GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES

INVITATION FOR BIDS

Solicitation Number: DCAM-17-CS-0048

ROOF IMPROVEMENT AT THE METROPOLITAN POLICE DEPARTMENT'S PATROL SERVICES BUREAU

Date Issued:	February 3, 2017
Pre-Bid Conference & Site Visit:	February 10, 2017 at 10:00 am MPD Patrol Service Bureau 801 Shepherd Avenue, NW Washington, DC 20011
Bid Due Date:	February 24, 2017 at 11:00 am
Delivery of Bids:	Department of General Services Contracts and Procurement Division Attention: James Marshall 2000 14th Street, NW, 8th Floor Washington, D.C. 20009
Bid Opening Date:	February 24, 2017 at 12:00 pm
Contact:	Jerusalem Belai Contract Specialist Department of General Services 1250 U Street NW, 4th floor Washington, DC 20009 (202) 724-4108 jerusalem.belai@dc.gov

EXECUTIVE SUMMARY

The District of Columbia Department of General Services (the "Department" or "DGS"), Contracts and Procurement Division, on behalf of the Metropolitan Police Department of the District of Columbia ("MPD"), is issuing this Invitation for Bid ("IFB") to engage a contractor to furnish all supervision, labor, materials and equipment necessary to complete partial roof restoration at the Patrol Services Bureau located at 801 Shepherd Avenue, NW, Washington, DC 20011 ("Work" or "Project").

A.1 Contract Type

The contract awarded pursuant to this IFB will be a fixed price type of contract.

A.2 Form of Contract

The Contract resulting from this IFB will include the following:

(a) The Award/Signature Page (**Attachment L**)
(b) Acknowledgement of Amendments (See Award/Signature, Section 13)
(c) The IFB pages 2 – 52
(d) The Patrol Service Bureau Drawings (**Attachment A**)
(e) The Technical Specifications (**Attachment B**)
(f) The Contractor's Offer Letter and Bid Form (**Attachment C**)
(g) Applicable exhibits provided as attachments or incorporated by reference

A.3 Contractor's Compensation

Contractors shall submit an Offer Letter and Bid Form (**Attachment C**) to include the fixed lump sum price to complete the work. The lump sum price shall be the Contractor's sole method of compensation and as such shall be sufficient funding to cover all of the costs necessary to Fully Complete the Project, including, but not limited to, labor, materials, trade, subcontractor costs, insurance and bonding, home office overhead, travel, and profit. The lump sum price shall also include sufficient funding for items that are not specifically identified in the Scope of Work but which are reasonably inferable therefrom.

A.4 Procurement Schedule

The schedule for this procurement is as follows:

• Issue IFB	February 3, 2017
• Pre-Bid Conference	February 10, 2017 at 10:00 am
• Deadline for Questions	4:00 pm, February 14, 2017
• Bid Due Date	February 24, 2017 at 11:00 am
• Bid Opening Date	February 24, 2017 at 12:00 pm
• Estimated Notice of Award	Week of February 27, 2017

A.5 Attachments: The following documents are attached to the contract:

Attachment A	Patrol Service Bureau Drawings
Attachment B	Technical Specifications
Attachment C	Form of Offer Letter and Bid Form
Attachment D	Bidder/Offeror Certification Form
Attachment E	Tax Affidavit
Attachment F	Subcontracting Plan Form
Attachment G	2017 Living Wage Act Notice and Fact Sheet
Attachment H	First Source Employment Agreement Form
Attachment I	Davis Bacon Wage Determination
Attachment J	Bid Bond Form
Attachment K	Bid Guarantee Certification
Attachment L	Award/Signature Page
Attachment M	Standard Contract Provisions for Construction Contracts

SECTION B
SCOPE OF WORK

B.1 Background:

The Department is issuing this IFB to engage a Contractor to provide partial roof restoration at the Patrol Service Bureau located at 801 Shepherd Avenue, NW, Washington, DC 20011.

This Project will involve demolition over an active facility with youth groups scheduled in the facility at various times that may require coordination of work to other areas or to be postponed and re-scheduled. This site has limited parking and staging. Designated areas for parking and staging will be discussed at the pre-bid conference and site visit. This package includes a base bid with alternates and unit cost scope of work items.

In order to achieve the task, the Contractor must have a minimum of 7 years' experience in slate removal and replacement (including re-use of sound material), copper sheet metal fabrication, installation and field soldering, stainless gutter and downspout installation and soldering with some of that experience associated with Historic renovations.

B.2 Scope of Work:

B.2.1 Roof Restoration: The Contractor shall provide the following services as described in the Technical Specifications (**Attachment B**).

B.2.1.1 Base Requirements

.1 Remove and Replace (partial replacement) existing slate roofing over the Activity Center to repair damaged wood plank decking along the parapet gable (Section D-1, R 1.0 – approximately 2,200 sq ft with approx. 400 sq ft of wood plank decking replacement). Replacement Specification is based on the specifications of Carlisle EcoStar Majestic Slate.

.2 Structural Repairs to the wood trusses to be completed in accordance with the attached letter from the Structural Engineer, D. Anthony Beale, dated 5/20/16. Areas of repair are identified as Item S-1, on sheet R 1.0, and will be made available for inspection at the pre-bid walk-through.

B.2.1.2 Alternate Requirements

.1 Alternate 1: Remove and Replace existing slate on the balance of Roof Area D (balance is approximately 4,100 sq ft). Replacement Specification is based on the specifications of Carlisle EcoStar Majestic Slate. (Pink Shaded Area)

.2 Alternate 2: Prepare existing metal roof surface to receive new Elastomeric reinforced coating to provide a manufacturer's 10 year warranty. Specifications will be based on GE SCM3500 Momentive Coating. (approx. 2,100 sq. ft.) Item 1 R 1.0.

.3 Alternate 3: Furnish and install new replacement slate tiles at Roof Area B, G, C and E (All other slate roof areas) where the existing slate is cracked, damaged or missing. An allowance of 100 slate should be used as an estimating baseline. Unit costs will be requested for additional repairs if the need has been established by the on-site inspector, DGS Project Manager and Contracting Officer.

.4 Alternate 4 - Remove existing slate along the valley sections, approximately 20" from the valley line identified as Item 5. Install new ice and watershield, centered on the valley line and reinstall existing removed slate supplemented by new slate as needed to complete the detail. Item 4 R 1.0

.5 Alternate 5 - Remove approximately 40" of the existing slate along the step flashing sections at the North Side Chimneys (identified as Item 5) to accommodate new ice and watershield to be applied at the deck and onto the vertical surface of the chimney (removing the existing step-flashing first). Reinstall the existing slate and new 6 x 6 (fabricated to fit the existing slate) 16 oz. copper step supplemented with new slate as needed to complete the detail - Item 3, R 1.0.

.6 Alternate 6 - Apply new rubberized asphalt sealant "packing" to the ridge slate as needed for preventative maintenance – Item 4 R 1.0.

.7 Alternate 7 - Re-fasten gutters at all locations identified as Item 2, (Green Line) R 1.0.

B.3 Staff and Supervision:

The Contractor shall provide all supervision, labor, material, equipment to perform the scope of work including daily Project Management/Project Supervision.

B.4 Conformance with Laws:

It shall be the responsibility of the Contractor to perform the Agreement in conformance with the Department's Procurement Regulations (27 DCMR § 4700 *et seq.*) and all statutes, laws, codes, ordinances, regulations, rules, requirements and orders of governmental bodies, including, without limitation, the U.S. Government and the District of Columbia government; and it is the sole responsibility of the Contractor to determine the Department's procurement regulations, statutes, laws, codes, ordinances, regulations, rules, requirements and orders that apply and their effect on the Contractor's obligations thereunder.

B.4.1 Living Wage Act

The Living Wage Act is applicable to this Contract. As such, the Contractor and its subcontractors shall comply with the wage and reporting requirements imposed by that Act as described in **Attachment G.**

B.4.2 Davis-Bacon Act

The Davis-Bacon Act is applicable to this Project. As such, the Contractor and its trade subcontractors shall comply with the wage and reporting requirements imposed by this Act. Applicable wage determination rates are attached hereto as **Attachment I**.

B.5 Licensing, Accreditation and Registration:

The Contractor and all of its subcontractors shall comply with all applicable District of Columbia, state and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract.

B.6 Standard Contract Provisions:

The Standard Contract Provisions for use with Specifications for District of Columbia Government Construction Projects are hereby incorporated into this IFB (**Attachment M**).

B.7 Time if of the Essence:

The contractor shall have 30 calendar days to Fully Complete the Project (**Section B.2.1**).

B.8 Hours of Performance:

The contractor shall perform the work on District premises between the hours of 7:00 am and 6:00 pm.

SECTION C
ECONOMIC INCLUSION

C.1 Preference for Small, Local and Disadvantaged Business Enterprises

Under the provisions of the "Small and Certified Business Enterprise Development and Assistance Act of 2014", D.C. Official Code § 2-218.01 et seq., as amended ("Act", as used in this section), the District shall apply preferences in evaluating bids from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

C.1.1 Application of Preferences

Under the provisions of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, D.C. Law 16-33 (codified at D.C. Code § 2-218.01 et seq.), preferences shall be given to Contractors that are certified by the Department of Small and Local Business Development as being a small business enterprise, having resident business ownership, having a longtime resident business, being a local business enterprise, being a disadvantaged business enterprise, or being a local business enterprise with its principal office located in an enterprise zone. (A copy of the certification acknowledgment letter must be submitted with the Contractor's Bid.) A percentage reduction in price shall be granted to prime contractors as follows:

(a) Three (3) percent reduction for a small business enterprise (SBE);
(b) Five (5) percent for a resident-owned business (RBO);Ten (10) percent for a longtime resident business (LRB);
(c) Two (2) percent for a local business enterprise (LBE);
(d) Two (2) percent for a local business enterprise with its principal office located in an enterprise zone (DZE);
(e) Two (2) percent for a disadvantaged business enterprise (DBE);
(f) Two (2) percent for veteran-owned business (VOB);
(g) Two (2) percent for local manufacturing business enterprise (LMBE)

C.1.2 Maximum Preference Points Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise (CBE) is entitled under the Act is twelve per cent (12%) for Bids submitted in response to this IFB. There will be no preference awarded for subcontracting by the prime contractor with CBEs.

C.1.3 Preferences for Certified Joint Ventures

A certified joint venture will receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a (h).

C.1.4 Verification of Contractor's Certification as a Certified Business Enterprise

Any Contractor seeking to receive preferences on this solicitation must be certified at the time of submission of its Bid. The CO will verify the Contractor's certification with DSLBD, and the Contractor should not submit with its bid any

additional Documentation regarding its certification as a certified business enterprise.

(a) Any vendor seeking certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 850N
Washington DC 20001

(b) All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

C.2 LSDBE Utilization

The mandatory subcontracting requirements are as follows:

(a) Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of $250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

(b) If there are insufficient SBEs to completely fulfill the requirement of paragraph (a)(1), then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

(c) A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections C.2.1 (a) and C.2.1 (b) of this clause.

(d) Except as provided in C.2.1 (e) and C.2.1 (f), a prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

(e) A prime contractor that is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

(f) Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

(g) A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is $1 million or less.

(h) A list of Certified Business Enterprises can be found on the District of Columbia, Department of Small and Local Business Development website at http://dslbd.dc.gov/DC/DSLBD, click on "Doing Business in the District", click on "Find CBE Certified Contractors."

C.2.2 Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section C.2.1 of this clause. The plan shall be submitted as part of the bid and may only be amended with the prior written approval of the Contracting Officer (CO) and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan shall inure to the benefit of the District. Each subcontracting plan shall include the following:

(a) The name and address of each subcontractor;
(b) A current certification number of the small or certified business enterprise;
(c) The scope of work to be performed by each subcontractor; and
(d) The price that the prime contractor will pay each subcontractor.

C.2.3 Copies of Subcontracts

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, Project Manager, District of Columbia Auditor and the Director of DSLBD.

C.2.4 Subcontracting Plan Compliance Reporting

If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, City Administrator (CA), District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

(a) The price that the prime contractor will pay each subcontractor under the subcontract;
(b) A description of the goods procured or the services subcontracted for;
(c) The amount paid by the prime contractor under the subcontract; and
(d) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

C.2.4.1 If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

C.2.5 Annual Meetings

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, Project Manager, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

C.2.6 Notices

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

C.2.7 Enforcement and Penalties for Breach of Subcontracting Plan.

C.2.7.1 Contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

C.2.7.2 A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.

C.2.7.3 If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in clause 8 of the SCP, Default.

C.3 Residency Hiring Requirements for Contractors & Subcontractors.

C.3.1 At least fifty-one percent (51%) of the Contractor's team and every sub-consultant's employees hired after the Contractor enters into a contract with the Department, or after such sub-consultant enters into a contract with the Contractor, to provide the required goods or services, shall be residents of the District of Columbia. In addition, the Contractor shall use commercially reasonable best efforts to comply with the workforce percentage requirements established by the adopted amendments to the First Source Employment Agreement Act of 1984 (D.C. Code §§ 2-219.01 *et seq.*) and any implementing regulations, including, but not limited to, the following requirements for contracts in excess of Five Million Dollars:

i. At least 20% of journey worker hours by trade shall be performed by District residents;

ii. At least 60% of apprentice hours by trade shall be performed by District residents;

iii. At least 51% of skilled laborer hours by trade shall be performed by District residents; and

iv. At least 70% of common laborer hours by trade shall be performed by District residents.

C.3.2 Upon execution of the contract, the Contractor and all of its member firms, if any, and each of its subcontractors and sub-consultants shall submit to the Department a list of current employees that will be assigned to work under the contract, the date that they were hired and whether or not they live in the District of Columbia.

C.3.3 The Contractor shall comply with subchapter X of Chapter II of Title 2, and all successor acts thereto, including by not limited to the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011, and the rules and regulations promulgated thereunder as applicable. The Contractor and all member firms, subcontractors, tier subcontractors, sub-consultants, and suppliers with contracts in the amount of $300,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services ("DOES") upon execution of the contract; (ii) submit an executed First Source Agreement to DOES prior to beginning work; (iii) make best efforts to hire at least 51% District residents for all new jobs created under the contract; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10th of each month; (vi) at least 51% apprentices and trainees employed must be residents of the District registered in a program approved by the D.C. Apprenticeship Council; and (vii) trade contractors and subcontractors with contracts in the amount of $500,000 or more must register an apprenticeship program with the D.C. Apprenticeship Council.

C.4 Subcontracting Administration

The Contractor shall, through Subcontractors or its own forces, perform all of the Work necessary to construct the Project so that it is complete, safe, and properly built in strict accordance with the Contract documents. Without limitation, the Contractor shall provide all of the labor, materials, tools, equipment, temporary services, and facilities necessary to complete the construction and installation of the Project. The Work shall be carried out in a good and workmanlike, first-class manner, and in timely fashion. All materials and equipment to be incorporated into the Project shall be new and previously unused, unless otherwise specified, and shall be free of manufacturing or other defects. The Contractor further warrants that the Work will conform to the requirements of the Contract documents and will be free from defects, except for those inherent in the quality of the Work the Contract documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. If required by the Department, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

C.4.1 It is understood that the Contractor may, subject to the term of this Agreement, subcontract a portion of the work to a Subcontractor pursuant to written contract with the Contractor; provided, however, that the Contractor shall not be permitted to subcontract all or substantially all of the Work to a single Subcontractor.

C.4.2 The Department may at any time direct the Contractor to terminate any Subcontractor or supplier performing services on the job.

C.4.3 The Department may elect to review the form of any such subcontract or agreement with a material supplier to insure that such contract incorporates the contractual provisions required by this Agreement.

C.4.4 The Contractor shall solidify all services and materials for the Project over $25,000 (other than Self-Performed Work) via written subcontracts or, for contracts requiring provision of materials or equipment only, and not labor, via written supply agreements. All subcontracts and supply agreements shall include the following provisions:

C.4.5 The Contractor agrees that all of its subcontracts and supply agreements for Work to be performed within the scope of this Agreement shall include the following provisions:

C.4.5.1 that, to the extent of the Work or supply within the Agreement's scope, the Subcontractor or supplier is bound to the Contractor for the performance of all obligations which the Contractor owes the Department under the Contract;

C.4.5.2 that the Subcontractor or supplier is not in privity with the Department and shall not seek compensation directly from the Department on any third-party beneficiary, quantum meruit, or unjust enrichment claim, or otherwise, except as may be permitted by any applicable mechanic's lien law;

C.4.5.3 that the Department is a third-party beneficiary of the subcontract or supply agreement, entitled to enforce any rights thereunder for its benefit;

C.4.5.4 that the Subcontractor or supplier consents to assignment of its agreement to the Department, at the Department's sole option, if the Contractor is terminated for default;

C.4.5.5 that the Subcontractor or supplier shall comply immediately with a written order from the Department to the Contractor to suspend or stop work;

C.4.5.6 that the Subcontractor or supplier shall maintain records of all Work it is requested or authorized to do on a time and material or cost-plus basis, or with respect to claims that it has asserted on a time and materials or cost-plus basis, during the Project and for a period of time specified in the General Conditions and requiring the Subcontractor or supplier to make those records available for review or audit by the Department during that time;

C.4.5.7 that the Subcontractor shall obtain and maintain, throughout the Project, workers' compensation insurance in accordance with the laws of the District of Columbia (This provision is not applicable to supply agreements.);

C.4.5.8 that, if the Department terminates the Contract for convenience, the Contractor may similarly terminate the subcontract or supply agreement for convenience, upon seven (7) days' written notice to the Subcontractor or supplier, and that the Subcontractor or supplier shall, in such a case, be entitled only to the costs set forth in the Termination for Convenience provisions of this Agreement;

C.4.5.9 that the Department shall have the right to enter into a contract with the Subcontractor or supplier for the same price as its subcontract or supply agreement price less amounts already paid, if the Contractor files a voluntary petition in bankruptcy or has an involuntary petition in bankruptcy filed against it;

C.4.5.10 that the Subcontractor or supplier shall not be entitled to payment for defective or non-conforming work, materials or equipment, and shall be obligated promptly to repair or replace non-conforming work, materials or equipment at its own cost;

C.4.5.11 that Subcontractors and suppliers promptly pay Subcontractors and suppliers at lower tiers, imposing upon the Subcontractors and suppliers a duty to pay interest on late payments, and barring reimbursement for interest paid to lower tier Subcontractors or suppliers due to a Subcontractor’s or supplier’s failure to pay them in timely fashion;

C.4.5.12 that all Subcontractors at all tiers comply with the provisions of **Section C** (Economic Inclusion Goals); provided, however, that the Contractor may, in its reasonable discretion impose a different LSDBE subcontracting goal on some or all of its Subcontractors; provided, further, however, that nothing in this provision shall be deemed to excuse the Contractor from using its best efforts to achieve the LSDBE subcontracting goal on an aggregate basis for the Project;

C.4.5.13 that allows the Contractor to withhold payment from the Subcontractor if the Subcontractor does not meet the requirements of the Subcontract;

C.4.5.14 that requires a lien and claim release as well as waiver provisions substantially identical to those in this Agreement.

C.4.5.15 Within seven (7) days of receiving any payment from the Department including amounts attributable to Work performed, or materials or equipment supplied, by a Subcontractor or supplier, the Contractor shall either pay the Subcontractor or supplier for its proportionate share of the amount paid to the Contractor for the Subcontractor's or supplier's Work or materials or equipment, or notify the Department and the Subcontractor or supplier, in writing, of the Contractor's intention to withhold all or part of the payment and state the reason for the withholding. All monies paid to the Contractor under the Contract shall be used first to pay amounts due to Subcontractors or suppliers supplying labor or materials for the Project and only money remaining after such payments are made may be retained by the Contractor.

C.4.5.16 Monies paid by joint check shall be deemed to have been paid fully to the Subcontractor or supplier named as a joint payee, unless the Department agrees otherwise in writing. Any interest paid to Subcontractors or suppliers because the Contractor has failed to pay them in timely fashion shall not entitle the Contractor to a Change Order.

C.4.5.17 The Contractor shall not substitute or replace any Subcontractor or supplier certified by DSBLD without the Department's prior written consent.

C.4.5.18 The Department has the right to contact Subcontractors or suppliers at all tiers or material or equipment suppliers directly to confirm amounts due and owing to them or amounts paid to them for Work on the Project, and to ascertain from the Subcontractors or suppliers at all tiers their projections of the cost to complete their Work or to supply their material or equipment, or the existence of any claims or disputes. In doing so the Department shall not issue any directions to Subcontractors or suppliers at any tier.

SECTION D
LUMP SUM PRICE

D.4.1 Lump Sum Price

The Contractor shall be paid a lump sum price to Fully Complete the Project.

D.4.2 Certain Work Included in the Lump Sum Price

The Contractor acknowledges and understands that the Lump Sum Price is based on the Scope of Work (**Section B**), including the Patrol Service Bureau Drawings (**Attachment A**) and the Technical Specifications (**Attachment B**), which are incorporated into this Contract. It is understood and agreed that the Lump Sum Price represents the Contractor's offer to Fully Complete the Project. The Parties acknowledge and agree that it is their intent to have the Contractor provide all labor, materials, and equipment to fully complete the project as contemplated in the Contract Documents, for the Lump Sum Price and consistent with the Project Schedule. In furtherance of such intent, the Contractor hereby assumes the risks associated with and shall be responsible for (i) any changes in market conditions that affect the cost of labor or materials; (ii) coordination issues between the drawings; (iii) elements of work not shown on the Contract Documents, but which are reasonably inferable from the Contract Documents; (iv) cost associated with acceleration of the work and expediting of materials necessary to meet the Project Schedule which are the result of anything other than an Excusable Delay; and (v) the risk of subcontractor default or non-performance. It is understood and agreed by the parties that items (i) through (v) listed in the preceding sentence are not intended to be an exclusive list of the risks assumed by the Contractor and that such items represent a partial list of the risks assumed by the Contractor.

D.4.3 Review of Contract documents

Before agreeing to the Lump Sum Price, the Contractor reviewed the Bid Set for accuracy, constructability, and completeness and was required to bring such deficiencies to the attention of the Department and its Architect/Engineer to address any such deficiencies. The Contractor acknowledges that any additional deficiencies identified after agreement upon the Lump Sum Price shall not be the basis for a change in the Lump Sum Price or delaying the Project Schedule to the extent that any such deficiencies in the Drawings and Specifications could have been identified by such review by a competent Contractor. .

D.4.3.1 During the course of the Work, should any errors, omissions, ambiguities or discrepancies be found on the Contract Documents, or should there be found any discrepancies between the Contract Documents to which Contractor has failed to call attention before agreeing to the Lump Sum Price, the Contractor shall bring any such errors, omissions, ambiguities or discrepancies to the attention of Department, and the Department will interpret the intent of the Contract Documents. Contractor hereby agrees to abide by and to

carry out the Work in accordance with the decision of the Department. Wherever the intent of the Contract Documents is not indicated clearly or there is a conflict between the Contract Documents, the Contractor will be held to have included in the Lump Sum Price the more expensive material or method of construction and the quantity of material.

D.4.3.2 If any item or material shown on the Drawings is omitted from the Specifications, or vice versa (except when the Drawings and Specifications clearly exclude such omitted item), and such item or material is required to complete the detail shown or specified, and if additional details or instructions are required to complete the Work, then the Contractor is deemed to have made an allowance in the Lump Sum Price for the completion of the Work, consistent with adjoining or similar details and the best accepted practices of the trade for projects of this type and quality, whichever is more expensive, unless such additional information was not reasonably inferable from the Contract Documents. Without limiting the Contractor's other duties, in the case of a difference among the Contract Documents as to the Contractor's obligations, or an inconsistency in the Contract Documents, the Department will decide which requirement governs; however, the Contractor shall assume that the more expensive material or method of construction and the quantity of material shall be required without a change to the Lump Sum Price.

D.4.3.3 Execution of the Contract by the Contractor is a representation that the Contractor has thoroughly examined all Contract Documents, including all details, plans, elevations, sections, schedules and diagrams, has visited the site, has become familiar with local conditions under which the Work is to be performed, has correlated personal observations with the requirements of the Contract Documents, and has satisfied himself before executing the Contract as to all matters that can affect the Work and its cost, including: (1) the nature of the land and subsoil; (2) the form and nature of the site and surrounding areas; (3) details and levels of existing pipe lines, conduits, sewers, drains, cables or other existing services; (4) the quantities, nature and availability of the materials, tools, equipment and labor necessary for the completion of the Work; (5) the means of access to the site and any accommodation he may require; (6) uncertainties of weather and physical conditions at the site; and in general to have himself obtained all necessary information as to risk contingencies, climatic, hydrological and natural conditions and other circumstances which may influence or affect his performance of the Work. The Contractor waives any and all claims against the Department arising from or relating to such contingencies and conditions that are reasonably inferable from the Contract Documents,

in light of the required preconstruction review and inspection and the Contractor's expertise in the field of construction.

D.4.4 Basis of Lump Sum Price

The Lump Sum Price is based on the following documents that have been incorporated into the contract:

D.4.4.1 Attachment A
Patrol Service Bureau Drawings

D.4.4.2 Attachment B:
Technical Specifications

D4.4.3 Attachment C:
Offer Letter and Bid Form

D4.4.4 Attachment F:
Living Wage Act Notice and Fact Sheet

D.4.4.5 Attachment G:
Davis Bacon Wage Rates

D4.4.6 Attachment F:
Subcontracting Plan and Subcontracting Agreements

SECTION E
EVALUATION AND AWARD CRITERIA

E.1 Contract Award.

E.1.1 This procurement is being conducted in accordance with the provisions of §4720 of the Department's Procurement Regulations (27 DCMR, Chapter 47).

E.1.2 The District reserves the right to accept/reject bids resulting from this solicitation. The Chief Contracting Officer may reject all Bids or waive any minor informality or irregularity in Bids received whenever it is determined that such action is in the best interest of the District.

E.1.3 The District intends, but is not obligated to, make an award to the qualified Contractor whose bid is responsible and responsive to the IFB and is most advantageous to the Department considering price and the price-related evaluation factors identified in the IFB and as submitted in the Offer Letter and Bid Form (**Attachment C**).

SECTION F
BID ORGANIZATION AND SUBMISSION

This section outlines specific information necessary for the proper organization and manner in which Contractor's bid submissions shall be proffered. References are made to other sections in this IFB for further explanation.

F.1 Bid Identification

Bids shall be proffered with an original, one (1) hard copy, and one (1) electronic copy (Flash USB only). The Contractor's submission shall be placed in a sealed envelope conspicuously marked: **"Solicitation Number: DCAM-17-CS-0048 – Roof Improvement at MPD Patrol Service Bureau"**

F.2 Delivery or Mailing of Bids:

Submissions shall be delivered or mailed to:

Department of General Services
Attn: George G. Lewis
Interim Associate Director, Contracts & Procurement
2000 14th Street, NW, 8th Floor
Washington, D.C. 20009

F.3 Date and Time for Receiving Bids

Submissions shall be received no later than **11:00 am** local time on **February 24, 2017**. The Contractor assumes the sole responsibility for timely delivery of its submission, regardless of the method of delivery.

F.4 Bid Opening

A public Bid Opening will be held at **12:00 pm** on **February 24, 2017** at 1250 U Street, NW, 4th Floor.

F.5 Attachments and Other Bid documents

The Contractor shall complete and include the following attachments with their Bid:

(a) Award/Signature Page (**Attachment L**)
(b) Acknowledgement of Amendments (Award/Signature, Section 13)
(c) The IFB pages 2 - 52
(d) Form of Offer Letter and Bid Form - Each Contractor shall submit a Form of Offer Letter and Bid Form **(Attachment C**);
(e) Bidder/Offeror Certification Form – Each Contractor shall submit a Bidder/Offeror Certification Form **(Attachment D);**
(f) Tax Affidavit - Each Contractor shall submit a tax affidavit provided as (**Attachment E)**. In order to be eligible for this procurement, Contractors must be in full compliance with their tax obligations to the District of Columbia government;

(g) Subcontracting Plan Form - Each Contractor shall submit a Subcontracting Plan Form provided as **Attachment F**;
(h) First Source Employment - Each Contractor shall submit the First Source Employment Agreement provided as **Attachment H**;
(i) Bid Bond or Bid Guarantee Certification - Each Contractor shall submit a Bid Bond or Bid Guarantee Certification substantially in the form of **Attachment J** or **Attachment K**, respectively;
(j) LSDBE Certification Letter, if applicable; and
(k) Evidence that Contractor meets the Special Qualifications described in **Section B.1**.

SECTION G
BIDDING PROCEDURES & PROTESTS

G.1 Contact Person. The contact person for this IFB is:

Jerusalem Belai
Contract Specialist
Department of General Services
Contracts and Procurement Division
2000 14th Street, NW, 8th Floor
Washington, DC 20009
(202) 724-4108
jerusalem.belai@dc.gov

G.2 Protests

Protests shall be governed by D.C. Official Code § 2-360.08 and Section 4734 of the Department's Procurement Regulations (27 DCMR).

G.3 Retention of Submissions

All submissions will be retained by the Department and therefore will not be returned to the Contractors. With the exception of proprietary financial information, the submissions will become the property of the Department, and the Department has the right to distribute or use such information as it determines.

G.4 Examination of Bids

Contractors are expected to examine the requirements of all instructions (including all amendments, addenda, attachments and exhibits) in this IFB. Failure to do so shall be at the sole risk of the Contractor, and may result in disqualification.

G.5 Late Bids and Modifications:

(a) Any bid or best and final offer received at the address designated in this IFB after the exact time specified for receipt shall not be considered.

(b) Any modification of a bid, including a modification resulting from the CO's requests for best and final offers, is subject to the same conditions as in Section G.5.(a) stated above.

(c) The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the Bid wrapper or other documentary evidence of receipt maintained by the installation.

(d) Notwithstanding any other provisions of this Invitation for Bids to the contrary, a late modification of an otherwise successful bid which makes its terms more favorable to the Department may be considered at any time it is received and may be accepted.

(e) Bids shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of bids.

G.6 No Compensation for Preparation of Bids

The Department will not bear or assume any financial obligations or liabilities regarding the preparation of any Bids submitted in response to this IFB, or prepared in connection therewith, including, but not limited to, any Bids, statements, reports, data, information, materials or other documents or items.

