
		<b>BID IDENTIFICATION</b>			
		<b>BID OPENING DATE</b>		<b>INVITATION NO.</b>	
<p>KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety(ies) hereto are firmly bound to the University Government, a municipal corporation, hereinafter called "the University", in the above penal sum for the payment of which we bind ourselves, our heirs, executors, and successors, jointly and severally; Provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly" and "severally" only for the purpose of allowing a joint action against any or all of us, and for all other purposes each Surety bonds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.</p> <p>THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the bid identified above. NOW THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the receipt of the same, or, no period be specified, within ninety (90) calendar days after said receipt, and shall within the period specified therefore, or, if no period be specified, within ten (10) calendar days after being called upon to do so, furnish Performance &amp; Payment Bonds with good and sufficient surety, as may be required, for the faithful performance and proper fulfillment of the Contract, and for the protection of all persons supplying labor and material in the prosecution of the work provided for in such Contract or, in the event of withdrawal of said bid, within the period specified, or the failure to furnish such bond within the time specified, if the Principal shall pay the University the difference between the amount specified in said bid and the amount for which the University may procure the required work and/or supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue. Each Surety executing this bond hereby agrees that its obligation shall not be impaired by extension(s) of time for acceptance of the bid that the Principal may grant to the University, notice of which extension(s) to Surety (ies) being hereby waived: Provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.</p> <p>IN WITNESS WHEREOF, the Principal and Surety (ies) have executed this bid bond and have affixed their seals on the date set forth above.</p>					
<b>PRINCIPAL</b>					
<b>1. SIGNATURE</b>		<b>1. ATTEST</b>		<b>Corporate Seal</b>	
Seal					
Name & Title (typed)		Name & Title (typed)			
<b>2. SIGNATURE</b>		<b>2. ATTEST</b>		<b>Corporate Seal</b>	
Seal					
Name & Title (typed)		Name & Title (typed)			

**CERTIFICATE AS TO CORPORATION**

I, \_\_\_\_\_, certify that I am \_\_\_\_\_, Secretary of the Corporation, named as Principal herein, that \_\_\_\_\_, who signed this bond, on behalf of the Principal, was then of said Corporation; that I know his signature, and his signature thereto is genuine; that said bond was duly signed and sealed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_  
Secretary of Corporation

**SURETY(IES)**

1. Name & Address (typed)	State of Inc.	Liability Limit	Corporate Seal
Signature of Attorney-in-Fact	Attest (Signature)		
Name & Address (typed)	Name & Address (typed)		
1. Name & Address (typed)	State of Inc.	Liability Limit	Corporate Seal
Signature of Attorney-in-Fact	Attest (Signature)		
Name & Address (typed)	Name & Address (typed)		

**INSTRUCTIONS**

1. This form shall be used whenever a bid guaranty is required in connection with construction, alteration and repair work.
2. Corporations name should appear exactly as it does on Corporate Seal and inserted in the space designated "Principal" on the face of this form. If practicable, bond should be signed by the President or Vice President; if signed by other official, evidence of authority must be furnished. Such evidence should be in the form of an Extract or Minutes of a Meeting of the Board of Directors, or Extract of Bylaws, certified by the Corporate Secretary, or Assistant Secretary and Corporate Seal affixed thereto. CERTIFICATE AS TO CORPORATION must be executed by Corporate Secretary or Assistant Secretary.
3. Corporations executing the bond as sureties must be among those appearing on the U. S. Treasury Department's List of approved sureties and must be acting within the limitations set forth therein, and shall be licensed by the Insurance Administration, Department of Consumer and Regulatory Affairs, to do business in the District. The surety shall attach hereto an adequate Power-Of-Attorney for each representative signing the bond.
4. Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the word "seal", two witnesses must be supplied, and their addresses, under the word "attest". If executed in Maine or New Hampshire, an adhesive seal shall be affixed.
5. Names of all partners must be set out in body of bond form, with the recital that they are partners composing a firm, naming it, and all members of the firm shall execute the bond as individuals. Each signature must be witnessed by two persons and addresses supplied.

**K.6**

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

- A. Each signature of the Bidder is considered to be a certification by the signatory that:
- (a) The prices in this Bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Bidder or competitor relating to:
    - (i) those prices
    - (ii) the intention to submit a Bid, or
    - (iii) the methods or factors used to calculate the prices in the Bid;
  - (b) The prices in this Contract have not been and will not be knowingly disclosed by the Bidder, directly, to any other Bidder or competitor before Contract opening unless otherwise required by law; and
  - (c) No attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit a Bid for the purpose of restricting competition.
- B. Each signature on the bid is considered to be a certification by the signatory that the signatory:
- (a) Is the person in the Bidder's organization responsible for determining the prices being offered in this Bid, and that the signatory has not participated and will not participate in any action contrary to subparagraphs A(a) through A(c) above; or
    - (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs A(a) through A(c) above:  

---

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the Bidder's organization);
    - (ii) As an authorized agent, does certify that the principals named in subsection B (2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs A(a) through A(c) above; and
    - (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs A(a) through A(c) above.
- C. If the Bidder deletes or modifies subparagraph A(b) above, the Bidder must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.7**

**EMPLOYMENT AGREEMENT**

For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor’s Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the University in each project’s labor force:

at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District registered in programs approved by the University Apprenticeship Council.

The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor’s first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

---

Date

---

Authorized Signature

**K.8**

**BUY AMERICAN CERTIFICATION**

The Bidder hereby certifies that each end product, except the end products listed below, is a domestic end product, and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

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EXCLUDED END PRODUCTS

---

COUNTRY OF ORIGIN

**K.9**

**TYPE OF BUSINESS ORGANIZATION**

The Bidder, by checking the applicable box, represents that

(1) It operates as:

- a corporation incorporated under the laws of the State of \_\_\_\_\_
- an individual,
- a partnership,
- a nonprofit organization, or
- a joint venture; or

(2) If the Bidder is a foreign entity, it operates as:

- an individual,
- a joint venture, or
- a corporation registered for business in \_\_\_\_\_  
(Country)

## PART V

### **SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS**

#### **L.1 SITE VISIT AND PRE-BID CONFERENCE:**

Prospective bidders are strongly advised to visit the site of the proposed work to inspect and familiarize themselves with the extent of the work. Failure to thoroughly investigate said job conditions will not be accepted as a proper basis for considering an alleged error in bid or for payment of extras under, or revision to, the contract or in any other way as grounds for asserting a claim against the University.

- L.1.1** A pre-bid conference to discuss the contents of this solicitation and other pertinent matters will be held at **11:00 AM on Wednesday, May 23, 2012**, at the following address:

University of the District of Columbia  
4200 Connecticut Avenue, NW  
Large Board Room  
Building 39, Third Floor  
Washington, DC 20008

- L.1.2** A site visit is scheduled immediately following the pre-bid conference on **Wednesday, May 23, 2012**, at the project site. For further information regarding the site visit, the prospective bidders are encouraged to contact the CA at (202) 274-5353.
- L.1.3** Prospective bidders will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the University to accept questions from Bidders on the solicitation document as well as to clarify the contents of the solicitation. Attending bidders must complete the Pre-Bid Conference Attendance Roster at the conference so that bidder attendance can be properly recorded.
- L.1.4** Impromptu questions will be permitted and spontaneous answers will be provided at the University's discretion. Verbal answers given at the pre-bid conference are only intended for general discussion and do not represent the University's final position. All oral questions must be submitted in writing following the close of the pre-bid conference but no later than ten (10) calendar days after the pre-bid conference in order to generate an official answer. Official answers will be posted on the UDC website.

