

**DISTRICT OF COLUMBIA COURTS
SOLICITATION, OFFER AND AWARD
FOR SUPPLIES, OR SERVICES**

ISSUED BY: DISTRICT OF COLUMBIA COURTS
ADMINISTRATIVE SERVICES DIVISION
PROCUREMENT AND CONTRACTS BRANCH
616 H STREET, N.W., ROOM 612
WASHINGTON, D.C. 20001

DATE ISSUED: July 25, 2018

OPENING DATE: August 8, 2018

OPENING TIME: 2:00 p.m. EST

CLOSING DATE: _____

CLOSING TIME: _____

SOLICITATION NUMBER: DCSC-18-IFB-0126

OFFER/BID FOR: Construction of Loading Dock Security Room

MARKET TYPE: OPEN

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OFFER (TO BE COMPLETED BY OFFEROR) Note: In sealed bid solicitations "Offer" and Offeror" mean Bid" and Bidder."
THE CONTRACTOR MUST FURNISH ANY REQUIRED BID, PERFORMANCE, PAYMENT AND WARRANTY BONDS

Bid Bond Yes X No 5 % of the total amount of their bid

Performance and Payment Bond Yes _____ No _____ % Within _____ Calendar days after receiving the notice to proceed

The undersigned offers and agrees that, with respect to all terms and conditions accepted by the Courts under "AWARD" below, this offer and the provisions of the RFP/IFB will constitute a Formal Contract.

OFFEROR Name: Street: City, State: Zip Code: Area Code & Telephone Number:	Name and title of Person Authorized to Sign Offer:(Type or Print)	
	Signature (Seal)	Date:
	Impress Corporate Seal Corporate (Seal) (Secretary) _____ (Attest)	

AWARD (To be completed by the District of Columbia Courts)

CONTRACT NO. _____ **AWARD AMOUNT \$** _____

ACCEPTED AS TO THE FOLLOWING ITEMS:

DISTRICT OF COLUMBIA COURTS

BY: _____
Contracting Officer

Contract Period: _____

AWARD DATE

All written communications regarding this solicitation should be addressed to the Contracting Officer and should be directed by e-mail to Reginald Ramdat, Senior Contract Specialist at reginald.ramdat@dcsc.gov

This solicitation is an **OPEN MARKET** procurement.

REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS

1. ACKNOWLEDGMENT OF AMENDMENTS

The bidder acknowledges receipt of Addenda to the solicitation and related documents numbered and dated as follows:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

NOTE: Bidder may acknowledge addendum here or on addendum or both.

2. DAVIS BACON ACT

This solicitation is subject to the Davis Bacon Act, as amended.

3. BUY AMERICAN

The Contractor shall comply with the provisions of the Buy American Act.

4. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature on the bid is considered to be a certification by the signatory that:

- (1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices bid;

- (2) The prices in this bid have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other bidder or competitor before bid opening unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.
- (b) Each signature on the bid is considered to be a certification by the signatory that the signatory;
- (1) Is the person in the Bidder's organization responsible for determining the prices being offered in this bid, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or
 - (2)
 - (i) Has been authorized, in writing, to act as agent for the following principles in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above:

 (insert full name or person(s) in the organization responsible for determining the prices offered in this bid and the title of his or her position in the Bidder's organization);
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (1) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (i) through (a) (3) above; and
 - (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.
- (c) If Bidder deleted or modifies subparagraph (a) (2) above, the Bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

5. TYPE OF BUSINESS ORGANIZATION

Bidder operated as () an individual, () a partnership, () a nonprofit organization, () a corporation, incorporated under the laws of the State of _____, () a joint venture, () other.

6. PAYMENT IDENTIFICATION NO.

The District of Columbia Courts utilizes an automated vendor database. All firms are required to submit their Federal Tax Identification number as part of their bids. Individuals must submit their social security numbers.

Please list below applicable vendor information:

Federal Tax Identification Number: _____

Or

Social Security Number: _____

Legal Name of Entity Assigned this Number: _____

Street Address and/or Mailing Address: _____

City, State, and Zip Code: _____

Type of Business: _____

Telephone Number: _____

Fax Number: _____

**PAYMENTS UNDER TERMS OF ANY CONTRACT RESULTING FROM THIS
SOLICITATION WILL BE HELD IN ABEYANCE PENDING RECEIPT OF A VALID
FEDERAL TAX IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER.**

PART I

SECTION B – SUPPLY OR SERVICES AND PRICE/COST

B.1 The District of Columbia Courts is seeking a qualified contractor to furnish all labor, materials, equipment, and tools necessary to construct a Security Room on the District of Columbia Court of Appeals loading dock located at 430 E Street, N.W., Washington, D.C. 20001, in accordance with the specifications specified herein and the related construction drawings.

B.1.1 The Court intends to award a Firm-Fixed Price contract to the **to the responsible and responsive bidder whose bid meets the requirements set forth in this solicitation, and is the lowest bid price.**

B.2 CONSTRUCTION COMPLETION DATE

All construction must be completed by October 10, 2018.

B.3 CONSTRUCTION SCHEDULE

The Contractor shall submit a Construction Schedule within three (3) days of the date on the Notice to Proceed.

B.4 PERMIT

The Court will procure a building permit to transfer to the selected bidder.

B.5 LUMP SUM PRICE

B.5.1 This will be a Firm Fixed Price or Lump Sum Price contract. Bidders will be required to provide a firm-fixed price or lump sum price which shall include all the expenses necessary to complete the project, including, but not limited to profit, home and field office overhead, supervision, labor, materials, equipment, bonds, insurance and other services that may be required to obtain the necessary to perform the work described herein and drawings/Specifications. Bidders shall submit their lump sum price using the format below:

CLIN	DESCRIPTION	LUMP SUM PRICE
001	Loading Dock Security Room	\$

B.6 AUTHORIZED WORK DAY / WEEK

- B.6.1 The length of the Contractor's workday shall be from 7 PM to 6 AM (Monday-Friday) and shall be specifically defined in the Contractor's Construction Schedule.
- B.6.2 Saturdays, Sundays or legal holidays: No work shall be done at any time on Saturdays, Sundays or legal holidays except with the written permission of the COTR.
- B.6.3 Hours for core drilling and Noisy activity: after 7 PM and halt before 6 AM during the weekdays and weekends

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SECTION C: SPECIFICATIONS/WORK STATEMENT (SOW)

C.1 The Courts have is seeking a qualified Contractor to construct the “DC Court of Appeals (DCCA) Loading Dock Security Room” for the National Law Enforcement Officers Memorial Fund (NLEOMF) Project is accordance this solicitation and drawings/specifications.

C.2 Location of project:

The project will be constructed on the loading dock of the DCCA located at 430 E Street, N.W., Washington, D.C. 20001, in accordance with the specifications specified herein and the related construction drawings.

C.3 Background:

Use existing space on the loading dock to build out a Security Room to meet the operational needs of the NLEOMF. The Security Room will serve as the NLEOMF post to monitor deliveries to and from the new Police Memorial Museum scheduled for the Grand Opening on October 11, 2018. The Security Room will be constructed in accordance with this solicitation, drawings/specifications any referenced documents.

C.4 Link to Loading Dock Security Room plans/drawings and specifications: <http://tinyurl.com/y9a33yeb>

C.5 THE FOLLOWING WORK SHALL BE PERFORMED IN ACCORDANCE WITH THIS SOLICITATION, DRAWINGS AND SPECIFICATIONS:

- a. Contractor shall build out a security office by constructing approximately 12’ high new GWB walls with metal studs to enclose an existing space to use as a security room.
- b. Install hollow metal door and frame.
- c. Add a single pole light switch for an existing ceiling light fixture.
- d. Add one quad electrical outlet and one data outlet. All electrical and data wiring shall installed in EMT conduit with compression fittings and installed per NEC and local code.
- e. Add approximately 12’ of 10” x 10” supply air duct and approximately 4’ of 8” x 8” return air duct to existing HVAC.
- f. Install packaged variable air volume modulating control damper system as per construction drawings complete with thermostat.
- g. Modify existing sprinkler branch piping and sprinkler head as required to meet the requirements of the new layout.

- h. Paint walls, door, and frame as per the construction drawings.
- C.7** The working hours are from 7:00pm to 6:00am Monday through Friday. (Saturday and Sundays are subject to the COTR written approval).
- C.8** Each person working on the project will be required to submit for security clearance. Only individuals who pass the security requirements will be permitted to work on the site.
- C.9** Daily clean-up will be required.
- C.10** The Contractor shall provide full-time dedicated Project Management throughout the duration of the project for such items including, but not limited to, daily site walkthroughs and weekly progress meetings.
- C.11** The Court will contract directly with a Contractor to provide the necessary quality assurance and quality control inspections. This does not relieve the general contractor from performing QA/QC in accordance with their approved plan. The Contractor will be responsible for all required coordination and inspection.
- C.12** The Contractor shall provide access to the construction site to permit the Construction Management Consultant (CMC) to observe and inspect the work in progress. The Contractor shall be responsible for coordinating and completing all work under this contract within the performance period of this contract and shall be held accountable for any or all delays.
- C.13** The Contractor must provide and be responsible for all components not supplied by Court.
- C.14** The Contractor is to be the single point of accountability and the responsible party for the entire system in accordance with the Contract Documents.
- C.15** The Contract Documents forms the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written Modification executed by the Court's Contracting Officer. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Contractor, (2) between the Owner and a Subcontractor or Sub-subcontractor, (3) between the Owner and Architect or (4) between any persons or entities other than the Owner and Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.
- C.16** The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

C.17 The Specifications are the portion(s) of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

C.18 DIVISION OF RESPONSIBILITIES

C.18.1. Contractor Responsibilities: The successful Contractor shall be responsible for performing all the work stipulated in this Solicitation. The specifications/scope of work (SOW) includes construction, maintenance during construction, site security, temporary structures and utilities, health and safety of the public, workers and subcontractors, project management, project scheduling, quality control/quality assurance for design and construction, materials sampling and testing, obtaining permits, coordination and design assistance for removal, clean up, and disposal of all unnecessary materials, as well as coordinating with The Courts and the appropriate designated Construction Management Consultant.

C.18.2. Construction Management Consultant, (CMC): A separate A&E firm and Quality Assurance firm will be assigned to represent The Courts as the onsite representative that will perform oversight responsibilities, which include management and construction oversight activities of the Contractor's operations and ensure that the final project results satisfies The Court's and that the Contractor meets the contract requirements. The function of the CMC is not to direct or instruct the Contractor in its construction activities but to oversee and inform the Court of the Contractor's conformance or not with the contract requirements.

C.18.3. Owner: The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. Except as otherwise provided in this document, the Architect and Construction Manager does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative. The term "Court" shall, depending on how that term is defined elsewhere in this contract, mean the Superior Court of the District of Columbia, the District of Columbia Court of Appeals, or the District of Columbia Court System. The term "District of Columbia Government" shall mean all the branches of the government of the District of Columbia, including the District of Columbia Courts.

C.18.4. Contracting Officer: The DC Courts' Court Contracting Officer who has the appropriate contracting authority is the only DC Courts official authorized to contractually bind the DC Courts through signing contract documents.

C.18.5. Contracting Officer's Technical Representative (COTR): The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Offeror's performance or nonperformance of the contract requirements. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract.

C.19 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

C.19.1 Before starting the work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished

by the Owner, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the COTR as a request for information in such form as the COTR may require.

- C.19.2 The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the work installed by other Contractors, are not guaranteed by the Architect or the Owner. Therefore, the Contractor shall satisfy itself as to the accuracy of all grades, elevations, dimensions and locations. In all cases of interconnection of its Work with existing or other work, it shall verify at the site all grades, elevations, dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions or locations shall be promptly rectified by the Contractor without any additional cost to the Owner.
- C.19.3 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the COTR, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or made known to the Contractor shall be reported promptly to the Owner.
- C.19.4 If the Contractor believes that additional cost or time is involved because of written clarifications or instructions issued by the Court in response to the Contractor's notices or requests for information, the Contractor shall make Claims as provided per this contract. If the Contractor fails to perform the contract obligations, the Contractor shall pay such costs and damages to the Court as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized such error, inconsistency, omission or difference and knowingly failed to report it to the COTR.

C.20 SUPERVISION AND CONSTRUCTION PROCEDURES

- C.20.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely

written notice to the COTR and shall not proceed with that portion of the Work without further written instructions from the COTR.

- C.20.2 The Contractor shall be responsible to the Court for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

C.21 LABOR AND MATERIALS

- C.21.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- C.21.2 The Contractor may make substitutions only with the written consent of the COTR, after evaluation by the Architect and in accordance with a Change Order.
- C.21.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts and individuals associated with the Project. The Contractor shall use its best efforts to minimize the likelihood of any strike, work stoppage or other labor disturbance.
- C.21.4 No materials furnished by the Owner shall be applied to any other use, public or private, or than that for which they are issued to the Contractor. The full amount of the cost to the Owner of all materials furnished by the Owner 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 moneys 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 Owner 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.
- C.21.5 Should the Contractor cause damage to work or property of The Court or to other work at the site, the contractor shall promptly remedy such damage, at no additional cost to the Court.
- C.21.6 Upon award of the contract and approval of the performance schedule, by the Contracting Officer's Technical Representative (COTR), the Contractor shall begin construction specified in the Notice to Proceed.

C.22 SITE ACCESS

No other area besides the project site will be designated as a mobilization area or lay-down yard.

C.22 DEVIATIONS TO DE ACCEPTED DESIGN

Designer of Record (DOR) approval and the Courts' written concurrence are required for any proposed deviation from the accepted design which still complies with the contract before the Contractor is authorized to proceed with material acquisition or installation. Within the terms of the Contract Clause entitled, "Specifications and Drawings for Construction", they are considered to be "shop drawings." If necessary to facilitate the project schedule, the Contractor and the DOR may discuss a submittal proposing a deviation with the Contracting Officer's Representative prior to officially submitting it to the Court. However, the Court reserves the right to review the submittal before providing an opinion, if deemed necessary. In any case, the Court will not formally agree to or provide a preliminary opinion on any deviation without the Designer of Record's (DOR's) written approval or recommended approval. The Court reserves the right to non-concur with any deviation from the design.

C.23 SUBSTITUTIONS

- C.23.1 Unless prohibited or provided for otherwise elsewhere in the contract, where the accepted contract proposal named products, systems, materials or equipment by manufacturer, brand name and/or by model number or other specific identification, and the Contractor desires to substitute manufacturer or model after award, submit a requested substitution to COTR for approval. Include substantiation, identifying information and the DOR's written approval, as meeting the contract requirements and that it is equal in function, performance, quality and salient features to that in the accepted contract proposal. If the Contract otherwise prohibits substitutions of equal named products, systems, materials or equipment by manufacturer, brand name and/or by model number or other specific identification, the request is considered a "variation" to the contract.
- C.23.2 In addition to the above stated requirements for proposed deviations to the accepted design, both Designer of Record and Court's approval and, where applicable, a contract modification are required before the Contractor is authorized to proceed with material acquisition or installation for any proposed variation to the contract (the solicitation and/or the accepted proposal), which constitutes a change to the contract terms. The Court reserves the right to accept or reject any such proposed deviation at its discretion.

C.24 KEY PERSONNEL ON SITE

- C.24.1. The Contractor shall employ a competent Superintendent/Project Manager who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

24.2 Qualifications

- a) Superintendent/Project Manager – minimum 10 years of experience
- b) Quality Control and Safety experience
- c) OSHA 30hr Certification

C.25 The Court will provide the necessary building permit(s).

C.26 The project must be completed in its entirety by October 10, 2018.

C.27 **BONDS**

The contractor must furnish the following bonds:

C.27.1 Bid Bond: 5% of the total amount of their bid with the bid submission.

C.28 **WARRANTY**

C.28.1 The Contractor shall warrant that the work performed including all materials, parts, and labor for a period of one (1) year from date of acceptance by the Court. The Contractor will make any repairs, replacements or adjustments made necessary of such defects promptly to the satisfaction of the Court and at no cost to the Court.

C.28.2 The Contractor shall provide a one (1) year manufacture warranty on all parts and labor.

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SECTION D: PACKAGING AND MARKING

THIS SECTION IS RESERVED AND NOT APPLICABLE TO THIS SOLICITATION*

SECTION E: INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SERVICES:

- E.1.1 “Services” as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.
- E.1.2 The Contractor shall provide and maintain an inspection system acceptable to the Court covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Court during contract performance and for as long afterward as the contract requires. The COTR has been delegated the authority to inspect and accept all services, reports and required deliverables or output with the advice or assistance of the oversight independent contractor.
- E.1.3 The Court has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Court will perform inspections and tests in a manner that will not unduly delay the work.
- E.1.4 If the Court performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.
- E.1.5 If any of the services do not conform to the contract requirements, the Court may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the Court may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the value of services performed.
- E.1.6 If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the Court may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Court that is directly related to the performance of such services, or (2) terminate the contract for default.
- E.1.7 When it is established by a joint inspection team including the COTR and the CM (an independent A&E firm hired by the Court to provide oversight of construction activities) that all construction activities as described in the Scope of Work have been satisfactorily completed, a Certificate of Substantial Completion drafted by the CM and signed by each member of the inspection team will be issued to the Contractor.
- E.1.8 The Inspection team will be reconvened to perform final inspection and acceptance. If it is determined at this time that all defects have been rectified and that the site has adequately stood up to the as built

standards, a Certificate of Final Completion will then be issued to the Contractor, signed by all parties of the inspection team.

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT:

F.1.1 The term of the contract shall be from the date of the Notice to Proceed to October 10, 2018.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 Time Extensions:

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause a delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

F.3. DELIVERABLES

F.3.1 All Deliverables shall be in a form and manner acceptable to the Courts. The Contractor shall provide to the Contract Officer's Technical Representative (COTR) the deliverables specified below within the designated time frame(s).

F.3.1.1 The Contractor shall, within three (3) after the Notice to Proceed, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the work.

F.3.1.2 The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the COTR. If, in the opinion of the COTR, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the COTR, without additional cost to the Court. In this circumstance, the COTR may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plan, and to submit for approval any supplementary schedule or schedules in chart form as the COTR deems necessary to demonstrate how the approved rate of progress will be regained.

F.3.1.3 Failure of the Contractor to comply with the requirements of the COTR under this clause shall be grounds for a determination by the COTR that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

F.4 REPORTING REQUIREMENTS AND COMUNICATION

F.4.1 The Contractor shall submit Monthly Reports and a Final Report as follows:

- (a) Monthly Reports:** The Contractors shall provide to the COTR, within 5 days after the end of each month and as a condition for progress payment, a report on the activities undertaken during the month. The monthly report should seek to be a brief yet precise, description of the activities, with emphasis on issues that have arisen, impacts made, constraints and problems encountered, and proposals for remedial action to be taken. The monthly report should also include the Contractor's accrued monthly expenditures, summary of invoices, a timeline, progress photos and updated schedule. The final format for the monthly report is to be agreed upon between the Contractor and the COTR.

During any delay in furnishing a Monthly Report required under this contract, the COTR may withhold from payment an amount not to exceed 10 percent (10%) of the amount of the monthly progress payment, until such time as the COTR determines that the delay no longer has a detrimental effect on the Court's ability to monitor the Contractor's progress.

- (b) Final Report:** The Contractor shall prepare a Final Report that matches accomplishments to the specific items in the Scope of Work. The content and submittal date of the Final Report is to be agreed upon between the Contractor and the COTR.
- (c)** The Court reserves the right to adjust the level of reporting during the performance of this contract.
- (d)** The Contractor shall perform the activities required to successfully complete the Courts requirements and submit each deliverable to the Contracting Officer's Technical Representative (COTR) identified in section G. of this solicitation.

