

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages 1 22
2. Amendment/Modification Number GF-2014-B-0195-004	3. Effective Date February 27, 2014	4. Requisition/Purchase Request No.	5. Solicitation Caption Bertie Backus Classroom Renovation and Infrastructure Upgrades	
6. Issued By: University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW, Building 38, Room C04 Washington, DC 20008		Code	7. Administered By (If other than line 6) University of the District of Columbia Capital Construction Division 4200 Connecticut Avenue, NW, Building 38, Room C04 Washington, DC 20008	
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			9A. Amendment of Solicitation No. GF-2014-B-0195	
			X 9B. Dated (See Item 11) January 29, 2014	
			10A. Modification of Contract/Order No.	
			10B. Dated (See Item 13)	
Code	Facility			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<p>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. Accounting and Appropriation Data (If Required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14				
A. This change order is issued pursuant to: (Specify Authority)				
The changes set forth in Item 14 are made in the contract/order no. in item 10A.				
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 8 DCMR, Chapter 30, Section 3062.				
C. This supplemental agreement is entered into pursuant to authority of:				
D. Other (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copy to the issuing office.				
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)				
Solicitation No.: GF-2014-B-0195 for Bertie Backus Classroom Renovation and Infrastructure Upgrades is hereby amended as follows:				
1) Questions and Answers are hereby incorporated. (Attachement A)				
2) Mechanical Specifications for the VRF system is hereby incorporated. (Attachment B)				
3) Pages 20 (G.6.2.1.1) thru 38 (G.17.3.3) are hereby incorporated into the solicitation. (Attachment C)				
4) All other Terms and Conditions remain the same.				
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer Sherry Jones-Quashie	
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia <i>Sherry Jones-Quashie</i> (Signature of Contracting Officer)	
(Signature of person authorized to sign)			16C. Date Signed 2/27/14	

QUESTIONS & ANSWERS

Bertie Backus Classroom Renovation and Infrastructure Upgrades

SOLICITATION # GF-2013-B-0195

ATTACHMENT A

QUESTIONS & ANSWERS
Bertie Backus Classroom Renovation and Infrastructure Upgrades

SOLICITATION # GF-2013-B-0195

1. **Question:** The revised price breakdown form of addendum #1 includes in the Division 13 – Special Construction (including Hazardous Disposal). Please provide the hazardous report.

Answer: The division form is a standard document some items in the divisions may or may not be applicable to this solicitation. There is no Hazardous Disposal Report to be provided.

2. **Question:** VRF system on the mechanical drawings does not have all the appropriate pipe sizes.

Answer: An amendment 004 has been issued with the specification/drawings.

3. **Question:** Can you explain the detail of Alternate No. 1: Temporary Connection of Panel 3AM-B?

Answer: All bidders are instructed to disregard Alternate No. 1: Temporary Connection of Panel 3AM-B

Mechanical Specifications for the VRF system

ATTACHMENT B

MECHANICAL SPECIFICATIONS

4. REFRIGERANT PIPING FOR VRF: SHALL BE COPPER, ASTM B 280, TYPE ACR, DRAWN TEMPER TUBING. THE FITTINGS SHALL BE WROUGHT COPPER OR BRONZE, ASME B 16.22. FOLLOW THE VRF MANUFACTURER'S WRITTEN PROCEDURE FOR PRESSURE TESTING, VACUUM TESTING AND CHARGING OF SYSTEM.
5. VALVES. RELIEF VALVES, SERVICE VALVES, SHUT-OFF VALVES AND ALL OTHER ACCESSORIES, AS RECOMMENDED BY THE EQUIPMENT MANUFACTURER, SHALL BE PROVIDED FOR A COMPLETE AND PROPERLY FUNCTIONING REFRIGERANT SYSTEM UNDER ALL CONDITIONS OF OPERATION. PROVIDE SUFFICIENT VALVES TO ALLOW THE REFRIGERANT SYSTEM TO BE PUMPED DOWN. THE REFRIGERANT SERVICE VALVES SHALL BE DESIGNED FOR USE WITH THE REFRIGERANT TYPE USED AND SHALL HAVE A PRESSURE RATING COMPATIBLE WITH THE SYSTEMS WORKING PRESSURE.

F. FAN

1. GENERAL: THE FAN SHALL BE A ROOF MOUNTED, DIRECT DRIVEN, DOWNBLAST, CENTRIFUGAL EXHAUST VENTILATOR OF THE CAPACITY INDICATED. THE FAN SHALL BE FACTORY ASSEMBLED, INTERNALLY WIRED, AND RUN TESTED BEFORE LEAVING THE FACTORY. THE FAN SHALL BE FURNISHED AND INSTALLED COMPLETE WITH ALL THE ACCESSORIES AS SCHEDULED ON THE DRAWINGS AND AS SPECIFIED HEREIN.

