

 CONTRACT, OFFER AND AWARD Construction, Design and Building Renovation Commodity Management Group		1. Contract No.: DCHA-2007-B-0085		2.Type: <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Negotiated (RFP)		3. Date Issued: 6/18/07		Page 1 of 114																																																	
4. Contract Number				5. Requisition/Purchase Request No.		6. <input type="checkbox"/> Open Market with set aside For LSDBE subcontracting (see Sec-M) <input checked="" type="checkbox"/> SBE Set-Aside (see Sec-B)																																																			
7. Issued By: Geoffrey A. Mack, Contracting Officer Construction, Design & Building Renovation Group Office of Contracting and Procurement 441 - 4th Street, NW, Suite # 700-South Washington, DC 20001					8. Address Offer To: Geoffrey A. Mack, Contracting Officer Construction, Design, & Building Renovation Group Office of Contracting and Procurement Suite #703 South (Bid Room) 441 -4 th Street, N.W. Washington, D. C. 20001																																																				
9. For information contact:		A. Name: Sherry J. Quashie		B. Telephone (No collect calls) (Area Code) (Number) (Ext) 202 724-4905			C. E-mail Address <u>Sherry.Quashie@dc.gov</u>																																																		
IMPORTANT - The "offer" section of this form, must be fully completed by offeror.																																																									
CONTRACT																																																									
NOTE: In sealed bid Contract s "offer" and "offeror" mean "bid" and "bidder"																																																									
10. Sealed offers in "original" plus <u>2</u> 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 July 3, 2007 . (Hour) 2:00 pm (Date)																																																									
11. The District requires performance of the work described in strict accordance with the following: <table border="0" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Description</u></th> <th style="text-align: left;"><u>Section</u></th> <th style="text-align: left;"><u>Pages</u></th> </tr> </thead> <tbody> <tr> <td>• Contract /Offer/Award Form</td> <td>--- Section -A,</td> <td>pages: 1-2</td> </tr> <tr> <td>• Schedule for Construction, Alterations, Repair, Price</td> <td>--- Section - B,</td> <td>pages: 3-5</td> </tr> <tr> <td>• Scope/Specifications/Drawings</td> <td>--- Section - C,</td> <td>pages: 6-15</td> </tr> <tr> <td>• Packaging and Markings</td> <td>--- Section - D,</td> <td>pages: 16</td> </tr> <tr> <td>• Inspection and Acceptance</td> <td>--- Section - E,</td> <td>pages: 17</td> </tr> <tr> <td>• Deliveries and Performances</td> <td>--- Section - F,</td> <td>pages: 18</td> </tr> <tr> <td>• Contract Administration Data</td> <td>--- Section - -G,</td> <td>pages: 19-24</td> </tr> <tr> <td>• Special Contract Requirements</td> <td>--- Section - H,</td> <td>pages: 25-61</td> </tr> <tr> <td>• Contract Clauses</td> <td>--- Section - I,</td> <td>pages: 62-69</td> </tr> <tr> <td>• List of Attachments</td> <td>--- Section - J,</td> <td>pages: 70</td> </tr> <tr> <td>• Representations, Certifications and other statements Of Bidders</td> <td>--- Section - K,</td> <td>pages: 71-82</td> </tr> <tr> <td>• Instructions, Conditions and other Notices to Bidders</td> <td>--- Section - L,</td> <td>pages: 83-90</td> </tr> <tr> <td>• Evaluation Factors for Award</td> <td>--- Section - M,</td> <td>pages: 91-96</td> </tr> <tr> <td>• Attachment J.1.4 Required Labor Contract Provision</td> <td>Attachment J.1.4</td> <td>97-113</td> </tr> <tr> <td>• The Standard Contract Provisions for Use with Specifications for District of Columbia Government Construction Projects, dated 1973, as amended.</td> <td>Attachment J.2.2</td> <td></td> </tr> </tbody> </table>										<u>Description</u>	<u>Section</u>	<u>Pages</u>	• Contract /Offer/Award Form	--- Section -A,	pages: 1-2	• Schedule for Construction, Alterations, Repair, Price	--- Section - B,	pages: 3-5	• Scope/Specifications/Drawings	--- Section - C,	pages: 6-15	• Packaging and Markings	--- Section - D,	pages: 16	• Inspection and Acceptance	--- Section - E,	pages: 17	• Deliveries and Performances	--- Section - F,	pages: 18	• Contract Administration Data	--- Section - -G,	pages: 19-24	• Special Contract Requirements	--- Section - H,	pages: 25-61	• Contract Clauses	--- Section - I,	pages: 62-69	• List of Attachments	--- Section - J,	pages: 70	• Representations, Certifications and other statements Of Bidders	--- Section - K,	pages: 71-82	• Instructions, Conditions and other Notices to Bidders	--- Section - L,	pages: 83-90	• Evaluation Factors for Award	--- Section - M,	pages: 91-96	• Attachment J.1.4 Required Labor Contract Provision	Attachment J.1.4	97-113	• The Standard Contract Provisions for Use with Specifications for District of Columbia Government Construction Projects, dated 1973, as amended.	Attachment J.2.2	
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12. The Contractor shall begin performance within <u>10</u> calendar days and complete all the work within <u>90</u> calendar days after receiving the written <input type="checkbox"/> Award <input checked="" type="checkbox"/> Notice to Proceed. This performance period is <input checked="" type="checkbox"/> Mandatory <input type="checkbox"/> Negotiable																																																									
13. The Contractor must furnish the required performance and payment bonds. <input checked="" type="checkbox"/> yes, within ten (<u>10</u>) calendar days after receiving the Notice of Intent to Award <input type="checkbox"/> no																																																									
14. Additional Contract Considerations A. All bids are subject to the work requirements, provisions and clauses incorporated in this Contract in full text or by reference B. A BID GUARANTEE <input checked="" type="checkbox"/> is required <input type="checkbox"/> is not required																																																									

Abatement, the Finalization of the Raze Permit and
Demolition of the Woodrow Wilson Aquatic Center

Contract Number: DCHA-2007-B-0085

Government of the District of Columbia	Office of Contracting and Procurement
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STANDARD FORM A - Dated May 2001

OFFER (Must be fully completed by offeror)

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 Contract, if this offer is accepted by the District in writing within 90 calendar days after the date offers are due.

20. The offeror agrees to furnish any required performance and payment bonds.

21. ACKNOWLEDGEMENT OF AMENDMENTS

The offeror acknowledges receipt of amendments to the Contract (number and date each)

Amendment Number									
Date									

22. Name and Title of person authorized to sign offer (Type or Print)	22A. Signature	22B. Offer
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AWARD (To be completed by the District)

23. Amount	24. Accounting and Appropriation data
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25. PAYMENT WILL BE MADE BY: See Section G, paragraph G.2	26. Submit invoices as instructed in Section G of this Contract (Contract Administration Data)
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CONTRACTING OFFICER WILL COMPLETE ITEM 27 OR 28 AS APPLICABLE

27. [] NEGOTIATED AGREEMENT (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 Contract, and (c) the clauses, representations, certifications and specifications incorporated by reference in or attached to this contract.	28. [] AWARD (The Contractor is not required to sign this document). Your offer on this Contract is hereby accepted. This award consummates the contract which consists of (a) the Contract and your offer, and (b) this contract award. No further contractual document is necessary.
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29. Name and Title of Contractor or Person Authorized to Sign (Type or Print)	30. Name of Contracting Officer (Type or Print)
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29A. Signature	29B. Date	30A. Signature	30B. Date
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STANDARD FORM A - Dated May 2001

PART I

SECTION B: SCHEDULE FOR CONSTRUCTION, ALTERATIONS, REPAIRS PRICE

B.1 The Office of Contracting and Procurement (OCP), on behalf of the Department of Parks & Recreation (DPR) of the District of Columbia Government, is seeking a contractor to provide all labor, supervision, materials, equipment and transportation to demolish the Woodrow Wilson Aquatic Center Facility located at 3950 Chesapeake Street, NW, Washington D.C.

B.2 The contracting officer will consider for award the offeror that (a) submitted the lowest bid, and (b) bid that is determined responsible.

B.3 Designation of Contract for the Small Business Set Aside Market Only

This resulting contract is designated for certified small business enterprises(SBE) only under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005" (the Act), Title II, Subtitle N, of the "Fiscal Year 2006 Budget Support Act of 2005", D.C. Law 16-33, effective October 20, 2005, as amended. An SBE must be certified as small in the procurement category of Building Construction in order to be eligible to submit a bid in response to this Contract. Within ten calendar days after the bid opening, each bidder shall submit a certified and notarized subcontracting plan for approval by the Contracting Officer.

The estimated price range for the requirement for each group is between \$1,000,000.00 and \$5,000,000.00.

B.4 Required work to be performed shall include Asbestos & Lead Based Paint Assessment Report, Demolition and Post-demolition Site Seeding, in accordance with the Scope of Work (Section C) of the Contract.

All Contract Line Item Numbers (CLINS) fixed price are expressed as lump sum firm fixed prices.

ABATEMENT AND DEMOLITION SERVICES:

Bidders must bid all Contract Line Numbers (CLINS) as Firm Fixed Prices.

<u>CLIN No.</u>	<u>DESCRIPTION</u>	<u>FIXED PRICE</u>
0001	Abatement Services in accordance with attached Asbestos & Lead Based Paint Assessment Report	\$_____
0002	Perform demolition work at the site in accordance With the Scope of Work (Section C)	\$_____
0003	Perform post-demolition site seeding in accordance With the Scope of Work (Section C)	\$_____

Total Fixed Price for CLINS 0001 through 0003 (0001 + 0002 + 0003) \$ _____

(Total Fixed Price in Words: _____)

B.5 Breakdown into Divisions of lump sum price bid under CLIN #0001 and CLIN #0002 in Section-B.4. 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.

DIVISION NO. *	DESCRIPTION	TOTAL PRICE BREAK DOWN CLIN #0001 (Include all markups)	TOTAL PRICE BREAK DOWN CLIN #0002 (Include all markups)	TOTAL PRICE CLIN #0001+0002 (Include all markups)
Div. 01	General Requirements			..... .....
Div. 02	Site Construction			..... .....
Div. 03	Concrete			..... .....
Div. 04	Masonry			..... .....
Div. 05	Metals			..... .....
Div. 06	Intentionally Left Blank			..... .....
Div. 07	Thermal and Moisture Protection			..... .....
Div. 08	Doors and Windows			..... .....
Div. 09	Finishes			..... .....
Div. 10	Specialties			.....

			
Div. 11	Equipment			..... .....
Div. 12	Intentionally Left Blank			..... .....
Div. 13	Special Construction			..... .....
Div. 14	Conveying Systems			..... .....
Div. 15	Mechanical			..... .....
Div. 16	Electrical & Communication			..... .....
Lump Sum Bid Price	Lump Sum Bid Price (copy from CLIN #0001, 0002, Section-B.4, Part-I of IFB)		

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PART I

SECTION C – SCOPE OF WORK

C. SCOPE:

The Office of Contracting and Procurement (OCP), on behalf of the Department of Parks & Recreation (DPR) of the District of Columbia Government, is seeking a contractor to provide all labor, supervision, materials, equipment and transportation to demolish the Woodrow Wilson Aquatic Center Facility to make way for a new structure. All work shall be performed and competed in accordance with the Scope of Work (this Section) and the Government of the District of Columbia Standard Contract Provisions for Use With Specifications for District of Columbia Construction Projects dated 1973, and amendments thereto. A copy of this document is available free of charge at the Bid Issuance Office listed in Page 1 of this document.

C.1 SPECIFICATIONS:

The Contractor shall perform the work in accordance with Section C of the contract:

C.2 ASBESTOS & LEAD BASED PAINT ASSESSMENT REPORT:

The Contractor shall perform abatement services in accordance with the Asbestos & Lead Based Paint Assessment Report.

C.3 DEMOLITION OF BUILDING STRUCTURES:

The Contractor shall perform the following:

- A. Remove and properly dispose of all structures, trash, rubbish, basement walls, floors, foundations, private sidewalks, steps, parking lot and driveways from the site.
- B. Remove the materials from the demolition site in accordance with federal and local regulations.
- C. Remove and dispose of appliances and other items that may contain refrigerants in accordance with 40 CFR, Part 82. Appliances and other items that may contain refrigerants include, but are not limited to, refrigerators, freezers, dehumidifiers and portable or central air conditioners.
- D. Remove and legally dispose of mercury-containing materials including fluorescent, high-pressure sodium, mercury vapor, metal halide light bulbs, and thermostats containing a liquid filled capsule. PCB-containing materials include capacitors, ballasts, and transformers where the component is contained within a metal jacket and does not have a specific, legible label stating no PCBs are present.
- E. Disconnect all utility services before demolition.
- F. Perform site clearance, grading and restoration.
- G. Complete the demolition work in accordance with this specification and any special provisions included in the Contract.

C.4 PROTECTION OF THE PUBLIC AND PROPERTIES:

A. Littering Streets

1. The Contractor shall remove any demolition debris or mud from any street, alley or right-of-way resulting from the execution of the demolition work. Any cost incurred by the District in cleaning up any litter or mud shall be charged to the Contractor and be deducted from funds due for the work.
2. Littering of the site shall not be permitted.
3. All waste materials shall be promptly removed from the site.