The UDC website is; [www.udc.edu](http://www.udc.edu) -- Under Administration tab, select Capital Procurement, select Business Opportunities.

#### **L.2 POST AWARD CONFERENCE:**

A post award conference with the Contractor is required. It will be scheduled within 10 calendar days after the date of contract award. The Contractor will be notified of the exact date and time. The conference will be held at the following address:

University of the District of Columbia  
Capital Procurement Division  
4200 Connecticut Avenue, NW  
Bldg. 38, Room C04  
Washington, DC 20008

**L.3 CONTRACT AWARD:**

**L.3.1** The University reserves the right to accept/reject Contract Line Items in the bids resulting from this solicitation. The CO may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the University.

**L.3.2** Evaluation of Bids: The University intends but is not obligated to make an award to the lowest evaluated bidder, which will be determined by applying, to the lump sum prices offered by each bidder in response to Section B.5, the appropriate preferences for each bidder according to Section M.1.

**L.4 PREPARATION AND SUBMISSION OF BIDS:**

**L.4.1** Bidders shall submit **one (1) signed original** plus **two (2) copies** of the bid. The University will not accept a facsimile copy of a bid as an original bid. Contract Line Items accepted by the University, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the Bidder's offer shall constitute the formal contract.

Each bid shall be submitted in a sealed envelope conspicuously marked on the outside:

**"Bid in Response to Solicitation No. "GF-2012-B-0046"**

**L.4.1.1** The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder.

**L.4.1.2** The University may reject as non-responsive any bid that fails to conform in any material respect to the IFB.

**L.4.1.3** The University may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation, or if the solicitation package is obtained from any source other than the University's official source listed below. Bidders shall make no changes to the requirements set forth in the solicitation.

**L.5 BID SUBMISSION DATE AND TIME-BID OPENING:**

**L.5.1** Bids must be submitted no later than **2:00 P.M.** local time on **Thursday, June 7, 2012.**

**L.5.2** Bids will be publicly opened by the Capital Procurement Division (CPD) at 4200 Connecticut Avenue, NW, Building 38, Room C01, Washington, DC 20008.



**L.6 WITHDRAWAL OR MODIFICATION OF BIDS:**

A Bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact opening date/time set for opening of bids.

**L.7 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS:**

**L.7.1** Bids, modifications to bids, or requests for withdrawals that are received in the designated University office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

**L.7.1.1** The bid or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of bids; or

**L.7.1.2** The bid or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the University after receipt.

**L.7.2 Postmarks**

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the bid shall be considered late unless the Bidder can furnish evidence from the postal authorities of timely mailing.

**L.7.3 Late Submissions**

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

**L.7.4 Late Bids**

A late bid, late modification or late withdrawal of a bid that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

**L.7.5 Late Modifications**

A late modification of a successful bid that makes its terms more favorable to the University shall be considered at any time it is received and may be accepted.

**L.8 HAND DELIVERY OR MAILING OF BIDS TO:**

University of the District of Columbia  
Capital Procurement Division  
Building 38, Room C04  
4200 Connecticut Avenue, NW  
Washington, DC 20008

**L.9 SUBMISSION OF SUBCONTRACTING PLAN:**

- L.9.1** Any prime Contractor responding to this solicitation shall submit, within 10 days of the CO's request, a detailed subcontracting plan. This plan shall meet the requirements described under Section M.1.9 of this solicitation.
- L.9.2** A Contractor cannot make any changes to its subcontracting plan without prior written approval by the CO. The approved plan will be incorporated into and become part of the contract.

**L.10 ERRORS IN BIDS:**

Bidders are expected to read and fully understand information and requirements in the solicitation; failure to do so will be at the Bidder's risk. In the event of a discrepancy between the unit price and the total price, the unit price will govern.

**L.11 QUESTIONS ABOUT THE SOLICITATION:**

If a prospective Bidder has any questions relative to this solicitation, the prospective Bidder shall submit the questions in writing to Janet Concepcion, Contract Specialist, via email at janet.concepcion@udc.edu. The prospective Bidder shall submit questions no later than **Sunday, May 27, 2012**, ten (10) calendar days prior to the opening date indicated for this solicitation. The University will not consider any late questions. The University will furnish responses promptly to all other prospective Bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective Bidders. Oral explanations or instructions given before the award of the contract will not be binding.

**L.12 FAILURE TO SUBMIT BIDS:**

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the CO by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

**L.13 PROTESTS:**

In accordance with 8 DCMR Section 3066, all protests by interested parties including any actual or prospective Bidder or Contractor who is aggrieved in connection with the solicitation or award of a contract shall be filed in writing to the Contracting Officer (CO) within seven (7) working days after the protestor knew or should have known, whichever is earlier, of the facts and circumstances upon which the protest is based. The University will not consider protests filed after seven (7) working days. The CO will issue a written decision on the protest within ten (10) working days after receipt of the protest. The protestor may appeal the written decision of the CO within ten (10) working days after receipt of the written decision to the University's Contracts Review Committee (CRC). The CRC shall issue a written decision within thirty (30) calendar days after receipt of the appeal. Any failure by the CRC to issue a written decision within the thirty (30) calendar days shall constitute a denial of the protest and shall authorize the Contractor to appeal the protest to the D.C. Contract Appeals Board (Board). In order for the Board to consider the appeal, the protestor shall file the appeal within ten (10) working days after the protestor receives a written decision from the CRC. The Contractor shall exhaust all administrative review procedures provided herewith fully and properly before appealing to the Board. The Board shall have exclusive jurisdiction to hear and decide protests and appeals from written decisions of the CRC. The Board is located at 717 - 14th Street, NW, Suite 430, Washington, DC 20004.

**L.14 SIGNING OF BIDS:**

**L.14.1** The Contractor shall sign the bid and print or type its name on the bid form in the attached Bid Form Package. Each bid must show a full business address and telephone number of the Bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the CO.

**L.14.2** All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the Bidder or Contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

**L.15 ACKNOWLEDGMENT OF AMENDMENTS:**

The Bidder shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment with their bid submission; (b) by identifying the amendment number and date in the space provided for this purpose in item 20 of page 1 (Solicitation, Offer, Award Form) of the solicitation; or (c) by letter or telegram, including mailgrams. The University must receive the acknowledgment by the date and time of bid submission. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

**L.16 ACCEPTABLE BID GUARANTEES:**

**L.16.1** A bid guarantee in the amount of 5% of the bid price is required with bids over \$100,000.00. If a bidder fails to provide the required bid guarantee, such failure will require rejection of the bid.