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SECTION G: CONTRACT ADMINISTRATION

G.1 Payment/Invoices

- G.1.1 The Courts will make invoice payments under the terms and conditions specified in the contract. **The Contractor will be compensated upon completion and acceptance of the work as specified in the contract.** Payments shall be considered as being made on the day a check is dated or the date of an electronic funds transfer.
- G.1.2 Effective June 8, 2018 all invoices and payment request shall be submitted electronically through the U.S. Department of the Treasury's **Invoice Processing Platform** (IPP) System using the "Bill to Agency" of Interior Business Center-FMD. The IPP website address is <https://www.ipp.gov>. In addition, it is the vendors' (contractors') responsibility to be System for Awards Management (SAM) registered and in IPP. The vendors (contractors) must be SAM registered in order to register in IPP. The SAM website address is <https://www.sam.gov>.
- G.1.3 In order to receive payment, the Contractor must use the IPP website to register, access, and use IPP for submitting all invoice requests for payment(s). Assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email at IPPCustomerSupport@discal.treasury.gov or by phone (866) 973-3131.
- G.1.4 Payment request means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, at a minimum, the Contractors' electronic invoice shall include the following information:
- a. Name and address of the Contractor,
 - b. The purchase order number,
 - c. Invoice date,
 - d. Invoice number,
 - e. Name of the Contracting Officer Technical Representative (COTR),
 - f. COTR email address, and
 - g. Description, quality, unit of measure, and extended price of the services or supplies actually rendered.
- G.1.5 Once the electronic invoice has been submitted through IPP, no later than 2 business days from the electronic submission, the Contractor must email and/or mail to the COTR a copy of the electronic invoice along with all the required supporting documentation as stated in the contract.
- G.1.6 The Contracting Officer's Technical Representative (COTR) shall review each electronic invoice for certification of receipt of satisfactory services prior to authorization of payment.

G.2 Final Invoice

- G.2.1 The Contractor shall submit final electronic invoice (s) within thirty (30) days after the expiration of this contract. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.
- G.2.2 The Contractor must contact the COTR in order to obtain a D.C. Courts Release of Claims form. Upon receipt of the form, the Contractor must complete and submitted the Release of Claims form as well as provide a copy of the final electronic invoice to the COTR.
- G.2.3 In addition, the Contractor shall complete **Attachment J.9 - District of Columbia Courts Release of Claims form and submit to the Contracting Officer.**

G.3 BILLING/ PAYMENT CERTIFICATION

- G.3.1 Payment to the Contractor for services satisfactorily performed shall be made by the Courts once the Contractor's certified invoice has been approved by the **COTR**, or in the case of a dispute, subject to final determination by the Contracting Officer.
 - G.3.2 Based upon Applications for Payment submitted to the Courts by the Contractor, the Courts shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
 - G.3.3 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
 - G.3.4 Notwithstanding any other payment terms in this contract, the Courts will make invoice payments under the terms and conditions in accordance with the Courts policies. The Courts shall make progress payments monthly as the work proceeds or at more frequent intervals as determined by the Contracting Officer, based on percentages of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.
- (1) The Contractor's request for progress payments shall include the following substantiation:
 - (i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.
 - (ii) A listing of the amount included for work performed by each subcontractor under the contract.
 - (iii) A listing of the total amount of each subcontract under the contract.
 - (iv) A listing of the amounts previously paid to each such subcontractor under the contract.
 - (v) Additional supporting data in a form and detail required by the Contracting Officer.
 - (vi) The release of Lien from General Contractor & 2nd tier releases from Sub-subs.
 - (2) In the preparation of estimates, the Contracting Officer 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 also may be taken into consideration if --
 - (i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(3) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made.

G.3.5 Each Application for Payment shall be based on the most recent **approved** cost loaded schedule submitted by the Contractor in accordance with the Contract Documents. The following requirements apply to the **approved** cost loaded schedule:

1. This schedule shall allocate the entire Contract Sum among the various portions of the Work;
2. The **approved** cost loaded schedule shall be prepared in such form and supported by such data to substantiate its accuracy as the Courts may be required to perform an earned value management analysis;
3. The Contractor should thoroughly review their cost-loaded schedule prior to submission to the Courts to ensure the identified costs accurately reflect the true costs of each cost-loaded activity.

G.3.6 In the event DC Courts choose to delete specific portions of work, these identified and approved costs will be the firm costs deleted from the contract scope of work. The contractor will not be allowed to modify these costs at a later date when determining potential contract cost credits.

G.3.7 Applications for Payment shall indicate the percentage of completion of each portion of the work as of the end of the period covered by the Application for Payment.

G.3.8 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of **Ten percent (10.00%)** to be modified. Pending final determination of cost to the Contracting Officer of changes in the Work, amounts not in dispute shall be;
2. And that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of **Ten percent (10.00%)**;
3. Subtract the aggregate of previous payments made by the Owner; and
4. Subtract amounts, if any, for which the Courts has withheld or nullified a Certificate for Payment.

G.3.9 The progress payment amount determined shall be further modified under the following circumstances:

1. And, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Courts and Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
2. And, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts.

G.3.10 Reduction or limitation of retainage, if any, shall be as follows:

G.3.11 Until the contract completion, the retainage will be held at ten percent (**10.00%**) of the earned value of the work completed to date.

G.3.12 Except with the Court's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site. A contractor request which includes payment for project material stored at a location other than the project site will not be approved until the contractor meets the off-site material storage requirements as indicated by DC Courts.

G.3.13 Contractor's certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that—

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime Contractor intends to withhold or retain from a subContractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

G.3.14 Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the “unearned amount”), the Contractor shall—

- (1) Notify the Contracting Officer of such performance deficiency; and
- (2) Be obligated to pay the Court an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until—
 - (i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or
 - (ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

G.3.15 Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Court, but this shall not be construed as—

- (1) 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
- (2) Waiving the right of the Court to require the fulfillment of all of the terms of the contract.

G.4 FINAL PAYMENT

G.4.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Courts to the Contractor when:

1. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided Section C, Drawings, and all other applicable incorporated documents, and to satisfy other requirements, if any, which extend beyond final payment; and
2. A final Certificate for Payment has been issued by the Courts.
3. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner:
 - i. an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied,
 - ii. a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner,
 - iii. consent of surety, if any, to final payment and if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

G.4.2 The Court final payment to the Contractor shall be made no later than thirty (30) days after the issuance of the Courts final Certificate for Payment. The Contractor shall submit final electronic invoice (s) within thirty (30) days after the expiration of this contract. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

G.5 PAYMENT TO SUBCONTRACTORS

- G.5.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the Courts for work performed by any subcontractor under this contract:
- a) Pay the subcontractor for the proportionate share of the total payment received from the Courts that is attributable to the subcontractor for work performed under the contract; or
 - b) Notify the Courts and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.
- G.5.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the 15th day after the required payment date for any other services.
- G.5.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
- G.5.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the Courts is a party. The Courts may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.5.5 Subcontract requirements

- G.5.5.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses.

G.6 AUDITS

- G.6.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the Courts and a discrepancy of overpayment is found, the Courts shall be reimbursed for said overpayment within thirty (30) days after written notification.

G.6.2 Tax Exempt

The Courts is exempt from taxation pursuant to D.C. Code 47-2005(1).

G.6.3 Prompt Payment Act

The Courts will pay interest (late charge) on each electronically receipted and approved invoice pursuant to the Prompt Payment Act, 31 U.S.C. 3901 et seq.

G.7 CONTRACTING OFFICER (CO) AND CONTRACTING OFFICER REPRESENTATIVE (COTR)

G.7.1 **Contracting Officer.** The District of Columbia Courts' Contracting Officer who has the appropriate contracting authority is the only Courts official authorized to contractually bind the Courts through signing contract documents.

All correspondence to the Contracting Officer shall be forwarded to:

A. Geoffrey Mack
Manager
Procurement & Contracts Branch
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 622
Washington, D.C. 20001

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER (CO)

G.8.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modify the requirements of this contract, unless issued in writing and signed by the CO.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

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

G.9.1 The COTR is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

- a. Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
- b. Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.

- c. Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.
- d. Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
- e. Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.
- f. Obtain necessary permits and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

G.9.2 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

G.9.3 Coordinating site entry for Contractor personnel, if applicable;

G.9.4 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

G.9.5 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the Courts payment provisions; and

G.9.6 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.9.7 The address and email of the COTR is:

Marvin J. King, PMP
 Chief Capital Project Manager
 Capital Projects and Facilities Management Division
 District of Columbia Courts
 Office: (202) 879-4201
Marvin.king@dcac.gov

G.9.8 The COTR shall NOT have the authority to:

- 1. To award, agree to or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
- 2. Grant deviations from or waive any of the terms and conditions of the contract;
- 3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract;
- 4. Authorize the expenditure of funds by the Contractor;
- 5. Change the period of performance; or
- 6. Authorize the use of Courts property, except as specified in the contract.

G.9.9 THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT ABSENT THE REQUISITE AUTHORITY OF THE COTR TO MAKE ANY SUCH CHANGES, CONTRACTOR MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE CONTRACTING OFFICER, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY ADDITIONAL WORK PERFORMED THAT IS NOT SO AUTHORIZED, AND MAY BE ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE COURTS, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED CHANGES.

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SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 OTHER CONTRACTORS

The Contractor shall not commit or permit any act which will interfere with the performance of work done by any other Courts Contractor or by any Courts employee. If another contractor is awarded a future contract for performance of the required services, the original contractor shall cooperate fully with the Courts and the new contractor in any transition activities which the Contracting Officer deems necessary during the term of the contract.

H.2 DISCLOSURE OF INFORMATION

- H.2.1 Any information made available by the District of Columbia Courts shall be used only for the purposes of carrying out the provisions of this contract, and shall not be divulged nor made known in any manner to any person except as may be necessary in the performance of the contract.
- H.2.2. In performance of this Contract, the Contractor agrees to assume responsibility for protection of the confidentiality of Courts records and that all work shall be performed under the supervision of the Contractor or the Contractor's responsible employees.
- H.2.3 Each office or employee of the Contractor to whom information may be available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions.
- H.2.4 No information regarding the Contractor's performance of the contract shall be disclosed by the Contractor to anyone other than the District of Columbia Courts officials unless written approval is obtained in advance from the Contracting Officer.

H.3 SECURITY REQUIREMENTS

The Courts create a unique environment for Contractors to perform work. There are levels of security that can hinder access to all areas of the buildings, such as, high-traffic areas, cell blocks, and secure areas for Judge and Jurors. Working in a building that includes many different levels of security can be challenging. **The Contractor is required to obtain clearances for their project team and their subcontractors, and obtain permission to work in secure areas. The processes to obtain clearances and permission may take up to ten (10) days, but contractors are still required to maintain their prescribed schedules. The requirement for Contractor personnel to obtain a security clearance is mandatory to work on the DC Courts' premise.** If the procedures to acquire the security clearance change, the Contracting Officer will notify the Contractor of any new requirements as soon as practicable. The Contractor shall satisfy security clearance requirements as designated by the Contracting Officer. Contractors should understand that some secure areas require work to be performed during off

hours or with the accompaniment of Court Security Offices (CSO's). These secure areas include the Clerk of the Court's office area, Judges' Chambers, and U.S. Marshals Space. A CSO and U.S. Marshal must be retained for security use by the Contractor when entering these areas.

H.4 CONTRACTOR MANAGEMENT RESPONSIBILITY

The Contractor shall appoint a Project Manager who will be the Contractor's Authorized Representative for technical and administrative performance of all services required hereunder. The Project Manager shall provide the single point of contact through which all Contractor/Court communications, work and technical direction shall flow. The Project Manager will be present at scheduled deliverables presentations and responsible for insuring that any requested changes be made to the final product. The Contractor shall identify the Project Manager, in writing, within five (5) days of contract award.

H.4.1 The bidder shall provide the following Key Personnel with the minimum qualifications desired under this contract:

1. Superintendent/Project Manager

H.4.2 The Construction Superintendent/Project Manager shall have a minimum of 10+ years of experience as a project superintendent on similar construction projects and similar environment. The Construction Superintendent must have demonstrated experience coordinating all site construction activities and supervising all field personnel as required to successfully finishing similar project on schedule and within budget. The Construction Superintendent can be the Safety Manager.

H.4.3 Construction Key personnel shall be on the construction site on a full time basis throughout the construction period unless otherwise approved by Court or their designated representative. If key personnel are approved to be off-site to attend meetings or such other work, the Contractor shall have at minimum one alternate present on the site serving as its Construction Site Representative at all times when any performance of the work at the site is being conducted by any member of the Contractor or its subcontractor. Key personnel shall be under the direct employ of the Contractor for the duration of the work activities under this Contract.

H.4.4 The Personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor will immediately notify the Court Contracting Officer and the Court Contracting Officers Representative reasonably in advance and will submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the project.

H.5 SUSPENSION OF WORK

- H.5.1 (a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Courts.
- H.5.2 (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.
- H.5.3 (c) A claim under this clause shall not be allowed:
- (1) For any costs incurred more than 20 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 the suspension, delay, or interruption, but not later than the date of final payment under the contract.

H.6 COURT DELAYS OF WORK

- (a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.
- (b) A claim under this clause shall not be allowed:
- (1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

H.7 Safety Precautions:

- H.7.1 The Contractor shall perform all site, plant and construction work in accordance with the Safety Standards of the District of Columbia and the Occupational Safety and Health Act of 1970.
- H.7.2 The Contractor or his representative shall be thoroughly familiar with these standards and have copies of the same available at the project site at all times.
- H.7.3 Operators of explosive-actuated tools shall have a training certificate, as required by the Safety Code in their possession.
- H.7.4 The Contractor shall be responsible for providing and installing adequate temporary shoring and/or bracing for all walls, slabs and like constructions if needed to perform the task.
- H.7.5 The Government its officers, agents, servants and employees shall not be held liable for any property damages or physical harm resulting from inadequate protection.
- H.7.6 Prior to execution of shoring and/or bracing, the Contractor shall submit details and calculations for shoring and/or bracing designs for the COTR's review and concurrence.
- H.7.7 Special precautions shall be exercised by the Contractor to prevent use of or access to Contractor's materials, equipment or tools by occupants or entry by occupants into Contractor's work areas.

H.8 Reference to Codes and Regulations

- H.8.1 Where the District of Columbia codes and regulations and other codes and regulations are referred to in these specifications, they are minimum requirements.
- H.8.2 Where the requirements of these specifications exceed the referred requirements of the codes and regulations, these specifications shall govern.

H.9 Protection

- H.9.1 The Contractor shall protect existing public and private property to remain intact including but not limited to sidewalks, pavements, landscaping, etc., from damages by approved means such as planking, covering, temporary cement curbs, etc., and shall be responsible for the replacement of items to remain that are damaged by work under this contract. Damages to sidewalks, curbs, streets, public property and public utilities shall be repaired or replaced, as directed by the Contracting Officer in accordance with standards of the agency having jurisdiction over the damaged property. Grouting of cracks in sidewalks and driveways will not be permitted.
- H.9.2 Contractor shall be responsible for paint stains, broken shrubbery, broken windows, personal injury to workers and the public during the performance of the work, and shall make restitution as required by the contract.
- H.9.3 Nothing contained in foregoing provisions for fences, barricades or site protection shall be interpreted as making the Court a part to, liable for, or relieving the Contract of:
- (1) The Contractor's responsibility for all injuries to property or premises;
 - (2) The Contractor's responsibility for materials delivered and work performed until completion and final acceptance; and
 - (3) The Contractor's responsibility to sustain all costs, losses or damages arising out of the nature of the work to be done, or due to any unforeseen or usual obstructions or difficulties which may be encountered in the accomplishment of work, or resulting from the work, or resulting from the action of the elements; and

H.10 Warranty

- H.10.1 The Contractor shall warrant that the work performed in connection with damage of Courts' properties be free from all defects and agrees that for a period of one (1) year from date of acceptance by the Court, any repairs, replacements or adjustments made necessary of such defects will be made promptly without cost to and to the satisfaction of the Court.

H.11 Debris and Cleaning

- H.11.1 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.11.2 Upon completion of the work, the Contractor shall remove all equipment, salvaged materials and unused materials from the site promptly (except any materials that are the property of the Court) and leave the premises in a neat and clean condition satisfactory to the Court.
- H.11.3 Due to the use of the building it is extremely important that the Contractor execute his work in as clean a manner as possible with the use of drop cloths, dust barriers, enclosures, frequent debris

cleanup and removal, and other control measures to minimize the spread of materials, noxious gases, dust, and other airborne materials beyond the work in the building.

H.12 Materials and Workmanship

- H.12.1 Unless otherwise specified, all materials and equipment 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.12.2 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 manufacturers printed instructions and recommendations for a first class job.

H.13 Standards

- H.13.1 Any material specified by reference to the number, symbol or title of a specific standard such as a Commercial Standard, a Federal Specification, ASTM specification or other similar standard, shall comply with the requirements in the latest revision thereof and any amendment or supplement thereto. It effects on the date of solicitation, except as limited to type, class or grade or modified in such reference. Interim Federal Specifications do not form a part of the contract requirements unless specifically mentioned in the various specification sections.
- H.13.2 The standards referred to, except as modified in the specifications, shall have full force and effect as though printed in the specifications. Federal Specifications, Commercial Standards and other standard specifications will not be furnished to bidders. However, the Contracting Officer will furnish, upon request, information as to how copies of the standards referred to may be obtained.
- H.13.3 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.14 Access to Building

- (1) Contractor will be given access to the building, except to secure all sensitive areas or where work is specified to be performed at specified periods.
- (2) Contractor will be given access to buildings only on Monday through Friday of each week.
- (3) Work on Saturdays, Sundays and holidays will not be permitted except with the written permission from the COTR.
- (4) Contractor shall make all necessary arrangements for access to the building after regular working hours and/or for work on Saturday, Sunday or Holidays with the COTR.

- (5) Should the Contractor desire to work on Saturdays, Sundays, or holidays, he/she must receive permission in writing from the COTR or designee. If permission is granted, all work performed shall be at no additional expense to the Court.

H.15 USE OF PREMISES

- (a) The Contractor shall not load or permit the loading of any part of any structure to such an extent as to endanger its safety.
- (b) The Contractor shall comply with the regulations governing the operation of premises, which are occupied and shall perform his contract in such a manner as not to interrupt or interfere with the conduct of Court.
- (c) Any work necessary to be performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the Court.
- (d) The Contractor shall use only such entrances to the work area as designated by the COTR.
- (e) Any work, once started, shall be completed as rapidly as possible and without unnecessary delay.
- (f) Only such portions of the premises as required for proper execution of the contract shall be occupied.
- (g) All work shall be performed in such manner as to cause minimum annoyance to occupants of adjacent premises and interference with normal traffic.
- (h) Work performed in existing buildings shall be executed in a manner that will cause minimum interference with facility occupants.
- (i) All work shall be carried on in an orderly manner performed in such manner to cause minimum:
 - (1) Interference with or disruption of normal activities in the building which is occupied; and
 - (2) Noises or disturbances.

H.16 CONSENT TO SUBCONTRACT

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement which the Courts shall have the rights to review and approve prior to its execution. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontractor approved by the Court, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

H.17 SUBCONTRACTS

- (a) Nothing contained in the contract documents shall be construed as creating any contractual relationship between any subcontractor and the Court.
- (b) The divisions or sections of the specifications are intended to control the Contractor in dividing the work among the subcontractors or to limit the work performed by any trade.
- (c) The Contractor shall be as fully responsible to the Court for the acts and omissions of subcontractors, and of persons employed by them as he is for the acts and omissions of persons directly employed by him.
- (d) The Contractor shall be responsible for the coordination of the trades, subcontractors, materials, and persons engaged upon his work.
- (e) The Court will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.
- (f) Any work or service so subcontracted shall be performed pursuant to a subcontract agreement which the Courts shall have the rights to review and approve prior to its execution. Notwithstanding any such subcontractor approved by the Court, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

H.18 LIQUIDATED DAMAGES:

N/A

H.19 BID BOND

H.19.1 Bid Bond

Contractors shall submit with their bid a Bid Bond in the amount of **5%** of the Contractor's lump sum price. For example, if the Bidder provides a Lump Sum Price of \$100,000, the Bid Bond shall be 5% of \$5,000. The Contractor's Bid Bond shall be submitted on the form provided as **Attachment J.11**. All bonding companies shall be licensed to conduct business in the District of Columbia and be included on the United States Department of Treasury's website Listing of Approved Sureties.