B. Street Closure

1. The Contractor shall acquire the necessary permits to close any traffic lanes. The Contractor shall also acquire the necessary public space permits to install adequate barricades and warning signs in place as required by the District.
2. The Contractor shall coordinate street or lane closures with the District Department of Transportation (DDOT). The Contractor shall prepare any necessary Maintenance of Traffic Plans

C. Protection of the Public by the Contractor

1. Sidewalks: The Contractor shall be responsible for any damage to public sidewalks abutting or adjacent to the demolition properties resulting from the execution of the demolition work. The cost of repair or replacement shall be considered incidental to the work and the Contractor shall obtain all permits and pay any fees.
2. Pedestrian Access: The Contractor shall place and construct the necessary warning signs, barricades, fencing and temporary pedestrian sidewalks, as directed by DCRA and/or DDOT; and to maintain alternate pedestrian access for sidewalks around the demolition site. The cost of these items shall be considered incidental to the work.
3. Temporary Fence: Security Fence is already erected at the site. It is at the sole discretion and expense of the Contractor to remove. If Security Fence is removed, temporary fence shall be erected around all excavation, dangerous building(s) or structure(s) to prevent access to the public. Such fence shall be at least six feet high, consistently restrictive from top to grade, and without horizontal openings wider than two inches. The fence shall be erected before demolition and shall not be removed until the hazard is removed. Security Fence shall be re-installed after demolition and site preparation is complete.

D. City Ordinances & Restrictions

1. The Contractor shall comply with any restrictions to working hours as indicated by standard District rules and regulations.

2. The Contractor shall comply with all applicable ordinances and restrictions of the District.

E. Noise Pollution:

1. All construction equipment used in conjunction with the project shall be in good repair and adequately muffled. The Contractor shall comply with any noise pollution requirements of the District.

F. Dust Control:

1. The Contractor shall comply with applicable air pollution control requirements of the District. The Contractor shall take appropriate actions to minimize atmospheric pollution. To minimize atmospheric pollution, Department of Consumer and Regulatory Affairs (DCRA) have the authority to require that reasonable precautions be taken to prevent particulate matter from becoming airborne. Such reasonable precautions shall include, but not be limited to:
 - The use of water for control of dusts in the demolition of existing buildings or structures, construction operations, the grading of roads, or the clearing of land.
 - Covering, at all times when in motion, open-bodied trucks transporting materials likely to give rise to airborne dusts.

G. Requirements for the Reduction of Fire Hazards

1. Removal of Material: Before demolition of any part of any building, the Contractor shall remove all volatile or flammable materials, such as gasoline, kerosene, benzene, cleaning fluids, paints or thinners in containers, and similar substances.
2. Fire Extinguishing Equipment: The Contractor shall have and maintain the correct type and class of fire extinguisher on site. When a cutting torch or other equipment that might cause a fire is being used, a fire extinguisher shall be placed close at hand for instant use.
3. Fires: No fires of any kind will be permitted in the demolition work area.
4. Hydrants: No material obstructions or debris shall be placed or allowed to accumulate within fifteen feet of any fire hydrant. All fire hydrants shall be accessible at all times.
5. Debris: Debris shall not be allowed to accumulate on roofs, floors, or in areas outside of and around any structure being demolished. Excess debris and materials shall be removed from the site as the work progresses.
6. Telephone Service: The Contractor shall arrange for access to and use of, during working hours, one or more telephones in the vicinity of the work site for the purposes of making calls in case of fire or other emergencies, and shall keep all personnel on the job, and the

COTR informed of the location of such telephones. The Contractor's foreman, or at least one regular member of each shift, shall be charged for promptly calling emergency services when necessary. The same person shall be required to inspect the building and the site frequently for possible fires or fire-producing conditions and to apply appropriate corrective action, particularly at the close of work each day.

H. Protection of Public Utilities:

1. The Contractor shall not damage existing fire hydrants, street lights, traffic signals, power poles, telephone poles, fire alarm boxes, wire cables, pole guys, underground utilities, any private property or other appurtenances in the vicinity of the demolition sites. The Contractor shall pay for temporary relocation of utilities, which are relocated at the Contractor's request for his convenience.

I. Protection of Adjacent Property:

1. The Contractor shall not damage or cause to be damaged any public right-of-way, structures, parking lots, drives, streets, sidewalks, utilities, lawns or any other property adjacent to the site whether or not the property is scheduled for future demolition. The Contractor shall provide such sheeting and shoring as required to protect adjacent property during demolition. Care must also be taken to prevent the spread of dust and flying particles.
2. The Contractor shall restore existing agricultural drain tiles or roadway subdrains that are cut or removed, including drainable backfill, to original condition. Repairs shall be subject to approval by DPR where applicable, and by DDOT.

C.5 RISK OF LOSS:

The Contractor shall accept the site in its present condition and shall inspect the site for their character and the types of structure to be demolished. The District of Columbia Government assumes no responsibility for the condition of existing buildings, structures, and other property within the demolition area.

C.6 PROPERTY OWNERSHIP:

- A. Title: The property address, legal description, and ownership are included in the Attachments to the Contract (Section J). Upon execution of the contract for the work of demolition and site preparation on all or any part of the demolition area, all rights, title, and interest of the District in and to buildings, structures and other property to be demolished and/or removed by the Contractor on part or all of said project area as described in the contract addenda thereto, shall be deemed to be vested in the Contractor.
- B. Land: No property rights, title, or interest of any kind whatsoever, in or to the land or premises upon which such building or structure stand, is created, assigned, conveyed, granted, or transferred to the Contractor, or any other person or persons, except only the license and right of entry to remove such building and structure in strict accordance with the Contract. The Contractor shall not use the land or premises, or allow any other party to use the land or premises, for any purpose other than activities in direct support of the demolition of the facility.

C.7 VACATING OF BUILDING:

The Aquatic Center have been vacated and are registered as such with DCRA.

C.8 RELEASE OF BUILDINGS:

The demolition areas/sites shall be released to the Contractor(s) upon issuance of a Notice to Proceed (NTP). Said NTP shall give any sequence of the demolition and the portion of work that is available to be released if all areas are not ready at the same time. The COTR shall approve any change in the sequence. The Contractor shall have full control of the demolition progress and clearance of the site, subject to the provisions of the Contract.

C.9 PERMITS AND FEES:

The Contractor shall obtain all the necessary permits and pay all permit fees that are required by DCRA in conjunction with the demolition work.

The Contractor shall secure all applicable raze permits from the DC Department of Consumer and Regulatory Affairs (DCRA). Certification letters are needed from the following agencies if applicable:

Vector	Water/Sewer
Public Space	Soil Erosion
Const Inspection	Plumbing Inspections
PEPCO	Washington Gas
Verizon	DOH/Asbestos

The Contractor shall obtain additional permits or approvals which may be necessary to complete demolition and site preparation. These permits may include but not limited to public space permits and watershed protection division.

C.10 DEMOLITION SCHEDULE:

The Contractor shall provide the COTR with a minimum of 5-working days advance notification prior to beginning of the demolition of the Facility. A milestone schedule shall be developed and agreed upon between the Contracting Officer, Contractor and COTR and submitted in writing within 5 working days from date of post-award conference and submitted to the COTR.

C.11 SALVAGE OF DEMOLITION MATERIALS:

- A. The Contractor shall be allowed to salvage demolition materials only from property owned by the District.
- B. No salvage will be permitted on privately owned property. The Contractor may recycle demolition debris at a licensed or permitted recycling center; however, all other debris must be disposed of at a licensed or permitted disposal facility.

- C. The Contractor may salvage demolition materials on District owned property as long as demolition is completed within the completion provisions included in the Contract. All building, building materials, and equipment resulting from this work shall become the property of the Contractor, and shall be removed from the premises at once. Salvaged material shall be removed immediately from the premises, right-of-way, streets or alleys. The District reserves the right to remove salvage items for use by the District. These items shall be identified or shall be removed by District forces prior to the issuance of the Notice to Proceed.

C.12 DEMOLITION AND REMOVALS:

A. Structural Parts of Building

1. No wall or part thereof shall be permitted to fall outwardly from any building except through chutes or by other controlled means or methods, which will ensure safety and minimize dust, noise and other nuisance.
2. Any part of a building, whether structural, collateral, or accessory, which has become unstable through removal of other parts, shall be removed as soon as practicable and no such unstable part shall be left free-standing or inadequately braced against all reasonably possible causes of collapse at the end of any day's work.

B. Concrete Slabs: The Contractor shall remove all concrete slabs, asphalt, surface obstructions, masonry slabs and appurtenances.

C. Retaining Walls: Retaining walls or curbs near the perimeter of the site shall be removed unless otherwise indicated in the Contract. The Contractor shall employ hand labor or other suitable tools and equipment necessary to complete the work without damage to adjacent public or private property. Where such retaining walls or curbs are removed, the embankment shall be graded to a slope of not greater than 3:1 horizontal: vertical. The cost of any tree or brush removal due to the removal and grading out of the retaining wall shall be considered incidental and shall be included in the lump sum price for demolition.

D. Fences: Fences, guardrails, bumpers, signs, clotheslines, and similar Facility shall be completely removed from the site, except fences on the apparent boundary between the site and an improved non-contract parcel shall not be removed unless specifically stated in the Contract. All posts for support shall be pulled out or dug up so as to be entirely removed.

E. Partially Buried Objects: All piping, posts, reinforcing bars, anchor bolts, railings and all other partly buried objects protruding from the ground shall be removed. The remaining void shall be filled with soil and compacted in accordance with these specifications.

F. Vegetation: The Contractor shall remove all dead trees, trees identified for removal, stumps, all trees which are not an asset to the property, bushes, vegetation, brush and weeds, whether standing or fallen, unless specifically stated otherwise by the COTR. The Contractor shall protect all trees not removed from damage by the demolition operation. In the event that the Contractor damages a tree, it shall be repaired or removed by the Contractor as directed by the COTR.

C.13 DISPOSAL OF DEMOLITION DEBRIS AND SOLID WASTE:

- A. Debris: All materials, rubbish, and trash shall be removed from the demolition area and the area shall be free of debris. Any cost incurred by the District in cleaning up such materials and debris left behind shall be deducted from funds due the Contractor under the contract.
- B. Disposal of Demolition Debris and Solid Waste: All debris and solid waste shall be delivered by the Contractor to an approved disposal facility licensed in accordance with Federal, District and/or local regulations, laws, and zoning. The Contractor shall pay all fees for waste disposal. The Contractor shall submit to the COTR copies of all disposal tickets for each trip or pick-up from the disposal facility, where available, which identify the specific address of the origin of the debris associated with each ticket. The cost of all disposal fees shall be considered incidental to the demolition and shall be included in the lump sum total price for demolition.
- C. Asbestos Abatement: The handling of asbestos material is subject to all applicable District and federal mandates. Asbestos removal is required for the demolition of all the structures. The Contractor shall comply with applicable regulations regarding its handling and disposal. Asbestos shall be removed by a licensed abatement Contractor.
- D. Freon Removal and Disposal: The handling of Freon containing appliances is subject to all applicable District and federal mandates and regulations. The Contractor shall identify and remove and dispose the material in accordance with applicable regulations. All costs associated with said removal and disposal shall be considered incidental and shall be included in the lump sum price for demolition.
- E. PCB and Mercury Removal and Disposal: The handling of any fluorescent lighting fixtures and ballasts containing PCB or mercury is subject to all applicable District and federal mandates and regulations. The Contractor shall be responsible for the removal and disposal of the material in accordance with applicable regulations. All costs associated with said removal and disposal shall be considered incidental and shall be included in the lump sum price for demolition.

C.14 BACKFILL, GRADING, AND CLEAN UP:

- A. Backfill: The Contractor shall bring in enough topsoil from off-site to place a minimum 8-inch cover all disturbed areas. Excess excavation materials shall be removed from the site. Topsoil material shall not be permitted as deep fill material. Any borrow or fill material shall be in accordance with the Asbestos & Lead Based Paint Assessment Report and approved by the COTR before and during the placing of the material. All depressions on the property shall be filled, compacted, and graded to a uniform slope with adequate drainage.
- B. Compaction: All excavations shall be backfilled with acceptable material and compacted using either Standard Demolition Compaction or Special Demolition Compaction as specified in the Asbestos & Lead Based Paint Assessment Report and further described as follows:
 - 1. Standard Demolition Compaction: If required by the Contractor's Engineer or if required by DCRA, all excavations associated with the demolition shall be backfilled and compacted using Standard Demolition Compaction according to the requirements of the Asbestos & Lead Based Paint Assessment Report.

2. Special Demolition Compaction: If the Contractor's Engineer determines that Special Demolition Compaction is required, it shall be approved by the COTR. The Contractor shall notify the COTR twenty-four hours in advance of placing any backfill or original backfill material so a soil sample can be obtained. It shall be the responsibility of the Contractor, to run a density test during and after the placement of the backfill material.
- C. Additional Fill Material: All additional fill material shall be of equal quality to the soil adjacent to the excavation, and free of rubble or organic matter. The Contractor shall provide for a minimum depth of 8 inches of topsoil over the excavated area. There shall be no payment for additional fill material, which shall be considered incidental to the demolition contract price. Additional fill material shall be acceptable fill material that meets the requirements of the Asbestos & Lead Based Paint Assessment Report.
 - D. Grading: The site shall be graded to conform to all surrounding areas and shall be finished to have a uniform surface that shall not permit ponding of water. The Contractor shall grade and shape the site to drain, complete fine grading and final clean up as part of the lump sum contract price for demolition.
 - E. Final Cleaning Up: Before acceptance of the demolition work, the Contractor shall remove all unused material and rubbish from the site of the work, remedy any objectionable conditions the Contractor may have created on private property, and leave the right-of-way in a neat and presentable condition. The Contractor shall not make agreements that allow salvaged or unused material to remain on private property. All ground occupied by the Contractor in connection with the work shall be restored. Restoration shall include appropriate smoothing to its original condition and seeding of the area. On demolition sites where seeding will be delayed because of seasonal constraints, the Contractor shall complete fine grading and shaping of the site to leave the site in a neat and presentable condition subject to the approval of the COTR. The price for seeding shall include preparation of the seedbed, furnishing and installing seed, fertilizer and mulch, maintenance, and guarantee for completed seeded areas, as specified in the Contract. Final cleaning up shall be subject to approval of the COTR and in accordance with applicable regulations.