LEO A DALY

1201 Connecticut Ave., NW
Washington, DC 20036

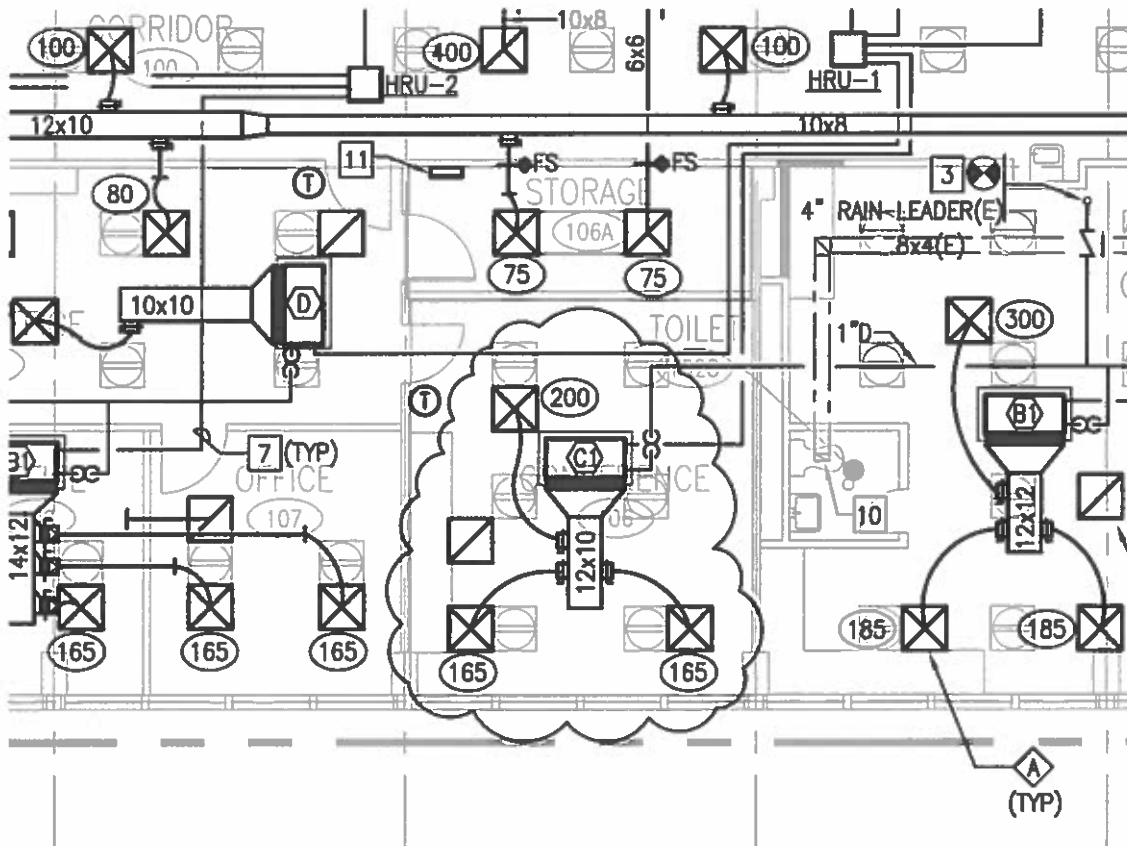
Project:
UDC
BERTIE BACKUS
CLASSROOM RENOVATION
Ref. Dwg: M0.01

Date: 2/21/14
Job No. 11071
Drawn: TI
Ch By: JW
Scale: NONE

Number:

SKM-1

1 of 1



FIRST FLOOR PLAN – NEW WORK
 SCALE: 1/8" = 1'-0"

LEO A DALY 1201 Connecticut Ave., NW Washington, DC 20036	Project: UDC BERTIE BACKUS CLASSROOM RENOVATION	Date: 2/21/14 Job No. 11071 Drawn: TI Ch By: JW Scale: NONE	Number: SKM-2
	Ref. Dwg: M2.01	2 of 2	

Pages 20 (G.6.2.1.1) thru 38 (G.17.3.3)

ATTACHMENT C

- G.6.2.1** The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the University for work performed by any subcontractor under a contract:
- G.6.2.1.1** Pay the subcontractor for the proportionate share of the total payment received from the University that is attributable to the subcontractor for work performed under the contract; or
- G.6.2.1.2** Notify the University and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.
- G.6.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:
- G.6.2.2.1** the 3rd day after the required payment date for meat or a meat product;
- G.6.2.2.2** the 5th day after the required payment date for an agricultural commodity; or
- G.6.2.2.3** the 15th day after the required payment date for any other item.
- G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
- G.6.2.4** *A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the University is a party. The University shall not be interpleaded in any judicial or administrative proceeding involving such a dispute.*

G.6.3 Flow Down Requirement for Subcontracts

"Contractor shall include in each subcontract a provision that requires the subcontractor to include in its contracts with any subcontractor or suppliers the payment and interest clauses required under paragraphs (1) and (2) of DC Official Code §2-221.02(d)."

G.7 CONTRACTING OFFICER (CO):

In accordance with 8 DCMR 3001 contracts may be entered into and signed on behalf of the University only by the CO. The address and telephone number of the CO is:

Sherry Jones-Quashie
Director
Capital Procurement Division
4200 Connecticut Avenue, NW
Washington, DC 20008
Phone: (202) 274-5752
sjones-quashie@udc.edu

G.8 AUTHORIZED CHANGES BY THE CO:

G.8.1 In accordance with Article 3 of the Standard Contract Provisions For Use With Specifications for District Government Construction Projects, March 2011, the CO is the only person authorized to approve changes to any of the requirements of the contract.

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

G.9 CONTRACT ADMINISTRATOR (CA)

G.9.1 The CA is responsible for the technical administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. In addition, the CA is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as specified in writing by the CO.

The CA for this contract is:

Alan D. Walsh
Project Manager
Capital Construction Division
4200 Connecticut Avenue, NW
Washington, DC 20008

G.9.2 It is fully understood and agreed by the Contractor that the CA shall not have any authority to make changes in the University specifications/scope of work, price or terms and conditions of the contract.

