

Attachment K
Standard Contract Provisions

District of Columbia Department of General Services Standard Contract Provisions

GENERAL Construction Contract

ARTICLE 1. DEFINITIONS

- A. Government as used herein means the District of Columbia Department of General Services DCS that is a party to a contract
- B. Executive as used herein means the elected head of the Government as set forth in Public Law 101-508 dated December 22, 1988 Title 5 Part 239 Section 239.101 or relevant local law
- C. Contracting Officer as used herein means the Government official authorized to execute and administer the contract on behalf of the Government Within DCS the Director is the Chief Contracting Officer The Director may make delegations of procurement authority to additional contracting officers within DCS
- D. Contract Documents or Contract as used herein means Addenda Contract Form Standard Contract Provisions Instructions to Bidders General Provisions Labor Provisions Performance and Payment Bonds Specifications Special Provisions Contract Drawings approved written Change Orders and Agreements required to acceptably complete the contract including authorized extensions thereof

ARTICLE 2. DRAWINGS AND SPECIFICATIONS 2.1 The Contractor shall keep on the work site a copy of contract drawings and specifications and shall at all times give the Contracting Officer access thereto Anythin mentioned in the specifications and not shown on the contract drawings or shown on the contract drawings and not mentioned in the specifications shall be of like effect as if shown or mentioned in both

There shall be no change orders or equitable adjustments for work related to items appearing in either the contract drawing or specifications

All contract requirements are equally binding Each contract requirement whether or not omitted elsewhere in the contract is binding as though occurring in any or all parts of the contract in case of discrepancy

1. The Contracting Officer shall be promptly notified in writing of any error discrepancy or omission apparent or otherwise
2. Applicable Federal State and Municipal Code requirements have priority over the contract form General Provisions Change Orders Addenda Contract Drawings Special Provisions and Specifications
3. The contract form Standard Contract Provisions General Provisions and Labor Provisions have priority over Change Orders Addenda Contract Drawings Special Provisions and Specifications
4. Change Orders have priority over Addenda Contract Drawings and Specifications
5. Addenda have priority over Contract Drawings Special Provisions and Specifications a later dated addendum has priority over earlier dated addenda
6. Special Provisions have priority over Contract Drawings and other specifications

- Shown and indicated dimensions have priority over scaled dimensions
- Original scale drawings and details have priority over any other different scale drawings and details
- Large scale drawings and details have priority over small scale drawings and details
- Any adjustment by the contractor without a prior determination by the contracting officer shall be at his own risk and expense. The contracting officer will furnish from time to time such detail drawings and other information as he may consider necessary unless otherwise provided

ARTICLE 1. CHANGE

A. GENERAL The contracting officer may at any time without notice to the sureties by written order designated or indicated to be a change order make any change in the work within the general scope of the contract including but not limited to changes

- in the contract drawings and specifications
- in the method or manner of performance of the work
- in the government furnished facilities, equipment, materials or services or
- Directing acceleration in the performance of the work

Nothing provided in this article shall excuse the contractor from proceeding with the prosecution of the work so changed

□ Any other written order or an oral order which term as used in this Section shall include direction, instruction, interpretation, or determination from the contracting officer which causes any such change shall be treated as a change order under this article provided that the contractor gives the contracting officer written notice stating the date, circumstances and sources of the order and that the contractor regards the order as a change order

B. GENERAL Except as herein provided, no order, statement or conduct of the contracting officer shall be treated as a change under this article or entitle the contractor to an equitable adjustment hereunder if any change under this article causes an increase or decrease in the contractor's cost of or the time required for the performance of any part of the work under this contract whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly, provided however that except for claims based on defective specifications, no claim for any change under this article shall be allowed for any cost incurred more than 90 days before the contractor gives written notice as therein required unless this 90 days is extended by the contracting officer and provided further that in case of defective drawings and specifications, the equitable adjustment shall include any increased cost reasonably incurred by the contractor in attempting to comply with such defective drawings and specifications

If the contractor intends to assert a claim for an equitable adjustment under this article, he must, within 90 days after receipt of a written change order under this article or the furnishing of a written notice under this article, submit to the contracting officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the contracting officer. The statement of claim hereunder may be included in the notice under this article

With respect to the notification requirements hereunder, time is of the essence. A failure to provide timely notice constitutes waiver of the claim. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under the Contract.

4. **AG** Contract prices shall be used for change order work where work is of similar nature. No other costs, overhead or profit will be allowed.

Where contract prices are not appropriate and the nature of the change is known in advance of construction, the parties shall attempt to agree on a fully justifiable price adjustment and/or adjustment of completion time.

When contract prices are not appropriate or the parties fail to agree on equitable adjustment or in processing claims, equitable adjustment for change order work shall be per this article and article 5 and shall be based upon the breakdown shown in following subsections through 5. The Contractor shall assemble a complete cost breakdown that lists and substantiates each item of work and each item of cost.

4. **Labor** Payment will be made for direct labor cost plus indirect labor cost such as insurance, taxes, fringe benefits and welfare provided such costs are considered reasonable. Indirect costs shall be itemized and verified by receipts. If verification is not possible, up to 10 percent of direct labor costs may be allowed. In addition, up to 10 percent of direct plus indirect labor costs may be allowed for overhead and profit.
4. **Bond** Payment for additional bond cost will be made per bond rate schedule submitted to the Office of Contracting and Procurement with the executed Contract.
4. **Materials** Payment for cost of required materials will be FOB destination to the job site with an allowance for overhead and profit.
4. **Rented Equipment** Payment for required equipment rented from an outside company that is neither an affiliate of nor a subsidiary of the Contractor will be based on receipts which shall not exceed rates given in the current edition of the Rental Rate Blue Book for Construction Equipment published by Dataquest. If actual rental rates exceed manual rates, written justification shall be furnished to the Contracting Officer for consideration. No additional allowance will be made for overhead and profit. The Contractor shall submit written certification to the Contracting Officer that any required rented equipment is neither owned by nor rented from the Contractor or an affiliate of or subsidiary of the Contractor.
5. **Contractor's Equipment** Payment for required equipment owned by the Contractor or an affiliate of the Contractor will be based solely on an hourly rate derived by dividing the current appropriate monthly rate by 200 hours. No payment will be made under any circumstances for repair costs, freight and transportation charges, fuel, lubricants, insurance, any other costs and expenses, or overhead and profit. Payment for such equipment made idle by delays attributable to the Government will be based on one-half the derived hourly rate under this subsection.
4. **Miscellaneous** No additional allowance will be made for general superintendence, use of small tools and other costs for which no specific allowance is herein provided.

