

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

G.16.4.1 Guarantee heating and air conditioning equipment, except expendable components such as filters, for four (4) full operating seasons or the equivalent thereof against all conditions except vandalism or improper maintenance.

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 drawings and DGS 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:

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 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. Any change under Section G.18.1 shall be subject to Article 3, Changes of the General Provisions.

G.18.2 INACTIVE OR ABANDONED: If, during execution of work, the Contractor encounters inactive or abandoned services not shown or specified, the Contractor shall notify the CO as set forth in Article 4, Section 1, of the General Provisions of the Standard Contract Provisions.

G.19 EXISTING CONDITIONS:

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

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

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

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

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

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

G.23.5 In cases of differences between the specifications and standards, and in cases of differences between drawings and the specifications, the specifications shall govern.

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

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

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

G.24.3 Requirements of codes and regulations shall include revisions, amendments and supplements thereto in effect on the closing date of the 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 specifications or on the drawings in the singular or plural number, such reference shall be deemed to apply to as many such devices as are required to complete the installation as shown on the drawings.

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

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

G.26.2 The 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:**

G.27.1 Prior to commencing construction, the Contractor shall obtain a plat of computations from the D.C. Surveyor's Office to ascertain official reference points from which the property survey can be made.

G.27.1.1 The Contractor shall establish and have platted on site, all building lines, building restriction lines and property lines shown on drawings, utilizing the service of a registered professional surveyor regularly engaged in such practice.

G.27.1.2 The Contractor shall also establish critical grade and boundaries for construction of facilities where distance measurements are important, utilizing the service of a registered professional surveyor.

G.27.1.3 Within ten (10) working days of receiving the plat of computations, the Contractor shall submit to the COTR two (2) copies of plat showing such lines and grades with a registered professional surveyor's certification of their correctness.

G.28 WALL CHECK:

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

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

G.29 INTERFERENCE:

(Mechanical Equipment, Piping, Ducts and Electric Conduits)

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

G.29.1.1 The sizes and locations of the pipes, ducts, electrical conduits and the method of running them are shown on the drawings, but it is not intended to show every offset and fittings or every architectural or structural obstacle that will be encountered during the installation of the work. The Contractor shall modify alignment of pipes, ducts and conduits from that shown on the contract drawings, where necessary, without any additional costs to the District.

G.29.1.2 The Contractor shall furnish such materials and labor, as necessary, to make the piping, ducts and conduit modifications as required, due to building obstructions and to complete the installation in accordance with best practice of the trades and to the satisfaction of the COTR.

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

G.31 PHOTOGRAPHS:

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

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

G.31.2.1 Taken as directed by the COTR.

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

G.31.2.2.1 Name of project and Contractor;

G.31.2.2.2 Location of photographs in relation to project;

G.31.2.2.3 Subject matter shown on photographs identified;

G.31.2.2.4 Dates taken; and

G.31.2.2.5 Serial numbers.

G.31.2.3 Submitted to the COTR each month.

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

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

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

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

G.31.3.3.1 Name of project; and

G.31.3.3.2 View shown on photograph.

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

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

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

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

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

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

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

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

G.32.3 EQUITABLE ADJUSTMENTS - Equitable adjustments shall be determined in the following manner, unless otherwise specifically stated in the contract.

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

2. **Price Adjustments**

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

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

- i. Material quantities and unit prices
- ii. Labor hours and basic hourly rate for each labor classification

- iii. Fringe benefits rate for each classification
 - iv. Construction equipment
 - v. Overhead
 - vi. Profit
 - vii. Commission
 - viii.FICA, FUTA and DUTA (applied in basic hourly wage costs).
3. The Contractor shall furnish substantiation of fringe benefits, workmen compensation, FICA, DUTA, FUTA and State unemployment taxes at the request of the District.
 4. The percentage for overhead, profit and commission to be allowed shall in no case exceed the following and shall be considered to include, but not limited to, insurance, other than mentioned herein, field and office supervisor and assistants above the level of foreman, incidental job burdens and general office expense, including field and home office. No percentage for overhead and profit will be allowed on FICA (Social Security), FUTA (Federal Unemployment and DUTA (District Unemployment) taxes:

