

modify alignment of pipes, ducts and conduits from that shown on the contract Documents, where necessary, without any additional costs to the District.

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 COTR.

G.30 **CONTRACT DOCUMENTS FURNISHED:** *This Section Intentionally Left Blank*

G.31 **PHOTOGRAPHS:**

G.31.1 **Site Condition Photographs:** Prior to start of construction work, the Contractor shall provide a minimum of twenty (20) pre-construction site condition photographs for each of the construction areas. The location of photographs shall be as directed and approved by the COTR. Photographs shall conform to requirements specified below. Photographs shall be e-mailed in electronic PDF format.

G.31.2 **Progress Photographs:** The Contractor by the 25th day of each month shall submit progress photographs of the site at each work area, via e-mail in electronic PDF format. The requirements for such photographs are as follows:

G.31.2.1 Taken as directed by the COTR.

G.31.2.2 All photographs shall have an extension (title margin) of approximately $\frac{3}{4}$ inch clear paper at bottom of the 10 $\frac{1}{2}$ inch side, with the following information printed or typed thereon:

G.31.2.2.1 Name of project and Contractor;

G.31.2.2.2 Location of photographs in relation to project;

G.31.2.2.3 Subject matter shown on photographs identified;

G.31.2.2.4 Dates taken; and

G.31.2.2.5 Serial numbers.

G.31.2.3 Submitted to the COTR each month.

G.31.3 **Finished Project Photographs:** After building has been constructed, site cleaned up and project is ready for acceptance by the District, the Contractor shall furnish to the COTR in digital/electronic files, work areas for each phase, as follows:

G.31.3.1 One (1) perspective view of project.

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

G.31.3.3 Photographs shall be labeled with the following information:

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 with digital camera, on a minimum 4 x 5 inch negative size and all submissions 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. 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 otherwise specifically 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** - Equitable adjustments shall be determined in the following manner, unless otherwise specifically stated in the contract.

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.

2. Price Adjustments

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.

Where basis of equitable adjustments is the actual cost incurred in performing changed work, the Contractor shall furnish the District 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).
3. The Contractor shall furnish substantiation of fringe benefits, workmen compensation, FICA, DUTA, FUTA and State unemployment taxes at the request of the District.
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.	Not applicable (N/A)	(N/A)	10% of value of work performed
2. To Contractor and/or Subcontractor for that portion of work performed by their respective forces.	10%	10%	(N/A)
3. From Contractor on deleted work to have been performed by other than his/her own forces.	(N/A)	(N/A)	5% of value of deleted work
4. From Contractor or Subcontractor on deleted work to have been performed by his/her own forces.	(N/A)	(N/A)	5% of value of deleted work

5. When a change consists of both added work and deleted work, the applicable percentage shall be applied to the net cost or credit.
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.
7. 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.
8. The changes in the contract period of performance, if any, resulting from change order work will be calculated in the following manner:
 - a. New durations for work activities affected 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.
 - b. 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.
 - c. Every attempt will be made to reach an agreement between the Contractor and the COTR 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 COTR 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 Government of the Standard Contract Provisions for Use with Specifications for District of Columbia Construction Projects Revised 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.32.3.1.7 Net effect of each delay under this request, on the overall contract completion; and

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 COTR.

G.33.2 The Contractor shall not erect scaffolds until required to be ready for use.

G.33.3 The COTR 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, District personnel will maintain any existing equipment that remains temporarily operational.

G.34.2 The Contractor shall coordinate with the COTR the time for removal of equipment in order to permit the District to salvage components for use on equipment remaining in use.

G.35 TESTING AND CARE OF DRAINAGE FACILITIES (NOT APPLICABLE):

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 COTR, 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 COTR 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 Construction Documents 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 COTR 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 COTR 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 COTR finds errors or omissions, the COTR will return the drawings to the Contractor for corrections. The Contractor shall complete the corrections and return the drawings to the COTR within ten (10) calendar days.

G.36.3.3 After approval, the COTR 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 COTR.