- **Contract** or Payment for additional necessary subcontract work will be based on applicable procedures in which total additional subcontract work up to an additional percent may be allowed for the contractor's overhead and profit

Article 1. Unusual and Unforeseen Conditions

The contractor is entitled to an equitable adjustment of the contract terms whenever the following situations develop

A. General

- During the progress of the work if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract are encountered at the site the contractor upon discovering such conditions shall promptly notify the contracting officer in writing of the specific differing conditions before they are disturbed and before the affected work is performed
- Upon written notification the contracting officer will investigate the conditions and if he/she determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract an adjustment including loss of anticipated profits will be made and the contract modified in writing accordingly. The contracting officer will notify the contractor of his/her determination whether or not an adjustment of the contract is warranted
- No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice a failure to notify the contracting officer of the changed conditions prior to work being disturbed by said conditions shall constitute a permanent waiver of all right to compensation related to the changed conditions by the contractor
- No contract adjustment will be allowed under this clause for any effects caused on unchanged work

B. Unreasonable Suspension or Delay

- If the performance of all or any portion of the work is suspended or delayed by the contracting officer in writing for an unreasonable period of time not originally anticipated customary or inherent to the construction industry and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay the contractor shall submit to the contracting officer in writing a request for equitable adjustment within seven calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment
- Upon receipt the contracting officer will evaluate the contractor's request. If the contracting officer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control or and not the fault of the contractor its suppliers or subcontractors at any approved tier and not caused by weather the contracting officer will make an adjustment including profit and modify the contract in writing accordingly. The contracting officer will notify the contractor of his/her determination whether or not an adjustment of the contract is warranted
- No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed a failure to submit a request for adjustment in the time

prescribed shall constitute waiver of all right to compensation related to the suspension of work by the contractor

- No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause or for which an adjustment is provided for or excluded under any other term of condition of this contract

1. GENERAL AGREEMENT TO CHANGES:

- The Contracting Officer reserves the right to make in writing at any time during the work such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety and the contractor agrees to perform the work as altered.
- If the alterations or changes in quantities significantly change the character of the work under the contract whether or not changed by any such different quantities or alterations, an adjustment including loss of anticipated profits will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the Contracting Officer may determine to be fair and reasonable.
- If the alterations or changes in quantities significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
- The term "significant change" shall be construed to apply only to the following circumstances:
 - a. When the character of the work as altered differs materially in kind or nature from that included or included in the original proposed construction or
 - b. When an item of work is increased in excess of 100 percent or decreased below 10 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 100 percent of original contract item quantity or in the case of a decrease below 10 percent, to the actual amount of work performed.

ARTICLE 5. MISCELLANEOUS

MISCELLANEOUS. GENERAL. Termination whether for default or convenience is not a government claim. The Contracting Officer may terminate a contract for default in whole or in part if the termination is in the best interests of the government and the contractor does any of the following:

- a. Fails to deliver the goods or complete the work or services within the time specified in the contract or any modification.
- b. Fails to make sufficient progress on contract performance so as to endanger performance of the contract within the time specified or in the manner specified in the contract.
- c. Fails or refuses to go forward with the work in accordance with the direction of the Contracting Officer.
- d. Expresses through word or conduct an intention not to complete the work in accordance with the directions of the Contracting Officer.
- e. Fails to perform any of the other provisions of the contract.
- f. Materially deviates from the representations and capabilities set forth in the contractor's response to the solicitation.

Termination for default is a final decision of a Contracting Officer. In order to contest a termination for default, the contractor must submit a certified request to convert the termination for default to a termination for convenience with all documents supporting such conversion and comply with all contract

provisions and laws relating to terminations for convenience including the submission of a certified termination for convenience settlement proposal. The submission of the certified request for conversion to a termination for convenience and certified termination settlement proposal to the Contracting Officer must occur prior to 30 days from the date of the Contracting Officer's final decision.

LA If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified in the Contract or any extension thereof or fails to complete said work within specified time, the Government may by written notice to the Contractor terminate his right to proceed with the work or such part of the work in whole or in part. In such event the Government may take over the work and prosecute the same to completion by contract or otherwise and may take possession of and utilize in completing the work such materials, appliances, and plant as may have been paid for by the Government or may be on the site of the work and necessary therefore. Whether or not the Contractor's right to proceed with the work is terminated, he and his sureties shall be liable for any liability to the Government resulting from his refusal or failure to complete the work within the specified time.

If fixed and agreed liquidated damages are provided in the Contract and if the Government does not so terminate the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed and accepted.

The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

1. The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor including but not restricted to acts of God, acts of the public enemy, acts of the Government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, climatic conditions beyond the normal which could be anticipated, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers. The term subcontractors or suppliers shall mean subcontractors or suppliers at any tier, and
2. The Contractor, within 30 hours from the beginning of any such delay, unless the Contracting Officer grants a further period of time before the date of final payment under the Contract, notifies the Contracting Officer in writing of the causes of delay.

The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment, the findings of fact justify such an extension and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in Article 14 herein.

If after notice of termination of the Contractor's right to proceed under the provisions of this Article it is determined for any reason that the Contractor was not in default under the provisions of this Article or that the delay was excusable under the provisions of this Article, the rights and obligations of the parties shall be in accordance with Article 14 herein. Failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of Article 14 herein.

The rights and remedies of the Government provided in this Article are in addition to any other rights and remedies provided by law or under the Contract.

The Government may by written notice terminate the Contract or a portion thereof as a result of an Executive Order of the President of the United States with respect to the prosecution of war or in the interest of national defense. When the Contract is so terminated, no claim for loss of anticipated profits will be permitted.

ARTICLE 14. DISPUTE RESOLUTION. GOVERNMENT MATTERS.

