

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES



**INVITATION FOR BID**

DCAM-14-CS-0117  
Department of Corrections Housing Unit Renovations

Addendum No. 3  
Issued: March 19, 2014

This Addendum No. 3 is hereby issued published on the DGS website on March 19, 2014. Except as modified hereby, the Invitation for Bid (IFB) remains unchanged.

**Item #1**

Section G.3, Date and Time for Receiving Submissions

Delete: March 21, 2014  
Insert: March 24, 2014

**Item #2**

Insert the attached Form of Contract (Exhibit 1)

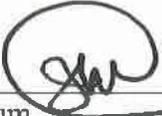
**Item #3**

Below is response to a question received about the IFB:

- 1. Since we are not a “certified contractor”, can we use a sub contractor that is “on the Southern Folger list”? And submit a price?**

No. Section B.2.5 of the IFB requires that the Contractor be “Recognized as a certified detention equipment contractor.” This statement refers to the prime contractor.

All other terms and conditions remain unchanged.

  
\_\_\_\_\_  
JW Lanum  
Associate Director/Contracting Officer

3/19/14  
Date

DCAM-14-CS-0117  
Addendum 3

Exhibit 1  
Invitation For Bid Attachment B  
Form of Contract

**GENERAL CONSTRUCTION SERVICES  
DCAM-14-CS-0117**

This **AGREEMENT** (“Agreement”), for general construction services to modify forty (40) cells at the Department of Corrections’ (DOC) Central Detention Facility (CDF), is made by and between the **DISTRICT OF COLUMBIA GOVERNMENT**, acting by and through its **DEPARTMENT OF GENERAL SERVICES** (the “Department” or “DGS”) and -

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**WITNESSETH:**

**WHEREAS**, the Department requires general construction services at the DOC;

**WHEREAS**, the Department issued an Invitation for Bid (IFB) on behalf of the Department of Corrections to engage a contractor to provide general construction services required to modify forty (40) cells at the District's Central Detention Facility (CDF).

**WHEREAS**, the Contractor submitted a bid in response to the IFB, and the Department wishes to engage the Contractor to provide the requested services.

**NOW, THEREFORE**, in consideration of the foregoing and for good and valuable consideration, the sufficiency and adequacy of which is hereby acknowledged, the parties to this Agreement agree as follows:

**ARTICLE 1  
GENERAL PROVISIONS**

**Section 1.1 Nature of Agreement.** This Agreement is issued pursuant to the Department’s Invitation for Bid to engage a contractor to provide general construction services required to modify forty (40) cells at the District's Central Detention Facility (CDF).

**Section 1.2 Relationship of Parties.** The Contractor accepts the relationship of trust and confidence established with the Department by this Agreement, and covenants with the Department to furnish the Contractor’s reasonable skill and judgment and to cooperate with the Program Manager in furthering the interests of the Department. The Contractor shall use its best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the Department.

**Section 1.3 Completion Date.** Subject to the Excusable Delay provisions of this Agreement, the Contractor agrees to substantially complete the Project within fifteen (15) days from the date of delivery of cell doors from the OEM.

**Section 1.4 Project Manager.** The Department has assigned a Project Manager to oversee the Contractor's work. The name and contact information for the assigned Project Manager is specified in the Department's Responsibilities section of this Agreement. The Contractor shall take direction from, and coordinate its work with, the assigned Project Manager. The Contractor acknowledges, however, that the Project Manager shall not be authorized to modify any of the rights or obligations of the Department or the Contractor pursuant to this Contract, or to issue Change Orders or Change Directives.

**Section 1.5 Working Hours.** The Contractor will be required to coordinate with the assigned Project Manager. The work may be performed during normal business hours; however, the Contractor may be required to work after hours or on weekend and holidays as to not adversely impact the work of the District of Columbia employees/and or Contractors. The Contractor will be required to develop work plans that are coordinated with, and acceptable to, the Project Manager.