	Overhead	Profit	Commission
1. To Contractor on work performed by other than his/her own forces.	Not applicable (N/A)	(N/A)	10% of value of work performed
2. To Contractor and/or Subcontractor for that portion of work performed by their respective forces.	10%	10%	(N/A)
3. From Contractor on deleted work to have been performed by other than his/her own forces.	(N/A)	(N/A)	5% of value of deleted work
4. From Contractor or Subcontractor on deleted work to have been performed by his/her own forces.	(N/A)	(N/A)	5% of value of deleted work

5. When a change consists of both added work and deleted work, the applicable percentage shall be applied to the net cost or credit.
6. Where more than one tier of subcontractors exists, they shall be treated as one subcontractor for purposes of markups. That is, only one overhead and one profit percentage for the subcontractors and one commission percentage for the prime Contractor shall be applied to actual cost of work performed regardless of the number of tiers of subcontractors.
7. Changes in the period of performance: Where a change affects the time required for the performance of the contract, the Contractor shall describe in detail “cause and effect relationship” and how such change affects the specific contract work activities, current critical path, overall performance or work, concurrency with other

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

8. The changes in the contract period of performance, if any, resulting from change order work will be calculated in the following manner:
 - a. New durations for work activities affected by the change order will be incorporated into the next computer printout. Time extensions will be directly based on the extent to which the contract completion date is hereby extended.
 - b. Should new work activities be required to supplement existing activities, they will be incorporated into the computer printout to verify total effect, if any, on the contract completion date.
 - c. Every attempt will be made to reach an agreement between the Contractor and the COTR on the number of days by which activity duration will be extended. Should an agreement not be reached within fifteen (15) days after Contractor receives the directive, the COTR will assign a reasonable duration to be used in determination of job progress.

G.32.4 If performance of the work is delayed by any of the causes specified in Article 5 of the General Provisions, TERMINATION-DELAYS, of Government of the Standard Contract Provisions for Use with Specifications for District of Columbia Construction Projects Revised march 2011, a contract time extension may be justified.

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

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

G.32.4.1.2 Inclusive dates of each delay;

G.32.4.1.3 Specific trades affected;

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

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

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

G.32.3.1.7 Net effect of each delay under this request, on the overall contract completion; and

G.32.4.1.8 In the case of late delivery of materials and/or equipment, back up date, correspondence and documentation should include but not be

limited to the following: establishment that prior to ordering there was a reasonable assurance of timely supply; copies of each purchase order establishing the dates of procurement, invoices, delivery receipts and the like showing shipping or delivery dates; and copy of correspondence showing diligent attempts to follow ups to obtain materials when critically needed from other sources.

- G.32.4.2** All documentation should demonstrate that any delay was unforeseeable and without the fault or negligence of the Contractor, subcontractor or supplier involved. The Contractor will be entitled only to the additional number of days the project is delayed which is not concurrent with another delay for which a time extension has been granted or for which a valid request has been submitted.
- G.32.4.3** In case of delays due to strikes, documentation shall include evidence of when and what trades struck, with reasons for the strike, prompt submittal of notice when the strike was ended and the date thereof, analysis of the effect of the strike on the completion of the contract work.
- G.32.4.4** In case of delays due to unusually severe weather, documentation shall include daily temperature and precipitation records for each period of delay involved and explanation of delaying effect, including number of days that the construction activities on the current critical path at the time were actually delayed, including any extended impact, beyond the normal anticipated days of delay due to the weather conditions.

G.32.5 COST AND PRICING DATA (applicable to a Change Order or Modification):

- G.32.5.1** Unless otherwise provided in the solicitation, the Contractor shall, before negotiating any price adjustments pursuant to a change order or modification, submit cost or pricing data and certification that, to the best of the Contractor's knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of the date of negotiation of the change order or modification.
- G.32.5.2** If any price, including profit or fee, negotiated in connection with any change order or contract modification, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified by the Contractor, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified by the Contractor, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.
- G.32.5.3** Cost or pricing data includes all facts as of the time of price agreement that prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or pricing data are factual, not judgmental, and are therefore verifiable. While they do not indicate the accuracy of the prospective Contractor's judgment about estimated future costs or projections, cost or pricing data do include the data forming the basis for that judgment. Cost or pricing data

are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred.

