



**D.C. DEPARTMENT OF GENERAL SERVICES
REQUEST FOR PROPOSALS**

**HISTORICAL WOOD REPLACEMENT WINDOWS
AT ENGINE COMPANY NUMBER 5**

Issuance Date: May 2, 2012

Proposal Due Date: May 9, 2012 by 2:00 P.M. EST

Pre-Proposal Conference: May 23, 2012

Contact: JW Lanum
Associate Director/Contracting Officer
Contracts & Procurement Division
2000 14th Street NW 5th Floor
Washington, DC 20009
202-727-2800

Solicitation Number: DCAM-12-CS-0116

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 in the OFFER SCHEDULE (Section B) and in strict accordance with the terms of this solicitation, 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. See SECTION L.11									
21. ACKNOWLEDGEMENT OF AMENDMENTS									
The offeror acknowledges receipt of amendments to the solicitation (number and date each)									
Amendment Number									
Date									
22. Name and Title of person authorized to sign offer (Type or Print)				22A. Signature			22B. Offer		
AWARD (To be completed by the District)									
23. Amount				24. Accounting and Appropriation data					
25. PAYMENT WILL BE MADE BY: Office of the Chief Financial Officer 441 4 th Street N.W., Suite 850 North Washington, D.C. 20001				26. Submit invoices as instructed in Section G of this solicitation (Contract Administration Data)					
CO WILL COMPLETE ITEM 27 OR 28 AS APPLICABLE									
27. <input checked="" type="checkbox"/> 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 solicitation, and (c) the clauses, representations, certifications and construction documents incorporated by reference in or attached to this contract.				28. <input type="checkbox"/> AWARD (The Contractor is not required to sign this document). Your offer on this solicitation is hereby accepted. This award consummates the contract which consists of (a) the solicitation and your offer, and (b) this contract award. No further contractual document is necessary.					
29. Name and Title of Contractor or Person Authorized to Sign (Type or Print)				30. Name of CO (Type or Print) Brian J. Hanlon					
29A. Signature		29B. Date		30A. Signature		30B. Date			

STANDARD FORM A - Dated May 2001

SECTION B: SCHEDULE FOR CONSTRUCTION, ALTERATIONS, REPAIRS PRICE

B.1 The District of Columbia (District), Department of General Services (DGS) is issuing this Request for Proposals (RFP), on behalf of the Fire and Emergency Medical Services Department (FEMSD), to engage a contractor to provide all labor, materials, supervision and other services necessary to remove and install new historic wood windows at Engine Company Number 5, located at 3412 Dent Place N.W. Washington, D.C. 20007, according to the Design Documents (Attachment J.1).

B.2 DESIGNATION OF SOLICITATION FOR THE OPEN MARKET (CONSTRUCTION) WITH A 35% SBE SUBCONTRACTING SET-ASIDE FOR CONTRACTS OVER \$250,000.00

This RFP is designated for the **Open Market** with a 35% SBE subcontracting set-aside for contracts over \$250,000.00. An Offeror responding to this solicitation, unless exempted by Section H.12, must submit with its offer, a notarized statement detailing its subcontracting plan as incorporated in Section K.4. Proposals responding to this RFP shall be rejected if the Offeror fails to submit a subcontracting plan that is required by law. For construction contracts in excess of \$250,000.00, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with Section H.12. The Subcontracting Plan shall meet the requirements described under Section H.16 of this Solicitation.

B.3 The District contemplates award of a firm fixed-price contract. The estimated price range for this requirement is between \$100,000.00 and \$250,000.00.

B.4 The Offeror shall submit a lump sum firm fixed price for Contract Line Item Number (CLIN) 0001 as described below.

B.4.1 Remove and install new historic wood windows at Engine Company Number 5, located at 3412 Dent Place N.W. Washington, D.C. 20007, in accordance with Section C of this solicitation package and Construction Documents at Attachment J.1. In case of any discrepancy in the “TOTAL LUMP SUM PRICE” and the “TOTAL LUMP SUM PRICE IN WORDS”, the “TOTAL LUMP SUM PRICE IN WORDS” entered in Section B-4.1 shall control.