**L.16.2 Types of guarantees acceptable to the University:**

**L.16.2.1** A **bond** provided by a surety licensed to do business in the District of Columbia in accordance with 8 DCMR Chapter 3048.

**L.16.2.2** A **certified check or irrevocable letter of credit** issued by an insured financial institution in the equivalent amount of the security; or

**L.16.2.3** **United States government securities** that are assigned to the District which pledge the full faith and credit of the United States.

**L.17 ACCEPTANCE PERIOD:**

The bidder agrees that its bid remains valid for a period of 90 calendar days from the opening date/time of the bid opening. However, if for administrative reasons, the University is unable to make an award within this time period, the CO will request the Contractor and his/her surety to extend the bid bond for an additional sixty (60) days.

**L.18 LEGAL STATUS OF BIDDER:**

**L.18.1** Each bid must provide the following information:

**L.18.2** Name, Address, Telephone Number, Federal Tax Identification Number and DUNS Number of Bidder;

**L.18.3** District license, registration or certification, if required by law to obtain such license, registration or certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements;

**L.18.4** If the Bidder is a partnership or joint venture, names of general partners or joint ventures and copies of any joint venture or teaming agreements; and

**L.18.5** The University reserves the right to request additional information regarding the Bidder's organizational status.

**L.19 LOCAL OPERATING FACILITIES:**

The Contractor shall provide and maintain its own operating quarters. Such quarters shall be of sufficient size and capacity and have the necessary facilities to adequately carry out the work to be performed under the contract.

LOCAL ADDRESS	LOCAL TELEPHONE NUMBER/FAX
CELLULAR NUMBER	EMERGENCY NUMBER
EMERGENCY CONTACT PERSON	

**L.20 TECHNICAL INFORMATION:**

For technical information concerning this solicitation, please contact:

Alex J. Garrett  
 Project Manager  
 Capital Construction Division  
 4200 Connecticut Avenue, NW  
 Washington, DC 20008

**L.21 TITLE OF CORRESPONDENCE, HAND DELIVERY OR MAILING OF SOLICITATION:**

All contractual correspondence must be directed to:

Sherry Jones-Quashie  
 Director  
 Capital Procurement Division  
 4200 Connecticut Avenue, NW  
 Washington, DC 20008

**L.22 BID DOCUMENTS:**

**L.22.1** Persons who obtain bidding materials from anyone other than the University’s official source located at the Capital Procurement Division, 4200 Connecticut Avenue, NW Washington, DC 20008, are hereby notified that any addenda/amendments issued under this solicitation, and not acknowledged by a bidder could affect the bid amount and/or responsiveness determinations.

**L.22.2** The University assumes no responsibility for furnishing any addenda/ amendments to anyone who obtains bidding materials through other than the official channels.

**L.22.3** Amendments/Addenda to bidding documents and bidding material are available from the issuing office, Capital Procurement Division (CPD) and the Office of Contracting & Procurement located at 441 4<sup>th</sup> Street, NW, Washington, DC. In the unlikely event that the University’s or the Office of Contracting and Procurement (OCP)’s website is not functioning correctly or in the event that amendments to a solicitation are made, it is the responsibility of the supplier to check the print media for solicitation information, stop by the CPD located at 4200 Connecticut Avenue, NW, Building 38, Room C04, Washington, DC 20008 or call CPD at (202) 274-6322.

Print media may include The Washington Post, The Washington Times, The Informer, The Afro-American, The Commerce Business Daily, The Washington Examiner, or El Pregonero.

**L.23 EXAMINATION OF BID DOCUMENTS AND SITE OF WORK:**

Bidders will be held to have:

- L.23.1 Checked all measurements and visible features which would in any manner affect the work to be performed.
- L.23.2 Verified conditions at the site.

**L.24 PAYMENT AND PERFORMANCE BONDS:**

Article 12, Sections B and C of the Standard Contract Provisions for Construction Contracts, March 2011, is amended to incorporate the provisions of the University Procurement Regulations, D.C. Official Code § 2-305.04(b), and 8 DCMR § 3051, which require payment bonds to be in an amount not less than 50% of the amount payable by the terms of the contract and performance bonds to be in an amount not less than 100% of the amount payable by the terms of the contract.

**L.25 STANDARDS OF RESPONSIBILITY:**

- L.25.1 Pursuant to 8 DCMR, 3057 (a) through (g), the prospective Contractor shall submit the following documentation, within ten (10) days of the request by the University, in order to be determined responsible:
  - L.25.1.1 Have adequate financial resources to perform the contract or the ability to obtain them;
  - L.25.1.2 Be able to comply with the required delivery or performance schedule;
  - L.25.1.3 Have a satisfactory performance record;
  - L.25.1.4 Have a satisfactory record of integrity and ethics;
  - L.25.1.5 Have the necessary organizational experience, accounting, operational controls, technical skills, or the ability to obtain them;
  - L.25.1.6 Have the required production, construction and technical equipment and facilities, or the ability to obtain them; and
  - L.25.1.7 Be otherwise qualified and eligible to receive a contract award pursuant to applicable laws and regulations.
- L.26.2 If the prospective Contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective Contractor to be non-responsible.

**PART V****SECTION M: EVALUATION PREFERENCE POINTS****M.1 Preferences for Certified Business Enterprises**

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005”, as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the University shall apply preferences in evaluating bids from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

**M.1.1 Application of Preferences**

For evaluation purposes, the allowable preferences under the Act shall be applicable to Prime Contractors as follows:

- M.1.1.1** Any prime Contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD), will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to this Invitation for Bids (IFB).
- M.1.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to this IFB.
- M.1.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the LRB in response to this IFB.
- M.1.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to this IFB.
- M.1.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to this IFB.
- M.1.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to this IFB.
- M.1.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the VOB in response to this IFB.

- M.1.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LMBE in response to this IFB.

**M.1.2 Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is twelve percent (12%) for bids submitted in response to this IFB. There will be no preference awarded for subcontracting by the prime Contractor with certified business enterprises.

**M.1.3 Preferences for Certified Joint Ventures**

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

**M.1.4 Verification of Bidder's Certification as a Certified Business Enterprise**

- M.1.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the bidder's certification with DSLBD, and the bidder should not submit with its bid any documentation regarding its certification as a certified business enterprise.

- M.1.4.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: CBE Certification Program  
441 Fourth Street, NW, Suite 970N  
Washington DC 20001

- M.1.4.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.1.5 Mandatory Subcontracting Requirement**

- M.1.5.1** For construction contracts in excess of \$250,000, at least 35% of the dollar volume of the construction contract shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods and supplies shall not be counted towards this 35% subcontracting requirement unless such materials, goods and supplies are purchased from CBEs.

- M.1.5.2** If there are insufficient qualified CBEs to completely fulfill the subcontracting requirement of the preceding paragraph, then the subcontracting requirement may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified CBEs are significant participants in the overall subcontracting work.