- G.32.5.4** The following specific information should be included as cost or pricing data, as applicable:
- G.32.5.4.1** Vendor quotations;
 - G.32.5.4.2** Nonrecurring costs;
 - G.32.5.4.3** Information on changes in production methods or purchasing volume;
 - G.32.5.4.4** Data supporting projections of business prospects and objectives and related operations costs;
 - G.32.5.4.5** Unit cost trends such as those associated with labor efficiency;
 - G.32.5.4.6** Make or buy decisions;
 - G.32.5.4.7** Estimated resources to attain business goals;
 - G.32.5.4.8** Information on management decisions that could have a significant bearing on costs.
- G.32.5.5** If the Contractor is required to submit cost or pricing data in connection with pricing any change order or modification of this contract, the CO or representatives of the CO shall have the right to examine all books, records, documents and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the change order or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. Contractor shall make available at its office at all reasonable times the materials described above for examination, audit, or reproduction until three years after the later of:
- G.32.5.5.1** final payment under the contract;
 - G.32.5.5.2** final termination settlement; or
 - G.32.5.5.3** the final disposition of any appeals under the disputes clause or of litigation or the settlement of claims arising under or relating to the contract.

G.33 SCAFFOLDING:

G.33.1 The Contractor shall erect adequate scaffolds as required to perform the work in accordance with the Safety Code of the DC Minimum Wage and Industrial Safety Board and so that the work may be inspected by COTR.

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

G.33.3 The COTR will inspect the work upon the Contractor's advising of completion of contract requirements, and the Contractor shall promptly remove the scaffolding upon acceptance of the work.

G.33.4 Wherever possible, the Contractor shall use swinging scaffolds for exterior work under this contract.

G.33.5 Where swinging scaffolds are not practicable, the Contractor will be permitted to use other types of scaffolds provided:

G.33.5.1 The Contractor shall prepare a list of areas and give the types of scaffold(s) he will use for each area.

G.33.5.2 The list shall be submitted not later than ten (10) calendar days after the contract is awarded.

G.34 EXISTING EQUIPMENT REMAINING IN USE:

G.34.1 During the contract term, District personnel will maintain any existing equipment that remains temporarily operational.

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

G.35 TESTING AND CARE OF DRAINAGE FACILITIES:

G.35.1 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:

G.35.1.1 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 $\frac{3}{4}$ inch inside diameter garden hose without a nozzle and full pressure from an existing hose cock.

G.35.1.2 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.

G.35.1.3 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.

G.35.1.4 In addition to before and after tests specified in subparagraphs G.35.1 and G.35.4 of this section, the Contractor shall execute tests on new installations in accordance with the plumbing section of these DGS Specifications.

G.35.2 All testing shall be performed in the presence of the Project Inspector and COTR and DOC security staff. The Contractor shall notify the COTR seven (7) working days in advance of the testing.

G.35.3 The Contractor shall promptly notify the COTR in writing of any existing drain lines found to be deficient. The CO 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.

G.35.4 Subsequent to proof of line clearance, the Contractor shall maintain 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 G.35.1.1 and G.35.1.3.

G.36 AS-BUILT DRAWINGS:

G.36.1 General: The Contractor shall, upon completion of all work under this contract, prepare and furnish to the COTR, as specified herein, as-built drawings. The as-built drawings shall be a record of the construction as installed and completed by the Contractor. They shall include all the information shown on the contract set of drawings, and all deviations, modifications, or changes from those drawings, however minor, which were incorporated in the work, including all additional work not appearing on the contract drawings, and all changes which are made after any final inspection of the contract work. In the event the Contractor accomplished additional work which changes the as-built conditions of the facility after submission of the final as-built drawings, the Contractor shall furnish revised or additional drawings as required to depict final as-built conditions. The requirements for these additional drawings will be the same as for the as-built drawings specified in this paragraph.

G.36.2 Preliminary As-Built Drawings: The Contractor shall maintain at the work site a full size set of contract drawings for depicting a daily record of as-built conditions. The drawings shall be maintained in a current condition at all times during the entire contract period and shall be readily available for review by the COTR at all times. These drawing shall be updated daily by the Contractor showing all changes from the contract plan which are made in the work, or additional information which might be uncovered in the course of construction. The Contractor shall record this information on the prints accurately and neatly by means of details and notes. The As-Built Drawings shall show, but not be limited to, the following details:

G.36.2.1 The location and description of any utility lines or other installations of any kind or description known to exist within the construction area. The location includes dimensions of permanent features.

G.36.2.2 The location and dimension of any changes within the building or structure, and the accurate location and dimension of all underground utilities and facilities.

G.36.2.3 Correct grade or alignment of roads, structures, or utilities if any changes were made from contract plans.

G.36.2.4 Correct elevations if changes were made in site grading.

