SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 LIQUIDATED DAMAGES:

H.1.1 The Contractor shall pay to the District of Columbia the sum of One Thousand Eight Hundred Dollars ($1,800.00) as agreed liquidated damages for each calendar day of delay in completion of the work for this project, within the time limits set forth, subject to provisions of Article 5, DELAYS, of the General Provisions of the Government of the Standard Contract Provisions For Use With Specifications for District of Columbia Construction Projects Revised March 2011.

H.1.2 If the District terminates for default the Contractor's right to proceed in accordance with Article 5, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of re-procurement.

H.2 GOVERNMENT'S RESPONSIBILITY:

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

H.3 PERMITS, LICENSES AND CERTIFICATES:

H.3.1 The District will obtain the building permit issued by the Department of Consumer and Regulatory Affairs (DCRA), Building and Land Regulation Administration, located at 941 North Capitol Street, N.E., Washington, D.C. The Contractor shall apply for and obtain all other permits required for this project including but not limited to Raze Permit, certificates and licenses from the Office of Licenses and Permits, Permit Processing Division, Department of Consumer and Regulatory Affairs.

H.3.1.1 The Contractor shall apply and pay for all required permits well in advance of the time that they are needed.

H.3.1.2 If the Contractor experiences any difficulty in obtaining a permit, the Contractor shall request assistance immediately from the COTR.

H.3.2 The Contractor shall ascertain and obtain the required permits, licenses and certificates for this project. Permits, Licenses and Certificates may include, but are not limited to:

Permits and Certificates

1. Plumbing
2. Electrical
3. Refrigeration
4. Elevator
5. Boiler and Pressure Tank
6. Public Space – To work in, excavate in or occupy
7. Signs and Temporary Fences
8. Work on Sunday and after 6:00 p.m. weekdays.
9. Razing

Licenses

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

H.3.3 The District will not allow work requiring permits and licenses to proceed until the Contractor produces evidence showing that such permits and licenses have been procured from the DCRA. Permits will be issued only to persons duly licensed for work in the District of Columbia, except as follows:

H.3.3.1 Where electrical, plumbing and refrigeration Contractors and their craft persons perform work under contract with the District of Columbia and the work is physically located in areas outside the District of Columbia, it shall be sufficient if any such Contractor and the Contractor's craft persons are licensed either by the District of Columbia or by any governmental agency having jurisdiction over the area adjoining the site on which the work is performed.

H.3.4 The Contractor shall prominently display all permits within the confines of the construction site.

H.4 UTILITY CONNECTIONS AND SERVICES:

The Contractor shall locate all existing utilities and performing the required modifications to all utilities for the completion of construction. All utility costs, costs to modify and connection fees shall be incorporated into the fixed price offer.

H.4.1 TEMPORARY ELECTRICITY:

H.4.1.1 The Contractor shall arrange for and pay all expenses associated with procurement and use of the following:

H.4.1.1.1 Install a temporary meter on existing power lines and pay for all electric power used;

H.4.1.1.2 Install temporary lines to conform with the requirements of the D.C. Electrical Code for such work;

H.4.1.1.3 Furnish and install all necessary safety devices required;

H.4.1.1.4 Maintain temporary line and equipment in proper condition until lines are no longer required and disconnected;

H.4.1.1.5 Make connections to existing electric services in accordance with D.C. Electrical Code requirements and standard procedures developed by the electric company;

H.4.1.1.6 Upon completion of the work, remove temporary lines, poles and other accessories, make disconnections and restore services to an approved condition.

H.4.2 TEMPORARY WATER: For construction purposes, temporary connection to the existing water mains is permitted, at the Contractor's expense, contingent upon the Contractor performing the following:

H.4.2.1 That no connections to water mains be made without first acquiring approval from the District of Columbia Water and Sewer Authority (WASA);

H.4.2.2 That the Contractor shall furnish all necessary temporary lines, fittings, valves, and make all temporary connections to bring the water to the job site;

H.4.2.3 That all pipe, fittings, and hose used shall be leak proof and that hook-ups and connections be made in a manner comparable to new work to prevent unnecessary waste of water;

H.4.2.4 That all branches from temporary main feed be equipped with tight cut- off valves; and

H.4.2.5 That upon completion of the work, temporary lines, fittings, valves and other accessories are removed, disconnections made, and services restored to an approved condition.