G.7 Rejection of Bids

The Department reserves the right, in its sole discretion:

(a) To cancel this solicitation or reject all bids;
(b) To reject Bids that fail to prove the Contractor's responsibility;
(c) To reject Bids that contain conditions and/or contingencies that in the Department's sole judgment, make the Bid indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award;
(d) To waive minor irregularities in any bid provided such waiver does not result in an unfair advantage to any Contractor;
(e) To take any other action within the applicable Procurement Regulations or law;
(f) To reject the Bid of any Contractor that has submitted a false or misleading statement, affidavit or certification in connection with such Bid or this Invitation for Bid;
(g) To reject as non-responsive any Bid that fails to include a subcontracting plan that is required by law;
(h) To reject submissions that indicate a lack of understanding of any aspect of the Project(s);
(i) To reject submissions that are too costly, financially or otherwise, to the Department relative to other submissions and the Project budget;
(j) To reject submissions where the bidder has altered any pricing element or line item by Thirty Percent (30%) from the initial offer or median price for that pricing element or line item in response to a Request for a Best and Final Offer ("BAFO"); or
(k) To reject submissions that are deemed non-responsive.

G.8 Limitation of Authority

Only a contracting officer with prior written authority from the CCO shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clauses or conditions of the contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this IFB is not effective or binding unless made in writing and signed by the CCO or its authorized representative.

G.9 Non-Responsive Bids

(a) **Pricing.** In general, the Department will consider a bid non-responsive if any pricing element of the bidder's price is Thirty Percent (30%) higher than the median price submitted by other bidders. If there are no more than two (2) bidders, the independent government estimate shall be used to establish a median price. The Department reserves

the right to deem a bid non-responsive if any pricing element of the bidder's price is Thirty Percent (30%) higher than the median price.

(b) **Certification.** The Department may consider a bid non-responsive if the bidder fails to properly complete or provides inaccurate information on the Bidder/Offeror Certification Form.

(c) **Exceptions.** The Department may consider a bid non-responsive if the bidder identifies any changes or exceptions to the Standard Contract Provisions, the Contract or attachments hereto.

(d) **Core Competency.** The Department may consider a bid non-responsive if the bidder, whether by inclusion or omission, fails, in the Department's sole judgment, to demonstrate an understanding and competence in every aspect of the Project.

SECTION H
INSURANCE AND BOND REQUIREMENTS

H.1 Required Insurance. The Contractor shall maintain the following types of insurance throughout the life of the contract.

H.1.1 Commercial general public liability insurance ("Liability Insurance") against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than One Million Dollars ($1,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and One Million Dollars ($1,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage. The Contractor shall be required to maintain this coverage in force for a period of at least two years after substantial completion.

H.1.2 Workers' compensation and Employers Liability coverage providing statutory benefits for all persons employed by the contractor, or its contractors and subcontractors at or in connection with the Work.

H.1.3 Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars ($1,000,000) for each occurrence for bodily injury and property damage.

H.1.4 Excess umbrella liability coverage (on at least a follow form basis) and when combined with the general liability policy has an aggregate limit of at least Two Million Dollars ($2,000,000).

H.1.5 Additional Insureds
Each insurance policy shall be issued in the name of the contractor and shall name as additional insured parties the Department and the District of Columbia, and shall not be cancelable or reduced without thirty (30) days prior written notice to the Department.

H.1.6 All such insurance shall contain a waiver of subrogation against the Department and the District of Columbia, and their respective agents.

H.1.7 Strength of Insurer
All insurance shall be placed with insurers that are reasonably acceptable to the Department and with an A.M. Best's rating of not less than A- (Excellent) and a surplus size of not less than XV. All such insurers shall be licensed/approved to do business in the District of Columbia.

H.2 Bid Bond.

H.2.1 Contractors shall submit with their bid a Bid Bond in the amount of **5%** of the Contractor's lump sum price. The Contractor's Bid Bond shall be submitted in substantially the form provided as **Attachment J**. 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.2.2 Alternatively, Contractors may submit a cashier's check of credit in lieu of a Bid Bond. If the Contractor chooses to submit a cashier's check in lieu of a bid bond, the Contractor shall complete the form included as **Attachment K** and return, notarized, with the Contractor's bid.

H.2.3 Payment and Performance Bond

The Contractor shall be required to provide payment and performance bonds, each having a penal value equal to 100% of the Contract amount prior to performing any work on the contract. All bonding companies must be licensed to conduct business in the District of Columbia and be included on the Department of Treasury's Listing of Approved Sureties website.

H.2.4 In the event a Contractor who is awarded this Contract fails to post a payment and performance bond for the full value of the Contract, the Contractor shall thereby forfeit the full amount of the cashier's check or the Bid Bond, and the Department will collect such funds as liquidated damages.

SECTION I
DEPARTMENT'S RESPONSIBILITIES

I.1 Information and Services. The Department will provide full information in a timely manner regarding the requirements of the Project.

I.2 Department's Designated Representatives.

I.2.1 Chief Contracting Officer (CCO). In accordance with 27 DCMR, Chapter 47, Section 4704 contracts may be entered into and signed on behalf of the District Government only by CCO. The address and telephone number of the CCO is:

George G. Lewis, CPPO
Interim Associate Director, Contracts and Procurement
Department of General Services
2000 14th Street, NW, 8th Floor
Washington, D.C. 20009
(202) 727-2800
george.lewis@dc.gov

I.2.1.1 Authorized Changes by the Contracting Officer (CO) and the CCO:

I.2.1.1.1 The CCO, the CCO's Delegate and the CO are the only persons authorized to approve changes to any of the requirements of the Contract.

I.2.1.1.2 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 in accordance with Section I.2.1.1.1.

I.2.1.1.3 In the event the Contractor effects any change at any instruction or request not in compliance with this Section, 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.

I.2.2 Contracting Officer Technical Representative (COTR):

I.2.2.1 The COTR is responsible for general administration of the Contract and advising the CO and CCO as to the Contractor's compliance or noncompliance with the Contract. The COTR has the responsibility for the day-to-day monitoring and supervision of the Contract, of ensuring the Work conforms to the requirements of the Contract and such other

responsibilities and authorities as may be specified in writing by the CCO and/or in the Contract. These include:

I.2.2.1.1 Keeping the CO and CCO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO and CCO of any potential problem areas under the Contract;

I.2.2.1.2 Coordinating site entry for Contractor personnel, if applicable;

I.2.2.1.3 Reviewing invoices for completed work and recommending approval by the CCO if the Contractor's prices and costs are consistent with the Contract and progress is satisfactory and commensurate with the rate of expenditure;

I.2.2.1.4 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 District's payment provisions and the Contract; and

I.2.2.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

I.2.2.1.6 The address and telephone number of the COTR is:

Sean MacCarthy
Project Manager
Capital Construction Services
Department of General Services
1250 U Street, N.W. 4th Floor
Washington, DC 20009
Office: (202) 698-4156
Mobile: (202) 425-9753
sean.maccarthy@dc.gov

I.2.2.2 The COTR Shall NOT Have the Authority to:

I.2.2.2.1 Award, agrees to, or sign any Contract document, change order, change directive, delivery order or task order. Subject to Section I.2.1.1.1, only the CCO shall make contractual agreements, commitments or modifications;

I.2.2.2.2 Grant deviations from or waive any of the terms and conditions of the Contract;

I.2.2.2.3 Increase the dollar limit of the Contract or authorize work beyond the scope and dollar limit of the Contract,

I.2.2.2.4 Authorize the expenditure of funds by the Contractor;

I.2.2.2.5 Change the period of performance; or

I.2.2.2.6 Authorize the use of District property, except as specified under the Contract.

I.2.2.2.7 The Contractor shall be held fully responsible for any changes not authorized in advance, in writing, by the CCO or as otherwise provided in Section I.2.1.1.1, and may be denied compensation or other relief for any additional work performed that is not so authorized. In addition, Contractor may also be required at no additional cost to the District, to take all corrective action necessitated by reason of any unauthorized changes.

I.3 Payments.

I.3.1 Invoicing

The Contractor shall submit invoices to the Department on a monthly basis. Each such invoice shall itemize all goods and services provided during the previous month and must be submitted electronically to the COTR and upload the document into Prolog by the 25th of each month. The Department's reference address to use on invoices is as follows:

Department of General Services
Office of the Chief Financial Officer
2000 14th Street NW, 5th Floor
Washington, D.C. 20001

For assistance with the registration process, technical difficulties and/or additional information on Prolog, please contact the Portal Help Desk at (202) 671-0571.

I.3.2 Retention

The Department shall withhold from each progress payment an amount equal to ten percent (10%) of each progress payment until such time as fifty percent (50%) of the Work has been competed at which point the Department may cease retaining against such item. Once Substantial Completion has occurred, the Department will reduce the retention being withheld to an amount that is equal to Two Hundred percent (200%) of the Project Manager's good faith estimate of the remaining Work.

I.3.3 Documents Required with Application for Payment

Each Application for Payment shall be accompanied by the Contractor's job cost ledgers in a form satisfactory to the Department, the Subcontractors' and Suppliers' Applications for Payment on AIA Documents G702 and G703 or other form acceptable to the Department, and such other supporting documentation as the Department may reasonably request. Each Application for Payment shall include detailed documentation of costs as a condition to approving progress payments, but the Contractor shall nevertheless maintain complete documentation of the costs. The Contracting Officer may require the submission of any documentation necessary to support the Contractor's Application for Payment and the Application for Payment shall not be deemed complete until such documentation is produced and submitted to the Department.

I.3.3.1 Contractor's Certification

Each Application for Payment shall be accompanied by the Contractor's signed certification that all amounts paid to the Contractor on the previous Application for Payment that were attributable to Subcontractor Work or to materials or equipment being supplied by any supplier has been paid over to the appropriate Subcontractors and suppliers; that all amounts currently sought for Subcontractor Work or supply of materials or equipment are currently due and owing to the Subcontractors and material or equipment suppliers; and that all Work, materials or equipment for which payment is sought is, to the best of the Contractor's knowledge, free from defect and meets all of the Contract requirements. The Contractor shall not include in an Application Payment amounts for Work for which the Contractor does not intend to pay.

I.3.3.2 Lien Waivers

Each Application for Payment shall be accompanied by written waivers of the right to file a mechanic's lien and all other claims for the Contractor and all Subcontractors and material suppliers at all tiers who have supplied labor or material or both for which payment is requested, subject only to receipt of payment. If the Department so requests, the Contractor shall also submit unconditional waivers of liens for itself and all Subcontractors and material suppliers at all tiers with respect to Work or materials or equipment for which payment has been previously made, and additional forms of waiver acknowledging receipt of final payment under the Contract, and providing final release of such liens.

I.3.3.3 Warranty of Title

By submitting an Application for Payment, the Contractor warrants to the Department that title to all Work for which payment is sought will pass to the Department, without liens, claims, or other encumbrances, upon the receipt of payment by the Contractor. The Department may

require execution of appropriate documents to confirm passage of clear title. Passage of title shall not operate to pass the risk of loss with respect to the Work in question. Risk of loss remains with the Contractor until Substantial Completion, unless otherwise agreed by the Department, in writing.

I.3.3.4 Submission

On the twenty-fifth (25th) day of each month the Contractor shall submit to the Department (with a copy to the Project Manager) an Application for Payment, which Application for Payment shall cover the entire month during which the Application for Payment is submitted. All amounts formally submitted via Application for Payment and not disputed by the Department shall be due and payable on the last day of the month following submission or, if that is not a business day, on the following business day.

I.3.3.5 Right to Withhold Payments

The Department will notify the Contractor within fifteen (15) days after receiving any Application for Payment of any defect in the Application for Payment or the Contractor's performance which may result in the Department's declining to pay all or a part of the requested amount. The Department may withhold payment from the Contractor, in whole or part, as appropriate, if:

I.3.3.5.1 the Work is deficient, defective or otherwise not conforming to the Contract, and such deficiencies, defects or nonconformities have not been remedied; or

I.3.3.5.2 the Department has determined that the Contractor's progress has fallen behind the Project Schedule, and the Contractor fails, within ten (10) calendar days of the Department's written demand, to provide the Department with a realistic and acceptable plan to recover the delays; or

I.3.3.5.3 the Contractor's monthly schedule update reflects that the Contractor has fallen behind the Project Schedule, and the Contractor fails to include, in the same monthly report, a realistic and acceptable plan to recover the delays; or

I.3.3.5.4 the Contractor has failed to provide the monthly report in full compliance with this Section I.3.3.5 of this Agreement; or

I.3.3.5.5 the Contractor has failed to pay Subcontractors or suppliers promptly or has made false or inaccurate certifications that

payments to Subcontractors or suppliers are due or have been made; or

I.3.3.5.6 any mechanic's lien has been filed against the Department, the site or any portion thereof or interest therein, or any improvements on the site, even though the Department has paid all undisputed amounts due to the Contractor, and the Contractor, upon notice, has failed to remove the lien, by bonding it off or otherwise, within ten (10) calendar days; or

I.3.3.5.7 the Department has reasonable evidence that the Work will not be completed by the Substantial Completion Dates, as required, that the unpaid balance of the Lump Sum Price would not be adequate to cover actual or liquidated damages arising from the anticipated delay; or

I.3.3.5.8 the Department has reasonable evidence that the Work cannot be completed for the unpaid balance of the Lump Sum Price; or

I.3.3.5.9 the Contractor is otherwise in substantial breach of this Contract (including, without limitation, failures to comply with LSDBE or CBE Utilization requirements in Section C).

I.3.3.5.10 the Application for Payment is incomplete, unsubstantiated and/or does not contain sufficient documentation for evaluation by the Contracting Officer.

I.3.3.6 Payment Not Acceptance

Payment of any progress payment or final payment shall not constitute acceptance of Work that is defective or otherwise fails to conform to the Contract, or a waiver of any rights or remedies the Department may have with respect to defective or nonconforming Work.

I.3.3.7 Department Not Obligated to Others

The Department shall have no obligation to pay or be responsible in any way for payments to a consultant or subcontractor performing portions of the Work.

I.3.3.8 Final Payment

Final payment shall be made by the Department to the Contractor when (i) Final Completion has been achieved; (ii) certification by the Contractor that except for requested final payment, all subcontractors

and suppliers have been paid in full and that appropriate partial lien releases have been obtained from such subcontractors and suppliers documenting such payments; and (iii) the Contractor submits a complete and final Application for Payment, acceptable to the Department. The Department may, if it so elects, require that copies of all such lien releases be provided as a condition to making final payment.

I.3.3.9 No Diversion of Funds

Contractor agrees that the funds it receives for the performance of this Agreement shall be held in trust by Contractor for the benefit of all its Subcontractors, Suppliers, laborers and materialmen, and Contractor shall not itself have any interest in such funds until all these obligations have been satisfied in full. Contractor further agrees that any funds received shall be used exclusively for the prosecution of the Work, and none will be diverted to satisfy other obligations of Contractor. The Department has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers' amounts paid by the Department to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Department shall have the right to contact Subcontractors to ascertain whether they have been properly paid.

I.3.3.10 Interest on Payments

Payments are due and payable in accordance with Section I.3 of this Agreement and not more than thirty (30) days after the Department receives documents set forth in Section I.3.3.8 and verifies the information contained therein. Amounts unpaid after the date of which payments due shall bear interest in accordance with the Quick Payment Act.

SECTION J
CONTRACT CHANGES

J.1 Changes Authorized

The Department may, without invalidating the contract, and without notice to or approval of any surety, order changes in the Work, including additions, deletions or modifications. Any such change must be conveyed by the Department to the Contractor via written Change Directive, Modification or Change Order. *The CO is the only person authorized to approve changes in any of the requirements of this Contract.* 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 Contracting Officer. Notwithstanding the foregoing, nothing herein shall be construed to limit the Department's ability to unilaterally modify the Contract.

J.2 Changes to the Lump Sum Price

Subject to the condition precedent that the Contractor has complied with the notice and documentation provisions set forth in the Standard Contract Provisions, and subject to the limitations stated in this Agreement, the Contractor may be entitled to an equitable adjustment to the Lump Sum Price in the following cases:

J.2.1 If the Department issues a Change Directive or Change Order that directs the Contractor to proceed with work which is beyond the scope of Work included within the Lump Sum; or

J.2.2 The Contractor encounters Differing Soil Conditions or Hazardous Materials not identified in the Preconstruction Phase.

J.2.3 For Changes to the Lump Sum Price, the following conditions shall apply:

J.2.3.1 For increases in the Work which the Contractor is permitted to perform by Contractor's own forces, the Lump Sum Price shall be increased by the sum of: (i) the Direct Cost of the Work; and (ii) a fee (covering home office overhead, field supervision, general conditions and profit) of fifteen percent (15%) of the sum due under (i);

J.2.3.2 For increases in the Work performed by Subcontractors, the Lump Sum Price shall be increased by the sum of: (i) the Direct Cost of the Work incurred by the Subcontractor for the changed Work; (ii) a fee (covering home office overhead and profit) equal to fifteen percent (15%) of the sum due under (i) above for the Subcontractor performing such Work; and (iii) a fee (covering the Contractor's home office overhead, field supervision, general conditions and profit) of five percent (5%) of the sum of items (i) and (ii). Intervening tier Subcontractors shall be entitled to a mark-up of five percent (5%) (covering home office overhead, field supervision, general conditions and profit); provided, however, that in all situations and regardless of

the number of tier Subcontractors involved, the maximum mark-up on the Direct Cost of the Work shall be twenty five percent (25%) and provided, further, that the Contractor shall not be entitled to the markup referred to in item (iii) on changes unless such changes exceed, either individually or in the aggregate, five percent (5%) of the Lump Sum Price.

J.2.3.3 When both additions and credits are involved in any one change in the Work, the Contractor's Change Order and markup shall be figured on the basis of the net increase, if any.

J.2.3.4 Fee will not be paid by Department for overtime or weekend work unless overtime is requested in writing and approved in writing by Department.

J.2.3.5 The amount of credit to be allowed by Contractor to Department for a deletion or change which results in a net decrease in the Lump Sum Price shall be the Cost avoided as confirmed by Department plus fifteen percent (15%) for profit on the deleted work.

J.2.3.6 Direct Cost of the Work shall mean labor, material and other costs reasonably and necessarily incurred in the proper performance of the Work as approved by the Department, and shall include, but is not limited to:

(a) **Labor**. Payment will be made for direct labor cost plus indirect labor cost such as insurance, taxes, fringe benefits and welfare provided such costs are considered reasonable. Indirect costs shall be itemized and verified by receipted invoices. If verification is not possible, up to eighteen percent (18%) of direct labor costs may be allowed.

(b) **Rented Equipment**. Payment for required equipment rented from an outside company that is neither an affiliate of, nor a subsidiary of, the Contractor will be based on receipted invoices which shall not exceed rates given in the current edition of the Rental Rate Blue Book for Construction Equipment published by Data Quest. If actual rental rates exceed manual rates, written justification shall be furnished to the Contracting Officer for consideration. No additional allowance will be made for overhead and profit. The Contractor shall submit written certification to the Contracting Officer that any required rented equipment is neither owned by nor rented from the Contractor or an affiliate of or subsidiary of the Contractor.

(c) **Contractor's Equipment**. Payment for required equipment owned by the Contractor or an affiliate of the Contractor will be based solely on an hourly rate derived by dividing the current appropriate monthly rate by

176 hours. No payment will be made under any circumstances for repair costs, freight and transportation charges, fuel, lubricants, insurance, any other costs and expenses, or overhead and profit. Payment for such equipment made idle by delays attributable to the Government will be based on one-half the derived hourly rate under this subsection.

Such costs, however, do not include home office overhead, field supervision, general conditions or profit of either the Subcontractor or the Contractor. No personnel above the level of a working foreman shall be considered a Direct Cost of the Work.

J.2.4 If the cost to Department of changed Work is determined by the lump sum method, Contractor warrants that the charge to Department shall not exceed the sum of: (a) any Subcontractor's charge to Contractor for such work; and (b) Contractor's best estimate of the actual cost of Contractor's work plus the permitted markup. If the cost to Department of changed Work is determined on a time and materials basis, Contractor warrants that the cost of any addition represents the true and actual cost, including Contractor's permitted markup, of such addition to Contractor, Subcontractor or Sub-subcontractor or other entity involved in such addition. If the changed Work will result in a reduction in the cost to Department, Contractor warrants that the amount of any deduction shall represent the amount of deduction to Contractor by the appropriate Subcontractor or the amount of Contractor's best estimate where the deduction involves Work, which Contractor will perform.

J.3 Executed Change Directive/Order Required

Changes to the Contract may be made only by a written Change Directive, Modification or Change Order executed by the Department.

J.4 Prompt Notice

In the event the Contractor encounters a situation which the Contractor believes to be a change to this Contract, the Contractor shall provide the Department with prompt written notice of such event and the possible impact such event could have on cost and schedule. All such notices shall be given promptly, considering the then applicable situations, but in no event more than ten (10) calendar days after encountering the situation. The Contractor acknowledges that the failure to provide such notice in a timely manner could limit or eliminate the Department's ability to mitigate such events, and thus, the Contractor shall not be entitled to an adjustment in the event it fails to provide prompt notice. The Contractor shall include provisions similar to this provision in all of its subcontracts.

J.5 Deductive Change Orders

The Department is likewise entitled to issue deduct Change Orders (reducing the Lump Sum Price) when changes are effected, by Change Directive or otherwise, which will decrease the cost of completing the Work or the time within which it can be completed.

J.6 Executed Change Orders Final

The Contractor agrees that any Change Order executed by the Department and the Contractor constitutes its full and final adjustment for all costs, delays, disruptions, inefficiencies, cumulative impact, accelerations, schedule impacts, or other consequences arising from the change in question, whether a Change Directive, or a Change Event, or from any claimed cumulative effect of changes made to the date of the Change Order, and that no further adjustments in compensation or time shall be sought or made with respect to the Change Directive or the Change Event giving rise to the Change Order.

J.7 Failure to Agree

If the Contractor claims entitlement to a change in the Contract, and the Department does not agree that any action or event has occurred to justify any change in time or compensation, or if the parties fail to agree upon the appropriate amount of the adjustment in time or compensation, the Department will unilaterally make such changes, if any, to the Agreement, as it determines are appropriate pursuant to the terms of this Agreement. The Contractor shall proceed with the Work and the Department's directives, without interruption or delay, and may make a claim pursuant to the terms set forth in the Standard Contract Provisions. Failure to proceed due to a dispute over a change request shall constitute a material breach of the Contract and entitle the Department to all available remedies for such breach, including, without limitation, termination for default.

SECTION K
MISCELLANEOUS PROVISIONS

K.1 Liquidated Damages

Liquidated Damages will be assessed in the amount of $200.00 per day. The Contractor and the Department agree that the liquidated damages do not constitute and shall not be deemed a penalty, but represent a reasonable approximation of the damages to the Department associated with a delay in the Project.

K.2 Extent of Contract

The Contract, which includes the terms set forth in this IFB, the Attachments hereto, and other documents incorporated herein by reference, represents the entire and integrated agreement between the Department and Contractor and supersedes all prior negotiations representations or agreements, either written or oral. No modifications to the Contract shall be effective against the Department unless made by written instrument signed by both the Department and Contractor.

K.3 Governing Law

The Contract shall be governed by and construed in accordance with the laws of the District of Columbia, without regard to its conflict of laws principles.

K.4 [Intentionally Omitted]

K.5 Retention of Records and Inspections and Audits.

K.5.1 The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under the Contract in accordance with generally accepted professional practice and appropriate accounting procedures and practices consistently applied in effect on the date of execution of the Contract.

K.5.2 The Contractor shall also maintain the financial information and data used in the preparation and support of the costing and cost summary submitted to the Department and the required cost submissions in effect on the date of execution of the Department.

K.5.3 The Department, the District of Columbia government, the District of Columbia Financial Responsibility and Management Assistance Office, the Comptroller General of the United States, the U.S. Department of Labor and any of their authorized representatives shall have access to the books, records, documents and other evidence held, owned or maintained by the Contractor for the purpose of inspection, audit and copying during normal business hours and upon advance written notice to the Contractor. The Contractor shall provide proper facilities for such access and inspection.

K.5.4 The Contractor agrees to include the wording of this Section in all its subcontracts in excess of five thousand dollars ($5,000) that directly relate to Project performance.

K.5.5 Audits conducted pursuant to this Section will be in accordance with generally acceptable auditing principles and established procedures and guidelines of the applicable reviewing or audit agency.

K.5.6 The Contractor agrees to the disclosure of all information and reports, resulting from access to records, to any authorized representative of the Department. Where the audit concerns the Contractor, the auditing agency will afford the Contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

K.5.7 The Contractor shall preserve all records described herein from the effective date of the Contract completion and for a period of seven (7) years after a final settlement. In addition, those records which relate to any dispute, appeal or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until seven (7) years after the date of resolution of such dispute, appeal, litigation, claim or exception.

K.6 Inspection for Supplies and Services.

K.6.1 To the extent applicable or appropriate, the Department may, in its sole discretion, enter the place of business of the Contractor or the place of business of any Subcontractor in order to inspect or test supplies or services for acceptance by the Department. If inspections and tests are performed at the place of business of the Contractor or any Subcontractor, the inspections and tests shall be performed in a manner so as to not unduly delay the Work. Inspections and tests by the Department shall not relieve the Contractor or any Subcontractor of responsibility for defects or other failures to meet Contract requirements, and shall not constitute or imply acceptance.

K.6.2 Notwithstanding the Department's acceptance of or payment for any product or service delivered by Contractor, the Contractor shall remain liable for deficient work, defective work, latent defects, fraud, gross mistakes amounting to fraud and the Department's rights under any warranty or guarantee and work otherwise not in compliance with the Contract.

K.6.3 The Department shall have the right to enter the place of business of the Contractor or the place of business of any Subcontractor in order to investigate any contractor or Bidder with respect to a debarment or suspension of the Contractor or any such Subcontractor.

K.7 Laws and Regulations Incorporated by Reference

All federal and District of Columbia laws and regulations, and all Department procedures now or hereafter in effect, whether or not expressly provided for or referred to in the Contract, are incorporated by reference herein and shall be binding upon the Contractor and the Department. It shall be the responsibility of the Contractor to perform the Contract in conformance with the Department's procurement regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, and orders of governmental bodies, including, without limitation, the U.S. Government and the District of Columbia government; and it is the sole responsibility of the Contractor to determine the procurement regulations, statutes, laws, codes, ordinances, regulations, rules, requirements, and orders that apply and their effect on the Contractor's obligations thereunder. However, if the application of a future law or regulation requires the Contractor to undertake additional work that is materially different in scope than that presently contemplated or required, the Contractor shall be entitled to an equitable adjustment for such additional work.

K.8 Tax Exemption Provision

Any tax exemptions applicable to the District of Columbia, including the gross receipts sales tax exemption for the sale of tangible personal property to the District, codified in D.C. Code § 47-2005, shall apply to the performance of the Contract.

K.9 Anti-Competitive Practices and Anti-Kickback Provisions

K.9.1 The Contractor recognizes the need for markets to operate competitively and shall observe and shall comply with all applicable law, rules, and regulations prohibiting anti-competitive practices. The Contractor shall not engage, directly or indirectly, in collusion or other anti-competitive practices that reduces or eliminates competition or restrains trade. The Department shall report to the appropriate authority any activity that evidences a violation of the antitrust laws, and take such other further action to which it is entitled or obligated under the law.

K.9.2 The Contractor shall observe and comply with all applicable law, rules, and regulations prohibiting kickbacks and, without limiting the foregoing, Contractor shall not (i) provide or attempt to provide or offer to provide any kickback; (ii) solicit, accept, or attempt to accept any kickback; or (iii) include, directly or indirectly, the amount of any kickback in the contract price charged by Contractor or a Subcontractor of the Contractor to the Department. The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in this subparagraph in its own operations and direct business relationships. The Department may take any recourse available to it under the law for violations of this anti-kickback provision.

K.9.3 The Contractor represents and warrants that it did not, directly or indirectly, engage in any collusive or other anti-competitive behavior in connection with the bid, negotiation or award of the Contract. In the event that it is discovered the

Contractor has engaged in such conduct, the Department may terminate this Contract without liability.

K.10 Responsibility for Agents and Contractors

At all times and during performance under this Contract, the Contractor shall be responsible to the Department for any and all acts and omissions of the Contractor's agents, employees, Subcontractors, Sub-Subcontractors, material suppliers, and laborers, and the agents and employees of the Subcontractors, Sub-Subcontractors, material suppliers, and laborers performing or supplying Work in connection with the Project.

K.11 Ethical Standards for Department's Employees and Former Employees

The Department expects the Contractor to observe the highest ethical standards and to comply with all applicable law, rules, and regulations governing ethical conduct or conflicts of interest. Neither the Contractor, nor any person associated with the Contractor, shall provide (or seek reimbursement for) any gift, gratuity, favor, entertainment, loan or other thing of value to any employee of the District or the Department not in conformity with applicable law, rules or regulations. The Contractor shall not engage the services of any person or persons in the employment of the Department or the District for any Work required, contemplated or performed under the Contract. The Contractor may not assign to any former Department or District employee or agent who has joined the Contractor's firm any matter on which the former employee, while in the employ of the Department, had material or substantial involvement in the matter. The Contractor may request a waiver to permit the assignment of such matters to former Department personnel on a case-by-case basis. The Contractor shall include in every subcontract a provision substantially similar to this section so that such provisions shall be binding upon each Subcontractor or vendor.

K.12 Gratuities and Officers Not to Benefit Provisions

K.12.1 If it is found, after notice and hearing, by the Department that gratuities (in the form of entertainment, gifts, payment, offers of employment or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any official, employee or agent of the Department or the District with a view toward securing the Contract or any other contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of the Contract, the Department may, by written notice to the Contractor, terminate the right of the Contractor to proceed under the Contract and may pursue such other rights and remedies provided by law and under the Contract.

K.12.2 In the event the Contract is terminated as provided in K.12.1, the Department shall be entitled:

K.12.2.1 To pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor; and

K.12.2.2 As a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Department) which shall be not less than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee.