C.15 SANITARY SEWER AND WATER SERVICE DISCONNECTIONS:

- A. Sanitary Sewer Service Disconnection: All sanitary sewer services shall be disconnected and capped in conformance with District of Columbia Water and Sewer Authority (WASA) by a licensed plumber and inspected and approved by WASA's Inspection Division prior to demolition or excavation. Removal of the sanitary sewer shall extend to the property line and its location marked accordingly above grade.
- B. Water Service Disconnection: All water meter for the building have been removed. The water service lines and stubs for the building within the demolition work shall be removed back to the property line and its location marked accordingly above grade by the Contractor.
- C. Backfill and Compaction within City Right-of-Way: All areas within the City Right-of-Way (including parking and sidewalk areas) shall be compacted in conformance with relevant DDOT Specifications and the areas repaved in kind.

C.16 SEEDING:

All disturbed areas associated with the work shall be seeded in accordance with DDOT Seeding Specifications Section 823 of the DDOT Standard Specifications for Highways and Structures.

C.17 SAFETY AND FENCING:

- A. Safety: The Contractor shall comply with all applicable current federal, and District safety and health regulations.
- B. Safety Fencing: The Contractor shall furnish and place a safety fence around the site of the work or where the existing security fence needed to be removed. Safety Fencing shall be adequate to secure the demolition site, including any resulting debris or excavation, and to prevent pedestrian access. The fencing, including all materials, shall be considered incidental to the demolition. The safety fence shall remain in place until the demolished materials are removed from the site and all holes or excavated areas are backfilled and the security fence is reinstalled. The safety fencing material shall remain the property of the Contractor.

C.18 DAILY CLEAN UP OF RIGHT-OF-WAY AND PRIVATE PROPERTY:

At the end of each workday, the Contractor shall clean sidewalks, streets, and private property of any debris, dirt and dust caused by the demolition operation.

C.19 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 as ISSUED FOR BIDS in the space above the title block:

LIST OF DRAWINGS

DRAWING NO.	TYPE	DRAWING TITLE
1	C-100	EXISTING CONDITIONS PLAN
2	C-200	SITE DEMOLITION PLAN
3	C-300	UTILITY DEMOLITION PLAN
4	C-400	EROSION AND SEDIMENT CONTROL PLAN
5	C-500	EROSION AND SEDIMENT CONTROL PLAN (SITE STABILIZATION)
6	C-600	TREE PROTECTION DETAILS
7	C-700	SITE IMPROVEMENTS PLAN
8	C-800	ROAD LAYOUT PLAN
9	C-900	STORMDRAIN PROFILES
10	C-1000	WATER AND SEWER PROFILES
11	C-1100	SANDFILTER DETAILS
12	S-001	FOUNDATION PLAN, GROUND FLR. FRAMING PLAN

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13	S-002	FIRST FLR. FRAMING PLAN
14	S-003	2 ND FLR. FRAMING PLAN, ROOF FRAMING PLAN
15	S-004	DETAILS
16	MEP-001	MECHANICAL, ELECTRICAL & PLUMBING PLAN DEMOLITION

PART I

SECTION D: PACKAGING AND MARKING

D.1 MATERIAL DELIVERY, HANDLING AND STORAGE:

- A. 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.
- B. 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 District, that shall include, but not limited to:
 - 1. Minimum exposure to weather during delivery.
 - 2. Storage off ground in dry, well-ventilated spaces.
 - 3. Covering, as necessary, for adequate protection from soiling and wetting.
- C. The Contractor shall provide storage methods that will facilitate inspection and testing before and during the use as follows:
 - 1. Space for storage of materials and equipment will be approved by the District's Inspector (see Paragraph H.23).
 - 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:

The inspection and acceptance requirements for the resultant contract will be governed by Article 11 of the Standard Contract Provisions For Use With Specifications for District of Columbia Government Construction Projects, dated 1973, as amended and incorporated herein as Attachment J.2.2.

In addition, the acceptance criteria for different parts of the work, described in other sections of the IFB shall apply.

E.2 PARTIAL ACCEPTANCE:

- A. The Contracting Officer's Technical Representative (COTR) may, at his/her option, accept part of the work under this contract in writing prior to the COTR's final acceptance of all the work under the contract, when the COTR considers it beneficial to the District of Columbia.
- B. 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.3 FINAL INSPECTION:

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

PART I

SECTION F - DELIVERIES OR PERFORMANCE

F.1 TIME OF COMPLETION:

The Contractor shall commence work within 10 calendar days of the date specified in the written Notice to Proceed (NTP) signed and issued by the Contracting Officer and shall start and complete all the work in strict accordance with the phasing schedule as provided in the General Scope Section of the Specifications. The Contractor shall complete all the work within 90 calendar days of the date on the Notice e to Proceed.

F.2 DELIVERABLES:

The Contractor shall submit to the District, as a deliverable, the report described in section H.39.5 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 H.39).

PART I

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT:

- A. The District will make payments to the Contractor, upon the submission of proper invoices, based on the approved Critical Path Method (CPM) schedule as described in Section H.16.A.2.a of this document, only for the percentage of work or services actually performed or completed during the subject period and accepted by the District, less any discounts, allowances or adjustments provided for in this contract.
- B. The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL:

- A. 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 Contracting Officer's Technical Representative (COTR) specified in Section G..8 below.
- B. To constitute a proper invoice, the Contractor shall submit the following information:
 - 1. Contractor's name and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible);
 - 2. Contract number, section two (2) and encumbrance number, section twenty-four (24) of the Contract Cover sheet. Assignment of an invoice number by the Contractor is also recommended;
 - 3. Description, amount of payment requested, quantity, and the dates of the work performed based on the approved CPM schedule;
 - 4. Other supporting documentation or information, as required by the Contracting Officer;
 - 5. Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
 - 6. Name, title, phone number of person preparing the invoice;
 - 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
 - 7. Signature of individual in the company authorized to submit invoices.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT:

G.3.1 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 H.39.5.

G.3.2 The CFO shall not make final payment to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirement and First Source Employment Agreement.

G.4 METHOD OF PAYMENT:

A. The District will utilize the progress payment method under this contract, and will make progress payments when all of the following conditions are satisfied:

1. The portion of the service provided by the Contractor is accepted by the District;
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;
3. The Contractor submits the invoice as describe in G.2 for the progress payment.

B. The COTR will furnish to the Contractor the following forms at the pre-construction meeting:

1. Summary of Progress Payment Breakdown Form;
2. Progress Payment Request Form;
3. Schedule of Values Form.

C. The Contractor shall prepare and deliver to the COTR for approval:

1. Original and a copy of completed Summary of Progress Payment Breakdown Form within fourteen (14) days after issuance of written Notice to Proceed 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.4.
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 COTR will direct the Progress payment to be made based on the actual work performed based on the COTR's approval of the Schedule of Values. This approval will include only those fractions of work which have been completed and duly accepted by COTR. COTR's acceptance signature on the form is mandatory.
3. Copy of the Schedule of Values pre-approved by the COTR with invoice.

- D. Materials and equipment payments:
1. The District will pay 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 COTR. 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 COTR.
 2. The District will pay the Contractor 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:
 - a. 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 COTR and is consigned to the District of Columbia 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 COTR.
 - b. A valid invoice or bill of sale indicating the unit quantity, description of the material or equipment and its costs as defined in Section G.4.D.1 and.2.
 - c. A certificate of insurance of a bonded warehouse, in the event the materials/equipment is stored off-site.
- E. Before approval of the CPM schedule, the District may make two (2) initial monthly payments under this contract for the work performed during the first sixty (60) days following the Notice To Proceed, following the COTR's partial acceptance of the work in writing in accordance with section E.2. In the event that the District elects to proceed in this manner, the following shall apply:
1. The District will not make any additional payments until the final CPM schedule is approved by COTR.
 2. The District will not make progress payments for all other activities until the final CPM schedule is approved and distributed by the COTR.
- F. The COTR shall use the CPM Schedule approved and updated as provided in subsection H.16 as the basis upon which to estimate successive progress payments to be made.

G.5 ASSIGNMENTS:

- A. In accordance with 27 DCMR 3250, 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.
- B. Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- C. 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 CONTRACTING OFFICER (CO):

In accordance with 27 DCMR 1200.1 contracts may be entered into and signed on behalf of the District Government only by Contracting Officers. The address and telephone number of the Contracting Officer is:

*Geoffrey A. Mack, Contracting Officer
Office of Contracting and Procurement
Construction, Design and Building Renovation Group
441- 4th Street, N.W., Suite 700-South
Washington, D.C. 20001
Telephone: (202) 724-5217*

G.7 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER:

- A. In accordance with Article 3 of the Standard Contract Provisions For Use With Specifications for District of Columbia Government Construction Projects, dated 1973, as amended, the Contracting Officer is the only person authorized to approve changes to any of the requirements of this contract.
- B. 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 Contracting Officer.

G.8 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR):

- A. The COTR is responsible for the technical administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR 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 Contracting Officer.

The COTR for this contract is:

*Cheryl Campbell-Murga, Project Manager
District of Columbia Parks & Recreation
Capital Projects and Planning Division
3149 16th Street, N.W.
Washington, DC 20010
Telephone: 202.671.0371*

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

G.9 THE QUICK PAYMENT CLAUSE:

G.9.1 INTEREST PENALTIES TO CONTRACTORS:

G.9.1.1 The District 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:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity;
- or
- c) the 15th day after the required payment date for any other item.

G.9.1.2 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 interest penalties shall accrue on the added amount.

G.9.2 PAYMENTS TO SUBCONTRACTORS:

G.9.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District 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.9.2.2 The Contractor must pay any lower-tier 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:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity;
or
- c) the 15th day after the required payment date for any other item.

G.9.2.3 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.9.2.4 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 District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

PART I

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 LIQUIDATED DAMAGES:

- A. The Contractor shall pay to the District of Columbia the sum of \$380.00 (*three hundred eighty*) as agreed liquidated damages for each calendar day of delay in completion of the work for each project, within the time limits set forth, subject to the Standard Contract Provisions for Construction Projects, as amended.
- B. 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 reprocurement.

H.2 GOVERNMENT'S RESPONSIBILITY:

District shall provide to the Contractor all necessary passes for Contractor's employees required to enter into the facility.

H.3 PERMITS, LICENSES AND CERTIFICATES:

- A. The District will be responsible for obtaining 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 Raze Permit, certificates and licenses from the Office of Licenses and Permits, Permit Processing Division, Department of Consumer and Regulatory Affairs.
 - 1. The Contractor shall apply and pay for all required permits well in advance of the time that they are needed.
 - 2. If the Contractor experiences any difficulty in obtaining a permit, the Contractor shall request assistance immediately from the COTR.
- B. It is the responsibility of the Contractor to 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

Licenses

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

7. Signs and Temporary Fences
8. Work on Sunday and after 6:00 p.m. weekdays.
9. Razing

C. 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:

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.

D. The Contractor shall prominently display all permits within the confines of the construction site.

H.4 UTILITY CONNECTIONS AND SERVICES:

The Contractor is responsible for locating 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 bid.

A. TEMPORARY ELECTRICITY:

1. The Contractor shall arrange for and pay all expenses associated with procurement and use of the following:
 - a. Install a temporary meter on existing power lines and pay for all electric power used;
 - b. Install temporary lines to conform with the requirements of the D.C. Electrical Code for such work;
 - c. Furnish and install all necessary safety devices required;
 - d. Maintain temporary line and equipment in proper condition until lines are no longer required and disconnected;
 - e. Make connections to existing electric services in accordance with D.C. Electrical Code requirements and standard procedures developed by the electric company;
 - f. Upon completion of the work, remove temporary lines, poles and other accessories, make disconnections and restore services to an approved condition.

- B. TEMPORARY WATER: For demolition purposes, temporary connection to the existing water mains is permitted, at the Contractor's expense, contingent upon the Contractor performing the following:
1. That no connections to water mains be made without first acquiring approval from the District of Columbia Water and Sewer Authority (WASA).
 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.
 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.
 4. That all branches from temporary main feed be equipped with tight cut- off valves.
 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.
- C. 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:

- A. Within thirty (30) calendar days from the date of the Notice to Proceed, the Contractor shall prepare a complete list of all samples, catalogue cuts and shop drawings required to be submitted as follows:
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.
 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.
- B. 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.
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:

- a. Permitting any departure from contract requirements except as specifically stated in the approval.
 - b. Relieving the Contractor of the responsibility of complying with the contract requirements because of errors which may exist.
 - c. 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.
- C. The Contractor shall submit all the shop drawings, samples and catalogue cuts in accordance with the following requirements:
1. Letter of transmittal, for each transmittal, submitted in triplicate and containing the following information:
 - a. Project name and contract number;
 - b. Work for which material is intended;
 - c. Identification of material in accordance with Federal Specification or A.S.T.M. number, manufacture, model, type, class, brand name, specifications reference, and local distributor;
 - d. 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.

D. SHOP DRAWINGS:

The Contractor shall submit shop drawings as described below:

1. Submit six sets of each drawing.
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.
3. Drawings shall be complete in every respect and assembled into sets.