**M.1.6 Certified Business Enterprises Prime Contractor Performance Requirements**

**M.1.6.1** If a certified business enterprise is selected as a prime Contractor and is granted a price reduction pursuant to the Act or is selected through a set-aside program under the Act, that certified business enterprise prime Contractor shall perform at least 35% of the contracting effort, excluding the cost of materials, goods and supplies, with its own organization and resources and, if it subcontracts, at least 35% of the subcontracted effort, excluding the cost of materials, goods and supplies, shall be with certified business enterprises.

**M.1.6.2** If the total of the contracting effort, excluding the cost of materials, goods and supplies, proposed to be performed by the certified business enterprise is less than the amount required by the preceding paragraph, then the certified business enterprise shall not be eligible to receive preference points or a price reduction for a period of not less than two years.

**M.1.7 Prime Contractor Performance Requirements Applicable to Joint Ventures**

**M.1.7.1** If a certified joint venture is selected as a prime Contractor and is granted a price reduction pursuant to the Act or is selected through a set-aside program under the Act, the certified business enterprise partner of the joint venture shall perform at least 50% of the contracting effort, excluding the cost of materials, goods and supplies, with its own organization and resources and, if the joint venture subcontracts, at least 35% of the subcontracted effort, excluding the cost of materials, goods and supplies, shall be with certified business enterprises.

**M.1.7.2** If the total of the contracting effort, excluding the cost of materials, goods and supplies, proposed to be performed by the certified business enterprise is less than the amount required by the preceding paragraph, then the certified business enterprise shall not be eligible to receive preference points or a price reduction for a period of not less than two years.

**M.1.8 Performance Requirement for Contracts of \$1 Million or Less**

If this is a construction contract of \$1 million or less for which a certified business enterprise is selected as prime Contractor and is granted a price reduction pursuant to the Act or is selected through a set-aside program under the Act, the certified business enterprise prime Contractor shall perform at least 50% of the on-site work with its own work force.

**M.1.9 Subcontracting Plan**

Within ten calendar days of notification by the CO, any prime Contractor responding to this solicitation shall submit a notarized statement detailing its subcontracting plan. Once the plan is approved by the contracting officer, changes will only occur with the prior written approval of the contracting officer. Each subcontracting plan shall include the following:

**M.1.9.1** A description of the goods and services to be provided by CBEs or, if insufficient qualified CBEs are available, by any certified business enterprises;

- M.1.9.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the CBEs or, if insufficient qualified CBEs is available, by any certified business enterprises;
- M.1.9.3** The names and addresses of all proposed subcontractors who are CBEs or, if insufficient CBEs are available, who are certified business enterprises;
- M.1.9.4** The name of the individual employed by the prime Contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- M.1.9.5** A description of the efforts the prime Contractor will make to ensure that CBEs, or, if insufficient CBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- M.1.9.6** 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;
- M.1.9.7** 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 University to determine the extent of compliance by the prime Contractor with the subcontracting plan;
- M.1.9.8** A list 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 assurances that the prime Contractor will make such records available for review upon the University's request; and
- M.1.9.9** A description of the prime Contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.

**M.1.10 Compliance Reports**

By the 21<sup>st</sup> of every month following the execution of the contract, the prime Contractor shall submit to the contracting officer and the Director of DSLBD a compliance report detailing the Contractor's compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:

- M.1.10.1** The dollar amount of the contract or procurement;
- M.1.10.2** A brief description of the goods procured or the services contracted for;
- M.1.10.3** The name and address of the business enterprise from which the goods were procured or services contracted;
- M.1.10.4** Whether the subcontractors to the contract are currently certified business enterprises;
- M.1.10.5** The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

**M.1.10.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in section M.1.5; and

**M.1.10.7** A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in section M.1.5.

**M.1.11 Enforcement and Penalties for Breach of Subcontracting Plan**

**M.1.11.1** If during the performance of this contract, the Contractor fails to comply with the subcontracting plan submitted in accordance with the requirements of this contract, and as approved by the contracting officer and the Director of DSLBD, and the contracting officer determines the Contractor's failure to be a material breach of the contract, the contracting officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

**M.1.11.2** In addition, the willful breach by a Contractor of a subcontracting plan for utilization of certified business enterprises in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the Contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach, failure, or falsified submission.

# **Section J: Attachments**

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**Attachment J.1.1**  
**Specifications for “Replace Chiller,**  
**Power Plant, Bldg. 43 in**  
**UDC Van Ness Campus” –**  
**see separate book**

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**Attachment J.1.2**  
**Drawings for “Replace Chiller,**  
**Power Plant, Bldg. 43 in**  
**UDC Van Ness Campus” –**  
**See separate set of drawings**

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**Attachment J.1.3**  
**General Decision Number: D120002,**  
**dated April 6, 2012 - DC2**

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General Decision Number: DC120002 04/06/2012 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
3	02/17/2012
4	03/30/2012
5	04/06/2012

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, Form Work, and Soft Floor Laying-Carpet.....	\$ 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 Installation of HVAC/Temperature Controls.....	\$ 39.75	3%+13.10

-----  
ELEC0026-017 09/01/2008

	Rates	Fringes
ELECTRICAL INSTALLER (Sound & Communication Systems).....	\$ 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
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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 08/01/2011

	Rates	Fringes
IRONWORKER, STRUCTURAL AND ORNAMENTAL.....	\$ 28.58	14.695

-----  
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 01/01/2012		
	Rates	Fringes
GLAZIER		
Glazing Contracts \$2		
million and under.....	\$ 23.92	9.11
Glazing Contracts over \$2		
million.....	\$ 26.64	9.11
-----		
PAIN0051-015 01/01/2012		
	Rates	Fringes
PAINTER		
Brush, Roller, Spray and		
Drywall Finisher.....	\$ 24.14	8.91
-----		
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, Includes 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 04/01/2012

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 30.53	17.47

-----  
 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	

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

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

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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.

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISION

**Attachment J.1.4**  
**Standard Contract Provisions for**  
**Use with Specifications for**  
**District of Columbia Government**  
**Construction Projects,**  
**March 2011**

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Government of the District of Columbia

# **STANDARD CONTRACT PROVISIONS**

For Use With  
Specifications for  
District of Columbia Government  
Construction Projects  
(Revised March 2011)



PLEASE RETAIN FOR YOUR REFERENCE

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## INSTRUCTIONS TO BIDDERS

### (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 4<sup>th</sup> 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 Contract 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 far 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 one-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.

**ARTICLE 29. RECOVERY OF DEBTS OWED THE DISTRICT**---The Contractor hereby agrees that the District may use all or any portion of any consideration or refund due the Contractor under the Contract to satisfy, in whole or part, any debt due the District.

**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 1(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 I(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 I(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, AC] 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 services 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
<b>WAGES AND HOURS</b>		
	<b>Total This Period</b>	<b>Total To Date</b>
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 \_\_\_\_\_  
 \_\_\_\_\_ on the \_\_\_\_\_;  
(Contractor or Subcontractor) (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 di-  
 rectly 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 be per-  
 formed.