A. The performance of work under the contract may be terminated by the Government in accordance with this article in whole or in part whenever the Contracting Officer shall determine that such termination is in the best interest of the Government. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

1. After receipt of a Notice of Termination and except as otherwise directed by the Contracting Officer, the Contractor shall

1. Stop work under the contract on the date and to the extent specified in the Notice of Termination.

2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract as is not terminated.

3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

4. Assign to the Government in the manner, at the times, and to the extent directed by the Contracting Officer all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the Government shall have the right in its discretion to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

5. Settle all outstanding liabilities and all claims arising out of such termination of orders or subcontracts, with the approval or ratification of the Contracting Officer to the extent he may require, which approval or ratification shall be final for all purposes of this article.

1. Transfer title to the Government and deliver in the manner, at the times, and to the extent, if any, directed by the Contracting Officer

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a. The fabricated or unfabricated parts, work in progress, completed work, supplies, and other material procured as a part of or acquired in connection with the performance of the work terminated by the Notice of Termination, and

b. The completed or partially completed plans, drawings, information and other property which, if the contract had been completed, would have been required to be furnished to the Government.

1. Use his best efforts to sell, in the manner, at the terms, to the extent, and at the price or prices directed or authorized by the Contracting Officer, any property of the types referred to in above provided, however, that the Contractor

a. Shall not be required to extend credit to any purchaser, and

b. May acquire any property under the conditions prescribed and at a price or prices approved by the Contracting Officer, and

c. Provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Government to the Contractor under the contract or shall otherwise be credited to the price or cost of the work covered by the contract or paid in such other manner as the Contracting Officer may direct.

- . Complete performance of such part of the work as shall not have been terminated by the Notice of Termination
- . Take such action as may be necessary or as the Contracting Officer may direct for the protection and preservation of the property related to the Contract which is in the possession of the Contractor and in which the Government has or may acquire an interest
- . The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the cost or any item of reimbursable cost under this Article

- . Plant clearance period means for each particular property classification such as raw materials, purchased parts and work in process at any one plant or location a period beginning with the effective date of the termination for convenience and ending 90 days after receipt by the Contracting Officer of acceptable inventory schedules covering all items of that particular property classification in the termination inventory at that plant or location or ending on such later date as may be agreed to by the Contracting Officer and the Contractor. Final phase of a plant clearance period means that part of a plant clearance period which occurs after the receipt of acceptable inventory schedules covering all items of the particular property classification at the plant or location

At any time after expiration of the plant clearance period as defined above the Contractor may submit to the Contracting Officer a list certified as to quantity and quality of any or all items of termination inventory not previously disposed of exclusive of items the disposition of which has been directed or authorized by the Contracting Officer and may request the Government to remove such items or enter into a storage agreement covering them not later than 90 days thereafter the Government will accept title to such items and remove them or enter into a storage agreement covering the same provided that the list submitted shall be subject to verification by the Contracting Officer upon removal of the items or if the items are stored within 90 days from the date of submission of the list and any necessary adjustments to correct the list as submitted shall be made prior to final settlement

- . After receipt of a Notice of Termination the Contractor shall submit to the Contracting Officer his termination claim in the form with the certification prescribed by the Contracting Officer. Such claim shall be submitted promptly but in no event later than 90 days from the effective date of termination unless one or more extensions in writing are granted by the Contracting Officer upon request of the Contractor made in writing within such 90 day period or authorized extension thereof in the event the Contractor was terminated for default and it asserts that it is entitled to a termination for convenience its certified request for the conversion of the default termination to one for convenience and its certified termination settlement proposal must be submitted to the Contracting Officer prior to the expiration of 90 days from the date of the default termination. With respect to a termination for convenience if the Contracting Officer determines that the facts justify such action he may receive and act upon any such termination claim at any time after such 90 day period or extension thereof nothing herein shall be construed to extend the time for the submission of a claim hereunder for a defaulted Contractor beyond 90 days from the date of the default termination. Upon failure of the Contractor to submit his termination claim within the time allowed the Contracting Officer may subject to any review required by the Government's procedures in effect as of the date of execution of the Contract determine on the basis of information available to him the amount if any due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined
- . Subject to the provisions of § above and subject to any review required by the Government's procedures in effect as of the date of execution of the Contract the Contractor and Contracting

Contractor may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this Article which amount or amounts may include a reasonable allowance for profit on work done provided that such agreed amount or amounts exclusive of settlement costs shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. The Contract shall be amended accordingly and the Contractor shall be paid the agreed amount nothing in E below prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Contracting Officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this Article shall be deemed to limit, restrict or otherwise determine or effect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this paragraph.

1. In the event of the failure of the Contractor and the Contracting Officer to agree as provided in D above upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this Article the Contracting Officer shall subject to any review required by the Government's procedures in effect as of the date of execution of the Contract determine on the basis of information available to him the amount if any due the Contractor by reason of the termination and shall pay to the Contractor the amounts determined by the Contracting Officer as follows but without duplication of any amounts agreed upon in accordance with D above:
 1. With respect to all Contract work performed prior to the effective date of the Notice of Termination the total without duplication of any items of:
 - a. The cost of such work
 - b. The cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in E above exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor prior to the effective date of the Notice of Termination of work under the Contract which amounts shall be included in the cost on account of which payment is made under E above and
 - c. A sum as profit on E above determined by the Contracting Officer to be fair and reasonable provided however that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed no profit shall be included or allowed under this subparagraph and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss and provided further that profit shall be allowed only on preparations made and work done by the Contractor for the terminated portion of the Contract but may not be allowed on the Contractor's settlement expenses anticipatory profits and consequential damages will not be allowed any reasonable method may be used to arrive at a fair profit separately or as part of the whole settlement
 2. The reasonable cost of the preservation and protection of property incurred pursuant to F and any other reasonable cost incidental to termination of work under the Contract including expense incidental to the determination of the amount due to the Contractor as the result of the termination of work under the Contract
2. The total sum to be paid to the Contractor under E above shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further

reduced by the contract price of work not terminated except for normal spoilage and except to the extent that the Government shall have otherwise expressly assumed the risk of loss there shall be excluded from the amounts payable to the contractor under ETC above the fair value as determined by the contracting officer of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the Government or to a buyer pursuant to ETC above.