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>LUMP SUM PRICE</u>
0001	Remove and install new historic wood windows at Engine Company Number 5, located at 3412 Dent Place N.W. Washington, D.C. 20007, in accordance with Section C of this solicitation package and Construction Documents at Attachment J.1.	\$ _____
	GRAND TOTAL LUMP SUM PRICE CLIN 0001	\$ _____

GRAND TOTAL LUMP SUM PRICE IN WORDS (ABOVE)

B.5 PRICE BREAKDOWN FORM

The Offeror must submit for each of the below-listed discrete components of work (Divisions) the Price of Each Division Component for CLIN 0001 set forth in Section B-4. The sum of all the “Prices of Each Division Component” must equal the “Lump Sum Price” that Offerors enter in the table set forth in Section B.4.1, CLIN 0001. In the event of discrepancies between or among the total lump-sum prices entered in B.4.1 with the corresponding lump sum prices entered in B.5, the prices in B.4.1 shall control.” Failure to submit a complete price breakdown shall not to any extent qualify the low bidder’s commitment to complete the entire construction project at the quoted lump sum price in Section B.4.1. The District may use the price breakdown as a guide during contract administration, e.g. making partial payments and making equitable adjustments.

Breakdown into Divisions of Lump Sum Price Proposal.

CSI DIVISION NO.	DESCRIPTION	PRICE OF EACH DIVISION COMPONENT
Div. 01	General Requirements	
Div. 02	Existing Conditions (inc. abatement & demo. of exist. structure)	
Div. 03	Concrete	
Div. 04	Masonry	
Div. 05	Metals	
Div. 06	Woods and Plastics	
Div. 07	Thermal and Moisture Protection	
Div. 08	Openings	
Div. 09	Finishes	
Div. 10	Specialties	
Div. 11	Equipment	
Div. 12	Furnishings	
Div. 13	Special Construction	
Div. 14	Conveying Systems	
Div. 21	Fire Suppressions	
Div. 22	Plumbing	
Div. 23	Heating, Ventilation and Air Conditioning	
Div. 26	Electrical	
Div. 27	Communications	
Div. 28	Electronic Safety and Security	
Div. 32	Exterior Improvements	
Div. 33	Utilities	
	LUMP SUM PRICE	\$ _____

SECTION C: WORK STATEMENT

C.1 SCOPE:

The District of Columbia (District), Department of General Services (DGS), is issuing this Request for Proposals (RFP), on behalf of the Fire and Emergency Medical Services Department (FEMSD), to engage a contractor to provide all labor, materials, supervision and other services as necessary to remove and install new historic wood windows at Engine Company Number 5, located at 3412 Dent Place N.W. Washington, D.C. 20007, according to the Construction Documents (Attachment J.1), and the Government of the District of Columbia Standard Contract Provisions For Use With Specifications for District of Columbia Construction Projects Revised March 2011, incorporated herein as Attachment J.2.

The selected Contractor shall be responsible for obtaining and paying for all permits, including trade permits and coordinating with all agencies and utility providers. The District will obtain the building permit issued by the Department of Consumer and Regulatory Affairs (DCRA), (see Section H.3.1).

C.2 CONSTRUCTION DOCUMENTS:

Historic Wood Replacement Windows Construction Documents, DC Fire Station #5, 3412 Dent Place N.W. Washington D.C. 20007 May 20, 2011 – Revised April 4, 2012.

The Construction Documents are physically attached herewith as Attachment J.1.

SECTION D: PACKAGING AND MARKING

- D.1** The Contractor shall deliver materials and equipment in the original, properly labeled, unbroken packages, containers, cartridges or bundles and in such quantities and such ample time that progress of work will not be delayed.
- D.2** The Contractor shall protect materials and products against any damage or deterioration during transit to the site, unloading, delivering and storing at site, installation or erection and during period between installation or erection and final acceptance by the District, that shall include, but not limited to:
- D.2.1** Minimum exposure to weather during delivery.
 - D.2.2** Storage off ground in dry, well-ventilated spaces.
 - D.2.3** Covering, as necessary, for adequate protection from soiling and wetting.
- D.3** The Contractor shall provide storage methods that will facilitate inspection and testing before and during the use as follows:
- D.3.1** Space for storage of materials and equipment will be approved by the District's Inspector (see Paragraph G.22). Note that storage space is limited. Therefore, the Contractor is expected to plan and or account for the impact of limited space on material movement and installations.
 - D.3.2** The Contractor shall not occupy more space at the site than is absolutely necessary for proper execution of the work.