## ARTICLE 2 GENERAL CONSTRUCTION SERVICES

**2.1 Background.** The District of Columbia Department of Corrections (DOC) provides public safety by ensuring the safe, secure and humane confinement of pretrial detainees, sentenced misdemeanants, and sentenced felons awaiting transfer to federal institutions. DOC is a major component of the District's public safety system. The Central Detention Facility (CDF), located at 1901 D St., Washington DC 20003 and constructed in 1976, is a 450,000 S.F. facility with 18 housing units spread over 3 floors and two buildings. The facility is designed to house detainees of all security levels with modern control and security systems installed. Due to the old design of the building and inherent physical constraints, DOC feels the need to enhance security and safety of selected cells by upgrading them to make them safer for individuals housed in them. The upgraded cells will help mitigate suicide risks by aiding officers to observe housed inmates more clearly and by eliminating physical structure(s) that might possibly be used as anchor points.

### **2.2 Scope of Services.**

**2.2.1** DOC is seeking a Contractor to provide all labor and supervision, material, tools, supplies and equipment required to modify the cells below as described in scope of services.

- a) 8 (eight) cells in housing unit South-1
- b) 8 (eight) cells in housing unit North East-1

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- c) 8 (eight) cells in housing unit North-1
- d) 8 (eight) cells in housing unit South-3
- e) 8 (eight) cells in housing unit South-2

All cells are of similar design and dimension, 10' X 7' with minor structural variations.

**2.2.2 Task Requirements.** The Contractor shall perform the following tasks:

- a) Cell Bunks and Towel Racks - The Contractor shall complete at a minimum the following tasks to modify each of the cell bunks and towel racks:
  - 1. Remove existing bunk from the cell and turn over to CDF Staff;
  - 2. Purchase new Ironman© Welded wall mount single bunk (Model No. B525-104) or equal; bunks shall be provided in factory finish paint in manufacturer's standard gray;
  - 3. Prepare and install bunks tight to the wall and without holes in the bunk pan; Pick proof (rigid) security caulk;
  - 4. Bolt bunk with bunk in adjacent cell (to be confirmed with CDF Operations and Facilities Management prior to install) with 5/8 galvanized bolts "
  - 5. Remove existing towel racks from desk, grind flush and prime paint area; and
  - 6. Dispose of bunks and towel racks.
  
- b) Cell Doors - The Contractor shall complete at a minimum the following tasks to modify each of the cell doors:
  - 1. Remove existing sliding doors and turn over to CDF Staff;
  - 2. Purchase and install Trussbilt or equal 35" hollow metal sliding door with upper and lower view lights, edge cut food pass door skirt and door closure plate;
  - 3. Purchase, prep and install (2) pieces of 3/4" thick laminated polycarbonate in doors;
  - 4. Prep and install new cell doors;
  - 5. Adjust doors for alignment to lock bar and channel;
  - 6. Adjust or repair sliding door operator;
  - 7. Reuse of existing door pull and food pass lock on door;
  - 8. Finish paint or painting of item(s) installed;
  - 9. Dispose of removed doors from site;
  
- c) Vent Cover Screens - The Contractor shall complete at a minimum the following tasks to modify each of the vents:
  - 1. Replace or repair vents (if needed);

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2. Purchase 16" x 35" stainless steel vent screens hinged vent cover screen with 8 mesh, .047" diameter wire, stainless steel and primed steel frame;
3. Prepare and install vent covers over existing vent; fasten screen to bulkhead with stainless steel 'torx' security screws;
4. Finish paint or painting of item installed;

**2.2.3 General Requirements.** The Contractor shall comply with the following general requirements:

- a) Perform all work in strict accordance with the following:
  1. Federal safety regulations and guidelines;
  2. District building codes and regulations;
  3. DOC policies, program statements, regulations and standards including drug testing, security and hot work program, tools, delivery of materials, contraband, and entrance and exit procedures.
- b) Ensure that work is conducted in a safe manner and that appropriate barricades and other safety procedures are employed to ensure the safety of District of Columbia employees, contractor and/or visitors. All such barricades and safety procedures shall be subject to the approval of the COTR;
- c) Inspect all areas prior to installation of any new materials to determine any defects that may prevent proper installation of new material;
- d) Report conditions that would prevent proper installation and not proceed with the installation until unsatisfactory conditions have been corrected completely and a written decision provided;
- e) Perform requisite minor work to prep areas prior to performing the task requirements described in 2.2.2;
- f) Develop and submit a work schedule for the review and approval of the Contracting Officers Technical Representative (COTR);
  1. Perform all work during the hours of 6:00 a.m. through 6:00 p.m., Monday through Friday, with approved weekends and night work. Work on holidays and weekends or change in work schedule shall be submitted by the Contractor forty-eight (48) hours in advance and approved by the COTR prior to performing work, unless it is an authorized emergency;
  2. Coordinate all work, schedule and logistics with other Contractor(s) through the COTR; provide at least a seventy-two (72) hour notice to the COTR if a