- G.** The contractor shall have the right of appeal under article herein from any determination made by the contracting officer under ETC or ETC above except that if the contractor has failed to submit his claim within the time provided in ETC above and has failed to request extension of such time he shall have no such right of appeal in any case where the contracting officer has made a determination of the amount due under ETC or ETC above the Government shall pay to the contractor the following:
- if there is no right of appeal hereunder or if no timely appeal has been taken the amount so determined by the contracting officer or
 - if an appeal had been taken the amount finally determined on such appeal.
- In arriving at the amount due the contractor under this article there shall be deducted:
- all unliquidated advance or other payments on account theretofore made to the contractor applicable to the terminated portion of the contract
 - any claim which the Government may have against the contractor in connection with the contract and
 - the agreed price for or the proceeds of sale of any materials, supplies or other things kept by the contractor or sold pursuant to the provisions of this article and not otherwise recovered by or credited to the Government.
- If the termination hereunder be partial prior to the settlement of the terminated portion of the contract the contractor may file with the contracting officer a request in writing for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract (the portion not terminated by the notice of Termination) and such equitable adjustment as may be agreed upon shall be made at such price or prices however nothing contained herein shall limit the right of the Government and the contractor to agree upon the amount or amounts to be paid to the contractor for the completion of the continued portion of the contract when said contract does not contain an established contract price for such continued portion.
- The Government may from time to time under such terms and conditions as it may prescribe make partial payments against costs incurred by the contractor in connection with the terminated portion of the contract whenever in the opinion of the contracting officer the aggregate of such payments shall be within the amount to which the contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this article such excess shall be payable by the contractor to the Government upon demand together with interest computed at the rate of percent per annum for the period from the date such excess is received by the contractor to the date on which such excess is repaid to the Government provided however that no interest shall be charged with respect to any such excess payment attributable to a reduction in the contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition or such later date as determined by the contracting officer by reason of the circumstances.

- . Unless otherwise provided in the contract or by applicable statute, the contractor, from the effective date of termination and for a period of three years after final settlement under the contract, shall preserve and make available to the government at all reasonable times at the office of the contractor, but without direct charge to the government, all his books, records, documents and other evidence bearing on the costs and expenses of the contractor under the contract and relating to the work terminated hereunder, or to the extent approved by the contracting officer, photographs and other authentic reproductions thereof.

ARTICLE 1. DISPUTES

All disputes arising under or relating to this contract shall be resolved as provided herein.

Claims by a contractor against the government.

Claim as used in Section 1 of this clause means a written assertion by the contractor seeking as a matter of right the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract unlike a claim relating to that contract is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

- a. All claims by a contractor against the government arising under or relating to a contract shall be in writing and shall be submitted to the contracting officer for a decision.
 - b. Within 90 days after receipt of a claim, the contracting officer shall issue a decision, whenever possible taking into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the contractor.
 - c. Any failure by the contracting officer to issue a decision on a contract claim within the required time period shall be deemed to be a denial of the claim and shall authorize the commencement of an appeal on the claim as otherwise provided.
 - d. If a contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the contractor, the contractor shall be liable to the government for an amount equal to the unsupported part of the claim in addition to all costs to the government attributable to the cost of reviewing that part of the contractor's claim. Liability under this section shall be determined within 1 year of the commission of the misrepresentation of fact or fraud.
 - e. All cost data, pricing data, and tax data of claims hereunder must be certified as accurate, complete, required, and necessary to the best of the contractor's knowledge and belief. Further, all tax or work data in the claim must be described therein to the smallest unit of work or tax. The contracting officer may require any additional certifications, descriptions, or explanations of the claim.
 - f. The parties agree that time is of the essence and all claims hereunder must be presented to the contracting officer for a final decision within thirty (30) days of the occurrence of the circumstances giving rise to such claim or within thirty (30) days of when the contractor knew or should have known of the circumstances giving rise to such claim, otherwise compensation for that claim is waived.
- The parties agree that there shall be no claims for unabsorbed home office overhead.

The contractor's claim shall contain at least the following:

- a. description of the claim and the amount in dispute;
 - b. any data or other information in support of the claim;
 - c. brief description of the contractor's efforts to resolve the dispute prior to filing the claim; and
 - d. The contractor's request for relief or other action by the contracting officer.
- The certification of the accuracy, completeness, requirement, and necessity of all aspects of the claim.

The decision of the contracting officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the contractor.

Pending final decision of an appeal, action, or final settlement, a contractor shall proceed diligently with performance of the contract in accordance with the decision of the contracting officer.

Claims by the government against a contractor.

a. Claim as used in Section 1 of this clause means a written demand or written assertion by the Government including the Contracting Officer see in as a matter of right the payment of money in a sum certain the adjustment of contract terms or other relief arising under or relating to this contract. A claim arising under a contract unlike a claim relating to that contract is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. Nothing herein shall be construed to require the Government to notify the Contractor prior to the issuance of the Contracting Officer's final decision.

b. All claims by the Government against a Contractor arising under or relating to a contract shall be decided by the Contracting Officer who shall issue a decision in writing and furnish a copy of the decision to the Contractor.

The decision shall be supported by reasons and shall inform the Contractor of his or her rights. Specific findings of fact shall not be required.

This clause shall not authorize the Contracting Officer to settle, compromise, pay or otherwise adjust any claim involving fraud.

The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor.

Pending final decision of an appeal, action or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

ARTICLE 1. PAYMENT. The Government will pay the contract price or prices as hereinafter provided in accordance with Government regulations.

The Government will make progress payments monthly as the work proceeds or at more frequent intervals as determined by the Contracting Officer on estimates approved by the Contracting Officer. The Contractor shall furnish a breakdown of the total contract price showing the amount included therein for each principal category of the work in such detail as requested to provide a basis for determining progress payments. In the preparation of estimates the Contracting Officer at his discretion may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site may also be taken into consideration.

- 1. If such consideration is specifically authorized by the contract.
- 2. If the Contractor furnishes satisfactory evidence that he has acquired title to such material that it meets contract requirements and that it will be utilized on the work covered by the contract and
- 3. If the Contractor furnishes to the Contracting Officer an itemized list.