G.9.3 Contractor shall be held fully responsible for any changes not authorized in advance, in writing, by the CO, and may be denied compensation or other relief for any additional work performed that is not authorized by the CO in writing. In addition, Contractor may also be required at no additional cost to the University, to take all corrective action necessitated by reason of the unauthorized changes.

G.10 STOPPAGE OF WORK:

If the Contractor fails to abide by any, or all, of the provisions of the contract, the CO reserves the right, by written notification to the Contractor, to stop all the work, or any portion thereof, affected by the Contractor's failure to comply with the contract requirements. This stoppage will remain in effect until the Contractor has taken action to meet the contract requirements, or any separable part thereof, and the CO notifies the Contractor in writing that work may resume. Stoppage of all part of the work by the CO pursuant to this Section G.10 notwithstanding, the University may terminate the right of the Contractor to proceed as provided in Article 5 of the General Provisions, TERMINATION-DELAYS, of Standard Contract Provisions for Construction Projects, (March 2011).

G.11 SUBCONTRACTS:

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

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

G.11.1.2 The Contractor shall be as fully responsible to the University for the acts and omissions of subcontractor and of persons employed by them as he is for the acts and omissions of persons directly employed by him.

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

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

G.11.1.5 The University will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.

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

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

G.11.2.2 Estimated dollar amount of the subcontract.

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

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

G.11.3 Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the University will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the University, the Contractor shall remain liable to the University for all Contractor's work and services required hereunder.

G.12 USE OF PREMISES:

G.12.1 If the Contractor considers it necessary to perform any work after the regular working hours on Saturdays, Sundays or legal holidays, the Contractor shall perform this work without any additional expense to the University.

G.12.2 The Contractor shall use only such entrances to the work area as designated by the CA.

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

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

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

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

G.12.6.1 Entry of work areas by unauthorized persons;

G.12.6.2 Removal of University property and supplies.

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

G.13 PATENTS:

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

G.14 SAFETY PRECAUTIONS:

- G.14.1** The Contractor shall perform all site, plant and construction work in strict accordance with the Safety Standards of the District and the U.S. Occupational Safety and Health Act of 1970 and the D.C. Occupational Safety and Health Act of 1988, D.C. Official Code § 32-1101 et seq. and 1-620.01 et seq.
- G.14.1.1** The Contractor or his representative shall be thoroughly familiar with these standards and have copies of same available at the project site at all times.
- G.14.1.2** Operators of explosive-actuated tools shall have a training certificate, as required by the Safety Code, in their possession.
- G.14.1.3** The Contractor shall be responsible for providing and installing adequate temporary shoring or bracing for all walls, slabs and like constructions until such items attain their design, strength, and stability.
- G.14.2** The Government, its officers, agents, servants, and employees shall not be held liable for any property damages or physical harm resulting from inadequate protection.
- G.14.3** Prior to execution of shoring and/or bracing, the Contractor shall submit details and calculations for shoring and/or bracing designs for the CA's review and concurrence.
- G.14.4** The Contractor shall exercise special precautions to prevent use of or access to the Contractor's materials, equipment or tools and entry into the Contractor's work areas by non-authorized personnel.
- G.14.4.1** A Contractor's attendant shall be present at all times when bituminous kettles are in operation to prevent the public from coming in contact with the kettles.
- G.14.4.2** The Contractor shall remove each kettle as soon as its use is complete.
- G.14.5** The Contractor shall chute or hoist to the ground any and all the materials being removed from the roof areas or any upper floor.
- G.14.6** The Contractor shall not permit any live wires to be left exposed and unguarded, including open panel boards.
- G.14.7** The Contractor shall cover all open trenches during hours when work is not being executed, as required for protection of the public.

G.15 PROGRESS SCHEDULE:

G.15.1 PART I GENERAL

G.15.1.1 SECTION INCLUDES

- G.15.1.1.2** Administrative and procedural requirements for schedules and reports required for proper performance of Work.

G.15.2 Summary of Work:

- G.15.2.1** Ensure timely execution of Work using critical path method schedule, because timely Contractor performance is essential to this contract.
- G.15.2.2** Allow University to monitor Contractor's Contract Schedule continuously and cooperate so that University may audit Contractor's management of Contract Schedule via comparison by University to copy of approved Contract Schedule under University's control.
- G.15.2.3** Use approved Contract Schedule for management of entire Work and make no change, modification, or updating of logic and/or durations in Contract Schedule without prior written concurrence from University.

G.15.3 Purpose of this Specification:

- G.15.3.1** Assure adequate planning, scheduling, and reporting during execution of Work so it may be executed in orderly and expeditious manner within specified time constraints.
- G.15.3.2** Assure coordination of Contractor's self-performed work with work of:
 - G.15.3.2.1** All of elements of Contractor's organization, including subcontractors,
 - G.15.3.2.2** Between subcontractors and vendors at all tiers,
 - G.15.3.2.3** University personnel and University consultants and
 - G.15.3.2.4** Separate Contractors.
 - G.15.3.2.5** Assist in processing of payments to Contractor.
 - G.15.3.2.6** Assist Contractor and University in monitoring progress of Work.
 - G.15.3.2.7** Assist Contractor and University in evaluating impact of proposed changes to Work, if any. Coordinate such evaluation with applicable requirements of any change order Section that is part of this Contract.
 - G.15.3.2.8** Assist in detecting problems for purpose of taking timely and effective corrective actions, to provide mechanism for monitoring effect of such corrective actions and to make adjustments in such corrective actions as necessary to ensure timely execution of Work.
 - G.15.3.2.9** Assure approved Contract Schedule is used to manage entire Work.