H.21 DEPARTMENT OF LABOR WAGE DETERMINATIONS

H.21.1 The Contractor shall be bound by the Davis Bacon Act, Wage Determination No.: DC1070002, dated 07/6/18, issued by the U.S. Department of Labor, and incorporated herein as **Attachment J.10**. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.22 PUBLICITY

H.22 The Contractor shall at all times obtain the prior written approval from the Court's Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.23 WARRANTY

23.1 Bidders are encouraged to submit information on any standard commercial warranties provided for offered products.

H.23.2 **Incorporation of Warranty.** Notwithstanding the contractor's standard commercial warranty, if offered and accepted by the DC Court, any dispute thereunder will be resolved under the Disputes clause of this contract, notwithstanding any disputes procedure that may be specified in the warranty.

H.23.3 Contractor Warranty (Products)

H.23.1 The Contractor warrants that all products furnished under this contract, including packaging and markings, will be free from defects in material or workmanship and will conform with the specifications and all other requirements of this contract.

H.23.2 The Contracting Officer will give written notice to the contractor of any breach of warranty and either:

- (1) Require the prompt correction or replacement of any defective or nonconforming products; or
- (2) Retain them, reducing the contract price by an amount equitable under the circumstances.

H.23.3 When return for correction or replacement is required, the Contractor is responsible for all costs of transportation and for risk of loss in transit. If the contractor fails or refuses to correct or replace the defective or nonconforming products, the contracting officer may correct or replace them with similar products and charge the contractor for any cost to the DC Court. In addition, the contracting officer may dispose of the nonconforming products, with reimbursement from the contractor or from the proceeds for excess costs. Any products corrected or furnished in replacement are subject to this clause.

H.23.4 The rights and remedies of the DC Court provided in this clause are in addition to, and do not limit, any rights afforded to the DC Court by any other clause of the contract.

H.23.5 Warranty of Services

H. 23.5.1 Definition. "Acceptance," as used in this clause, means the act of an authorized representative of the DC Court by which the DC Court assumes for itself, or as an agent of another, approves specific services, as partial or complete performance of the contract.

H. 23.5.2 Notwithstanding inspection and acceptance by the DC Court or any provision concerning the conclusiveness thereof, the contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The contracting officer will give written notice of any defect or nonconformance to the contractor [contracting officer will insert the specific period of time in which notice will be given to the contractor; e.g., "within 30 days from the date of acceptance by the DC Court"; within 1000 hours of use by the DC Court;" or other specified event whose occurrence will terminate the period of notice, or combination of any applicable events or period of time]. This notice will state either:

- (1) That the contractor shall correct or re-perform any defective or nonconforming services; or
- (2) That the DC Court does not require correction or re-performance.

H. 23.5.3 If the contractor is required to correct or re-perform, it shall be at no cost to the DC Court, and any services corrected or re-performed by the contractor shall be subject to this clause to the same extent as work initially performed. If the contractor fails or refuses to correct or re-perform, the contracting officer may, by contract or otherwise, correct or replace with similar services and charge to the contractor the cost occasioned to the DC Court thereby, or make an equitable adjustment in the contract price.

H.23.5.4 If the DC Court does not require correction or re-performance, the Contracting Officer will make an equitable adjustment in the contract price.

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PART II

SECTION I - CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The D.C. Courts General Conditions and the Construction Contracts (**Attachment J.1**) shall be applicable to the contract resulting from this solicitation.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations. The Court's obligation for performance of this contract beyond current fiscal year is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Courts for any payment may arise for performance under this contract beyond current fiscal year until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.3 CONFIDENTIALITY OF INFORMATION

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, will be calendar days, therefore, include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

THIS SECTION IS RESERVED AND NOT APPLICABLE TO THIS SOLICITATION

I.6 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another courts contractor or by any court employee.

I.7 Ethics in Public Contracting

The bidder shall familiarize itself with the Court's policy entitled "Ethics In Public Contracting". The bidder shall abide by such provisions in submission of its proposal and performance of any contract awarded. **See Attachment J.3.**

I.8 Disputes

Any dispute arising under or out of this contract is subject to Chapter 8 of the Procurement Guidelines of the District of Columbia Courts.

I.9 Laws and Regulations

All applicable laws, Courts rules, procurement guidelines and regulations shall apply to the contract throughout, and they will be considered to be included in the contract the same as though herein written out in full.

I.10 Non-Discrimination

The Contractor agrees that it will comply with the nondiscrimination requirements set forth in D.C. Code, Section 2-1402.11(2001) which will be incorporated into any contract awarded. The Contractor agrees to comply with requests from the Courts to support the Contractor's adherence to this section.

I.11 Examination of Books and Records

The Contracting Officer or any of the Contracting Officer's duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers and record of the Contractor involving transactions related to the contract.

I.12 Record Keeping

The Contractor shall be expected to maintain complete and accurate records justifying all actual and accrued expenditures. The Contractor's records shall be subject to periodic audit by the Court.

I.13 Protest

- I.13.1 Any aggrieved person may protest this solicitation, award or proposed contract award in accordance with Chapter 8 of the Procurement Guidelines of the District of Columbia Courts. Protest shall be filed in writing, within ten (10) working days after the basis of the protest is known (or should have been known), whichever is earlier with the Contracting Officer at:

Administrative Officer
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 622
Washington, D.C. 20001

- I.13.2 A protest shall include the following:
I.13.2.1 Name, address and telephone number of the protester;
I.13.2.2 Solicitation or contract number;

- I.13.2.3 Detailed statement of the legal and factual grounds for the protest, including copies of relevant documents;
- I.13.2.4 Request for a ruling by the Contracting Officer; and
- I.13.2.5 Statement as to the form of relief requested.

I.14 Debriefing

An unsuccessful offeror may request a debriefing by submitting a written request to the Contracting Officer at the address specified in I.13 above within (3) calendar days from the date of receipt of the notification of award.

I.15 Insurance:

- A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

The District of Columbia Courts shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be affected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

All insurance shall set forth the District of Columbia Courts as an additional insured. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit on the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO within Ten (10) days prior written notice in the event of non-payment of premium. The Contractor must submit to the Contracting Officer a certificate of insurance as evidence of compliance within ten (10) calendar days after the request. .

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

1. Commercial General Liability Insurance (“CGL”) - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor’s commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers’ Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
4. Employer’s Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of employer’s liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of the District of Columbia Courts.

5. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the District of Columbia Courts and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
6. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called “silent” coverage under a commercial general liability or professional liability policy will not be acceptable.
7. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor’s umbrella or excess liability policy or (ii) \$10,000,000 per occurrence and \$10,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

C. DURATION

The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia, and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

D. LIABILITY

These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

E. CONTRACTOR'S PROPERTY

Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia Courts.

F. MEASURE OF PAYMENT

The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

G. NOTIFICATION

The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and/or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

H. CERTIFICATES OF INSURANCE

The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

Reginald Ramdat
Contract Specialist
616 H Street, N.W.
Suite 612
Washington, DC 20001
Phone: 202-879-2865
ramdatrn@dcsc.gov

The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

I. DISCLOSURE OF INFORMATION

The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party, which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

J. CARRIER RATINGS

All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

I.16 EQUAL EMPLOYMENT OPPORTUNITY

- I.16.1 Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, marital status, sex, disability, sexual preference or age. Contractor shall take such actions as are reasonably necessary to ensure that employees and applicants for employment are treated without regard to their race, creed, color, national origin, marital status, sex, sexual preference or age. As used herein, the term "treated" shall mean and include, without limitation, the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.
- I.16.2 Contractor shall furnish all information and reports required by Governmental Authorities to determine Contractor's compliance with the provisions of Applicable Laws, and shall permit access to its books and records by DC Courts and/or any such Governmental Authority during regular business hours for purposes of investigation to ascertain compliance with this Section.

I.17 ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (a) Supplies and Services or Price/Cost Section (Section B);

- (b) Specifications/Work Statement (Section C);
- (c) Special Contract Requirements (Section H);
- (d) Deliveries and Performance (Section F);
- (e) Contract Clauses (Section I);
- (f) Contract Administration Data (Section G);
- (g) Inspection and Acceptance (Section E); and
- (g) Contract Attachments (Section J) in the order they appear.

I.18 CANCELLATION CEILING

In the event of cancellation of the contract because of non-appropriation for any fiscal year after the current fiscal year, there shall be a cancellation ceiling of zero dollars representing reasonable pre production and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

I.19 GOVERNING LAW

This Contract and any disputes arising out of or related to this Contract shall be governed by and construed in accordance with, the laws of the District of Columbia.

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PART III

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

- J.1 D.C. Courts General Conditions and the Construction Contracts**
- J.2 Anti-Collusion Statement**
- J.3 Ethics in Public Contracting**
- J.4 Non-Discrimination**
- J.5 Certification of Eligibility**
- J.6 Tax Certification Affidavit**
- J.7 Certification Regarding a Drug-Free Workplace**
- J.8 Past Performance Form Evaluation Form**
- J.9 District of Columbia Courts Release of Claims**
- J.10 Wage Determination**
- J.11 Bid Bond Form**
- J.12 Building Permit**

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PART IV

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 CERTIFICATE REGARDING A DRUG-FREE WORKPLACE (See Attachment J.7)

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 Bid Submission and Identification:

L.1.1 The District of Columbia Courts will not accept a facsimile copy of a bid as an original. Unless specifically authorized in the solicitation, the District of Columbia Courts shall not accept telegraphic bids.

L.1.2 The bidder shall conspicuously mark on the outside of the bid package the name and address of the bidder and the following:

Solicitation Number: DCSC-18-IFB-0126

Caption: "Construction of a Security Room"

Bid Receiving Date & Time: August 8, 2018, by 2:00 p.m.

L.1.3 Confidentiality of Submitted Information:

L.1.3.1 Bidders who include in their bids data that they do not want disclosed to the public or used by the District of Columbia Courts except for use in the procurement process shall mark the title page of the bid document with the following legend:

L.1.3.1.1 *"This bid includes data that shall not be disclosed outside the District of Columbia Courts and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process."*

L.1.3.2 The specific information within the *bid* which the bidder is making subject to this restriction announced on the title page must be noted on the individual pages which contain it. The bidder shall mark each page containing confidential information or data it wishes to restrict with the following text:

L.1.3.2.1 *"Use or disclosure of data contained on this page is subject to the restriction on the title page of this bid".*

L.1.3.3 Note that the District of Columbia Courts shall have the right to duplicate, use, or disclose the data to the extent consistent with the Court's internal needs in the procurement process. The Courts may, without permission of the bidder, use, without restriction, information contained in this *bid* package if it is obtained from another source.

L.1.4 Bids shall be hand delivered or mailed to the following address:

District of Columbia Courts
Administrative Services Division
Procurement and Contracts Branch
Attn: Reginald Ramdat, Contract Specialist
515 Fifth Street, N.W., Suite 319
Washington, D.C. 20001

L.2 Bid Information and Format:

L.2.1 Each bidder shall submit one (1) original and three (3) copies of the Bid. Each bid shall be properly indexed and include all information requested in the solicitation.

L.2.3 General Information:

L.2.3.1 In this section of the **bid**, the **bidder** shall provide a brief description of its organization, including:

L.2.3.1.1 Ownership structure

L.2.3.1.2 Ownership by foreign corporation with an interest exceeding five (5) percent.

L.2.3.1.3 Whether the bidder is a corporation, joint venture, partnership (including type of partnership) or individual

L.2.3.1.4 Articles of incorporation, partnership or joint venture agreement

L.2.4 Copy of any current license, permit, registration or certification to transact business in the District of Columbia, if required by law to obtain such license, permit, registration or certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements;

L.2.5 If the **bidder** is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements;

L.2.6 Name, address, and current phone number of bidder's contact person.

L.2.7 Three (3) references (**See Attachment J.8 – Past Performance Evaluation Form**) to include information about previously performed District or federal or private contracts providing similar and/or like services for the past three (3) years, inclusive of dates, contract amount, address and telephone number of the contract administrator. Each reference letter shall address client's satisfaction with **bidder's** performance and deliverables on similar projects.

- L.2.7.1 Resume of the Superintendent/Project Manager.
- L.2.8 **Disclosure:**
 - L.2.8.1 This section of the bid shall include the disclosure information described below:
 - L.2.8.1.1 Disclosure details of any legal action or litigation past or pending against the **bidder**;
 - L.2.8.1.2 A statement that the **bidder** knows of no conflict between its interests and those of the District of Columbia Courts; and further that the **bidder** knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the District of Columbia Courts; and
 - L.2.8.1.3 Documentary evidence (e.g. certificates) that the **bidder** is authorized to conduct business in the District, and the **bidder** is current in its tax obligation to the District of Columbia.
- L.2.9 **Bid Price:**
 - L.2.9.1 Bidders will be required to provide a firm-fixed price or lump sum price using the format in Section B.5.1. The firm-fixed price or lump sum price shall include all the expenses necessary to complete the project, including, but not limited to profit, home and field office overhead, supervision, labor, materials, equipment, bonds, insurance and other services that may be required to obtain the necessary to perform the work described herein and drawings/Specifications.
- L.3 **Bid Submission Date and Time, Late Submission, Modifications and Withdrawals:**
 - L.3.1 Bids shall be submitted no later than the date and time specified in the solicitation. Bids, modifications to bids, or requests for withdrawal that are received in the designated Courts office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:
 - L.3.1.1 The bid or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of bids;
 - L.3.1.2 The bid or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the Courts after receipt; or
 - L.3.1.3 The bid is the only bid received.
 - L.3.2 The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed

to be the last minute of the date shown. If no date is shown in the postmark, the bid shall be considered late unless the **bidder** can furnish evidence from the postal authorities of timely mailing.

- L.3.3 A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.
- L.3.4 A late modification of a successful bid which makes its terms more favorable to the Courts shall be considered at any time it is received and may be accepted.
- L.3.5 A late bid, late modification or late withdrawal of **bid** that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

L.4 Questions:

- L.4.1 Questions concerning this solicitation must be directed by **e-mail** to:

Reginald Ramdat, Contract Specialist
Procurement and Contracts Branch
Administrative Services Division
District of Columbia Courts
E-mail address: reginald.ramdat@dcsc.gov
Telephone Number: (202) 879 –2865

- L.4.2 For further information on submission of questions, please refer to section L.5 of this solicitation.

L.5 Explanation to Prospective Bidders:

- L.5.1 **Any prospective bidder desiring an explanation or interpretation of this solicitation must request it by e-mail at least five (5) days prior to the Bid receiving date.** Requests shall be directed to the procurement contact person at the e-mail address listed in Section L.4, above. Any substantive information given to a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.6 Changes to the Solicitation:

- L.6.1 The terms and conditions of this solicitation may only be modified by written addenda issued by the Contracting Officer, any oral representations to the contrary notwithstanding.

Amendments will be posted on: <https://www.dccourts.gov/about/procurement-contracts-branch>

L.7 Contract Award:

L.7.1 **A contract will be awarded to the responsible and responsive bidder whose bid meets the requirements set forth in this solicitation, and is the lowest total bid price.**

L.8 Cancellation of Award

L.8.1 The District of Columbia Courts reserve the right, without liability to the Court, to cancel the award of any contract at any time prior to the approval of a formal written contract signed by the Executive Officer and Administrative Officer of the District of Columbia Courts.

L.9 Official Bid

L.9.1 **Bids** signed by an agent shall be accompanied by evidence of that agent's authority unless that evidence has been previously furnished to the Contracting Officer.

L.10 Certifications, Affidavits and Other Submissions

L.10.1 Bidders shall complete and return with their **bid** all of the required Representations and Certifications (Section A and Attachment J.2 - Anti-Collusion Statement, Attachment J.4 - Non-Discrimination, J.5 - Certification of Eligibility, J.6 - Tax Certification Affidavit and J.7 - Certification of a Drug-Free Workplace).

L.11 Retention of Bids

L.11.1 All bid documents shall be the property of the District of Columbia Courts and retained by the Courts, and therefore will not be returned to the bidders. One (1) copy of each bid shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the bid will become a part of the official file on this matter without obligation on the part of the Courts except as to the disclosure restrictions contained in Section L.1.3.

L.12 Public Disclosure under FOIA:

L.12.1 Trade secrets or proprietary information submitted by a bidder in connection with procurement shall not be subject to public disclosure under the District of Columbia Freedom of Information Act (FOIA). This Act is not applicable to the Court. However, the bidder must invoke the protection of this section prior to or upon submission of the data or other materials; must identify the specific area or scope of data or other materials to be protected; and state the reasons why protection is necessary. A blanket proscription that the bidder's entire bid is proprietary will have not effect whatsoever.

L.13 Examination of Solicitation:

- L.13.1 Bidders are expected to examine the Specifications/Statement of Work/drawings and referenced documents/all instructions and attachments in this solicitation. Failure to do so will be at the bidder's risk.

L.14 Acknowledgment of Amendments:

- L.14.1 Bidders shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) identifying the amendment number and date in the bid; or (c) letter. The District of Columbia Courts must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

L.15 Right to Reject Bids:

- L.15.1 The Courts reserves the right to reject, in whole or in part, any and all bids received as the result of this solicitation.

L.16 Bid Preparation Costs

- L.16.1 Each bidder shall bear all costs it incurs in providing responses to this solicitation and for providing any additional information required by the Courts to facilitate the evaluation process. The successful bidder shall also bear all costs incurred in conjunction with contract development and negotiation.

L.17 Prime Contractor's Responsibilities

- L.17.1 Each bidder may propose services that are provided by others, but any service(s) proposed must meet all of the requirements of this solicitation.
- L.17.2 If the bidder's bid includes services provided by others, the bidder will be required to act as the prime Contractor for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The Contractor will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this solicitation.

L.18 Contract Type:

- L.18.1 This is a Firm-Fixed Price Contract.

L.19 Failure to Respond to Solicitation:

- L.19.1 In the event that a prospective bidder does not submit a bid in response to the solicitation, the prospective bidder should advise the Contracting Officer by letter or postcard whether the prospective bidder wants any future solicitations for similar requirements. If the prospective bidder does not submit a bid for three successive bid openings and does not notify the Contracting Officer that future solicitations are desired, the prospective bidder's name may be removed from applicable mailing list.

L.20 Signing Bids and Certifications:

- L.20.1 Each bidder must a full business address and telephone number of the bidder and **BE SIGNED BY THE PERSON OR PERSONS LEGALLY AUTHORIZED TO SIGN CONTRACTS**. All correspondence concerning the bid or resulting contract will be mailed to the address shown above on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation, followed by the signature and title of the person having authority to sign for the corporation. Upon request, a bidder shall provide to the Courts satisfactory evidence of authority of the person signing on behalf of the corporation. If an agent signs a bid, the bidder shall submit to the Contracting Officer, the agent's authority to bind the bidder. Bidder shall complete and sign all Representations and Acknowledgments, as appropriate. Failure to do so may result in the bid being rejected.

L.21 Errors in Bids:

- L.21.1 Bidders shall fully inform themselves as to all information and requirements contained in the solicitation. Failure to do so will be at the bidder's risk. In the event of a discrepancy between the unit price and the extended price, the unit price shall govern.