H.4.3 PERMANENT CONNECTIONS TO MAINS:
The Contractor shall make and pay for all the required permanent connections for water, sewer, gas, electrical, telephone and fire alarm systems at its own expense. The Contractor shall pay fees and associated costs and make all arrangements with utility companies and appropriate agencies as may be required for proper and expeditious completion of the project.

H.5 SHOP DRAWINGS AND CATALOGUE CUTS:

H.5.1 Within seven (7) calendar days from the date of the NTP, the Contractor shall prepare a complete list of all samples, catalogue cuts and shop drawings required to be submitted (see G.38.2 for Scheduling Software requirement) as follows:

H.5.1.1 The Contractor shall submit the list to the COTR or his designee in quadruplicate for approval. The COTR will return one (1) copy of the approved list to the Contractor.

H.5.1.2 The District will not make progress payments until the required list has been submitted by the Contractor. The District will not make payments for any materials installed by the Contractor without approval by the COTR where submittal of the same is required.

H.5.2 The Contractor shall not install or use materials in the work until the COTR has given written approval of required samples, shop drawings or catalogue cuts, to be submitted as stated above.

H.5.2.1 Normally, fifteen (15) calendar days will be required for checking submitted materials. However, more time will be required for more complex submittals. The Contractor is advised that submittals that are kept simple (i.e. related to one section of the specifications or to one system) will be processed more expeditiously than more complex submittals. Approval of materials, shop drawings, catalogue cuts shall be only for the characteristics or uses named in the submission and shall not be construed as:

H.5.2.1.1 Permitting any departure from contract requirements except as specifically stated in the approval.

H.5.2.1.2 Relieving the Contractor of the responsibility of complying with the contract requirements because of errors which may exist.

H.5.2.1.3 Constituting a complete check, but will indicate only that the general method of construction and detailing is satisfactory and the Contractor shall be responsible for the dimensions and design of adequate connections, details and satisfactory construction of all work.

H.5.3 The Contractor shall submit all the shop drawings, samples and catalogue cuts in accordance with the following requirements:

H.5.3.1 Letter of transmittal, each transmittal shall be submitted in triplicate and contain the following information:

H.5.3.1.1 Project name and contract number;

H.5.3.1.2 Work for which material is intended;

H.5.2.1.3 Identification of material in accordance with Federal Specifications or A.S.T.M. number, manufacturer, model, type, class, brand name, specifications reference, and local distributor; and

H.5.2.1.4 General Contractor's stamp of approval as evidence that drawings, samples, and catalogue cuts included in the submittal have been checked for conformity with contract requirements including dimensions, quality, grade, type, quantity coordination with other work and that the Contractor assumes all responsibility for errors or discrepancies.

H.5.4 Shop Drawings:

H.5.4.1 The Contractor shall submit shop drawings as described below:

H.5.4.1.1 Submit one electronic copy via PROLOG, six (6) hard copies of each drawing and one (1) electronic PDF set, emailed.

H.5.4.1.2 Identified as to project name and number, General Contractor, fabricator, manufacturer, model, type, class, brand name, specifications reference, local distributor, and date drawn to which drawing applies. Submittal shall include General Contractor's review and approval stamp and signature.

H.5.4.1.3 Drawings shall be complete in every respect and assembled into sets.

H.5.4.1.3.1 Each submission shall show complete system to which it applies and shall include catalog cuts, samples and other applicable data pertinent to the system.

H.5.4.1.3.2 The COTR will review and approve the shop drawing submittals, and if approved, will return three (3) sets of the same to the Contractor.

H.5.4.1.3.3 When corrections to shop drawing prints are necessary, two (2) prints of each shop drawing will be returned to the Contractor for corrections and resubmission in six (6) sets.

H.5.4.2 The Contractor shall submit one (1) reproducible print of each approved shop drawing after final approval of submitted shop drawings has been made.

H.5.4.3 If drawings show variations from contract requirements because of standard shop practices or for any other reasons, the Contractor shall make specific mention of such variation and the cause therefore in the letter of transmittal.