G.15.4 Standard Software:

- G.15.4.1** Utilize Primavera Project Planner (P3), or approved equivalent. Equivalent scheduling software must be approved before project schedule is developed and submitted.

G.15.4.2 Set adjustable settings, including those pertaining to float calculation and progress/logic override, in accordance with University's instructions, which shall require most conservative available settings. Settings will be given in writing by the University seven (7) days after Notice to Proceed.

G.15.5 RELATED SECTIONS:

G.15.5.1 Other Section H Specification Sections including, but not limited to, following:

G.15.5.1.2 Payment Procedures: Submittal of Schedule of Values.

G.15.5.1.3 Specification Section 01330 - Submittal Procedures: Submittal of Submittal Schedule.

G.15.6 DEFINITIONS:

G.15.6.1 Milestones: Milestones listed in Contract Documents represent only major items of work or interface dates. Milestones: Considered essential to satisfactory performance of this Contract and to coordination of work on Project. Indicate Milestones in Contract Schedule as zero duration activities with "Finish-No-Later-Than" dates. Milestones represent latest allowable completion durations, measured from Contract's initial University-issued Notice to Proceed (NTP). Unless specifically accepted by Change Order, alternates, or options if any and if exercised by the University, shall be performed by Contractor within durations set out below. Coordinate application of following Milestones with contents of this specification and Work.

G.15.6.2 Contract Schedule: Document that controls Contractor's timely execution of Work. It is initially defined by number of Work Days listed in Contract Documents for completion of each Milestone and for completion (in calendar days) of Work, until University approves Detailed CPM Schedule (DCS). Upon acceptance by the University of DCS, DCS becomes Contract Schedule. Upon approval by the University of mutually agreed change orders that amend DCS, most current such approved amended version of DCS becomes Contract Schedule.

G.15.6.3 Work Days: Defined as days in calendar during period of Work performance, excluding Saturdays, Sundays and legally-mandated federal employee holidays (which apply to area in which Work is performed). Federal Holidays: New Years Day, Martin Luther King's Birthday, President's Day, Emancipation Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day. If holiday falls on Saturday, preceding Friday is taken as holiday, and if holiday falls on Sunday, following Monday is taken as holiday. Work Days: Considered fully available for Contractor to perform work indicated in pertinent activities in Contract Schedule, unless, upon Contractor request, authorized by the University's representative:

G.15.6.3.1 Contemporaneously annotates Contractor's daily report with acknowledgement that day reported upon was unavailable to Contractor for excusable causes, such as unusual severe weather or immitigable effects thereof,

- G.15.6.3.2** Identifies specific activities by number so affected, and Identifies extent of such impact for each affected activity (i.e. percentage reduction of crew or equipment effectiveness and/or progress).
- G.15.6.4** Data Date: Last Work Day of each month, for months between NTP and Acceptance, in accordance with schedule update requirements of this specification.
- G.15.6.5** Extended Overhead Cost: Cost incurred by Contractor in event Contract Time is extended beyond completion date set for entire Work, and District caused time extension is sole-and-controlling cause of such extension. Only costs incurred by Contractor on project work site are eligible to be classified as Extended Overhead Costs, and only if Contractor satisfies pertinent requirements set out in this specification. Such Costs: Limited to direct daily costs associated with temporary facilities on project site and supervision assigned full-time to Project site. Actual or alleged off-site costs associated with time extensions shall be deemed fully compensated by percentage mark-ups in Change Order Section that is part of this Contract, if any, or as negotiated between parties.
- G.15.6.6** Work: Entirety of work to be performed by Contractor under this Contract.
- G.15.6.7** Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - G.15.6.7.1** Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
 - G.15.6.7.2** Predecessor Activity: An activity that precedes another activity in the network.
 - G.15.6.7.3** Successor Activity: An activity that follows another activity in the network.
- G.15.6.8** Cost Loading: The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Architect.
- G.15.6.9** CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- G.15.6.10** Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- G.15.6.11** Event: The starting or ending point of an activity.
- G.15.6.12** Float: The measure of leeway in starting and completing an activity.
 - G.15.6.12.1** Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.

- G.15.6.12.2** Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
- G.15.6.12.3** Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G.15.6.13** Fragment: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- G.15.6.14** Major Area: A story of construction, a separate building, or a similar significant construction element.
- G.15.6.15** Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.
- G.15.6.16** Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.
- G.15.6.17** GC Evaluation form: The GC evaluations will be conducted by the CA at each indicated construction completion stage. The evaluation forms will be utilized by the CA to determine the performance of the Contractor including, but not limited to, any decision to release partial retention. The GC evaluation forms will also serve as "Past Performance" reference material on the Contractor for future work sought by the Contractor with District and the University.

G.15.7 SUBMITTAL PROCEDURES:

- G.15.7.1** Coordination: Coordinate preparation and processing of schedules and reports with performance of other construction activities. Coordinate (Contractor to coordinate) within seven (7) calendar days of NTP, a scheduling meeting between the University, general Contractor, and all scheduling consultant(s)/responsible parties to review all baseline schedule requirements and/or University's clarifications prior to start of scheduling.

G.15.8 SUBMITTALS:

- G.15.8.1** Detailed CPM Schedule (DCS): Submit to University within 21 calendar days following NTP five (5) hard copies and CD-ROMs including scheduling file of detailed time-scaled precedence format network graphics and reports of proposed DCS containing following:
 - G.15.8.1.1** Narrative of Contractor's proposed methodology, including proposed general sequencing plan.
 - G.15.8.1.2** Activity number, description, duration, cost loading, resource loading, coding structure and total float for each activity.
 - G.15.8.1.3** Sequence of operations for Work and order and interdependencies of Work activities. Indicate major points of interface or interrelation of such activities with activities of the University and/or other Contractors.
 - G.15.8.1.4** Conformance with and identification of Milestone durations and/or dates specified.