(3) That any apprentice employed in the above period is duly registered in a bona fide apprentice-  
 ship 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 24-0-11

**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	

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

**Attachment J.1.5**  
**Way to Work Amendment Act of**  
**2006 – Living Wage Fact Sheet &**  
**Living Wage Fact Notice**

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## LIVING WAGE ACT FACT SHEET

The “Living Wage Act of 2006,” Title I of D.C. Law 16-18, (D.C. Official Code §§2-220.01-.11) became effective June 9, 2006. It provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing) in the amount of \$100,000 or more shall pay affiliated employees wages no less than the current living wage rate.

**Effective January 1, 2010, the living wage rate is \$12.50 per hour.**

Subcontractors of D.C. government contractors who receive \$15,000 or more from the contract and subcontractors of the recipients of government assistance who receive \$50,000 or more from the assistance are also required to pay their affiliated employees no less than the current living wage rate.

“Affiliated employee” means any individual employed by a recipient who receives compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or a contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the government assistance or contract, or who are otherwise employed by the contractor, recipient or subcontractor.

**Exemptions** – The following contracts and agreements are exempt from the Living Wage Act:

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District’s current living wage, the contractor must pay the higher of the two rates);
2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current living wage;
3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
4. Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services, provided that the trainees do not replace employees subject to the Living Wage Act;

6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act;
7. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District of Columbia;
8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to Section 501 (c) (3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26. U.S.C. §501(c)(3));
9. Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code §44-501); and
10. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

## Enforcement

The Department of Employment Services (DOES) and the D.C. Office of Contracting and Procurement (OCP) share monitoring responsibilities.

If you learn that a contractor subject to this law is not paying at least the current living wage you should report it to the Contracting Officer.

If you believe that your employer is subject to this law and is not paying you at least the current living wage, you may file a complaint with the DOES Office of Wage – Hour, located at 64 New York Ave., NE, Room 3105, (202) 671-1880.

For questions and additional information, contact the Office of Contracting and Procurement at (202) 727-0252 or the Department of Employment Services on (202) 671-1880.

**Please note:** *This fact sheet is for informational purposes only as required by Section 106 of the Living Wage Act. It should not be relied on as a definitive statement of the Living Wage Act or any regulations adopted pursuant to the law.*

## **“THE LIVING WAGE ACT OF 2006”**

Title I, D.C. Law No. 16-118, (D.C. Official Code §§ 2-220.01-.11)

**Effective June 9, 2006, recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage. Effective January 1, 2010, the living wage rate is \$12.50.**

### **The requirement to pay a living wage applies to:**

- All recipients of contracts in the amount of \$100,000 or more; and, all subcontractors of these recipients receiving \$15,000 or more from the funds received by the recipient from the District of Columbia, and,
- All recipients of government assistance in the amount of \$100,000 or more; and, all subcontractors of these recipients of government assistance receiving \$50,000 or more in funds from government assistance received from the District of Columbia.

**“Contract” means a written agreement between a recipient and the District government.**

**“Government assistance” means a grant, loan or tax increment financing that result in a financial benefit from an agency, commission, instrumentality, or other entity of the District government.**

**“Affiliated employee” means any individual employed by a recipient who received compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the contract or government assistance or who are otherwise employed by the contractor, recipient or subcontractor.**

Certain exceptions may apply where contracts or agreements are subject to wage determinations required by federal law which are higher than the wage required by this Act; contracts for electricity, telephone, water, sewer other services delivered by regulated utility; contracts for services needed immediately to prevent or respond to a disaster or eminent threat to the public health or safety declared by the Mayor; contracts awarded to recipients that provide trainees with additional services provided the trainee does not replace employees; tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; Medicaid provider agreements for direct care services to Medicaid recipients, provided that the direct care service is not provided through a home care agency, a community residential facility or a group home for mentally retarded persons; and contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Exemptions are provided for employees under 22 years of age employed during a school vacation period, or enrolled as a full-time student who works less than 25 hours per week, provided that other employees are not replaced, and for employees of nonprofit organizations that employ not more than 50 individuals.

**Each recipient and subcontractor of a recipient shall provide this notice to each affiliate employee covered by this notice, and shall also post this notice concerning these requirements in a conspicuous site in the place of business.**

**All recipients and subcontractors shall retain payroll records created and maintained in the regular course of business under District of Columbia law for a period of at least 3 years.**

This is a summary of the “Living Wage Act of 2006”. For the complete text go to:

[www.does.dc.gov](http://www.does.dc.gov) or [www.ocp.dc.gov](http://www.ocp.dc.gov)

To file a complaint contact: Department of Employment Services

Office of Wage-Hour

64 New York Avenue, N.E., Room 3105, Washington, D.C. 20002

(202) 671-1880

**Attachment J.1.6**  
**Limited Asbestos and Lead**  
**Testing Report**

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# Limited Asbestos & Lead Testing

**Replace Chiller  
Power Plant, Building 43  
University of the District of Columbia  
4200 Connecticut Avenue, NW  
Washington, DC**

Prepared for:

**Alphatec, p.c.**  
1525 18<sup>th</sup> Street, NW  
Washington, DC 20036

February 17, 2009

Prepared by:



**ENVIRONMENTAL HEALTH & SAFETY**  
**10310-B BALTIMORE NATIONAL PIKE**  
**ELLCOTT CITY, MD 21042**  
**(410) 480-3636**



ENVIRONMENTAL HEALTH & SAFETY

10310-B BALTIMORE NATIONAL PIKE  
ELLCOTT CITY, MD 21042

OFFICE (410) 480-3636  
FAX (410) 480-3637

February 17, 2009

Ms. Anthoula P. Gianniotis, R.S.  
Alphatec, pc  
1525 18<sup>th</sup> Street, NW  
Washington, DC 20036

**Re:** Limited Asbestos & Lead Testing  
Replace Chiller  
Power Plant, Building 43  
University of the District of Columbia  
4200 Connecticut Avenue, NW  
Washington, DC

Dear Ms. Gianniotis,

AERO EH&S, Inc. (AERO) is pleased to submit the attached Limited Asbestos & Lead Testing report for the referenced site. The testing was performed on February 12, 2009 and included all accessible portions of the building as specified by Alphatec, pc. The report includes the procedures and methods for testing as well as test results.

As a result of the testing, an asbestos-containing material, lead-based paint, and paint containing lead were identified. AERO has provided conclusions and/or recommendations regarding these materials within the report.

AERO appreciates the opportunity to perform limited asbestos and lead testing for Alphatec, pc. Please contact our office if you have any questions, or if we may be of further assistance.