The Contracting Officer at his/her discretion shall cause to be withheld retention in an amount sufficient to protect the interest of the Government. The amount shall not exceed ten percent of the partial payment owed if the Contracting Officer at any time after 50 percent of the work has been completed finds that satisfactory progress is being made. He may authorize any of the remaining progress payments to be made in full or may retain from such remaining partial payments less than 10 percent thereof. Also, whenever work is substantially complete, the Contracting Officer if he considers the amount retained to be in excess of the amount adequate for the protection of the Government, at his discretion may release to the Contractor all or a portion of such excess amount. Furthermore, on completion and acceptance of each separate building, public work or other division of the contract on which the price is stated separately in the contract, payment may be made therefore without retention of a percentage less authorized deductions.

All material and work covered by progress payments made shall thereupon become the sole property of the Government, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work or as waiving the right of the Government to require the fulfillment of all of the terms of the contract.

Upon completion and acceptance of all work the amount due the contractor under the contract shall be paid upon presentation at a properly executed voucher and after the contractor shall have furnished the government with a release if required of all claims against the government arising by virtue of the contract other than claims in stated amounts as may be specifically excepted by the contractor from the operation of the release.

ASSIGNMENT. Unless otherwise provided by law neither the contract nor any interest therein may be transferred or assigned by the contractor to any other party without the written consent of the contracting officer nor without the written acceptance by the surety on the performance and payment bond securing the contract of the assignee as the contractor and the principal on such bond and any attempted transfer or assignment not authorized by this article shall constitute a breach of the contract and the government may for such cause terminate the right of the contractor to proceed in the same manner as provided in article 1 herein and the contractor and his sureties shall be liable to the government for any excess cost occasioned the government thereby.

ARTICLE 1. MATERIALS.

A. GENERAL. Unless otherwise specifically provided in the contract all equipment, material and articles incorporated in the work covered by the contract shall be new and of the most suitable grade for the purpose intended unless otherwise specifically provided in the contract. Reference to any equipment, material, article or patented process by trade name, make or catalog number shall be regarded as establishing a standard of quality and shall not be construed as limiting competition and the contractor may use any equipment, material, article or process which in the judgment of the contracting officer is equivalent to that named unless otherwise specified. The contractor shall furnish to the contracting officer for his approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the mechanical and other equipment which the contractor contemplates incorporating in the work. Machinery and equipment shall be in proper condition. When required by the contract or when called for by the contracting officer, the contractor shall furnish to the contracting officer for approval full information concerning the material or articles which he contemplates incorporating in the work. When so directed, samples shall be submitted for approval at the contractor's expense with all shipping charges prepaid. Machinery, equipment, material, and articles installed or used without required approval shall be at the risk of subsequent rejection and subject to satisfactory replacement at contractor's expense.

B. UNLUMBER MATERIALS. Whenever specified in the contract or authorized by the contracting officer that materials become the property of the contractor which by reference or otherwise shall include disposal of materials, it is understood that the contractor accepts such materials as is with no further expense or liability to the government, if such material specified in the contract will have a potential or real interest of value, the contractor shall make allowance in the contract to show such value.

C. GOVERNMENT MATERIALS. No materials furnished by the government shall be applied to any other use, public or private, than that for which they are issued to the contractor. The full amount of the cost to the government of all materials furnished by the government to the contractor and for which no charge is made, which are not accounted for by the contractor to the satisfaction of the contracting officer, will be charged against the contractor and his sureties and may be deducted from any monies due the contractor, and this charge shall be in addition to and not in lieu of any other liabilities of the contractor whether civil or criminal. Materials furnished by the government for which a charge is made at a rate mentioned in the specifications will be delivered to the contractor upon proper requisitions therefore and will be charged to his account.

D. LIGHT. The contractor shall at all times employ sufficient tools and equipment for prosecuting the various classes of work to full completion in the manner and time required. The contractor shall at all times perform work in sufficient light and shall provide proper illumination, including

lighting required for night work as directed as a contract requirement. All equipment, tools, formwork and scaffolding used on the project shall be of sufficient size and in proper mechanical and safe condition to meet work requirements, to produce satisfactory work quality and to prevent injury to persons on the project or adjacent property. When methods and equipment are not prescribed in the contract, the contractor is free to use tools, methods and equipment that he satisfactorily demonstrates will accomplish the work in conformity with contract requirements.

If the contractor desires to use a method or type of tool or equipment other than specified in the contract, he shall request approval to do so. The request shall be in writing and shall include a full description of proposed methods, tools and equipment and reason for the change or substitution. Approval of substitutions and changed methods will be on condition that the contractor will be fully responsible for producing work meeting contract requirements. If after trial use of the substituted methods, tools and equipment, the contracting officer determines that work produced does not meet contract requirements, the contractor shall complete remaining work with specified methods, tools and equipment.

- F. **QUALITY CONTROL** All work under the contract shall be performed in a skillful and workmanlike manner. The contracting officer may require the contractor to remove from the work any such employees as the contracting officer deems incompetent, careless, insubordinate or otherwise objectionable or whose continued employment on the work is deemed by the contracting officer to be contrary to the public interest. Such request will be in writing.
- G. **CONFORMANCE** All work performed and materials and products furnished shall be in conformity within indicated tolerances with lines, grades, cross sections, details, dimensions, material and construction requirements shown or intended by the drawings and specifications.

When materials, products or work cannot be corrected, written notice of rejection will be issued. Rejected materials, products and work shall be eliminated from the project and acceptably replaced at contractor's expense. The contracting officer's failure to reject any portion of the project shall not constitute implied acceptance nor in any way release the contractor from contract requirements.

- G. **UNAUTHORIZED WORK** Work performed or materials ordered or furnished for the project deviating from requirements and specifications without written authority will be considered unauthorized and at contractor's expense. The Government is not obligated to pay for unauthorized work and materials may be ordered removed and replaced at contractor's expense.

QUALITY CONTROL AND ACCEPTANCE Except as otherwise provided in the contract, inspection and test by the Government of material and workmanship required by the contract shall be made at reasonable times and at the site of the work unless the contracting officer determines that such inspection or test of material which is to be incorporated in the work shall be made at the place of production, manufacture or shipment of such material. To the extent specified by the contracting officer at the time of determining to make off-site inspection or test, such inspection or test shall be conclusive as to whether the material involved conforms to contract requirements. Such off-site inspection or test shall not relieve the contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the Government after acceptance of the completed work under the terms of the last paragraph of this article except as herein above provided.