- G.15.8.1.5 Delivery of University-furnished material and/or equipment, if applicable.
- G.15.8.1.6 Critical path (or paths).
- G.15.8.2 Special Constraints: Minimize special constraints and add none during execution of Work without University's express approval. Clearly identify and explain proposed special constraints including:
 - G.15.8.2.1 Finish-to-finish, start-to-start, start-to-finish, and finish-to-start leads and lags.
 - G.15.8.2.2 Starts-on, starts-no-earlier, finishes-on and finishes-no-earlier date constraints.
 - G.15.8.2.3 Special calendars, beyond approved standard five day and seven day calendars.
 - G.15.8.2.4 Resource caps.
- G.15.8.3 Duration and Cost Limits: The Contractor is to ensure that level of detail of Contractor's DCS is function of complexity of work involved. Ensure that activities have duration of not more than fifteen (15) Work Days and have value less than \$10,000.00, unless the University expressly authorizes exception. In assessing proposed exceptions, the University will take into account special attributes of Work, such as long-lead equipment with extended engineering, fabrication and delivery schedules.
- G.15.8.4 Key Items Procurement Report required during construction phase for "key" (major equipment and materials and long-lead (over eight weeks, from order placement to delivery)) items fabricated or supplied for Work. Include in DCS activities for submittal, submittals review, fabrication, in-plant testing, shipment and delivery, field installation, field testing, functional performance testing, acceptance and O&M manuals for key items.
- G.15.8.5 Schedule reports indicating activity numbers, description, estimated duration in Work Days, early start and finish dates, late start and finish dates, total and free float available for each and every activity and responsibility code for each activity.
- G.15.8.6 Cost reports including following activity information, sorted by labor category:
 - G.15.8.6.1 Activity number and appropriate description.
 - G.15.8.6.2 Total cost proposed for each activity.
 - G.15.8.6.3 Computer-produced cash-flow analysis and graphics generated by both early start and late start activity dates.
 - G.15.8.6.4 Details of Each Calendar. Base schedule on standard workweek consisting of five - 8-hour days (Monday through Friday), subject to Government holidays described above. Contractor may propose working outside of normal work hours, including multiple shifts, working holidays and weekends, and other non-standard calendars, provided Contractor obtains University approval minimum of five work days in advance of proposed occurrence of work outside of normal hours. Contractor's Schedule Calendars: Indicate

Government holidays as non-working days, unless University expressly approves otherwise.

G.15.8.8 Activity Details: Incorporate following elements and requirements in proposed DCS:

G.15.8.8.1 Use clear and concise activity descriptions, designed to ensure that beginning and end of each activity shall be readily observable and verifiable during execution of Work.

G.15.8.8.2 Restrict each activity to single performing organization including Contractor self-performing work organization(s), subcontractors, manufacturers, fabricators, and time-sensitive suppliers. Involve such performing organizations in University's Contract Schedule and secure their individual and collective express commitment to satisfy requirements of Contract Schedule proposed by Contractor to the University. Cause said commitment from said performing organizations to be represented in form of signed acceptance by such parties, included with DCS submittal.

G.15.8.8.3 Code activities in DCS that are University responsibility to execute as University responsibility activities. Include such activities as review and acceptance of documentation (including DCS schedule), submittals, issuance of NTP's and other University activities. Allow adequate duration for University review activities and as noted in other sections of Contract, but never less than seven working days unless University expressly approves otherwise.

G.15.8.8.4 In addition to identification of responsible organization, each activity shall have codes identifying areas of work. Ensure that areas of work are planned and scheduled in DCS in manageable increments. Code such increments and assign code to each activity.

G.15.8.8.5 Distribute Contract Price over activities (cost loading). Mobilization, bond and insurance costs may be indicated separately on individual activities; however, prorate other general requirement costs, such as overhead and profit, throughout activities. Divide each activity's cost loading into each of labor, material, and equipment where Contractor desires to receive payment for uninstalled material delivered to project site separate from labor and/or equipment expenditure on activities concerned.

G.15.8.8.6 Activities for each of permits, notices, tests and inspections for pertinent activities and phases. Include review and approval activities that are the responsibility of the "Owner".

G.15.8.8.7 Build schedule to reflect incremental completion of project (by floor/by area/by systems/equipment). Include appropriate time for Contractor and the University for inspection of incomplete and/or deficient work (IDW) lists, as well as correction and verification of IDW. Include time for re-inspection and re-correction where appropriate.

G.15.8.8.8 Submittals, in coordination with level of detail indicated in key items procurement report.

G.15.8.9 SUBMITTALS SCHEDULE:

G.15.8.9.1 Submit schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering,

manufacturing, fabrication, and delivery when establishing dates.