- a. Each submission shall show complete system to which it applies and shall include catalog cuts, samples and other applicable data pertinent to the system.
 - b. The COTR will review and approve the shop drawing submittals, and if approved, will return three (3) sets of the same to the Contractor.
 - c. 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 sets.
4. The Contractor shall submit one (1) reproducible print of each approved shop drawing after final approval of submitted shop drawings has been made.
 5. 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.
 - a. 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 Contracting Officer's approval.
 - b. If drawings submitted indicate a departure from the contract requirements which the Contracting Officer 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.

E. 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.

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;
2. Submittal of composite shop drawings shall be provided in 14 days after Notice to Proceed to prevent a delay in construction.

F. 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.

1. The Contractor shall submit the required samples prepaid in duplicate, unless otherwise specified in the applicable specification section.

2. The Contractor shall submit the required catalogue cuts in six sets.
3. The Contractor shall submit each item and label it with the following information:
 - a. Project name and contract number;
 - b. Work for which material is intended;
 - c. General Contractor, manufacturer and fabricator;
 - d. Applicable Federal Specification, A.S.T.M. specification or other standard;
 - e. Contract specification reference; and
 - f. Manufacturer's brand name, class or grade and type.

NOTE: The COTR shall hold for thirty (30) days and then destroy samples submitted without the above labels.

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.
5. The COTR will approve a sample submitted only for the characteristics or for the uses named in such approval and no other purpose.
 - a. No approval of a sample shall be taken in itself to change or modify any contract requirement unless specifically stated in the approval.
 - b. The Contractor shall send the approved samples not destroyed in testing back to the COTR.
 - c. The Contractor shall mark for identification and use in the work the approved samples of hardware, miscellaneous accessories and signs in good condition.
 - d. 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.
6. The COTR will request the Contractor to deliver test samples as specified in the various specification 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.
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.

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.
9. The COTR reserves the right to disapprove any material, which is presently, or which previously has been, unsatisfactory in service.
10. The Contractor shall submit material lists, schedules and diagrams for material, equipment, fixtures, fittings, hardware required under specification sections in six sets and labeled as set forth for catalogue cuts.
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:

- A. 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.
 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 any item or type of construction which, in the judgment of the Contracting Officer, expressed in writing, is equal to that specified.
 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.

H.7 DEBRIS AND CLEANING:

- A. 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.
- B. 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 Government of the District of Columbia as provided in the specifications) and leave the premises in a neat and clean condition satisfactory to the COTR at the site.

H.8 MATERIALS AND WORKMANSHIP:

- A. 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.

- B. 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:

- A. Any material specified by reference to the number, symbol or title of a specific standard such as a Commercial Standard, a Federal Specification, ASTM certification or other similar standard, shall comply with the requirements in the latest revision hereof.
- B. The District will not furnish any copies of the applicable Federal Specifications, Commercial Standards and other standard specifications to the bidders. However, the Contracting Officer 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.
- C. 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:

It shall be the responsibility of the Contractor to 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 STOPPAGE OF WORK:

If the Contractor fails to abide by any, or all, of the provisions of the contract, the Contracting Officer reserves the right 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. After written notification and work stoppage, the District 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 Contract, 1973, as amended.

H.12 SUBCONTRACTS:

- A. Nothing contained in the contract documents shall be construed as creating any contractual relationship between any subcontractor and the Government of the District of Columbia.

1. The divisions or sections of the specifications are not intended to control the Contractor in dividing the work among the subcontractors or to limit the work performed by any trade.
 2. The Contractor shall be as fully responsible to the Government of the District of Columbia 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.
 3. The Contractor shall be responsible for the coordination of the trades, subcontractor and material persons engaged upon his work.
 4. The Contractor shall, without additional expense to the Government of the District of Columbia, utilize the services of specialty subcontractor of those parts of the work which are specified to be performed by specialty subcontractor.
 5. The Government of the District of Columbia will not undertake to settle any differences between the Contractor and his subcontractor or between subcontractors.
- B. The Contractor shall not subcontract any portion of the contract except with the prior written consent of the Contracting Officer, 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:
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.
 2. Estimated dollar amount of the subcontract.
 3. Estimated starting and completion dates of the subcontract.
 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 Contracting Officer. Copies of these forms are available upon request from the COTR.
- C. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District 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 District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

H.13 USE OF PREMISES:

- A. 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 Government of the District of Columbia.
- B. The Contractor shall use only such entrances to the work area as designated by the COTR.
- C. Once the installation work is started, the Contractor shall complete the work as rapidly as possible and without unnecessary delay.
- D. The Contractor shall occupy only such portions of the premises as required for proper execution of the contract.
- E. 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.
- F. The Contractor shall keep gates locked to maintain security into work area dictated by the existing job conditions of such nature as to prevent:
 - 1. Entry of work areas by unauthorized persons;
 - 2. Removal of Government property and supplies.
- G. The Contractor shall not load or permit the loading of any part of any structure to such an extent as to endanger its safety.
- H. The Contractor shall comply with the regulations governing the operation of premises that are occupied and shall perform his contract in such a manner as not to interrupt or interfere with the conduct of Government of the District of Columbia and/or Washington Metropolitan Area Transit Authority (WMATA) business.

H.14 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 Government of the District of Columbia.

H.15 SAFETY PRECAUTIONS:

- A. The Contractor shall perform all site, plant and construction work in strict accordance with the Safety Standards of the District of Columbia 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 secs. 32-1101 et seq. and 1-620.01 et seq.

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.
- B. Operators of explosive-actuated tools shall have a training certificate, as required by the Safety Code in their possession.
- C. 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.
1. The Government, its officers, agents, servants, and employees shall not be held liable for any property damages or physical harm resulting from inadequate protection.
 2. Prior to execution of shoring and/or bracing, the Contractor shall submit details and calculations for shoring and/or bracing designs for the COTR's review and concurrence.
- D. 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.
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.
 2. The Contractor shall remove each kettle as soon as its use is complete.
- E. The Contractor shall chute or hoist to the ground any and all the materials being removed from the roof areas or any upper floor.
- F. The Contractor shall not permit any live wires to be left exposed and unguarded, including open panel boards.
- G. The Contractor shall cover all open trenches during hours when work is not being executed, as required for protection of the public.

H.16 PROGRESS SCHEDULE:

- A. The Contractor shall submit, not later than ten (10) days after official Notice to Proceed (NTP) has been issued, one reproducible print plus three copies of an initial schedule diagram plus three copies of computer reports and the narrative for the first 90 days of all the contract activities. Then, within thirty (30) days after the NTP, the Contractor shall submit one reproducible print plus three copies of a complete construction progress schedule and narrative for all the contract activities and three copies of computer printout. The Contractor shall submit all the schedules and reports for approval by the COTR, and all schedules and reports must conform to the following minimum requirements:

1. Include activities for all Contractor submittals, including but not limited to catalogue-cuts, samples, shop drawings and laboratory tests, approvals by COTR, procurements by Contractor, and delivery of material and equipment to the job site.
2. Include in each schedule the following details and format:
 - a. Time scaled in workdays, CPM Network (arrow) diagram with each work activity showing cost and man-loading on arrow system plus a narrative to facilitate monitoring and control of work progress and a tool for measurement of progress payments.
 - b. Each field work activity shall have a maximum duration of 20 workdays.
 - c. Each activity shall show all the associated costs for the purpose of progress payment, as required by Section G.4., with no front loading. In addition, the sum total all the activity costs shall equal the total amount of the contract award.
 - d. All computer reports shall include "I-J", "J-I", and "Total-Float" sorts for all the activities, without any masking or plugging of any dates (except NTP and contract milestones). The computer reports shall be submitted in hard-copy plus soft form of read/write CDs giving all the activity data and schedules.
4. Monthly Progress Updates and Reports:
 - a. The Contractor shall submit monthly update by the 25th of each month and the same shall include a narrative and three copies of "I-J", "J-I" and "Total-Float" computer printouts plus read/write CD's of all the activity data and schedules. These reports shall include the actual start, percent complete or finish dates for each activity, as mutually agreed with the COTR plus any approved logic changes.
 - b. In the case of any logic changes that result in any delay to the contract milestone(s), the Contractor shall submit a revised schedule diagram and the computer reports for approval by the COTR by the next update reporting date.
- B. The Contractor shall complete all work within the time specified under F.1 Time of Completion, which is the maximum time permitted for the accomplishment of this project. If within the period of construction, a time extension or extensions are granted in writing by the Contracting Officer, the Contractor shall incorporate the extension in the next monthly update.

H.17 GUARANTEE OF WORK:

- A. The Contractor guarantees, for a period of one (1) year after date of acceptance for Occupancy as established in the District'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 COTR and without cost to the District of Columbia.

- B. 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.
- C. 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 District of Columbia may (1) either have such work performed as the Contracting Officer 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 District of Columbia the sum estimated by the Contracting Officer 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.
- D. Special guarantee: The Contractor shall provide a written guarantee of the following for the extended periods and to the extent stated below:
 - 1. Guarantee buried tanks for five (5) years against deterioration to the point of failure and against structural failure due to improper installation procedures.
 - 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.
 - 3. Secure guarantee of built-up roof and flashing systems for ten (10) years by the manufacturer of the roofing material.
- E. 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.

H.18 PROTECTION:

- A. The Contractor shall protect existing public and private property including but not limited to sidewalks, pavements, landscaping, from damage using methods approved by COTR 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 COTR in accordance with standards of the agency having jurisdiction over the damaged property. The COTR will not permit grouting of cracks in sidewalks and driveways. The Contractor shall replace cracked slabs.

- B. Contractor shall be responsible for personal injury to workmen and the public and shall indemnify and hold the District harmless for any such injuries that are incurred during the performance of this contract.
- C. Nothing contained in the drawings and specifications for installation of fences, barricades or site protection shall be interpreted as making the District a party to, liable for, or relieving the Contractor of:
 - 1. The Contractor's responsibility for materials delivered and work performed until completion and final acceptance;
 - 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
 - 3. The Contractor's responsibility to protect existing public and private property.
- D. Site Protection:
 - 1. Watchperson:
 - a. The Contractor shall employ watchpersons to safeguard the site.
 - b. The watchpersons shall be employed and onsite during all periods in which the Contractor's employees are not performing actual site work.
 - 2. Lights:
 - a. Illumination of the worksite during non-daylight hours is required of the Contractor at the Contractor's expense.

H.19 UNDERGROUND SERVICES:

- A. ACTIVE: The District has made its best efforts to show all active services on the contract drawings and specifications. However, the District 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.
- B. INACTIVE OR ABANDONED: If, during execution of work, the Contractor encounters inactive or abandoned services not shown or specified, the Contractor shall notify the Contracting Officer as set forth in Article 4 of the Standard Contract Provisions.

H.20 EXISTING CONDITIONS: (where applicable)

- A. 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.

- B. 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 COTR.

H.21 OPERATION AND MAINTENANCE INSTRUCTIONS:

- A. Prior to final acceptance of the project, the Contractor shall submit to the COTR three (3) copies of operation manuals or instruction manuals for each piece of equipment, mechanical or electrical system.
 - 1. Manuals shall show all controls (switches and valves) and give instructions on functions of each.
 - 2. Manuals shall give proper operating, reading or tolerances for all gauges and other control indicating devices.
 - 3. 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.
 - 4. 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.
- B. 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.
- C. The Contractor shall deliver manuals not less than one (1) week before District personnel assume operation of the system.

H.22 EROSION AND POLLUTION CONTROL:

- A. The Contractor shall provide erosion control Facility as approved and as required for fulfilling the requirements of Health Regulations of the District of Columbia.
- B. The Contractor shall take such measures, as determined to be adequate in the opinion of the Contracting Officer, which will prevent soil erosion from the site in question.
- C. 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.
- D. The Contractor shall maintain effective erosion control for the duration of any suspension of all or a portion of the construction operation.

H.23 GOVERNMENT INSPECTORS:

- A. The Contractor shall perform under the general direction of the COTR and is subject to inspection by his appointed Inspectors to ensure strict compliance with the terms of the contract. Neither the COTR nor an Inspector is authorized to change any provision of the contract documents without written authorization of the Contracting Officer.
- B. The presence of or absence of an Inspector shall not relieve the Contractor from compliance with material and workmanship requirements of the contract.

H.24 DRAWINGS AND SPECIFICATIONS:

- A. Pursuant to Article 2 of the General Provisions, Standard Contract Provisions, the general character and scope of the work are illustrated by the specifications and drawings listed in Sections J.1 and J.2. Any additional detail drawings and other information deemed necessary by the Contracting Officer will be furnished to the Contractor when and as required by the work.
- B. In case of differences between small and large-scale drawings, the large-scale drawings shall govern.
- C. 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.
- D. 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.
- E. In case of differences between the schedules and small or large scale drawings, the schedules shall govern.
- F. In cases of differences between the specifications and standards, and in cases of differences between drawings and the specifications, the specifications shall govern.

H.25 REFERENCE TO CODES AND REGULATIONS:

- A. Where the District of Columbia codes and regulations and other codes and regulations are referred to in these specifications, they are minimum requirements.
- B. Where the requirements of these specifications exceed the referred requirements of the codes and regulations, these specifications shall govern.
- C. 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.

H.26 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.

H.27 ENGINEERING AND LAYOUT SERVICES:

- A. 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.
- B. The District 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.
- C. The Contractor shall make no change in locations without the written approval of the Contracting Officer.

H.28 BUILDING LINES AND BATTER BOARDS:

- A. 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.
 - 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.
 - 2. The Contractor shall also establish critical grade and boundaries for construction of Facility where distance measurements are important, utilizing the service of a registered professional surveyor.
 - 3. Within 10 working days of receiving the plat of computations, the Contractor shall submit to the COTR two (2) copies of plat showing such lines and grades with a registered professional surveyor's certification of their correctness.