H.5.4.3.1 If the variations in the drawings are acceptable to the COTR, he/she may initiate any changes to the contract under Article 3, Changes, of the Standard Contract Provisions, which will be subject to the CO's approval.

H.5.4.3.2 If drawings submitted indicate a departure from the contract requirements, which the CO finds to be in the best interest of the District of Columbia and to be so minor as not to involve a change in contract price or time for completion, he may approve the drawings.

H.5.5 Composite Shop Drawings:

In addition to shop drawings specified in the various sections of the specifications, the Contractor shall submit composite shop drawing details of constricted spaces, pipe and duct spaces, mechanical, equipment rooms and ceiling spaces where pipes, ducts, conduit, and the like cross over one another and where items such as light fixture housings project into the space, to ensure that equipment approved for use or proposed for use fits into the space provided.

H.5.5.1 In the event of a conflict, the Contractor may offer his suggestions for solution of the problem on the shop drawing submittal or by letter submitted therewith;

H.5.5.2 Contractor shall submit composite shop drawings within 7 days after NTP to prevent a delay in construction.

H.5.6 The Contractor shall submit, with a letter of transmittal, samples, catalogue cuts, test reports, and certifications, as required. The Contractor shall not submit any samples and catalogues with offers. The Contractor must refer to the specification sections for samples, catalogue cuts, test reports and certifications required under the contract. (see – G.38.2 for Scheduling Software requirement).

H.5.6.1 The Contractor shall submit the required samples prepaid in duplicate, unless otherwise specified in the applicable specification section.

H.5.6.2 The Contractor shall submit the required catalogue cuts in six (6) sets.

H.5.6.3 The Contractor shall submit each item and label it with the following information:

H.5.6.3.1 Project name and contract number;
H.5.6.3.2 Work for which material is intended;
H.5.6.3.3 General Contractor, manufacturer and fabricator;
H.5.6.3.4 Applicable Federal Specifications, A.S.T.M. specification or other standard;
H.5.6.3.5 Contract specification reference; and
H.5.6.3.6 Manufacturer's brand name, class or grade and type.

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

H.5.6.4 The Contractor shall submit samples of materials that are required to match work in place and shall also submit representative samples of present materials which they are to match. The Contractor may take a sample of present materials from the work in place, but if this is not possible, the Contractor will take a sample to the site of the work for inspection and verification.

H.5.6.5 The COTR will approve a sample submitted only for the characteristics or for the uses named in such approval and no other purpose.

H.5.6.5.1 No approval of a sample shall be taken in itself to change or modify any contract requirement unless specifically stated in the approval.
H.5.6.5.2 The Contractor shall send the approved samples not destroyed in testing back to the COTR.
H.5.6.5.3 The Contractor shall mark for identification and use in the work the approved samples of hardware, miscellaneous accessories and signs in good condition.
H.5.6.5.4 The COTR may retain for thirty (30) days any samples not destroyed in testing and that are not approved, and then dispose of them or return them to the Contractor at his expense if requested within thirty (30) days from the date of rejection.

H.5.6.6 The COTR will request the Contractor to deliver test samples as specified in the various DGS Specifications sections and other test samples deemed necessary, or the COTR will take the same from various material or equipment delivered by the Contractor for use in the work. The COTR has the right to request any additional tests from an accredited testing facility on any materials delivered to the site of the work, at the District's expense.

H.5.6.7 If any of these test samples fail to meet the specification requirements, any previous approvals will be withdrawn and such materials or equipment shall be subject to removal and replacement by the Contractor with materials or

equipment meeting the specification requirements at no additional cost to the District.

H.5.6.8 The District may refuse to consider under this contract any further samples of the same brand or make of material that fails to pass specified tests.

H.5.6.9 The District reserves the right to disapprove any material, which is presently, or previously has been, unsatisfactory in service.

H.5.6.10 The Contractor shall submit material lists, schedules and diagrams for material, equipment, fixtures, fittings, hardware required under specifications sections in six (6) sets and labeled as set forth for catalogue cuts.

H.5.6.11 The Contractor shall identify individual items included in brochures and catalogs that are submitted for approval in the transmittal letter and in its submittal material.

H.6 PROPRIETARY RESTRICTIONS:

H.6.1 Proprietary names or brands are mentioned for descriptive, not restrictive, purposes and are intended to establish minimum standards of quality for materials, fabrication and finishes.