- G.15.8.9.2** Coordinate Submittals Schedule with list of subcontracts, Schedule of Values, and Contractor's Construction Schedule.
- G.15.8.9.3** Submittal: Submit concurrently with CPM schedule. At Contractor's option, show submittals on CPM Schedule, instead of tabulating them separately.
- G.15.8.9.4** Submittals Schedule: Submit three (3) copies of schedule. Arrange the following information in a tabular format:
 - G.15.8.9.4.1** Scheduled date for first submittal.
 - G.15.8.9.4.2** Specification Section number and title.
 - G.15.8.9.4.3** Submittal category (action or informational).
 - G.15.8.9.4.4** Name of subcontractor.
 - G.15.8.9.4.5** Description of the Work covered.
 - G.15.8.9.4.6** Scheduled date for Architect's and Construction Manager's final release or approval.
- G.15.8.10** Acceptance of DCS:
 - G.15.8.10.1** University's acceptance of Contractor's DCS is condition precedent to progress payments to Contractor.
 - G.15.8.10.2** Upon University's acceptance of cost-loaded values, use such values as sole basis for determining progress payments.
 - G.15.8.10.3** University's acceptance of proposed DCS signifies only that the University's summary review of DCS leads University to believe that Contractor has met general requirements of this specification pertaining to DCS format and content. Acceptance by the University of DCS does not relieve Contractor of any of its responsibility whatsoever for accuracy or feasibility of Contractor's plan for execution of Work, or to perform Work within specified time constraints. Such acceptance does not expressly or impliedly warrant, acknowledge or admit reasonableness of activities, logic, durations, manpower, cost or equipment loading of Contractor's proposed or accepted Contract Schedule.
 - G.15.8.10.4** University's acceptance in no way makes the University or its representative's insurers of success of Contractor's time performance or liable for time or cost overruns flowing from shortcomings of Contractor-authored Contract Schedule. University disclaims and Contractor waives any University obligation or liability by reason of University's active or passive acceptance of or acquiescence to Contractor's schedule submissions.
 - G.15.8.10.5** Should Contractor fail to properly define any element of Work, activity or logic and the University review does not detect this omission or error, such omission or error, when discovered by Contractor or University, shall be corrected by Contractor before next

monthly schedule update and shall not be cause for delay of completion of Work within specified time constraints. Contractor acknowledges that the University is not required or otherwise obligated to discover errors or omissions in Contractor's proposed Contract Schedule.

G.15.9 QUALITY ASSURANCE

G.15.9.1 Scheduling Consultant Qualifications: Experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of University's request.

G.15.10 COORDINATION

G.15.10.1 Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate Contractors.

G.15.10.2 Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.

G.15.10.3 Secure time commitments for performing critical elements of the Work from parties involved.

G.15.10.4 Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

G.15.11 FLOAT TIME

G.15.11.1 Float Time: Not for exclusive benefit of either Contractor or University. Manage work according to early start dates, by commencing activities on early start date (calculated by latest approved Contract Schedule) or earlier if possible, unless constrained by bona fide resource limitation. University may reserve and apportion float time according to needs of Project. Actual or projected University-caused delays that do not exceed available float time shall not have any effect upon Contractor's adherence to specified time constraints and shall not be basis for time extension or additional compensation.

G.15.11.2 Contractor Acknowledges that:

G.15.11.2.1 Activity delays shall not automatically result in adjustment of specified time constraints,

G.15.11.2.2 Change Order (modification or amendment of contract) or other University action or inaction may not affect existing critical activities or cause non-critical activities to become critical,

G.15.11.2.3 Change Order or delay may result in only consuming part of available total float that may exist within activity chain of network, thereby not causing any effect on specified time constraints.

G.15.11.3 Pursuant to above float sharing requirements, use of float released by elimination of float suppression techniques such as preferential sequencing, special lead/lag logic restraints, unreasonably extended activity durations, or imposed dates shall be distributed by the University to benefit of University and Contractor.

G.15.11.4 In event Contractor wishes to complete Work earlier than time specified therefore:

G.15.11.4.1 Continue to calculate float based on Work completion date specified as of Contract execution, by maintaining specified Work completion date as "finish-no-later-than" constraint.

G.15.11.4.2 Completion Time for Work: Not amended by University's approval of, acceptance of or acquiescence to Contractor's proposed earlier completion date.

G.15.11.4.3 Contractor: Not receive additional compensation for direct, general, administrative or other forms of overhead costs, for period between time of earlier completion proposed by Contractor and completion time for Work specified as of NTP.

G.15.12 UPDATES:

G.15.12.1 Update Contract Schedule every two weeks and in coordination with Contractor's requests for progress payments.

G.15.12.2 On working day (designated data date) approximately five working days preceding time designated for monthly payment, meet with University for purpose of reviewing Contractor's report of actual progress. Submit Contractor's up-to-date and accurate progress data as of Data Date.

G.15.12.3 Submit monthly computer reports, CD-ROM of DCS software file, and network graphics that reflect progress of Work with respect to both cost and time, in accordance with requirements of initial Contractor-proposed DCS. Adjust selection and sort sequence, format and content of reports as directed by University.

G.15.12.4 Contractor acknowledges that updating Contract Schedule to reflect actual progress made as of date of update is not modification to Contract Schedule's Milestone requirements.

G.15.12.5 Submit progress report indicating activities (and portions of activities by percentage) completed during reporting period, actual start dates for those activities currently in progress, actual finish dates for those activities which were completed since last update, and progress along and deviations from critical path in terms of days ahead or days behind each individual Milestone date.

G.15.12.6 Submit narrative report which includes description of status of schedule, problem areas if any, current and anticipated delaying factors and their known and/or forecast impact, and explanation of corrective actions taken and planned.

G.15.12.7 Submit list of actual number of personnel (or man-hours) by discipline by working day by activity actually engaged on Work during reporting period, with such total stated separately

as to on-site office (project work location), administrative management personnel and on-site supervisory personnel.