utility shutdown is required in order to perform work. Before any work can begin, authorization must be given by the COTR;

- g) Ensure the delivery of all materials in good condition to the job site in the manufacturer's original unopened containers that bear the name and brand of the manufacturer;
- h) Install materials in strict accordance with the Original Equipment Manufacturers (OEM) recommendations;
- i) Protect all surfaces and work areas including but not limited to electrical wires, HVAC system, fiber network and RFID conduits;
- j) Exercise extreme caution and care to avoid and prevent any damages to adjacent equipment, surfaces and existing structures which are excluded from the Scope of Services. Any and all damages to such adjacent equipment, surfaces, equipment and existing structures shall be fully restored or replaced by the Contractor at no cost to the District;
- k) Upon completion of the work and on a daily basis, the Contractor shall remove, and dispose of all protection items, tools, discarded equipment, excess materials and dust/debris from the of the CDF. The Contractor shall not utilize any dumpster on the grounds of the facility for the disposal of any debris or discarded equipment generated from the performance of the contract, unless explicitly permitted in writing.

#### **2.2.4 Staff and Supervision.**

**2.2.4.1** The Contractor shall provide the staff and supervision of staff necessary to successfully complete the project.

**2.2.4.2** The Contractor's staff and any subcontractor staff shall pass a criminal background check prior to working on this project. The Contractor shall provide the DOC with the following within two (2) days of the written Notice to Proceed for all employees to work on this project:

- a) A list of all employees including technicians and subcontractors to work on this project;
- b) A copy of all employees driver's license or state issued identification;
- c) List of vehicles and the license plate numbers.

### ARTICLE 3 LUMP SUM

**Section 3.1 Lump Sum Price.** For the work to be provided, the Contractor will be paid a lump sum price in the amount of \$ to Fully Complete the Project.

**Section 3.2 Nature of the Lump Sum Price.** The Contractor acknowledges and understands that the Lump Sum Price is based on the scope of work included Section 2. It is understood and agreed that the Lump Sum Price represents the Contractor's offer to Fully Complete the Project. The parties acknowledge and agree that it is their intent to have the Contractor to construct and deliver a fully functional Project as contemplated in the Scope of Work for the Lump Sum Price and consistent with the Project Schedule. In furtherance of such intent, the Contractor hereby assumes the risks associated with and shall be responsible for (i) any changes in market conditions that affect the cost of labor or materials; iii) elements of work not shown on the Scope of Work, but which are reasonably inferable from the Scope of Work; (iii) cost associated with acceleration of the work and expediting of materials necessary to meet the Project Schedule which are the result of anything other than an Excusable Delay; and (iv) the risk of subcontractor default.

**Section 3.3 Risks Assumed by Contractor.** Execution of this Agreement by the Contractor is a representation that the Contractor has thoroughly examined the terms of this Agreement and the Scope of Work and has visited the Project site and has become familiar with local conditions under which the Work is to be performed. The Contractor further represents that it has satisfied itself that it can undertake the work for the stated cost. Among other things, by entering into this Agreement, the Contractor assumes the following risks: (1) the quantities, nature and availability of the materials, tools, equipment and labor necessary for the completion of the Work; (2) the means of access to the site and any accommodation that may be required; (3) uncertainties of weather and physical conditions at the site; and in general to have itself obtained all necessary information as to risk contingencies, climatic, hydrological and natural conditions and other circumstances which may influence or affect his performance of the Work.

**Section 3.4 Tax Exempt Status.** The Department expects that the Project will qualify as tax-exempt under the applicable laws, and such tax exemption shall be reflected in the Lump Sum Price.