L.22 Authorized Negotiators

- L.22.1 The bidder shall include in its bid a statement indicating those persons authorized to negotiate on the bidder's behalf with the District of Columbia Courts in connection with this Request for bids: (list names, titles, and telephone numbers of the authorized negotiators). Bidders are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the bidder's risk.

L.23 Acceptance Period

- L.23.1 The bidder agrees that if its bid is accepted within 120 days from the date specified in the solicitation for the submission of bids, to furnish services at the price stated in the bid.

L.24 Pre-Bid Conference:

- L.24.1 A pre-bid/site visit conference will be held at 10:00 a.m. on July 30, 2018, at 616 H Street, N.W., Suite 617, Washington, D.C. 20001. All interested persons/firms should plan to attend. The site is not available for independent visits. A picture identification will be required for entry and standard Court security policies and procedures will be in effect.

SECTION M - EVALUATION FACTORS

M.1 Prospective Contractor's Responsibility

- M.1.1 In order to receive an award under this solicitation, the Court's Contracting Officer must determine that the prospective contractor has the capability in all respects to perform fully the contract requirements. To be deemed responsible, a prospective contractor must establish that it has:
- M.1.1.1 Financial resources adequate to perform the contract, or the ability to obtain them;
 - M.1.1.2 Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
 - M.1.1.3 A satisfactory record of performance;
 - M.1.1.4 The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;
 - M.1.1.5 Compliance with the applicable District licensing, tax laws, and regulations;
 - M.1.1.6 The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
 - M.1.1.7 Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- M.1.2 The Courts reserves the right to request from a prospective contractor information necessary to determine the prospective contractor's responsibility. Information is to be submitted upon the request of the Courts within the time specified in the request. Failure of a bidder to comply with a request for information may subject the bidder's bid to rejection on responsibility grounds. If a prospective contractor fails to supply the requested information, the Court's Contracting Officer shall make the determination of responsibility or nonresponsibility based on available information. If the available information is insufficient to make a determination of nonresponsibility, the Court's Contracting Officer shall determine the bidder to be nonresponsible.

GENERAL TERMS AND CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

ARTICLE 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the DC Courts Solicitation which includes all applicable Attachments found in “Section J: Attachments. Amendments issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect.

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Contractor, (2) between the DC Courts and a Subcontractor or Sub-subcontractor except as set forth in paragraphs 5.3 and 5.4, (3) between the DC Courts and Architect or (4) between any persons or entities other than the DC Courts and Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

1.1.3 THE WORK

The term "work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The work may constitute the whole or a part of the project.

1.1.4 THE PROJECT

The project is the total construction of which the work performed under the Contract Documents may be the whole or a part and which may include construction by the DC Courts or by separate contractors.

1.1.5 THE DRAWINGS

The drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.6 THE SPECIFICATIONS

There are specifications to be issued under the terms of this contract which are included as Appendix 9 of this solicitation.

1.1.7 The terms “knowledge,” “recognize,” “discover,” their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression “reasonably inferable” and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the

Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event of inconsistencies within, between or among parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality and/or greater quantity of work or (ii) comply with the more stringent requirement; either or both shall be done in accordance with the Architect's interpretation. The terms and conditions of this Subparagraph 1.2.1, however, shall not relieve the Contractor of any of the obligations set forth in Subparagraphs 3.2 and 3.7.

1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the work among Subcontractors or in establishing the extent of work to be performed by any trade.

1.2.3 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings in the District of Columbia.

1.2.4 The Contractor shall keep on the work site a copy of Contract Drawings and Specifications and shall at all times give the Contracting Officer or authorized individuals access thereto. Anything mentioned in the Specifications but not shown on the Contract Drawings, or shown on the Contract Drawings but not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both.

1.2.4.1 All Contract requirements are equally binding. Each Contract requirement, whether or not omitted elsewhere in the document, is binding as though occurring in any or all parts of the Contract.

1.2.4.2 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 and D.C. Code requirements have priority over the Contract Form, General Provisions, Labor Provisions, Change Orders, Amendments, Contract Drawings, Special Provisions and Specifications.
3. The Contract Form, General Provisions and Labor Provisions have priority over: Change Orders, Amendments, Contract Drawings, Special Provisions and Specifications.
4. Change Orders have priority over: Exhibits, Contract Drawings and Specifications.
5. Amendments to the contract and change orders have priority over Contract Drawings, Special Provisions and Specifications. A later dated Amendment has priority over earlier dated Amendments.
6. Special Provisions have priority over: Contract Drawings and Specifications.
7. Shown and indicated dimensions have priority over scaled dimensions.
8. Original scale drawings and details have priority over scaled dimensions.
9. Large scale drawings and details have priority over small scale drawings and details.
10. Specifications have priority over Drawings.
11. Schedules have priority over Specifications.

1.2.4.3 Any adjustment(s) by the Contractor without a prior determination by the Contracting Officer shall be at his own risk and expense.

1.3 CAPITALIZATION

1.3.1 Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents.

1.4 INTERPRETATION

1.4.1 In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.5 EXECUTION OF CONTRACT DOCUMENTS

1.5.1 The Contract Documents shall be signed by the DC Courts and Contractor.

1.5.2 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the work is to be performed and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Agreement, the Contractor and each Subcontractor evaluated and satisfied themselves as to the conditions and limitations under which the work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, (v) the planned and actual procedures and processes of the local approval and inspection authorities, and (vi) other similar issues. The DC Courts assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in Paragraph 10.3, the Contractor shall be solely responsible for providing a safe place for the performance of the work. The DC Courts shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of this Subparagraph 1.5.2.

1.6 DC COURTS AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

1.6.1 The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared on behalf of the DC Courts by the Architect or the Architect's consultants, and unless otherwise indicated, the Architect and the Architect's consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the work. The Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the work without the specific written consent of the DC Courts. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared on behalf of the DC Courts by the Architect and the Architect's consultants appropriate to and for use in the execution of their work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared on the behalf of the DC Courts by the Architect and the Architect's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' copyrights or other reserved rights.

ARTICLE 2 DC COURTS

2.1 GENERAL

2.2 INFORMATION AND SERVICES REQUIRED OF THE DC COURTS

2.2.1 Except for permits and fees, including those required under Section 3.7.1, which are the responsibility of the Contractor under the Contract Documents, the DC Courts shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

2.2.2 Information or services required of the DC Courts by the Contract Documents shall be furnished by the DC Courts with reasonable promptness. Any other information or services relevant to the Contractor's performance of the work under the DC Courts' control shall be furnished by the DC Courts after receipt from the Contractor of a written request for such information or services.

2.2.3 The Contractor will be furnished a means of obtaining, at the Contractor's expense, copies of Drawings and Project Manuals.

2.3 DC COURTS' RIGHT TO STOP THE WORK

2.3.1 If the Contractor fails to correct work which is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or persistently fails to carry out work in accordance with the Contract Documents, the DC Courts may issue a written order to the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the DC Courts to stop the work shall not give rise to a duty on the part of the DC Courts to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

2.3.2 If the Contractor fails to abide by any or all of the provisions of the Contract, the Contracting Officer reserves the right to stop all work or any portion thereof affected by the Contractor's failure to comply with the Contract requirements. This stoppage will remain in effect until the Contractor has taken action to meet the contract requirements. If the Contractor fails or refuses to meet all the provisions of the contract or any separable part thereof after written notification and work stoppage, the DC Courts may terminate the right of the Contractor to proceed.

2.4 DC COURTS'S RIGHT TO CARRY OUT THE WORK

2.4.1 If the Contractor defaults or neglects to carry out the work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the DC Courts to commence and continue correction of such default or neglect with diligence and promptness, the DC Courts may, without prejudice to other remedies the DC Courts may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including DC Courts expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the DC Courts and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the DC Courts.

2.5 DC COURTS'S ROLE

2.5.1 The rights stated in this Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the DC Courts (i) granted in the Contract Documents, (ii) at law or (iii) in equity.

2.5.2 In no event shall the DC Courts have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures for safety precautions and programs in connection with the work, notwithstanding any of the rights and authority granted the DC Courts in the Contract Documents.

ARTICLE 3 CONTRACTOR

3.1 GENERAL

3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative. If the Contractor is an individual, the term "Contractor" shall mean the Contractor, his or her heir(s), executors and administrators. If the Contractor is a corporation, the "Contractor" shall mean the Contractor and its successor.

3.1.2 The Contractor shall perform the work in accordance with the Contract Documents.

3.1.3 The Contractor shall not be relieved of obligations to perform the work in accordance with the Contract Documents either by activities or duties of the DC Courts, Architect, or Construction Manager in the administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1 Since the Contract Documents are complementary, before starting each portion of the work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the work, as well as the information furnished by the DC Courts pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the DC Courts and Construction Manager as a request for information in such form as the DC Courts may require.

3.2.1.1 The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the work installed by other contractors, is not guaranteed by the Architect or the DC Courts.

3.2.1.2 The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions and locations. In all cases of interconnection of its work with existing or other work, it shall verify at the site all grades, elevations, dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions or locations shall be promptly rectified by the Contractor without any additional cost to the DC Courts.

3.2.2 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the DC Courts and Architect, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or made known to the Contractor shall be reported promptly to the DC Courts.

3.2.3 If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Architect in response to the Contractor's notices or requests for information pursuant to Sections 3.2.1 and 3.2.2, the Contractor shall make Claims as provided in Sections 4.3.6 and 4.3.7. If the Contractor fails to perform the obligations of Sections 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the DC Courts as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the DC Courts or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1 The Contractor shall supervise and direct the work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the DC Courts and Architect and shall not proceed with that portion of the work without further written instructions from the Architect.

3.3.2 The Contractor shall be responsible to the DC Courts for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the work for or on behalf of the Contractor or any of its Subcontractors.

3.3.3 The Contractor shall be responsible for inspection of portions of work already performed to determine that such portions are in proper condition to receive subsequent work.

3.4 LABOR AND MATERIALS

3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work.

3.4.2 The Contractor may make substitutions only with the consent of the DC Courts, after evaluation by the Architect and in accordance with a Change Order.

3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor shall only employ or use labor in connection with the work capable of working harmoniously with all trades, crafts and individuals associated with the Project. The Contractor shall use its best efforts to minimize the likelihood of any strike, work stoppage or other labor disturbance.

3.4.4 No materials furnished by the DC Courts 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 DC Courts of all materials furnished by the DC Courts 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 moneys 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 DC Courts 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.

3.5 WARRANTY

3.5.1 The Contractor warrants to the DC Courts and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.5.2 The Contractor shall warrant that the work performed to be free from all defects and agrees that for a period of one (1) year from date of final acceptance by the DC Courts, any repairs, replacements or adjustments made necessary because of such defects will be made promptly without cost to and to the satisfaction of the DC Courts.

3.5.3 The Contractor agrees to assign to the DC Courts at the time of final completion of the work any and all manufacturer's warranties relating to materials and labor used in the work and further agrees to perform the work in such a manner so as to preserve any and all such manufacturer's warranties.

3.6 TAXES

3.6.1 Except as provided in Section 3.6.2, the Contractor shall pay sales, consumer, use and similar taxes for the work provided by the Contractor which are legally enacted when Offers are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

3.6.2 Materials which are physically incorporated as a permanent part of real property are not subject to District of Columbia and 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 District of Columbia. Where the Contractor, subcontractor, or material supplier has already paid the Sales and Use Tax on materials, as prescribed above, the Sales and Use Tax Regulations of the District of Columbia permit the Contractor, subcontractor, or material supplier to deduct the sales or use tax on the purchase price of the same on his next monthly return as an adjustment.

3.6.3 District of Columbia Sales and Use Tax shall be paid on any materials and supplies which do not become a physical part of (and remain in) the finished project. The DC Courts is exempt from and will not pay Federal Excise Tax, Transportation Tax, and the District of Columbia Sales and Use Taxes which do become a physical part of (and remain in) the finished project.

3.6.4 The DC Courts requires that the Contractor follows the regulations set in the Title 9. Taxation: Chapter 4 - Sales and Use Taxes. See Attachment J.17 (Tax Regulations).

3.6.5 The District of Columbia Courts provide a Tax Exemption Certificate for use by the Contractor. See Attachment J.18 (DC Courts Tax Exemption Certificate).

3.7 PERMITS, FEES AND NOTICES

3.7.1 The Contractor shall, without additional expense to the DC Courts, be responsible for obtaining any necessary licenses, trade permits, and public space permits for complying with any federal, state and municipal laws, codes and regulations applicable to performance of the work. **The DC Courts is responsible for obtaining the building permit required to complete the work.**

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

3.7.1.2 If the Contractor is unable to obtain a permit, then Contractor shall so notify the Contracting Officer's Technical Representative (COTR). The COTR shall have no obligation to assist Contractor in obtaining permits, or liability of any kind if assistance is or is not provided Contractor.

3.7.1.3 Work requiring permits and licenses will not be allowed to proceed until evidence has been produced showing that such permits and licenses have been procured. Permits will be issued only to persons duly licensed for work in the District of Columbia, except as follows:

1. Where electrical, plumbing and refrigeration contractors and their craft persons perform work under contract with the DC Courts 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.
2. The Contractor shall prominently display all permits within the confines of the construction site.
3. Permits, licenses and certificates which may be required must be arranged by the Contractor at no extra cost to the DC Courts.

3.7.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the work.

3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and DC Courts in writing, and necessary changes shall be accomplished by appropriate Modification.

3.7.4 If the Contractor performs work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and DC Courts, the Contractor shall assume appropriate responsibility for such work and shall bear the costs attributable to correction.

3.8 ALLOWANCES

3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the DC Courts may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

3.8.2 Unless otherwise provided in the Contract Documents:

1. allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
2. Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, CSO allowances, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances;
3. whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

3.8.3 Materials and equipment under an allowance shall be selected by the DC Courts in sufficient time to avoid delay in the work.

3.9 SUPERINTENDENT

3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the project site during performance of the work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case. The Contractor is required to provide the supervisory and project management staff as indicated in the proposal presented for this Project. Failure to provide those staff members, without prior approval of the Contracting Officer will be considered a material breach of the Contract.

3.9.2 The DC Courts has the right to approve the Contractor's primary supervisory and project management staff. The Contractor may not remove any primary supervisory or project management staff without written approval of the DC Courts. However, the Contractor will promptly remove from the project any of the Contractor's staff to whom the DC Courts has a reasonable objection.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the DC Courts and Architect's information a Contractor's construction schedule for the work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the work and project, shall be related to the entire project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the work. The Contractor shall comply with the scheduling requirements set forth in Specifications found in Attachment J.23.

3.10.2 The Contractor shall prepare and keep current, for the Architect's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time to review submittals.

3.10.3 The Contractor shall perform the work in general accordance with the most recent schedules submitted to the DC Courts and Architect.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

3.11.1 The Contractor shall maintain at the site for the DC Courts one record copy of the Drawings, Specifications, Amendments, Change Orders and other Modifications, in good order and marked currently to record field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the DC Courts upon completion of the work.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the work.

3.12.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the work will be judged.

3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect without action.

3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Construction Manager for distribution to the applicable members of the project team including but not limited to the Architect, Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the work or in the activities of the DC Courts or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action.

3.12.6 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the work and of the Contract Documents.

3.12.7 The Contractor shall perform no portion of the work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

3.12.8 The work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Construction Manager and Architect in writing of such deviation at the time of submittal and (1) the Construction Manager and Architect has given written approval to the specific deviation as a minor change in the work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Construction Manager and Architect's approval thereof.

3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such written notice the Construction Manager and Architect's approval of a resubmission shall not apply to such revisions.

3.12.10 The Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the DC Courts and the Construction Manager will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, who shall comply with reasonable requirements of the DC Courts regarding qualifications and insurance and whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Construction Manager and Architect.

The DC Courts, Construction Manager, and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals. Pursuant to this Section 3.12.10, the Construction Manager and Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

3.13 USE OF SITE

3.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 CUTTING AND PATCHING

3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the work or to make its parts fit together properly.

3.14.2 The Contractor shall not damage or endanger a portion of the work, fully or partially completed construction of the DC Courts, or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the DC Courts or a separate contractor except with written consent of the DC Courts and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the DC Courts or a separate contractor the Contractor's consent to cutting or otherwise altering the work.

3.15 CLEANING UP

3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the DC Courts may do so and the cost thereof shall be charged to the Contractor.

3.16 ACCESS TO WORK

3.16.1 The Contractor shall provide the DC Courts, Construction Manager, DC Courts Representative, and Architect access to the work in preparation and progress wherever located.

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

3.17.1 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the DC Courts, Construction Manager and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the DC Courts, Construction Manager or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Construction Manager and Architect. Contractor will not knowingly include any work copyrighted by others in any material prepared under this Agreement unless it obtained either prior permission from the DC Courts or an irrevocable royalty free license for the DC Courts in such work.

3.17.2 The Contractor shall not make application for a patent or copyright on any invention, item or process produced under this contract except with the written permission of the DC Courts. The DC Courts shall have an irrevocable nonexclusive royalty free license with the right to sublicense in any invention conceived or first actually reduced to practice in the course of or under this contract or any subcontract there under. All reports, programs, manuals, discs, tapes, card decks, listing, and other materials prepared by or worked upon by the Contractor's

employees under this Agreement shall belong exclusively to the DC Courts. Contractor agrees not to publish or disclose any material first prepared under this Agreement without prior permission of the DC Courts.

3.17.3 Contractor agrees to give the DC Courts all assistance reasonably required to protect the rights defined in these provisions.

3.18 INDEMNIFICATION

3.18.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the DC Courts, DC Courts Consultants, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, expenses and judgments, at law and in equity, including but not limited to attorneys' fees, arising out of or in any way relating to Contractor's performance of the work, provided that such claim, damage, loss, expense or judgment is attributable to bodily injury, sickness, disease or death, or to injury or damage to or destruction of tangible property, including the work itself, but only to the extent caused by the acts or omissions of Contractor, a subcontractor or supplier to Contractor, or anyone directly or indirectly employed by any of them or any one for whose acts they may be liable, regardless whether such claim, damage, loss, expense or judgment is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person in this Section 3.18. It is agreed that the indemnification rights and obligations of this Section 3.18 shall not apply to any claim, damage, loss, expense or judgment caused solely by a party or parties otherwise indemnified hereunder.

3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

3.18.2.1 The Contractor shall indemnify and save harmless the DC Courts and its officers, agents and employees against any and all claims or liability arising from or based on, or as a consequence of or result of, any act, omission or default of the Contractor, its employees, or its subcontractor, in the performance of this Contract, regardless of whether or not any damage resulting from the Contractor's act, omission or default is caused in part by the DC Courts.

3.18.2.2 The Contractor shall indemnify and save harmless the DC Courts and its officers, agents and employees against any claim arising out of the use of any patented or unpatented invention, item or process in the performance of this Contract.

3.18.2.3 The Contractor shall indemnify and save harmless the DC Courts and its officers, agents and employees against any claim for copyright infringement relating to any work produced, used or delivered under this Contract.

3.18.3 The Contractor's indemnity obligations under this Paragraph 3.18 shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, without limitation, reasonable attorneys' fees), and punitive damages (if any) arising out of, or in connection with, any (i) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code, or requirement of a public authority that bears upon the performance of the work by the Contractor, a Subcontractor, or any person or entity for whom either is responsible, (ii) means, methods, procedures, techniques, or sequences of execution or performance of the work, and (iii) failure to secure and pay for permits, fees, approvals, licenses, and inspections as required under the Contract Documents, or any violation of any permit or other approval of a public authority applicable to the work, by the Contractor, a Subcontractor, or any person or entity for whom either is responsible.

3.18.4 The Contractor shall indemnify and hold harmless all of the Indemnities from and against any costs and expenses (including reasonable attorneys' fees) incurred by any of the Indemnities in enforcing any of the Contractor's defense, indemnity, and hold-harmless obligations under this Contract.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

4.1 DC COURTS'S CONSULTANT'S

4.1.1 CONSTRUCTION MANAGER

4.1.1.1 Construction Manager: Responsible for the overall planning, coordination, and control of a project from beginning to completion for the purpose of achieving project objectives including the management of cost, time and scope. The Construction Manager acts as an extension of staff to the DC Courts.