Sincerely,

**AERO EH&S, Inc.**

  
Matthew Kuzemchak  
Industrial Hygiene Technician

  
S. Michael Derdeyn  
Senior Project Manager

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APPENDIX A	Asbestos Analytical Report
APPENDIX B	XRF Testing Results

## LIMITED ASBESTOS & LEAD TESTING

Replace Chiller  
Power Plant, Building 43  
University of the District of Columbia  
4200 Connecticut Avenue, NW  
Washington, DC

### Purpose and Scope of Service

The purpose of this project was to conduct Limited Asbestos & Lead Testing of areas to be impacted by the Replace Chiller project in the Power Plant, Building 43, University of the District of Columbia, located at 4200 Connecticut Avenue, NW, Washington, DC. The testing was performed in accordance with the following scope of work:

- A. Conduct a walk-through inspection of all accessible portions of the building that will be impacted by the proposed renovations as detailed on floor plan drawings provided by Alphatec, p.c.
- B. Identify suspect asbestos-containing materials that may be impacted by the proposed renovations.
- C. Collect bulk samples of suspect asbestos-containing materials.
- D. Identify suspect lead paint that may be impacted by the proposed renovations.
- E. Test for the presence of lead in paint and other materials utilizing a Niton XLp 300A X-Ray Fluorescence (XRF) Analyzer in general accordance with the Niton Performance Characteristic Sheet (PCS) and Environmental Protection Agency (EPA) recommendations.

The testing was conducted by an EPA and District of Columbia accredited Lead Inspector/Risk Assessor and an EPA accredited Asbestos Building Inspector.

### Asbestos

The following is a list of suspect asbestos-containing materials identified during the walk-through inspection conducted on February 12, 2009:

- Wall and ceiling plaster
- Pipe and pipe-fitting insulation
- White mastic associated with fiberglass pipe insulation



- Pipe fitting insulation

AERO collected eleven (11) bulk samples of suspect asbestos-containing materials, resulting 11 sample analyses. The samples were analyzed by Scientific Analytical Institute (SAI), Greensboro, NC using polarized light microscopy (PLM) according to EPA Methods 600/M4-82-020 and 600/R-93/116. SAI participates in the National Voluntary Laboratory Accreditation Program (NVLAP) and is accredited by the National Institute of Standard and Technology (NIST).

Laboratory analysis indicated that the following material was asbestos-containing:

- White mastic associated with fiberglass pipe insulation

Any material that contains greater than one percent asbestos is considered asbestos-containing and must be handled according to OSHA, EPA, and applicable regulations.

The bulk sample logs and analysis reports attached to this report (**Appendix A**) contain a listing of analyzed samples, sample locations, and analytical results for the samples collected at this facility. Results are reported in percent asbestos by volume and indicate the type(s) of asbestos. Common non-asbestos components may also be noted in the analytical report.

## Lead

The following building components identified during the walk-through inspection were suspected of being coated with paint containing lead:

- Fiberglass chiller insulation
- Concrete equipment curbs
- Metal electrical control
- Metal chiller hatches
- Fiberglass pipe insulation
- Metal chiller pump
- Metal safety switches
- Metal pipes
- Metal door components
- Metal pipe valves
- Metal chiller support
- Metal expansion tanks
- Foam motor insulation
- Metal pump motors
- Metal pump motor support
- Metal isolation bases
- Metal control housings
- Concrete wall blocks
- Metal sound housing
- Metal columns

AERO tested a total of thirty-seven (37) surfaces with a portable Niton XLp 300A X-Ray Fluorescence (XRF) Spectrum Analyzer in accordance with the manufacturer's recommendations.

XRF testing revealed lead concentrations greater than or equal to 0.7 mg/cm<sup>2</sup> for the following surfaces tested:

- Metal chiller pump
- Metal columns

XRF testing revealed lead concentrations less than 0.7 mg/cm<sup>2</sup>, but greater than the limit of detection for the instrument used on the following surfaces:

- Fiberglass chiller Insulation
- Metal isolation bases
- Metal control housings
- Metal pump motor support
- Metal pipes
- Metal expansion tanks
- Fiberglass pipe insulation
- Metal pump motors

XRF testing revealed lead concentrations less than the limit of detection for the instrument used on the remaining surfaces. The XRF testing results are included in **Appendix B**.

District of Columbia regulations define a lead-based paint as any paint or other surface coating containing lead or lead in its compounds in any quantity greater than 0.50% lead by weight, or more than 0.7 milligram per square centimeter (mg/cm<sup>2</sup>), or in any quantity sufficient to cause or constitute a health or environmental hazard. Federal regulations define a lead-based paint as any paint or other surface coating containing lead or lead in its compounds in any quantity greater than 0.50% lead by weight, or more than 1.0 mg/cm<sup>2</sup>.

Where lead is present at levels less than 0.50-% by weight or 0.7 mg/cm<sup>2</sup>, the lead-based paint regulations do not necessarily apply. The OSHA Lead in Construction Standard does, however, still apply. The OSHA Standard requires the employer to ensure that no employee is exposed to lead at concentrations greater than 50 micrograms of lead per cubic meter of air (µg/M<sup>3</sup>) averaged over an eight-hour period. The Standard further requires the employer to make a determination of its employees' potential exposure to lead. The Standard details presumed exposure levels for various construction activities. The employer must provide adequate personal and respiratory protection to match the presumed exposure listed in the Standard. Deviation from the presumed exposure is typically achieved by performing personal monitoring during various representative construction activities. The level of personal and respiratory protection can then be modified based upon the results of the monitoring.

Environmental Protection Agency (EPA) regulations concerning lead hazardous waste require the collection of representative samples of the demolition waste stream. These samples must be analyzed using the EPA's Toxicity Characteristic Leaching Procedure (TCLP). If TCLP analysis reveals a leachate concentration of 5 parts per million of lead or higher, the waste stream must be treated as hazardous waste and handled accordingly.

## Conclusions and Recommendations

Based upon the work conducted for this survey, AERO concludes and recommends the following:

- A. The EPA classifies the non-friable white mastic associated with the fiberglass pipe insulation as a Category II non-friable material. A licensed asbestos abatement contractor must remove this material prior to any renovation activity that would result in its disturbance.
- B. Painted surfaces identified as being covered with paint containing lead in any concentrations should be handled in accordance with 29 CFR 1926.62, the OSHA Lead Exposure in Construction Standard.
- C. Representative demolition waste stream samples should be collected and submitted for TCLP analysis. Should TCLP results reveal lead concentrations of 5 parts per million or higher, the waste stream should be handled and disposed of as hazardous waste.