The contractor shall, without charge, replace any material and correct any workmanship found by the Government not to conform to contract requirements and specifications unless in the public interest the Government consents to accept such material or workmanship with an appropriate adjustment in contract price. The contractor shall promptly separate and remove rejected material from the premises at contractor's expense.

If the Contractor does not promptly replace rejected material or correct rejected workmanship the Government

- May by contract or otherwise replace such material and correct such workmanship and charge the cost thereof to the Contractor or
- May terminate the Contractor's right to proceed in accordance with Article 1 herein

The Contractor shall furnish promptly without additional cost to the Government all facilities labor and material reasonably needed for performing such safe and convenient inspection and test as may be required by the Contracting Officer. All inspections and tests by the Government shall be performed in such manner as not unnecessarily to delay the work. Special full size and performance tests shall be performed as described in the Contract. The Contractor shall be charged with any additional cost of inspection when material and workmanship are not ready for inspection at the time specified by the Contractor.

Should it be considered necessary or advisable by the Contracting Officer at any time before acceptance of the work either in part or in its entirety to make an examination of work completed by removing or tearing out same the Contractor shall on request promptly furnish all necessary facilities labor and material to do same if such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or his subcontractors he shall defray all the expenses of such examination and of satisfactory reconstruction if however such work is found to meet the requirements of the Contract an equitable adjustment shall be made in the Contract price to compensate the Contractor for the additional services involved in such examination and reconstruction and if completion of the work has been delayed thereby he shall in addition be granted an equitable extension of time.

Unless otherwise provided in the Contract acceptance by the Government will be made as promptly as practicable after completion and inspection of all work required by the Contract. Acceptance shall be final and conclusive except as regards to latent defects fraud or such gross mistakes as may amount to fraud or as regards the Government's rights under any warranty or guaranty or as otherwise provided herein.

ARTICLE 11. SUPERINTENDENCE The Contractor shall give his personal superintendence to the performance of the work or have a competent foreman or superintendent satisfactory to the Contracting Officer on the work site at all times during progress with authority to act for him.

ARTICLE 12. COMPLIANCE The Contractor shall without expense to the Government be responsible for obtaining any necessary licenses certificates and permits and for complying with any applicable Federal State and Municipal laws codes and regulations in connection with the prosecution of the work. He shall be similarly responsible for all damages to persons or property that occurs as a result of his fault or negligence. He shall take proper safety health and environmental precautions to protect the work the workers the public and the property of others. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work except for any completed unit of construction thereof which theretofore may have been accepted.

ARTICLE 13. INDEMNIFICATION

- A. The Contractor shall indemnify and save harmless the Government and all of its officers agents and servants against any and all claims or liability arising from or based on or as a consequence or result of any act omission or default of the Contractor his employees or his subcontractors in the performance of or in connection with any work required contemplated or performed under the Contract.

- Disputes between the Contractor and any subcontractors, material suppliers, or any other third parties over payments allegedly owed by the Contractor to a third party shall be resolved exclusively between the Contractor and the third party; the Contractor shall permit no pass-through suits to be brought against the Government by a third party in the Contractor's name. Nothing herein shall be construed to prevent the Contractor from paying a subcontractor's claim and seeing a timely equitable adjustment hereunder.

ARTICLE 5. ACCESS TO AGA Except as otherwise expressly provided in the Contract, the Contractor is authorized to refuse admission either to the premises or to the work area space covered by the Contract to any person whose admission is not specifically authorized in writing by the Contracting Officer.

ARTICLE 11. ACCESS TO AGA

A. GENERAL The Contractor shall be responsible for taking the steps reasonably necessary to ascertain the nature and location of the work and the general and local conditions which can affect the work and the cost thereof. Any failure by the Contractor to do so will not relieve him from responsibility for successfully performing the work as specified without additional expense to the Government. The Government assumes no responsibility for any understanding or representation concerning conditions made by any of its officers or agents prior to the execution of the Contract unless such understanding or representation by the Government is expressly stated in the Contract.

1. **AG** Available work and storage space designated by the Government shall be developed as required by the Contract or restored at completion of the project by the Contractor to a condition equivalent to that existing prior to construction. No payment will be made for furnishing or restoration of any work and storage space if no area is designated or the area designated is not sufficient for the Contractor's operations. He shall obtain necessary space elsewhere at no expense or liability to the Government.

2. **UNLAWFUL WORK** No work shall be done at any time on Sundays or legal holidays or on any other day before 6 a.m. or after 6 p.m. except with the written permission of the Contracting Officer and pursuant to the requirements of the Police Department of the Government.

3. **GAU** Subsurface and topographic information including boring data, utilities data and other physical data contained in the Contract or otherwise available are not intended as representations or warranties but are furnished as available information. The Government assumes no expense or liability for the accuracy of or interpretations made from existing features. The Contractor shall be responsible for reasonable consideration of existing features above and below ground which may affect the project.

4. **UTILITY AREA** The Contractor shall take necessary measures to prevent interruption of service or damage to existing utilities within or adjacent to the project. It shall be the Contractor's responsibility to determine exact locations of all utilities in the field.

For any underground utility or fault encountered, the Contractor shall immediately notify the Contracting Officer and take necessary measures to protect the utility or fault and maintain the service until relocation by owner is accomplished. No additional payment will be made for the encountering of these obstructions.

In case of damage to utilities by the Contractor, either above or below ground, the Contractor shall restore such utilities to a condition equivalent to that which existed prior to the damage by repair, rebuilding or otherwise restoring as may be directed at the Contractor's sole expense.

Damaged utilities shall be repaired by the contractor or when directed by the contracting officer the utility owner will make needed repairs at the contractor's expense

No compensation other than authorized time extensions will be allowed the contractor for protective measures, work interruptions, changes in construction sequence, changes in methods of handling, excavation and drainage or changes in types of equipment used, made necessary by existing utilities, imprecise utility or fault information or by others performing work within or adjacent to the project

- F. MAINTENANCE** The contractor shall maintain the project site in a neat and presentable manner throughout the course of all operations and shall be responsible for such maintenance until final acceptance by the government. Trash containers shall be furnished, maintained and emptied by the contractor to the satisfaction of the contracting officer. Excavated earthwork, stripped forms and all other materials and debris not scheduled for reuse in the project shall be promptly removed from the site.