H.29 WALL CHECK:

- A. 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.
- B. 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.

H.30 INTERFERENCE:

(Mechanical Equipment, Piping, Ducts and Electric Conduits)

- A. 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.
 - 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 District.
 - 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 the satisfaction of the COTR.

H.31 CONTRACT DOCUMENTS FURNISHED:

- A. The District will furnish to the Contractor, free of charge, two (2) sets of drawings and specifications. The Contractor is responsible for the reproduction or otherwise obtaining 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 H.37.
- B. Contract documents to be furnished by the District may be obtained, upon twenty-four (24) hours advance notice, from:

*Cheryl Campbell-Murga, Project Manager
District of Columbia Parks & Recreation
Capital Projects and Planning Division
3149 16th Street, N.W.
Washington, DC 20010
Telephone: 202.671.0371*

H.32 PHOTOGRAPHS:

- A. Site Condition Photographs: Prior to start of construction work, the Contractor shall provide a minimum of five (5) site condition photographs of adjoining private and public property, including sidewalks, driveways, curbs, gutters, fences, trees, shrubbery, retaining walls and other improvements on and around the perimeter of the project site which may be subject to damage claims. The location of photographs shall be as directed by the COTR. Photographs shall conform to requirements specified below.

- B. Progress Photographs: The Contractor by the 15th day of each month shall submit progress photographs of the site at each work area. The requirements for such photographs are as follows:
1. Size approximately 8 x 10 ½ inches.
 2. Taken as directed by the COTR.
 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:
 - a. Name of project and Contractor;
 - b. Location of photographs in relation to project;
 - c. Subject matter shown on photographs identified;
 - d. Dates taken; and
 - e. Serial numbers.
 4. Glossy finish, mounted on linen. Provide a 1 inch wide binding margin on the left side.
 5. Number of photographs in each submission:
 - a. Prior to starting work, three (3) (in addition to site condition photographs).
 - b. All other submissions shall be a minimum of four (4).
 6. Submitted to the COTR each month.
- C. 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 two (2) prints each of four (4) photographs, plus the negatives, as follows:
1. One perspective view of project.
 2. Three (3) photographs of areas designated by representatives of the COTR.
 3. Photographs shall be 8 x 10 ½ inch size, with the following information printed in back:
 - a. Name of project; and
 - b. View shown on photograph.
- D. Should the number of photographs provided be other than that specified above, the Contracting Officer shall issue a change order adjusting the contract amount in accordance with Article 3 of the Standard Contract Provisions.
- E. 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.

- F. 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.

H.33 MODIFICATIONS TO SECTION E, ARTICLE 3, CHANGES, GENERAL PROVISIONS, STANDARD CONTRACT PROVISIONS FOR THE USE WITH SPECIFICATIONS FOR DISTRICT GOVERNMENT CONSTRUCTION PROJECTS,1973 AS AMENDED:

- A. 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.
- B. The following procedure shall be used:
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.
 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 Contracting Officer determines it is not feasible to reach an agreement regarding an equitable adjustment, either due to lack of time or other reasons, the Contracting Officer 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.
- C. Equitable adjustments shall be determined in the following manner:
1. Whenever a change is proposed or directed, the Contractor shall submit a proposal or breakdown within fifteen (15) days of its receipt of the change, and the proposal will be acted upon promptly by the Contracting Officer.
 2. Price Adjustments
 - a. 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.
 - b. 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).

- c. The Contractor shall furnish substantiation of fringe benefits, workmen compensation, FICA, DUTA, FUTA and State unemployment taxes at the request of the District.

- d. 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

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

- f. 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.

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.
 4. 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 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.
 - 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.
- D. 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 Contract, 1973, as amended, a contract time extension may be justified.
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:
 - a. Reasons/cause and responsibility of each delay
 - b. Inclusive dates of each delay
 - c. Specific trades affected
 - d. Portion (s) of each work contract activity affected and the duration thereof
 - e. Status of work activity affected before delay commenced
 - f. Concurrency of any other delays, including Contractor’ s own
 - g. Net effect of each delay under this request, on the overall contract completion

- h. 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.
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.
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.
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.

E. **COST AND PRICING DATA** (applicable to a Change Order or Modification) :

1. Unless otherwise provided in the Contract, 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.
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.
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.

4. The following specific information should be included as cost or pricing data, as applicable:
 - (a) Vendor quotations;
 - (b) Nonrecurring costs;
 - (c) Information on changes in production methods or purchasing volume;
 - (d) Data supporting projections of business prospects and objectives and related operations costs;
 - (e) Unit cost trends such as those associated with labor efficiency;
 - (f) Make or buy decisions;
 - (g) Estimated resources to attain business goals;
 - (h) Information on management decisions that could have a significant bearing on costs.

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 Contracting Officer or representatives of the Contracting Officer 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:
 - (a) final payment under the contract;
 - (b) final termination settlement; or
 - (c) 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.

H.34 SCAFFOLDING:

- A. 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.

- B. The Contractor shall not erect scaffolds until required to be ready for use.

- C. 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.

- D. Wherever possible, the Contractor shall use swinging scaffolds for exterior work under this contract.

- E. Where swinging scaffolds are not practicable, the Contractor will be permitted to use other types of scaffolds provided:
 - 1. The Contractor shall prepare a list of areas and give the types of scaffold(s) he will use for each area.
 - 2. The list shall be submitted not later than ten (10) calendar days after the contract is awarded.

H.35 EXISTING EQUIPMENT REMAINING IN USE: (Where applicable)

- A. During the contract term, D. C. Government personnel will maintain any existing equipment that remains temporarily operational.

- B. 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.

H.36 TESTING AND CARE OF DRAINAGE FACILITY:

- A. Prior to commencement of work under the contract, the Contractor shall conduct tests to ascertain the condition of existing drainage lines in accordance with the following requirements:
 - 1. On projects where work is to be executed in the area of roof drains and areaways drains, the Contractor shall conduct a hose test on each drain line using a ¾ inch inside diameter garden hose without a nozzle and full pressure from an existing hose cock.
 - 2. On projects where work is to be executed in the area of storm drainage structures such as yard drains, curb drains and catch basins, the Contractor shall conduct a hose test using a fire hose under pressure from a fire hydrant.
 - 3. On projects where new work is to be connected to existing drainage lines, the Contractor shall conduct a test on each line affected to ascertain that the lines are

clear and will handle their full capacity. Test shall be conducted with any apparatus that will establish the rate of flow.

4. In addition to before and after tests specified in subparagraphs A and D of this section, the Contractor shall execute tests on new installations in accordance with the plumbing section of these specifications.
- B. All testing shall be performed in the presence of the Project Inspector and COTR. The Contractor shall notify the COTR two (2) working days in advance of the testing.
- C. The Contractor shall promptly notify the COTR in writing of any existing drain lines found to be deficient. The Contracting Officer will initiate remedial action by D.C. Government personnel or issue a change order in accordance with provisions of Article 3, CHANGES, of the Standard Contract Provisions, General Provisions section.
- D. Subsequent to proof of line clearance, the Contractor will be held responsible for maintaining all lines in clear and clean condition and shall remedy any deficiencies that may occur at no cost to the District until the final acceptance date of the contract. Just prior to final acceptance in order to demonstrate clearance, the Contractor shall repeat the tests as specified in subparagraph A (1), (2) and (3).

H.37 AS-BUILT DRAWINGS:

- A. 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.
- B. Preliminary As-Built Drawings: The Contractor shall maintain 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:
 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.

2. The location and dimension of any changes within the building or structure, and the accurate location and dimension of all underground utilities and Facility.
 3. Correct grade or alignment of roads, structures, or utilities if any changes were made from contract plans.
 4. Correct elevations if changes were made in site grading.
 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.
 6. The topography and grades of all drainage installed or affected as part of the project construction.
 7. All changes or modifications of the original design that result from final inspection.
 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.
- C. Submittals of As-Built Drawings: The Contractor shall submit to COTR for review and approval all As-Built Drawings using the following procedure:
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.
 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.
 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.
 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.
- D. 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 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.

- E. 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:

1. Title block to be used for any new as-built drawings shall be similar to that used on the original drawings.
2. New or added drawings shall be full size to match the overall dimensions of the Government supplied mylar.
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.
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.
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.

H.38 INSPECTOR’S OFFICE:

H.38.1 The Contractor shall provide on-site working spaces for the District’s Inspectors. The minimum requirements for such spaces are as follows:

- A. The Contractor shall provide a neat, tightly constructed, weatherproof, well lit office trailer having minimum area of 200-250 square feet, equipped as follows:
1. Clothes closet with hat shelf, rod and hooks.
 2. Drinking water and chemical or water borne toilet Facility in side trailer.
 3. Telephone service (not pay station) consisting of individual line with audible bell on outside of building, of different tone from Contractor’s phone. The Contractor will not be required to pay for long distance calls by inspector. Phone service shall include call waiting feature.
 4. Electrical wiring, lighting fixtures, convenience outlets and electric power service.

5. Locks for exterior doors and windows.
 6. Two (2) chairs or stools.
 7. Files for drawings, samples and correspondence.
 8. Heating Facility.
 9. Cooling Facility.
 - a. Minimum of one $\frac{3}{4}$ ton capacity, 110 volt air conditioning unit mounted where approved in a cut-out in the wall (not window mounted) and connected to electrical service.
 - b. Unit shall be comparable in quality to equipment by Fedders, Westinghouse, Chrysler, Mitchell or other "standard brand".
 10. Copier, fax and scanner (3 in 1) machine with a phone line.
 11. Brand new desk top computer loaded with latest version of MS Office Suite and a printer with e-mail and internet capability and a separate phone line, if required for this purpose.
- B. The Contractor shall furnish a trailer in good condition, of a nominal size of 20/25 feet x 10 feet having furnishings as stated above and as approved by Contracting Officer, for the office use.
- C. After completion of work, the office shall become the property of the Contractor and be removed from the site by the Contractor.
- D. The Contractor shall provide any necessary maintenance required during the contract period for the inspector's office.

H.39 51% DISTRICT RESIDENTS NEW HIRES/FIRST SOURCE EMPLOYMENT AGREEMENT:

- H.39.1** 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").
- H.39.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, Attachment J.2.5, in which the Contractor shall agree that:
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

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.

H.39.3 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:

1. Number of employees needed;
2. Number of current employees transferred;
3. Number of new job openings created;
4. Number of job openings listed with DOES;
5. Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
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.

H.39.4 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.

H.39.5 With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

1. Document in a report to the Contracting Officer its compliance with the section H.39.4 of this clause; or
2. Submit a request to the Contracting Officer for a waiver of compliance with section H.39.4 and include the following documentation:
 - a. Material supporting a good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources;

- c. Advertisement of job openings listed with DOES and other referral sources; and
- d. Any documentation supporting the waiver request pursuant to section H.39.6.

H.39.6 The Contracting Officer may waive the provisions of section H.39.4 if the Contracting Officer finds that:

- a. A good faith effort to comply is demonstrated by the Contractor;
- b. 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.
- c. The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- d. 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.

H.39.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.39.5 and H.39.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.39.4 or whether a waiver of compliance pursuant to section H.39.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer (CFO) and the COTR.

H.39.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.39.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer 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 Contracting Officer pursuant to this section H.39.8.

H.39.9 The provisions of sections H.39.4 through H.39.8 do not apply to nonprofit organizations.

H.40 AUDITS, RECORDS, AND RECORD RETENTION:

- H.40.1** At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be reduced by amounts found by the Contracting Officer 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 District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.
- H.40.2** 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 District under the contract that results from this Contract.
- H.40.3** 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.
- H.40.4** The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.
- H.40.5** Persons duly authorized by the Contracting Officer 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.
- H.40.6** The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

H.41 PUBLICITY:

The Contractor shall at all times obtain the prior written approval from the Contracting Officer 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.

H.42 FREEDOM OF INFORMATION ACT:

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District 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 COTR designated in subsection G.8 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 COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the reliability of the records. The District 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*.

H.43 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.*

H.44 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.*

H.45 ENVIRONMENTALLY PREFERABLE PAINT PRODUCTS

H.45.1 Environmentally Preferable Products Goals

H.45.1.1 The District is seeking contractors to provide environmentally preferable and effective paint products that support the District's environmentally preferable purchasing (EPP) contracting initiative.

H.45.1.2 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.

H.45.2 PAINT ENVIRONMENTAL REQUIREMENTS:

H.45.2.1 The requirements and restrictions contained in this clause shall apply to all architectural and anti-corrosive paints used during the course of this contract.

H.45.2.2 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)
Category I	Interior		
	Architectural		
	a. Flat	50 g/l	0.42 lb/gal
	b. Non-Flat	150 g/l	1.25 lb/gal
Category II	Exterior		
	Architectural		
	a. Flat	100 g/l	0.83 lb/gal
	b. Non-Flat	200 g/l	1.66 lb/gal
Category III	Anticorrosive		
	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

H.45.3 PROHIBITED PAINT COMPONENTS:

H.45.3.1 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 | |

H.45.4 PACKAGING:

H.45.4.1 Paint cans and their components shall not be fabricated with lead.

H.45.5 PRODUCT SAFETY:

H.45.5.1 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 clean up cost for any spills or leaks that occur while they are unloading, transporting or otherwise using their products.

H.46 ENVIRONMENTALLY PREFERABLE SOLVENT PRODUCTS

H.46.1 Environmentally Preferable Products Goals

H.46.1.1 The District is seeking contractors to provide environmentally preferable and effective solvent products that support the District's environmentally preferable purchasing (EPP) contracting initiative.

H.46.1.2 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.