**Section 3.4 Basis of Lump Sum Price.** The Lump Sum Price is based on the following documents:

**Section 3.4.1 Exhibit A:** Drawings and Images

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**Section 3.4.2 Exhibit B:** Bidder's Offer Letter

**Section 3.4.3 Exhibit C:** Davis Bacon Wage Rates

**Section 3.4.4 Exhibit D:** Standard Contract Provisions for Use with Specifications for District of Columbia Government Construction Projects (Revised March 2011)

**Section 3.5 Tax Exempt Status.** The Department expects that the Project will qualify as tax-exempt under the applicable laws, and such tax exemption shall be reflected in the Lump Sum Price.

**Section 3.6 Unsafe Materials and Hazardous Materials.**

**Section 3.6.1** The Contractor shall not bring, spill or release onto the site asbestos, PCBs, or any other Hazardous Material that is not customarily used in a facility of the type and similar to the Project, and shall bring to the Department's attention any specification of such Hazardous Materials in the design documents. If the Contractor believes that anything in the Contract Documents would require that it use or bring onto the site asbestos, PCBs, or any Hazardous Material that is not customarily used in a facility of the type and similar to the Project, it shall immediately inform the Department and seek direction before proceeding. The Department shall not be responsible under this Section 3.6 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Department shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

**Section 3.6.2** The Department shall not be responsible under this Section 3.6 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Department shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances. The Contractor shall indemnify the Department for the cost and expense the Department incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under this Section 3.6.

## ARTICLE 4 CONSTRUCTION PHASE

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**Section 4.1 General.** The Construction Phase for the work covered shall commence when the Project Manager issues a Notice to Proceed for Construction.

**Section 4.2 Mandatory Subcontract Provisions.** To the extent the Contractor intends to subcontract a portion of the work, any subcontract in excess of \$24,000 shall include the following provisions:

**Section 4.2.1** that, to the extent of the Work or supply within the agreement's scope, the Subcontractor or supplier is bound to the Contractor for the performance of all obligations which the Contractor owes the Department under the Contract;

**Section 4.2.2** that the Subcontractor or supplier is not in privity with the Department and shall not seek compensation directly from the Department on any third-party beneficiary, quantum meruit, or unjust enrichment claim, or otherwise, except as may be permitted by any applicable mechanic's lien law;

**Section 4.2.3** that the Department is a third-party beneficiary of the subcontract or supply agreement, entitled to enforce any rights thereunder for its benefit;

**Section 4.2.4** that the Subcontractor or supplier consents to assignment of its agreement to the Department, at the Department's sole option, if the Contractor is terminated for default;

**Section 4.2.5** that the Subcontractor or supplier shall comply immediately with a written order from the Department to the Contractor to suspend or stop work;

**Section 4.2.6** that the Subcontractor or supplier shall maintain records of all Work it is requested or authorized to do on a time and material or cost-plus basis, or with respect to claims that it has asserted on a time and materials or cost-plus basis, during the Project and for a period of time specified in the General Conditions and requiring the Subcontractor or supplier to make those records available for review or audit by the Department during that time;

**Section 4.2.7** that the Subcontractor shall obtain and maintain, throughout the Project, workers' compensation insurance in accordance with the laws of the District of Columbia (This provision is not applicable to supply agreements.);

**Section 4.2.8** that, if the Department terminates the Contract for convenience, the Contractor may similarly terminate the subcontract or supply agreement for convenience, upon seven (7) days' written notice to the Subcontractor or supplier, and that the Subcontractor or supplier shall, in such a case, be entitled only to the costs set forth in the Termination for Convenience provisions of this Agreement;

**Section 4.2.9** that the Department shall have the right to enter into a contract with the Subcontractor or supplier for the same price as its subcontract or supply agreement price less

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amounts already paid, if the Contractor files a voluntary petition in bankruptcy or has an involuntary petition in bankruptcy filed against it;

**Section 4.2.10** that the Subcontractor or supplier shall not be entitled to payment for defective or non-conforming work, materials or equipment, and shall be obligated promptly to repair or replace non-conforming work, materials or equipment at its own cost;

**Section 4.3 Certified Subcontractors.** The Contractor shall not substitute or replace any Subcontractor or supplier certified by the District of Columbia Department of Small and Local Business Development without the Department's prior written consent.