H.6.1.1 Such references shall not be construed as limiting competition or controlling selection of manufacturers, and the Contractor in such cases may submit for approval by the CO, prior to offer opening, any item or type of construction which, is equal to that specified.

H.6.1.2 The COTR will judge the submissions on the basis of durability, strength, appearance, serviceability of parts, output, coordination with related work and the ability to fulfill the requirements of the specified item. The CO may approve any item or type of construction submitted by the contractor which, in her sole discretion, is equal to that specified.

H.7 DEBRIS AND CLEANING:

H.7.1 The Contractor shall, during the progress of the work, remove and properly dispose of the resultant dirt and debris daily and keep the premises clean and free from safety hazards.

H.7.2 Upon completion of the work, the Contractor shall remove all equipment, salvaged materials provided for the work and leave the premises in a neat and clean condition satisfactory to the COTR at the site.

H.8 MATERIALS AND WORKMANSHIP:

H.8.1 Unless otherwise specified, all materials and equipments incorporated in the work under the contract shall be new. All workmanship shall be first class and by persons qualified in the respective areas.

H.8.2 In the absence of specific requirements for installation of a material or product, the Contractor will be held responsible for installation of said material or product in strict accordance with the manufacturer's printed instructions and recommendations.

H.9 STANDARDS:

H.9.1 Any material specified by reference to the number, symbol or title of a specific standard such as a Commercial Standard, a Federal Specifications, ASTM certification or other similar standard, shall comply with the requirements in the latest revision thereof in effect on the offer submission date specified in Section L.5.

H.9.2 The District will not furnish any copies of the applicable Federal Specifications, Commercial Standards and other standard specifications to the Offerors. However, the CO will furnish upon request, information as to how copies of the standards referred to may be obtained, and it will be responsibility of the requestor to obtain the necessary documents from respective sources.

H.9.3 Where a standard is referred to in the various sections of these specifications, it shall include the installation requirements specified therein unless specifically modified in the contract specifications.

H.10 EQUIPMENT COORDINATION:

The Contractor shall ascertain that the make and model of all shop or factory fabricated equipment furnished not only meets all requirements of the contract document, but it shall be of the proper physical size and dimension to fit the space or area, ductwork, conduit, panel boxes, disconnect switches and related accessory equipment. Where the physical size of any equipment is dependent upon other equipment, coordination shall be done by the Contractor to assure that they are compatible and will fit within the limitations of the space where they are to be located, including coordinating of utility connections and coordination of space for servicing the equipment, changing filters, cleaning tubes and similar operations.

H.11 TRAILERS AND EQUIPMENT:

H.11.1 The Contractor shall provide all necessary on-site office and office equipment for both the staff of the Contractor and the COTR. The COTR shall have access to a broadband internet connection, a laptop and a telephone.

H.11.2 Contractor shall provide construction trailer(s) (comfortable for four (4) work stations and two (2) tables to spread drawings) with interior toilet; Utility services (electricity, HVAC, access to world-wide web – wireless for all work stations) included. Contractor shall be responsible for all utility bills.

H.11.3 Contractor shall set up and re-set the trailer at multiple locations, as necessary, in consultation with the COTR, to allow for adequate movement throughout the work site due to space limitations.

H.12 MANDATORY SUBCONTRACTING REQUIREMENT

H.12.1 For contracts in excess of $250,000.00, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods, and supplies are purchased from certified small business enterprises.

H.12.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.12.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

H.12.3 A prime contractor which is certified as a small, local, or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.12.1 and H.12.2.

H.13 CERTIFIED BUSINESS ENTERPRISES PRIME CONTRACTOR PERFORMANCE REQUIREMENTS

H.13.1 If a certified business enterprise is selected as a prime contractor and is granted a price reduction pursuant to the Act or is selected through a set-aside program under the Act, that certified business enterprise prime contractor shall perform at least 35% of the contracting effort, excluding the cost of materials, goods and supplies, with its own organization and resources and, if it subcontracts, at least 35% of the subcontracted effort, excluding the cost of materials, goods and supplies, shall be with certified business enterprises.