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 COTR, to modify or prepare drawing in Computerized Aided Drafting and Design (CADD). Hand drafted additions and corrections the Contractor makes to the contract documents shall be neat, clean, and legible and red-line mark ups shall be neat, clean and legible; where possible, shall match the adjacent existing line work or lettering, annotated in type, density, size and style.

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 COTR 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 COTR 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 COTR within sixty (60) calendar days after the final inspection of the facility to which the drawings apply, unless additional time is granted by the COTR.

G.36.5.5 If the District 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 and provide prints in PDF format.

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, J.7, 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 10th 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 District, the Contractor shall:

G.37.5.1 Document in a report to the CO its compliance with the section G.36.4 of this clause; or

G.37.5.2 Submit a request to the CO for a waiver of compliance with section G.36.4 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.36.6.

G.37.6 The CO may waive the provisions of section G.36.3 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 District of Columbia; 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 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.36.3 and G.36.5, the CO shall determine whether the Contractor is in compliance with section G.36.3 or whether a waiver of compliance pursuant to section G.36.6 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 COTR.

G.37.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section G.36.3, 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.36.6.

G.38 SOFTWARE REQUIREMENTS:

G.38.1 PROLOG Software Interface Requirement – The District will provide General Contractor’s access to the DGS Prolog Project Management software. The Contractor will be responsible for using Prolog to execute selected contract document requirements in coordination with DGS COTR.

G.38.2 Scheduling Software Requirement – The Contractor shall be responsible for using Primavera 6 Prolog to prepare and submit any and all project schedules required for these work requirements.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 LIQUIDATED DAMAGES:

H.1.1 The Contractor shall pay to the District of Columbia the sum of One Thousand Eight Hundred Dollars (\$1,800.00) 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 Government of the Standard Contract Provisions For Use With Specifications for District of Columbia Construction Projects Revised March 2011.

H.1.2 If the District 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:

District will provide to 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 District 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 COTR.

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

Licenses

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

H.3.3 The District 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 District of Columbia, except as follows:

H.3.3.1 Where electrical, plumbing and refrigeration Contractors and their craft persons perform work under contract with the District of Columbia and the work is physically located in areas outside the District of Columbia, it shall be sufficient if any such Contractor and the Contractor's craft persons are licensed either by the District of Columbia 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 performing 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 offer.

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 with 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 of Columbia 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 seven (7) 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 (see G.38.2 for Scheduling Software requirement) as follows:

H.5.1.1 The Contractor shall submit the list to the COTR or his designee in quadruplicate for approval. The COTR will return one (1) copy of the approved list to the Contractor.

H.5.1.2 The District will not make progress payments until the required list has been submitted by the Contractor. The District will not make payments for any materials installed by the Contractor without approval by the COTR where submittal of the same is required.

H.5.2 The Contractor shall not install or use materials in the work until the COTR has given written approval of required samples, shop drawings or catalogue cuts, to be submitted as stated above.

H.5.2.1 Normally, fifteen (15) 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 Construction Documents 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.5.4.1.3.2 The COTR 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 COTR, 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 District of Columbia 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 Construction Documents, 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, and the like cross over one another and where items such as light fixture housings 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 Contractor shall submit composite shop drawings within 7 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 offers. The Contractor must refer to the specification sections for samples, catalogue cuts, test reports and certifications required under the contract. (See – G.38.2 for Scheduling Software requirement).

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 COTR 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 COTR 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 COTR.
- 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 COTR may retain for thirty (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 COTR will request the Contractor to deliver test samples as specified in the various DGS Construction Document sections and other test samples deemed necessary, or the COTR will take the same from various material or equipment delivered by the Contractor for use in the work. The COTR 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 District'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 District.

H.5.6.8 The District 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 District 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 Construction Document 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, prior to offer opening, any item or type of construction which is equal to that specified.

H.6.1.2 The COTR 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 and leave the premises in a neat and clean condition satisfactory to the COTR 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 offer submission date specified in Section L.5.