4.1.1.2 The Construction Manager is the person identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Construction Manager" means the Construction Manager or the Construction Manager's authorized representative.

4.1.1.3 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the DC Courts.

4.1.1.4 If the employment of the Construction Manager is terminated, the DC Courts shall employ a new Construction Manager against whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the former Construction Manager.

4.1.2 ARCHITECT

4.1.2.1 The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

4.1.2.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the DC Courts, Contractor and Architect. Consent shall not be unreasonably withheld.

4.1.2.3 If the employment of the Architect is terminated, the DC Courts shall employ a new Architect against whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the former Architect.

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1 The Construction Manager and the Architect (if applicable) shall be representatives of and shall advise and consult with the DC Courts during the administration of the Contract for Construction. Notwithstanding any terms that may be to the contrary in this Contract, the Construction Manager's, the Architect's and the Architect's design consultants' directions, instructions and determinations shall constitute recommendations only and shall be subject to the authority, directions, instructions and determinations of the Contracting Officer and the Contracting Officer's Technical Representative either of whom may adopt, override, reject or modify any recommendation(s) of the Construction Manager, Architect, and the Architect's consultants.

4.2.2 The Construction Manager and Architect, as representatives of the DC Courts, shall visit the site at intervals appropriate to the stage of the Contractor's operations to:

1. keep the DC Courts informed of the progress and quality of the work completed;
2. guard the DC Courts against defects and deficiencies in the Work; and;
3. determine if the Work is being performed in a manner indicating that the work will be in accordance with the Contract Documents.

4.2.3 The Construction Manager and Architect will not be responsible for the Contractor's failure to perform the work in accordance with the requirements of the Contract Documents. The Construction Manager and/or Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the work.

4.2.3.1 The Construction Manager and/or Architect shall report to the DC Courts known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor.

4.2.4 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the DC Courts and Contractor shall endeavor to communicate with each other through the Construction Manager about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect via the Construction Manager. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the DC Courts

4.2.5 The Construction Manager, with the recommendation of the Architect (if applicable), will have authority to reject work that does not conform to the Contract Documents. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require inspection or testing of the work in accordance with Sections 13.5.2 and 13.5.3, whether or not such work is fabricated, installed or completed. However, neither this authority of the Construction Manager nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Construction Manager to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the work.

4.2.6 The Construction Manager and Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall perform up to two (2) reviews of any item as part of these Services. The Architect's action will be taken with such reasonable promptness as to cause no delay in the work or in the activities of the DC Courts, Contractor or separate contractors, while allowing sufficient time in the Construction Manager's and Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager's and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Construction Manager's and Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Construction Manager's and Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.7 The Architect and Construction Manager may authorize minor changes in the work as provided in Section 7.4.

4.2.8 The DC Courts will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive written warranties and related documents required by the Contract and assembled by the Contractor. The DC Courts will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

4.2.9 If the DC Courts and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.10 Except as otherwise provided in the Contract, any dispute concerning a question of fact arising under the Contract which is not disposed of by agreement shall be decided in accordance with the claims procedures of Sections 4.3 and 4.4.

4.2.11 The DC Courts decisions, upon consultation with the Construction Manager and Architect, on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

4.3 CLAIMS AND DISPUTES

4.3.1 Claims under this Contract are governed by applicable procurement laws, regulations and guidelines and the terms of this Contract and the attached District of Columbia Courts' General Contract Provisions. Therefore, this contract requires the Contractor to give timely notice of claims and to resort to specified procedures to make a claim,

but do not impose these same requirements on the DC Courts. A "Claim" is a demand or assertion by the Contractor, seeking as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. "Claim" may also include other disputes and matters in question between the DC Courts and Contractor arising out of or relating to the Contract. Claims by the Contractor must be initiated by timely written notice provided both to the DC Courts and the Architect. The written notice must clearly indicate that it is a Notice of Claim by having as its reference or subject line, "Notice of Claim", or by clearly and conspicuously stating in its text, "This is a Notice of Claim." The Notice of Claim shall include such substantiation as is reasonably available. The responsibility to substantiate a Claim shall rest with the party making the Claim. Submitting a timely written Notice of Claim that strictly conforms in all respects to the requirements of the Guidelines and this Contract is a condition precedent to the consideration and validity of a Claim.

4.3.2 Time Limits on Claims. Claims by either party must be initiated within 30 days after occurrence of the event giving rise to such Claim or within 30 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the DC Courts or DC Courts representative and the other party.

4.3.3 Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing or as provided in Section 9.7.1 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the DC Courts shall continue to make payments in accordance with the Contract Documents.

4.3.4 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than twenty-one (21) days after first observance of the conditions. The DC Courts Representative will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the DC Courts Representative determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the DC Courts Representative shall so notify the DC Courts and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the DC Courts Representative has given notice of the decision. If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted, but if the DC Courts and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Construction Manager for determination, subject to further proceedings pursuant to Section 4.4.

4.3.4.1 The Contractor shall promptly, and before such conditions are disturbed, notify the Contracting Officer in writing of:

1. Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract, and
2. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered or indicated in the Contract and generally recognized as inherent in the nature of the work provided for in the Contract.

4.3.4.2 The Contracting Officer will promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under the Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the Contract modified in writing accordingly.

4.3.4.3 No claim of Contractor under this Article will be allowed unless the Contractor has given the notice required.

4.3.4.4 No claim by the Contractor for an equitable adjustment hereunder will be allowed if asserted after final payment under the Contract.

4.3.5 Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.1.

4.3.6 If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the DC Courts to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the work issued by the Architect, (4) failure of payment by the DC Courts, (5) termination of the Contract by the DC Courts, (6) DC Courts suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Section 4.3.

4.3.7 Claims for Additional Time

4.3.7.1 If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the work. In the case of a continuing delay only one Claim is necessary. Without prior written approval from the Contracting Officer, the Contractor may not reserve for assessment at a later time its estimate of cost and probable effect of delay on progress of the Work.

4.3.7.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. Any claim for extension of Contract Time based on delays caused by abnormal weather, as defined in 4.3.7.5, shall be substantiated by the following:

4.3.7.2.1 Record of "normal weather conditions" established from historical weather data determined from climatological data sheets obtained from the (U.S. Department of Commerce) National Oceanic and Atmospheric Administration ("NOAA") National Weather Service Station for the locality closest to the project site for a five-year period preceding the date of the Contract. The Contractor shall provide the monthly NOAA data sheets, which indicate daily weather data. The annual summary data sheets, which do not include daily weather data, are not acceptable.

4.3.7.2.2 Weather data from National Weather Service for the time period cited in the claim for extension.

4.3.7.3 The determination of the ability to file for a claim for an increase in the Contract Time shall be made in accordance with the provisions of subparagraphs 4.3.7.4 through 4.3.7.8.

4.3.7.4 The Contractor agrees that it shall not be entitled to a time extension for normal inclement weather which can be expected at the Project locale due to precipitation or temperature, based upon actual data from the NOAA for the locality closest to the project site for a five-year period preceding the date of the Contract. The Contractor acknowledges and warrants that in making its proposal or Offer and Construction Schedule for the work, it gave due care and consideration to this expected number of calendar days of inclement weather for the locale of the Project and allowed for the impact of inclement weather on subsequent work. During the time of performance, should the expected number of calendar days of inclement weather for the locale of the Project be less than originally anticipated by the Contractor, those days not so affected by inclement weather shall be considered float time in the Construction Schedule.

4.3.7.5 The Contractor agrees that the measure of abnormal inclement weather due to precipitation or temperature during the period covered by this Contract shall be the number of days in excess of those shown in the weather data referenced in subparagraph 4.3.7.4 hereof, in which precipitation exceeds 0.50 inch (or in the case of snow or ice pellets, 1 inch or more), or in which the highest temperature was 32 degrees Fahrenheit or below or the lowest temperature was 95 degrees Fahrenheit or above.

4.3.7.6 Extensions of time will be made only for days in which abnormal inclement weather criteria cited in subparagraph 4.3.7.5 occur. Subsequent days for drying out of rain-soaked soil may not be claimed.

4.3.7.7 If the total calendar days lost due to inclement weather, from the start of the work at the Project site by the Contractor until the principal portions of the work are enclosed, exceeds the total number of days to be expected to be lost for the same time period, a time extension, if granted, shall only be the number of calendar days needed to

equal the excess number of calendar days lost to such abnormal inclement weather. Time extensions from weather delays do not entitle the Contractor to “extended overhead” recovery.

4.3.7.8 Submit claims for additional time related to inclement weather in order to maintain schedule. The DC Courts on-site representative will determine within two working days of occurrence (and only after receipt from the Contractor, in writing, that a claim will be made for the day(s) in question), whether or not inclement weather caused loss of a work day. Said determination shall prevail should a dispute arise due to differing conditions between the project site weather and the NWS/NOAA weather service station identified in paragraph 4.3.7.2.1.

4.3.8 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

4.3.9 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of work proposed will cause substantial inequity to the DC Courts or Contractor, the applicable unit prices shall be equitably adjusted.

4.3.10 Waiver of Certain Remedies and Consequential Damages; Liquidated Damages.

4.3.10.1 The Contractor’s damages for any alleged breach of the Contract or any termination of the Contract shall be limited to those expressly allowed by the terms of the Contract Documents. The Contractor waives any claims for consequential damages arising out of or relating to this Contract, including, without limitation, any damages for losses of financing, business or reputation, or for lost profits except as to profit arising out of or relating to this Contract; including, without limitation, any damages for losses of financing, business, or reputation, or for lost profits except as to profit arising directly from the work when such profit is expressly made recoverable under the Changes, Claims, or Termination for Convenience provisions of this Contract.

4.3.10.2 Because damages to the DC Courts from delay in completion of the work are uncertain and difficult to ascertain with exactness, the Contract provides for liquidated damages as a reasonable way to compensate the DC Courts for loss of use of the work due to delay. These liquidated damages are only to compensate the DC Courts for damages for loss of use of the work due to delay in completion of the work, and do not bar the DC Courts from also claiming and recovering damages separately for defective work, for added architectural, engineering, or administrative expenses, for costs to complete unfinished work, or for any other damages besides those arising from loss of use due to delay. Article 9.11 provides when the Contractor may be liable to the DC Courts for liquidated damages for loss of use due to delay:

1. by entering into the Contract, the Contractor agrees that the liquidated damages specified herein are reasonable and are not a penalty, and the Contractor waives any right to challenge such liquidated damages, whether by a claim that they are a penalty, that they are out of proportion to the DC Courts actual losses, that they are unreasonable, or otherwise.
2. without waiving any of its rights to liquidated damages, the DC Courts may, in its discretion, (1) withhold accrued liquidated damages or a portion thereof from progress payments, (2) wait to withhold liquidated damages or a portion thereof until the final payment, or (3) assert a right to liquidated damages subsequent to final payment by way of set off, recoupment, counterclaim, or cross-claim in a subsequent lawsuit.

4.3.11 The Contractor agrees that any claims by it due to weather shall be limited to claims for an increase in the Contract Time due to abnormal inclement weather. The Contractor shall not be entitled to any increase in Contract Sum due to weather delays, and all increases to Contract Time due to weather shall be at no cost to the DC Courts.

4.3.11.1 Limitation on Damages for Delays. The DC Courts shall not be liable for any damages arising out of or relating to any delay in performance of the Contract unless (1) the delay is caused solely by acts or omissions of the DC Courts, its agents, and employees and is solely due to causes within their control (“DC Courts-caused delay”); (2) the Contractor has fully and strictly complied with all provisions of the Contract, including without limitation,

those relating to timely notice, timely presentation of information, and timely presentation of claims; and (3) the delay is unreasonable.

4.3.11.2 In no event shall the Contractor be entitled to recover for any home office overhead or profit based upon delay of performance of the Contract unless such recovery is expressly allowed by this Contract.

4.4 RESOLUTION OF CLAIMS AND DISPUTES

4.4.1 Except as supplemented and modified by this Agreement, claims and disputes arising under or relating to this Agreement shall be resolved in accordance with applicable procurement laws, regulations and guidelines and the terms of this Contract and the attached District of Columbia Courts' General Contract Provisions (Attachment J.2).

ARTICLE 5 SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.1.3 Nothing contained in the contract documents shall be construed as creating any contractual relationship between any subcontractor and the DC Courts. The divisions or sections of the specifications are intended to control the Contractor in dividing the work among the subcontractors or to limit the work performed by any trade. The Contractor shall be as fully responsible to the DC Courts for the acts and omissions of subcontractors, and of persons employed by them as he is for the acts and omissions of persons directly employed by him. The Contractor shall be responsible for the coordination of the trades, subcontractors, materials, and persons engaged upon his work. The DC Courts will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.

5.1.4 None of the Contractor's work or services hereunder may be subcontracted by the Contractor to any subcontractor without the prior, written consent of the Contracting Officer; approval will not be unreasonably withheld. Notwithstanding any such subcontractor approved by the DC Courts, the Contractor shall remain liable to the DC Courts for all subcontractors' work and services required hereunder.

5.1.5 It is expressly understood and agreed that the professional technical personnel assigned by the Contractor to work under this Agreement are the Contractor's employees or agents. Under no circumstances are such individuals to be considered DC Courts employees or agents. The Contractor and its employees shall be considered in an independent contract relationship with the DC Courts at all times.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Unless otherwise stated in the Contract Documents or the Offering requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the DC Courts through the Architect and Construction Manager the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect and Construction Manager will promptly reply to the Contractor in writing stating whether or not the DC Courts or the Architect and Construction Manager, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the DC Courts or Architect to reply promptly shall constitute notice of no reasonable objection.

5.2.2 The Contractor shall not contract with a proposed person or entity to whom the DC Courts, Construction Manager, or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

5.2.3 If the DC Courts has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the DC Courts has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4 The Contractor shall not change a Subcontractor, person or entity previously selected if the DC Courts makes reasonable objection to such substitute.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's work, which the Contractor, by these Documents, assumes toward the DC Courts, Construction Manager, and Architect. Each subcontract agreement shall preserve and protect the rights of the DC Courts, Construction Manager, and Architect under the Contract Documents with respect to the work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the DC Courts. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the DC Courts provided that:

1. assignments are effective only after termination of the Contract by the DC Courts for cause pursuant to Section 14.2 and only for those subcontract agreements which the DC Courts accepts by notifying the Subcontractor and Contractor in writing; and
2. assignments are subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

5.4.2 Upon such assignment, if the work has been suspended for more than 30 days, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

5.4.3 Each subcontract shall specifically provide that the DC Courts shall only be responsible to the Subcontractor for those obligations of the Contractor that accrue subsequent to the DC Courts exercise of any rights under this conditional assignment.

5.5 FEDERAL LABOR STANDARDS APPLICABLE TO CONTRACT

5.5.1 The DC Courts requires that the Contractor follows the labor standards set in the Davis-Bacon Act (40 U.S.C. § 3142 et seq.) The DC Courts requires that the Contractor use the current attached Davis-Bacon Labor Rates for the duration of the project. See Attachment J.19 (Davis-Bacon Labor Rates).

5.5.2 The DC Courts requires that the Contractor follows the standards set the Contract Work Hours and Safety Standards Act – Overtime Compensation (40 USC § 3701 et seq). See Attachment J.20 (Contract Work Hours and Safety Standards Act).

5.5.3 All new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, shall include the following basic goals and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

1. At least fifty-one (51) percent of all jobs created are to be performed by employees who are residents of the District of Columbia.
2. At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council. The Contractor shall negotiate an Employment Agreement with the District of Columbia Department of Employment Services for jobs created as a result of this contract. The Department of Employment Services shall be the Contractor's first source of referral for qualified applicants, trainees and other workers in the implementation of employment goals contained in this clause.

ARTICLE 6 CONSTRUCTION BY DC COURTS OR BY SEPARATE CONTRACTORS

6.1 DC COURTS'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 The DC Courts reserves the right to perform construction or operations related to the Project with the DC Courts own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the DC Courts, the Contractor shall make such Claim as provided in Section 4.3.

6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate DC Courts-Contractor Agreement.

6.1.3 The DC Courts shall provide for coordination of the activities of the DC Courts own forces and of each separate contractor with the work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the DC Courts in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the DC Courts until subsequently revised.

6.1.4 Unless otherwise provided in the Contract Documents, when the DC Courts performs construction or operations related to the Project with the DC Courts own forces, the DC Courts shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract, excluding Section 3.18 (relating to indemnification) and Article 11 (relating to insurance and bonds).

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the DC Courts and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the DC Courts or a separate contractor, the Contractor shall, prior to proceeding with that portion of the work, promptly report to the DC Courts apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the DC Courts or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's work, except as to defects not then reasonably discoverable.

6.2.3 The DC Courts shall be reimbursed by the Contractor for costs incurred by the DC Courts which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The

DC Courts shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damages to the Work or defective construction of a separate contractor.

6.2.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the DC Courts or separate contractors as provided in Section 10.2.5.

6.2.5 The DC Courts and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

6.3 DC COURTS'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises among the Contractor, separate contractors and the DC Courts as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the DC Courts may clean up and will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

7.1 GENERAL

7.1.1 Changes in the work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

7.1.2 A Change Order shall be based upon agreement among the DC Courts (with recommendations from the Construction Manager and Architect) and the Contractor; a Construction Change Directive requires agreement by the DC Courts, Construction Manager, and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the work may be issued by the Construction Manager and Architect alone.

7.1.3 Changes in the work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the work.

7.2 CHANGE ORDERS

7.2.1 A Change Order is a written instrument prepared by the DC Courts and signed by the DC Courts and Contractor, stating their agreement upon all of the following:

1. change in the work;
2. amount of the adjustment, if any, in the Contract Sum; and
3. the extent of the adjustment, if any, in the Contract Time.

7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3.

7.2.3 The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes in this contract within the general scope thereof. If such a change causes an increase or decrease in the cost of performance of this contract, or in the time required for performance, an equitable adjustment shall be made. Any notice of claim for adjustment under this paragraph must be asserted within ten (10) days from the date the Contractor is aware of a change to the contract, provided however, that the Contracting Officer may in his or her discretion receive, consider and accept or reject any such notice of claim asserted at any time prior to the final settlement of the contract. Any monetary claim for adjustment under this paragraph must be made within twenty-one (21) days from the date of the notice of claim, provided however, that the Contracting Officer may in his or her discretion receive, consider and adjust or reject any such claim asserted at any time prior to the final settlement of the contract. Nothing in this clause excuses the Contractor from proceeding with the contract as changed.

7.2.3.1 Failure on the part of Contractor to comply with the time for notice under this Article or the time for submission of the written statement setting forth the general nature and monetary extent of a claim under this Article shall be a waiver by the Contractor of that claim for Change.

7.2.3.2 If the Change is a deduction of work or the net value of a Change results in a credit to the DC Courts, the deduction or credit amount shall be the sum of the reasonable costs if the work had been performed plus overhead and profit thereon which together shall be the Credit amount to the DC Courts.

7.2.3.3 The Contractor's mark-ups for Change Orders will be limited to the actual increase in Contractor's General Conditions costs attributable directly to the Change, overhead equal to the overhead percentage on the net increase of direct costs that can be calculated from the Offer Breakdown, and a fee on the net increase of direct costs equal to the fee percentage that can be calculated from the Offer Breakdown. The overhead percentage shall be based only on the direct costs from the Offer Breakdown (Attachment J.13). The fee percentage shall be based only on the direct costs from the Offer Breakdown (Attachment J.13).

7.2.3.4 Cumulative Mark-ups at the Subcontractor level and below will be limited to a total of twenty percent (20%) for both overhead and profit.