SECTION E: INSPECTION AND ACCEPTANCE

E.1 INSPECTION:

- E.1.1** The inspection and acceptance requirements for the resultant contract will be governed by Article 11 of the General Provisions of the “Standard Contract Provisions for Use with Specifications for District of Columbia Construction Projects Revised March 2011,” incorporated herein as Attachment J.2.
- E.1.2** In addition, the acceptance criteria for different parts of work, described in other sections of the RFP, Construction Documents, and Attachments J.1 shall apply.

E.2 PARTIAL ACCEPTANCE:

- E.2.1** The COTR may, at his option, accept part of the work under the 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.
- E.2.2** Partial acceptance shall not preclude assessment by the District of liquidated damages pursuant to Section H.1 for failure to complete the contract within the required time limits established under TIME FOR COMPLETION in Section F.1.

E.3 FINAL INSPECTION:

- E.3.1** The Contractor shall give the COTR written notice at least fourteen (14) days in advance of date on which the project will be 100% complete and ready for final inspection. Prior to final inspection date for each building, the Contractor shall verify in writing that in the Contractor’s best judgment no deficiencies exist.
- E.3.2** The Contractor, the COTR, District Inspector, and Architect/Engineer (A/E) shall jointly prepare a Punch List of deficiencies found on final inspection that does not prevent the building area(s) within the building from being occupied. The contractor shall correct the deficiencies within fourteen (14) days after the Final Inspection and submission to the COTR a report of the corrections as a condition of final acceptance.

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TIME OF COMPLETION:

The Contractor shall commence work on the date specified in the written Notice to Proceed (NTP) signed and issued by the Chief Contracting Officer (CCO) at the pre-construction meeting to be scheduled 7-10 days after award and shall begin performance and complete all the work within one hundred (100) calendar days from the date specified in the NTP.

F.2 DELIVERABLES:

F.2.1 The Contractor shall prepare and submit to the COTR, as a deliverable, the Summary of Progress Payment Breakdown Form, Progress Payment Request Form and Schedule of Values Form. (Refer to G.4.2).

F.2.2 The Contractor shall submit to the COTR a complete list of all samples, catalogue cuts and shop drawings. (Refer to H.5).

F.2.3 The Contractor shall submit all the schedules and reports for approval to the COTR. (Refer to G.15).

Deliverable	Format/Method of Delivery	Due Date
Initial Critical Path Method (CPM) schedule diagram plus three copies of computer reports and the narrative for the first thirty (30) days of all the contract activities	One (1)Electronic copy/Three (3)Hard Copies, see G.15.	20 days from the date of the Notice to Proceed
A complete CPM schedule and narrative for all the contract activities and three (3) copies of computer printout.	One (1)Electronic copy/Three (3) Hard Copies	10 days from the date of the Notice to Proceed
Complete list of all samples, catalogue cuts and shop drawings required to be submitted.	Submit four (4) hard copies (See G.38.2 for Scheduling Software Requirement)	30 days from the date of the Notice to Proceed
Shop drawings (Section H.5.4, H.5.5)	Submit one electronic copy via PROLOG, six (6) hard copies of each drawing and one (1) electronic PDF set, emailed.	After final approval of submitted shop drawings has been made
Samples and catalogue cuts (H.5.6)	Submit the required catalogue cuts in six (6) sets.	As requested by COTR per Section H.5.6

Written notification of completion	Submit one (1) electronic copy and three (3) hard copies to COTR	At least fourteen (14) days in advance of final inspection
Preliminary As-Built Drawings	Two (2) copies of preliminary as-built drawings	At the time of final inspection
Final As-Built Drawings	Reproducible and two (2) copies. (See Section 36.5.5)	10 days from the date of the Notice to Proceed

- F.2.6** The Contractor shall submit to the District, as a deliverable, the report described in section G.37 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, pursuant to Section G.37.5 as part of the deliverables, final payment to the Contractor may be withheld.
- F.2.7** After final inspection, the Contractor shall provide a punch list and report of corrections as specified in Section E.3.2.

SECTION G: CONTRACT ADMINISTRATION**G.1 INVOICE PAYMENT:**

G.1.1 The District will make monthly payments to the Contractor, upon the submission of proper invoices, as described in Section G.2 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.