- G.15.12.8** Submit two updated copies of network. First Copy: Updated version of Contract Schedule, excluding Contractor-proposed changes. Second Copy: Updated version of Contract Schedule, including Contractor-proposed changes. Submit with second copy list of proposed modifications, additions, deletions and changes in activity logic and/or durations to approved Contract Schedule, including time-recovery steps and actions required by "Responsibility for Completion" provisions of this specification. Include written justification for each such proposal.
- G.15.12.9** If, as result of monthly update, it appears Contract Schedule no longer represents actual prosecution and progress of Work, submit revision to Contract Schedule. Include proposed adjustments in activity durations, logic changes, and resource usage or cost loading. Any negative float indicated in Contractor's proposed updates must be presented to University by Contractor with bona fide Contractor-authored plan for elimination of such negative float.
- G.15.12.10** University will respond in writing to each schedule update. University's response may include questions and/or requests for revisions. Respond in writing within seven calendar days, answering questions, and either agreeing with University's proposed revisions and submitting modified update, or setting forth justification why such revisions should not be implemented. If Contractor's justification for not implementing revision is acceptable, in University's sole judgment, such revision will be waived. If the University does not accept Contractor's justification, incorporate University-directed revisions into Contract Schedule, and execute work accordingly.

G.15.13 PROGRESS PAYMENTS:

- G.15.13.1** Contractor's submission and acceptance by the University of monthly progress updates and reports calculating value of work done for any given pay period for each activity based on percentage complete for that activity less amount previously paid for past percentages complete and percent of retainage (if applicable) shall precede University's processing of payment to Contractor. Contractor: Entitled to progress payments only as set out in cost reports directly derived from Contractor's updated Contract Schedule, approved by the University in form and content. If, in judgment of University, Contractor fails to provide full and complete Contract Schedule update as specified herein, Contractor shall be deemed to have not provided required information upon which progress payments may be made.
- G.15.13.2** Monthly Progress Payments: Based upon information provided in Contractor's monthly schedule update. Computer-produced cost report, derived from updated DCS, will be utilized by the University for calculation of amounts due Contractor. DCS resources pertaining to payment for materials shall govern payment of materials fully incorporated into Work. In event

Contractor wishes to be paid for items stored on project work site but not incorporated in Work, or for items stored offsite, comply with procedures for such payment established by the University.

G.15.14 REQUESTED TIME ADJUSTMENT SCHEDULE (RTAS)

- G.15.14.1** Updated Contract Schedule submitted by Contractor shall not indicate completion date later than specified time constraints, subject to time extensions approved by the University. If Contractor believes it is entitled to time extension, submit to the University, within deadlines set out herein and with each contemporaneous monthly update, separate schedule analysis entitled Requested Time Adjustment Schedule (RTAS). Indicate, in said analysis, in addition to requirements of General Conditions, proposed adjustments in Contract Schedule which, in opinion of Contractor, should be made due to changes, delays or conditions occurring during past month or previously, or which are expected or contended by Contractor. Time-scale said analysis utilizing computer generated and computer drawn network. This paragraph shall not relieve Contractor of its obligation to provide proper and timely separate written notice of impacts to schedule. Contractor acknowledges that its preparation of RTASs is not extra work to Contract and preparation by Contractor of RTASs shall not be cause for Contractor to receive any additional time for performance of Work or additional compensation.
- G.15.14.2** Subject to float sharing requirements defined herein, time extensions will be granted only to extent of equitable and mutually acceptable time adjustments to activity or activities affected by Change Order(s), or where delay consumes total (positive or zero) float of critical activity (or path) and extends Milestone dates, using approved update of Contract Schedule that is current as of issue of University's written request for Contractor proposal connected with potential Change Order or other University-accountability potential schedule effect.
- G.15.14.3** Submit RTAS within 20 calendar days after initiation of thing(s) or event(s) which Contractor contends may lead to potential University-accountability delay in performance of Work, or from time of University's issuance of written request for Contractor proposal connected with potential change order (or documents of like effect), even if such issuance precedes notice to proceed for change order(s) concerned, whichever is later. Other University-caused potential impacts of any category shall be considered to have been initiated upon written initial University direction connected therewith, including direction provided through duly minuted meetings.
- G.15.14.4** Within 14 calendar days following submittal by Contractor to University of RTAS, in proper format and including specified content, the University will meet with Contractor to review submittal. Revise and resubmit RTAS within three working days of such meeting, adjusting RTAS to consider issues raised by the University in above meeting. The University will respond with written decision within seven calendar days following Contractor resubmittal of RTAS. Upon approval, copy of RTAS signed by the University will be returned to Contractor and thereafter incorporated into Contract via Change Order. Incorporate results of each approved RTAS in update of Contract Schedule that immediately follows such approval.
- G.15.14.5** Contractor waives its right to submit requests for time extension and to receive time extension unless it meets above requirements for RTASs. Contractor waives any claim for acceleration due to refusal by the University to grant time extensions should Contractor fail to comply with submission and justification requirements described herein for RTASs. Contractor's submission of RTASs shall not constitute basis for adjustment in specified

time constraints unless approved by the University. Actively pursue timely completion of activities pending such approval.

G.15.15 RESPONSIBILITY FOR COMPLETION

G.15.15.1 Provide sufficient forces, offices, materials, facilities, plant and equipment, to ensure prosecution of Work in accordance with most current approved Contract Schedule update. Upon University's written advice that Contractor is behind schedule, as result of inexcusable causes, immediately remediate such time loss by increasing hours of work, number of shifts, overtime operations and/or amount of plant and equipment, without additional cost to the University. Contractor acknowledges that such remedial action by Contractor is not compensable acceleration of performance of Work. Provisions of this paragraph shall not be construed as prohibiting work on Saturdays, Sundays, and holidays, if Contractor so elects and gives written notice to the University two (2) working days in advance of it.