7.2.3.5 The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification. The price breakdown—

1. Must include sufficient detail to permit an analysis of profit, and of all costs for Material, Labor, Equipment, Subcontracts, and Overhead.
2. Must cover all work involved in the modification, whether the work was deleted, added, or changed.

Additionally, the Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts; and, the Contractor's proposal shall include a justification for any time extension proposed.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the DC Courts and Architect, directing a change in the work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The DC Courts may by Construction Change Directive, without invalidating the Contract, order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the Change Order terms.

7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

1. mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
2. unit prices stated in the Contract Documents or subsequently agreed upon;
3. cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
4. as provided in Section 7.3.6.

7.3.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.6 If the Contractor, and all sub tiers at all levels (to include any and all sub tiers) does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the DC Courts on the basis of reasonable expenditures and savings of those performing the work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the DC Courts may

prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.6 shall be limited to the following:

1. costs of labor rates for all levels of Subcontractors, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
2. costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
3. rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
4. costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
5. additional costs of supervision and field office personnel directly attributable to the change.

7.3.7 The amount of credit to be allowed by the Contractor to the DC Courts for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager. When both additions and credits covering related work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.8 Pending final determination of the total cost of a Construction Change Directive to the DC Courts, amounts not in dispute for such changes in the work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Architect will make an interim determination for purposes of monthly certification for payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim in accordance with Article 4.

7.3.9 When the DC Courts and Contractor agree with the determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

7.4 MINOR CHANGES IN THE WORK

7.4.1 The Construction Manager will have authority to order minor changes in the work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the DC Courts and Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 8 TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the work.

8.1.2 The date of commencement of the work is the date established in the Agreement.

8.1.3 The date of Substantial Completion is the date certified by the DC Courts.

8.1.4 The date of Final Completion is the date determined by the DC Courts.

8.1.5 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

8.2 PROGRESS AND COMPLETION

8.2.1 Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the work.

8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the DC Courts in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Contract Documents or a notice to proceed given by the DC Courts, the Contractor shall notify the DC Courts in writing not less than five days or other agreed period before commencing the work to permit the timely filing of mortgages, mechanic's liens and other security interests.

8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed at any time in the commencement or progress of the work by an act or neglect of the DC Courts or DC Courts consultant, or of an employee of either; or of a separate contractor employed by the DC Courts; or by changes ordered in the work; or by labor disputes; fire; unusual delay in deliveries; unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the DC Courts pending mediation and arbitration; or by other causes which the Construction Manager determines may justify delay, then the Contract Time shall be extended by Change Order but only to the extent that the delay will prevent the Contractor from achieving Substantial Completion within the Contract Time as the Contracting Officer may determine.

8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Section 4.3.

8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the DC Courts to the Contractor for performance of the work under the Contract Documents.

9.2 SCHEDULE OF VALUES

9.2.1 Before the first Application for Payment, the Contractor shall submit to the DC Courts a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager may require. This schedule, unless objected to by the DC Courts, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least thirty (30) days before the date established for each progress payment, the Contractor shall submit to the DC Courts an itemized Application for Payment (Attachment J.22) for operations completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the DC Courts may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents.

9.3.1.1 As provided in Section 7.3.8, such applications may include requests for payment on account of changes in the work which have been properly authorized by Construction Change Directives, or by Change Orders.

9.3.1.2 Such applications may not include requests for payment for portions of the work for which the Contractor does not intend to pay to a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the work. If approved in advance by the DC Courts, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the DC Courts to establish the DC Courts title to such materials and equipment or otherwise protect the DC Courts interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3 The Contractor warrants that title to all work covered by an Application for Payment will pass to the DC Courts no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all work for which Certificates for Payment have been previously issued and payments received from the DC Courts shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the work.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 Within seven (7) days after the DC Courts receipt of the Contractor's Application for Payment, the DC Courts will either issue a Certificate for Payment, with a copy to the Contractor, for such amount as the DC Courts determines is properly due, or will notify the Contractor in writing of the reasons for withholding certification in whole or in part as provided in Section 9.5.1.

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the DC Courts, based on the DC Courts evaluation of the work and the data comprising the Application for Payment, that the work has progressed to the point indicated and that, to the best of the DC Courts knowledge, information and belief, the quality of the work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the DC Courts, Construction Manager, or Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified.

However, the issuance of a Certificate for Payment will not be a representation that the DC Courts, Construction Manager, and Architect have (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the DC Courts to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.4.3 The DC Courts 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;
3. If the Contractor furnishes to the Contracting Officer an itemized list; and
4. If the Contractor provides the Contracting Officer a certificate of insurance specifically for the stored materials at the storage location.

9.4.4 If the Contractor is delayed at any time in the commencement or progress of the work by an act or neglect of the DC Courts or DC Courts consultant, or of an employee of either, or of a separate contractor employed by the DC Courts, or by changes ordered in the work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the DC Courts pending mediation and arbitration, or by other causes which the Construction Manager determines may justify delay, then the Contract Time shall be extended by Change Order but only to the extent that the delay will prevent the Contractor from achieving Substantial Completion within the Contract Time as the Contracting Officer may determine.

9.4.5 All material and work covered by progress payments made shall thereupon become the sole property of the DC Courts, 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 DC Courts to require the fulfillment of all of the terms of the Contract.

9.4.6 Upon completion and acceptance of all work, the amount due the Contractor under the Contract shall be paid upon presentation of a properly executed Application for Payment and after the Contractor shall have furnished the DC Courts with a release of all claims against the DC Courts 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.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1 The DC Courts may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the DC Courts. If the DC Courts is unable to certify payment in the amount of the Application, the DC Courts will notify the Contractor and DC Courts as provided in Section 9.4.1. If the Contractor and DC Courts cannot agree on a revised amount, the DC Courts will promptly issue a Certificate for Payment for the amount for which the Construction Manager is able to make such representations. The DC Courts may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the DC Courts opinion to protect the DC Courts from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of:

1. defective work not remedied;
2. third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the DC Courts is provided by the Contractor;
3. failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
4. reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum;
5. damage to the DC Courts or another contractor;
6. reasonable evidence that the work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for anticipated delays; or
7. persistent failure to carry out the work in accordance with the Contract Documents.
8. Outstanding Non-Compliance Notices (NCN's).

9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1 After the DC Courts has issued a Certificate for Payment, the DC Courts shall make payment in the manner and within the time provided in the Contract Documents.

9.6.2 The Contractor shall promptly pay each Subcontractor [See Attachment J.8], upon receipt of payment from the DC Courts, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3 The DC Courts will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Construction Manager and DC Courts on account of portions of the work done by such Subcontractor.

9.6.4 Neither the DC Courts, Construction Manager, nor Architect shall have an obligation to pay nor to see to the payment of money to a Subcontractor except as may otherwise be required by law.

9.6.5 Payment to material suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the DC Courts shall not constitute acceptance of work not in accordance with the Contract Documents.

9.6.7 Unless the Contractor provides the DC Courts with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed work or furnished materials, or both, under contract with the Contractor for which payment was made by the DC Courts. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

9.7 FAILURE OF PAYMENT

9.7.1 If the DC Courts does not issue a Certificate for Payment, through no fault of the Contractor, within seven (7) days after receipt of the Contractor's Application for Payment, or if the DC Courts does not pay the Contractor within seven (7) days after the date established in the Contract Documents the amount certified by the DC Courts or awarded by arbitration, then the Contractor may, upon seven additional days' written notice to the DC Courts, stop the work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

9.8 SUBSTANTIAL COMPLETION

9.8.1 Substantial Completion is the stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the DC Courts can fully, safely, and securely commence their work in the Project Area. The cabling, security, and furniture installations are complete. The DC Courts IT and Telecom vendors can deliver and install their respective equipment and furnishings to bring this project to a final point where it is ready for full Occupancy.

9.8.2 When the Contractor considers that the work, or a portion thereof which the DC Courts agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the DC Courts and Construction Manager a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents.

9.8.3 Upon receipt of the Contractor's list, the DC Courts, Architect, and Construction Manager will make an inspection to determine whether the work or designated portion thereof is substantially complete. If the DC Courts, Architect, and Construction Manager's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the DC Courts can occupy or utilize the work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the DC Courts. In such case, the Contractor shall then submit a request for another inspection by the DC Courts, Architect and Construction Manager to determine Substantial Completion.

9.8.4 When the work or designated portion thereof is substantially complete, the Construction Manager and Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, responsibilities of the DC Courts and Contractor for security, maintenance, heat, utilities, damage to the work and insurance, and shall fix the time within which the Contractor shall finish all items on the list

accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5 The Certificate of Substantial Completion shall be submitted to the DC Courts and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the DC Courts shall make payment of retainage applying to such work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1 The DC Courts may occupy or use any completed or partially completed portion of the work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is authorized by public authorities having jurisdiction over the work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the DC Courts and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the work and insurance, and have agreed in writing concerning the period for correction of the work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the DC Courts and Construction Manager as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the work shall be determined by written agreement between the DC Courts and Contractor.

9.9.2 Immediately prior to such partial occupancy or use, the DC Courts, Contractor and Construction Manager shall jointly inspect the area to be occupied or portion of the work to be used in order to determine and record the condition of the work.

9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the work shall not constitute acceptance of work not complying with the requirements of the Contract Documents.

9.10 FINAL PROJECT COMPLETION AND FINAL PAYMENT

9.10.1 Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the DC Courts and Construction Manager will promptly make such inspection and, when the DC Courts and Construction Manager finds the work acceptable under the Contract Documents and the Contract fully performed, the DC Courts will promptly issue a final Certificate for Payment, stating that to the best of the Construction Manager's knowledge, information and belief, and on the basis of the Construction Manager's on-site visits and inspections, the work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The DC Courts final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the DC Courts (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the DC Courts or the DC Courts property might be responsible or encumbered (less amounts withheld by DC Courts) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the DC Courts, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the DC Courts, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the DC Courts. If a Subcontractor refuses to furnish a release or waiver required by the DC Courts, the Contractor may furnish a bond satisfactory to the DC Courts to indemnify the DC Courts against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the DC Courts all money that the DC Courts may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

9.10.3 If, after Substantial Completion of the work, final project completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the DC Courts so confirms, the DC Courts shall, upon application by the Contractor and certification by the DC Courts, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the work fully completed and accepted shall be submitted by the Contractor to the DC Courts prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

9.10.4 The making of final payment shall constitute a waiver of Claims by the DC Courts except those arising from:

1. liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
2. failure of the Work to comply with the requirements of the Contract Documents; or
3. terms of special warranties required by the Contract Documents.

9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

9.11 LIQUIDATED DAMAGES

9.11.1 The Contractor, and the Contractor's surety, if any, shall be liable for and shall pay the DC Courts the sums hereinafter stipulated as liquidated damages for each calendar day of delay after the date established for Substantial Completion in the Contract Documents until the work is substantially complete. The Contractor, and the Contractor's surety, if any, shall be liable for and shall pay the DC Courts the sum hereinafter stipulated for each calendar day of delay after the date established for Final Completion in the Contract Documents until the work is finally completed.

9.11.2 No extension beyond the time of completion fixed by the terms of the contract shall be effective unless authorized in writing by the DC Courts. Such extension of Contract Time for the work shall be for such time and upon such terms and conditions as shall be fixed by the DC Courts, which shall include a charge for inspection expense actually incurred upon the works. Notice of application for such extension shall be filed in accordance with the Contract Documents.

9.11.3 In the event the work is not substantially completed by the Contractual Date of Substantial Completion, which is defined as the stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the DC Courts can fully, safely, and securely commence their Work in the Project Area, the Contractor, its agents and subcontractors shall be liable to the DC Courts for liquidated damages at the rate specified in the solicitation for each calendar day thereafter until the Contractor reaches Substantial Completion.

Furthermore, Substantial Completion is defined as the date when work per the Contract Documents is complete to the point where the DC Courts can fully, safely, and securely commence work in the Project Area. The cabling, security, and furniture installations are complete, and the other DC Court vendors (i.e. IT and Telecom) can deliver and install their respective equipment and furnishings to bring this project to a final point where it is ready for full Occupancy.

Ready For DC Courts Occupancy is defined as the date when the DC Courts vendors are complete (i.e. IT and Telecom) and the Project Area is ready for full Occupancy to meet the necessary DC Court functions.

Final Project Completion is defined as the date when all punch list corrections, project paperwork and close out documentation has been submitted for review, approved, and accepted by the DC Courts.

The Contractor, its agent and subcontractors shall be liable for liquidated damages for each day of delay in achieving Substantial Completion and Final Project Completion as detailed in Article 9.11 of the General Conditions (Attachment J.2).

9.11.3.4 Once Substantial Completion is reached the monetary cost per day is as outlined in Subsection 9.11.4 until Final Project Completion is achieved as described in the Contract Documents. The Contractor acknowledges and agrees that these damages are conclusively reasonable and are not in any way punitive. The contractor further acknowledges they then have 30 days from the final project completion date for final project closeout.

9.11.4 In the event the Final Project Completion of the Work is not achieved after 45 calendar days of actual Substantial Completion, the Contractor and its surety shall be liable to the DC Courts for liquidated damages in the amount of \$2,000.00 per day in excess of 45calendar days following actual Substantial Completion until Final Completion is achieved as described in the Contract Documents. The Contractor acknowledges and agrees that these damages are conclusively reasonable and are not in any way punitive.

9.11.5 Further, the above stipulated damages for the Work, shall be charged and payable by the Contractor to the DC Courts; and the Contractor and his surety shall be liable for the amount thereof, provided that the right of the Contractor to proceed shall not be terminated or the Contractor charged with Liquidated Damages because of any delays in the completion of the work due to some unforeseeable cause(s) beyond the control, and without the fault or negligence of the Contractor, including, but not restricted to acts of God or public enemy, acts of government, fires, floods, epidemics, quarantines, restrictions, strikes, freight embargoes and/or delays of subcontractors due to such causes. The Contractor shall within twenty-one (21) days, from the beginning of such delay, unless the DC Courts shall grant a further period of time prior to the expiration of such twenty-one (21) days, notify the DC Courts, in writing, of the causes of the delays. The DC Courts shall ascertain the facts and extent of the delays and may extend the time for the completion of the work if, and when, in its judgment, the findings of fact justify such extension.

9.11.6 With regard to the above stated Liquidated Damages, in no case shall the total assessed damages be limited to any specific fixed sum.

9.11.7 Where work is stopped by the Contracting Officer, for any cause not due to the fault or negligence of the Contractor, Liquidated Damages shall be waived for that period until the work is again resumed by written order of the DC Courts.

9.11.8 In addition to Liquidated Damages, the Contractor shall pay to the DC Courts the cost of extended architectural (including Architect's on-site representative(s), if any, on-site) services and construction management services for services rendered beginning at ninety (90) days from the date of Substantial Completion required by the Contract, as adjusted if applicable, and continuously until Final Completion is achieved.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

10.1.2 The Contractor shall perform all site, plant and construction work in accordance with the Safety Standards of the District of Columbia and the Occupational Safety and Health Act of 1970. The Contractor or his representative shall be thoroughly familiar with these standards and have copies of the same available at the project site at all times.

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

10.1.4 The Contractor shall be responsible for providing and installing adequate temporary shoring and/or bracing for all walls, slabs and like constructions if needed to perform the task.

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

10.1.6 Prior to execution of shoring and/or bracing the Contractor shall submit details and calculations for shoring and/or bracing designs for the DC Courts review.

10.1.7 Special precautions shall be exercised to prevent use of, or access to, Contractors materials, equipment or tools by occupants or entry by occupants into Contractor's work areas.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1. employees on the work and other persons who may be affected thereby;
2. the work, materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying DC Courts and users of adjacent sites and utilities.

10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the DC Courts, Construction Manager, or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the DC Courts and Construction Manager.

10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

10.3 HAZARDOUS MATERIALS

10.3.1 The Contractor shall not use asbestos-containing construction materials, fill or other building components that contain or have absorbed hazardous materials, as that term is defined in 42 U.S.C.A. § 9601(14). In addition, if hazardous materials are encountered at the site of the work or in the performance of the work, Contractor shall stop work in the area of hazardous materials and immediately notify the DC Courts. Contractor shall bar all persons from entering the affected area and take all necessary steps to minimize the risks to employees and others from such hazardous materials. Contractor and DC Courts shall meet to identify the entirety of the affected area and review

containment and remedial action. It is understood that DC Courts may employ Contractor or separate contractor(s) to remove, remediate or render harmless hazardous materials encountered at the site or in the performance of the work.

10.3.2 In the event DC Courts and Contractor agree that Contractor shall perform the removal, remediation or render harmless the hazardous materials, then such work shall be performed at such additional price and performance time as determined pursuant to this Agreement. Contractor shall secure all licenses and permits required for the performance of such work.

10.3.3 Contractor agrees to indemnify, hold harmless and defend DC Courts from claims, damages, losses, costs, expenses, and liabilities arising out of or resulting from the presence, uncovering or release of suspected or confirmed hazardous materials to the extent caused by the negligence of, or failure to comply with, the terms and conditions of the contract documents by the Contractor or anyone for whom the Contractor is responsible.

10.4 EMERGENCIES

10.4.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Section 4.3 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
4. claims for damages insured by usual personal injury liability coverage;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
6. claims for damages because of bodily injury, death of a person or property damage arising out of DC Courtship, maintenance or use of a motor vehicle;
7. claims for bodily injury or property damage arising out of completed operations; and
8. claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

11.1.2 Prior to execution of the contract, the Contractor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the insurance specified below with an insurance company licensed or qualified to do business with the DC Courts. All insurance shall set forth the DC Courts as an additional insured. The policies of Insurance shall provide for at least thirty (30) day written notice to the DC Courts prior to their termination or material alteration. The Contractor must submit to the Contracting Officer a certificate of insurance as evidence of compliance within ten (10) calendar days after request.

11.1.2.1 Comprehensive General Liability: Insurance against liability for bodily injury insurance coverage in the amount of at least \$2,500,000.00 per occurrence.

11.1.2.2 Workers' Compensation: The Contractor shall carry Workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this agreement and the Contractor agrees to comply at all times with the provisions of the Workers compensation laws of the District.

11.1.2.3 Comprehensive Automobile Liability Insurance (applicable to owned, non-owned and hired vehicles): The Contractor shall carry comprehensive automobile liability insurance applicable to owned, non-owned, and hired vehicles against liability for bodily injury and property damage in an amount not less than that required by law of the District's Compulsory/No-Fault Vehicle Insurance Act of 1982, as amended. Coverage shall be at least \$2,500,000.00 per person, \$2,500,000.00 per occurrence for bodily injury and \$2,500,000.00 per occurrence for property damage.

11.1.3 Certificates of insurance acceptable to the DC Courts shall be filed with the DC Courts prior to commencement of the work. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the DC Courts. If any of the foregoing insurance coverage are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Section 9.10.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

11.2 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

11.2.1 Optionally, the DC Courts may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the DC Courts, Contractor's and Construction Manager's vicarious liability for construction operations under the Contract. Unless otherwise required by the Contract Documents, the DC Courts shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the DC Courts. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Sections 11.1.1.2 through 11.1.1.8.

11.2.2 To the extent damages are covered by Project Management Protective Liability insurance, the DC Courts, Contractor, Construction Manager, and Architect waive all rights against each other for damages, except such rights as they may have to the proceeds of such insurance. The policy shall provide for such waivers of subrogation by endorsement or otherwise.

11.2.3 The DC Courts shall not require the Contractor to include the DC Courts, Construction Manager or other persons or entities as additional insured on the Contractor's Liability Insurance coverage under Section 11.1.

11.3 PERFORMANCE BOND AND PAYMENT BOND

11.3.1 The DC Courts shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising there under as stipulated in Offering requirements or specifically required in the Contract Documents on the date of execution of the Contract.