K.12.3 No member of, nor delegate to Congress, Mayor or City Council Member, nor officer nor employee of the District, nor officer nor employee of the Department shall be admitted to any share or part of the Contract or to any benefit that may arise therefrom, and all agreements entered into by the authorized representative of the Department in which he or any officer or employee of the Department shall be personally interested as well as all agreements made by the Department in which the Mayor or City Council Member or officer or employee of the District shall be personally interested shall be void and no payments shall be made on any such contracts by the Department or by any officer thereof; but this provision shall not be construed or extend to the agreement if the share of or benefit to the member of, or delegate to Congress, Mayor or City Council Member, or officer or employee of the District is de minimus.

K.13 Covenant Against Contingent Fees Provisions

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

K.14 Non-Discrimination in Employment Provisions

K.14.1 The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap. The affirmative action shall include, but not be limited to, the following:

K.14.1.1 Employment, upgrading, or transfer;

K.14.1.2 Recruitment or recruitment advertising;

K.14.1.3 Demotion, layoff, or termination;

K.14.1.4 Rates of pay, or other forms of compensation; and

K.14.1.5 Selection for training and apprenticeship.

K.14.2 Unless otherwise permitted by law and directed by the Department, the Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department setting forth the provisions of this Section concerning non-discrimination and affirmative action.

K.14.3 The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in this Section.

K.14.4 The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract or understanding, a notice to be provided by the Department, advising each labor union or workers' representative of the Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

K.14.5 The Contractor agrees to permit access by the Department to all books, records and accounts pertaining to its employment practices for purposes of investigation to ascertain compliance with this Section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

K.14.6 The Contractor shall include in every subcontract the equal opportunity clauses of this Section so that such provisions shall be binding upon each Subcontractor or vendor.

K.14.7 The Contractor shall take such action with respect to any Subcontractor as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for non-compliance.

K.15 Buy American Act Provision

The Contractor shall comply with the provisions of the Buy American Act (41 U.S.C. §§ 10a – 10d), including, but not limited to, the purchase of steel.

K.15.1 In accordance with the Buy American Act (41 U.S.C. § l0a-l0d), and Executive Order 10582. December 17, 1954 (3 CFR, 1954-58 Comp., p. 230), as amended by Executive Order 11051, September 27,1962 (3 CFR, l059—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 non-domestic material listed in the Contract.

K.15.2 Domestic Construction Material. "Construction material" means any article, material or 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 the United States exceeds 50 percent of the cost of all its components. "Component" means any article, material, or supply directly incorporated in a construction material.

K.15.3 Domestic Component. 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 in which it is incorporated was manufactured in the United States and the component is of a class or kind determined by the Government to be not mined, produced or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality.

K.15.4 Foreign Material. When steel materials are used in a project a minimal use of foreign steel is permitted. The cost of such materials cannot exceed on-tenth of one percent of the total project cost, or $2,500,000, whichever is greater.

K.17 Termination or Suspension

All terminations or suspensions arising out of or under this Contract shall be in accordance with the terms of the Standard Contract Provisions, as amended.

K.18 False Claims Act

Contractor shall be governed by all laws and regulations prohibiting false or fraudulent statements and claims made to the government, including the prescriptions set forth in District of Columbia Code §§ 22-2514 and 2-381.01 *et seq.* In the event that it is discovered the Contractor has made a false, fraudulent or unsupported statement or claim to the Department, the Department may terminate this Contract without liability.

K.19 Interpretation of Contract

All of the documents comprising the Contract should be read as complementary, so that what is called for by one is called for by all. Ambiguities should be construed in favor of a broader scope of work for the Contractor, as the intent of the Contract is, with specific identified exceptions, to require the Contractor to assume entire responsibility for the construction and installations of the Project(s). If there is any inconsistency among the documents comprising the Contract, the order of precedence among them is as follows, with the first listed document having the highest priority: this IFB, its Attachments, then the Construction Documents released by the Department. Any Change Order issued and executed by the Department shall supersede those portions of earlier dated Contract Documents to which it pertains.

K.20 Independent Contractor

In carrying out all its obligations under the Contract, the Contractor shall be acting as an independent Contractor, and not as an employee or agent of the Department, or joint venture or partner with the Department. The Contractor shall have exclusive authority to

manage, direct, and control the Work, and shall be responsible for all methods, techniques, sequences, and procedures, as well as for Project safety.

K.21 Confidential Information

In the course of the Contractor's performance of the Work, the Department may make available to the Contractor information that the Department designates as trade secrets or other confidential engineering, technical and business information. As long as, and to the extent that, such information remains confidential and available to others only with the consent of the Department, or is not generally available to the public from other sources, the Contractor shall maintain such information in strict confidence and shall not disclose any such information to others (including its employees or Subcontractors), except to the extent necessary to enable the Contractor to carry out the Project. The Contractor shall similarly obligate any and all persons to whom such information is necessarily disclosed to maintain the information in strict confidence. The Contractor agrees that, in the event of any breach of this confidentiality obligation, the Department shall be entitled to equitable relief, including injunctive relief or specific performance, in addition to all other rights or remedies otherwise available.

K.22 No Third-Party Beneficiary Rights

Nothing in this Contract shall be construed as creating third-party beneficiary rights in any person or entity, except as otherwise expressly provided in this Contract.

K.23 Media Releases

Neither the Contractor, its employees, agents or Subcontractors or material suppliers shall make any press release or similar media release related to the Project unless such press release have been discussed with the Department prior to its issuance.

K.24 Construction

This Contract shall be construed fairly as to all parties and not in favor of or against any party, regardless of which party prepared the Contract.

K.25 Notices

All notices or communications required or permitted under the Contract shall be in writing and shall be hand delivered or sent by telecopier or by recognized overnight carrier to the intended recipient at the address stated below, or to such other address as the recipient may have designated in writing. Any such notice or communication shall be deemed delivered as follows: if hand delivered, on the day so delivered, if sent by telecopier, on confirmation of successful transmission, and if sent by recognized overnight carrier, the next business day.

If to the Department: If to the Contractor:

George G. Lewis
Interim Associate Director/Contracting Officer
Department of General Services
2000 14th St, NW – 8th Floor

Washington, DC 20009

This Paragraph shall be read as imposing minimum requirements for distribution of required contractual notices, and not as displacing distribution requirements with respect to periodic reports and other documents.

K.26 Limitations

The Contractor agrees that any statute of limitations applicable to any claim or suit by the Department arising from this Contract or its breach shall be controlled by applicable District of Columbia law.

K.27 Binding Effect; Assignment

The Contract shall inure to the benefit of, and be binding upon and enforceable by, the parties and their respective successors and permitted assigns. The Contractor acknowledges that, in entering into the Contract, the Department is relying on the particular qualifications of the Contractor, and the Contractor therefore shall not delegate or assign any of its duties or obligations under the Contract, except in accordance with the Contract's provisions relating to subcontracting, or pursuant to the Department's prior written consent. The Contractor shall not assign its rights under the Contract, including the right to all or a portion of its compensation, without the Department's prior written consent. Any delegation or assignment made contrary to the provisions of this Paragraph shall be null and void.

K.28 Survival

All agreements warranties, and representations of the Contractor contained in the Contract or in any certificate or document furnished pursuant to the Contract shall survive termination or expiration of the Contract.

K.29 No Waiver

If the Department waives any power, right, or remedy arising from the Contract or any applicable law, the waiver shall not be deemed to be a waiver of the power, right, or remedy on the later recurrence of any similar events. No act, delay, or course of conduct by the Department shall be deemed to constitute the Department's waiver, which may be affected only by an express written waiver signed by the Department.

K.30 Remedies Cumulative

Unless specifically provided to the contrary in the Contract, all remedies set forth in the Contract are cumulative and not exclusive of any other remedy the Department may have, including, without limitation, at law or in equity. The Department's rights and remedies will be exercised at its sole discretion, and shall not be regarded as conferring any obligation on the Department's to exercise those rights or remedies for the benefit of the Contractor or any other person or entity.

K.31 Headings/Captions

The headings or captions used in this Agreement or its table of contents are for convenience only and shall not be deemed to constitute a part of the Contract, nor shall they be used in interpreting the Contract.

K.32 Entire Agreement; Modification

The Contract supersedes all contemporaneous or prior negotiations, representations, course of dealing, or agreements, either written or oral. No modifications to the Contract shall be effective against the Department unless made in writing signed by both the Department and the Contractor, unless otherwise expressly provided to the contrary in the Contract. Notwithstanding the foregoing, nothing herein shall be construed to limit the Department's ability to unilaterally modify the Contract.

K.33 Severability

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and in lieu of each such invalid, illegal or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable; each part of this Agreement is intended to be severable.

K.34 Anti-Deficiency Act

The Department's obligations and responsibilities under the terms of the Contract and the Contract Documents are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1350, 1351, (ii) the D.C. Code 47-105, (iii) the District of Columbia Anti-Deficiency Act, D.C. Code §§ 47-355.01 - 355.08, as the foregoing statutes may be amended from time to time, and (iv) Section 446 of the District of Columbia Home Rule Act. Neither the Contract nor any of the Contract Documents shall constitute an indebtedness of the Department, nor shall it constitute an obligation for which the Department is obligated to levy or pledge any form of taxation, or for which the Department has levied or pledged any form of taxation. IN ACCORDANCE WITH § 446 OF THE HOME RULE ACT, D.C. CODE § 1-204.46, NO DISTRICT OF COLUMBIA OFFICIAL IS AUTHORIZED TO OBLIGATE OR EXPEND ANY AMOUNT UNDER THE CONTRACT OR CONTRACT DOCUMENTS UNLESS SUCH AMOUNT HAS BEEN APPROVED, IS LAWFULLY AVAILABLE AND APPROPRIATED BY ACT OF CONGRESS.

K.35 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Department and Department's consultants, agents, and employees from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees arising out of or resulting from its performance of the Work.

K.37 Claims and Dispute Resolution.

All claims arising out of this Contract shall be governed by the terms of the Standard Contract Provisions, as amended.

K.38 Claims for Additional Time.

K.38.1 Time is of the essence for this Contract.

K.38.2 The Contractor shall perform the Work so that it achieves Full Completion no later than Ninety (90) calendar days from the Notice To Proceed (NTP) by the Department. Unless the failure to achieve Full Completion by the Full Completion Dates is a result of an Excusable Delay, as defined in Section K.39, the delay shall be deemed Non-Excusable and the Contractor shall not be entitled to an extension of time. Without limiting the generality of the foregoing, delays for the following reasons shall be regarded as Non-Excusable and shall not entitle the Contractor to an extension of time:

K.38.2.1 Delays due to job site labor disputes, work stoppages, or suspensions of work;

K.38.2.2 Delays due to adverse weather, unless the Contractor establishes that the adverse weather was of a nature and duration in excess of averages established by data from the U.S. Department of Commerce, National Oceanic and Atmospheric Administration for the Project locale for the ten (10) years preceding the effective date of the Contract;

K.38.3.3 Delays due to the failure of the Contractor or Subcontractors or material suppliers at any tier to perform in timely or proper fashion, without regard to concepts of negligence or fault; or

K.38.3.4 Delays due to Site conditions whether known or unknown as of the effective date of the Contract, foreseeable or unforeseeable at that time, naturally occurring or man-made; provided, however, that delays due to Differing Site Conditions, as defined in the Standard Contract Provisions, or Hazardous Materials Remediation shall be deemed an Excusable Delay.

K.39 Excusable Delay

The Contractor shall be entitled to request an adjustment in the Substantial Completion Dates due to an Excusable Delay. The term "Excusable Delay" shall mean:

K.39.1 Delays due to adverse weather other than those that are classified as a Non-Excusable delay;

K.39.2 Delays due to acts of God, war, unavoidable casualties, civil unrest, and other similar causes of delay that are beyond the control of the Contractor; provided, however, that in no event shall a Non-Excusable delay or the action of the Contractor, or any of its employees, agents, Subcontractors or material suppliers be deemed an Excusable Delay; or

K.39.3 Delays caused by Differing Site Conditions, as defined in the Standard Contract Provisions, or Hazardous Materials Remediation.

K.39.4 In addition to the forgoing, a delay shall be deemed to be an Excusable Delay only to the extent that such delay (i) warrants an extension in the Substantial or Final Completion Dates; (ii) has not been caused by the Contractor or any of its employees, agents, Subcontractors or material suppliers; (iii) is on Project's critical path; (iv) is in addition to a time contingency of twenty-one (21) calendar days that is built into the critical path; and (v) is of a duration of not less than three (3) days.

K.39.5 If the Contractor wishes to make a request for an increase in the Contract time, written notice as provided herein shall be given. The Contractor's written notice and request shall include an estimate of the cost and of the probable effect of delay on the progress of the Work. In the case of continuing delay, only one request is necessary. The information set forth in the Contractor's request, including, but not limited to any additional costs, shall be for the Department's consideration in determining whether to grant the Contractor's request for an increase in the Contract time and shall not be construed to entitle the Contractor to additional compensation or reimbursement of additional costs.

K.39.6 In no event shall the Contractor be entitled to an increase in the Lump Sum Price a result of either an Excusable or Non-Excusable Delay.

K.40 Prior to the issuance of a Notice to Proceed, the Contractor shall provide information for the Department's review describing the Contractor's Management Approach/Staffing Plan & Key Personnel. The Contractor shall provide at a minimum the following:

a) Bidders shall demonstrate to the Government that their corporate structure, their management approach/staffing plan, and especially their key personnel have the capability and capacity to ensure timely completion of a high quality product on challenging, fast track, high visibility projects such as the Inaugural Stands construction. Please provide your anticipated management approach/staffing plan. At a minimum, such plan should demonstrate that the Prime Bidder has the ability to provide adequate staffing levels to meet the required milestone dates, and should include at least the following:
    i. A description of the overall corporate structure, including lines of specific responsibility, and the following key personnel:
        1. Project Executive;
        2. Project Manager (to be devoted full-time 100% to this project);
        3. General Superintendent (to be devoted full-time 100% to this project); and
        4. Three (3) Site Foremen/Superintendents (1 each per site to be devoted full-time 100% to this project).

ii. A description of the work that will be performed by the Bidder and work that will be performed by subcontractors. The Bidder should provide the available number of workers for each of the following trades to demonstrate adequate capacity to perform this contract:
    1. Carpentry (must have access to a minimum of 35 workers);
    2. Painting (must have access to a minimum of 15 workers);
    3. Electrical (must have access to a minimum of 15 workers); and
    4. Scaffolding (must have access to a minimum of 18 workers).

SECTION L
DEFINITIONS

L.1 Agreement

The term Agreement shall mean this IFB, including the Standard Contract Provisions, as amended and any document attached hereto and/or incorporated by reference.

L.2 Change Directive

A written direction signed and issued by the Department ordering the Contractor either to provide pricing and schedule impact information for a described change to the Work or to proceed with a described change and provide pricing and schedule impact information after beginning the changed Work.

L.3 Change Event

Any condition, event, act, omission or breach, other than the issuance of a Change Directive, which the Contractor believes entitles it to a change in the Lump Sum Price, or the Substantial or Final Completion Date.

L.4 Change Order

A written document, executed by the Department and the Contractor, setting forth the agreed terms upon which a change to the Contract has been made.

L.5 Construction Documents

The final Contract Documents, as prepared, sealed by the Architect/Engineer's design professional in accordance with the law, and issued by the Contractor for the purpose of obtaining bids from potential trade Subcontractors and material suppliers for use in constructing the Project.

L.6 Contract

The entire, integrated agreement between the Department and the Contractor with respect to the Project, consisting of this Agreement, the Attachments to the IFB, the Construction Documents released for the Contractor’s use and any Change Directives or Change Orders that have been executed by the Department.

L.7 Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and wherever issued, showing the design, locations and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

L.8 Final Completion

The point at which Substantial Completion has been achieved, all punch list items noted at Substantial Completion have been completed and all documents the Contractor is required to deliver to the Department as a condition to receiving final payment.

L.9 Final Completion Date

The date established herein by which the Contractor shall achieve Final Completion. The Final Completion Date may be modified only by Change Order or Change Directive in accordance with the Agreement.

L.10 Fully Complete

To undertake all of the Work necessary to fully construct and complete the Project and execute all tasks necessary to obtain the final Certificate of Occupancy for the Project from the District of Columbia; submit final lien releases from the Contractor and Subcontractors and material suppliers; complete all punch list items to the Department's approval and sign-off; and cause all representations, warranties and guarantees to be honored and otherwise fulfill all of the requirements set forth in the Contract.

L.11 Hazardous Material

Any toxic substance or hazardous chemical defined or regulated pursuant to federal, state or local laws relating to pollution, treatment, storage or disposal of waste, or protection of human health or the environment. Such laws include, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Clean Water Act, the Clean Air Act and laws relating to emission, spills, leaks, discharges, releases or threatened releases of toxic material. The term Hazardous Materials shall also include petroleum and petroleum bi-products. **Hazardous Material Remediation** shall mean the work performed to remove, treat and/or dispose of Hazardous Material.

L.12 Notice to Proceed

A written notice to proceed, signed by the Department, directing the Contractor to proceed with the Project or any portion of the Project.

L.13 Project Schedule

The schedule for the project agreed to by the Department and the Contractor herein. Such schedule shall not be changed except by a Change Order or Change Directive issued by the Department. The schedule shall be in a form and contain such detail as may be agreed upon by the Parties.

L.14 Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

L.15 Subcontractor

Any person, natural or legal, to whom the Contractor delegates performance of any portion of the Work required by the Contract. The term "Subcontractor," used without a qualifier, shall mean a subcontractor in direct privity with the Contractor. "Subcontractors at all tiers" shall mean not only those Subcontractors in direct privity with the Contractor, but also those performing Work pursuant to sub-subcontracts, subsubsubcontracts, and so on. "Subcontractors" shall include both those who are

retained to perform labor only and those who are retained both to perform labor and to supply material or equipment. “Subcontractors” shall also include design professionals who are not the Contractor’s employees and to whom the Contractor delegates any part of its responsibilities under the Contract, except that references to “trade Subcontractors” shall exclude design professionals.

L.16 Substantial Completion

Substantial Completion shall mean that all of the following have occurred: (1) the construction and installation work have been completed with only minor punch list items remaining to be completed; (2) a permanent certificate of occupancy and all other required permits or approvals have been obtained; (3) all operating and maintenance manuals, training videotapes and warranties required by the Contract have been delivered to the Department; (4) any supplemental training session required by the Contract for operating or maintenance personnel have been completed; (5) all clean-up required by the Contract has been completed; (6) the Project is ready for the Department to use it for its intended purpose; and (7) all equipment, supplies, materials and items to be installed have been installed in accordance with the manufacturer’s specifications and industry standards and have undergone and passed the requisite testing and inspections. "Minor punch list items" are defined for this purpose as items that, in the aggregate, can be completed within thirty (30) days without interfering with the Department's normal use of the Project.

L.18 Substantial Completion Dates

The dates established herein by which the Contractor shall achieve Substantial Completion. The Substantial Completion Dates may be modified only by Change Order or Change Directive in accordance with the Agreement.

Attachment A

ROOF REPLACEMENT

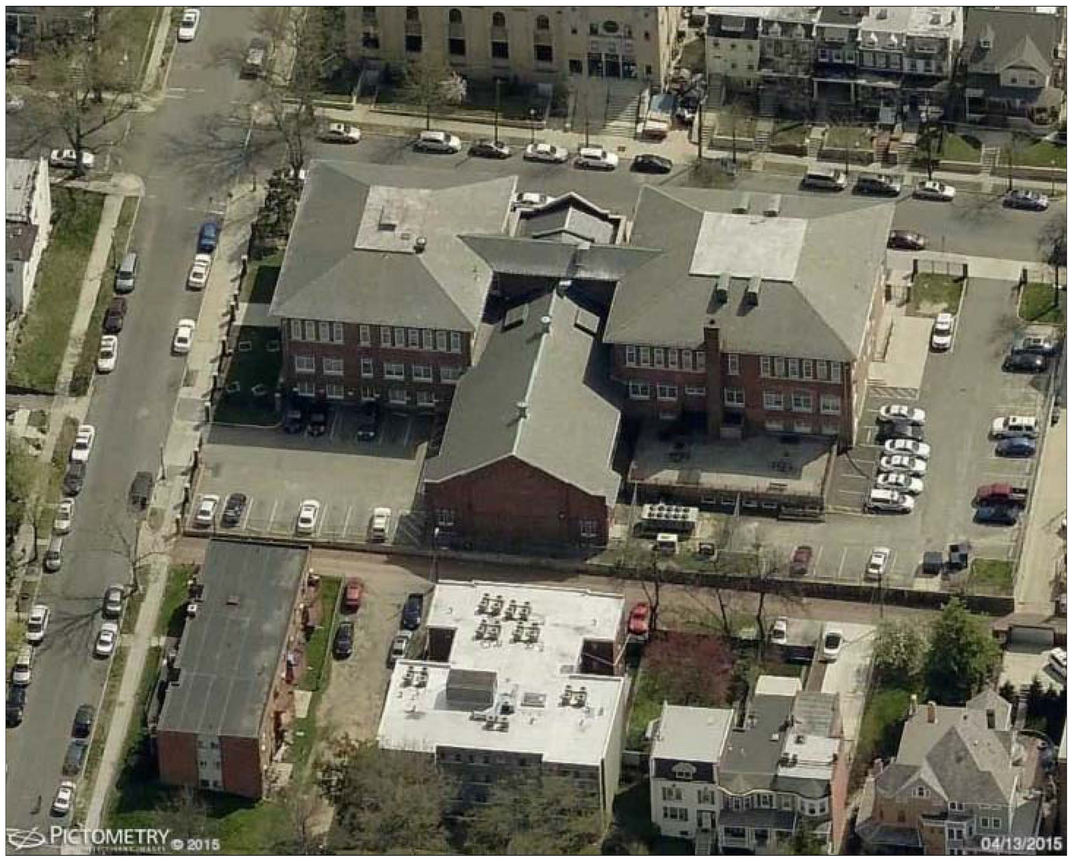
BLUEFIN

BLUEFIN LLC CORPORATE OFFICE
6312 S. Fiddlers Green Circle Suite 100E
Greenwood Village, CO 80111
TEL: 866-735-0728

MID-ATLANTIC OFFICE
2134 Espey Court Suite 14
Crofton, MD 21114
TEL: 410-881-0221

MPDC PATROL SERVICES BUREAU

801 SHEPHERD STREET NW
WASHINGTON, DC 20011



DRAWING INDEX

C1.0 COVER PAGE
R1.0 ROOF PLAN

DRAWING TITLE

COVER PAGE

SHEET NUMBER

C1.0

GENERAL ROOF DETAIL NOTES:

BIDDING SCOPE OF WORK

A. Base Bid

1. Remove and Replace (partial replacement) existing slate roofing over the Activity Center to repair damaged wood plank

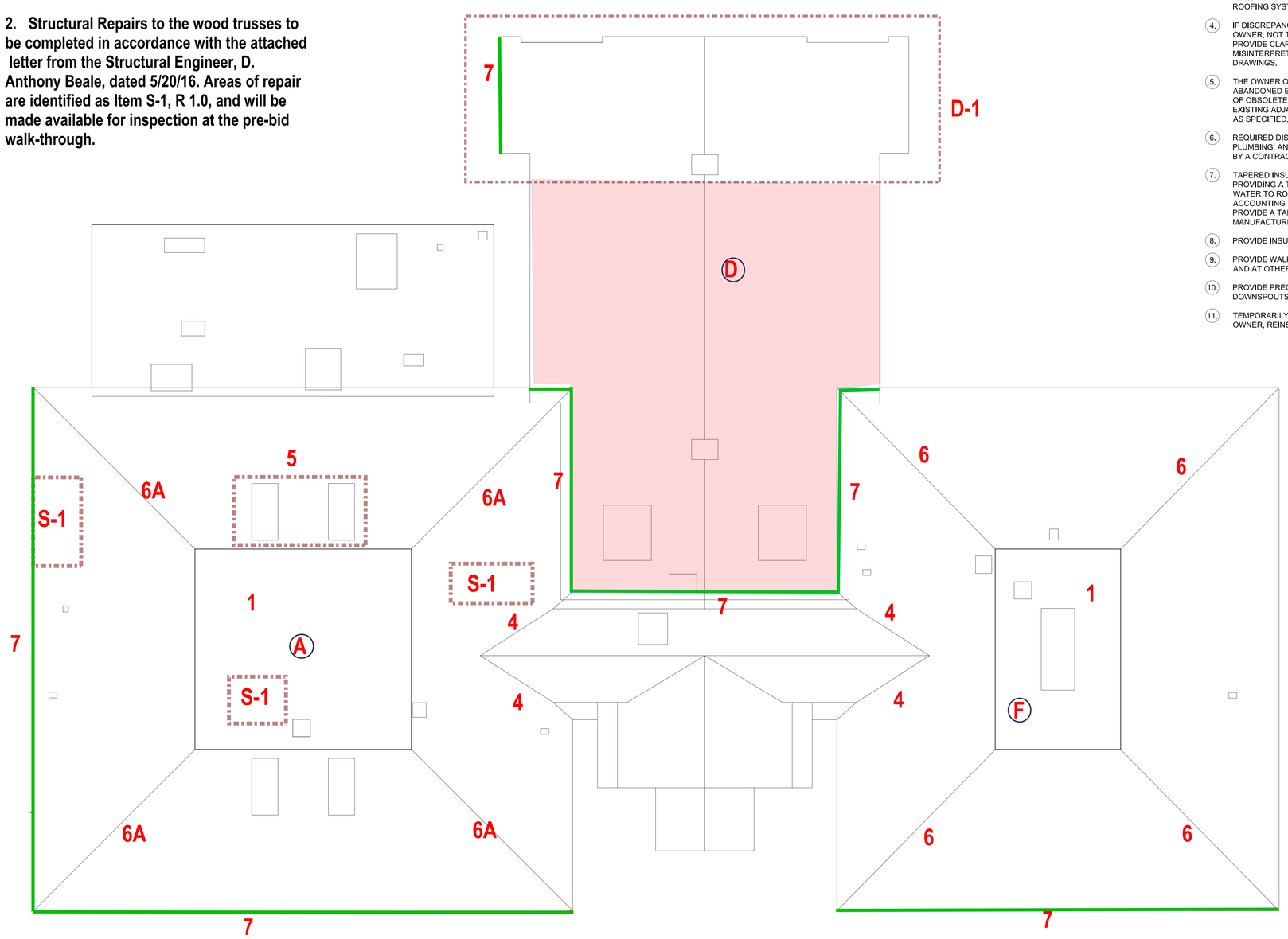
decking along the parapet gable (Section D-1, R 1.0 – approximately 2,200 sq ft with approx. 400 sq ft of wood plank decking replacement). Replacement Specification is based on the specifications of Carlisle EcoStar Majestic Slate.

2. Structural Repairs to the wood trusses to be completed in accordance with the attached letter from the Structural Engineer, D. Anthony Beale, dated 5/20/16. Areas of repair are identified as Item S-1, R 1.0, and will be made available for inspection at the pre-bid walk-through.

PROPOSED ROOF SYSTEMS:

MPDC PATROL SERVICE BUREAU - ROOF PLAN

NOT TO SCALE



GENERAL DRAWING NOTES:

1. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY EXISTING PROJECT SITE CONDITIONS. THESE CONDITIONS INCLUDE, BUT ARE NOT LIMITED TO: BUILDING DIMENSIONS AND PROPOSED PROJECT STAGING LOCATIONS, ROOF REPLACEMENT AREA DIMENSIONS, ROOF DRAINAGE COMPONENT LOCATIONS, ROOF PENETRATION LOCATIONS, EXISTING ROOF SYSTEM COMPONENT MAKE-UP AND THICKNESS, AND PROJECT REPAIR QUANTITIES (IF APPLICABLE). THE CONTRACTOR SHALL VISIT AND BECOME FAMILIAR WITH THE SITE AND BUILDING PRIOR TO PROPOSAL SUBMISSION. INCLUDE THE COST OF ALL WORK DESCRIBED IN THE BIDDING DOCUMENTS AND THAT IS REQUIRED OR REASONABLY IMPLIED TO ACHIEVE THE DESIGN INTENT OF THE BIDDING DOCUMENTS. NOTIFY THE OWNER OF ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND THE NEW WORK, OF ANY OMISSIONS OR CONFLICTS IN THE DRAWINGS AND ANY RESTRICTIONS RELATED TO THE EXECUTION OF THE WORK INCLUDING THE COORDINATION WITH OTHER TRADES.
2. REFER TO THE PROJECT MANUAL FOR CLARIFICATION OF, AND ADDITIONAL INFORMATION RELATING TO PRODUCT REQUIREMENTS AND INSTALLATION REQUIREMENTS RELATING TO THE PROJECT. PRODUCTS PROPOSED FOR USE SHALL BE IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL GOVERNING ORDINANCES, CODES AND REGULATIONS. NOTIFY THE OWNER IMMEDIATELY OF CONFLICTS BETWEEN THE SPECIFIED PRODUCTS AND/OR PROJECT WORK REQUIREMENTS AND CODES, ORDINANCES AND/OR REGULATIONS.
3. REFER TO THE PROJECT MANUAL AND ROOFING SYSTEM MANUFACTURER WRITTEN INSTRUCTIONS FOR FURTHER CLARIFICATION OF PROJECT REQUIREMENTS. NOTIFY THE OWNER IMMEDIATELY OF CONFLICTS BETWEEN THE SPECIFIED DESIGN REQUIREMENTS AND THE WRITTEN REQUIREMENTS AND RECOMMENDATIONS OF THE ROOFING SYSTEM MANUFACTURER.
4. IF DISCREPANCIES ARE DISCOVERED WITHIN THE PROJECT MANUAL OR DRAWINGS; THE OWNER, NOT THE CONTRACTOR, SHALL DETERMINE THE INTENT OF THE DESIGN AND PROVIDE CLARIFICATION. NO ALLOWANCE SHALL BE MADE FOR CONTRACTOR MISINTERPRETATION OR IMPLIED MISINTERPRETATION OF THE PROJECT MANUAL AND DRAWINGS.
5. THE OWNER OR OWNER'S REPRESENTATIVE SHALL IDENTIFY THE LOCATION OF ABANDONED EQUIPMENT TO BE REMOVED AS PART OF THIS PROJECT. AFTER REMOVAL OF OBSOLETE EQUIPMENT, CLOSE AND SEAL ABANDONED OPENINGS TO MATCH EXISTING ADJACENT SURFACES. REPAIR RESULTING OPENINGS IN STRUCTURAL DECK AS SPECIFIED, OR AS DIRECTED BY OWNER.
6. REQUIRED DISCONNECTIONS, RECONNECTIONS AND CAPPING OF ELECTRICAL, PLUMBING, AND MECHANICAL LINES RELATED TO PROJECT WORK SHALL BE PERFORMED BY A CONTRACTOR LICENSED TO PERFORM THE SPECIFIED OR INDICATED WORK.
7. TAPERED INSULATION LAYOUT PLAN: THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING A TAPERED INSULATION SYSTEM THAT ELIMINATES PONDING, AND MOVES WATER TO ROOF DRAINS, SCUPPERS, GUTTERS, OR OTHER DRAINAGE ACCESSORIES; ACCOUNTING FOR EXISTING ROOFTOP OBSTRUCTIONS. THE CONTRACTOR SHALL PROVIDE A TAPERED INSULATION LAYOUT PLAN, PROVIDED BY THE INSULATION MANUFACTURER, FOR APPROVAL BY THE OWNER.
8. PROVIDE INSULATION CRICKETS BEHIND UNITS GREATER THAN 24-INCHES IN WIDTH.
9. PROVIDE WALKPADS AT BASE AND TOP OF LADDERS, STAIRS, AT ROOF ACCESS DOORS, AND AT OTHER ROOF ACCESS POINTS.
10. PROVIDE PRECAST CONCRETE SPLASHBLOCKS OVER WALKPADS AT BASE OF DOWNSPOUTS.
11. TEMPORARILY REMOVE EQUIPMENT RESTING ON ROOF SURFACE. AS DIRECTED BY OWNER, REINSTALL OVER WALKPADS WHEN ROOFING WORK IS COMPLETE.