The contracting officer may order the contractor to clean up the project site at any stage of work at no added expense to the government if the contractor fails to comply with this order, the contracting officer may require the work to be done by others and the costs will be charged to the contractor.

Upon completion of all work and prior to final inspection, the contractor shall clean up and remove from the project area and adjacent areas all excess materials, equipment, temporary structures, and refuse and restore said areas to an acceptable condition.

- G. ASSIGNMENT** Except as specifically authorized by the contracting officer, the contractor shall not perform any private work about government projects with any labor, materials, tools, equipment, supplies or supervision scheduled for the contract until all work under the contract has been completed. Contract materials used for any unauthorized purpose shall be subtracted from contract amount.

- H. GOVERNMENT COMPLIANCE** The contractor shall be in strict compliance with D.C. law, government of Columbia noise control act of 1972 and all provisions thereof. Effective March 1, 1973, D.C. register and relevant local law.

I. INTERFERENCE The government may undertake or award other contracts for additional work and the contractor shall fully cooperate with such other contractors and government employees and carefully coordinate his own work with such additional work as may be directed by the contracting officer. It is the duty of the contractor to coordinate its activities with all third parties, including but not limited to utilities, who may affect the contract work hereunder. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by government employees. The government assumes no liability, other than authorized time extensions, for contract delays and damages resulting from delays and lack of progress by others. The contractor shall make no claim against the government for delay or damages resulting from the actions of third parties, including but limited to utilities.

J. INDEMNIFICATION Except as otherwise provided, the contractor agrees to indemnify the government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any Letters Patent of the United States, except Letters Patent issued upon an application which is now or may hereafter be, for reasons of national security, ordered by the Federal government to be kept classified or otherwise withheld from issue, arising out of the performance of the contract or out of the use or disposal, by or for the account of the government, of supplies furnished or construction work performed hereunder.

K. SURETY If any surety upon any bond furnished in connection with the contract becomes unacceptable to the government or if any such surety fails to furnish reports

as to his financial condition from time to time as requested by the Government the contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Government and of persons supplying labor or materials in the prosecution of the work contemplated by the contract. Provided that upon the failure of the contractor to furnish such additional security within ten (10) days after written notice so that all payments under the contract will be withheld until such additional security is furnished.

ARTICLE 11. AGENTS AND BROKERS. The contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 12. ATTORNEY. The contractor does hereby irrevocably designate and appoint the Clerk of the Superior Court of the Government and his successors in office as the true and lawful attorney of the contractor for the purpose of receiving service of all notices and processes issued by any court in the Government, as well as service of all pleadings and other papers in relation to any action or legal proceeding arising out of or pertaining to the contract or the work required or performed hereunder.

The contractor expressly agrees that the validity of any service upon the said Clerk as herein authorized shall not be affected either by the fact that the contractor was personally within the District of Columbia and otherwise subject to personal service at the time of such service upon the said Clerk or by the fact that the contractor failed to receive a copy of such process, notice, pleading or other paper so served upon the said Clerk, provided that said Clerk shall have deposited in the United States mail, certified and postage prepaid, a copy of such process, notice, pleading or other papers addressed to the contractor at the address stated in the contract.

ARTICLE 13. GOVERNMENT EMPLOYEES. Unless a determination is made as provided herein, no officer or employee of the Government will be admitted to any share or part of this contract or to any benefit that may arise therefrom, and any contract made by the contracting officer or any Government employee authorized to execute contracts in which they or an employee of the Government will be personally interested shall be void, and no payment shall be made thereon by the Government or any officer thereof, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. No Government employee shall not be a party to a contract with the Government and will not knowingly cause or allow a business concern or other organization owned or substantially owned or controlled by the employee to be a party to such a contract, unless a written determination has been made by the head of the procuring agency that there is a compelling reason for contracting with the employee, such as when the Government's needs cannot reasonably otherwise be met. D. Procurement Practices Act of 1994, 48 C.F.R. 101-11.6, Official Code of Regulations and Chapter 101 of the D.C. Personnel Regulations, and relevant local law. The contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The contractor further covenants not to employ any person having such known interests in the performance of the contract.

ARTICLE 14. WAIVER. No governmental waiver of any breach of any provision of the contract shall operate as a waiver of such provision or of the contract or as a waiver of subsequent or other breaches of the same or any other provision of the contract, nor shall any action or non-action by the contracting officer or by the Government be construed as a waiver of any provision of the contract or of any breach thereof unless the same has been expressly declared or recognized as a waiver by the contracting officer or the Government in writing.

ARTICLE 11. UNITED STATES

- A. AGREEMENT** In accordance with the Buy American Act and Executive Order 12958, December 17, 1995 and Executive Order 12958, September 17, 1995, the Contractor agrees that only domestic construction material will be used by the Contractor, subcontractors, material men and suppliers in the performance of the Contract except for non-domestic material listed in the Contract.
- B. DEFINITION OF DOMESTIC CONSTRUCTION MATERIAL** means any article or material or supply brought to the construction site for incorporation in the building or work. Unmanufactured construction material is a domestic construction material if it has been mined or produced in the United States. Manufactured construction material is a domestic construction material if it has been manufactured in the United States and if the cost of its components which have been mined, produced or manufactured in the United States exceeds 50 percent of the cost of all its components. Component means any article or material or supply directly incorporated in a construction material.
- C. DOMESTIC COMPONENT** shall be considered to have been mined, produced or manufactured in the United States regardless of its source in fact if the article or material or supply in which it is incorporated was manufactured in the United States and the component is of a class or kind determined by the Government to be not mined, produced or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality.
- D. FOREIGN MATERIAL** When steel materials are used in a project a minimal use of foreign steel is permitted. The cost of such materials cannot exceed one-tenth of one percent of the total project cost or whichever is greater.