H.46.2 Environmentally Preferable Solvent Products

H.46.2.1 Solvents are fluids or a mixture of fluids capable of dissolving substances to produce compositions for industrial value.

H.46.2.2 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, cyclohexanone and isophorone.
- (i) **Other Solvents**. Other types of solvents include freon, turpentine, dimethylformamide and carbon disulfide.

H.46.3 SOLVENT ENVIRONMENTAL REQUIREMENTS – THE CONTRACTOR SHALL AVOID THE FOLLOWING HAZARDS WHEN USING SOLVENT PRODUCTS DURING THE PERFORMANCE OF THIS CONTRACT:

H.46.3.1 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.

H.46.3.2 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).

H.46.4 Prohibited Solvents

H.46.4.1 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 |
| Methyl chloride | Trichlorotrifluoroethane |
| Chlorinated Fluorocarbon Compounds | |

H.46.5 Packaging Reduced/Recyclable

- H.46.5.1** If possible, the Contractor shall use products that are in reusable, refillable, or recyclable containers or are otherwise made from recycled content products.
- H.46.5.2** No products shall be delivered in aerosol cans.
- H.46.5.3** All products must be available in non-aerosol containers such as ready-to-use pump action sprays, air-charged refillable containers, or spray bottles.

H.46.6 Product Safety

- H.46.6.1** 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 clean up cost for any spills or leaks that occur while they are using or transporting their products.

PART II

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS:

The Standard Contract Provisions For Use With Specifications for District of Columbia Government Construction Projects, dated 1973 and amendments thereto are incorporated herein as Attachment J.2.2, with the same force and effect as if given in full text.

I.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS:

- A. Davis Bacon Wage Rates are applicable. The current prevailing wage determination is to be used. In the event the current prevailing wage determination is changed by the Department of Labor prior to bid opening date it is the bidder's responsibility to ensure the most recent determination is used in preparing the bid. Applicable wage rates can be found at: www.access.gpo.gov/davisbacon/nm.html
- B. In accordance with the applicable provisions of 29 CFR, Part 1, Section 1.6 (c) (3) (IV), if the intent to award letter is not issued within ninety (90) days of bid opening, all intervening modifications (or new wage decision) are made a part of this contract. The Contractor will be reimbursed this added labor cost.

I.3 CONFLICT OF INTEREST:

- A. No official or employee of the District of Columbia 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. (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).
- B. 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 District of Columbia 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 under Contract 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 INSURANCE:

- A. GENERAL REQUIREMENTS. Prior to commencement of any work under this Contract, and in addition to other insurance bonds or securities required by law or under the Contract terms, the Contractor shall procure and maintain during the life of the Contract, the following types of insurance:
1. Commercial General Liability Insurance. The Contractor shall furnish evidence satisfactory to the Contracting Officer with respect to the operations performed by it, its employees and subcontractor, it carries in its own behalf, Owners' and Contractors' Protective Liability Insurance with minimum \$1,000,000.00 per occurrence limit for bodily injury and property damage. If this Contract is for building construction, the Commercial General Liability policy must be endorsed to include coverage for Explosion, Collapse and Underground (XCU). The policy must name the District as an additional insured, contain a waiver of subrogation, and state that coverage is primary and non-contributory.
 2. Umbrella/Excess Liability. Contracts valued at over \$100,000.00 or determined to be high risk must carry Umbrella/ Excess Liability Insurance with \$5,000,000.00 limits per occurrence. The policy must name the District as an additional insured, contain a waiver of subrogation, and state that coverage is primary and non-contributory. If properties adjacent to the building site present unusual or hazardous conditions, higher Umbrella/ Excess Liability limits may be required.
 3. Workers' Compensation. The Contractor shall carry according to the statutes of the District of Columbia workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this Contract, including Employer's Liability, \$100,000.00 per accident for injury, \$100,000 per employee for disease, \$500,000.00 policy limit disease. The policy must contain a waiver of subrogation endorsement. The Contractor agrees to comply, at all times, with the provisions of the workers' compensation laws of the District.
 4. Automobile Liability Insurance. The Contractor shall furnish automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the project. The policy shall cover the operations performed in the District with a \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be Primary and Non-Contributory.
 5. Builder's Risk Insurance. Contractor shall provide a Builder's Risk policy or Installation Floater with limits equal to the projected market value of the completed project to cover property damage to existing Facility at the site. This policy is not required for contracts involving demolition only.
 6. Professional E&O Liability. All design and design/build contracts must procure Professional Errors and Omissions (Architect's & Engineer's) Liability Insurance to cover architectural, engineering, construction management, surveying, hazardous materials testing, and design services performed under this Contract. The policy must provide limits of \$1,000,000.00 per claim and a \$3,000,000.00 aggregate. The Contractor shall maintain such insurance for five (5) years following the District's

final acceptance of the work. The policy will cover the Design/Builder, its subcontractor and subcontractors of every tier, and shall identify the District as the Project Owner on the policy.

- B. **CERTIFICATE OF INSURANCE.** The Contractor must submit verification of insurance on a standard Certificate of Insurance Associate for Cooperative Operations Research and Development (ACORD) form and receive approval from the Contracting Officer prior to commencement of any work. The Contractor shall obtain the insurance from responsible companies licensed by the District of Columbia's Department of Banking, Insurance and Securities Regulation and shall deliver the certificate of insurance to the Contracting Officer within fourteen (14) days of contract award. The policies of insurance shall provide for at least thirty (30) days written notice to the Contracting Officer prior to their termination or material alteration.
- C. **DURATION.** The Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer hereby warrants and agrees that it shall not cancel this policy, except after thirty (30) days written notice, by certified mail, to the Contracting Officer.
- D. **CONTRACTOR'S PROPERTY.** Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.
- E. **MEASURE OF PAYMENT.** The District will 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 lump sum bid price.

I.6 ANTI-DISCRIMINATION CLAUSE:

The Contractor:

- 1. Shall not discriminate in any manner against any employee or applicant for employment in violation of Section 211 of the District of Columbia Human Rights Act (DC Law 2-38; DC Official Code Section 2-1402.11);
- 2. Shall include a similar clause in every subcontract, except subcontracts for standard commercial supplies or raw materials;
- 3. Shall, along with all subcontractor, 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 District of Columbia Human Rights Act (DC Official Code Section 2-1402.51).

I.7 PRE-AWARD APPROVAL:

In accordance with D.C. Official Code 2-301.05a any contract over one million dollars over a 12-month period must be approved by the D.C. Council before the award.

I.8 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.
- (c) For any claim of \$50,000.00 or less, the Contracting Officer 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.
- (d) For any claim over \$50,000.00, the Contracting Officer shall issue a decision within ninety (90) calendar 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
 - (8) 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 (9)(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.

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) The Contracting Officer shall decide all claims by the District against a Contractor arising under or relating to a contract.
 - (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 his or her 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 District 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.

I.9 CONFIDENTIALITY OF INFORMATION:

The Contractor shall keep all the information obtained relating to any employee or customer of the District 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 that 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 District Contractor or by any District 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) Sections B through M of the IFB (2) Sections J.1 through J.2.6 and (3) Standard Contract Provisions for use with Construction Projects dated 1973, as amended.

I.13 CONTRACTS IN EXCESS OF \$1 MILLION DOLLARS:

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

I.14 NON-DISCRIMINATION CLAUSE:

(a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia 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 .

(b) 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:

(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.

(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.

(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 (b)(1)

and (b)(2) concerning non-discrimination and affirmative action.

(4) The Contractor shall, in all Contracts 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 (b)(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.

(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.

(7) The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director of the Office of Human Rights, or any authorized official.

(8) The Contractor shall include in every subcontract the equal opportunity clauses, subsections (b)(1) through (b)(9) of this section, so that such provisions shall be binding upon each subcontractor or vendor.

(9) The Contractor shall take such action with respect to any subcontract as the Contracting Officer 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 District to enter into such litigation to protect the interest of the District.

PART III

SECTION J: LIST OF ATTACHMENTS

SECTION J: LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

J.1.1 Drawings

J.1.2 Department of Labor Current Wage Determination No. DC 20070003 dated 2/9/2007

J.1.3 Required Labor Contract Provisions

J.2 INCORPORATED ATTACHMENTS

J.2.2 Standard Contract Provisions For Use With Specifications for District of Columbia Government Construction Projects, dated 1973, as amended

(The following forms, located at www.ocp.dc.gov under Contract attachments shall be completed and incorporated with the bid.)

J.2.3 E.E.O. Information and Mayor's Order 85-85

J.2.4 Tax Certification Affidavit

J.2.5 First Source Employment Agreement

(Please contact the Department of Small and Local Business Development for the following package)

J.2.6 LSDBE 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**

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, District or State statutes;

has not been suspended, debarred, voluntarily excluded or determined ineligible by an Federal, District 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, District or State statutes;

has not been suspended, debarred, voluntarily excluded or determined ineligible by an Federal, District 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 Contracting Officer, certification that the Contractor has made and will make timely payments to his subcontractor and suppliers per his contractual arrangements with them.

The certification must be accompanied by a list of all subcontractor 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.

To:

Geoffrey A. Mack, Contracting Officer
Construction, Design & Building Renovation Group
Office of Contracting and Procurement
441- 4th Street, NW, Suite # 700-South
Washington, DC 20001

I hereby certify:

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

Contractor/Company Name

Signature of Official

Date

Title

K.4

SUBCONTRACTING PLAN

PRIME CONTRACTOR INFORMATION:

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

CONTRACTOR INFORMATION: (use continuation sheet for additional subcontractors)

Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____% Tier: : _____ <div style="text-align: center; font-size: small;">1st, 2nd, 3rd</div> LSDBE Certification Number: _____ Certification Status: <table border="1" style="display: inline-table; border-collapse: collapse; text-align: center; font-size: x-small;"> <tr> <td style="width: 15%;">SBE:</td> <td style="width: 15%;">LBE:</td> <td style="width: 15%;">DBE:</td> <td style="width: 15%;">DZE:</td> <td style="width: 15%;">ROB:</td> <td style="width: 15%;">LRB:</td> </tr> </table> (check all that apply)			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ <div style="text-align: right; font-size: x-small;">Name (Print)</div> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SBE:	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, ROBs, SBEs, LRBs, or DZEs will have an equitable opportunity to compete for subcontracts;
- b. In all subcontracts that offer **further subcontracting opportunities**, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- c. **Assurances** that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of **compliance** by the prime contractor with the subcontracting plan;
- d. Listing of the type of **records** the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and
- e. A description of the prime contractor's recent **efforts to locate LBEs, DBEs, SBEs, DZEs, LRBs, and ROBs, and to award subcontracts to them.**

PERSON PREPARING THE SUBCONTRACTING PLAN:

Name: _____ <div style="text-align: right; font-size: x-small;">(Print)</div> Telephone Number: () _____ - _____ Fax Number: () _____ - _____ Email Address: _____	Signature: _____ Title: _____ Date: _____
---	---

**FOR CONTRACTING OFFICER USE ONLY
(SUBCONTRACTORS LIST CONTINUED)**

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

(List each subcontractor that will be

Abatement, the Finalization of the Raze Permit and
Demolition of the Woodrow Wilson Aquatic Center

Contract Number: DCHA-2007-B-0085

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: : _____ <small>1st, 2nd, 3rd</small> LSDBE Certification Number: _____ Certification Status: <input type="checkbox"/> SBE: <input type="checkbox"/> LBE: <input type="checkbox"/> DBE: <input type="checkbox"/> DZE: <input type="checkbox"/> ROB: <input type="checkbox"/> LRB: (check all that apply)			Point of Contact: _____ <small>Name (Print)</small> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
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: : _____ <small>1st, 2nd, 3rd</small> LSDBE Certification Number: _____ Certification Status: <input type="checkbox"/> SBE: <input type="checkbox"/> LBE: <input type="checkbox"/> DBE: <input type="checkbox"/> DZE: <input type="checkbox"/> ROB: <input type="checkbox"/> LRB: (check all that apply)			Point of Contact: _____ <small>Name (Print)</small> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
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: : _____ <small>1st, 2nd, 3rd</small> LSDBE Certification Number: _____ Certification Status: <input type="checkbox"/> SBE: <input type="checkbox"/> LBE: <input type="checkbox"/> DBE: <input type="checkbox"/> DZE: <input type="checkbox"/> ROB: <input type="checkbox"/> LRB: (check all that apply)			Point of Contact: _____ <small>Name (Print)</small> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
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: : _____ <small>1st, 2nd, 3rd</small> LSDBE Certification Number: _____ Certification Status: <input type="checkbox"/> SBE: <input type="checkbox"/> LBE: <input type="checkbox"/> DBE: <input type="checkbox"/> DZE: <input type="checkbox"/> ROB: <input type="checkbox"/> LRB: (check all that apply)			Point of Contact: _____ <small>Name (Print)</small> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
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: : _____ <small>1st, 2nd, 3rd</small> LSDBE Certification Number: _____ Certification Status: <input type="checkbox"/> SBE: <input type="checkbox"/> LBE: <input type="checkbox"/> DBE: <input type="checkbox"/> DZE: <input type="checkbox"/> ROB: <input type="checkbox"/> LRB: (check all that apply)			Point of Contact: _____ <small>Name (Print)</small> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	

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GOVERNMENT OF THE DISTRICT OF COLUMBIA

BID BOND (See Instructions on 2 nd page)	Date Bond Executed: (Must Not be Later Than Bid Opening Date)			
PRINCIPAL (Legal Name and Address)	TYPE OF ORGANIZATION ("X")			
	<input type="checkbox"/> INDIVIDUAL		<input type="checkbox"/> PARTNERSHIP	
	<input type="checkbox"/> JOINT VENTURE		<input type="checkbox"/> CORPORATION	
	STATE OF INCORPORATION			
SURETY(IES) (Name(s) and Address(es))	AMOUNT NOT TO EXCEED			5% OF BID
	MILLION(S)	THOUSAND(S)	HUNDRED(S)		CENTS
	BID IDENTIFICATION			
	BID OPENING DATE		INVITATION NO.	