**APPENDIX A**

**ASBESTOS ANALYTICAL REPORT**



# Bulk Asbestos Analysis

By Polarized Light Microscopy  
EPA Method: 600/R-93/116 and 600/M4-82-020



**Customer:** AERO EH&S Inc.  
10310-B Baltimore National Pike  
Ellicott City, MD 21042

**Attn:** Bonnie Barrows

**Lab Order ID:** 901081

**Analysis ID:** 901081PLM

**Date Received:** 2/13/2009

**Date Reported:** 2/16/2009

**Project:** Alphatec #43 Power Plant

Sample ID	Description	Asbestos	Fibrous Components		Non-Fibrous Components		Attributes
Lab Sample ID	Lab Notes						Treatment
01	Troweled-on over fiberglass cloth cover	None Detected	30%	Mineral Wool	70%	Other	Gray Non Fibrous Heterogeneous
901081PLM_1	mud only		Teased				
02	Troweled-on over fiberglass cloth cover	None Detected	30%	Mineral Wool	67%	Other	Grayish Non Fibrous Heterogeneous
901081PLM_2	mud only		Teased				
03	Troweled-on over fiberglass cloth cover	None Detected	30%	Mineral Wool	70%	Other	Gray Non Fibrous Heterogeneous
901081PLM_3	mud only		Teased				
04	Troweled-on over fiberglass cloth cover	None Detected	30%	Mineral Wool	70%	Other	Gray Non Fibrous Heterogeneous
901081PLM_4	mud only		Teased				
05	Troweled-on over fiberglass cloth cover	None Detected	30%	Mineral Wool	70%	Other	Gray Non Fibrous Heterogeneous
901081PLM_5	mud only		Teased				
06	Troweled-on over fiberglass cloth cover	None Detected	30%	Mineral Wool	70%	Other	Gray Non Fibrous Heterogeneous
901081PLM_6	mud only		Teased				
07	White mastic on F/G pipe insulation	5% Chrysotile	10%	Fiber Glass	75%	Other	White Non Fibrous Heterogeneous
901081PLM_7			10%	Other			Ashed
08	Debris	None Detected	25%	Mineral Wool	65%	Other	Grayish Non Fibrous Heterogeneous
901081PLM_8			10%	Fiber Glass			Teased

Disclaimer: Due to the nature of the EPA 600 method, asbestos may not be detected in samples containing low levels of asbestos. We strongly recommend that analysis of floor tiles, vermiculite, and/or heterogeneous soil samples be conducted by TEM for confirmation of "None Detected" by PLM. This report relates only to the samples tested and may not be reproduced, except in full, without the written approval of SAI. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. government. Estimated MDL is 1%.

Russell Shelton (8)

Analyst

Scientific Analytical Institute, Inc. 302-L Pomona Dr. Greensboro, NC 27407 (336) 292-3888

Nathaniel Durham, MS or Approved Signatory



# BULK ASBESTOS SAMPLE SHEET



Requested Turnaround Time  
 Immed. 24hr (3 day) 5 day  
 Results Needed By:

Project Name: #43 Power Plant

Project Location: UDC

Job Number: WASHINGTON DC

Inspectors: PERRIN

Date Sampled: 2/12/09

Room Name/Number	Floor	Material Type	Diameter / Size	Quantity	Cond	Friable? Y/N	Sample Description	Comments	Sample Number
CHILLER # 3	1	SUR	6' x 18'		F	Y	TRAWERED-ON OVER FIBERGLASS, CLOTH COVER		01, 02, 03
CHILLER # 2	1	SUR	6' x 12'		F	Y	TRAWERED-ON OVER FIBERGLASS, CLOTH COVER		04, 05, 06
CHILLED WATER PIPING	1	MISC		-	G	N	WHITE MASTIC ON PPS PIPE INSULATION		07
UNDER CHILLER # 3	1	MISC	N/A	-	P	Y	DEBRIS		08

### Chain of Custody

Sampled By: S. M. DODDEN Received By: [Signature] Transported By: \_\_\_\_\_ Lab Custody: \_\_\_\_\_  
 Signature: [Signature] Signature: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Date/Time: 2/12/09 Date/Time: \_\_\_\_\_ Date/Time: \_\_\_\_\_

98/1081

**APPENDIX B**  
**XRF TESTING RESULTS**



Replace Chiller, Power Plant, Building 43  
University of the District of Columbia  
Washington, DC