SYMBOL LEGEND:

- EXHAUST FAN
- ROOF VENT CURB
- ROOF DRAIN/OVERFLOW DRAIN
- PERIMETER EDGE
- PERIMETER EDGE WITH GUTTER
- PARAPET/AREA DIVIDER WALL
- RISE WALL

BLUEFIN

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Greenwood Village, CO 80111
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Crofton, MD 21114
TEL: 410-881-0221

PROJECT

ROOF REPLACEMENT

MPDC PATROL SERVICES BUREAU

801 SHEPHERD STREET NW
WASHINGTON, D.C. 20011

DRAWING DATES

NO.	DATE	COMMENTS

DRAWING TITLE

ROOF PLAN

SHEET NUMBER

R1.0

Attachment B

TECHNICAL SPECIFICATIONS
ROOF RESTORATION

MPDC PATROL SERVICE BUREAU
801 Shepherd Ave. NW
Washington, DC

PART 1 GENERAL

1.01 DESCRIPTION OF WORK

A. The intent of this solicitation is to obtain a competitive and qualified offer to provide a leak-free roof described in the Scope of Work outlined below. All vendors must have a minimum of 7 years' experience in slate removal and replacement (including re-use of sound material), copper sheet metal fabrication, installation and field soldering, stainless gutter and downspout installation and soldering with some of that experience associated with Historic renovations.

This project will involve demolition over an active facility with youth groups scheduled in the facility at various times that may require coordination of work to other areas or to be postponed and re-scheduled. This site is has limited parking and staging. Designated areas for staging and parking will be discussed at the pre-proposal meeting. This package includes a base bid with alternates and unit cost scope of work items.

1. Section 02070 - DEMOLITION
2. Section 06100 – ROUGH CARPENTRY
3. Section 07315 – SLATE ROOFING
4. Section 07415 – LIQUID APPLIED MEMBRANE
5. Section 07600 - FLASHING AND SHEET METAL
6. Section 07920 – SEALANTS AND CAULKING

1.02 RELATED SECTIONS

A. Section 01230 - PRICE AND PAYMENT PROCEDURES (Alternates, unit prices and allowances)

B. Section 01300 – PROJECT MANAGEMENT AND COORDINATION

C. Section 01700 – CONTRACT CLOSEOUT

D. Section 01741 – CONTRACTOR WARRANTY

1.03 SUBMITTALS

1.04 QUALITY ASSURANCE

A. Roof System shall meet the wind uplift requirements of ASCE-7.

B. The Contractor shall obtain permits as required in the construction of the specified scope of work.

C. Pre-construction conference: Prior to the start of work, a conference to be attended by all affected parties shall be held at the jobsite with the intent of coordinating activities to minimize disruptions to the building tenants. The Superintendent, roofing foreman and sheet metal foreman shall be present.

1. The conference will not be held unless the Superintendent and Foremen are present. If the installation Superintendent and Foremen are different from those who attended the preconstruction conference, a new preconstruction conference will be held prior to the start of work.

D. Inspection: Upon completion of the installation, an inspection shall be made by the Owner's representative to ascertain that the materials have been installed according to approved

specifications and details. The inspection shall be scheduled only after receipt, by the Roof Consultant, of the Contractor's completed punch list. Upon approval of the project, the required warranties shall be issued.

1.05 WARRANTY

A. Refer to each technical section.

B. A 5 year Contractor's workmanship warranty is specified.

1.06 SITE CONDITIONS

A. Demolition, construction, disruptive noises, and use of solvented adhesives shall not interfere with use of the building.

1.07 DEFINITIONS

A. Contractor is the business entity providing all labor, materials, equipment and services to complete the Work as specified in the Contract Documents.

B. Ponding water shall be considered to occur when free water remains on the roof longer than 48 hours.

1.08 BIDDING SCOPE OF WORK

A. Base Bid

1. Remove and Replace (partial replacement) existing slate roofing over the Activity Center to repair damaged wood plank decking along the parapet gable (Section D-1, R 1.0 – approximately 2,200 sq ft with approx. 400 sq ft of wood plank decking replacement). Replacement Specification is based on the specifications of Carlisle EcoStar Majestic Slate.

2. Structural Repairs to the wood trusses to be completed in accordance with the attached letter from the Structural Engineer, D. Anthony Beale, dated 5/20/16. Areas of repair are identified as Item S-1, R 1.0, and will be made available for inspection at the pre-bid walk-through.

B. Alternate Bids

1. Alternate 1: Remove and Replace existing slate on the balance of Roof Area D (balance is approximately 4,100 sq ft). Replacement Specification is based on the specifications of Carlisle EcoStar Majestic Slate. (Pink Shaded Area)

2. Alternate 2: Prepare existing metal roof surface to receive new Elastomeric reinforced coating to provide a manufacturer’s 10 year warranty. Specifications will be based on GE SCM3500 Momentive Coating. (approx. 2,100 sq. ft.) Item 1 R 1.0.

3. Alternate 3: Furnish and install new replacement slate tiles at Roof Area B, G, C and E (All other slate roof areas) where the existing slate is cracked, damaged or missing. An allowance of 100 slate should be used as an estimating baseline. Unit costs will be requested for additional repairs if the need has been established by the on-site inspector, DGS Project Manager and Contracting Officer.

4. Alternate 4 - Remove existing slate along the valley sections, approximately 20” from the valley line identified as Item 5. Install new ice and watershield, centered on the valley line and reinstall existing removed slate supplemented by new slate as needed to complete the detail. Item 4 R 1.0

5. Alternate 5 - Remove approximately 40” of the existing slate along the step flashing sections at the North Side Chimneys (identified as Item 5) to accommodate new ice and watershield to be applied at the deck and onto the vertical surface of the chimney (removing the existing step-flashing first). Reinstall the existing slate and new 6 x 6 (fabricated to fit the existing slate) 16 oz. copper step supplemented with new slate as needed to complete the detail - Item 3, R 1.0.

6. Alternate 6 - Apply new rubberized asphalt sealant “packing” to the ridge slate as needed for preventative maintenance – Item 4 R 1.0.

7. Alternate 7 - Re-fasten gutters at all locations identified as Item 2, (Green Line) R 1.0.

B. Section 06100

1. Furnish and install plywood sheathing as needed for wood planking replacement

2. Replace / Repair sections of damaged joists identified as Item S-1 on R 1.0, and noted in the Structural Engineer letter dated 5/20/16 by D Anthony Beale.

C. Section 07315

1. Furnish and install new replacement slate tiles at Roof Areas B, G, C and E where the existing slate has been damaged, cracked or removed.

2. Furnish and install new slate ridge tiles at Roof Areas B, G, C and E, as needed for preventative maintenance repairs.

D. Section 07600

1. Furnish and install new step flashings at all reroof areas (D-1, D) and repair areas (Item 3).

2. Furnish and install new counter flashings at all reroof roof areas (D-1, D) and repair areas (Item 3).

3. Re-fasten gutters as identified by Item 2, R 1.0 .

6. Furnish and install new ridge “packing” sealant at repair slate roof areas.

E. Section 07920

1. Furnish and install new sealant as specified.

PART 2 - PRODUCTS

2.01 SLATE TILES – ROOF REPAIRS

A. Acceptable products:

1. Color and size to match existing.

2. Grade: S1; approximate 100 year service life.

2.02 SLATE TILES – ROOF REPLACEMENT

A. Acceptable products:

1. CARLISLE MAJESTIC SLATE - Color and size to match existing.

2.03 LIQUID APPLIED MEMBRANE

A. Acceptable products:

1. GE3500 Momentive Coating.

2.04 FLASHING AND SHEET METAL

A. Acceptable products:

1. Refer to Section 07600.

2.05 SEALANTS AND CAULKING

A. Acceptable products:

1. BASF - Degussa Building Systems, Sonneborn(R) Building Products, ChemRex, Inc., 889 Valley Park Drive, Shakopee, MN 55379-9897; ASD. Tel: (800) CHEMREX (243-6739).

2. Sika, Inc., 201 Polito Avenue, Lyndhurst, NJ , 07071 Tel: 201-933-8800, fax: 201-804-1076.

3. Tremco, Inc., 3735 Green Road Beachwood, OH 44122, Tel: 216-292-5000, fax: 216-766-5543.

PART 3 - EXECUTION

3.01 EXAMINATION

3.02 PREPARATION

A. Refer to each section in the Technical Specifications for specific requirements.

B. Refer to Section 02070 for the demolition requirements.

END OF SECTION 01010

PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Base bid scope of work

B. Alternate bid scope of work

C. Unit Prices

D. Allowances

E. Verification of Unit Price and Allowance Work

1.02 RELATED SECTIONS

A. Section B - PROPOSAL FORM – BIDDERS SHALL PROVIDE A PROPOSAL ON LETTERHEAD OUTLING THE BASE BID AND ALTERNATES AS PRESENTED BELOW

B. Section 01010 - SUMMARY OF WORK

C. Section 01300 - PROJECT MANAGEMENT AND COORDINATION

D. Section 01700 - CONTRACT CLOSEOUT: Contract warranties, bonds, manufacturer's certificates, and closeout submittals

1.03 BASE BID

A. As specified in Sections 02070, 06100, 07315, 07415, 07600, and 07920.

1. Remove and Replace (partial replacement) existing slate roofing over the Activity Center to repair damaged wood plank decking along the parapet gable (Section D-1, R 1.0 – approximately 2,200 sq ft with approx. 400 sq ft of wood plank decking replacement). Replacement Specification is based on the specifications of Carlisle EcoStar Majestic Slate.

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A. Alternate Bids

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3. Alternate 3: Furnish and install new replacement slate tiles at Roof Area B, G, C and E (All other slate roof areas) where the existing slate is cracked, damaged or missing. An allowance of 100 slate should be used as an estimating baseline. Unit costs will be requested for additional repairs if the need has been established by the on-site inspector, DGS Project Manager and Contracting Officer.

4. Alternate 4 - Remove existing slate along the valley sections, approximately 20” from the valley line identified as Item 5. Install new ice and watershield, centered on the valley line and reinstall existing removed slate supplemented by new slate as needed to complete the detail. Item 4 R 1.0

5. Alternate 5 - Remove approximately 40” of the existing slate along the step flashing sections at the North Side Chimneys (identified as Item 5) to accommodate new ice and watershield to be applied at the deck and onto the vertical surface of the chimney (removing the existing step-flashing first). Reinstall the existing slate and new 6 x 6 (fabricated to fit the existing slate) 16 oz. copper step supplemented with new slate as needed to complete the detail - Item 3, R 1.0.

6. Alternate 6 - Apply new rubberized asphalt sealant “packing” to the ridge slate as needed for preventative maintenance – Item 4 R 1.0.

7. Alternate 7 - Re-fasten gutters at all locations identified as Item 2, (Green Line) R 1.0.

1.05 UNIT PRICES

A. Item No. 1 – Price for removing damaged wood joists and installing new wood joist constructed of similar materials, price per board foot (12 x 12 x 1 inch).

B. Item No. 2 – Price for removing additional damaged wood rafters (not identified in item S-1) and installing new wood rafters constructed of similar materials, price per board foot (12 x 12 x 1 inch).

C. Item No. 3 – Price for removing damaged or deteriorated wood plank roof deck and installing new wood plank deck constructed of similar materials, price per square foot (3/4 inch thick).

D. A Change Order or Construction Directive is required to proceed with work to be compensated at unit prices. The Contractor shall have the quantity of work verified throughout the project. Only work that is verified by the Owners Rep, Design Professional or the Construction Observer is to be listed on Change Orders. The Contractor shall have unit price items laid out in an organized manner for verification and shall show the locations of work on Construction Drawings included in the Contract Documents.

1.06 BASE BID ALLOWANCES

A. Include in the base bid the cost to remove one hundred (100) damaged slate tiles; install new slate tiles as specified.

B. Allowance amounts not used will be credited back to the Owner at the amount stated in the Unit Prices. Such credit shall be issued at the completion of work as a deductive change order.

1.07 VERIFICATION OF UNIT PRICE AND ALLOWANCE WORK

A. The Contractor shall follow the procedure outlined for submittal of the items and quantities of work.

1. A daily log shall be completed showing each item of unit price and allowance work. Notation shall be made each day whether work was done or not.

2. Photographs shall be taken of each item of work documenting the specific item being repaired or replaced. For example, two wood nailers being replaced will be documented by two photographs.

3. The location of each item of work will be indicated on a construction drawing. At the Owner's request, the Contractor will deconstruct the work to allow the Construction Consultant to verify the work by visual inspection. The Contractor will be compensated for the cost of verification when the work has been observed to have been correctly completed. Work not verified to be correctly completed will be corrected at no cost to the Owner.

4. The records will be delivered to the Construction Consultant by the close of business each week.

1.08 PAY REQUEST SUBMITTALS

A. The Contractor shall include all submittal items required by the Owner with each application for progress payments. The list of required items shall be discussed during the preconstruction meeting. Typical items include:

1. Construction Schedule revised to the current period.

2. Payment application form required by the Owner.

3. Continuation Sheet showing the elements of the Work and the amount of completion.

4. Unit Price and Allowance work showing the item, quantity and location on the project manual construction drawing, revised to the current period.

5. Affidavits as required.

PART 2 - PRODUCTS
2.01 NOT USED
PART 3 - EXECUTION
3.01 NOT USED

END OF SECTION 01230

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Submittal procedures

B. Construction progress schedules

C. Proposed products list

D. Shop drawings (Not Applicable)

E. Product data

F. Samples

G. Manufacturer's installation instructions

H. Manufacturer's certificates

I. Definitions

J. Weekly jobsite management meetings

K. Use of the premises.

L. Temporary facilities and controls

M. Contractor project supervision

N. Emergency Leak Response

O. Correction of Observed Deficiencies

P. Testing

1.02 RELATED SECTIONS

A. Section 01700 - Contract Closeout: Contract warranties, bonds, manufacturer's certificates, asbestos disposal and closeout submittals

1.03 SUBMITTALS

A. Transmit each submittal with a transmittal form.

B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.

C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate.

D. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.

E. Schedule submittals to expedite the Project, and deliver to the Roof Consultant. Coordinate submission of related items.

F. For each submittal for review, allow 10 working days excluding delivery time to and from the Contractor.

G. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.

H. Provide space for Contractor and Roof Consultant review stamps.

I. Revise and resubmit, identify all changes made since previous submission.

J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with provisions.

1.04 CONSTRUCTION PROGRESS SCHEDULES

A. Submit initial schedule in duplicate within 5 days after date established in Notice to Proceed.

B. Revise and resubmit as required.

C. Submit revised schedules with each application for payment, identifying changes since previous version.

D. Submit a computer generated horizontal bar chart with separate line for each section of Work, identifying first work day each week.

E. Schedule and execute work to prevent leaks and traffic on unprotected completed roof sections. Do not disrupt activities in the occupied building spaces.

1.05 PROPOSED PRODUCTS LIST

A. Within 5 working days after signing the Owner’s contract, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.

B. For products specified only by reference standards, give manufacturer, trade name, model, or catalog designation, and reference standards.

1.06 SHOP DRAWINGS

A. Shop Drawings: Submit for review. After review, produce copies and distribute in accordance with the SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.

B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

1.07 PRODUCT DATA

A. Submit the number of copies which the Contractor requires, plus two copies which will be retained by the Roof Consultant.

B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to this Project.

C. Indicate Product utility and electrical characteristics, utility connect requirements and location of utility outlets for service for functional equipment and appliances.

D. After review distribute in accordance with Submittal Procedures article above and provide copies for record documents described in Section 01700 - CONTRACT CLOSEOUT.

1.08 SAMPLES

A. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

B. Submit samples of finishes from the full range of manufacturer's standard colors, textures, and patterns for Roof Consultant selection.

1.09 MANUFACTURER INSTALLATION INSTRUCTIONS

A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting and finishing, to Roof Consultant in quantities specified for Product Data.

B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.10 MANUFACTURER CERTIFICATES

A. When specified in individual specification sections, submit certification by manufacturer to Roof Consultant, in quantities specified in Product Data.

B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Roof Consultant.

1.12 DEFINITIONS

A. Wherever the term Architect or Engineer appears in these specifications, it shall be construed to refer to BLUEFIN, LLC, Roofing Consultant, 2134 Espey Ct Ste 114 Crofton, MD 21114.

1.13 WEEKLY JOBSITE MANAGEMENT MEETINGS

A. At the direction of the Roof Consultant, the project may require weekly meetings at the jobsite to review job progress and resolve unforeseen issues of construction. The Contractor shall have the project manager and the job Superintendent present at each meeting.

1.14 USE OF THE PREMISES

A. Before beginning work, the Roofing Contractor shall secure approval from the Building Owner's Representative for the following:

1. Areas permitted for personnel parking.
2. Access to the site.
3. Areas permitted for storage of materials and debris.
4. Areas permitted for the location of cranes, hoists and chutes for loading and unloading materials to and from the roof.

B. Interior stairs or elevators may not be used for removing debris or delivering materials, except as authorized by the building superintendent.

1.15 TEMPORARY FACILITIES AND CONTROLS

A. Temporary Utilities:

1. Water, power for construction purposes and lighting are not available at the site and will not be made available to the Contractor.

2. Provide all hoses, valves and connections for water from source designated by the Owner if made available.

3. When available, electrical power shall be extended as required from the source. Provide all trailers, connections and fused disconnects.

B. Temporary Sanitary Facilities will not be available at the job site. The Contractor shall be responsible for the provision and maintenance of portable toilets or their equal.

C. Obey the Owner's requirements for personnel identification, inspection and other security measures.

1.16 CONTRACTOR PROJECT SUPERVISION

A. Contractor shall provide full-time daily supervision of the Work. To comply with the Contractor's Safety Plan the crew supervisor shall speak English clearly and understand English clearly. No change in the foreman or Superintendent shall be allowed unless approved in writing by the Roof Consultant. No work shall take place without the Supervisor on site. In addition to the foreman responsible for management of the crew, there shall be a full time Superintendent on the site. The Superintendent shall be a senior employee speaking for the Contractor at all roof observation meetings.

1.17 CORRECTION OF OBSERVED DEFICIENCIES

A. The Contractor shall correct deficiencies noted during the construction observation and administration in no more than five days from receipt of the written notice.

PART 2 – PRODUCTS

2.01 NOT USED

PART 3 –

EXECUTION

3.01 NOT USED

END OF SECTION 01300

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Close-out procedures

B. Final cleaning

C. Adjusting

D. Project record documents

E. Warranties

1.02 RELATED SECTIONS

A. Section 01300 – Submittals

B. Section 01741 - Contractor Warranty Form

1.03 CLOSE-OUT PROCEDURES

A. The Contractor shall perform a final inspection of the Work and record all deficiencies on a written punchlist. A copy of the Contractor's punchlist with notation of the date of correction will be sent to the Construction Consultant.

B. The Roof Consultant shall perform a final inspection of the corrected work within 7 days from receipt of the Contractor's request. The Contractor's Project Manager will accompany the Consultant on the final inspection.

1. The Contractor will correct all noted deficiencies within 5 days from receipt of the punchlist.

C. The final pay request from the Contractor shall include the following items:

1. Manufacturer's Roof Warranty

2. Finish Warranty on Sheet Metal

3. Contractor's warranty

4. Signed Consultant Punch List completion statement

1.04 FINAL CLEANING

A. Execute final cleaning prior to final project assessment.

B. Clean interior attic from all foreign debris and dispose of same. Remove temporary labels, stains, and foreign substances, clean all floor surfaces traveled by contractors workers , vacuum carpeted and soft surfaces used during access and egress to the roof.

D. Replace attic unit filters of operating equipment.

E. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.05 ADJUSTING

A. Adjust operating products and equipment to ensure smooth and unhindered operation.

1.06 PROJECT RECORD DOCUMENTS

A. Maintain on site, one set of the following record documents; record actual revisions to the Work:

1. Specifications

2. Addenda

3. Change Orders and other modifications to the Contract

5. Manufacturer's instruction for assembly, installation, and adjusting

B. Ensure entries are complete and accurate, enabling future reference by Owner.

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress.

E. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:

1. Manufacturer's name and product model and number

2. Product substitutions or alternates utilized

3. Changes made by Addenda and modifications

F. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:

1. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work

2. Field changes of dimension and detail.

3. Details not on original Contract drawings.

1.07 WARRANTIES

A. Execute and assemble transferable warranty documents from Subcontractors, Suppliers, and Manufacturers.

B. Submit warranty prior to final Application for Payment.

C. At no additional cost to the Owner, install a plastic laminated 8 ½ inch x 11 inch sign with all warranty information at the interior side of the roof access. The sign shall provide information on the roof system and the Manufacturer and Contractor warranty data.

END OF SECTION 01700

CONTRACTOR WARRANTY FORM

PROJECT: _____

LOCATION: _____

OWNER: _____

We, _____,
(Company Name)

Contractor for the above-referenced project, do hereby warrant that all labor and materials furnished and work performed are in accord with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective workmanship for a period of _____ years from Date of Substantial Completion. This warranty commences on

_____
(Dates of Substantial Completion affixed by Owner)

and expires on _____.
(Expiration Date)

Should defects develop during the warranty period due to defective workmanship, the affected materials, including adjacent work damaged as a result of the sited defective workmanship, shall be made good by the undersigned at no expense to the Owner. The Owner will give Contractor written notice of defective work and Contractor agrees to respond within 24 hours. Should Contractor fail to correct defective work within 60 days after receiving written notice, the Owner may, at his option, correct defects and charge Contractor costs for such correction. Contractor agrees to pay such charges upon the Owner's demand.

Nothing in the above shall be deemed to apply to work which has been abused or neglected by the Owner, Acts of God, Civil Disobedience or defects in the structure.

Scope of work is limited to: _____

_____

_____

Contractor of Record: _____
(Company Name)

BY: _____

TITLE: _____

DATE: _____

Subcontractor: _____
(Company Name)

BY: _____

TITLE: _____

DATE: _____

End of Contractor Warranty Form

CONTRACTOR WARRANTY FORM

Section	Description	Warranty Term, years
07315	Slate Manufacturer	50
07315	Slate Replacement Contractor	5
07415	Slate Repair Contractor	2

END OF SECTION 01741

ROOF DEMOLITION

PART I - GENERAL

1.01 SUMMARY

A. General

1. The Contractor is responsible to verify all field conditions that may affect their bid.

2. The extent of roof replacement work is limited to roof areas D-1, D.

3. The extent of repair work is limited to all other slate roof areas.

1.02 DEFINITIONS

A. Remove: Remove and legally dispose of items except those indicated to be reinstalled.

B. Remove and Reinstall: Remove items indicated; clean, service, and otherwise prepare them for reuse; store and protect against damage. Reinstall items in the same locations.

1.03 QUALITY ASSURANCE

A. Regulatory Requirements: The contractor is solely responsible for complying with all relevant requirements of governing authorities. Comply with governing Federal EPA and State EPD notification regulations before starting roof demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

1.04 SCHEDULING

A. Arrange selective demolition schedule so as not to interfere with Owner's on-site operations.

1.05 REPAIR MATERIALS

A. Use repair materials identical to existing materials.

PART 2- PRODUCTS

PART 3 - EXECUTION

3.01 EXAMINATION

A. Inspect substrates and conditions under which the work of this section will be performed, and verify that construction operations may properly commence. Do not proceed with the work until unsatisfactory conditions have been resolved fully.

3.02 PREPERATION

A. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

B. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around selective demolition area.

1. Protect existing site improvements, appurtenances, and landscaping to remain.

C. Protect the interior of the building from dust and debris resulting from tear off of the existing materials. An observer will be put inside the building to assure debris is properly contained. When debris is noted, work shall be stopped until suitable protection measures can be taken.

3.03 POLLUTION CONTROLS

A. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas. Remove debris from roof of building by chute, or other covered device that will convey debris to grade level. Maintain dust covers and water sprays to keep dust spread to a minimum. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations. Return adjacent areas to condition existing before start of selective demolition.

3.04 DEMOLITION

A. General

1. Dispose of all demolished items and materials promptly. On site storage of removed items is prohibited.

2. Mechanically remove existing fasteners with care to avoid damage to existing deck.

B. Demolish and remove the existing roof and components as specified. Use methods required to complete Work within limitations of governing regulations.

3.05 ADJUSTING AND CLEANING

A. Sweep and remove chips, shavings, and dust from roof on a daily basis during installation period. Leave installed work clean, free from grease, finger marks and stains.

B. Upon completion of installation, remove scraps and debris from project site. Clean adjoining building surfaces where stains have resulted from the Work.

C. Replace damaged landscape and grass areas with landscape treatments comparable to the existing materials. Damaged grass shall be replaced with sod of the same variety unless otherwise agreed by the Owner.

3.06 PROTECTION

A. Provide protection as required to assure the completed work of this section will be without damage or deterioration at date of substantial completion.

B. Take suitable precaution to protect adjoining building surfaces from damage. Overlay adjoining roof surfaces with 1/2 inch plywood and other necessary protection during installation of metal roofing. Cover side walls of the building with plastic or canvas tarps.

C. Protect landscape and planted areas from damage.

3.07 FINAL INSPECTION

A. Upon completion of the scope of work an inspection shall be made by the Owner's Representative to ascertain that the Work has been installed according to the manufacturers published requirements. Observed defects shall be corrected as required to secure the manufacturer's warranty.

END OF SECTION 02070

PART I - GENERAL

1.01 SUMMARY

A. Base Bid items

1. Furnish and install plywood sheathing at roof area D-1.

2. Repair sections of damaged joists Roof Areas S-1.

3. Repair sections of damaged rafters Roof Areas S-1.

4. Replace damaged decking Roof Areas D-1.

1.02 RELATED SECTIONS

A. Section 01230 – PRICE AND PAYMENT PROCEDURES

1.03 DEFINITIONS

A. Remove: Remove and legally dispose of items except those indicated to be reinstalled.

B. Remove and Reinstall: Remove items indicated; clean, service, and otherwise prepare them for reuse; store and protect against damage. Reinstall items in the same locations.

1.04 SUBMITTALS

A. Submit technical data sheets in accordance with the requirements of Section 01300.

1.05 QUALITY ASSURANCE

A. Material installation shall proceed when weather conditions are in accordance with the manufacturer's written application instructions and no precipitation is anticipated. Materials installed during inclement weather conditions shall be subject to removal and replacement at no additional cost to the Owner.

B. Regulatory Requirements: The contractor is solely responsible for complying with all relevant requirements of governing authorities. Comply with governing EPA notification regulations before starting roof demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

1. The contractor is not entitled to rely upon the services of the Roof Consultant as a competent person for the purposes of material removal. Conduct roof demolition so that Owner's operations will not be disrupted. Provide not less than 48 hours' notice to Owner of activities that will affect Owner's operations.

C. Wood products shall be protected in accordance with the manufacturer's written guidelines.

1.06 SCHEDULING

A. Arrange selective demolition schedule so as not to interfere with Owner's on-site operations.

PART 2 - PRODUCTS

2.01 Materials

A. Sheathing

1. Plywood sheathing shall be CD-X Exterior Grade, nominal ½ inch thickness with 4 ply exterior grade plywood roof sheathing in 4 x 8 foot panel size.

B. Joists

1. Match existing wood joists in type, construction, size, quality, and color.

2. Replacement in kind.

C. Rafters

1. Match existing wood rafters in type, construction, size, quality, and color.

2. Replacement in kind.

D . Deck

1. Match existing ¾ inch wood plank deck in type, construction, size, quality, and color.

2. Replacement in kind.

E. Fasteners

1. Stainless steel nails shall be annular ring or screw shank, minimum 3/8 inch diameter head, of sufficient length to penetrate through sheathing or 1/2 inch maximum into solid decking.

2. Do not penetrate underside of existing wood plank deck.

2. Galvanized nails shall be 12d or 16d (11 or 12 gauge) ring shank or screw shank, minimum 3/8 diameter head; length as necessary to penetrate through sheathing or 3/4 inch into solid decking.

3. Steel and Wood Fastener: Used to attach components to wood and steel (18 gauge to 24 gauge) substrates. Thread diameter .215, shank diameter .170, head style #3 Philips truss head and corrosion resistant coating CR-10. 3 inch plastic plate used with insulation board. Products manufactured by Olympic Fasteners, Inc. or prior approved substitution.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Inspect substrates and conditions under which the work of this section will be performed, and verify that construction operations may properly commence. Do not proceed with the work until unsatisfactory conditions have been resolved fully.

3.02 PREPERATION

A. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

2. Deck openings resulting from the removal of abandoned RTUs shall be covered prior to installation of the roof insulation. Seal all edges to prevent material spills into the building.

   a. Openings that exceed 12 inches in width shall be covered with minimum ½ inch exterior plywood. Install wood blocking spaced no more than 16 inches OC to support the sheathing. Recess the blocking to allow the sheathing to be flush with the opening. Attach sheathing using galvanized annular nails spaced no more than 8 inches OC.

B. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around selective demolition area.

   1. Protect existing site improvements, appurtenances, and landscaping to remain.

C. Protect the interior of the building from dust and debris resulting from tear off of the existing materials. An observer will be put inside the building to assure debris is properly contained. When debris is noted, work shall be stopped until suitable protection measures can be taken.

D. The Contractor is responsible for all electrical and Freon disconnects and reconnects. Coordinate shut down of units with the Owner's Representative before proceeding.

3.03 PLYWOOD SHEATHING

A. General

   1. Install the specified sheathing over the entire surface of the roof areas.

   2. Carefully inspect the surface of the substrate before installing sheathing. Notify the Owner's Rep of deficiencies to be corrected.

   3. Install in strict accordance with the manufacturer's requirements.

B. Installation

   1. Fasten new plywood sheathing to the substrate with ring shank nails spaced no more than 8 inches OC. Space fastener rows no more than 16 inches OC. Do not penetrate underside of existing wood plank deck.

   2. Provide a gap between panels of 1/8 inch in size and stagger all panel joints.

3.04 JOISTS

A. General

   1. Examine the condition of the existing wood joists. Remove and replace damaged units taking care to document the quantities. Damage shall be defined as wood that has less than 75 percent of the original fastener withdraw resistance.

B. Installation

   1. As required, provide structural supports spaced no more than 16 inches OC. Fasten supports to the existing structural elements using the appropriate fasteners.

   2. Install new wood joists of materials similar to the original construction. Fasten new decking to supports with the appropriate fastener spaced no more than 8 inches OC.

3.05 RAFTERS

A. General

1. Examine the condition of the existing wood rafters. Remove and replace damaged units taking care to document the quantities. Damage shall be defined as wood that has less than 75 percent of the original fastener withdraw resistance.

B. Installation

1. As required, provide structural supports spaced no more than 16 inches OC. Fasten supports to the existing structural elements using the appropriate fasteners.

2. Install new wood rafters of materials similar to the original construction. Fasten new decking to supports with the appropriate fastener spaced no more than 8 inches OC.

3.06 ROOF DECK

A. General

1. Examine the condition of the existing wood roof deck. Remove and replace damaged units taking care to document the quantities. Damage shall be defined as wood that has less than 75 percent of the original fastener withdraw resistance.

B. Installation

1. As required, provide structural supports spaced no more than 16 inches OC. Fasten supports to the existing structural elements using the appropriate fasteners.

2. Install new wood deck of materials similar to the original construction. Fasten new decking to supports with the appropriate fastener spaced no more than 8 inches OC. Extend wood deck sections to assure end laps are supported on structural supports.

3.07 ADJUSTING AND CLEANING

A. Sweep and remove chips, shavings, and dust from roof on a daily basis during installation period. Leave installed work clean, free from grease, finger marks and stains.

B. Upon completion of installation, remove scraps and debris from project site. Clean adjoining building surfaces where stains have resulted from the Work.

C. Replace damaged landscape and grass areas with landscape treatments comparable to the existing materials. Damaged grass shall be replaced with sod of the same variety unless otherwise agreed by the Owner.

3.08 PROTECTION

A. Provide protection as required to assure the completed work of this section will be without damage or deterioration at date of substantial completion.

B. Take suitable precaution to protect adjoining building surfaces from damage. Overlay adjoining roof surfaces with 1/2 inch plywood and other necessary protection during installation of metal roofing. Cover side walls of the building with plastic or canvas tarps.

C. Protect landscape and planted areas from damage.

3.09 FINAL INSPECTION

A. Upon completion of the scope of work an inspection shall be made by the Owner's Representative to ascertain that the Work has been installed according to the manufacturers published requirements. Observed defects shall be corrected as required to secure the manufacturer's warranty.

END OF SECTION 06100

PART 1 - GENERAL

1.01 SUMMARY

A. The slate repair scope of work is limited to repair of damaged slate components.

B. Alternate bid scope of work.

1. Furnish and install new replacement slate tiles at Roof Area B, G, C and E where the existing slate is cracked, damaged or missing.

2. Remove existing slate along the valley sections, approximately 20” from the valley line identified as (Item 5). Install new ice and watershield, centered on the valley line and reinstall existing removed slate supplemented by new slate as needed to complete the detail.

3. Remove approximately 40” of the existing slate along the step flashing sections at the North Side Chimneys (Item 3) to accommodate new ice and watershield to be applied at the deck and onto the vertical surface of the chimney (removing the existing step-flashing first). Reinstall the existing slate and new 6 x 6 (fabricated to fit the existing slate) 16 oz. copper step supplemented with new slate as needed to complete the detail.

4. Apply new rubberized asphalt sealant “packing” to the ridge slate as needed for preventative maintenance – (Item 4)

1.02 RELATED SECTIONS

A. Section 06100 – ROUGH CARPENTRY

C. Section 07600 - FLASHING AND SHEET METAL

1.03 SUBMITTALS

A. General: When several products or manufacturers are specified as being acceptable, Contractor has the option of choosing among those named. When either a single named product or system is specified, substitutions will be allowed only if the specified product or system becomes unavailable through no fault of the Contractor.

B. Required Contractor Submittal Items:

1. Product data sheets for each material required, including:

a. Slate roof tiles.
b. Fasteners.
c. Caulks and sealant.

2. Samples: not required

3. Contractor reference list of no less than five (5) projects of similar scope, successfully completed within the past two years.

4. Closeout Submittals: Warranty documents, issued and executed by slate manufacturer, countersigned.

C. Manufacturer's Material Safety Data Sheets (MSDS) to be maintained by the Contractor at the worksite at all times.

1.04 QUALITY ASSURANCE

A. Products or materials containing asbestos are not acceptable for use on the project.

B. Pre-construction conference: Prior to the start of work, a conference to be attended by all affected parties shall be held at the jobsite with the intent of coordinating activities to minimize disruptions to the building tenants. Roofing foreman and sheet metal foreman shall be present.

1. The conference will not be held unless the Foremen are present. If the installation Foremen are different from those who attended the preconstruction conference, a new preconstruction conference will be held prior to the start of work.

C. Inspection: Upon completion of the installation, an inspection shall be made by the Owner's representative to ascertain that the materials have been installed according to approved specifications and details. The inspection shall be scheduled only after receipt by the Consultant of the Contractor's completed punch list. Upon approval of the project, the required warranties shall be issued.

E. Changes: Contractors are required to bid each listed line item as specified.

F. Applicable standards:

1. Standards of the American Society for Testing and Materials (ASTM) as referenced herein.

2. State of Georgia, EPA and local building codes with regard to asbestos abatement shall be included as part of this specification.

3. Occupational Safety and Health Administration (OSHA) "Interim fall protection guidelines for residential construction", dated December 8, 1995.

4. "The International Building Code", 2006 edition, as published by the International Code Congress, Inc. and applicable local and State amendments.

G. The application specifications of each material manufacturer's product shall be considered part of this specification and be followed if it is judged to be of higher quality in the completed roof system. In the event of a discrepancy between this specification and the manufacturer's specification, the Architect shall be the sole judge as to which procedure to follow. The contractor shall give written notice to the Architect of any discrepancy a minimum of three days prior to the bid date.

H. Both the Contractor of Record and/or the slate tile roofing specialty contractor shall demonstrate they have no less than 5 projects of similar size and scope of work experience, successfully completed within the past 3 years. Include the reference list as a bid submittal.

1.05 REFERENCES

A. ASTM C406-89 - Standard Specification for Roofing Slate.

B. ASTM C120-90 – Standard Test Method of Flexure Testing of Slate.

C. ASTM C121-90 – Standard Test Method for Water Absorption of Slate.

D. ASTM C217-85 – Standard Test Method for Weather Resistance of Slate.

E. ASTM D 1970 - Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection.

F. ASTM C 920 - Standard Specification for Elastomeric Sealants.

G. Sheet metal and Air Conditioning Contractors National Association, Inc. (SMACNA), “Architectural Sheet Metal Manual”, fifth edition, 1993.

H. National Roofing Contractors Association (NRCA) "Roofing and Waterproofing Manual", fourth edition.

I. "The Slate Book", copyright 1998, Vermont Slate and Copper Services, Inc., authored by Brian Stearns, Alan Stearns and John Meyer, phone 888/766-4273.

1.06 WARRANTY

A. General: Warranty shall be provided at no additional expense to the Owner.

B. Provide Contractor's labor warranty. The warranty term shall be 5 years correcting leaks and defects resulting from workmanship for the replacement areas only. Manufacturer shall supply a material warranty no less than 50 years for the installed materials. Contractor shall respond with correcting action within 24 hours of Owner's call during the 5-year period.

1.07 SITE CONDITIONS

A. Install roofing in dry weather when ambient temperature is above 40 degrees F.

B. All roof surfaces shall be free of water, ice, snow and other forms of moisture during installation.

C. Protective tarps are required to cover materials stored out in the weather. These materials must be on pallets or blocking to raise them a minimum of 4 inches above any ponding water. Packaging labels shall indicate appropriate warnings, storage conditions, lot numbers, and usage instructions.

D. To prevent breakage, stack slate vertically.

E. Contractor shall field verify all dimensions. Roof Top Units (RTU) and penetration conditions shown on the roof drawings are representative of the conditions on the building. Contractor shall field verify the existing conditions.

1.08 DEFINITIONS

A. Contractor: The business entity providing all labor, materials, equipment and services to complete the Work as specified in the Contract Documents.

B. Roofing Terminology: Refer to ASTM D 1079 for definitions of terms related to roofing work not otherwise defined in this Section.

C. Leaks in the roof system shall be considered to occur when free water enters the roof assembly from defects in the waterproofing integrity of the installed roofing materials.

PART 2 - PRODUCTS

2.01 SLATE ROOF REPAIRS

A. Slate Roofing Shingle:

1. Acceptable product:

a. Grade: S1; approximate 100 year service life.

b. Nominal size: Replace in kind

c. Nominal thickness: Replace in kind

d. Approximate weight: 8.5 pounds per square foot at ¼ inch thickness.

2. Characteristics: Slate is a natural stone that comes in a wide variety of colors and thickness. Each shingle up to 1 inch in thickness shall have 2 nail holes; shingle thickness of greater than 1 inch shall have 4 nail holes.

3. Color: Selected from full range of manufacturer's standard colors. Color shall be integral throughout the slate, not a surface coloring. Color to be replace in kind.

B. Special Shapes and Fittings: Supply special shapes and fittings of same material and finish as adjacent slate, formed as indicated on drawings or specified in manufacturer's instructions for project conditions including, but not limited to, the following:

1. Hips.

2. Ridges.

3. Rakes.

3. Eaves.

5. Valleys.

6. Termination caps.

C. Subject to compliance with the specified requirements, products of the following manufacturers are approved: Vermont Slate & Copper Services, Inc.

D. Requests for approved substitutions must be made in writing no later than 10 days prior to bid date. Submit complete product and test data as specified under SUBMITTALS for each proposed substitution.

2.02 ADDITIONAL MATERIALS

A. Mechanical fasteners and attachment: FM Class 1 approved fasteners with corrosion resistant coating, passing 4470 Kesternic corrosion testing.

1. Slates: Round headed, sharp point, minimum No. 11 Stubs gauge stainless steel or copper ring shank roofing nails of sufficient length to penetrate the substrate 3/4 inches.

3. Slate Hook: Formed stainless steel or copper hook fabricated from minimum 8 gauge wire. The shaft of the hook is 3 inches long from the point of the hook to the nail end.

B. Penetration Flashing

1. Vent pipe flashing shall be “Water-Tite Boots” as manufactured by IPS Roofing Products. Base manufactured from copper multisize unit for 1 ½, 2, 3 and 4 inch pipe. Phone 901- 853-5001.

2. Split pipe flashing shall be “ASI Retrokit” as supplied by Copperstate Roofing Supply. Kit includes galvanized steel base, collar assembly and clamp. Phone 800-474-7570.

2.03 FABRICATION

A. Form flashing in accordance with manufacturer's instructions for indicated project conditions.

B. Fabrication of other indicated sheet metal items is specified in Section 07600.

PART 3- EXECUTION

3.01 EXAMINATION

A. Verification of Conditions: Ensure that decks to receive slate roofing conform to requirements specified in slate manufacturer's instructions.

B. Contractor's Examination:

1. Contractor shall examine conditions under which construction activities of this section are to be performed, then submit written notification if such conditions are unacceptable.

2. Transmit two copies of Contractor's report to Consultant within 24 hours of receipt.

3. Beginning construction activities of this section before unacceptable conditions have been corrected is prohibited.

4. Beginning construction activities of this section indicates installer's acceptance of conditions.

3.02 PREPARATION

A. General

1. ONLY REMOVE AS MUCH OF THE EXISTING ROOF SYSTEM AS CAN BE COMPLETELY COVERED AND SEALED BY THE NEW UNDERLAYMENT AT THE END OF EACH DAY'S WORK.

a. Underlayment shall not be exposed for more than 14 days before covered by new slate. Complete slate installation in each roof area before proceeding to new roof areas.

2. Coordinate slate installation with flashing and other work integral with slates.

3. Secure all vent stacks, curbs, and other penetrations to substrate before starting slate installation.

B. Selective Demolition: refer to Section 02070.

3.03 FLASHING INSTALLATION

A. Intersections of Roof Surfaces and Abutting Vertical Surfaces:

1. Install continuous 36 inch wide strips of waterproof membrane material to extend 30 inches across roof deck and 6 inches up vertical surface.

2. Install continuous metal flashing to extend 6 min. inches up vertical surface.

3. At locations where vertical surface will abut top edge of slate, install metal flashing to extend 6 inches up vertical surface, form metal flashing to extend minimum 6 inches over slate, and form 1/2 inch return hem at edge of metal.

4. Form saddle flashing for protrusions through roof in accordance with manufacturer's instructions.

B. Fabricated Sheet Metal Items: Installation is specified in Section 07600.

3.06 SLATE REPAIR INSTALLATION

A. General:

1. Install in accordance with the manufacturer's instructions and NRCA's "The NRCA Steep Roofing Manual," whichever is more restrictive.

2. Cutting of slate shall be by hand operated trimming machines and hand nibblers. Saw cuts are not acceptable. Slate shall be cut from the backside to produce chamfered edges.

3. Coordinate the installation of roof mounted components or work projecting through the roof with weather tight placement of counter flashing.

4. Repair torn or damaged materials before roofing over. Use runways over materials installed in place.

5. Align succeeding courses of slates to assure the overlapping slates shall be jointed approximately 3 inches from the edge of the underlying slate. Vertical edges shall be a minimum of 1 inch inside of nail holes from the previous course.

6. All hip, valley, ridge and penetration details shall be completed each day as work progresses across the roof.

B. Eave

1. Start the first course using a full width slate with the chamfered edge down over a cant strip of appropriate thickness.

C. Field of roof:

1. Align each slate so that the horizontal lines are parallel to the eave line and eave lines are at right angles with the rake.

2. Cracked or broken slate shall not be installed nor allowed to remain on the roof.

3. Align each slate to allow a minimum of 1/16 inch between slates, do not abut slates tightly.

4. Cut slates at roof penetrations, to match the angle of hips, valleys and elsewhere as required in a manner not to damage or weaken slates.

6. Where pieces of cut slates, especially at hip and valley areas, are too small to nail, secure them with approved wired hangers.

7. Slate shall extend 1 inch beyond the fascia detail.

8. Position slate square with building lines and parallel with roof slope.

9. Installed head lap shall be:

   a. 4 inch minimum for slopes up to 6:12.

10. Nominal exposure shall be:

   a. Match the existing condition.

D. Saddle Hip:

1. Notch the starter slate and the first course of slate at hips to allow placement of hip nailers.

2. Cut field slate to fit in place next to the hip nailer as each succeeding course of field slate is installed.

3. Install continuous waterproof flashing from the lowest point to the highest point of the hip. Flashing shall be one inch narrower on each side of the hip than the hip slate.

4. Snap a hip reference line from the eave to the peak to align hip slates on each side of the hip.

5. Begin hip slate application with a starter hip slate placed topside down.

6. Begin hip slate installation at the downward edge of the roof. Shingle slates over each unit lapping the previous slate. Trim the first slate to be flush with the first course of eave slate.

4. Snap a hip reference line from the eave to the peak to align hip slates on each side of the hip.

5. Begin hip slate application with a starter hip slate placed topside down.

6. Begin hip slate installation at the downward edge of the roof. Shingle slates over each unit lapping the previous slate. Trim the first slate to be flush with the first course of eave slate.

7. Lay hip slate snug to abutting shoulder. Nail to the hip nailer using two slate nails. Nails shall be of sufficient length to penetrate 3/4 inches into supporting member.

5. Hip slate exposure and width shall be the same as field slate exposure. Install hip step membrane flashing with each succeeding course of hip cap.

6. No exposed nails are allowed, fit the last hip with relation to the ridge so that it is fastened in line with the top of the finishing course.

7. Install sheet metal flashing as specified in Section 07600.

8. Install grout end enclosures in hip and ridge slate.

E. Saddle Ridge:

1. Lay hip slate snug to abutting shoulder. Nail to supporting member using one or two slate nails, depending on the number of holes provided in the slate. Nails shall be of sufficient length to penetrate 3/4 inches into supporting member.

2. Begin hip slate installation at the downward edge of the roof. Shingle slates over each unit lapping the previous slate.

4. Begin ridge slate installation at the leeward end (west or north) of the ridge to orient each ridge slate overlap away from the prevailing wind.

5. No exposed nails are allowed, except the last slate on upslope end of the hip or the windward end of the ridge. Cover the nail head with joint sealer.

6. Install sheet metal flashing as specified in Section 07600.

7. Install grout end enclosures in hip and ridge slate.

F. Rakes:

1. Install rake slates to overhang fascia approximately 1 inch, beginning at the lowest point on the rake edge. Fasten using two slate nails of sufficient length to penetrate 3/4 inch into the supporting member.

G. Nailing

1. Nails shall not be driven with heads forced against the slate, drawing the slate tightly against the substrate.

2. Nails shall be driven so the nail head clears the surface of the slate and the slate hangs on the nail.

PART 1 – GENERAL

1.01 DESCRIPTION

A. Furnish and install Majestic Slate Tile Roofing System as specified in the Contract Documents and roof plan.

B. Furnish and install this Majestic Slate Tile Roof System in strict accordance with specifications and drawings approved by EcoStar.

C. Related Work

1. Metal flashing work is not covered in this specification since EcoStar does **NOT** warrant metal flashing. EcoStar advises that metal flashing and securement of metal should be to industry standards (SMACNA) to prevent the metal from pulling free or buckling. EcoStar also suggests that all flashing metal be copper, stainless steel or an equally long-term material.

2. EcoStar Attic Guard Ridge Ventilation product must be used on those projects that will be using a ridge ventilation system. If a ridge ventilation system is not to be used on the project, another form of ventilation may be used, but will not be covered by any EcoStar warranties. EcoStar advises that a ridge style venting system be utilized to insure the best possible air movement and to provide the best aesthetic appearance to the roofing system.

1.02 QUALITY ASSURANCE

A. To qualify for an EcoStar Gold Star Warranty, an authorized EcoStar Gold Star Applicator must install system.

B. There shall be no deviation made from this specification without written approval from EcoStar prior to the start of the roofing project.

C. For an EcoStar Gold Star Warranty, upon completion of the installation, an inspection must be conducted by a Technical Representative of EcoStar to ascertain that the roofing system has been installed according to EcoStar's most current published specifications and details. This inspection is not intended to be a Final Inspection for the benefit of the Owner, but for the benefit of EcoStar to determine whether a warranty shall be issued.

D. It is the authorized Gold Star roofing applicator's responsibility to adhere to all applicable building codes (local and national) and to have or acquire the appropriate licenses and permits for the roofing system installation requirements and limitations in their local areas applicable at the time of the bid.

E. Specific testing requirements:

1. Class C Fire Resistance – UL 790 Test Standard
2. Class 4 Impact Resistance – UL2218 Test Standard
3. 110 mph wind load – PA100-95 Test Standard
4. Wind uplift – 105 lbs / sq ft - UL1897 Test Standard

1.03 SUBMITTALS

A. Submit an "EcoStar Gold Star Project Survey" to EcoStar Technical Department for approval **PRIOR** to the job start to enable the Technical Department to approve and assign a job number to the project.

1. The "EcoStar Gold Star Project Survey Form" must be filled out completely and accurately to include any prior deviations approved from this specification, including a roof drawing showing all dimensions, all penetrations, and roof slope.

B. When an EcoStar Gold Star Warranty is desired, EcoStar must be contacted **PRIOR** to project bid and installation. Information may be required for wind design and slope requirements.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Deliver materials in original unopened packages.

B. Packages shall be labeled with manufacturer's name, brand name, installation instructions and identification of various items.

C. All tile materials must be stored between 45° F. and 80° F. If exposed to lower temperatures, restore to 45° F minimum temperature before using.

D. Store all materials in a dry protected area. Damaged materials must **NOT** be used. Installed materials found to be damaged shall be replaced at Gold Star Authorized Applicator's expense.

1.05 JOB CONDITIONS (CAUTIONS AND WARNINGS)

A. Contact EcoStar Technical Department for procedures when installing a Majestic Slate Tile Roof System during temperatures less than 45° F.

B. Do not install the Majestic Slate Tile Roof System directly over existing asphalt shingles or existing tile roof systems. All existing roof materials **MUST** be removed prior to installation of the Majestic Slate Tile System.

C. Roofing surface must be free of ice, water, or snow prior to and during the roofing project.

1.06 WARRANTY

A. EcoStar will provide the Gold Star Warranty for those materials supplied by EcoStar when the project is completed by an authorized EcoStar Gold Star Applicator and all required materials have been utilized within the roof system.

B. Only when an EcoStar Technical Representative has inspected and approved the completed installation will an EcoStar Gold Star Warranty be issued.

C. The warranty is available for all types of buildings and structures.

D. The warranty period is expressed on the warranty certificate, which reflects the inclusive dates of coverage.

E. The warranty does **NOT** cover the aesthetic appearance of the Majestic Slate Tiles. Care should be taken by the EcoStar Authorized Gold Star Applicator to insure that proper blending of the tiles occurs. When improper blending occurs the aesthetic appearance of the roof can be effected

negatively. Blending should occur from a minimum of seven bundles from each pallet. It is highly suggested that **all** material be on site to blend from.

PART 2 – PRODUCTS

2.01 GENERAL

A. All Components of the Majestic Slate Tile Roof System are to be products manufactured or supplied by EcoStar, a Division of Carlisle SynTec Incorporated.

NOTE: Only products supplied by EcoStar, a Division of Carlisle SynTec Incorporated are included in the warranty unless otherwise specified and approved in writing by EcoStar, a Division of Carlisle SynTec Incorporated.

2.02 TILES

A. Majestic Slate Tile color selection shall be made prior to bid opening and shall conform to one of the following colors:
[X]Black [X] Midnight Gray [ ] Federal Gray

2.03 RELATED MATERIALS

A. Underlayment

1. AquaGuard – a roofing underlayment recognized for use as an alternative to Type 30 roofing underlayment, consisting of spunbonded polypropylene coated with a layer of U.V. stabilized polypropylene on both sides, meeting requirements of ASTM D2626, referred to as 30 lb and without perforations.

2. Glacier Guard Ice & water underlayment –Granular Surface (55 mil), Smooth Surface (40 mil), or Smooth Surface High Temperature (40 mil), a composite membrane consisting of fiberglass reinforced rubberized asphalt laminated to an impermeable polyethylene film layer (Smooth Surface & Smooth Surface High Temperature) or coated with a granular surface providing maximum skid resistance (Granular Surface).

B. Fasteners

1. AquaGuard

a. Roofing nails with one inch (1”) diameter round or square head, plastic or metal, and ¾” long shank. Metal parts of fastener are to be corrosion resistant.

2. Tile Fasteners

a. EcoStar Roofing Nail with a 3/8” diameter head and a minimum of 1-1/2” long shank made from stainless steel. Nails can be supplied either as a hand drive style or in coils for use in pneumatic tools.

NOTE: EcoStar Roofing Nails when used in the Majestic Slate Roof System are included in the EcoStar Warranty.

PART 3 - EXECUTION

3.01 SUBSTRATE CRITERIA

A. The Building owner or Owner's Representative is responsible for providing and determining that the substrate is suitable to receive the Majestic Slate Tile Roof System and the authorized EcoStar Gold Star Applicator should not proceed until all defects have been corrected.

B. The Majestic Slate Roof System may only be applied over:
   1. Minimum ½" plywood or OSB decking
   2. Minimum 1" tongue and groove wood decking
   3. Approved metal deck systems – for specifics contact EcoStar Technical Department.

C. Minimum slope of substrate for installation of Majestic Slate Roof System shall be a minimum of 3/12 for 6" exposure installation and a minimum of 6/12 for 7" exposure installation. Contact the EcoStar Technical Department for approval of applications on lower slopes or exceptions to this requirement.

3.02 SUBSTRATE PREPARATION

A. The Building Owner or Owner's Representative is responsible for ensuring that all wet or damaged substrate has been removed in a re-roofing application.

B. Existing roof material **MUST** be removed and a clean substrate free of foreign material be provided prior to the installation of the Majestic Slate Tile Roof System. Majestic Slate Tiles may **NOT** be installed directly over any existing roof material or system.

3.03 INSTALLATION

A. Flashing & Sheet Metal – Install sheet metal and flashing metal in all valleys and where required on projections furnish in accordance with Section 07634.

B. Where required, install metal starter strip at all eaves and roof edges. Furnish metal in accordance with Section 07634.

C. EcoStar suggests that all metal work be made from copper, stainless steel or an equally long-term material.

D. Underlayment.

   1. Glacier Guard Ice and water underlayment:

      a. Lap end joints 6" and side joints 3.5"

      b. Apply continuous 36" wide sheet in valley centered over valley.

      c. Apply rows of 36" wide sheets along all eaves and rakes. Lap end joints 6" and side joints 3.5".

      d. Apply rows of 36" wide sheets along and around all dormers and roof projections. Lap end joints 6" and side joints 3.5".

e. When applicable install as far as it can be installed on any head walls or vertical walls a minimum of 12".

f. Do not leave Glacier Guard Granular Surface exposed to weather more than 14 days after beginning of installation. Do not leave Glacier Guard Smooth Surface exposed to weather more than 30 days after beginning of installation. Do not leave Glacier Guard Smooth Surface High Temp exposed to the weather more than 60 days after the beginning of installation.

2. AquaGuard

a. Apply 41.5" wide sheet over complete deck, lapping the area covered with Glacier Guard ice and water underlayment. Lap end joints 6" and side joints 4" and double through valleys.

b. Do not leave exposed to weather more than 90 days after beginning of installation without written approval of owner.

c. Do not leave any fastener heads exposed. Nail only in areas to be covered by lapping of underlayment.

E. Majestic Slate Tile Installation

1. After installing underlayment and before installing the Majestic Slate Tiles, clean the surface of debris and dirt.

2. Beginning at the eave, install a layer of Majestic Slate tiles gapped a minimum of 3/8" between tiles and any projections, with two roofing fasteners per tile (in location shown on tiles). This layer of tiles will become the starter row. Install another layer of tiles in the same manner as the first with the exception of the second layer having a ½ tile offset to the first layer.

3. Continue installing tiles per the chosen exposure.

4. Care must be taken to place tiles so color variations are evenly distributed over the entire roof area. Tiles between bundles and pallets **MUST** be shuffled to insure even distribution of color variations. "Patchy" or "Blotching" in appearance is not acceptable and the EcoStar Authorized Gold Star applicator will be required to correct. It is recommended that work not begin until all EcoStar materials have been delivered to the job site.

5. It is the responsibility of the Gold Star Authorized Applicator to insure that all Majestic Tiles are bent back in a downward curve prior to installation. **Do not install tiles with an upward curve.**

6. Either an open or closed valley design may be used.

a. With an open valley design leave a minimum of 2" on each side of the center of the valley exposed and uncovered by the roof tiles. A V-Style or W-Style Valley metal may be used.

b. With a closed valley design cut the tiles in a straight line to fit no closer than 3/8" against tile of adjoining roof slope.

7. Minimum Fastening – No less than 2 EcoStar Fasteners per tile shall be used with a minimum length of 1-1/2”.

8. CAUTION: When using a pneumatic nailer care should be taken to insure that nails are not over driven causing the tiles to curl upward. If tiles have been installed with over driven nails causing the ends of the tile to curve upward, tiles will never lay flat. Overdriven tiles must be removed and re-nailed properly.

9. Install EcoStar Attic Guard ridge vent system per the manufacturer’s application instructions, and then place the Majestic Slate Ridge Tile over the ridge vent. A minimum 2” stainless steel, hand-driven EcoStar fastener should be used to fasten the hip/ridge tile to the deck. Place fasteners in the location marked on the tile. Majestic Slate Ridge Tile must be installed with 6” exposure.

10. Majestic Slate Tiles may not be installed if the tiles have been stored in temperatures lower than 45° If tiles have been stored in temperatures below 45° F., tiles must be brought back to an ambient material temperature of 45° F. As the temperature rises Majestic Slate will expand beyond the designed installation pattern if the product is installed while cold or frozen.

11. Do not install tiles directly adjacent to each other. A minimum gap of 3/8” must be maintained between installed tiles.

12. After the initial row of tiles has been installed, it is recommended that a chalk line be placed parallel to the roof edge and running perpendicular to the first row of tiles. This chalk line will insure that the tiles stay true and plumb to the roof edge throughout installation.

13. Care must be taken to minimize foot traffic over completed areas of the roof. Majestic Slate tiles will show mud and dirt and cause appearance problems. The removal of dirt and debris is the responsibility of the applicator.

14. Majestic Slate Tiles can be slippery when wet, caution should be exhibited with early morning dew and after rain. EcoStar suggests the use of toe boards and OSHA approved harnesses and safety equipment at all time.

15. Upon completion of the roof system installation, inspect and remove all debris from roof, sweep clean and wash with a mild, non-bleaching detergent.

FLUID-APPLIED MEMBRANE

PART 1 GENERAL

1.01 SUMMARY

A. GE SCM3500, manufactured by Momentive Performance Materials, Inc., is a high solids, solvent-free, alkoxy-based silicone roof coating which moisture cures to a durable, breathable, waterproof barrier which is highly resistant to degradation from UV and natural weathering. GE SCM3500 may be used to top coat existing metal roofs for restoration and longevity.