G.1.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL:

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

G.2.2 To constitute a proper invoice, the Contractor shall include the following information on the invoice:

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

G.2.2.2 Contract number, page 1, block 4 and purchase order number page 1, block 5 of this Solicitation cover sheet. The Contractor shall assign an invoice number;

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

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

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

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

G.2.2.7 Name, title, phone number and mailing address of person, if different from the person identified in G.9, to be notified in the event of a defective invoice;
and

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section G.37.5.
- G.3.2** The District shall not make final payment to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 METHOD OF PAYMENT:

- G.4.1** The District will utilize the progress payment method under this contract, and will make progress payments when all of the following conditions are satisfied:
- G.4.1.1** The portion of the service provided by the Contractor is accepted by the District;
 - G.4.1.2** The work on the specific contract activity as identified in the approved CPM Schedule, for which the progress payment is requested, is 100 % complete; and
 - G.4.1.3** The Contractor submits the invoice as described in G.2 for the progress payment.
- G.4.2** The COTR will furnish to the Contractor, the following forms:
- G.4.2.1** Summary of Progress Payment Breakdown Form;
 - G.4.2.2** Progress Payment Request Form; and
 - G.4.2.3** Schedule of Values Form.
- G.4.3** The Contractor shall prepare and deliver to the COTR for approval:
- G.4.3.1** Original and a copy of completed Summary of Progress Payment Breakdown Form (provided by COTR) within fourteen (14) days after issuance of written NTP and prior to submission of first progress payment request. This detailed estimate of costs shall include a breakdown of costs for all items of work that will be performed under the contract with total amount equal to the lump sum offer price under Section B.4.
 - G.4.3.2** Original and a copy of the signed (by the authorized representative of the Contractor) Progress Payment Request Form on or before the twenty-fifth (25th) day of each month during progress of the work. The 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.

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

G.4.4 Materials and equipment payments:

G.4.4.1 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.

G.4.4.2 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:

G.4.4.2.1 A certified statement giving the exact location of the materials or equipment, that such material or equipment is properly stored and protected meeting the approval of 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.

G.4.4.2.2 A valid invoice or bill of sale indicating the unit quantity, description of the material or equipment and its costs as defined in Section G.4.4.1 and G.4.4.2.

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

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

G.4.5.1 The District will not make any additional payments until the final CPM schedule is approved by COTR.

G.4.5.2 The District will not make progress payments for all other activities until the final CPM schedule is approved and distributed by the COTR.

G.4.6 The COTR will use the CPM Schedule approved and updated as provided in subsection G.15 as the basis upon which to estimate successive progress payments to be made.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS:

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

“Pursuant to the instrument of assignment dated _____, make payment of this invoice to (name and address of assignee).”

G.6 THE QUICK PAYMENT CLAUSE:**G.6.1 Interest Penalties to Contractors**

G.6.1.1 The 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.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this 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.6.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

 - 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.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
- G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.6.3 Subcontract Requirements

- G.6.3.1** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.7 CHIEF CONTRACTING OFFICER (CCO):

In accordance with 27 DCMR 4702.1 contracts may be entered into and signed on behalf of the District Government only by the CCO. The address and telephone number of the CCO is:

Brian J. Hanlon
Acting Director
DGS
2000 14th Street, N.W. - 8th Floor
Washington, D.C. 20009
Telephone: (202) 727-2800
E-mail: Brian.Hanlon@dc.gov

G.8 AUTHORIZED CHANGES BY THE CCO:

- G.8.1** 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 CO is the only person authorized to approve changes to any of the requirements of the contract.

- G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, 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.

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR):

- G.9.1** The COTR is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The COTR 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 CO and/or in the contract. These include:
 - G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
 - G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;
 - G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;
 - G.9.1.4** 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
 - G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.9.2** The address and telephone number of the COTR is:

Maurice Dunn
Project Manager
DGS, Construction Division
2000 14th Street, N.W., 8th Floor
Washington, D. C. 20009
Telephone: (202) 671-2322
Fax: (202) 672-0648
E-mail: maurice.dunn@dc.gov

G.9.3 The COTR shall NOT have the authority to:

- G.9.3.1** Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
- G.9.3.2** Grant deviations from or waive any of the terms and conditions of the contract;
- G.9.3.3** Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract;
- G.9.3.4** Authorize the expenditure of funds by the Contractor;
- G.9.3.5** Change the period of performance; or
- G.9.3.6** Authorize the use of District property, except as specified under the contract.