Reading No	Time	Site	Floor	Room	Substrate	Component	Condition	Color	Inspector	Results	Depth Index	PbC	PbC Error	PbL	PbL Error	PbK	PbK Error
1	2/12/2009 10:30	UDC Building 43	First	Boiler Room	Fiberglass	SHUTTER CAL	Intact	Yellow	Kuzemchak	Positive	1.12	5.41	0	0.83	0	0	0
2	2/12/2009 10:32	UDC Building 43	First	Boiler Room	Metal	CALIBRATE	Intact	Black	Kuzemchak	Positive	1.1	1.1	0.1	1.1	0.1	0.4	0.3
3	2/12/2009 10:32	UDC Building 43	First	Boiler Room	Concrete	CALIBRATE	Intact	Red	Kuzemchak	Positive	1.11	1	0.1	1	0.1	0.6	0.3
4	2/12/2009 10:33	UDC Building 43	First	Boiler Room	Metal	CALIBRATE	Intact	Yellow	Kuzemchak	Positive	1.09	1	0.1	1	0.1	0.5	0.3
5	2/12/2009 10:37	UDC Building 43	First	Boiler Room	Metal	Chiller 3 Insulation	Intact	Black	Kuzemchak	Negative	2.63	0.01	0.05	0.01	0.02	-0.08	2.54
6	2/12/2009 10:38	UDC Building 43	First	Boiler Room	Concrete	Chiller 3 Support	Intact	Red	Kuzemchak	Negative	1	0	0.02	0	0.02	0.13	0.84
7	2/12/2009 10:38	UDC Building 43	First	Boiler Room	Metal	Chiller 3 Curb	Intact	Red	Kuzemchak	Negative	1	0	0.02	0	0.02	-0.24	2.31
8	2/12/2009 10:39	UDC Building 43	First	Boiler Room	Metal	Chiller 3 Expansion Tank	Intact	Yellow	Kuzemchak	Negative	1.99	0.01	0.06	0.01	0.02	0.24	0.9
9	2/12/2009 10:40	UDC Building 43	First	Boiler Room	Metal	Chiller 3 Electrical Control	Intact	Green	Kuzemchak	Negative	1	0	0.02	0	0.02	0.4	0.9
10	2/12/2009 10:42	UDC Building 43	First	Boiler Room	Metal	Chiller 3 Electrical Control	Intact	Yellow	Kuzemchak	Negative	1	0	0.02	0	0.02	0.11	0.39
11	2/12/2009 10:42	UDC Building 43	First	Boiler Room	Foam	Chiller 3 Unit Motor Insulation	Fair	Yellow	Kuzemchak	Negative	1.5	0	0.02	0	0.02	-0.28	1.93
12	2/12/2009 10:44	UDC Building 43	First	Boiler Room	Metal	Chiller 3 Hatch	Fair	Green	Kuzemchak	Negative	1	0	0.02	0	0.02	1.1	2.1
13	2/12/2009 10:45	UDC Building 43	First	Boiler Room	Metal	Chiller 3 Pump Motor	Intact	Red	Kuzemchak	Negative	1	0	0.02	0	0.02	0	0.5
14	2/12/2009 10:47	UDC Building 43	First	Boiler Room	Fiberglass	Chiller 3 Pipe Insulation	Intact	Dark Green	Kuzemchak	Negative	1.36	0.01	0.03	0.01	0.03	0	0.5
15	2/12/2009 10:48	UDC Building 43	First	Boiler Room	Metal	Chiller 3 Pump Motor Support	Intact	Red	Kuzemchak	Negative	1	0.01	0.03	0.01	0.03	0.5	2.4
16	2/12/2009 10:49	UDC Building 43	First	Boiler Room	Metal	Chiller 3 Pump	Intact	Grey	Kuzemchak	Positive	2.05	1.4	0.5	1.4	0.5	1.7	2.3
17	2/12/2009 10:50	UDC Building 43	First	Boiler Room	Metal	Chiller 3 Isolation Base	Intact	Grey	Kuzemchak	Negative	2.86	0.04	0.11	0.04	0.11	0.6	2.4
18	2/12/2009 10:51	UDC Building 43	First	Boiler Room	Concrete	Chiller 3 Curb	Intact	Red	Kuzemchak	Negative	1	0	0.02	0	0.02	0.4	0.8
19	2/12/2009 10:52	UDC Building 43	First	Boiler Room	Metal	Chiller 3 Safety Switch	Intact	Grey	Kuzemchak	Negative	1	0	0.02	0	0.02	-0.2	1.93
20	2/12/2009 10:53	UDC Building 43	First	Boiler Room	Metal	Chiller 3 Control Housing	Intact	Grey	Kuzemchak	Negative	1	0	0.02	0	0.02	0.14	1.99
21	2/12/2009 10:54	UDC Building 43	First	Boiler Room	Metal	Chiller 3 Control Housing	Intact	Yellow	Kuzemchak	Negative	2.36	0.12	0.18	0.12	0.18	-0.52	2.52
22	2/12/2009 10:55	UDC Building 43	First	Boiler Room	Fiberglass	Chiller 3 Pipe Insulation	Intact	Light Green	Kuzemchak	Negative	1.34	0.01	0.04	0.01	0.04	0.3	1.06
23	2/12/2009 11:00	UDC Building 43	First	Future Bathroom	Concrete	Wall Block	Intact	White	Kuzemchak	Negative	1.26	0	0.02	0	0.02	0.21	0.62
24	2/12/2009 11:01	UDC Building 43	First	Future Bathroom	Metal	Door Casing	Intact	Brown	Kuzemchak	Negative	1	0	0.02	0	0.02	0.27	2.23
25	2/12/2009 11:01	UDC Building 43	First	Future Bathroom	Metal	Door	Intact	Brown	Kuzemchak	Negative	1	0	0.02	0	0.02	-0.19	2.07
26	2/12/2009 11:02	UDC Building 43	First	Future Bathroom	Fiberglass	Pipe Insulation	Intact	Orange	Kuzemchak	Negative	1	0	0.02	0	0.02	0.06	0.68
27	2/12/2009 11:04	UDC Building 43	First	Boiler Room	Fiberglass	Chiller 2 Insulation	Intact	Orange	Kuzemchak	Negative	5.03	0.09	0.19	0.09	0.19	0.01	1.01
28	2/12/2009 11:05	UDC Building 43	First	Boiler Room	Concrete	Chiller 2 Curb	Intact	Red	Kuzemchak	Negative	1	0	0.02	0	0.02	0.2	0.78
29	2/12/2009 11:06	UDC Building 43	First	Boiler Room	Metal	Chiller 2 Pump	Intact	Grey	Kuzemchak	Positive	1.71	1.5	0.5	1.5	0.5	1.7	2.2
30	2/12/2009 11:07	UDC Building 43	First	Boiler Room	Concrete	Chiller 2 Curb	Intact	Red	Kuzemchak	Negative	1	0	0.02	0	0.02	0.3	0.74
31	2/12/2009 11:08	UDC Building 43	First	Boiler Room	Metal	Chiller 2 Pipe	Intact	Yellow	Kuzemchak	Negative	3.15	0.13	0.23	0.13	0.23	0.7	2.6
32	2/12/2009 11:09	UDC Building 43	First	Boiler Room	Metal	Chiller 2 Pump Motor	Intact	Red	Kuzemchak	Negative	1.6	0.01	0.03	0.01	0.03	0.4	1.7
33	2/12/2009 11:10	UDC Building 43	First	Boiler Room	Metal	Chiller 2 Sound Housing	Intact	Tan	Kuzemchak	Negative	1	0	0.02	0	0.02	-0.04	0.8
34	2/12/2009 11:11	UDC Building 43	First	Boiler Room	Metal	Chiller 2 Isolation Base	Intact	Grey	Kuzemchak	Negative	1.31	0.01	0.03	0.01	0.03	-0.03	2.09
35	2/12/2009 11:11	UDC Building 43	First	Boiler Room	Metal	Chiller 2 Safety Switch	Intact	Grey	Kuzemchak	Negative	1	0	0.02	0	0.02	-0.32	1.87
36	2/12/2009 11:12	UDC Building 43	First	Boiler Room	Metal	Chiller 2 Control Housing	Intact	Grey	Kuzemchak	Negative	1	0.03	0.05	0.03	0.05	0.2	2.34
37	2/12/2009 11:13	UDC Building 43	First	Boiler Room	Metal	Chiller 2 Tank	Intact	Yellow	Kuzemchak	Negative	3.56	0.12	0.18	0.12	0.18	0.17	1.8
38	2/12/2009 11:14	UDC Building 43	First	Boiler Room	Metal	Columns	Intact	Blue	Kuzemchak	Positive	1.61	10.3	7.6	8.8	4	10.3	7.6
39	2/12/2009 11:16	UDC Building 43	First	Boiler Room	Metal	Pipe Valve	Intact	Green	Kuzemchak	Negative	1	0	0.02	0	0.02	0.26	2.55
41	2/12/2009 11:18	UDC Building 43	First	Boiler Room	Concrete	Wall Block	Intact	White	Kuzemchak	Negative	1	0	0.02	0	0.02	0.5	0.6
43	2/12/2009 11:20	UDC Building 43	First	Boiler Room	Concrete	CALIBRATE	Intact	White	Kuzemchak	Negative	1.1	1	0.1	1	0.1	0.5	0.3
44	2/12/2009 11:20	UDC Building 43	First	Boiler Room	Concrete	CALIBRATE	Intact	White	Kuzemchak	Positive	1.14	1.1	0.1	1.1	0.1	0.5	0.3
45	2/12/2009 11:21	UDC Building 43	First	Boiler Room	Concrete	CALIBRATE	Intact	White	Kuzemchak	Positive	1.11	1	0.1	1	0.1	0.7	0.3
46	2/12/2009 11:22	UDC Building 43	First	Boiler Room	Concrete	CALIBRATE	Intact	White	Kuzemchak	Positive	1.09	1	0.1	1	0.1	0.6	0.3

**Attachment J.2.1  
Equal Employment Opportunity  
(EEO) Documents -  
available at [www.udc.edu](http://www.udc.edu),  
select Administration Tab,  
under Capital Procurement,  
click on “For Official Capital  
Procurement Related Forms”**

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**Attachment J.2.2  
Tax Certification Affidavit –  
available at [www.udc.edu](http://www.udc.edu),  
select Administration Tab,  
under Capital Procurement,  
click on “For Official Capital  
Procurement Related Forms”**

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**Attachment J.2.3  
First Source Employment  
Agreement -  
available at [www.udc.edu](http://www.udc.edu),  
select Administration Tab,  
under Capital Procurement,  
click on “For Official Capital  
Procurement Related Forms”**

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**Attachment J.2.4**  
**DSLBD Certification Package –**  
**available at <http://dslbd.dc.gov>**  
**or contact DSLBD office at**  
**202-727-3900**

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