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety(ies) hereto are firmly bound to the District of Columbia Government, a municipal corporation, hereinafter called "the District", 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 binds 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.

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 & 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 District the difference between the amount specified in said bid and the amount for which the District 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 District, 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.

IN WITNESS WHEREOF, the Principal and Surety (ies) have executed this bid bond and have affixed their seals on the date set forth above.

PRINCIPAL

1. SIGNATURE	1. ATTEST	Corporate Seal
Seal		
Name & Title (typed)	Name & Title (typed)	
2. SIGNATURE	2. ATTEST	Corporate Seal
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	Corpor ate Seal
Signature of Attorney-in-Fact	Attest (Signature)		
Name & Address (typed)	Name & Address (typed)		
1. Name & Address (typed)	State of Inc.	Liability Limit	Corpora te 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 of Columbia. 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.**

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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.

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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 District of Columbia in each project's labor force:

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

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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.

_____ EXCLUDED END PRODUCTS

_____ COUNTRY OF ORIGIN

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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:

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 District. The site visit shall be held at **11:30 am local time, on June 26, 2007**. Prospective bidders are encouraged to contact the COTR at (202) 671-0371.

L.2 PRE-BID CONFERENCE:

A pre-bid conference to discuss the contents of this Contract and other pertinent matters will be held at District of Columbia Parks & Recreation at **12:30 p.m. local time, on June 26, 2007**, at the following location:

**District of Columbia Parks & Recreation
3149 16th Street, N.W.
Washington, DC 20010**

Prospective bidders will be given an opportunity to ask questions regarding this Contract at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from bidders on the Contract document as well as to clarify the contents of the Contract. Attending bidders must complete the Pre-Bid Conference Attendance Roster at the conference so that bidder attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-bid conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-bid conference but no later than five working days after the pre-bid conference in order to generate an official answer. Official answers will be provided in writing to all prospective bidders who are listed on the official bidder's list as having received a copy of the Contract. Answers will also be posted on the OCP website at www.ocp.dc.gov.

L.3 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:

441 – 4TH Street, NW, Suite 700-South, Washington, DC 20001

L.4 CONTRACT AWARD:

- A. The District reserves the right to accept/reject any/all Contract Line Items (CLIN' s) in the bids resulting from this Contract. The Contracting Officer 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 District.
- B. The District intends, but is not obligated, to award to the responsible and responsive small business enterprise, certified as small in the category Building Construction, which submits the lowest evaluated bid.

L.5 PREPARATION AND SUBMISSION OF BIDS:

Bidders shall submit **one (1) signed original** plus **two (2) copies** of the bid. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, 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 Contract No. DCHA-2007-B-0085

- L.5.1** The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete Contract as its bid.
- L.5.2** The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.
- L.5.3** The District may also reject as non-responsive any bids submitted on forms not included in or required by the Contract, or if the Contract package is obtained from any source other than the District' s official source listed below. Bidders shall make no changes to the requirements set forth in the Contract.

L.6 BID OPENING TIME:

Bids must be submitted no later than 2:00 p.m. local time on July 3, 2007.

L.7 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 Contract for submission of bids, but not later than the exact time set for opening of bids.

L.8 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS :

- A. Bids, modifications to bids, or requests for withdrawals that are received in the designated District 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:

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
2. The bid or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the Contract was caused by mishandling by the District after receipt.

B. 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.

C. Late Submissions

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

D. 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 Contract.

E. Late Modifications

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

L.9 HAND DELIVERY OR MAILING OF BIDS TO:

*Bid Room
Office of Contracting and Procurement
441, 4th Street, NW, 7th Floor South
Washington, DC 20001*

L.10 SUBMISSION OF SUBCONTRACTING PLAN

Within ten calendar days after the bid opening, each bidder shall submit a certified and notarized subcontracting plan for approval by the Contracting Officer. This plan shall meet the requirements

described under Section M.3.1 of this Contract. A certified LSDBE prime who plans not to subcontract any portion of the contract work shall still submit such a plan stating so in writing. A Contractor cannot make any changes to its subcontracting plan without prior written approval by the Contracting Officer. The approved plan will be incorporated into and become part of the contract.

L.11 ERRORS IN BIDS

Bidders are expected to read and fully understand information and requirements in the Contract; 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.12 QUESTIONS ABOUT THE CONTRACT:

If a prospective Bidder has any questions relative to this Contract, the prospective Bidder shall submit the questions in writing to the Contracting Officer. The prospective Bidder shall submit questions no later than ten (10) calendar days prior to the closing date and time indicated for this Contract. The District will not consider any questions received less than ten (10) calendar days before the date set for submission of bid. The District will furnish responses promptly to all other prospective Bidders. An amendment to the Contract 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.13 FAILURE TO SUBMIT BIDS:

Recipients of this Contract not responding with a bid should not return this Contract. Instead, they should advise the Office of Contracting and Procurement, Contracting Officer, Construction, Design, Building & Renovation (CDBR) Group, 441- 4th Street, N.W., Suite 700S, Washington, DC 20001, by letter or postcard whether they want to receive future Contracts for similar requirements. It is also requested that such recipients advise the Contracting Officer, of the reason for not submitting a bid in response to this Contract. If a recipient does not submit a bid and does not notify the Contracting Officer that future Contracts are desired, the recipient's name may be removed from the applicable mailing list.

L.14 BID PROTESTS:

Any actual or prospective Bidder or Contractor who is aggrieved in connection with the Contract or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a Contract which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial Contract, but which are subsequently incorporated into this Contract, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 - 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting officer for the Contract.

L.15 SIGNING OF BIDS:

- A. 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 Contracting Officer.
- B. 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.16 ACKNOWLEDGMENT OF AMENDMENTS:

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

L.17 ACCEPTABLE BID GUARANTEES:

- A. 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.
- B. Types of guarantees acceptable to the District of Columbia:

1. A bond provided by a surety in accordance with 27 DCMR Chapter 2708.
2. A certified check or irrevocable letter of credit issued by an insured financial institution in the equivalent amount of the security; or
3. United States government securities that are assigned to the District which pledge the full faith and credit of the United States.

L.18 ACCEPTANCE PERIOD:

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

L.19 LEGAL STATUS OF BIDDER:

- A. Each bid must provide the following information:
- B. Name, Address, Telephone Number, Federal Tax Identification Number and DUNS Number of Bidder;
- C. District of Columbia 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 of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements;
- D. 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
- E. The District reserves the right to request additional information regarding the Bidder's organizational status.

L.20 LOCAL OPERATING FACILITY:

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

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

L.21 TECHNICAL INFORMATION:

For technical information concerning this Contract, please contact:

**Cheryl Campbell-Murga, Project Manager
District of Columbia Parks & Recreation
Capital Projects and Planning Division
3149 16th Street, N.W.
Washington, DC 20010
Telephone: 202.671.0371**

L.22 TITLE OF CORRESPONDENCE, HAND DELIVERY OR MAILING OF CONTRACT:

All contractual correspondence must be directed to:

**Geoffrey A. Mack, Contracting Officer
Construction, Design & Building Renovation Group
Office of Contracting and Procurement
441- 4th Street, NW, Suite # 700-South
Washington, DC 20001**

L.23 BID DOCUMENTS:

- A. Persons who obtain bidding materials from anyone other than the District's official source as specified under Section ____ are hereby notified that any addenda/amendments issued under this Contract, and not acknowledged by a bidder could affect the bid amount and/or responsiveness determinations.
- B. The District Government assumes no responsibility for furnishing any addenda/amendments to anyone who obtains bidding materials through other than the official channels.
- C. Amendments/Addenda to bidding documents and bidding material are available from the issuing office.

L.24 EXAMINATION OF BID DOCUMENTS AND SITE OF WORK:

Bidders will be held to have:

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

L.25 PAYMENT AND PERFORMANCE BONDS:

Article 12 Section C of the Instructions to Bidders of the Standard Contract Provisions for Construction Contracts, 1973, is amended to incorporate the provisions of the District of Columbia Procurement Practices Act of 1985, D.C. Official Code § 2-305.04(b), and 27 DCMR § 2703.,

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.26 Standards of Responsibility

Pursuant to 27 DCMR, 2200.4 (a) through (h), the prospective Contractor shall submit the following documentation, within ten (10) days of the request by the District, in order to be determined responsible:

- a. Evidence of financial resources adequate to perform the Contract, or ability to obtain them;
- b. Evidence of ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- c. A satisfactory performance record;
- d. A satisfactory record of integrity and business ethics;
- e. The necessary organization, experience, accounting and operational controls and technical skills, or the ability to obtain them;
- f. Compliance with the applicable District licensing and tax laws and regulations;
- g. The necessary production, construction and technical equipment and Facility or the ability to obtain them, and
- i. Other qualifications and eligibility criteria necessary to receive an award under the applicable laws and regulations.

If the prospective Contractor fails to supply the information requested, the Contracting Officer 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 Contracting Officer shall determine the prospective Contractor to be non-responsible.

PART V

SECTION M - EVALUATION PREFERENCE POINTS

M.1 PREFERENCES FOR LOCAL BUSINESSES, DISADVANTAGED BUSINESSES, RESIDENT-OWNED BUSINESSES, SMALL BUSINESSES, LONGTIME RESIDENT BUSINESSES, OR LOCAL BUSINESSES WITH PRINCIPAL OFFICES LOCATED IN AN ENTERPRISE ZONE:

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D.C. Law 16-33, effective October 20, 2005, as amended, the District shall apply preferences in evaluating bids from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.1.1 GENERAL PREFERENCES:

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

- M.1.1.1** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.1.1.2** Three percent reduction in the bid price or the addition of five points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.1.1.3** Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.1.1.4** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.1.1.5** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
- M.1.1.6** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.1.2 APPLICATION OF PREFERENCES:

The preferences shall be applicable to prime contractors as follows:

- M.1.2.1** Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a five percent (5%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
- M.1.2.2** Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.1.2.3** Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
- M.1.2.4** Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.
- M.1.2.5** Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.
- M.1.2.6** Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M.1.3 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 for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.1.4 PREFERENCES FOR CERTIFIED JOINT VENTURES:

When the SLBOC or the DSLBD, as applicable, 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.1.5 VENDOR SUBMISSION FOR PREFERENCES:

M.1.5.1 Any vendor seeking to receive preferences on this Contract must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

M.1.5.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.1.5.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.1.5.2 Any vendor seeking certification or provisional certification in order to receive preferences under this Contract should contact the:

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

M.1.5.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.1.6 MANDATORY SUBCONTRACTING REQUIREMENT:

M.1.6.1 At least 35% of the dollar value of this construction contract, excluding the cost of materials, goods, and supplies, shall be subcontracted to SBEs.

M.1.6.2 If there are insufficient qualified SBEs to fulfill the subcontracting requirement of the preceding paragraph, 35% of the dollar value, excluding the cost of materials, goods, and supplies, shall be subcontracted to local, small, or disadvantaged business enterprises.

M.1.6.3 For the purposes of paragraph M.1.6.1, purchases from SBEs that provide materials, goods, and supplies may apply to the 35% requirement.

M.1.6.4 For the purposes of paragraph M.1.6.2, purchases from local, small, or disadvantaged business enterprises that provide materials, goods, and supplies may apply to the 35% requirement.

M.1.7 LBE, SBE, OR DBE PRIME CONTRACTOR PERFORMANCE REQUIREMENTS:

M.1.7.1 If an LBE, SBE, or DBE is selected as a prime contractor and is granted points or price reduction pursuant to the Act or is selected through a set-aside program under the Act, that LBE, SBE, or DBE 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 LBEs, SBEs, or DBEs.

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 LBE, SBE, or DBE is less than the amount required by the preceding paragraph, then the LBE, SBE, or DBE shall not be eligible to receive preference points or a price reduction for a period of not less than two years.

M.1.8 PRIME CONTRACTOR PERFORMANCE REQUIREMENTS APPLICABLE TO JOINT VENTURES:

M.1.8.1 If a certified joint venture is selected as a prime contractor and is granted points or price reduction pursuant to the Act or is selected through a set-aside program under the Act, the LBE, SBE, or DBE 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 LBEs, SBEs, or DBEs.

M.1.8.2 If the total of the contracting effort, excluding the cost of materials, good, and supplies, proposed to be performed by the LBE, SBE, or DBE is less than the amount required by the preceding paragraph, then the LBE, SBE, or DBE shall not be eligible to receive preference points or a price reduction for a period of not less than two years.

M.1.9 PERFORMANCE REQUIREMENT FOR CONTRACTS OF \$1 MILLION OR LESS:

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

M.1.10 SUBCONTRACTING PLAN:

Any prime contractor responding to this Contract shall submit, within 5 days of the contracting officer's request, a notarized statement detailing its subcontracting plan. Each subcontracting plan shall include the following:

- M.1.10.1** A description of the goods and services to be provided by the SBEs, or if insufficient qualified SBEs, then by SBEs, LBEs, or DBEs;
- M.1.10.2** A statement of the dollar value, by type of business enterprise, of the bid or proposal that pertains to the subcontracts to be performed by the SBEs, or if insufficient qualified SBEs, then by the SBEs, LBEs, or DBEs;
- M.1.10.3** The names and addresses of all proposed subcontractors who are SBEs, or if insufficient qualified SBEs, then who are SBEs, LBEs, or DBEs;
- M.1.10.4** 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.1.10.5** A description of the efforts the prime contractor will make to ensure that SBEs, or if insufficient SBEs, then SBEs, LBEs, or DBEs, will have an equitable opportunity to compete for subcontracts;
- M.1.10.6** 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.1.10.7** 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;
- M.1.10.8** List the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and
- M.1.10.9** A description of the prime contractor's recent effort to locate SBEs, or if insufficient SBEs, then SBEs, LBEs, or DBEs and to award subcontracts to them.