B. Scope: Installation of GE SCM3500 silicone roof coating, labor and accessory materials.

C. Exclusions: This guide specification does not include: repair or replacement of roof accessory items such as vents, expansion joints, drains, penetrations and mechanical equipment; evaluation and correction of roof load capacity or wind uplift resistance.

1.02 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Product Data: Technical Data Sheets and SDSs for all products used on project.

C. Shop Drawings: Drawings indicating scope of work and roofing details.

D. Samples: Cured coating samples.

E. Sample Warranty (optional; see Section 1.06)

F. Certificate: Certify that products meet or exceed specified requirements.

G. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.

1.03 QUALITY ASSURANCE

A. Manufacturer Qualifications: GE SCM3500 high solids, silicone roof coating supplied and manufactured by MPM (Momentive Performance Materials, Inc.) are approved for and shall be used on this project. Upon request, MPM will provide certification that all MPM materials meet the physical properties required by the specification.

B. Adhesion Test: Prior to estimating coating restoration project, conduct an adhesion test in accordance with MPM adhesion testing procedures to determine if a primer or other specific surface preparation is required.

C. The silicone coating manufacturer shall have a minimum of 20 years' experience in the manufacture of silicone roof coatings. The coating shall have an Underwriters Laboratories (UL) Listing, Factory Mutual (FM) Class 1, 4470 Approval and a Miami-Dade NOA (Notice of Acceptance).

D. Contractor Qualifications: The contractor shall be approved by MPM and eligible to offer a GE SCM Silicone Ten (10) year Labor & Material Warranty.

E. Deviations: Any deviation from this specification must be approved in writing by MPM.

F. Field Quality Control: Upon completion of the roof coating project, an inspection by MPM's designated third-party inspection agency may be required. Consult with MPM for specific requirements.

1.04 DELIVERY, STORAGE AND PROTECTION OF MATERIALS

A. Delivery: All products shall be delivered in the original, factory-sealed drums, pails or other containers. All product containers shall be labeled with the manufacturer's name and address, product name and description, product date/expiration date and batch/lot number.

B. Materials damaged during shipment, delivery or storage shall not be used on this project without approval of MPM.

C. Handling and Storage: Store GE SCM3500 containers between 15°F-109°F (9.44°C-42.78°C). Other materials shall be stored in accordance with the appropriate material's TDS. Keep all products out of direct sunlight and protected from extreme temperatures.

D. SDSs and TDSs for all materials used on this project will be kept on site and reviewed by appropriate personnel before use.

1.05 FIELD CONDITIONS

A. All mechanical units, skylights, vents and other protrusions and other rooftop accessories should be in place prior to surface preparation and coating application commences.

B. All mechanical units should be adjusted or shut down to prevent fumes and odors from entering the facility.

C. Mask or otherwise protect all surfaces not to be prepared and/or coated to prevent overspray damage. Use wind screens as appropriate.

D. Review existing and imminent weather conditions (including potential for extreme temperatures, relative humidity, frost, dew, and precipitation) to assure that coating and accessory material will have sufficient curing time.

E. Temperature at the time of application of the GE SCM3500 roof coating application should be above 15°F (9.44°C) to allow coating to cure properly.

F. Apply GE SCM3500 roof coatings only to clean, dry and secure surfaces.

G. Protect GE SCM3500 roof coating from foot traffic or other potential abuse during the curing process. The coating is considered cured when it is tack free and sufficiently durable to withstand roof traffic.

H. All work performed under this specification must be in accordance with all appropriate local, state and federal regulation.

I. While cured GE SCM3500 roof coating is unaffected by ponding water conditions, various professional roofing associations (including NRCA) consider ponding water undesirable and recommend that roofs be designed for positive drainage. Corrective action should be considered, prior to application of GE SCM3500 roof coating, to correct existing ponding conditions and/or drainage deficiencies.

1.06 WARRANTY

A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.

PART 2 PRODUCTS

2.01 MANUFACTURERS - SILICON COATING

A. GE SCM3500 high solids, solvent-free, alkoxy-based, moisture-cured, silicone roof coating supplied and manufactured by Momentive Performance Materials, Inc., Waterford, NY.

B. Physical Properties shall be tested in accordance with ASTM D6694 as indicated in the table below.

	Property	ASTM Standard	Value
1.	Tensile Strength	D2370	200 psi min
2.	Elongation at Break (73°F)	D2370	500% min
3.	Volume Solids	D2697	90% min
4.	Weight Solids	D1644	90% min

C. EPDM WASH SOLUTION

1. A. GE Primer / Rust Inhibitor, Momentive Performance Materials, Waterford, NY. Refer to the GE Primer / Rust Inhibitor Technical Data Sheet for physical property information.\

D. METAL SEAM TREATMENT MATERIALS

1. GE SS1 Silicone Seam Sealer, Momentive Performance Materials, Waterford, NY. Refer to the GE SS1 Seam Sealer Technical Data Sheet for physical property information.
2. UltraSpan UST / USM pre-cured silicone transition sheets and molded corners, Momentive Performance Materials, Waterford, NY. Refer to the UltraSpan Technical Data Sheet for physical property information.

3. CAULK/SEALANT: SCS2000 SilPruf silicone sealant and adhesive, Momentive Performance Materials, Waterford, NY. Refer to the SCS2000 Technical Data Sheet for physical property information.
4. Polyester Fabric: Hanes stitch-bonded polyester reinforcing fabric in 4.0”, 6.0” or 12.0” widths. Refer to the Hanes Fabric Technical Data Sheet for physical property information.

E. ACCESSORY MATERIALS
1. Traffic Mats: Yellow Spaghetti (manufactured by Western Plastics, Inc. 800-325-3605) pressure bonded, non-woven pads (or in rolls) made of spaghetti like strands of flexible polyvinyl chloride, nominal thickness 5/16”.
2. Yellow Walkway Coating: GE SEC2400 Protection Yellow Silicone Coating

2.02 MEMBRANE AND FLASHING MATERIALS

PART 3 EXECUTION

3.01 EXAMINATION

3.02 METAL SURFACE PREPARATION

A. Adhesion Test: On a representative, prepared and dried surface in the field of the single-ply membrane, perform an adhesion test of the GE SCM3500 roof coating in accordance with MPM adhesion testing procedures. Report results to MPM Technical Support. Results will determine what, if any, additional surface preparation will be required.

B. Remove all loose dust and surface contaminants that would adversely affect the adhesion of the GE SCM3500 restoration coating by power washing, vacuuming, power sweeper, air blowing and/or other suitable mean.s. Apply GE Primer / Rust Inhibitor prior to application of GE SCM3500

C. Inspect drainage system to assure that drains are open and functional and meet building code requirements. Install additional drainage consistent with good roofing industry practice to eliminate potential for ponding water.

D. Thoroughly inspect and/or test the existing roof system for the presence of moisture within the roof assembly. Remove areas of wet substrate and replace with compatible materials.

E. Thoroughly inspect the entire Metal roof surface, details and accessories and correct defects such as cracks, seam splits, shrinkage, chalking, brittleness and alligatoring.
1. GE SS1 Seam Sealer shall be applied to all membrane cracks and seams. Application can be done by brush (50 wet mils) or trowel and may require 24 hours to cure prior to base and/or topcoat application.
2. Seams at metal laps are to be cleaned and re-sealed. The areas cleaned should extend 4" on each side of the seam. The seam is to be sealed with GE SS1 Silicone Seam Sealer. For all corners and transition areas (including areas prone to movement) use 4”, 6”, or 12” polyester fabric embedded in additional application of GE SCM3500. Avoid buckling or wrinkling of fabric in any area.
3. All seams and f l a s h i n g s must be thoroughly checked for loose areas, openings o r poor securement and are t o be re-fastened or removed. Any flashing or field panels that have stress cracks is to cleaned and sealed with GE SS1 Silicone Seam Sealer or reinforced with a layer of GE SCM3500 Silicone Coating and Hanes Polyester Fabric before silicone top coating is applied.
4. UltraSpan transition membranes may be required on certain specific conditions. Consult with MPM Technical Support for recommendations.

F. Inspect metal panels / plates and replace any fasteners which are loose or have backed out. Remove all loose fasteners and replace them with a larger diameter fastener to ensure there is a tight grip to the deck. If a tight grip is not achieved, remove the fastener and plate and relocate them at least 4” from the original location. Repair with compatible membrane. Primer / Rust inhibitor application or other surface preparation may be required based on the results of MPM adhesion testing procedures. Consult with MPM Technical Support for materials and procedures.

G. Required treatment of metal surfaces: Abrade and Clean all metal surfaces. Apply GE Primer / Rust Inhibitor at a minimum rate of 1.0 gal/200 ft2 using low-pressure spray, mop or roller; and allow to dwell on membrane for 15 - 120 minutes depending on ambient temperature and humidity. Rinse metal roof thoroughly to remove residue.

H. Seal membrane and flashings to adjoining surfaces. Install termination bar at all edges. Install counterflashing over all exposed edges.

3.03 COATING APPLICATION

A. The GE SCM3500 roof coating shall be applied uniformly in one or more coats at a theoretical application rate of 1.5 gal/100 ft2 to (10-year warranty) achieve a WFT (wet film thickness) of 24 mils and a minimum total DFT (dry film thickness) of 21 mils. NOTE: Theoretical coating application rate is based strictly on minimum wet film thickness requirements and must be increased for site-specific conditions such as surface texture, overspray loss, container and other residues, application technique and environmental conditions.

B. Required final DFT is 21 mils minimum on any given area of the roof surface. Apply additional coating as needed to meet this requirement.

C. Additional coats: When additional applications of coating are needed, allow sufficient cure time between applications to provide a stable working surface. Subsequent coating should be applied in a spray, roller or brush pattern perpendicular to the previous application.

D. Equipment: GE SCM3500 may be applied by spray equipment, roller or brush.

E. Cure: GE SCM3500 cures by reacting with ambient moisture. Cure time will be reduced at elevated ambient humidity and temperatures.

3.04 FINISHED COATING QUALITY CONTROL

A. The cured GE SCM3500 membrane should be monolithic and seamless, encapsulating the entire existing roof surface. The coating should be free of holidays, voids, pinholes and cracks. Apply additional coating as necessary to correct defects.

B. Minimum cured coating thickness is 21 mils DFT.

C. GE SCM3500 coating restoration projects are subject to pre-job, progress and final inspections by MPM, its designated third-party inspectors, or others subject to 10 year warranty requirements and contract documents.

3.05 SAFETY REQUIREMENTS

A. Refer to appropriate SDSs (Safety Data Sheets) for additional safety information.

B. Before starting to apply coating, primers or other materials, any potential sources of air entry into the building must be sealed off.

END OF SECTION 07 415

H. Pipe vent flashing shall be installed in accordance with the manufacturer’s instructions. Attach the base plate to the roof deck with the specified fasteners. Install roof covering to shed water.

3.07 PROTECTION

A. Form night seals at the threat of inclement weather and the completion of work each day. Moisture content above the material's equilibrium moisture content is grounds for rejection.

B. Provide a minimum of two (2) fire extinguishers within 20 feet of each asphalt kettle and two (2) fire extinguishers within 20 feet of each rooftop location judged by Owner's Fire Safety Representative to be a possible fire danger.

C. Protect building surfaces from staining caused by material spills or drippage. Do not permit traffic over finished roof surface.

3.08 ADJUSTING and CLEANING

A. Clean-up: Immediately upon competition of all work specified, the roof and jobsite area shall be cleared of all debris resulting from the Work. Temporary protection shall be removed. Proper disposal of all materials shall be the responsibility of the Contractor.

B. Damage or staining to the building or grounds resulting from the Work shall be cleaned or corrected to the original condition. Replace landscape plantings damaged during construction with comparable size and quality.

C. Clean out the gutters and downspouts. Replace slates broken or damaged during installation.

3.09 FINAL INSPECTION

A. Upon completion of the Work an inspection shall be made by the Consultant to ascertain that the roofing system has been installed according to the manufacturers published requirements. Observed defects shall be corrected as required to secure the specified warranty (s).

B. Work noted as deficient during the Final Inspection shall be repaired and corrected by the Contractor and made ready for reinspection within 5 working days

END OF SECTION

FLASHING AND SHEET METAL

GENERAL

1.01 SUMMARY: Include the following, and other flashing, sheet metal and similar components.

A. Alternate Bid work included:

1. Furnish and install new step flashings at all repair items – Item 3.

2. Furnish and install new counter flashings at all new step flashing and RTU penetrations as needed (roof replacement areas).

3. Re-fasten gutters at all locations identified as Item 2.

4. Furnish and install new 20 oz copper valley flashing as required at Item 5 .

5. Furnish and install new ridge flashing at slate roof areas.

1.02 RELATED SECTIONS:

A. Section 07315 – SLATE ROOFING

B. Section 07319 – MAJESTIC SLATE

1.03 SUBMITTALS

A. General: When several products or manufacturers are specified as being acceptable, Contractor has the option of choosing among those named. When either a single named product or system is specified, substitutions will be allowed only if the specified product or system becomes unavailable through no fault of the Contractor.

B. Required Contractor Submittal Items:

1. Sheet metal supplier's written technical information which demonstrate that materials to be installed comply with contract documents.

2. Manufacturer's standard color chart for selection of finish.

3. Warranty Specimens:

a. Sample copy of specified metal finish specified warranty stating obligations, remedies, limitations, and exclusions of warranty.

b. Certified letter indicating intent to supply Contractor Warranty from Section 01741 at the completion of work.

C. Submit proposed substitution a minimum of 10 days prior to bid date.

1. Latest edition of manufacturer's application instructions. Descriptive list of materials proposed and certificate of analysis reporting tested values of physical properties meet or exceed specified materials. Letter signed by manufacturer's corporate officer certifying that system and individual components meet all specification requirements. Make substitution request using the Construction Specifications Institute (CSI) Form 1.5C "Substitution Request (During the Bidding Stage)".

2. Reference list of no less than 5 completed projects of similar scope and no less than 5 successful projects a minimum of 5 years old with the requested substitution roof system within 100 miles of the specified project jobsite.

1.04 DELIVERY, STORAGE AND HANDLING

A. Deliver all materials in unopened boxes or uncut lengths and bundles.

B. Weatherproof tarpaulins are required to cover materials stored out in the weather. These materials must be on pallets with all plastic wrappers removed to prevent condensation. Packaging labels shall indicate appropriate warnings, storage conditions, lot numbers, and usage instructions.

1.05 DEFINITIONS

A. The Contractor is the business entity providing all labor, materials, equipment and services to complete the Work as specified in the Contract Documents.

B. Leaks shall be considered to occur when free water enters the roof assembly from defects in the waterproofing integrity of the installed roofing materials.

1.06 PROJECT CONDITIONS

A. Follow manufacturer's instructions regarding acceptable conditions for installation of materials.

B. Substrate: Before starting installation work, complete substrate installation. Substrate shall be smooth, dry, securely anchored and free of construction debris.

1.07 QUALITY ASSURANCE

A. All materials to be applied shall be compatible with the existing roof system.

B. The Contractor shall be trained and demonstrate proficient experience in the application of the specified materials. The Contractor shall be approved to install the materials of any manufacturer with a warranty still in effect on roof areas included in this scope of work.

C. Pre-construction conference: Prior to the start of work, a conference to be attended by all affected parties shall be held at the jobsite with the intent of coordinating activities to minimize disruptions to the building tenants. Roofing and sheet metal foreman shall be present.

1. The conference will not be held unless the Foremen are present. If the installation Foremen are different from those who attended the preconstruction conference, a new preconstruction conference will be held prior to the start of work.

D. Upon completion of the installation, an inspection shall be made by the Owner's representative to ascertain that the materials have been installed according to approved specifications and details. The inspection shall be scheduled only after receipt, by the Architect, of the Contractor's completed punch list. Upon approval of the project, the required warranties shall be issued.

E. Changes: Contractors are required to bid each listed line item as specified.

F. The application specifications of each material manufacturer's product shall be considered part of this specification and be followed if it is judged to be of higher quality in the completed roof system. In the event of a discrepancy between this specification and the manufacturer's specification, the Architect shall be the sole judge as to which procedure to follow. The contractor shall give written notice to the Architect of any discrepancy a minimum of three days prior to the bid date.

1.08 APPLICABLE STANDARDS:

A. Standards of the American Society for Testing and Materials (ASTM) as referenced herein.

B. National Roofing Contractors Association (NRCA) "Roofing and Waterproofing Manual", fourth edition.

C. State of Georgia, EPA and local building codes with regard to asbestos abatement shall be included as part of this specification.

D. Occupational Safety and Health Administration (OSHA) "Interim fall protection guidelines for residential construction", dated December 8, 1995 or most current standard.

E. "The Standard Building Code", 2000 edition, as published by the Southern Building Code Congress International and applicable local and State amendments.

F. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) "Architectural Sheet Metal Manual", Fifth Edition 1993.

1.09 WARRANTY

A. General: Warranty shall be provided at no additional expense to the Owner.

B. The warranty term shall be 5 years correcting leaks and defects resulting from workmanship on all installed materials. Contractor shall respond with correcting action within 24 hours of Owner's call.

PART TWO - PRODUCTS

2.01 GENERAL

A. General: Provide for expansion and contraction of system components due to air temperature and solar heat gain. Provide systems that will accommodate movement due to temperature change without buckling, failure of seals, undue stress on structural elements, reduction of performance or other detrimental effect.

B. Counter flashing, step flashing, drip edge, are Contractor fabricated components.

C. Requests for approved substitutions must be made in writing no later than 10 days prior to bid date. Submit complete product and test data as specified under SUBMITTALS for each proposed substitution.

2.02 STEP FLASHING

A. Step flashing is required at all roof-to-sloping vertical conditions. Fabricate the flashing to extend up the vertical surface 6 inches, onto the sloped surface 6 inches and up the slope minimum of 7 inches.

1. Fabricate using 16 ounce cold rolled copper.

2.03 COUNTER FLASHING

A. Counterflashing: Flashing shall have 3 inch notched end lap and 5 inch flashing face.

1. One piece manufactured with surface mount attachment. Fabricate using 16 ounce cold rolled copper.

2.09 OTHER MATERIALS:

A. Solder: Provide 50 - 50 tin/lead solder (ASTM B 32), with rosin flux.

B. Fasteners: Shall be of compatible material to the sheet metal components to avoid dissimilar metal corrosion.

1. Nails: 1 1/4 inch ring shank stainless steel or copper roofing nails.

C. Metal Accessories: Provide clips, straps, anchoring devices, and similar accessory units as required for installation of work, noncorrosive, size and gauge required for performance. Use materials compatible with fabricated metal to avoid dissimilar metal corrosion.

1. Continuous cleat to be galvanized steel one gauge heavier than coping or fascia metal.

PART THREE - EXECUTION

3.00 GENERAL

A. Provide for thermal expansion in all exposed sheet metal work exceeding 15'-0" in running length, except place flashing and trim expansion joints on 10'-0" maximum spacing. Locate expansion joints no closer than 2'-0" from corners and intersections. Conceal fasteners and expansion provisions wherever possible.

B. To the greatest extent practicable, shop fabricate all metal flashing, trim, expansion joints and similar items to comply with profiles and sizes indicated. Comply with industrial standards and the SMACNA "Architectural Sheet Metal Manual." Install in strict compliance with the manufacturer's printed recommendations, modified only as necessary to adapt the system to special conditions of the work.

C. No attachment through the exposed top surface of sheet metal is allowed on expansion joint covers. Saw cuts for field trimming of exposed metal is required, hand shears are not acceptable.

D. Where sheet metal flashing abuts a vertical surface, install protective counterflashing with minimum three (3) inch vertical face and minimum three (3) inch concealed transition. Secure vertical face to the substrate as a surface mount attachment using the appropriate fastener. Apply sealant at the top caulk edge and tool to shed water.

3.01 EXAMINATION

A. Examine substrate of the entire area to receive new roofing to determine that it is dry, free of debris and other irregularities and meets the material manufacturer's requirements for application of their product.

B. Prior to the installation, the contractor shall inspect the treated wood nailers to determine suitability for attachment of the perimeter metal system.

C. Notify the Owner's representative regarding unsuitable conditions before proceeding with installation. Commencing installation signifies acceptance by Contractor of substrate.

3.02 PREPARATION

A. Selective Demolition: refer to Structural Document prepared by D. Anthony Beale, dated 5/20/16 – Identified as Item S-1

B. Make all necessary corrections, repairing or replacing substrate materials, prior to application of flashing and sheet metal. Substrate materials shall be in a suitable condition recommended by the materials manufacturer.

3.03 STEP FLASHING

A. Install in strict accordance with NRCA Roofing and Waterproofing Manual. Step flashing shall extend up the vertical wall behind siding, cladding or metal counterflashing. On the roof each step flashing overlaps the underlying shingle by approximately 4 inches. Head lap shall be 2 inches. Attach step flashing using 2 nails above overlap from next step flashing and roofing cement in field of flashing.

3.04 COUNTER FLASHING:

A. General: Counter flashing shall cover the terminating edge of metal panels and flashing. Where exposed fasteners are used, neoprene gasket is required.

1. Align counterflashing metal so that a level line is kept across walls or curbs.

2. Form outside and inside corners by breaking counterflashing to extend twelve (12) inches onto each side. Install full length sections over corner pieces.

3. Lap ends of counterflashing three (3) inches at joints.

B. For surface mounted flashing install compressible elastomeric tape behind receiver to span substrate irregularities. Apply sealant at top edge of metal and tool to shed water.

1. Install fasteners spaced a maximum of 12 inches OC into substrates.

3.06 GUTTER

A. Refer to Section 07415 for installation of gutter flashing materials.

B. Installation

1. Re-fasten existing gutters using stainless hidden hangers to fit the 7” fabricated gutters. Shop Fabricated hangers will be reviewed and approved during the submittal process.

3.10 EXHAUST FAN COVERS

A. Clean the surfaces of the existing exhaust fan cover and curb. Apply one coat of epoxy paint to cover all metal surfaces to receive copper cladding. Install copper cladding over the prepared surfaces to completely conceal the existing metal cap and curb.

3.11 PROTECTION

A. Protect completed roof system from damage, the roofing contractor shall coordinate the use of temporary plywood walkways, wood planking and other precautions to protect the roof from damage by other trades.

B. Provide two (2) fire extinguishers within 20 feet of each rooftop location judged by Owner's Fire Safety Representative to be a possible fire danger.

3.12 ADJUSTING AND CLEANING

A. With the Owner's representative present, Contractor shall water test all gutters to demonstrate leak free performance. Any leakage shall be corrected by disassembling the deficient section, applying new sealant and new pop rivet attachment. Retest for leak free performance.

B. Clean-up: Immediately upon competition of all work specified, the roof and jobsite area shall be cleared of all debris resulting from Work. Temporary protection shall be removed.

C. Damage or staining to the building or grounds resulting from the Work shall be cleaned or corrected to the original condition. Replace landscape plantings damaged during construction with comparable size and quality.

3.13 FINAL INSPECTION

A. Upon completion of the scope of work, an inspection shall be made by the Architect, to ascertain that the materials have been installed according to the specified requirements. Observed defects shall be corrected as required to secure the specified warranty(s).

B. Work noted as deficient during Final Inspection shall be repaired and corrected by the applicator and made ready for reinspection within 5 working days.

END OF SECTION

PART I - GENERAL

1.01 SUMMARY

A. Base bid

1. Install new sealant at the top edge of all sheet metal counter flashing.

1.02 RELATED SECTIONS

A. Section 07600 – FLASHING AND SHEET METAL

1.03 SUBMITTALS

A. Required Contractor Submittal Items:

1. Product data sheets for each material required.

2. Color samples:

a. Submit samples of custom color sealant materials matching color sample provided by the Construction Consultant.

b. Samples shall be actual materials or literature depicting actual colors of standard color materials. Construction Consultant reserves the right to reject work not in conformance with selected colors, based upon samples submitted.

3. Shop Drawings: not required.

5. Contractor reference list of no less than three (3) projects of similar scope, successfully completed within the past year.

B. Adhesion compatibility test results: Submit a letter from sealant manufacturer indicating that adhesion and compatibility testing has been performed on actual samples of building and wall components. The letter shall state that materials are compatible and that adhesion is acceptable. Indicate requirements for primers or special preparation.

C. Manufacturer's Material Safety Data Sheets (MSDS) to be maintained by the Contractor at the worksite at all times.

D. Submit proposed substitution a minimum of 10 days prior to bid date.

1. Latest edition of manufacturer's application instructions. Descriptive list of materials proposed and certificate of analysis reporting tested values of physical properties meet or exceed specified materials.

that system and individual components meet all specification requirements. Make substitution request using the Construction Specifications Institute (CSI) Form 1.5C "Substitution Request (During the Bidding Stage)".

1.04 DELIVERY, STORAGE AND HANDLING

A. Deliver materials in their original unopened containers; display product name, type, grade and mixing instructions.

1.05 JOB CONDITIONS

A. Weather conditions:

1. Install no materials under adverse weather conditions or when temperatures are below or above those recommended by the manufacturer's product data or when substrate moisture content is above manufacturer's recommended level.

2. Proceed with work only when forecast weather conditions are favorable for joint cure and development of high early bond strength. Wherever joint width is affected by ambient temperature variations, install materials only when temperatures are in lower third of manufacturer's recommended installation temperature range.

B. Protection of adjacent surfaces:

1. Protect by applying masking material or manipulating application equipment to keep materials in joint. If masking materials are used, allow no tape to touch cleaned surfaces to receive sealant. Remove tape immediately after caulking, before surface skin begins to form.

2. Remove misapplied materials from surfaces by using solvents and methods recommended by manufacturer.

3. At surfaces from which materials have been removed, restore to original condition and appearance.

1.06 QUALITY ASSURANCE

A. Definitions:

1. Sealant: A weatherproof elastomer used in filling and sealing joints, having properties of adhesion, cohesion, extensibility under tension, compressibility and recovery; designed to make joints air and watertight. Material is designed generally for application in exterior joints and for joints subject to movement.

2. Caulking compound: A material used in filling joints and seams, having properties of adhesion and cohesion; not required to have extensibility and recovery properties, generally for application in interior joints not subject to movement.

3. Caulk: The process of filling joints, without regard to type of material.

4. Joint failure: A caulked joint exhibiting one or more of the following characteristics:

a. Air and/or water leakage.
b. Migration and/or reversion.
c. Loss of adhesion.
d. Loss of cohesion.
e. Failure to cure.
f. Discoloration.
g. Staining of adjacent work.
h. Development of bubbles, air pockets or voids.

5. Contractor: The business entity providing all labor, materials, equipment and services to complete the Work as specified in the Contract Documents.

B. Standards

1. Standards of the American Society for Testing and Materials (ASTM) as referenced herein.

2. State of Georgia, EPA and local building codes with regard to asbestos abatement shall be included as part of this specification.

3. Occupational Safety and Health Administration (OSHA) "Interim fall protection guidelines for residential construction", dated December 8, 1995 or most current standard.

4. "The International Building Code", 2006 edition, as published by the International Code Congress, Inc. and applicable local and State amendments.

5. "Manual of Practice", published by the Construction Specifications Institute (CSI), copyright 1996.

1.07 WARRANTIES

A. Installer's warranty: Warrant work to be watertight and free from defects in materials and workmanship, including joint failure, for a period of five (5) years. Refer to Section 01741.

B. Exterior sealant material warranty: Warrant exterior sealant to be free from defects in materials for a period of five (5) years.

C. Warranties shall begin at Date of Substantial Completion

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. General: All material shall be furnished, specified or approved in writing by the manufacturer.

B. Available Manufacturers: Subject to compliance with the specified requirements, products of the following manufacturers are approved:

1. BASF - Degussa Building Systems, Sonneborn(R) Building Products, ChemRex, Inc., 889 Valley Park Drive, Shakopee, MN 55379-9897; ASD. Tel: (800) CHEMREX (243-6739).

2. Sika, Inc., 201 Polito Avenue, Lyndhurst, NJ , 07071 Tel: 201-933-8800, fax: 201-804-1076.

3. Tremco, Inc., 3735 Green Road Beachwood, OH 44122, Tel: 216-292-5000, fax: 216-766-5543.

C. Requests for approved substitutions must be made in writing no later than 10 days prior to bid date. Submit complete product and test data as specified under Submittals for each proposed substitution.

2.02 ONE COMPONENT POLYURETHANE

A. Sonolastic NP1, Sikaflex 15 LM or Dymonic Smooth.

B. Characteristics

1. Type: One component moisture curing polyurethane. ASTM C 920, Type X, Grade NS, Class 25, use NT, M, A, G and O. 25% joint movement.

2. Colors: Standard colors as selected by Construction Consultant.

2.03 TWO COMPONENT POLYURETHANE

A. Sonolastic NP2, Sikaflex 2C NS or Dymeric 240.

B. Characteristics

1. Type: Two component chemical curing polyurethane. ASTM C 920, Type M, Grade NS, Class 25, use NT, T, A, G and O. 50% joint movement.

2. Colors: Standard colors as selected by Construction Consultant.

2.04 ACCESSORY MATERIALS

A. Joint cleaner: Type recommended by material manufacturer for substrates indicated.

B. Joint primer/sealer: Type recommended by material manufacturer for substrates, conditions and exposures indicated.

C. Bond breaker tape: Plastic tape applied to contact surfaces where bond to substrate or joint filler must be avoided for material performance.

D. Sealant backer rod: Open-cell polyurethane foam; no closed cell or modified closed cell rods allowed. Provide size and shape of rod to control joint depth.

E. Tooling agent: Agent recommended by material manufacturer to ensure contact of material with inner joint faces.

F. Sonolastic Primer: Primer 733 and 766 are solvent based surface preparation materials used for priming joints and substrates. Coverage rate is 35 – 40 square feet per pint, depending on the substrate.

PART 3 - EXECUTION

3.01 JOB MOCK-UP

A. Prepare, caulk and finish one mock-up sample of each joint condition.

B. Sample joints shall be approved by the Construction Consultant prior to beginning work. Approved, undamaged mock-up joints shall serve as a standard of quality for the remainder of the work.