G.9.4 Contractor shall be held fully responsible for any changes not authorized in advance, in writing, by the CO, and may be denied compensation or other relief for any additional work performed that is not authorized by the CO in writing. In addition, Contractor may also be required at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.10 **STOPPAGE OF WORK:**

If the Contractor fails to abide by any, or all, of the provisions of the contract, the CO reserves the right, by written notification to the Contractor, to stop all the work, or any portion thereof, affected by the Contractor's failure to comply with the contract requirements. This stoppage will remain in effect until the Contractor has taken action to meet the contract requirements, or any separable part thereof, and the CO notifies the Contractor in writing that work may resume. Stoppage of all part of the work by the CO pursuant to this Section G.10 notwithstanding, the 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 Use with Specifications for District of Columbia Construction Projects Revised March 2011.

G.11 SUBCONTRACTS:

G.11.1 Nothing contained in the contract shall be construed as creating any contractual relationship between any subcontractor and the Government of the District of Columbia.

G.11.1.1 The divisions or sections of the Construction Documents are not intended to control the Contractor in dividing the work among the subcontractors or to limit the work performed by any trade.

G.11.1.2 The Contractor shall be as fully responsible to the 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.

G.11.1.3 The Contractor shall coordinate the trades, subcontractor and material persons engaged upon his work.

G.11.1.4 The Contractor shall, without additional expense to the Government of the District of Columbia, utilize the services of specialty subcontractor for those parts of the work which the Contract specifies are to be performed by specialty subcontractors.

G.11.1.5 The Government of the District of Columbia will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.

G.11.2 The Contractor shall not subcontract any portion of the contract except with the prior written consent of the CO, or his authorized representatives, and such consent, when given, shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Request(s) for permission to subcontract any portion of the contract shall be in writing and accompanied by: (a) a showing that the organization which will perform the work is particularly experienced and equipped for such work, and (b) an assurance by the Contractor that the Labor Standards Provisions set forth in this contract shall apply to labor performed on all work encompassed by the request(s). The request(s) also shall provide the following information:

G.11.2.1 Subcontractors name, address, telephone number, and Federal Social Security Number used on the Employers Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

G.11.2.2 Estimated dollar amount of the subcontract.

G.11.2.3 Estimated starting and completion dates of the subcontract.

G.11.2.4 The subcontractor approval request form included herein should be used to request approval of subcontractor on this project. The form should be completed for each subcontractor requested for approval and submitted to the CO. Copies of these forms are available upon request from the COTR.

G.11.3 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.

G.12 USE OF PREMISES:

G.12.1 Work shall be generally performed during normal business work hours of 6:30 a.m. to 3:30 p.m., Monday through Friday, except otherwise allowed by District. Work hours include set and clean up period. If the Contractor considers it necessary to perform any work after the regular working hours or on Saturdays, Sundays or legal holidays, the Contractor shall perform this work without any additional expense to the Government of the District of Columbia.

G.12.2 The Contractor shall use only such entrances and exits to the work area as designated by the COTR. Contractor's movement may be restricted by facility activities.

G.12.3 Once the construction work is started, the Contractor shall complete the work as rapidly as possible and without unnecessary delay.

G.12.4 The Contractor shall occupy only such portions of the premises as required for proper execution of scheduled phase of the contract.

G.12.5 The Contractor shall perform all the work in such a manner as to cause minimum annoyance or noises and disturbances to safety and security of facility occupants and of adjacent premises and interference with normal traffic.

G.12.6 The Contractor shall keep gates locked to maintain security into work area dictated by the existing job conditions of such nature as to prevent:

G.12.6.1 Entry of work areas by unauthorized persons;

G.12.6.2 Removal of Government property and supplies.

G.12.7 The Contractor shall not load or permit the loading of any part of any structure to such an extent as to endanger its safety.

G.13 PATENTS:

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

G.14 SAFETY PRECAUTIONS:

G.14.1 The Contractor shall perform all site, plant and construction work in strict accordance with the Safety Standards of the District 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 § 32-1101 et seq. and 1-620.01 et seq.

G.14.1.1 The Contractor or his representative shall be thoroughly familiar with these standards and have copies of same available at the project site at all times.

G.14.1.2 Operators of explosive-actuated tools shall have a training certificate, as required by the Safety Code, in their possession.

G.14.1.3 The Contractor shall be responsible for providing and installing adequate temporary shoring or bracing for all walls, slabs and like constructions until such items attain their design, strength, and stability.