ARTICLE 12. FEDERAL

- A. FEDERAL Materials**, supplies and equipment are not subject to the Federal Manufacturer's Excise Tax if they are furnished or used in connection with the Contract provided that title to such materials, supplies and equipment passes to the Government under the Contract. The Contractor shall in such cases furnish his subcontractors and suppliers with a purchaser's certificate in the form prescribed by the Internal Revenue Service.
- B. FEDERAL AND STATE Materials** which are physically incorporated as a permanent part of real property are not subject to Government Sales and Use Tax. The Contractor shall, when purchasing such materials, furnish his suppliers with a Contractor's Exempt Purchase Certificate in the form prescribed in the Sales and Use Tax Regulations of the Government. Where the Contractor, subcontractor or material man has already paid the Sales and Use Tax on material as prescribed above, the Sales and Use Tax Regulations of the Government permit the Contractor, subcontractor or material man to deduct the sales or use tax on the purchase price of the same on his next monthly return as an adjustment. However, the Contractor, subcontractor or material man must satisfy the Chief Financial Officer for the Government that no sum in reimbursement of such tax was included in the Contract or else that the Government has received a credit under the Contract in an amount equal to such tax.
- Government Sales and Use Tax shall be paid on any material and supplies, including equipment rentals, which do not become a physical part of the finished project. See Government of Columbia Sales and Use Tax Administration Bulletin for relevant local law.

The contractor, subcontractor or material supplier shall provide proof of compliance with the provisions of ID law or relevant local law as amended/codified in ID code or relevant local law Employer contributions prior to award

The contractor, subcontractor or material supplier shall provide proof of compliance with the applicable tax filing and licensing requirements set forth in ID code Title Taxation and Fiscal Affairs or relevant local law prior to contract award

ARTICLE 11. UNREASONABLE SCHEDULE The contracting officer may order the contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the government

If the performance of all or any part of the work is for an unreasonable period of time suspended, delayed or interrupted by an act of the contracting officer in the administration of the contract or by his failure to act within the time specified in the contract or if no time is specified within a reasonable time, an adjustment will be made for an increase in the cost of performance of the contract including profit necessarily caused by such unreasonable suspension, delay or interruption and the contract modified in writing accordingly. However, no adjustment will be made under this article for any suspension, delay or interruption to the extent

- 1. That performance would have been so suspended, delayed or interrupted by any other cause including the fault or negligence of the contractor or
- 2. For which an equitable adjustment is provided or excluded under any other provision of the contract

No claim under this article shall be allowed

- 1. For any costs incurred more than 30 days before the contractor shall have notified the contracting officer in writing of the act or failure to act involved but this requirement shall not apply as to a claim resulting from a suspension order and
- 2. Unless the claim in an amount stated is asserted in writing as soon as practicable after the termination of such suspension, delay or interruption but not later than the date of final payment under the contract

ARTICLE 12. AGENCY GENERAL

A. GENERAL In order to provide safety controls for the protection of the life and health of government and contract employees and the general public, prevention of damage to property, materials, supplies and equipment and for avoidance of work interruptions in the performance of the contract, the contractor shall comply with all applicable Federal and local laws concerning safety, health and sanitation including the Safety Standards, Rules and Regulations issued by the American National Standards, S Department of Labor, S Department of Health and Human Services, D Minimum Wage and Industrial Safety Board or relevant local law and the latest edition of Manual of Uniform Traffic Control Devices issued by the Federal Highway Administration

The contractor shall also take or cause to be taken such additional safety measures as the contracting officer may determine to be reasonably necessary

The contractor shall designate one person to be responsible for carrying out the contractor's obligation under this article

The Contractor shall maintain an accurate record of all accidents resulting in death, injury, occupational disease, and/or damage to property, materials, supplies, and equipment incident to work performed under the Contract. Copies of these reports shall be furnished to the Contracting Officer within two working days after occurrence.

The Contracting Officer will notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

This Article is applicable to all subcontractors used under the Contract and compliance with these provisions by the subcontractors will be the responsibility of the Contractor.

(In Contracts involving work of short duration or of non-hazardous character, the following Section B. will be deleted by Special Provision)

- . **ARTICLE 10. GENERAL** **UM** Prior to commencement of the work, the Contractor shall
 - . Submit in writing to the Contracting Officer for his approval his program for complying with this Article for accident prevention.
 - . Meet with the Contracting Officer's Safety Representative after submission of the above program to develop a mutual understanding relative to the administration of the overall safety program.

ARTICLE 11. RECORDS Unless otherwise provided in the Contract or by applicable statute, the Contractor, from the effective date of Contract completion and for a period of three years after final settlement under the Contract, shall preserve and make available to the Government at all reasonable times at the office of the Contractor but without direct charge to the Government, all his books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under the Contract.

ARTICLE 12. ASSIGNMENT The Contractor hereby agrees that the Government may use all or any portion of any payment, consideration or refund due the Contractor under the Contract to satisfy in whole or part any debt due the Government.

ARTICLE 13. ADMINISTRATIVE LIQUIDATED DAMAGES In addition to any other liquidated damages provided for in the Contract, the Contractor hereby agrees that the Government may assess administrative liquidated damages for the Contractor's failure to submit when due any deliverable required by the Contract, unless otherwise prescribed by the Contracting Officer, the rate of the administrative liquidated damages shall be \$ per day until the required deliverable is received and accepted by the Government. The Government's remedies for failure to comply with the Contract terms and conditions are cumulative and not exclusive. Nothing herein shall be construed to limit the Government's ability to terminate the Contractor for the failure to submit Contract deliverables when due.

ARTICLE 14. FORCE MAJEURE If the Contractor, because of Force Majeure, is rendered wholly or partly unable to perform its obligations when due under this Contract, the Contractor may be excused from whatever performance is affected by the Force Majeure to the extent so affected. In order to be excused from its performance obligations under this Contract by reason of Force Majeure, within 48 hours of the occurrence or event, the Contractor must provide the Contracting Officer written notice of its

inability to perform as well as a description of the force majeure and its effect on contract performance. The Contracting Officer will have the right to cause the inspection of the work site to determine the validity of the Contractor's assertion of its inability to perform. If the Contracting Officer agrees that the Contractor is wholly or partly unable to perform its obligations under the contract a decision will be issued indicating the extent to which the Contractor is excused from its performance obligations. In no event will the Contractor be entitled to money damages from the Government due to force majeure.