3.02 JOINT SURFACE PREPARATION

A. Clean joint surfaces immediately before caulking joints. Remove dirt, insecure coatings, moisture and other substances that would interfere with bond. Saw cut loose mortar and joint filler removing deficient materials to the substrate.

B. Etch concrete and masonry joint surfaces to remove excess alkalinity, unless material manufacturer's product data indicates that alkalinity does not interfere with bond and performance. Etch with 5% solution of muriatic acid; neutralize with dilute ammonia solution; rinse with clean water and allow to dry before caulking.

C. Consult the manufacturer where primer is required. Metal surfaces such as copper, stainless steel and galvanized steel typically require use of primer. Kynar paint finished surfaces require use of Primer 733.

3.03 APPLICATION

A. Comply with caulking material manufacturer's product data, except where more stringent requirements are specified. Install sealant materials prior to the elastomeric wall coating have been applied.

B. Prime joint surfaces where recommended by material manufacturer. Do not allow primer/sealer to spill or migrate onto adjacent surfaces.

C. Install backer rod for caulking materials, except where recommended by material manufacturer to be omitted for application indicated.

1. Place backer rod to maintain recommended sealant thickness and profile.

2. Place rod at depth to provide sealant manufacturer's recommended sealant depth.

3. Do not twist rod during installation.

4. Place rod to minimize possibility of extrusion when joint is compressed.

5. Install bond breaker tape in lieu of backer rod for shallow, closed joints and as recommended by manufacturer's product data.

D. Employ installation techniques that will ensure materials are deposited in uniform, continuous ribbons without gaps or air pockets, with complete wetting of joint bond surfaces. Where horizontal joints are between a horizontal surface and a vertical surface, fill joint to form slight cove so that joint will not trap moisture and debris.

E. Do not allow materials to overflow onto adjacent surfaces. Prevent staining of adjacent surfaces.

F. Remove excess and misplaced materials as work progresses. Clean the adjoining surfaces to remove misplaced materials, without damage to adjacent surfaces or finishes.

G. Tool joints of non-sag sealant to concave profile and smooth, uniform surface, flush with edges of substrate. Maintain sealant depth-to-width ratio in accord with manufacturer's product data.

H. Cure sealant and caulking compounds in accord with manufacturer's product data to obtain high early bond strength, internal cohesive strength and surface durability. Protect uncured surfaces from contamination and physical damage.

3.04 CAULKING SCHEDULE (GENERAL INFORMATION)

A. Exterior vertical expansion joints: one component polyurethane.

B. Exterior joints between precast concrete units, including false joints: one component polyurethane.

C. Exterior joints in masonry, including control joints: one component polyurethane.

D. Joints between stucco panels: one component polyurethane.

E. Exterior joints at perimeter of aluminum framing systems: two component polyurethane.

F. Exterior joints at perimeter of hollow metal framing: two component polyurethane.

3.05 ADJUSTING and CLEANING

A. Remove wet primers, patching repair compounds and finish products from tools and equipment with water. Remove dried materials mechanically.

B. Clean-up: Immediately upon completion of all work specified, the roof and jobsite area shall be cleared of all debris resulting from the Work. Temporary protection shall be removed. Proper disposal of all materials shall be the responsibility of the Contractor.

1. Prior to curing, clean NP1 using warm soapy water.

2. Prior to curing, clean NP2 using Reducer 990 or xylene.

C. Damage or staining to the building or grounds resulting from the Work shall be cleaned or corrected to the original condition. Replace landscape plantings damaged during construction with comparable size and quality.

3.06 FINAL INSPECTION

A. Upon completion of the Work an inspection shall be made by the Construction Consultant to ascertain that the Work has been completed according to the contract documents and the manufacturers published requirements. Observed defects shall be corrected as required to secure the specified warranty (s).

B. Work noted as deficient during the Final Inspection shall be repaired and corrected by the Contractor and made ready for reinspection within 5 working days.

END OF SECTION

D. ANTHONY BEALE, LLC

CONSULTING STRUCTURAL ENGINEERS
8634 TUTTLE ROAD
SPRINGFIELD, VIRGINIA 22152
TEL: 202-669-2272 · FAX: 703-923-0075
Email: tonybeale2@gmail.com

E ~~FACSIMILE~~ MESSAGE

NAME: NORM CROUSE	COMPANY: BLUEFIN LLC
DATE: 5/30/12	TIME SENT: 10:40 PM
FROM: TONY BEALE	~~FACSIMILE NO.~~: ncrouse@bluefinllc.com
NUMBER OF PAGES (INCLUDING COVER PAGE):	PROJECT: 901 SHEPARD ST. N.W. WASHINGTON, D.C.

COMMENTS:

ATTACHED IS MY REPORT, PICTURES AND PHOTOS FOR THE ABOVE REFERENCED.

PLEASE CALL IF YOU EXPERIENCE ANY PROBLEMS WITH TRANSMISSION.

HARD COPY TO FOLLOW: YES NO

TRANSMITTED BY: TB

D. ANTHONY BEALE, LLC
CONSULTING STRUCTURAL ENGINEERS
8634 TUTTLE ROAD
SPRINGFIELD, VIRGINIA 22152
Cell: 202-669-2272 · FAX: 703-923-0075
Email: tonybeale2@gmail.com

DATE 5/20/16

TO BLUE FIN LLC

ATTN: NORM CROUSE

SUBJECT 801 SHEPARD ST. N.W.
WASHINGTON, D.C.

I RECENTLY VISITED THE ABOVE REFERENCED ADDRESS TO CONDUCT A STRUCTURAL EVALUATION OF THE DAMAGED ROOF TRUSS MEMBERS.

ALL DAMAGED AREAS SHOULD BE STRENGTHENED BY SISTERING EACH SIDE A MEMBER OF THE SAME SIZE (NOMINAL). THESE SISTER MEMBERS SHOULD EXTEND A MINIMUM OF 2'-0" BEYOND THE DAMAGED AREAS AND BE ATTACHED WITH TWO ROWS OF 12d NAILS SPACED AT 3" IN A STAGGERED PATTERN.

THIS REPAIR WILL ASSURE THE STRUCTURAL INTEGRITY OF THESE MEMBERS.

DISTRICT OF COLUMBIA
D. ANTHONY BEALE
REGISTERED
PROFESSIONAL ENGINEER
5/20/16

SIGNED

☐ PLEASE REPLY ☐ NO REPLY NECESSARY

Attachment C

Attachment C

[Offeror's Letterhead]

[Insert Date]

George G. Lewis,
Interim Associate Director/Chief Contracting Officer
Department of General Services
2000 14th Street, NW
Washington, D.C. 20009

Reference: Invitation for Bid – **DCAM-17-CS-0008**
ROOF IMPROVEMENT AT MPD PATROL SERVICE BUREAU

Dear Mr. Lewis:

On behalf of [INSERT NAME OF BIDDER] (the "Bidder"), I am pleased to submit this bid in response to the Department of General Services' (the "Department" or "DGS") Invitation for Bid (the "IFB") to complete partial roof restoration at the Patrol Service Bureau. The Bidder has reviewed the IFB and the attachments thereto, any amendments thereto, and the proposed Form of Contract (collectively, the "Bid Documents" or "Contract Documents") and has conducted such due diligence and analysis as the Bidder, in its sole judgment, has deemed necessary in order to submit its bid in response to the IFB. The Bidder's Bid is based on the Bid Documents as issued and assume no material alteration of the terms of the Bid Documents (collectively, the bid and the Lump Sum Price are referred to as the "Bidder's Bid.").

The Bidder's Bid is as follows:

CLIN	**Base Requirements**	**Lump Sum Price**
001	Remove and Replace (partial replacement) existing slate roofing over the Activity Center to repair damaged wood plank decking along the parapet gable (Section D-1, R 1.0 – approximately 2,200 sq ft with approx. 400 sq ft of wood plank decking replacement). Replacement Specification is based on the specifications of Carlisle EcoStar Majestic Slate.	$
002	Structural Repairs to the wood trusses to be completed in accordance with the attached letter from the Structural Engineer, D. Anthony Beale, dated 5/20/16. Areas of repair are identified as Item S-1, R 1.0, and will be made available for inspection at the pre-bid walk-through.	$
	Total Base Lump Sum Price	**$**

CLIN	Add Alternate Requirements	Lump Sum Price
003	Alternate 1: Remove and Replace existing slate on the balance of Roof Area D (balance is approximately 4,100 sq ft). Replacement Specification is based on the specifications of Carlisle EcoStar Majestic Slate.	$
004	Alternate 2: Prepare existing metal roof surface to receive new Elastomeric reinforced coating to provide a manufacturer's 10 year warranty. Specifications will be based on GE SCM3500 Momentive Coating. (approx. 2,100 sq. ft.) Item 1 R 1.0.	$
005	Alternate 3: Furnish and install new replacement slate tiles at Roof Area B, G, C and E (All other slate roof areas) where the existing slate is cracked, damaged or missing. An allowance of 200 slate should be used as an estimating baseline. Unit costs will be requested for additional repairs if the need has been established by the on-site inspector, DGS Project Manager and Contracting Officer.	$
006	Alternate 4: Remove existing slate along the valley sections, approximately 20" from the valley line identified as Item 5. Install new ice and watershield, centered on the valley line, 16 OZ Copper valley metal and reinstall existing removed slate supplemented by new slate as needed to complete the detail. Item 4 R 1.0.	$
007	Alternate 5: Remove approximately 40" of the existing slate along the step flashing sections at the North Side Chimneys (identified as Item 5) to accommodate new ice and watershield to be applied at the deck and onto the vertical surface of the chimney (removing the existing step-flashing first). Reinstall the existing slate and new 6 x 6 (fabricated to fit the existing slate) 16 oz. copper step supplemented with new slate as needed to complete the detail - Item 3, R 1.0.	$
008	Alternate 6: Apply new rubberized asphalt sealant "packing" to the ridge slate as needed for preventative maintenance – Item 4 R 1.0.	$
009	Alternate 7: Re-fasten gutters at all locations identified as Item 2, (Green Line) R 1.0.	$
	Total Add Alternate Lump Sum Price	$

The following are unit prices for specific portions of the Work as listed:

CLIN	Item Description	Unit Price
010	Additional wood joist repair – scab and splice	$ / location
011	Additional wood deck plank repairs	$ / sq ft
012	Masonry Tuckpointing	$ / linear ft
013	Damaged slate replacement	$ / 20 qty case
014	Project Manager	$ / hour
015	Superintendent/Foreman	$ / hour
016	Roofer	$ / hour
017	Sheetmetal Laborer	$ / hour
	Total Unit Price	**$**

GRAND TOTAL *(Total Base Lump Sum Price + Total Add Alternate Lump Sum Price + Total Unit Price)*	**$**

The Bidder's Bid is based on and subject to the following conditions:

1. The Bidder agrees to hold its bid open for a period of at least one hundred twenty (120) days after the IFB closing date.

2. Assuming the Bidder is selected by the Department and subject only to the changes requested in paragraph 5, the Bidder agrees to enter into a contract with the Department on the terms and conditions described in the Bid Documents within ten (10) days of the notice of the award.

3. Both the Bidder and the undersigned represent and warrant that the undersigned has the full legal authority to submit this bid form and bind the Bidder to the terms of the Bidder's bid. The Bidder further represents and warrants that no further action or approval must be obtained by the Bidder in order to authorize the terms of the Bidder's bid.

4. The Bidder and its principal team members hereby represent and warrant that they have not: (i) colluded with any other group or person that is submitting a bid in response to the IFB in order to fix or set prices; (ii) acted in such a manner so as to discourage any other group or person from submitting a bid in response to the IFB; or (iii) otherwise engaged in conduct that would violate applicable anti-trust law.

5. The Bidder hereby certifies that neither it nor any of its team members have entered into any agreement (written or oral) that would prohibit any contractor, subcontractor or subconsultant that is certified by the District of Columbia Office of Department of Small and

Local Business Enterprises as a Local, Small, Resident Owned or Disadvantaged Business Enterprise (collectively, "LSDBE Certified Companies") from participating in the work if another company is awarded the contract.

6. This Form of Offer Letter and Bid Form are being submitted on behalf of [INSERT FULL LEGAL NAME, TYPE OF ORGANIZATION, AND STATE OF FORMATION FOR THE BIDDER].

Sincerely,

Company: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Attachment D

BIDDER/OFFEROR CERTIFICATION FORM

COMPLETION

The person(s) completing this form must be knowledgeable about the bidder's/offeror's business and operations.

RESPONSES

Every question must be answered. Each response must provide all relevant information that can be obtained within the limits of the law. Individuals and sole proprietors may use a Social Security number but are encouraged to obtain and use a federal Employer Identification Number (EIN). Provide any explanation at the end of the section or attach additional sheets with numbered responses. Include the bidder's/offeror's name at the top of each attached page.

GENERAL INSTRUCTIONS

This form contains four (4) sections. Section I concerns the bidder's/offeror's responsibility; Section II includes additional required certifications; Section III relates to the Buy American Act (if applicable); and Section IV requires the bidder's/offeror's signature. Please note, a determination that a prospeactive contract is found to be "not responsible is final and not appealable.

SECTION I. BIDDER/OFFEROR RESPONSIBILITY CERTIFICATION

Instructions for Section I: Section I contains eight (8) parts. Part 1 requests information concerning the bidder's/offeror's business entity. Part 2 inquires about current or former owners, partners, directors, officers or principals. Part 3 relates to the responsibility of the bidder's/offeror's business. Part 4 concerns the bidder's/offeror's business certificates and licenses. Part 5 inquires about legal proceedings. Part 6 relates to the bidder's/offeror's financial and organizational status. Part 7 requires the bidder/offeror to agree to update the information provided. Part 8 relates to disclosures under the District of Columbia Freedom of Information Act (FOIA).

PART 1: BIDDER/OFFEROR INFORMATION

Legal Business Entity Name:	Solicitation #:	
Address of the Principal Place of Business (street, city, state, zip code)	Telephone # and ext.:	Fax #:
Email Address:	Website:	

Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity and EIN used in the last five (5) years and the status (active or inactive).

Type:	Name:	EIN:	Status:

1.1 Business Type (Please check the appropriate box and provide additional information if necessary.):

☐ Corporation (including PC)	Date of Incorporation:
☐ Joint Venture	Date of Organization:
☐ Limited Liability Company (LLC or PLLC)	Date of Organization:
☐ Nonprofit Organization	Date of Organization:
☐ Partnership (including LLP, LP or General)	Date of Registration or Establishment:
☐ Sole Proprietor	How many years in business?:
☐ Other	Date established?:

If "Other," please explain:

1.2 Was the bidder's/offeror's business formed or incorporated in the District of Columbia? ☐ Yes ☐ No

If "No" to Subpart 1.2, provide the jurisdiction where the bidder's/offeror's business was formed or incorporated. Attach a Certificate or Letter of Good Standing from the applicable jurisdiction and a certified Application for Authority from the District, or provide an explanation if the documents are not available.

State _____ Country _____

1.3 Please provide a copy of each District of Columbia license, registration or certification that the bidder/offeror is required by law to obtain (other than those provided in Subpart 1.2). If the bidder/offeror is not providing a copy of its license, registration or certification to transact business in the District of Columbia, it shall either:

(a) Certify its intent to obtain the necessary license, registration or certification prior to contract award; or

(b) Explain its exemption from the requirement.

1.4 If your company, its principals, shareholders, directors, or employees own an interest or have a position in another entity in the same or similar line of business as the Bidder/Offeror, please describe the affiliation in detail.	
1.5 If any officer, director, shareholder or anyone holding a financial interest in the Bidder/Offeror has a relationship with an employee of the Department or any District agency for whom the Department is procuring goods or services, please describe the nature of the relationship in detail.	
PART 2: INDIVIDUAL RESPONSIBILITY	
Additional Instructions for Section I, Parts 2 through 8: *Provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).*	
Within the past five (5) years, has any current or former owner, partner, director, officer, principal or any person in a position involved in the administration of funds, or currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the bidder/offeror with any government entity:	
2.1 Been sanctioned or proposed for sanction relative to any business or professional permit or license?	☐ Yes ☐ No
2.2 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	☐ Yes ☐ No
2.3 Been proposed for suspension or debarment?	☐ Yes ☐ No
2.4 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	☐ Yes ☐ No
2.5 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or a plea bargain for: (a) Any business-related activity; or (b) Any crime the underlying conduct of which was related to truthfulness?	☐ Yes ☐ No
2.6 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	☐ Yes ☐ No
Please provide an explanation for each "Yes" in Part 2.	
2.7 In the past ten (10) years has the Bidder/Offeror had a contract terminated, in whole or in part, for any reason? If so, describe each such determination in detail.	
2.8 In the past ten (10) years has the Bidder/Offeror ever been assessed liquidated damages, costs to re-procure, costs to complete, or any other monetary damages under a contract? If so, describe each such assessment in detail.	
PART 3: BUSINESS RESPONSIBILITY	
Within the past five (5) years, has the bidder/offeror:	
3.1 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	☐ Yes ☐ No
3.2 Been proposed for suspension or debarment?	☐ Yes ☐ No
3.3 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any	☐ Yes ☐ No
3.4 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or plea bargain for: (a) Any business-related activity; or (b) Any crime the underlying conduct of which was related to truthfulness?	☐ Yes ☐ No
3.5 Been disqualified or proposed for disqualification on any government permit or license?	☐ Yes ☐ No
3.6 Been denied a contract award (in whole or in part, for any reason) or had a bid or proposal rejected based upon a non-responsibility finding by a government entity? If so, describe each such occurenece in detail.	☐ Yes ☐ No
3.7 Had a low bid or proposal rejected on a government contract for failing to make good faith efforts on any Certified Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	☐ Yes ☐ No

3.8 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	☐ Yes ☐ No
Please provide an explanation for each "Yes" in Part 3.	

PART 4: CERTIFICATES AND LICENSES

Has the bidder/offeror:

4.1 Had a denial, decertification, revocation or forfeiture of District of Columbia certification of any Certified Business	☐ Yes ☐ No
Please provide an explanation for "Yes" in Subpart 4.1.	
4.2 Please provide a copy of the bidder's/offeror's District of Columbia Office of Tax and Revenue Tax Certification Affidavit.	

PART 5: LEGAL PROCEEDINGS

Within the past five (5) years, has the bidder/offeror:

5.1 Had any liens or judgments (not including UCC filings) filed against it which remain undischarged?	☐ Yes ☐ No
If "Yes" to Subpart 5.1, provide an explanation of the issue(s), relevant dates, the Lien Holder or Claimant's name, the amount of the lien(s) and the current status of the issue(s).	
5.2 Had a government entity find a willful violation of District of Columbia compensation or prevailing wage laws, the Service Contract Act or the Davis-Bacon Act?	☐ Yes ☐ No
5.3 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	☐ Yes ☐ No
Please provide an explanation for each "Yes" in Part 5.	
5.4 Engaged in litigation with any governmental entity. If so, please identify and/or describe all threatened and pending litigation and/or claims, including but not limited to matters pending before any Boards of Contracts Appeals:	

PART 6: FINANCIAL AND ORGANIZATIONAL INFORMATION

6.1 Within the past five (5) years, has the Bidder/Offeror received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	☐ Yes ☐ No
If "Yes" to Subpart 6.1, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.2 Has the Bidder/Offeror ever been assessed liquidated damages, costs to re-procure, costs to complete, or any other monetary damages under a contract? If so, describe each such assessment in detail.	☐ Yes ☐ No
If "Yes" to Subpart 6.2, provide an explanation of the issue(s), relevant dates, the government entity involved, the amount assessed and the current status of the issue(s).	
6.3 Within the last seven (7) years, has the bidder/offeror initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	☐ Yes ☐ No
If "Yes" to Subpart 6.3, provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "initiated," "pending" or "closed".	
6.4 During the past three (3) years, has the bidder/offeror failed to file a tax return or pay taxes required by federal, state, District of Columbia or local laws?	☐ Yes ☐ No
If "Yes" to Subpart 6.4, provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the bidder/offeror failed to file/pay and the current status of the tax liability.	
6.5 During the past three (3) years, has the bidder/offeror failed to file a District of Columbia unemployment insurance return or failed to pay District of Columbia unemployment insurance?	☐ Yes ☐ No
If "Yes" to Subpart 6.5, provide the years the bidder/offeror failed to file the return or pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	

6.6 During the past three (3) years, has the bidder/offeror failed to comply with any payment agreement with the Internal Revenue Service, the District of Columbia Office of Tax and Revenue and the Department of Employment Services?	☐ Yes ☐ No
If "Yes" to Subpart 6.6, provide the years the bidder/offeror failed to comply with the payment agreement, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.7 Indicate whether the bidder/offeror owes any outstanding debt to any state, federal or District of Columbia government.	☐ Yes ☐ No
If "Yes" to Subpart 6.7, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.8 During the past three (3) years, Has the bidder/offeror been audited by any government entity?	☐ Yes ☐ No
(a) If "Yes" to Subpart 6.8, did any audit of the bidder/offeror identify any significant deficiencies in internal controls, fraud or illegal acts; significant violations of provisions of contract or grant agreements; significant abuse; or any material disallowance?	☐ Yes ☐ No
(b) If "Yes" to Subpart 6.8(a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	

PART 7: CONTRACTOR PROCUREMENT ACTIVITY WITH THE DEPARTMENT

7.1 What is your organization's Design Capacity (total labor hours) to conduct or purse business with the Department of General Services (DGS) in the current fiscal year? Design capacity is calculated by multiplying the total number of company employees dedicated to a particular line of business by no more than 12 hours per day. Person's completing this form may be required to provide supporting documentation to substantiate allocable labor hours presented.

(a) Construction:_____labor hours

(b) Non-Construction:_____labor hours

7.2 In the table below, please list:

(1) The active contracts your organization currently holds with the Department of General Services, please include the contract number(s) as a part of your response; and

(2) The number of labor hours your organization has allocated to each active contract within the current fiscal year. (Note, if more entries are required, please list an an attached addendum to this document).

Contract Number	Labor Hours Allocated

PART 8: RESPONSE UPDATE REQUIREMENT

8.1 In accordance with the requirement of Section 302(c) of the Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-353.02), the bidder/offeror shall update any response provided in Section I of this form during the term of this contract:

(a) Within sixty (60) days of a material change to a response; and

(b) Prior to the exercise of an option year contract.

PART 9: FREEDOM OF INFORMATION ACT (FOIA)

9.1 Indicate whether the bidder/offeror asserts that any information provided in response to a question in Section I is exempt from disclosure under the District of Columbia Freedom of Information Act (FOIA), effective March 25, 1977 (D.C. Law 1-96; D.C. Official Code §§ 2-531, et seq.). Include the question number(s) and explain the basis for the claim. (The District will determine whether such information is, in fact, exempt from FOIA at the time of request for disclosure under FOIA.)	☐ Yes ☐ No

SECTION II. ADDITIONAL REQUIRED BIDDER/OFFEROR CERTIFICATIONS

Instructions for Section II: Section II contains four (4) parts. Part 1 requests information concerning District of Columbia employees. Part 2 applies to the bidder/offeror's pricing. Part 3 relates to equal employment opportunity requirements. Part 4 relates to First Source requirements.

PART 1. DISTRICT EMPLOYEES NOT TO BENEFIT

The bidder/offeror certifies that:

1.2 No person listed in clause 13 of the Standard Contract Provisions, "District Employees Not To Benefit", will benefit from this contract.

1.3 The following person(s) listed in clause 13 of the Standard Contract Provisions may benefit from this contract. (For each person listed, attach the affidavit required by clause 13.)

(a) _____

(b) _____

PART 2: INDEPENDENT PRICE DETERMINATION REQUIREMENTS

The bidder/offeror certifies that:

2.1 The signature of the bidder/offeror is considered to be a certification by the signatory that:

(a) The contract prices have been arrived at independently without, for the purpose of restricting competition, any consultation, communication or agreement

(i) Those prices;

(ii) The intention to submit a bid/proposal; or

(iii) The methods or factors used to calculate the prices in the contract.

(b) The prices in this contract have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid/proposal opening unless otherwise required by law; and

(c) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

2.2 The signature on the bid/proposal is considered to be a certification by the signatory that the signatory:

(a) Is the person in the bidder's/offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; or

(b) Has been authorized, in writing, to act as an agent for the following principal in certifying that the principal has not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above:

_____

[Insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the bidder's/offeror's organization]

(i) As an authorized agent, certifies that the principals named in subparagraph 2.2(b) above have not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; and

(ii) As an agent, has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above.

2.3 If the bidder/offeror deletes or modifies subparagraph 2.1(b) above, the bidder/offeror must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

2.4 The Bidder/Offeror certifies that:

(a) There are no other entities related to it that are responding to or bidding on the subject solicitation or invitation to bid. Related entities include, but are not limited to, any entity that shares management positions, board positions, shareholders, or persons with a financial interest in the Bidder/Offeror.

(b) There are no current or former owners, partners, officers, directors, principals, managers, employees or any persons with a financial interest in the Bidder/Offeror who have a financial interest in the request for proposal or invitation for bid or any asset, tangible or intangible, arising out of any contract or scope of work related to the request for proposal or invitation for bid.

With regards to 2.4 (b), if the Bidder/Offeror has knowledge of such a financial interest, please provide a detailed explanation.

PART 3: EQUAL OPPORTUNITY OBLIGATIONS

3.1 I hereby certify that I am fully aware of the contents of Mayor's Order 85-85 and the Office of Human Rights' regulations in Chapter 11 of the DCMR, and agree to comply with them while performing this contract.

PART 4: FIRST SOURCE OBLIGATIONS

4.1 I hereby certify that I am fully aware of the requirements of the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Law 19-84), and agree to enter into a First Source Employment Agreement with the Department of Employment Services if awarded any contract valued at $300,000 or more which receives funds or resources from the District, or funds or resources which, in accordance with a federal grant or otherwise, is administered by the District government.

4.2 I certify that the Initial Employment Plan submitted with my bid or proposal is true and accurate.

SECTION III. BUY AMERICAN ACT CERTIFICATION

Instructions for Section III: *Section III contains one (1) part which should only be completed if goods are being provided that are subject to the requirements of the Buy American Act.*

PART 1: BUY AMERICAN ACT COMPLIANCE

1.1 The bidder/offeror certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 23 of the Standard Contract Provisions, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS

_____ COUNTRY OF ORIGIN

SECTION IV. CERTIFICATION		
Instruction for Section IV: This section must be completed by all bidder/offerors.		
I, [ ], as the person authorized to sign these certifications, hereby certify that the information provided in this form is true and accurate.		
Name [Print and sign]:	Telephone #:	Fax #:
Title:	Email Address:	
DUNS Number (If Applicable):		
Date:		
The District of Columbia is hereby authorized to verify the above information with appropriate government authorities. Penalty for making false statements is a fine of not more than $1,000.00, imprisonment for not more than 180 days, or both, as prescribed in D.C. Official Code § 22-2405. 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. Official Code § 22-2404.		

Attachment E

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Office of the Chief Financial Officer

Office of Tax and Revenue

TAX CERTIFICATION AFFIDAVIT

THIS AFFIDAVIT IS TO BE COMPLETED ONLY BY THOSE WHO ARE REGISTERED TO CONDUCT BUSINESS IN THE DISTRICT OF COLUMBIA.

Date

Authorized Agent
Name of Organization/Entity
Business Address (include zip code)
Business Phone Number

Authorized Agent
Principal Officer Name and Title
Square and Lot Information
Federal Identification Number
Contract Number
Unemployment Insurance Account No.

I hereby authorize the District of Columbia, Office of the Chief Financial Officer, Office of Tax and Revenue to release my tax information to an authorized representative of the District of Columbia agency with which I am seeking to enter into a contractual relationship. I understand that the information released will be limited to whether or not I am in compliance with the District of Columbia tax laws and regulations solely for the purpose of determining my eligibility to enter into a contractual relationship with a District of Columbia agency. I further authorize that this consent be valid for one year from the date of this authorization.

I hereby certify that I am in compliance with the applicable tax filing and payment requirements of the District of Columbia. The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities.

Signature of Authorizing Agent **Title**

The penalty for making false statement is a fine not to exceed $5,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code §47-4106.

Attachment F

Attachment F

SBE SUBCONTRACTING PLAN

INSTRUCTIONS: All construction & non-construction contracts for **government-assisted projects** (**agency contracts** & **private project with District subsidy**) over $250,000, shall require at least 35% of the amount of the contract (total amount of agency contract or total private project development costs) be subcontracted to Small Business Enterprises (SBE), if insufficient qualified SBEs to Certified Business Enterprises (CBE). The SBE Subcontracting Plan must list all SBE and CBE subcontracts at every tier. Once the SBE Subcontracting Plan is submitted for agency contracts, options & extensions, it can only be amended with DSLBD's consent.

SUBMISSION OF SBE SUBCONTRACTING PLAN:

- For **agency** solicitations - submit to agency with bid/proposal.
- For **agency** options & extensions - submit to agency before option or extension exercised.
- For **private projects** - submit to DSLBD, agency project manager and District of Columbia Auditor, with each quarterly report. As private projects may not have awarded all contracts at the time the District subsidy is granted, the SBE Subcontracting Plan may be submitted simultaneously with each quarterly report and list all SBE/CBE subcontracts executed by the time of submission.

CREDIT: For each subcontract listed on the SBE Subcontracting Plan, credit will only be given for the portion of the subcontract performed, at every tier, by a SBE/CBE using *its own organization and resources*. **COPIES OF EACH FULLY EXECUTED SUBCONTRACT WITH SBEs and CBEs (AT EVERY TIER) MUST BE PROVIDED TO RECEIVE CREDIT**.

EXEMPTION: If the **Beneficiary (Prime Contractor or Developer)** is a CBE and will perform the ENTIRE **government-assisted project** with its *own organization and resources* and will NOT subcontract any portion of the services and goods, then the CBE is not required to subcontract 35% to SBEs.