**Section 4.4 Payment by Joint Check in Certain Instances.** If it comes to the Department's attention that a Subcontractor or supplier has not been paid in timely fashion (other than for disputed amounts), and if the Contractor fails to cure the problem within five (5) calendar days after the Department gives it written notice of the failure to pay, the Department may make payments to the Subcontractor or supplier and Contractor by joint check.

**Section 4.5 Field Measurements.** Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor. Once work is started, Contractor assumes the responsibility and costs for the work and the cost of correcting work previously installed.

**Section 4.6 Warranty of the Construction Work.** The Contractor warrants to the Department that materials and equipment furnished under this Agreement will be of good quality and new unless otherwise expressly permitted in writing, that for the one (1) year period following the Substantial Completion Date the construction work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the Scope of Work and/or any approved design documents. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. The Contractor and the Department shall conduct a walk-through of the Project eleven (11) months following Substantial Completion to identify any warranty issues.

**Section 4.7 Reserved.**

**Extent of Responsibility and Soils Conditions.** The Contractor shall be entitled to an equitable adjustment for differing site or soils conditions only to the extent that: (i) the subsurface conditions on or adjacent to the Project site differ materially from those indicated in the geotechnical reports provide to the Contractor by the Department; or (ii) such conditions could not have been discovered by a competent visual inspection of the site and are of unusual nature and differ materially from those ordinarily encountered and generally recognized as inhering to work of the character provided for in this Agreement.

**Section 4.8 Unsafe Materials and Hazardous Materials**

**Section 4.8.1** The Contractor shall not bring, spill or release onto the site asbestos, PCBs, or any other Hazardous Material that is not customarily used in a facility of the type and similar to the Project, and shall bring to the Department's attention any specification of such Hazardous Materials in the design documents. If the Contractor believes that anything in this Agreement would require that it use or bring onto the site asbestos, PCBs, or any Hazardous Material that is not customarily used in a facility of the type and similar to the Project, it shall immediately inform the Department and seek direction before proceeding.

**Section 4.8.2** If Hazardous Materials are discovered on the site, the Contractor shall immediately inform the Project Manager of such discovery. Unless abatement of such Hazardous Materials is expressly included in the Scope of Work or the approved design documents, the Contractor shall be entitled to an equitable adjustment by virtue of such discovery.

**Section 4.9 Progress Meetings.** The Contractor shall schedule and conduct at a minimum bi-weekly progress meetings at which the Department, the Program Manager and the Contractor and appropriate Subcontractors can discuss the status of the Work.

**Section 4.10 Written Reports.** The Contractor shall provide written reports to the Program Manager on the progress of the entire Work in accordance at least every other week.

**Section 4.11 Key Personnel.** The Contractor shall provide at least the key personnel identified in Exhibit F, who shall carry out the functions identified in Section 2. The Contractor shall not replace any of the key personnel without the Department's prior written approval, which shall not be unreasonably withheld.

**Section 4.12 Work by Separate Contractors.** Department reserves the right to perform construction or operations related to the Project with Department's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site.

**Section 4.13 Site Safety and Clean-Up.** The Contractor will be required to: (i) provide a safe and efficient site, with controlled access; (ii) provide wheel washing stations on site so as to prevent the accumulation of dirt and other refuse on the streets surrounding the Project site; (iii) be responsible for site security; and (iv) be responsible for the cost of temporary power used during the construction of the Project, including, but not limited to, the cost of installing such temporary wiring as may be required.

**Section 4.14 Close-out.** The Contractor shall be required to prepare and submit at close-out a complete set of product manuals, warranties, etc. The Contractor shall also provide the Department with a complete set of its Project files, including, but not limited to, shop drawings.

**Section 4.15 Cutting and Patching.** The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching. The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Department or separate contractors by cutting, patching or otherwise altering such construction, or by excavation.