G.14.2 The Government, its officers, agents, servants, and employees shall not be held liable for any property damages or physical harm resulting from inadequate protection by the Contractor.

G.14.3 Prior to execution of shoring and/or bracing, the Contractor shall submit details and calculations for shoring and/or bracing designs for the COTR's review and concurrence.

G.14.4 The Contractor shall exercise special precautions to prevent use of or access to the Contractor's materials, equipment or tools and entry into the Contractor's work areas by non-authorized personnel.

G.14.4.1 A Contractor's attendant shall be present at all times when bituminous kettles are in operation to prevent the public from coming in contact with the kettles.

G.14.4.2 The Contractor shall remove each kettle as soon as its use is complete.

G.14.5 The Contractor shall chute or hoist to the ground any and all the materials being removed from the roof areas or any upper floor.

G.14.6 The Contractor shall not permit any live wires to be left exposed and unguarded, including open panel boards.

G.14.7 The Contractor shall cover all open trenches during hours when work is not being executed, as required for protection of the public.

G.15 PROGRESS SCHEDULE:

G.15.1 The Contractor shall submit to the COTR not later than seven (5) days from the date specified in the NTP, one (1) reproducible print plus three (3) copies of an initial Critical Path Method (CPM) schedule diagram plus three copies of computer reports and the narrative for the first thirty (30) days of all the contract activities. Within thirty (10) days from the date specified in the NTP, the Contractor shall submit one (1) reproducible print plus three (3) copies of a complete CPM schedule and narrative for all the contract activities and three copies of computer printout. The Contractor shall submit all the CPM schedules and reports for approval by the COTR, and all schedules and reports must conform to the following minimum requirements (see G.38.2 for Scheduling Software requirement):

G.15.1.1 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, delivery of material and equipment to the job site, and all items required for closeout, including submission of 50% Operations and Maintenance Manuals, training, and submission of As-Built Drawings.

G.15.2 The Contractor shall include in each CPM schedule the following details and format:

G.15.2.1 Time scaled in workdays, CPM Network (arrow) diagram with each work activity showing price of the work activity 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.

G.15.2.2 Each field work activity shall have a maximum duration of 20 workdays.

G.15.2.3 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 price of the work activity shall equal the total amount of the contract award.

G.15.2.4 All computer reports shall include 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.

G.15.3 Monthly Progress Updates and Reports:

G.15.3.1 The Contractor shall submit monthly update by the 25th of each month and the same shall include a narrative and three copies of 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.

G.15.3.2 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.

G.15.3.3 The Contractor shall provide record of all available float time for the activities on the schedule.

G.15.4 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 CO, the Contractor shall incorporate the extension in the next monthly update.

G.16 GUARANTEE OF WORK:

G.16.1 The Contractor guarantees, for a period of one (1) year after date of acceptance for occupancy as established in the 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.

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

G.16.3 Upon the Contractor's failure to proceed promptly to comply with the terms of any guarantee under the contract or still running upon work originally executed by other Contractors, the District of Columbia may (1) either have such work performed as the CO deems necessary to fulfill such guarantee, or (2) allow all such damaged or defective work to remain in such unsatisfactory condition; provided that the Contractor shall promptly pay the District of Columbia the sum estimated by the CO under the provision of paragraph G.16.2 above to represent the amount which would have been necessary to expend to fulfill such guarantee. Everything done in the fulfillment of any guarantee shall be without additional expense to the Government of the District of Columbia.

G.17 PROTECTION:

G.17.1 The Contractor shall protect existing public and private property including but not limited to sidewalks, pavements, landscaping, from damage using methods approved by 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.

G.17.2 The 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.

G.17.3 Nothing contained in the Construction Documents and DGS Work Statement 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:

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

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

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

G.17.4 Watchperson:

G.17.4.1 The Contractor shall employ watchpersons to safeguard the site. The word watchperson means a person, or persons, assigned to be present at all times while the Contractor's employees are on site to control access to and from the secured work area.

G.17.5 Lights:

G.17.5.1 Illumination of the worksite during non-daylight hours is required of the Contractor at the Contractor's expense.

G.18 UNDERGROUND SERVICES:

G.18.1 ACTIVE: The District has made its best efforts to show all active services on the contract Construction Documents. 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 Construction Documents, the Contractor shall make the required adjustments. Any change under Section G.18.1 shall be subject to Article 3, Changes of the General Provisions.