M.1.11 ENFORCEMENT AND PENALTIES FOR WILLFUL BREACH OF SUBCONTRACTING PLAN:

The willful breach by a contractor of a subcontracting plan for utilization of local, small, or disadvantaged businesses 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 local, small, or disadvantaged businesses, whichever is greater, for each such breach, failure, or falsified submission.

ATTACHMENTS

Abatement, the Finalization of the Raze Permit and
Demolition of the Woodrow Wilson Aquatic Center

Contract Number: DCHA-2007-B-0085

Attachment J.1.2

General Decision Number: DC070003 05/18/2007 DC3

Superseded General Decision Number: DC20030003

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	02/09/2007
1	05/04/2007
2	05/11/2007
3	05/18/2007

ASBE0024-001 10/01/2006

	Rates	Fringes
Asbestos Worker/Heat and Frost Insulator Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.....	\$ 27.13	13.13

ASBE0024-002 10/01/2006

	Rates	Fringes
Hazardous Material Handler Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems.....	\$ 18.00	6.45

ASBE0024-005 10/01/2006

	Rates	Fringes
Fire Stop Technician Includes the application of materials or devices within or around penetrations and openings in all rated wall or floor		

Abatement, the Finalization of the Raze Permit and Demolition of the Woodrow Wilson Aquatic Center

Contract Number: DCHA-2007-B-0085

assemblies, in order to prevent the passage of fire, smoke or 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.....\$ 22.00 6.24

BRDC0001-001 04/30/2006

	Rates	Fringes
Bricklayer.....	\$ 25.90	6.19

* CARP0132-006 05/01/2007

	Rates	Fringes
Carpenter (Including Drywall Hanging).....	\$ 24.37	6.15
Piledriver.....	\$ 22.87	6.85

ELEC0026-003 09/04/2006

	Rates	Fringes
Communication Technician.....	\$ 22.05	6.87+3%

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.

ELEC0026-016 11/06/2006

	Rates	Fringes
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Abatement, the Finalization of the Raze Permit and
Demolition of the Woodrow Wilson Aquatic Center

Contract Number: DCHA-2007-B-0085

Electrician (Excluding
Communication-Low Voltage
Wiring).....\$ 32.45 11.32+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Jr.'s
Birthday, Inauguration Day, Memorial Day, Fourth of July,
Labor Day, Veterans Day, Thanksgiving Day, the day after
Thanksgiving and Christmas Day or days designated as legal
holidays by the Federal Government.

ENGI0077-009 05/01/2007

	Rates	Fringes
Power equipment operators:		
Boom Trucks.....	\$ 26.47	6.82+a+b
Cranes (35 tons and above).. <td style="text-align: right;">\$ 27.64</td> <td style="text-align: right;">6.82+a+b</td>	\$ 27.64	6.82+a+b
Cranes (under 35 tons).....	\$ 27.18	6.82+a+b
Forklifts.....	\$ 19.90	6.82+a
Piledrivers.....	\$ 27.18	6.82+a

a. PAID HOLIDAYS:
New Years Day, Inaugural Day, Decoration Day, Independence
Day, Labor Day, Martin Luther King's Birthday, Veterans
Day, Thanksgiving Day, Friday after Thanksgiving and
Christmas Day.

b. PREMIUM PAY:
Tower cranes and cranes 100-ton and over to receive \$1.00 per
hour premium over Group One.

IRON0005-001 06/01/2006

	Rates	Fringes
Ironworkers:		
Structural, Ornamental and Chain Link Fence.....	\$ 25.68	11.345

IRON0201-003 05/01/2007

	Rates	Fringes
Ironworker, Reinforcing.....	\$ 24.80	12.08

LABO0657-001 06/01/2006

	Rates	Fringes
Laborer:Skilled.....	\$ 18.41	3.84

FOOTNOTE: Potmen, power tool operator, small machine
operator, concrete labor including concrete preparation,
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 (tile laid on road

Abatement, the Finalization of the Raze Permit and
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Contract Number: DCHA-2007-B-0085

construction projects ONLY), operators of jackhammer, paving breakers, spaders or any machine that does the same general type of work, scaffold builders, operators of towmasters, scootcreters, 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 blaster, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene burners and licensed powdermen.

LABO0657-002 06/01/2006

	Rates	Fringes
Laborers:		
Mason Tenders, Brick.....	\$ 13.91	3.84
Mortarmen, Scaffold		
Builders.....	\$ 14.65	3.84

MARB0002-002 05/01/2006

	Rates	Fringes
Marble & Stone Mason.....	\$ 29.87	11.15

INCLUDES pointing, caulking and cleaning of All types of masonry, brick, stone and cement structures; EXCEPT pointing, caulking and cleaning of exisiting masonry, brick, stone and cement (restoration work)

MARB0003-001 05/01/2006

	Rates	Fringes
Mosaic & Terrazzo Worker, Tile Layer		
Marble Mason and Tile Layer..	\$ 24.32	8.78
Terrazzo Worker.....	\$ 25.07	8.78

MARB0003-004 05/01/2006

	Rates	Fringes
Marble, Tile & Terrazzo Finisher.....	\$ 19.59	7.90

PAIN0051-004 06/01/2006

	Rates	Fringes
Glazier		
Contracts \$2,000,000 and under.....	\$ 23.12	7.46
Contracts over \$2,000,000...	\$ 24.84	7.46

PAIN0051-010 06/01/2006

Abatement, the Finalization of the Raze Permit and
Demolition of the Woodrow Wilson Aquatic Center

Contract Number: DCHA-2007-B-0085

	Rates	Fringes
Painters:		
Brush, Roller, Spray and Drywall Finishers.....	\$ 22.06	7.31

PLAS0891-003 05/01/2006

	Rates	Fringes
Cement Mason.....	\$ 25.45	5.46

PLUM0005-007 08/01/2006

	Rates	Fringes
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Plumber

Apartment Buildings over 4 stories (except hotels), schools, colleges and speculative office buildings, strip shopping centers, churches, water coolers, room air conditioning units, appliances, packaged ice machines and light commerical refrigeration and/or air conditioning systems serving a single business in a single story building and not to exceed 5. h.p. or tons, self- contained package unit up to including 5 h.p. or tons.	\$ 20.64	8.08+a
ALL Other Work.....	\$ 31.52	12.59+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.

PLUM0602-006 08/01/2006

	Rates	Fringes
Steamfitter, Refrigeration & Air Conditioning Mechanic (Including HVAC Pipe Work).....	\$ 31.27	12.82+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 Day and Christmas Day.

SFDC0669-001 01/01/2007

	Rates	Fringes
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Abatement, the Finalization of the Raze Permit and
Demolition of the Woodrow Wilson Aquatic Center

Contract Number: DCHA-2007-B-0085

Sprinkler Fitter.....\$ 27.45 13.40

SHEE0100-002 07/01/2006

	Rates	Fringes
Sheet Metal Worker (Including HVAC Duct Work).....	\$ 30.39	11.05

SUDC2000-001 04/12/2000

	Rates	Fringes
Laborer, Unskilled.....	\$ 11.83	2.23

Pointer, caulker and cleaner
INCLUDES pointing,
caulking and 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.....\$ 20.00

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)).

In the listing above, the "SU" designation means that rates
listed under the identifier do not reflect collectively
bargained wage and fringe benefit rates. Other designations
indicate unions whose rates have been determined to be
prevailing.

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

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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.1.3

REQUIRED LABOR CONTRACT PROVISIONS

PAYMENT OF PREDETERMINED MINIMUM WAGES

A. Standard Contract Clauses (Contracts exceeding \$2,000.00)

1. Minimum Wages

- (i) All laborers and mechanics 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 contractor or developing 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 Secretary of Labor, United States Department of Labor, hereinafter referred to as the Secretary of Labor, under the Copeland Act (29 CFT, Part 3), the full amount of wages and bona-fide fringe benefits (or cash equivalents thereof), due at the time of payment computed at rates not less than those contained in the wage determination 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.

Contributions made or costs reasonably anticipated for bona-fide fringe benefits under Sections (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 paragraph A(1)(iv) of this Section; also regular contributions made or costs incurred for more than a weekly period (but not less than often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in A(4).

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph A(1)(ii) of this Section), and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii)(A) The Contracting Officer of the District of Columbia, Office of Property Management, hereinafter referred to as the Contracting Officer, shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The

Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - a. The classification is utilized in the area by the construction industry; and
 - b. The proposed wage rate, including any bona-fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, agree with the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.
 - (A) In the event the contractor, or the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
 - (B) The wage rate (including fringe benefits where appropriate), determined pursuant to subparagraphs (1)(B) or (1)(C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) 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 rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona-fide fringe benefit or an hourly cash equivalent thereof.
 - (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider, as part of the wages of any laborer or mechanic, the amount of any cost reasonably anticipated in providing bona-fide fringe benefits under a plan or program, Provided, that 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.

2. Withholding

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the United States Department of Labor, withhold or cause to be withheld from the contractor, under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor, the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, 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 developing of the project), all or part of the wages required by the contract, the Contracting Officer 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.

3. Payrolls and Basic Records

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three (3) 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 shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona-fide fringe benefits or case equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly numbers of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs, the certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii) (A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the District of Columbia Government 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 District of Columbia Government of completely all of the information required to be maintained under 5.5(a)(3)(I) of Regulations, 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U. S. Government Printing Office, Washington, D.C.

20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

- (B) Each payroll submitted shall be accompanied by a “Statement of Compliance” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be maintained under 5.5(a)(3)(I) of Regulations, 29 CFR Part 5 and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee), employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
 - (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraphs (a)(3)(ii)(B) of this section.
 - (D) The contractor shall notify the Contracting Officer, in writing, of all periods of which no work is performed. This notification applies to the prime contractor and to all subcontractors.
 - (E) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph A(3)(I) of this section available for inspection, copying or transcribing by authorized representatives of the Contracting Officer or the United States Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency 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.

Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona-fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such as apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) Trainees. Except as provided in 20 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on wage determination unless the Administrator of the

Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination, which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate whose not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

- i. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- ii. Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements and Executive Order 11246, as amended and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts

The contractor or subcontractor shall insert in any subcontracts, the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Contracting Officer may, by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract Termination: Debarment

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements

All rulings and interpretations of the Davis-Bacon and related Acts contained in 20 CFR Parts 1, 3 and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility

A. By entering into this contract, the contractor certifies that neither it (nor he or she), nor any person or firm who has an interest in the contractor's firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(i) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

B. Contract Work Hours and Safety Standards Act

The Agency Head shall cause or require the Contracting Officer to insert the following clauses set forth in paragraphs B(1), (2), (3), and (4) of this Section in full, in any contract subject to the overtime provisions of the contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 5.5(a) or 4.6 of Part 4 of 29 CFR. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

1. Overtime Requirements

No contractor or subcontractor contracting for any part of the contract work may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week, whichever is greater.

2. Violation: Liability for Unpaid Wages:

Liquidated Damages

In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10.00 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clauses set forth in subparagraphs (1) of this paragraph.

3. Withholding for Unpaid Wages and Liquidated Damages

The Contracting Officer shall, upon his own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract, subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

4. Subcontracts

The contractor or subcontractor shall insert in any subcontracts, the clauses set forth in subparagraphs (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Contract Work Hours and Safety Standards Act

In addition to the clauses contained in paragraph B, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 5.1, the Agency Head shall cause or require the Contracting Officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the Contracting Officer to insert in any such contract, a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

SPECIAL STIPULATIONS PERTAINING TO WAGE RATES

RATES OF WAGES determined by the Secretary of Labor, shall apply if the contract is in excess of \$2,000.00 in amount. The Secretary of Labor has determined that the wage rates for various classes of mechanics and laborers, enumerated in the attached schedule, were prevailing in the area in which the work is to be performed at the time of Invitation for Bids.

Each class of laborers and mechanics listed in the attached schedule shall receive not less than the minimum rate of wage specified therein. In the event that it becomes necessary to employ any laborer or mechanic whose work is not covered by any of the classifications in said schedule, he shall be paid not less than the prevailing rates of wages for the class of work done by him. Such rate shall be predetermined by the Department of Labor through the Materiel Management Officer. In case any disputes arises as to what are the prevailing rates of wages for work of similar nature, which cannot be adjusted by the Contracting Officer, the matter shall be referred to the Secretary of Labor for determination, whose decisions thereon shall be conclusive on all parties.

While the wage rates listed have been determined to be the prevailing rates for the occupations specified, and the minimum allowable under this specification, it is the responsibility of the contractors to inform themselves as to the local labor market and conditions, including any pending legislation or existing collective bargaining agreements which provide for future increase in rates.

The contractor shall abide by and conform to all applicable laws, Executive Orders, regulations and orders of Federal Agencies authorized to pass upon and determine wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed.

The District of Columbia may award contracts for other work at the building and site, and this contractor shall fully cooperate with such other contractors and shall not commit or permit any act in connection with employment of labor, or otherwise, which will interfere with the performance of work by any other contractor.

Bidders are required to fully inform themselves on the conditions relating to construction and labor under which work is now being performed, and this contractor must employ such methods and means in carrying out his work as will not cause any interruption or interference with any other contractor.