H.9.2 The District will not furnish any copies of the applicable Federal Specifications, Commercial Standards and other standard specifications to the Offerors. 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 Construction Documents, it shall include the installation requirements specified therein unless specifically modified in the contract Construction Documents.

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.

H.11 TRAILERS AND EQUIPMENT:

H.11.1 The Contractor shall provide all necessary on-site office and office equipment for both the staff of the Contractor and the COTR. The COTR shall have access to a broadband internet connection, a laptop and a telephone.

H.11.2 Contractor shall provide construction trailer(s) (comfortable for four (4) work stations and two (2) tables to spread drawings) with interior toilet; Utility services (electricity, HVAC,

access to world-wide web – wireless for all work stations) included. Contractor shall be responsible for all utility bills.

H.11.3 Contractor shall set up and re-set the trailer at multiple locations, as necessary, in consultation with the COTR, to allow for adequate movement throughout the work site due to space limitations.

H.12 MANDATORY SUBCONTRACTING REQUIREMENT

H.12.1 For contracts in excess of \$250,000.00, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods, and supplies are purchased from certified small business enterprises.

H.12.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.12.1, then the subcontracting 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 small business enterprises are significant participants in the overall subcontracting work.

H.12.3 A prime contractor which is certified as a small, local, or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.12.1 and H.12.2.

H.13 CERTIFIED BUSINESS ENTERPRISES PRIME CONTRACTOR PERFORMANCE REQUIREMENTS

H.13.1 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.

H.13.2 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.

H.14 PRIME CONTRACTOR PERFORMANCE REQUIREMENTS APPLICABLE TO JOINT VENTURES

H.14.1 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.

H.14.2 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.

H.15 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.

H.16 SUBCONTRACTING PLAN

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.12. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its offer, a notarized statement detailing its subcontracting plan. Offers responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror is required to subcontract in accordance with the provisions of Section H.12, but fails to submit a subcontracting plan with its offer. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

H.16.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

H.16.2 A statement of the dollar value of the offer that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs is available, by any certified business enterprises;

H.16.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

H.16.4 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;

H.16.5 A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;

H.16.6 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;

H.16.7 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 District to determine the extent of compliance by the prime contractor with the subcontracting plan;

H.16.8 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 District's request; and

H.16.9 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.

H.17 COMPLIANCE REPORTS

By the 21st 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:

H.17.1 The dollar amount of the contract or procurement;

H.17.2 A brief description of the goods procured or the services contracted for;

H.17.3 The name and address of the business enterprise from which the goods were procured or services contracted;

H.17.4 Whether the subcontractors to the contract are currently certified business enterprises;

H.17.5 The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

H.17.6 A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in H.2, H.13 and H.14 and its approved Subcontracting Plan; and

H.17.7 A description of any changes to the activities the contractor intends to make by the next month to achieve the requirements set forth in H.2, H.13 and H.14 and its approved Subcontracting Plan.

H.18 ENFORCEMENT AND PENALTIES FOR BREACH OF SUBCONTRACTING PLAN

H.18.1 If during the performance of this contract, the contractor fails to comply with its approved subcontracting plan 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.

H.18.2 There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

H.18.3 For the willful breach by a contractor of a subcontracting plan for utilization of certified business enterprises in the performance of a contract, the contractor shall be subject to 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.

H.19 PROJECT PROGRESS/COORDINATION MEETINGS

The contractor shall perform the following activities:

H.19.1 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.

H.19.2 Weekly Progress Meetings: In addition to specific pre-installation and coordination meetings for each element of work, hold 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, via PROLOG and e-mail in electronic PDF format 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.

H.19.3 Contractor shall arrange project planning meeting with all stakeholders identified by COTR within five (5) calendar days.

H.19.4 **Unscheduled meetings:** The COTR may, at any time with reasonable advance notice to Contractor, require an unscheduled meeting.

H.20 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the CCO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the CCO for any proposed substitution of key personnel.