- G.36.2.5** Changes in details of design or additional information obtained from working drawing specified to be prepared or furnished by the Contractor, including but not limited to fabrication, erection, installation and placing details, pipe sizes, insulation material, and dimension of equipment foundations.
- G.36.2.6** The topography and grades of all drainage installed or affected as part of the project construction.
- G.36.2.7** All changes or modifications of the original design that result from final inspection.
- G.36.2.8** Where Contract Drawing or Specifications allow options, only the option actually used in the construction shall be shown on the as-built drawings. The option not used shall be deleted.
- G.36.3 Submittals of As-Built Drawings:** The Contractor shall submit to COTR for review and approval all as-built drawings using the following procedure:
- G.36.3.1** Deliver two (2) copies of the preliminary as-built marked prints to the COTR at the time of final inspection of each facility for review and approval.
- G.36.3.2** If upon review of the preliminary as-built drawings, the COTR finds errors or omissions, the COTR will return the drawings to the Contractor for corrections. The Contractor shall complete the corrections and return the drawings to the COTR within ten (10) calendar days.
- G.36.3.3** After approval, the COTR will return one (1) copy of the as-built marked up print, along with the original contract Mylar to the Contractor for use in preparation of the final as-built drawings.
- G.36.3.4** The Contractor shall incorporate the information from the approved preliminary as-built drawings into the final as-built mylar in a neat, accurate and professional manner and deliver the same to the COTR.
- G.36.4 Draftsmanship:** The Contractor shall employ only personnel proficient in the preparation of engineering drawings to standard, who are satisfactory and acceptable to the COTR, to modify or prepare drawing in Computerized Aided Drafting and Design (CADD). Hand drafted additions and corrections the Contractor makes to the contract documents shall be neat, clean, and legible and red-line mark ups shall be neat, clean and legible; where possible, shall match the adjacent existing line work or lettering, annotated in type, density, size and style.
- G.36.5 Final As-Built Drawings:** The Contractor shall letter or stamp the final revisions to the as-built drawings with the words "RECORD DRAWING" in letters at least 3/8 inch high placed above the title block, if space permits; if not, below the title block between the border and the trim line. The date of completion and the words "REVISED AS-BUILT" shall be placed in the revision block above the latest existing revision notation. The COTR will not permit markings on the reverse side of the drawings. The Contractor shall use the following details for labeling, sizing and formatting the drawings:
- G.36.5.1** Title block to be used for any new as-built drawings shall be similar to that used on the original drawings.
- G.36.5.2** New or added drawings shall be full size to match the overall dimensions of the Government supplied Mylar.

G.36.5.3 The COTR will review any final as-built drawings for accuracy and conformance to the drafting standard and other requirement contained in this and other sections. The Contractor shall make all corrections, changes, additions, and deletions required to meet these standards.

G.36.5.4 The Contractor shall complete and return the final as-built record drawings (Mylar) and return the same to the COTR within sixty (60) calendar days after the final inspection of the facility to which the drawings apply, unless additional time is granted by the COTR.

G.36.5.5 If the District furnishes the original contract drawings in digital format the Contractor shall submit the as-built drawings on CD (3 copies) using the latest version of AutoCAD and provide prints in PDF format.

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

G.37.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 et seq. (“First Source Act”).

G.37.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, J.7, in which the Contractor shall agree that:

G.37.2.1 The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and

G.37.2.2 The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

G.37.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”), verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

G.37.3.1 Number of employees needed;

G.37.3.2 Number of current employees transferred;

G.37.3.3 Number of new job openings created;

G.37.3.4 Number of job openings listed with DOES;

G.37.3.5 Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and

G.37.3.6 Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including;

- a. Name;
- b. Social Security number;
- c. Job title;
- d. Hire date;
- e. Residence; and
- f. Referral source for all new hires.

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

G.37.5 With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

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

G.37.5.2 Submit a request to the CO for a waiver of compliance with section G.36.4 and include the following documentation:

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

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

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

G.37.5.2.4 Any documentation supporting the waiver request pursuant to section G.36.6.

G.37.6 The CO may waive the provisions of section G.36.3 if the CO finds that:

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

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

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

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

G.37.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to sections G.36.3 and G.36.5, the CO shall determine whether the Contractor is in compliance with section G.36.3 or whether a waiver of compliance pursuant to section G.36.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the CFO and the COTR.

G.37.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section G.36.3, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the CO pursuant to this section G.36.6.

G.38 SOFTWARE REQUIREMENTS:

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

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