G.19 EXISTING CONDITIONS:

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

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

G.20 OPERATION AND MAINTENANCE INSTRUCTIONS:

G.20.1 Prior to final acceptance of the project, the Contractor shall submit to the COTR two (2) hard copies and (2) electronic copies, in digital compact disk (CD) format, of operation manuals or instruction manuals for each piece of equipment, mechanical or electrical system.

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

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

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

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

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

G.20.7 The Contractor shall submit a Draft of the Operations and Maintenance manuals, including likely warranties and guarantees, training manuals at sixty (60) days before the scheduled completion date of the construction.

G.20.8 The Manuals for the Draft Submission and the Final Submission shall be issued in digital compact disk (CD) format as well as hard bound manuals.

G.21 EROSION AND POLLUTION CONTROL:

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

G.21.2 The Contractor shall take such measures, as determined to be adequate in the opinion of the CO, which will prevent soil erosion from the site in question.

G.21.3 The Contractor shall conduct all operations in such a manner as to prevent when possible and otherwise minimize the contamination of watercourses by sediment bearing materials or other pollutants.

G.21.4 The Contractor shall maintain effective erosion control for the duration of any suspension of all or a portion of the construction operation.

G.22 GOVERNMENT INSPECTORS:

G.22.1 The Contractor shall perform work under the general direction of the COTR and is subject to inspection by his/her appointed Inspector 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 CO.

G.22.2 The Contractor shall not be relieved from compliance with material and workmanship requirements of the contract by the presence of or absence of an Inspector.

G.23 DGS CONSTRUCTION DOCUMENTS:

G.23.1 Pursuant to Article 2 of the General Provisions, Standard Contract Provisions for Construction Projects, the general character and scope of the work are illustrated by the Construction Documents listed in Section C, included herein as Attachments J.1. Any additional detail Construction Documents and other information deemed necessary by the CO will be furnished to the Contractor when and as required by the work.

G.23.2 Where on any of the Construction Documents, a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to those portions indicated in the outline.

G.23.3 Where similar work occurs in the Construction Documents, the Contractor shall interpret the same in its general sense and not as meaning identical. The Contractor shall work out all the details in relation to their location and their connection with other parts of the work.

G.23.4 In case of differences between the schedules and small or large scale Construction Documents, the schedules shall govern.

G.23.5 In cases of differences between the Construction Documents and standards the Construction Documents shall govern.

G.24 REFERENCE TO CODES AND REGULATIONS:

G.24.1 Where the District of Columbia codes and regulations and other codes and regulations are referred to in these Construction Documents, they are minimum requirements.

G.24.2 Where the requirements of these Construction Documents exceed the referred requirements of the codes and regulations, these Construction Documents shall govern.

G.24.3 Requirements of codes and regulations shall include revisions, amendments and supplements thereto in effect on the closing date of the RFP. The RFP will be amended to conform it to such code and regulation changes that occur after the closing date.

G.25 SINGULAR OR PLURAL NUMBERS:

Where any device or part of equipment is herein referred to in the Construction Documents 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 Construction Documents.

G.26 ENGINEERING AND LAYOUT SERVICES:

G.26.1 The Contractor shall provide competent engineering services to execute the work in accordance with the contract requirements. The Contractor shall verify the figures shown on the Construction Documents before undertaking any construction work and shall be responsible for the accuracy of the finished work.

G.26.2 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 offer.

G.26.3 The Contractor shall make no change in locations without the written approval of the CO.

G.27 BUILDING LINES AND BATTER BOARDS (NOT APPLICABLE):

G.28 WALL CHECK:

G.28.1 After foundations are in place and walls have been defined, but before additional construction and work is effected, the Contractor shall cause a wall check to be made by the same registered professional surveyor who established the building lines and property lines.

G.28.2 The Contractor shall obtain certification by the D.C. Surveyor's Office of the location of the foundation walls by submitting his registered professional surveyor's certification prior to proceeding with construction.

G.29 INTERFERENCE:

(Mechanical Equipment, Piping, Ducts and Electric Conduits)

G.29.1 The Contractor shall coordinate all mechanical and electrical work associated with the separate sections of the Construction Document with work of all other trades so as to avoid any interference with installation of pipes, ducts and conduits.

G.29.1.1 The sizes and locations of the pipes, ducts, electrical conduits and the method of running them are shown on the Construction Documents, 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