H.13.2 If the total of the contracting effort, excluding the cost of materials, goods and supplies, proposed to be performed by the certified business enterprise is less than the amount required by the preceding paragraph, then the certified business enterprise shall not be eligible to receive preference points or a price reduction for a period of not less than two years.

H.14 PRIME CONTRACTOR PERFORMANCE REQUIREMENTS APPLICABLE TO JOINT VENTURES

H.14.1 If a certified joint venture is selected as a prime contractor and is granted a price reduction pursuant to the Act or is selected through a set-aside program under the Act, the certified business enterprise partner of the joint venture shall perform at least 50% of the contracting effort, excluding the cost of materials, goods, and supplies, with its own organization and resources and, if the joint venture subcontracts, at least 35% of the subcontracted effort, excluding the cost of materials, goods and supplies, shall be with certified business enterprises.

H.14.2 If the total of the contracting effort, excluding the cost of materials, goods, and supplies, proposed to be performed by the certified business enterprise is less than the amount required by the preceding paragraph, then the certified business enterprise shall not be eligible to receive preference points or a price reduction for a period of not less than two years.

H.15 PERFORMANCE REQUIREMENT FOR CONTRACTS OF $1 MILLION OR LESS

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

H.16 SUBCONTRACTING PLAN

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.12. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its offer, a notarized statement detailing its subcontracting plan. Offers responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror is required to subcontract in accordance with the provisions of Section H.12, but fails to submit a subcontracting plan with its offer. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

H.16.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

H.16.2 A statement of the dollar value of the offer that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs is available, by any certified business enterprises;

H.16.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

H.16.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;

H.16.5 A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;

H.16.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;

H.16.7 Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the Contracting Officer, and submit periodic reports, as requested by the

Contracting Officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;

H.16.8 A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and

H.16.9 A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.

H.17 COMPLIANCE REPORTS

By the 21st of every month following the execution of the contract, the prime contractor shall submit to the Contracting Officer and the Director of DSLBD a compliance report detailing the contractor's compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:

H.17.1 The dollar amount of the contract or procurement;

H.17.2 A brief description of the goods procured or the services contracted for;

H.17.3 The name and address of the business enterprise from which the goods were procured or services contracted;

H.17.4 Whether the subcontractors to the contract are currently certified business enterprises;

H.17.5 The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

H.17.6 A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in H.2, H.13 and H.14 and its approved Subcontracting Plan; and

H.17.7 A description of any changes to the activities the contractor intends to make by the next month to achieve the requirements set forth in H.2, H.13 and H.14 and its approved Subcontracting Plan.

H.18 ENFORCEMENT AND PENALTIES FOR BREACH OF SUBCONTRACTING PLAN

H.18.1 If during the performance of this contract, the contractor fails to comply with its approved subcontracting plan and the Contracting Officer determines the contractor's failure to be a material breach of the contract; the Contracting Officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

H.18.2 There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or

compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

H.18.3 For the willful breach by a contractor of a subcontracting plan for utilization of certified business enterprises in the performance of a contract, the contractor shall be subject to the imposition of penalties, including monetary fines of $15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

H.19 PROJECT PROGRESS/COORDINATION MEETINGS

The contractor shall perform the following activities:

H.19.1 General: Prepare and distribute to each subcontracting entity performing work at the project site, a written memorandum of instructions on required coordination activities, including required notices, reports and attendance at meetings. Prepare similar memorandum for contractors performing work where interfacing of work is required.

H.19.2 Weekly Progress Meetings: In addition to specific pre-installation and coordination meetings for each element of work, hold weekly progress meetings at regularly scheduled times which are convenient for everyone involved. Conduct meetings in a manner which will resolve any project problems, both present and anticipated. Record the meeting minutes and distribute copies, via PROLOG and e-mail in electronic PDF format to all persons in attendance and to others affected by decisions or actions resulting from each meeting. The meeting minutes shall be distributed in five (3) business days from the conclusion of the meeting and all corrections shall be made and the minutes re-distributed before the next meeting convenes.

H.19.3 Contractor shall arrange project planning meeting with all stakeholders identified by COTR within five (5) calendar days after Notice to Proceed (NTP)

H.19.4 Unscheduled meetings: The COTR may, at any time with reasonable advance notice to Contractor, require an unscheduled meeting.

H.20 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.