**Section 4.18 Correction of Work.**

**Section 4.18.1** The Department shall be at liberty to object and to require the Contractor to remove forthwith from the Project site and the Work and to promptly replace the Superintendent, any foreman, technical assistant, laborer, agent, representative, or other person used by the Contractor in or about the execution or maintenance of the Work, who in the sole opinion of the Department is misconducting himself, or is incompetent or negligent in the proper performance of his duties, or whose performance in the Work is otherwise considered by the Department to be undesirable or unsatisfactory, and such person shall not be again employed upon the Project without the written permission of the Department or.

**Section 4.18.2** Contractor shall promptly correct Work rejected by Department for failing to conform to the requirements of the Scope of Work or any approved design document or applicable law or regulations whether observed before or after the Project's completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements within a period of one (1) year from the date of completion or by terms of an applicable special warranty required by this Agreement.

**Section 4.18.3** If during the guarantee or warranty period, any material, equipment or system requires corrective Work because of defects in materials or workmanship, Contractor shall commence corrective Work within forty-eight (48) hours after receiving the notice and work diligently until corrective Work is completed; provided, however, if such notice is received on the day before a weekend or a holiday, Contractor will commence corrective Work on the next business day. If Contractor does not, in accordance with the terms and provisions of the Contract Documents, commence all corrective Work within forty-eight (48) hours or if Contractor commences such Work but does not pursue it in an expeditious manner, Department may either notify the bonding company (if any) to have such Work and/or obligations performed at no additional cost to Department or may perform such Work and/or obligations and charge the costs thereof to Contractor.

**Section 4.19 Manufacturers' Warranties.**

**Section 4.19.1** Contractor warrants that all manufacturers' or other warranties on all labor, materials and equipment furnished by Contractor or a Subcontractor or supplier shall run directly to or will be specifically assigned to Department on demand or upon Project completion

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without demand. In the event any issue or defect which would be covered by any warranty arises but is not addressed by the grantor of the warranty, the Contractor shall be required to act as the guarantor of the obligations under the warranty and to perform under the terms of the warranty.

**Section 4.19.2** Contractor warrants that the installation of all materials and equipment shall be in strict accordance with the manufacturers' requirements or specifications.

**Section 4.20 Close-Out and Training.** Contractor shall also provide the Department with a complete set of its Project files, including, but not limited to, shop drawings, etc., at close out so as to assist the Department and/or DCPS in operating the building. In addition, if the Project includes work on heating or cooling systems, at the beginning of the first heating and cooling season following turnover of the Project, the Contractor shall be available to assist with, and train the building engineers and staff in the start-up of the building systems for the new weather cycle.

## **ARTICLE 5** **DEPARTMENT'S RESPONSIBILITIES**

### **Section 5.1 Information and Services**

**Section 5.1.1** The Department will provide full information in a timely manner regarding the requirements of the Project, including a program which sets forth the Department's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

**Section 5.1.2** The Department will provide the Contractor copies of applicable DOC policies and program statements upon request.

### **Section 5.2 Department's Designated Representatives**

**Section 5.2.1 Chief Contracting Officer (CCO)** In accordance with 27 DCMR, Chapter 47, Section 4704 contracts may be entered into and signed on behalf of the District Government only by CCO. The address and telephone number of the CCO is:

Brian J. Hanlon  
Director  
Department of General Services  
2000 14<sup>th</sup> Street, N.W. – 8<sup>th</sup> Floor  
Washington, D.C. 20009

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Telephone: (202) 727-2800

E-mail: [brian.hanlon@dc.gov](mailto:brian.hanlon@dc.gov)

### **Section 5.2.2 Authorized Changes by the CCO**

**Section 5.2.2.1** In accordance with Article 3 of the General Provisions of the Standard Contract Provisions For Use With Specifications for District of Columbia Construction Projects Revised March 2011, the CCO is the only person authorized to approve changes to any of the requirements of the contract.