11.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 If a portion of the work is covered contrary to the DC Courts request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the DC Courts, be uncovered for the DC Courts examination and be replaced at the Contractor's expense without change in the Contract Time.

12.1.2 If a portion of the work has been covered which the DC Courts has not specifically requested to examine prior to it being covered, the DC Courts may request to see such work and it shall be uncovered by the Contractor. If such work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the DC Courts expense. If such work is not in accordance with the Contract Documents, correction shall be at the Contractor's expense unless the condition was caused by the DC Courts or a separate contractor in which event the DC Courts shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

12.2.1.1 The Contractor shall promptly correct work rejected by the DC Courts or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether fabricated or not, installed or completed. Costs of correcting such rejected work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

12.2.1.2 The Contractor shall provide and maintain an inspection system acceptable to the DC Courts covering the services furnished under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the DC Courts during the Contract performance and for as long as the Contract requires.

12.2.1.3 The DC Courts has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The DC Courts shall perform inspections and test in a manner that will not unduly delay the work.

12.2.1.4 If the DC Courts performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in the Contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

12.2.1.5 If any of the services do not conform with the contract requirements, the DC Courts may require the Contractor to perform the services again in conformity with the contract requirements, at no increase in the Contract Amount. When the defects in services cannot be corrected by re-performance, the DC Courts may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

12.2.1.6 If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity with the contract requirements, the DC Courts may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the DC Courts that is directly related to the performance of such service or (2) terminate the contract for default.

2.2.2 AFTER SUBSTANTIAL COMPLETION

12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the DC Courts to do so unless the DC Courts has previously given the Contractor a written acceptance of such condition. The DC Courts shall give such notice promptly after discovery of the condition. During the one-year period for correction of work, if the DC Courts fails to notify the Contractor and give the Contractor an opportunity to make the correction, the DC Courts waives the rights to require correction by the Contractor. If the Contractor fails to correct nonconforming work within a reasonable time during that period after receipt of notice from the DC Courts or Architect, the DC Courts may correct it in accordance with Section 2.4.

12.2.2.2 The one-year period for correction of work shall be extended with respect to portions of work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the work.

12.2.2.3 The one-year period for correction of work shall not be extended by corrective work performed by the Contractor pursuant to this Section 12.2. Upon completion of any work under or pursuant to this Paragraph 12.2, the one (1)-year correction period in connection with the work requiring correction shall be renewed and recommence. The obligations under Paragraph 12.2 shall cover any repairs to and replacement of any part of the work or other property that is damaged by the defective work.

12.2.3 The Contractor shall remove from the site portions of the work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the DC Courts.

12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the DC Courts or separate contractors caused by the Contractor's correction or removal of work which is not in accordance with the requirements of the Contract Documents.

12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the one-year period for correction of work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

12.3.1 If the DC Courts prefers to accept work which is not in accordance with the requirements of the Contract Documents, the DC Courts may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

13.1.1 The Contract shall be governed by the law of the place where the Project is located. All applicable laws, rules and regulations shall apply to the contract throughout, and they will be considered to be included in the contract the same though herein written out in full.

13.2 SUCCESSORS AND ASSIGNS

13.2.1 The DC Courts and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other parties in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

13.3.1 Written notice to the Contractor shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice. Written notice to the DC Courts shall be delivered in person or sent by registered or certified mail to the Contracting Officer.

13.4 RIGHTS AND REMEDIES

13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereby shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2 No action or failure to act by the DC Courts, Architect, Construction Manager or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereby, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1 Tests, inspections and approvals of portions of the work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the DC Courts, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the DC Courts and Architect timely notice of when and where tests and inspections are to be made so that the DC Courts and Architect may be present for such procedures. The DC Courts shall bear costs of tests, inspections or approvals which do not become requirements until after Offers are received or negotiations concluded.

13.5.2 If the Construction Manager, DC Courts or public authorities having jurisdiction determine that portions of the work require additional testing, inspection or approval not included under Section 13.5.1, the Construction Manager will, upon written authorization from the DC Courts, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the DC Courts, and the Contractor shall give timely notice to the DC Courts and Construction Manager of when and where tests and inspections are to be made so that the DC Courts and Construction Manager may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the DC Courts expense.

13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Construction Manager's services and expenses shall be at the Contractor's expense.

13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the DC Courts and Architect.

13.5.5 If the DC Courts and Architect is to observe tests, inspections or approvals required by the Contract Documents, the DC Courts and Construction Manager will do so promptly and, where practicable, at the normal place of testing.

13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the work.

13.6 INTEREST

13.6.1 The Federal Acquisition Regulation 52.232-27 (Prompt payment for construction projects) is incorporated in this contract by reference.

3.7 NON-DISCRIMINATION

3.7.1 The Contractor agrees that it will comply with the nondiscrimination requirements set forth in the District of Columbia Code, Section 2-1402.11 (Supp. 2004) which will be incorporated into any contract awarded. The Contractor agrees to comply with requests from the DC Courts to support the Contractors adherence to this section.

13.7.2 The DC Courts requires that the Contractor follows the policies set forth in the District of Columbia Courts Non-Discrimination document. See Attachment J.10 (District of Columbia Non-Discrimination).

13.8 SEXUAL HARASSMENT

13.8.1 The DC Courts requires that the Contractor follows the policies set forth in the District of Columbia Courts Sexual Harassment Policy. See Attachment J.21 (District of Columbia Courts Sexual Harassment Policy).

13.9 ETHICS IN PUBLIC CONTRACTING

13.9.1 The DC Courts requires that the Contractor follows the policies set forth in the District of Columbia Courts Ethics in Public Contracting document. See Attachment J.9 (District of Columbia Courts Ethics in Public Contracting).

13.10 APPOINTMENT OF ATTORNEY

13.10.1 The Offeror or Contractor (whichever the case may be) does hereby irrevocably designate and appoint the Clerk of the District of Columbia Superior Court and his or her Successor 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 District of Columbia, as well as service of all pleadings and other papers, in relation to any action or legal proceeding arising out of or pertaining to this contractor the work required or performed hereunder.

13.10.2 The Offeror or Contractor (whichever the case may be) 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 or other paper so served upon the said Clerk provided the said Clerk shall have deposited in the United States mail, registered and postage prepaid, a copy of such process, notice, pleading or other paper addressed to the Offeror at the address stated in this contract.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 The Contractor may terminate the Contract if the work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the work under direct or indirect contract with the Contractor, for any of the following reasons:

1. issuance of an order of a court or other public authority having jurisdiction which requires all work to be stopped;
2. An act of government, such as a declaration of national emergency which requires all work to be stopped;
3. because the Construction Manager has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the DC Courts has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
4. The DC Courts has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire work by the DC Courts as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the DC Courts and Construction Manager, terminate the Contract and recover from the DC Courts payment for work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

14.1.4 If the work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the work under contract with the Contractor because the DC Courts has persistently failed to fulfill the DC Courts obligations under the Contract Documents with respect to matters important to the progress of the work, the Contractor may, upon seven additional days' written notice to the DC Courts, terminate the Contract and recover from the DC Courts as provided in Section 14.1.3.

14.2 TERMINATION BY THE DC COURTS FOR CAUSE

14.2.1 The DC Courts may terminate the Contract if the Contractor:

1. persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
3. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
4. is guilty of substantial breach of a provision of the Contract Documents; or
5. If the Contractor fails to comply with any of the provisions of this contract including, but not limited to, failure to perform the services within the time specified herein or any extension thereof.

14.2.2 When any of the above reasons exist, the DC Courts, upon certification by the Construction Manager that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the DC Courts and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

1. takes possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
2. accept assignment of subcontracts pursuant to Section 5.4; and
3. finishes the work by whatever reasonable method the DC Courts may deem expedient. Upon request of the Contractor, the DC Courts shall furnish to the Contractor a detailed accounting of the costs incurred by the DC Courts in finishing the work.

14.2.3 When the DC Courts terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the work is finished.

14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the work, including compensation for the Construction Manager's services and expenses made necessary thereby, and other damages incurred by the DC Courts and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the DC Courts. The amount to be paid to the Contractor or DC Courts, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

14.3 SUSPENSION BY THE DC COURTS FOR CONVENIENCE

14.3.1 The DC Courts may, without cause, order the Contractor in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the DC Courts may determine.

14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

1. that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
2. that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE DC COURTS FOR CONVENIENCE

14.4.1 The DC Courts may, at any time, terminate the Contract for the DC Courts convenience and without cause.

14.4.2 Upon receipt of written notice from the DC Courts of such termination for the DC Courts convenience, the Contractor shall:

1. Cease operations as directed by the DC Courts in the notice;
2. take actions necessary, or that the DC Courts may direct, for the protection and preservation of the work; and
3. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3 In case of such termination for the DC Courts convenience, the Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

ARTICLE 15 DISCLOSURE OF INFORMATION

15.1 Any information made available by the DC Courts shall be used only for the purposes of carrying out the provisions of this contract, and shall not be divulged nor made known in any manner to any person except as may be necessary in the performance of the contract.

15.2 In performance of this Contract, the Contractor agrees to assume responsibility for protection of the confidentiality of the DC Courts records and that all work shall be performed under the supervision of the Contractor or the Contractor's responsible employees.

15.3 Each officer or employee of the Contractor to whom information may be available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that other disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions.

15.4 No information regarding the Contractor's performance of the contract shall be disclosed by the Contractor to anyone other than the DC Courts officials unless written approval is obtained in advance from the Contracting Officer.

15.5 The Contractor agrees that its employees shall treat as strictly confidential, all information received as a result of the performance of this Contract. Such information will not, except as required by law, be disclosed to anyone outside of the DC Courts organization during the period of this Contract or thereafter.

ARTICLE 16 COVENANT AGAINST CONTINGENT FEES

16.1 The Contractor warrants that no person or 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, excepting a bona fide employee or agency maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the DC Courts shall have the right to terminate this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of the commission, percentage, brokerage, or contingent fee.

16.2 No member of or delegate to Congress or officer or employee of the District of Columbia government shall be admitted to any share or part of this contract or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

ARTICLE 17 OFFICIALS NOT TO BENEFIT

17.1 Unless a determination is made as provided herein, no officer or employee of the District of Columbia government shall be admitted to any share or part of this contract or to any benefit arising therefrom, and any contract made by the Contracting Officer or any DC Courts employee authorized to execute contracts in which they or an employee of the DC Courts will be personally interested shall be void, and no payment shall be made thereon.

by the DC Courts or any officer thereof, but this provision shall not be construed to extend to this contract to the extent that this contract is made with a corporation for the corporation's general benefit. A District employee shall not be a party to a contract with the DC Courts 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 DC Courts that there is a compelling reason for contracting with the employee, such as when the DC Courts needs cannot reasonably otherwise be met.

ARTICLE 18 PRIVATE WORK

18.1 Except as specifically authorized by the Contracting Officer, the Contractor shall not perform any private work abutting DC Courts 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.

ARTICLE 19 BUY AMERICAN AND DOMESTIC COMPONENT

19.1 In accordance with the Buy American Act (41 USC 10a-10d), and Executive Order 10582, December 17, 1954 (3 CFR, 1954-58 Comp., p. 230), as amended by Executive Order 11051, September 1962 (3 CFR, 1059-63 Comp., p. 635), 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 nondomestic material listed in the Contract.

19.2 "Construction material" means any article, material supply brought to the construction site for incorporation in the building or work. An unmanufactured construction material is a "domestic construction material" if it has been mined or produced in the United States. A 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 United States, exceeds fifty percent (50%) of the cost of all its components. "Component" means any article, material or supply directly incorporated in a construction material.

19.3 A component shall be considered to have been "mined, produced, or manufactured in the United States" regardless of its source, in fact, if the article, material or supply which is incorporated was manufactured in the United States and the component is of a class or kind determined by the District to be not mined, produced or manufactured in the United States in sufficient reasonably available commercial quantities and of a satisfactory quality.

ARTICLE 20 ETHICAL OBLIGATIONS

20.1 Contractor acknowledges that DC Courts is committed to having the work performed in accordance with the highest ethical standards applicable to, or governing, the conduct of construction practices. In furtherance thereof, Contractor hereby agrees to comply with and observe all Applicable Laws, trade standards and ethical guidelines governing performance of the Work.

ARTICLE 21 EQUAL OPPORTUNITY

21.1 Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, marital status, sex, disability, sexual preference or age. Contractor shall take such actions as are reasonably necessary to ensure that employees and applicants for employment are treated without regard to their race, creed, color, national origin, marital status, sex, sexual preference or age. As used herein, the term "treated" shall mean and include, without limitation, the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

21.2 Contractor shall furnish all information and reports required by Governmental Authorities to determine Contractor's compliance with the provisions of this Section 22 and Applicable Laws, and shall permit access to its

books and records by DC Courts and/or any such Governmental Authority during regular business hours for purposes of investigation to ascertain compliance with this Section.

ARTICLE 22 ENFORCEABILITY

22.1 The Contract is regarded as binding with consideration to all terms & intent under this agreement.

ANTI-COLLUSION STATEMENT

TO ALL BIDDERS/OFFERORS:**THIS STATEMENT MUST BE EXECUTED AND RETURNED WITH BID/PROPOSAL DOCUMENTS.**

In the preparation and submission of this bid/proposal on behalf of _____
 (name of vendor), we did not either directly or indirectly enter into any combination or
 arrangement with any person, firm or corporation, or enter into any agreement, participate in
 any collusion, or otherwise take any action in the restraint of free competition in violation of
 the Sherman Anti-Trust Act, 15 USCS, Sections 1 et seq.

The undersigned vendor hereby certifies that this agreement, or any claims resulting therefrom,
 is not the result of, or affected by, any act of collusion with, or any act of, another person or
 persons, firm or corporation engaged in the same line of business or commerce; and that no
 person acting for, or employed by the D.C. Courts has an interest in, or is concerned with this
 proposal; and that no persons, firm or corporation, other than the undersigned, have or are
 interested in this proposal.

BY: _____

 COMPANY

 BUSINESS ADDRESS

Subscribed and sworn before me this _____ day of _____, 20____, in

 City and State

 Notary Public

ETHICS IN PUBLIC CONTRACTING

- A. To achieve the purpose of this section, all employees and persons doing business with the Court shall be required to observe the ethical standards prescribed herein. The Executive Officer shall make available and disseminate to every person doing business with the Court, and to every Court managerial employee with procurement responsibilities, the requirements of this section.
- B. It shall be a breach of ethical standards for any employee to participate directly or indirectly in a procurement when the employee knows that the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement. When a Court employee knows that he or she has an actual or potential conflict of interest, or when the Executive Officer has determined that an actual conflict of interest exists, such employee shall be disqualified from the procurement involved.
- C. It shall be a breach of ethical standards for person to offer, give, or agree to give any employee or former employee, or for any employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of procurement.
- D. It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or higher tier subcontractor, as an inducement for the award of a subcontract or order.
- E. It shall be a breach of ethical standards for any employee, former employee or any other person knowingly to use confidential information for actual or anticipated personal gain. No employee or officer of the Court shall serve on the board of directors or other governing body (whether or not compensated) of any contractor with whom the Court has a current contractual relationship if the individual's responsibilities with the Court entail the letting or management of the contract.

BY: _____

COMPANY

NON DISCRIMINATION

Employment discrimination by contractor is prohibited.

Every contract over \$10,000.00 shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Contractor will include the provisions of the foregoing paragraphs, a, b, and c in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontract or vendor.

BY: _____

COMPANY

CERTIFICATION OF ELIGIBILITY

CONTRACTOR'S/
PROJECT NAME: _____

_____, being duly sworn, or under penalty of perjury under the laws of the United States, certifies that, except as noted below, (the company) or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any Federal, District or State statutes; has not been suspended, debarred voluntarily excluded or determined ineligible by any Federal, District, or State agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted; or has a Civil judgment rendered against it by a Court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Contractor

Date

President or Authorized Official

Title

The penalties for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986 (Public Law 99-509, 31 U.S.C. 3801-3812).

Subscribed and sworn before me this _____ day of _____, 20____, in

City and State

Notary Seal

Notary Public

TAX CERTIFICATION AFFIDAVIT

For all bids/offers over 100,000.00, the following affidavit is required:

_____, 20 ____.

I hereby certify that:

1. I have complied with the applicable tax law fillings and licensing requirements of the District of Columbia.
2. The following information is true and correct concerning the payment of my tax liability:
 State: _____ ☐ Current ☐ Not Current
 Unemployment Insurance _____ ☐ Current ☐ Not Current
3. If not current, as checked in Item 2, I am in compliance with a payment agreement with the Department of Finance and Revenue ☐ Yes ☐ No, and/or the Department of Employment Services ☐ Yes ☐ No.
4. My tax numbers are as follows:
 D.C. Employer Tax ID No.: _____
 Unemployment Insurance Account No.: _____
 D-U-N-S No.: _____

The D.C. Courts is hereby authorized to verify the above information with appropriate Government authorities. Penalty of making false statements is a fine of not more than \$1,000.00, imprisonment for not more than one (1) year or both, as prescribed in D.C. Code Sec. 22-2514. Penalty for false swearing is a fine of not more than \$2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Code Sec. 22-2513.

 Signature of Person Authorized to Sign
 This Document

 Title

 Typed or Printed Name

Name of Organization _____

Notary: Subscribed and sworn before me this ____ day of _____, 20 at

 Month and Year at _____
 City and State

CERTIFICATION REGARDING A DRUG-FREE WORKPLACE

A. Definition as used in this provision:

"Controlled substance" means a controlled substance as defined in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) and as further defined in the regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Drug free workplace" means a site for the performance of work done in connections with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance.

"Employee" means an employee of a Contractor directed engaged in the performance of work under a D.C. Courts contract.

"Individual" means a bidder/offeree that has no more than one employee including the bidder/offeree.

B. By submission of its bid/offer, the bidder/offeree, if other than an individual who is making a bid/offer that equals or exceeds \$25,000.00, certifies and agrees that with respect to all employees of the bidder/offeree to be employed under a contract resulting from this solicitation will:

- (1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's work place and specifying the actions that will be taken against employees for violation of each prohibition;
- (2) Establish a drug-free awareness program to inform such employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (B), (1) of this provision;
- (4) Notifying such employees in the statement required by subparagraph (b), (1) of this provision, that as a condition of continued employment on the contract resulting from this solicitation, the employee will:
 - (i) Abide by the terms of the statement; and

- (ii) Notify the employer of any criminal drug statute conviction for violation occurring in the work place no later than five (5) days after such conviction;
- (5) Notify the Contracting Officer within ten (10) days after receiving notice under subdivision (B), (4), (ii) of this provision from an employee or otherwise receiving actual notice of such conviction;
- (6) Within thirty (30) days after receiving notice under subparagraph (B), (4) of this provision of a conviction, impose the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the work place:
 - (i) Take appropriate personnel action against such employee up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State, or local health, law enforcement or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (B), (1) through (B), (6) of this provision.
- C. By submission of its bid/offer, the bidder/offeror, if an individual, who is making a bid/offer of any dollar value, certifies and agrees that the bidder/offeror will not engage in the unlawful manufacture distribution, dispensing, possession or use of a controlled substance in the performance of the contract resulting from this solicitation.
- D. Failure of the bidder/offeror to provide the certification required by paragraphs (B) or (C) of these provisions, renders the bidder/offeror unqualified and ineligible for award.
- E. In addition to other remedies available to the D.C. Courts, the certification in paragraphs (B) and (C) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Concurrence:

AUTHORIZED CONTRACTOR PERSONNEL

Name: _____

Signature: _____

Title: _____

Date: _____

PAST PERFORMANCE EVALUATION FORM

(Check appropriate box)

Performance Elements	Excellent	Good	Acceptable	Poor	Unacceptable
Quality of Services/ Work					
Timeliness of Performance					
Cost Control					
Business Relations					
Customer Satisfaction					

1. Name & Title of Evaluator: _____
2. Signature of Evaluator: _____
3. Name of Organization: _____
4. Telephone Number of Evaluator: _____
5. State type of service received: _____
6. State Contract Number, Amount and period of Performance _____

7. Remarks on Excellent Performance: Provide data supporting this observation. Continue on separate sheet if needed)
8. Remarks on unacceptable performance: Provide data supporting this observation. (Continue on separate sheet if needed)

RATING GUIDELINES

Summarize Contractor performance in each of the rating areas. Assign each area a rating of 0 (Unacceptable), 1 (Poor), 2 (Acceptable), 3 (Good), 4(Excellent), or ++ (Plus). Use the following instructions a guidance in making these evaluations.