G.15.16 REPORTS

G.15.16.1 Daily Construction Reports: Prepare daily construction report and submit on internet-based Contract Project Management software. Submit daily construction report by noon of following workday. Required information concerning events at site includes, but is not limited to, following:

- G.15.16.1.1** List of subcontractors at site.
- G.15.16.1.2** Approximate count of personnel at site.
- G.15.16.1.3** High and low temperatures, general weather conditions.
- G.15.16.1.4** Accidents.
- G.15.16.1.5** Meetings and significant decisions.
- G.15.16.1.6** Unusual events (refer to special reports).
- G.15.16.1.7** Stoppages, delays, shortages, and losses.
- G.15.16.1.8** Meter readings and similar recordings.
- G.15.16.1.9** Emergency procedures.
- G.15.16.1.10** Orders and requests of governing authorities.
- G.15.16.1.11** Change Orders received, implemented.
- G.15.16.1.12** Minor changes received and implemented.
- G.15.16.1.13** Services connected, disconnected.

G.15.16.1.14 Equipment or system tests and startups.

G.15.16.1.15 Partial Completions, occupancies.

G.15.16.1.16 All non-construction (those that are not general Contractor or subcontractor employees) visitors at the site.

G.15.16.1.17 Completions authorized.

G.15.16.2 Field Correction Reports: When need to take corrective action that requires departure from Contract Documents arises, prepare detailed report. Include statement describing problem and recommended changes. Indicate reasons Contract Documents cannot be followed. Submit copy to CA immediately. Proposed changes will be reviewed and accepted or rejected by CA prior to implementation. If rejected, propose alternate change following same procedure.

G.15.16.3 Special Reports:

G.15.16.3.1 General: Submit special reports directly to CA within one (1) day of reported occurrence. Submit copies to other parties affected by occurrence.

G.15.16.3.2 Reporting Unusual Events: When event of unusual and significant nature occurs at site, prepare and submit special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects and similar pertinent information. Advise CA in advance when such events are known or predictable.

G.15.16.3.3 Submittal of reports is condition precedent to issuance and payment of subsequent Applications for Payment.

G.16 **GUARANTEE OF WORK:**

G.16.1 The Contractor guarantees, for a period of one (1) year after date of acceptance for occupancy as established in the University's written notification, to repair or replace any work in which any defects in material or workmanship appear within said period and to repair or replace any and all work damaged by reasons thereof, to the satisfaction of the CA and without cost to the University.

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

G.16.3 Upon the Contractor's failure to proceed promptly to comply with the terms of any guarantee under the contract or still running upon work originally executed by other Contractors, the University may (1) either have such work performed as the CO deems necessary to fulfill such guarantee, or (2) allow all such damaged or defective work to remain in such unsatisfactory condition; provided that the Contractor shall promptly pay the University the sum estimated by the CO under the provision of paragraph B above to represent the amount which would have

been necessary to expend to fulfill such guarantee. Everything done in the fulfillment of any guarantee shall be without additional expense to the Government of the District of Columbia.

- G.16.4 Special guarantee:** The Contractor shall provide written guarantees for work performed under the resultant contract from installation and receipt.
 - G.16.4.1** Guarantee buried tanks for five (5) years against deterioration to the point of failure and against structural failure due to improper installation procedures.
 - G.16.4.2** Guarantee heating and air conditioning equipment, except expendable components such as filters, for two (2) full operating seasons or the equivalent thereof against all conditions except vandalism or improper maintenance.
 - G.16.4.3** Secure guarantee of built-up roof and flashing systems for ten (10) years by the manufacturer of the roofing material.
- G.16.5** All special guarantees that are stipulated in the specifications or other paper forming a part of the contract shall be subject to the terms of this paragraph insofar as they do not conflict with the provisions containing references to guarantees in the specifications or such other papers. In case of any conflict, the special guarantee shall take precedence.

G.17 PROTECTION:

- G.17.1** The Contractor shall protect existing public and private property including but not limited to sidewalks, pavements, landscaping, from damage using methods approved by CA such as planking, covering, temporary cement curbs, and shall be responsible for replacement of items that are damaged by work under this contract. The Contractor shall repair or replace damages to sidewalks, curbs, streets, public property and public utilities as directed by the CA in accordance with standards of the agency having jurisdiction over the damaged property. The CA will not permit grouting of cracks in sidewalks and driveways. The Contractor shall replace cracked slabs.
- G.17.2** The Contractor shall be responsible for personal injury to workmen and the public and shall indemnify and hold the University harmless for any such injuries that are incurred during the performance of this contract.
- G.17.3** Nothing contained in the drawings and Specifications for installation of fences, barricades or site protection shall be interpreted as making the University a party to, liable for, or relieving the Contractor of:
 - G.17.3.1** The Contractor's responsibility for materials delivered and work performed until completion and final acceptance;
 - G.17.3.2** The Contractor's responsibility to sustain all costs, losses or damages arising out of the nature of the work to be done, or due to any unforeseen or usual obstructions or difficulties which may be encountered in the accomplishment of the work, or resulting from the work, or resulting from the action of the elements; and
 - G.17.3.3** The Contractor's responsibility to protect existing public and private property.