**Section 5.2.2.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CCO.

**Section 5.2.2.3** In the event the Contractor effects any change at the instruction or request of any person other than the CCO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

### **Section 5.2.3 Project Manager**

**Section 5.2.3.1** The Project Manager is responsible for general administration of the contract and advising the CCO as to the Contractor's compliance or noncompliance with the contract. The Project Manager has the responsibility for the day-to-day monitoring and supervision of the contract, of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in writing by the CCO and/or in the contract. These include:

**Section 5.2.3.1.1** Keeping the CCO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CCO of any potential problem areas under the contract;

**Section 5.2.3.1.2** Coordinating site entry for Contractor personnel, if applicable;

**Section 5.2.3.1.3** Reviewing invoices for completed work and recommending approval by the CCO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;

**Section 5.2.3.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

**Section 5.2.3.1.5** Maintaining a file that includes all contract correspondence,

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modifications, records of inspections (site, data, equipment) and invoice or vouchers.

**Section 5.2.3.1.6** The address and telephone number of the Project Manager is:

Department of General Services  
Capital Construction Services Division  
1250 U Street, N.W. – 3rd Floor  
Washington, DC 20009  
Telephone: (202)  
E-mail

**Section 5.2.4** The Project Manager shall NOT have the authority to:

**Section 5.2.4.1** Award, agree to, or sign any contract, delivery order or task order. Only the CCO shall make contractual agreements, commitments or modifications;

**Section 5.2.4.2** Grant deviations from or waive any of the terms and conditions of the contract;

**Section 5.2.4.3** Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,

**Section 5.2.4.4** Authorize the expenditure of funds by the Contractor;

**Section 5.2.4.5** Change the period of performance; or

**Section 5.2.4.6** Authorize the use of District property, except as specified under the contract.

**Section 5.2.4.7** Contractor shall be held fully responsible for any changes not authorized in advance, in writing, by the CCO, and may be denied compensation or other relief for any additional work performed that is not authorized by the CCO 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.

## **ARTICLE 6** **CLAIMS FOR ADDITIONAL TIME**

**Section 6.1** Time is of the essence of this Contract.

**Section 6.2** The Contractor will perform the Work so that it shall achieve Substantial Completion by the Substantial Completion Date. Unless the failure to achieve Substantial Completion by the Substantial Completion Date is a result of an Excusable Delay, as defined in

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Section 6.3, the delay shall be deemed Non-Excusable and the Contractor shall not be entitled to an extension of time. Without limiting the generality of the foregoing, delays for the following reasons shall be regarded as Non-Excusable and shall not entitle the Contractor to an extension of time:

**Section 6.2.1** Delays due to job site labor disputes, work stoppages, or suspensions of work;

**Section 6.2.2** Delays due to adverse weather, unless the Contractor establishes that the adverse weather was of a nature and duration in excess of averages established by data from the U.S. Department of Commerce, National Oceanic and Atmospheric Administration for the Project locale for the ten (10) years preceding the effective date of the Contract. For purposes of this clause, weather shall only be deemed "Excusable" if the weather in question was more severe than that encountered at the Project site over the last ten (10) years for the month in question. Such determinations shall be made based on the number of rain/snow days or the cumulative precipitation total for the month in question. Notwithstanding the foregoing, named storms shall conclusively be deemed "Excusable";

**Section 6.2.3** Delays due to the failure of the Contractor or Subcontractors or material suppliers at any tier to perform in timely or proper fashion, without regard to concepts of negligence or fault; or

**Section 6.2.4** Delays due to Site conditions whether known or unknown as of the effective date of the Contract, foreseeable or unforeseeable at that time, naturally occurring or man-made; provided, however, that delays due to Differing Soils Conditions or Hazardous Materials Remediation shall be deemed an Excusable Delay.

**Section 6.3** The Contractor shall be entitled to an adjustment in the Substantial Completion Date due to an Excusable Delay. The term "Excusable Delay" shall mean:

**Section 6.3.1** Delays due to adverse weather other than those that are classified as a Non-Excusable delay;

**Section 6.3.2** Delays due to acts of God, war, unavoidable casualties, civil unrest, and other similar causes of delay that are beyond the control of the Contractor; provided, however, that in no event shall a Non-Excusable delay or the action of the Contractor, or any of its employees, agents, Subcontractors or material suppliers be deemed an Excusable Delay; or

**Section 6.3.3** Delays caused by differing soils conditions or hazardous materials remediation.

**Section 6.4** In addition to the forgoing, a delay shall be deemed to be an Excusable Delay only to the extent that such delay (i) warrants an extension in the Substantial or Final Completion