	Quality Product/Service <ul style="list-style-type: none"> -Compliance with contract requirements -Accuracy of reports -Appropriateness of personnel -Technical excellence 	Cost Control <ul style="list-style-type: none"> -Within budget (over/under target costs) -Current, accurate, and complete billings -Relationship of negated costs to actual -Cost efficiencies -Change order issue 	Timeless of Performance <ul style="list-style-type: none"> -Meet Interim milestones -Reliable -Responsive to technical directions -Completed on time, including wrap-up and contract administration -No liquidated damages assessed 	Business Relations <ul style="list-style-type: none"> -Effective management -Businesslike correspondence -Responsive to contract requirements -Prompt notification of contract problems -Reasonable/cooperative -Flexible -Pro-active -effective contractor recommended solutions -Effective snail/small disadvantaged business Subcontracting program
0. Zero	Nonconformances are comprises the achievement of contract requirements, despite use of Agency resources	Cost issues are comprising performance of contract requirements.	Delays are comprising the achievement of contract requirements, Despite use of Agency resources.	Response to inquiries, technical/ service/administrative issues is not effective and responsive.
1, Unacceptable	Nonconformances require major Agency resources to ensure achievement of contract requirements.	Cost issues require major Agency resources to ensure achievement of contract requirements.	Delays require major Agency resources to ensure achievement of contract requirements.	response to inquiries, technical/ service/administrative issues is marginally effective and responsive.
2. Poor	Nonconformances require minor Agency resources to ensure achievement of contract requirements.	Costs issues require minor Agency resources to ensure achievement of contract requirements.	Delays require minor Agency resources to ensure achievement of contract requirements.	Responses to inquiries, technical/ service/administrative issues is somewhat effective and responsive.
3. Acceptable	Nonconformances do not impact achievement of contract requirements.	Cost issues do not impact achievement of contract requirements.	Delays do not impact achievement of contract requirements.	Responses to inquires, technical/ service/administrative issues is usually effective and responsive.
4. Good	There are no quality problems.	There are no cost issues.	There are not delays.	Responses to inquiries, technical/ service/administrative issues is effective and responsive,
5. Excellent	The contractor has demonstrated an exceptional performance level in some or all of the above categories.			



Anne B. Wicks
Executive Officer

DISTRICT OF COLUMBIA COURTS
Administrative Services Division
Office: Gallery Place
616 H Street NW, 6th Floor
Washington, DC 20001
Mailing Address: 500 Indiana Avenue NW
Washington, DC 20001-2131



Louis W. Parker
Administrative Officer

ATTACHMENT J.9
DISTRICT OF COLUMBIA COURTS
RELEASE OF CLAIMS

THE CONTRACTOR SHALL COMPLETE AND SUBMIT THIS FORM AND A COPY OF THE FINAL INVOICE TO THE COTR

The undersigned Contractor, pursuant to the term of contract between the District of Columbia Courts herein referred to as the "Courts" and

_____ herein

(Name of Contractor)

referred to as the "Contractor" for (Insert Contract Number and Caption):

Located

at: _____

1. The Contractor hereby certified that there is due and payable by the Courts to the Contractor under the contract and fully approved modifications the balance of:
\$ _____ (**Final Invoice Amount**).
2. The Contractor further certified that in addition to the final invoice amount set forth in paragraph 1 above, there are outstanding and unsettled the following items including Retainer fee which the Contractor claims are just and due and owing by the Courts to the Contractor (**Itemize claims and amounts due. If none, so state**):
 1. _____
 2. _____
 3. _____
 4. _____
3. The contractor further certified that all work required under this contract including work required under all modifications has been performed in accordance with the terms thereof and that there are no unpaid claims for materials, supplies, equipment, or service.
4. Except for the amounts stated in paragraph 1 and 2 above, the Contractor certifies that

it has received from the Courts all sums of money pursuant to the above mentioned contract and any modifications.

5. That in consideration of the payment of the amount stated in paragraph 1 above, the Contractor does hereby release the Courts from any and all claims arising under or by virtue of this contract. Except the amount listed in paragraph 2 above, provided however, that if for any reason the Courts does not pay in full the amount stated in paragraph 1 above, said deduction shall not affect the validity of this release. But the amount so deducted shall be automatically included under paragraph 2 above, as an amount which the Contractor has not released but will release upon payment thereof. The Contractor further certifies that upon receipt of the payment of the amount listed in paragraph 2 above, and any amount with may be deducted from paragraph 1 above, the Contractor will release the Courts from any and all claims arising out of the above contract or any modifications thereof, and will execute such further release or assurance as the Courts may request.

In WITNESS WHEREOF, the Contractor has signed this instrument this _____ day of _____, 20_____.

CONTRACTOR:

(Print or Type Name)

(Signature)

(Official Title)

(Date)

(E-mail)

DC COURTS COTR: Certificate of Acknowledgement of Delivery and Acceptance of All Goods and Services

(Print or Type Name)

(Signature)

(Official Title)

(Date)

General Decision Number: DC180002 07/06/2018 DC2

Superseded General Decision Number: DC20170002

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	02/09/2018
3	03/23/2018
4	04/20/2018
5	05/04/2018
6	05/11/2018
7	06/15/2018
8	06/29/2018
9	07/06/2018

ASBE0024-007 10/01/2017

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 35.13	16.22

Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of

mechanical systems

ASBE0024-008 10/01/2017

	Rates	Fringes
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ASBESTOS WORKER: HAZARDOUS MATERIAL HANDLER.....	\$ 22.81	7.34
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Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems

ASBE0024-014 10/01/2017

	Rates	Fringes
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FIRESTOPPER.....	\$ 28.01	7.78
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Includes the application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of fire, smoke of other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, sealing of penetrating items and blank openings.

BRDC0001-002 04/29/2018

	Rates	Fringes
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BRICKLAYER.....	\$ 31.36	10.78
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CARP0177-003 05/01/2017

	Rates	Fringes
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CARPENTER, Includes Drywall Hanging, Form Work, and Soft Floor Laying-Carpet.....	\$ 28.36	11.53
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CARP0219-001 05/01/2018

	Rates	Fringes
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MILLWRIGHT.....	\$ 34.24	11.23
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* CARP0441-001 05/01/2018

	Rates	Fringes
PILEDRIVERMAN.....	\$ 30.94	11.45

ELEC0026-016 11/06/2017

	Rates	Fringes
ELECTRICIAN, Includes Installation of HVAC/Temperature Controls.....	\$ 45.15	17.15

ELEC0026-017 09/05/2016

	Rates	Fringes
ELECTRICAL INSTALLER (Sound & Communication Systems).....	\$ 27.55	10.20

SCOPE OF WORK: Includes low voltage construction, installation, maintenance and removal of teledata facilities (voice, data and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, railroad communications, micro waves, VSAT, bypass, CATV, WAN (Wide area networks), LAN (Local area networks) and ISDN (Integrated systems digital network).

WORK EXCLUDED: The installation of computer systems in industrial applications such as assembly lines, robotics and computer controller manufacturing systems. The installation of conduit and/or raceways shall be installed by Inside Wiremen. On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway or conduit not greater than 10 feet. Fire alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit. All HVAC control work.

ELEV0010-001 01/01/2018

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 44.12	32.645+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.

b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

IRON0005-011 06/01/2017

	Rates	Fringes
IRONWORKER.....	\$ 31.15	20.63

LABO0011-009 06/01/2017

	Rates	Fringes
LABORER: Skilled.....	\$ 23.42	8.04

FOOTNOTE: Potmen, power tool operator, small machine operator, signalmen, laser beam operator, waterproofer, open caisson, test pit, underpinning, pier hole and ditches, ladders and all work associated with lagging that is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipe layers, or tile layers, operators of jackhammers, paving breakers, spaders or any machine that does the same general type of work, carpenter tenders, scaffold builders, operators of towmasters, scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers and other machines that do the same general type of work, whether powered by air, electric or gasoline, builders of trestle scaffolds over one tier high and sand blasters, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene burners and licensed powdermen, stake jumper, demolition.

MARB0002-004 04/29/2018

	Rates	Fringes
MARBLE/STONE MASON.....	\$ 37.91	17.08

INCLUDING pointing, caulking and cleaning of All types of masonry, brick, stone and cement EXCEPT pointing, caulking, cleaning of existing masonry, brick, stone and cement (restoration work)

MARB0003-006 04/29/2018

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 28.20	11.67

MARB0003-007 04/29/2018

	Rates	Fringes
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TERRAZZO FINISHER.....	\$ 23.28	10.72
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MARB0003-008 04/29/2018

Rates	Fringes
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TILE SETTER.....	\$ 28.20	11.67
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MARB0003-009 04/29/2018

Rates	Fringes
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TILE FINISHER.....	\$ 23.28	10.72
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PAIN0051-014 06/01/2018

Rates	Fringes
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GLAZIER

Glazing Contracts \$2 million and under.....	\$ 26.07	12.15
Glazing Contracts over \$2 million.....	\$ 30.31	12.15

PAIN0051-015 06/01/2017

Rates	Fringes
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PAINTER

Brush, Roller, Spray and Drywall Finisher.....	\$ 25.06	9.66
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* PLAS0891-005 07/01/2018

Rates	Fringes
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PLASTERER.....	\$ 29.53	6.80
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PLAS0891-006 02/01/2018

Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...	\$ 28.15	10.58
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PLAS0891-007 08/01/2016

Rates	Fringes
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FIREPROOFER

Handler.....	\$ 16.50	4.89
Mixer/Pump.....	\$ 18.50	4.89
Sprayer.....	\$ 23.00	4.89

Spraying of all Fireproofing materials. Hand application of

Fireproofing materials. This includes wet or dry, hard or soft. Intumescent fireproofing and refraction work, including, but not limited to, all steel beams, columns, metal decks, vessels, floors, roofs, where ever fireproofing is required. Plus any installation of thermal and acoustical insulation. All that encompasses setting up for Fireproofing, and taken down. Removal of fireproofing materials and protection. Mixing of all materials either by hand or machine following manufactures standards.

PLUM0005-010 02/01/2018

	Rates	Fringes
PLUMBER.....	\$ 41.67	17.60+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

PLUM0602-008 08/01/2017

	Rates	Fringes
PIPEFITTER, Includes HVAC Pipe Installation.....	\$ 40.69	21.07+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day.

ROOF0030-016 05/01/2016

	Rates	Fringes
ROOFER.....	\$ 28.75	11.74

SFDC0669-002 04/01/2017

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 34.40	19.24

SHEE0100-015 03/01/2018

	Rates	Fringes
SHEET METAL WORKER (Including		

HVAC Duct Installation).....\$ 40.27 18.87+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's
Birthday, Memorial Day, Independence Day, Labor Day,
Veterans Day, Thanksgiving Day and Christmas Day

SUDC2009-003 05/19/2009

	Rates	Fringes
LABORER: Common or General.....	\$ 13.04	2.80

LABORER: Mason Tender - Cement/Concrete.....	\$ 15.40	2.85
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LABORER: Mason Tender for
pointing, caulking, cleaning
of existing masonry, brick,
stone and cement structures
(restoration work); excludes
pointing, caulking and
cleaning of new or
replacement masonry, brick,
stone and cement.....\$ 11.67

POINTER, CAULKER, CLEANER,
Includes pointing, caulking,
cleaning of existing masonry,
brick, stone and cement
structures (restoration
work); excludes pointing,
caulking, cleaning of new or
replacement
masonry, brick, stone or
cement.....\$ 18.88

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other

health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates

the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

DISTRICT OF COLUMBIA COURTS

BID BOND (See Instructions on 2 nd page)	Date Bond Executed: (Must Not be Later Than Bid Opening Date)			
PRINCIPAL (Legal Name and Address)	TYPE OF ORGANIZATION ("X")			
	<input type="checkbox"/> INDIVIDUAL		<input type="checkbox"/> PARTNERSHIP	
	<input type="checkbox"/> JOINT VENTURE		<input type="checkbox"/> CORPORATION	
	STATE OF INCORPORATION			
SURETY(IES) (Name(s) and Address(es))	PENAL SUM OF BOND			
	AMOUNT NOT TO EXCEED			5% OF BID
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	
				CENTS
	BID IDENTIFICATION			
	BID OPENING DATE		INVITATION NO.	
			DCSC-18-IFB-0126	
<p>KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety(ies) hereto are firmly bound to the District of Columbia Courts, hereinafter called "the Court", in the above penal sum for the payment of which we bind ourselves, our heirs, executors, and successors, jointly and severally; Provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly" and "severally" only for the purpose of allowing a joint action against any or all of us, and for all other purposes each Surety bonds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.</p> <p>THE CONDITION OF THIS OBLIGATION IS SUCH, which whereas the Principal has submitted the bid identified above. NOW THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the receipt of the same, or, no period be specified, within ninety (90) calendar days after said receipt, and shall within the period specified therefore, or, if no period be specified, within ten (10) calendar days after being called upon to do so, furnish Performance & Payment Bonds with good and sufficient surety, as may be required, for the faithful performance and proper fulfillment of the Contract, and for the protection of all persons supplying labor and material in the prosecution of the work provided for in such Contract or, in the event of withdrawal of said bid, within the period specified, or the failure to furnish such bond within the time specified, if the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue. Each Surety executing this bond hereby agrees that its obligation shall not be impaired by extension(s) of time for acceptance of the bid that the Principal may grant to the Court, notice of which extension(s) to Surety(ies) being hereby waived: Provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.</p> <p>IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this bid bond and have affixed their seals on the date set forth above.</p>				
PRINCIPAL				
1. SIGNATURE		1. ATTEST		Corporate Seal
Seal				
Name & Title (typed)		Name & Title (typed)		
2. SIGNATURE		2. ATTEST		Corporate Seal
Seal				
Name & Title (typed)		Name & Title (typed)		

DISTRICT OF COLUMBIA COURTS

CERTIFICATE AS TO CORPORATION

I, _____, certify that I am _____,
Secretary of the Corporation, named as Principal herein, that _____, who signed this bond, on
behalf of the Principal, was then of said Corporation; that I know his signature, and his signature thereto is genuine; that said bond
was duly signed and sealed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its
corporate powers.

Secretary of Corporation

SURETY(IES)

1. Name & Address (typed)	State of Inc.	Liability Limit	Corporate Seal
Signature of Attorney-in-Fact	Attest (Signature)		
Name & Address (typed)	Name & Address (typed)		
1. Name & Address (typed)	State of Inc.	Liability Limit	Corporate Seal
Signature of Attorney-in-Fact	Attest (Signature)		
Name & Address (typed)	Name & Address (typed)		

INSTRUCTIONS

1. This form shall be used whenever a bid guaranty is required in connection with construction, alteration and repair work.
2. Corporations name should appear exactly as it does on Corporate Seal and inserted in the space designated "Principal" on the face of this form. If practicable, bond should be signed by the President or Vice President; if signed by other official, evidence of authority must be furnished. Such evidence should be in the form of an Extract or Minutes of a Meeting of the Board of Directors, or Extract of Bylaws, certified by the Corporate Secretary, or Assistant Secretary and Corporate Seal affixed thereto. **CERTIFICATE AS TO CORPORATION** must be executed by Corporate Secretary, or Assistant Secretary.
3. Corporations executing the bond as sureties must be among those appearing on the U. S. Treasury Department's List of approved sureties and must be acting within the limitations set forth therein, and shall be licensed by the Insurance Administration, Department of Consumer and Regulatory Affairs, to do business in the District of Columbia. The surety shall attach hereto an adequate Power-Of-Attorney for each representative signing the bond.
4. Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the word "seal", two witnesses must be supplied, and their addresses, under the word "attest". If executed in Maine or New Hampshire, an adhesive seal shall be affixed.
5. Names of all partners must be set out in body of bond form, with the recital that they are partners composing a firm, naming it, and all members of the firm shall execute the bond as individuals. Each signature must be witnessed by two persons and addresses supplied.



Department of Consumer and Regulatory Affairs

Permit Operations Division

1100 4th Street SW

Washington DC 20024

Tel. (202) 442 - 4589

Fax (202) 442 - 4862



B

BUILDING PERMIT

THIS PERMIT MUST ALWAYS BE CONSPICUOUSLY DISPLAYED AT THE ADDRESS OF
WORK UNTIL WORK IS COMPLETED AND APPROVED



Issue Date: 07/23/2018

Expiration Date: 07/23/2019

PERMIT NO. B1811443

Address of Project: 430 E ST NW	Zone: D-2	Ward: 2	Square 0489	Suffix:	Lot: 0800
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Description Of Work:

Build out one GWB/metal stud wall approximately 10' to existing three CMU block walls to enclose space to be used as an office. Install door and frame, add light switch to existing light fixture, add one quad electrical outlet and one data outlet, and add approximately 12' of 10"x 10" supply air duct and approximately 4' of 8" x 8" return air duct to existing HVAC. Modify existing sprinkler branch piping and sprinkler head as required to meet the requirements of the new layout.

Permission Is Hereby Granted To: United States Of America & District Of Columbia	Owner Address: NON TAXABLE WASHINGTON, DC 20002	PERMIT FEE: \$774.36
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Permit Type: Alteration and Repair	Existing Use: Office - B	Proposed Use: Office - B	Building Construction Type TYPE II - Non-Combustible Construction	Plans: Yes
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Agent Name: Ivan Burkett	Agent Address: 616 H Street, NW Washington Dc, DC 20001	Existing Dwell Units: 0	Proposed Dwell Units: 0	No. of Stories: 3	Floor(s) Involved: 1st
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Conditions/ Restrictions:

This Permit Expires if no Construction is Started Within 1 Year or if the Inspection is Over 1 Year.

All Construction Done According To The Current Building Codes And Zoning Regulations;

As a condition precedent to the issuance of this permit, the owner agrees to conform with all conditions set forth herein, and to perform the work authorized hereby in accordance with the approved application and plans on file with the District Government and in accordance with all applicable laws and regulations of the District of Columbia. The District of Columbia has the right to enter upon the property and to inspect all work authorized by this permit and to require any change in construction which may be necessary to ensure compliance with the permit and with all the applicable regulations of the District of Columbia. Work authorized under this Permit must start within one(1) year of the date appearing on this permit or the permit is automatically void. If work is started, any application for partial refund must be made within six months of the date appearing on this permit.

Lead Paint Abatement

Whenever any such work related to this Permit could result in the disturbance of lead based paint, the permit holder shall abide by all applicable paint activities provisions of the 'Lead Hazard Prevention and Elimination Act of 2008' and the EPA 'Lead Renovation, Repair and Painting rule' regarding lead-based include adherence to lead-safe work practices. For more information, go to <http://ddoe.dc.gov>, Lead and Healthy Housing.

Director:
Melinda Bolling

Permit Clerk

Tiffnly Carrington

TO REPORT WASTE, FRAUD OR ABUSE BY ANY DC GOVERNMENT OFFICIAL, CALL THE DC INSPECTOR GENERAL AT 1-800-521-1639
FOR CONSTRUCTION INSPECTION INQUIRIES CALL (202) 442-9557
TO SCHEDULE INSPECTIONS PLEASE CALL (202) 442-9557.