BENEFICIARY (✓ which applies ☐ Prime Contractor or ☐ Developer) INFORMATION:

Company:_____ Contact # _____ Email address: _____

Street Address: _____

✓all that applies, Company is:

☐ **a SBE** ☐ **a CBE** ☐ **CBE Certification Number: _____**

☐ **WILL perform the ENTIRE agency contract or private project with its own organization and resources**

☐ **WILL subcontract a portion of the agency contract or private project**

Company's point of contact for agency contract or private project:

Point of Contact:_____ Title: _____

Contact # _____ Email address: _____

Street Address: _____

GOVERNMENT-ASSISTED PROJECT (✓ which applies ☐ Agency Contract or ☐ Private Project) INFORMATION:

AGENCY SOLICITATION	PRIVATE PROJECT
Solicitation Number _____ Solicitation Due Date: _____ Agency : _____ Total Dollar Amount of Contract: $ _____ **Design-Build must include total contract amount for both design and build phase of project.* 35% of Total Dollar Amount of Contract: $_____ Total Amount of All SBE/CBE subcontracts: $_____ *(include every lower tier)*	District Subsidy: _____ Agency Providing Subsidy: _____ Amount of District Subsidy:_____ Date District Subsidy Provided:_____ Project Name: _____ Project Address: _____ Total Development Project Budget: $ _____ *(include pre-construction and construction costs)* 35% of Total Development Project Budget: $ _____ Total Amount of All SBE/CBE subcontracts: $ _____ *(include every lower tier)*

SBE/ CBE SUBCONTRACTORS (FOR EACH TIER):

SBE/ CBE SUBCONTRACTOR INFORMATION: *(For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (*35% of the contract amount ***including total design and build costs****) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)*

SBE/ CBE Company	Address/Telephone No./ Email	Subcontractor Tier (1st, 2nd, 3rd, etc.)	Description of Subcontract scope of work to be PERFORMED WITH SBE/CBEs OWN ORGANIZATION & RESOURCES
_____	_____	Select Tier	_____

Period of subcontract: _____ Price to be paid to the SBE/CBE Subcontractor: $_____ ✓*all that applies*, Subcontractor is: ☐ **a SBE** ☐ **a CBE** ☐ **CBE Certification #:_____** ☐ **SBE/CBE will perform the ENTIRE subcontract with its own organization and resources** ☐ **SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)**	SBE/ CBE Point of Contact Name: _____ Title: _____ Telephone Number:_____ Email Address:_____

SBE/ CBE SUBCONTRACTOR INFORMATION: *(For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (*35% of the contract amount ***including total design and build costs****) is required be to submitted before entering into a guaranteed maximum price or contract authorizing construction.)*

SBE/ CBE Company	Address/Telephone No./ Email	Subcontractor Tier (1st, 2nd, 3rd, etc.)	Description of Subcontract scope of work to be PERFORMED WITH SBE/CBEs OWN ORGANIZATION & RESOURCES
_____	_____	Select Tier	_____

Period of subcontract: _____ Price to be paid to the SBE/CBE Subcontractor: $_____ ✓*all that applies*, Subcontractor is: ☐ **a SBE** ☐ **a CBE** ☐ **CBE Certification #_____** ☐ **SBE/CBE will perform the ENTIRE subcontract with its own organization and resources** ☐ **SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)**	SBE/ CBE Point of Contact Name: _____ Title: _____ Telephone Number:_____ Email Address:_____

I _____, _____ of _____, swear or affirm the above is true and accurate
(Name) (Title) (Prime Contractor/ Developer)

_____ _____
(Signature) **(Date)**

Complete additional copies as needed.

☐ **AGENCY CONTRACTING OFFICER'S USE ONLY** **OR** ☐ **AGENCY PROJECT MANAGER'S USE ONLY**
(✓ which applies. Only one option should be selected.)

AGENCY CONTRACT AWARD	PRIVATE PROJECT SUBSIDY AWARD
Agency: _____ Prime Contractor: _____ Contract Number: _____ Date SBE Subcontracting Plan Accepted: _____ Date agency contract signed: _____ Anticipated Start Date of Contract: _____ Anticipated End Date of Contract: _____ Total Dollar Amount of Contract: **$** _____ **Design-Build must include total contract amount for both design and build phase of project.* 35% of Total Contract Amount: **$**_____ Total Amount of All SBE/CBE subcontracts: **$** _____ *(include every tier)* (✓ if applies) ☐ Base Period Contract -- Option/Extension Period: _____ ☐ Multi-year Contract First year (period) of Contract: _____ Current year (period) of Contract: _____ ☐ Design-Build --Date of Guaranteed Contract: _____ ☐Check if prime contractor is a CBE and will perform the ENTIRE government-assisted project (agency contract) with its *own organization and resources and NOT subcontract any portion of services or goods.*	Agency Providing Subsidy: _____ District Subsidy: _____ Developer: _____ Amount of District Subsidy: _____ Date District Subsidy Provided/ contract signed: _____ Anticipated Start Date of Project: _____ Anticipated End Date of Project: _____ Project Name: _____ Project Address: _____ Total Development Project Budget: **$** _____ *(include pre-construction and construction costs)* 35% of Total Development Project Budget: **$** Total Amount of All SBE/CBE subcontracts: **$** *(include every lower tier)* ☐Check if developer is a CBE and will perform the ENTIRE government-assisted project (private project) with its *own organization and resources and NOT subcontract any portion of services or goods.*

☐ **AGENCY CONTRACTING OFFICER'S AFFIRMATION OR** ☐ **AGENCY PROJECT MANAGER'S AFFIRMATION**
(✓ which applies)

The Below Agency Contracting Officer or Agency Project Manager Affirms the following (✓ to affirm):

☐ If the Beneficiary is a CBE, DSLBD was contacted to confirm Beneficiary's CBE certification;

☐ The fully executed Contract (Base or Option or Extension or Multi-Year) or subsidy document, between the Beneficiary and Agency, was emailed to DSLBD @ Compliance.Enforcement@dc.gov within five (5) days of signing;

☐ **FOR AGENCY CONTRACT** the SBE Subcontracting Plan, submitted by Beneficiary, was emailed to DSLBD @ Compliance.Enforcement@dc.gov within five (5) days of signing the contract between the Beneficiary and Agency.

_____
Name of Agency Contracting Officer or Agency Project Manager

_____
Title of Agency Contracting Officer or Agency Project Manager

_____ _____
Signature Date

Attachment G

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYOR

DEBORAH A. CARROLL
DIRECTOR

LIVING WAGE ACT FACT SHEET

The Living Wage Act of 2006; D.C. Official Code §§ 2-220.01 – 2-220.11 provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing) in the amount of $100,000 or more shall pay affiliated employee wages at no less than the current living wage rate.

Effective January 1, 2017, the living wage rate is $13.95 per hour.

Subcontractors of D.C. government contractors who receive $15,000 or more from the contract and subcontractors of the recipients of government assistance who receive $50,000 or more from the assistance are also required to pay their affiliated employees no less than the current living wage rate.

"Affiliated employee" means any individual employed by a recipient who receives compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or a contract. The term "affiliated employee" does not include those individuals who perform only intermittent or incidental services with respect to the government assistance or contract, or who are otherwise employed by the contractor, recipient or subcontractor.

Exemptions – The following contracts and agreements are exempt from the Living Wage Act:

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District's current living wage, the contractor must pay the higher of the two rates);

2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current living wage;

3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;

4. Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;

5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services, provided that the trainees do not replace employees subject to the Living Wage Act;

6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act;

7. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District of Columbia;

8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to Section 501 (c) (3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68 A Stat. 163; 26. U.S.C. §501(c)(3));

9. Medicaid provider agreements for direct care services to Medicaid recipients, **provided, that** the direct care service is not provided through a home care agency, a community residence facility, or a group home for persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983; D.C. Official Code § 44-501; and

10. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Enforcement

The Department of Employment Services (DOES) Office of Wage-Hour and the D.C. Office of Contracting and Procurement share monitoring responsibilities.

Furthermore, as of November 12, 2015, the US Court of Appeals upheld "The Home Care Final Rule", issued on October 1, 2013, which had an effective date of January 1, 2015. The Department of Labor issued the Home Care Final Rule to extend overtime protections to home care workers. Employers within this industry are now subject to recordkeeping provisions.

If you learn that a contractor subject to this law is not paying at least the current living wage, you should report it to the contracting officer. If you believe that your employer is subject to this law is not paying at least the current living wage, you may file a complaint with the DOES Office of Wage - Hour, located at 4058 Minnesota Avenue, N.E. Fourth Floor, Washington, D.C. 20019, call (202) 671-1880, or file your claim on-line: www.does.dc.gov. Go to "File a Claim" tab.

For questions and additional information, contact the Office of Contracting and Procurement at (202) 727-0252 or the Department of Employment Services on (202) 671-1880.

Please note: *This fact sheet is for informational purposes only as required by Section 106 of the Living Wage Act. It should not be relied on as a definitive statement of the Living Wage Act or any regulations adopted pursuant to the law.*

THE LIVING WAGE ACT OF 2006

D.C. Official Code §§ 2-220.01 – 2-220.11

Recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage.

Effective January 1, 2017, the living wage rate is $13.95 per hour.

The requirement to pay a living wage applies to:

- All recipients of contracts in the amount of $100,000 or more, and all subcontractors that receive $15,000 or more from the funds received by the recipient from the District of Columbia, and
- All recipients of government assistance in the amount of $100,000 or more, and all subcontractors of these recipients that receive $50,000 or more from the government assistance received by the recipient from the District of Columbia.

"Contract" means a written agreement between a recipient and the District government.
"Government assistance" means a grant, loan, or tax increment financing that result in a financial benefit from an agency, commission, instrumentality, or other entity of the District government.
"Affiliated employee" means any individual employed by a recipient who received compensation directly from government assistance or a contract with the District of Columbia government, including employees of the District of Columbia, any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or contract. The term "affiliated employee" does not include those individuals who perform only intermittent or incidental services with respect to the contract or government assistance or who are otherwise employed by the contractor, recipient, or subcontractor.

Certain exceptions apply: 1) where contracts or agreements are subject to wage determinations required by federal law which are higher than the wage required by this Act; 2) contracts delivered by regulated utility; 3) contracts for services needed immediately to prevent or respond to a disaster or imminent threat to the public health or safety declared by the Mayor; 4) contracts awarded to recipients that provide trainees with additional services provided the trainee does not replace employees; 5) tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; 6) Medicaid provider agreements for direct care services to Medicaid recipients, **provided, that** the direct care service is not provided through a home care agency, a community residence facility, or a group home for persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983; D.C. Official Code § 44-501.

Exemptions are provided for employees under 22 years of age employed during a school vacation period, or enrolled as a full-time student who works less than 25 hours per week, and for employees of nonprofit organizations that employ not more than 50 individuals.

Home Care Final Rule: The Department of Labor extended overtime protections to home care workers and workers who provide companionship services. Employers within this industry are now subject to recordkeeping provisions.

Each recipient and subcontractor of a recipient shall provide this notice to each affiliated employee covered by this notice, and shall also post this notice in a conspicuous site in its place of business.

All recipients and subcontractors shall retain payroll records created and maintained in the regular course of business under District of Columbia law for a period of at least 3 years.

For the complete text of the Living Wage Act of 2006 go to D.C. Official Code §§ 2-220.01-.11

To file a claim, visit: Department of Employment Services , Office of Wage-Hour, 4058 Minnesota Avenue, NE, Suite 3600, Washington, D.C. 20019; call: (202) 671-1880; or file your claim on-line: does.dc.gov. Go to "File a Claim" tab.

Attachment H

GOVERNMENT OF THE DISTRICT OF COLUMBIA FIRST SOURCE EMPLOYMENT AGREEMENT FOR CONSTRUCTION PROJECTS ONLY

GOVERNMENT-ASSISTED PROJECT/CONTRACT INFORMATION
CONTRACT/SOLICITATION NUMBER: _____
DISTRICT CONTRACTING AGENCY: _____
CONTRACTING OFFICER: _____
TELEPHONE NUMBER: _____
TOTAL CONTRACT AMOUNT: _____
EMPLOYER CONTRACT AMOUNT: _____
PROJECT NAME: _____
PROJECT ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____
PROJECT START DATE: _____ PROJECT END DATE: _____
EMPLOYER START DATE: _____ EMPLOYER END DATE: _____

EMPLOYER INFORMATION
EMPLOYER NAME: _____
EMPLOYER ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____
TELEPHONE NUMBER: _____ FEDERAL IDENTIFICATION NO.:_____
CONTACT PERSON: _____
TITLE: _____
E-MAIL:_____TELEPHONE NUMBER: _____
LOCAL, SMALL, DISADVANTAGED BUSINESS ENTERPRISE (LSDBE) CERTIFICATION NUMBER:_____
D.C. APPRENTICESHIP COUNCIL REGISTRATION NUMBER: _____
ARE YOU A SUBCONTRACTOR ☐ YES ☐ NO IF YES, NAME OF PRIME CONTRACTOR: _____

This First Source Employment Agreement (Agreement), in accordance with Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2-219.01 – 2.219.05), and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431) for recruitment, referral, and placement of District of Columbia residents, is between the District of Columbia Department of Employment Services, (DOES) and EMPLOYER. Pursuant to this Agreement, the EMPLOYER shall use DOES as its first source for recruitment, referral, and placement of new hires or employees for all jobs created by the Government Assisted Project or Contract (Project). The EMPLOYER shall meet the hiring or hours worked percentage requirements for all jobs created by the Project as outlined below in Section VII. The EMPLOYER shall ensure that District of Columbia residents (DC residents) registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% (or 60% where applicable) of all apprenticeship hours worked in connection with the Project.

I. DEFINITIONS

The following definitions shall govern the terms used in this Agreement.

A. **Apprentice** means a worker who is employed to learn an apprenticeable occupation under the terms and conditions of approved apprenticeship standards.

B. **Beneficiary** means:

1. The signatory to a contract executed by the Mayor which involves any District of

Columbia government funds, or funds which, in accordance with a federal grant or otherwise, the District government administers and which details the number and description of all jobs created by a government-assisted project or contract for which the beneficiary is required to use the First Source Register;

2. A recipient of a District government economic development action including contracts, grants, loans, tax abatements, land transfers for redevelopment, or tax increment financing that results in a financial benefit of $300,000 or more from an agency, commission, instrumentality, or other entity of the District government, including a financial or banking institution which serves as the repository for $1 million or more of District of Columbia funds.

3. A retail or commercial tenant that is a direct recipient of a District government economic development action, including contracts, grants, loans, tax abatements, land transfers for public redevelopment, or tax increment financing in excess of $300,000.

C. **Contracting Agency** means any District of Columbia agency that awarded a government assisted project or contract totaling $300,000 or more.

D. **Direct labor costs** means all costs, including wages and benefits, associated with the hiring and employment of personnel assigned to a process in which payroll expenses are traced to the units of output and are included in the cost of goods sold.

E. **EMPLOYER** means any entity awarded a government assisted project or contract totaling $300,000 or more.

F. **First Source Employer Portal** means the website consisting of a connected group of static and dynamic (functional) pages and forms on the World Wide Web accessible by Uniform Resource Locator (URL) and maintained by DOES to provide information and reporting functionality to EMPLOYERS.

G. **First Source Register** means the DOES Automated Applicant Files, which consists of the names of DC residents registered with DOES.

H. **Good faith effort** means an EMPLOYER has exhausted all reasonable means to comply with any affirmative action, hiring, or contractual goal(s) pursuant to the First Source law and Agreement.

I. **Government-assisted project or contract** (Project) means any construction or non-construction project or contract receiving funds or resources from the District of Columbia, or funds or resources which, in accordance with a federal grant or otherwise, the District of Columbia government administers, including contracts, grants, loans, tax abatements or exemptions, land transfers, land disposition and development agreements, tax increment financing, or any combination thereof, that is valued at $300,000 or more.

J. **Hard to employ** means a District of Columbia resident who is confirmed by DOES as:

1. An ex-offender who has been released from prison within the last 10 years;

2. A participant of the Temporary Assistance for Needy Families program;

3. A participant of the Supplemental Nutrition Assistance Program;

4. Living with a permanent disability verified by the Social Security Administration or

District vocational rehabilitation program;

5. Unemployed for 6 months or more in the last 12-month period;

6. Homeless;

7. A participant or graduate of the Transitional Employment Program established by § 32-1331; or

8. An individual who qualified for inclusion in the Work Opportunity Tax Credit Program as certified by the Department of Employment Services.

K. **Indirect labor costs** means all costs, including wages and benefits, that are part of operating expenses and are associated with the hiring and employment of personnel assigned to tasks other than producing products.

L. **Jobs** means any union and non-union managerial, nonmanagerial, professional, nonprofessional, technical or nontechnical position including: clerical and sales occupations, service occupations, processing occupations, machine trade occupations, bench work occupations, structural work occupations, agricultural, fishery, forestry, and related occupations, and any other occupations as the Department of Employment Services may identify in the Dictionary of Occupational Titles, United States Department of Labor.

M. **Journeyman** means a worker who has attained a level of skill, abilities and competencies recognized within an industry as having mastered the skills and competencies required for the occupation.

N. **Revised Employment Plan** means a document prepared and submitted by the EMPLOYER that includes the following:

1. A projection of the total number of hours to be worked on the project or contract by trade;

2. A projection of the total number of journey worker hours, by trade, to be worked on the project or contract and the total number of journey worker hours, by trade, to be worked by DC residents;

3. A projection of the total number of apprentice hours, by trade, to be worked on the project or contract and the total number of apprentice hours, by trade, to be worked by DC residents;

4. A projection of the total number of skilled laborer hours, by trade, to be worked on the project or contract and the total number of skilled laborer hours, by trade, to be worked by DC residents;

5. A projection of the total number of common laborer hours to be worked on the project or contract and the total number of common laborer hours to be worked by DC residents;

6. A timetable outlining the total hours worked by trade over the life of the project or contract and an associated hiring schedule;

7. Descriptions of the skill requirements by job title or position, including industry-recognized certifications required for the different positions;

8. A strategy to fill the hours required to be worked by DC residents pursuant to this paragraph, including a component on communicating these requirements to contractors and subcontractors and a component on potential community outreach partnerships with the University of the District of Columbia, the University of the District of Columbia Community College, the Department of Employment Services, Jointly Funded Apprenticeship Programs, the District of Columbia Workforce Intermediary, or other government-approved, community-based job training providers;

9. A remediation strategy to ameliorate any problems associated with meeting these hiring requirements, including any problems encountered with contractors and subcontractors;

10. The designation of a senior official from the general contractor who will be responsible for implementing the hiring and reporting requirements;

11. Descriptions of the health and retirement benefits that will be provided to DC residents working on the project or contract;

12. A strategy to ensure that District residents who work on the project or contract receive ongoing employment and training opportunities after they complete work on the job for which they were initially hired and a review of past practices in continuing to employ DC residents from one project or contract to the next;

13. A strategy to hire graduates of District of Columbia Public Schools, District of Columbia public charter schools, and community-based job training providers, and hard-to-employ residents; and

14. A disclosure of past compliance with the Workforce Act and the Davis-Bacon Act, where applicable, and the bidder or offeror's general DC resident hiring practices on projects or contracts completed within the last 2 years.

O. **Tier Subcontractor** means any contractor selected by the primary subcontractor to perform portion(s) or all work related to the trade or occupation area(s) on a contract or project subject to this First Source Agreement**.**

P. **Washington Metropolitan Statistical Area** means the District of Columbia; Virginia Cities of Alexandria, Fairfax, Falls Church, Fredericksburg, Manassas, and Manassas Park; the Virginia Counties of Arlington, Clarke, Fairfax, Fauquier, Loudon, Prince William, Spotsylvania, Stafford, and Warren; the Maryland Counties of Calvert, Charles, Frederick, Montgomery and Prince Georges; and the West Virginia County of Jefferson.

Q. **Workforce Intermediary Pilot Program** means the intermediary between employers and training providers to provide employers with qualified DC resident job applicants. See DC Official Code § 2-219.04b.

II. GENERAL TERMS

A. Subject to the terms and conditions set forth herein, DOES will receive the Agreement from the Contracting Agency no less than 7 calendar days in advance of the Project start date. No work associated with the relevant Project can begin until the Agreement has been accepted by DOES.

B. The EMPLOYER will require all Project contractors and Project subcontractors with contracts or subcontracts totaling $300,000 or more to enter into an Agreement with DOES.

C. DOES will provide recruitment, referral, and placement services to the EMPLOYER, subject to the limitations in this Agreement.

D. This Agreement will take effect when signed by the parties below and will be fully effective through the duration, any extension or modification of the Project and until such time as construction is complete and a certificate of occupancy is issued.

E. DOES and the EMPLOYER agree that, for purposes of this Agreement, new hires and jobs created for the Project (both union and nonunion) include all of EMPLOYER'S job openings and vacancies in the Washington Metropolitan Statistical Area created for the Project as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce, as a result of this Project, including loans, lease agreements, zoning applications, bonds, bids, and contracts.

F. This Agreement includes apprentices as defined in D.C. Official Code §§ 32-1401- 1431.

G. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any collective bargaining unit involved with this Project a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will promptly provide them to DOES.

H. The EMPLOYER who contracts with the District of Columbia government to perform construction, renovation work, or information technology work with a single contract, or cumulative contracts, of at least $500,000, let within a 12-month period will be required to register an apprenticeship program with the District of Columbia Apprenticeship Council as required by DC Code 32-1431.

I. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise this First Source Agreement shall remain in full force and effect and transferee shall remain subject to all provisions herein. In addition, the EMPLOYER as a condition of transfer shall:

   1. Notify the party taking possession of the existence of this EMPLOYER'S First Source Employment Agreement.

   2. Notify DOES within 7 business days of the transfer. This notice will include the name of the party taking possession and the name and telephone of that party's representative.

J. The EMPLOYER and DOES may mutually agree to modify this Agreement. Any modification shall be in writing, signed by the EMPLOYER and DOES and attached to the original Agreement.

K. To the extent that this Agreement is in conflict with any federal labor laws or governmental regulations, the federal laws or regulations shall prevail.

III. TRAINING

A. DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs as approved by DOES; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and will be set forth in a separate

Training Agreement.

IV. RECRUITMENT

A. The EMPLOYER will complete the attached Revised Employment Plan that will include the information outlined in Section I.N., above.

B. The EMPLOYER will post all job vacancies with the Job Bank Services of DOES at http://does.dc.gov within 7 days of executing the Agreement. Should you need assistance posting job vacancies, please contact Job Bank Services at (202) 698-6001.

C. The EMPLOYER will notify DOES of all new jobs created for the Project within at least 7 business days (Monday - Friday) of the EMPLOYERS' identification/creation of the new jobs. The Notice of New Job Creation shall include the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed. This must be done before using any other referral source.

D. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce shall be reported to DOES for placement and referral, if the job is newly created. EMPLOYER shall provide DOES a Notice of New Job Creation that details such promotions in accordance with Section IV.C.

E. The EMPLOYER will submit to DOES, prior to commencing work on the Project, a list of Current Employees that includes the name, social security number, and residency status of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project. All EMPLOYER information reviewed or gathered, including social security numbers, as a result of DOES' monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.

V. REFERRAL

A. DOES will screen applicants through carefully planned recruitment and training events and provide the EMPLOYER with a list of qualified applicants according to the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed as supplied by the EMPLOYER in its Notice set forth above in Section IV.C.

B. DOES will notify the EMPLOYER of the number of applicants DOES will refer, prior to the anticipated hiring dates.

VI. PLACEMENT

A. EMPLOYER shall in good faith, use reasonable efforts to select its new hires or employees from among the qualified applicants referred by DOES. All hiring decisions are made by the EMPLOYER.

B. In the event that DOES is unable to refer qualified applicants meeting the EMPLOYER'S established qualifications, within 7 business days (Monday - Friday) from the date of notification from the EMPLOYER, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. The EMPLOYER will still be required to meet the hiring or hours worked percentages for all jobs created by the Project.

C. After the EMPLOYER has selected its employees, DOES is not responsible for the

employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

VII. REPORTING REQUIREMENTS

A. EMPLOYER is given the choice to report hiring or hours worked percentages either by Prime Contractor for the entire Project or per each Sub-contractor.

B. EMPLOYER with Projects valued at a minimum of $300,000 shall hire DC residents for at least 51% of all new jobs created by the Project.

C. EMPLOYER with Projects totaling $5 million or more shall meet the following hours worked percentages for **all** jobs created by the Project:

1. At least 20% of journey worker hours by trade shall be performed by DC residents;
2. At least 60% of apprentice hours by trade shall be performed by DC residents;
3. At least 51% of the skilled laborer hours by trade shall be performed by DC residents; and
4. At least 70% of common laborer hours shall be performed by DC residents.

D. EMPLOYER shall have a user name and password for the First Source Employer Portal for electronic submission of all monthly Contract Compliance Forms, weekly certified payrolls and any other documents required by DOES for reporting and monitoring.

E. EMPLOYER with Projects valued at a minimum of $300,000 shall provide the following monthly and cumulative statistics on the Contract Compliance Form:

1. Number of new job openings created/available;
2. Number of new job openings listed with DOES, or any other District Agency;
3. Number of DC residents hired for new jobs;
4. Number of employees transferred to the Project;
5. Number of DC residents transferred to the Project;
6. Direct or indirect labor cost associated with the project;
7. Each employee's name, job title, social security number, hire date, residence, and referral source; and
8. Workforce statistics throughout the entire project tenure.

F. In addition to the reporting requirements outlined in E, EMPLOYER with Projects totaling $5 million or more shall provide the following monthly and cumulative statistics on the Contract Compliance Form:

1. Number of journey worker hours worked by DC residents by trade;
2. Number of hours worked by all journey workers by trade;
3. Number of apprentice hours worked by DC residents by trade;
4. Number of hours worked by all apprentices by trade;
5. Number of skilled laborer worker hours worked by DC residents by trade;
6. Number of hours worked by all skilled laborers by trade;
7. Number of common laborer hours worked by DC residents by trade; and
8. Number of hours worked by all common laborers by trade.

G. EMPLOYER can "double count" hours for the "hard to employ" up to 15% of total hours worked by DC Residents.

H. For construction Projects that are not subject to Davis-Bacon law in which certified payroll records do not exist, EMPLOYER must submit monthly documents of workers employed on the Project to DOES, including DC residents and all employment classifications of hours worked.

I. EMPLOYER may also be required to provide verification of hours worked or hiring percentages of DC residents, such as internal payroll records for construction Projects that are not subject to Davis-Bacon.

J. Monthly, EMPLOYER must submit weekly certified payrolls from all subcontractors at any tier working on the Project to the Contracting Agency. EMPLOYER is also required to make payroll records available to DOES as a part of compliance monitoring, upon request at job sites.

VIII. FINAL REPORT AND GOOD FAITH EFFORTS

A. With the submission of the final request for payment from the Contracting Agency, the EMPLOYER shall:

1. Document in a report to DOES its compliance with the hiring or hours worked percentage requirements for all jobs created by the Project and the percentages of DC residents employed in all Trade Classifications, for each area of the Project; or

2. Submit to DOES a request for a waiver of the hiring or hours worked percentage requirements for all jobs created by the Project that will include the following documentation:

   a. Documentation supporting EMPLOYER'S good faith effort to comply;
   b. Referrals provided by DOES and other referral sources; and
   c. Advertisement of job openings listed with DOES and other referral sources.

B. DOES may waive the hiring or hours worked percentage requirements for all jobs created by the Project, and/or the required percentages of DC residents in all Trade Classifications areas on the Project, if DOES finds that:

1. EMPLOYER demonstrated a good faith effort to comply, as set forth in Section C, below; or

2. EMPLOYER is located outside the Washington Metropolitan Statistical Area and none of the contract work is performed inside the Washington Metropolitan Statistical Area.

3. EMPLOYER entered into a special workforce development training or placement arrangement with DOES or with the District of Columbia Workforce Intermediary; or

4. DOES certified that there are insufficient numbers of DC residents in the labor market possessing the skills required by the EMPLOYER for the positions created as a result of the Project. No failure by Employer to request a waiver under any other provision hereunder shall be considered relevant to a requested waiver under this Subsection.

C. DOES shall consider documentation of the following when making a determination of a good-faith effort to comply:

1. Whether the EMPLOYER posted the jobs on the DOES job website for a minimum of 10 calendar days;

2. Whether the EMPLOYER advertised each job opening in a District newspaper with city-wide circulation for a minimum of 7 calendar days;

3. Whether the EMPLOYER advertised each job opening in special interest publications and on special interest media for a minimum of 7 calendar days;

4. Whether the EMPLOYER hosted informational/recruiting or hiring fairs;

5. Whether the EMPLOYER contacted churches, unions, and/or additional Workforce Development Organizations;

6. Whether the EMPLOYER interviewed employable candidates;

7. Whether the EMPLOYER created or participated in a workforce development program approved by DOES;

8. Whether the EMPLOYER created or participated in a workforce development program approved by the District of Columbia Workforce Intermediary;

9. Whether the EMPLOYER substantially complied with the relevant monthly reporting requirements set forth in this section;

10. Whether the EMPLOYER has submitted and substantially complied with its most recent employment plan that has been approved by DOES; and

11. Any additional documented efforts.

IX. MONITORING

A. DOES is the District agency authorized to monitor and enforce the requirements of the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2 219.01 – 2.219.05), and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431). As a part of monitoring and enforcement, DOES may require and EMPLOYER shall grant access to Project sites, employees, and documents.

B. EMPLOYER'S noncompliance with the provisions of this Agreement may result in the imposition of penalties.

C. All EMPLOYER information reviewed or gathered, including social security numbers, as a result of DOES' monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.

D. DOES shall monitor all Projects as authorized by law. DOES will:

1. Review all contract controls to determine if Prime Contractors and Subcontractors are subject to DC Law 14-24.

2. Notify stakeholders and company officials and establish meetings to provide technical assistance involving the First Source Process.

3. Make regular construction site visits to determine if the Prime or Subcontractors' workforce is in concurrence with the submitted Agreement and Monthly Compliance Reports.

4. Inspect and copy certified payroll, personnel records and any other records or information necessary to ensure the required workforce utilization is in compliance with the First Source Law.

5. Conduct desk reviews of *Monthly Compliance Reports*.

6. Educate EMPLOYERS about additional services offered by DOES, such as On-the-Job training programs and tax incentives for EMPLOYERS who hire from certain categories.

7. Monitor and complete statistical reports that identify the overall project, contractor, and sub contractors' hiring or hours worked percentages.

8. Provide formal notification of non-compliance with the required hiring or hours worked percentages, or any alleged breach of the First Source Law to all contracting agencies, and stakeholders. ***(Please note: EMPLOYERS are granted 30 days to correct any alleged deficiencies stated in the notification.)***

X. PENALTIES

A. Willful breach of the Agreement by the EMPLOYER, failure to submit the Contract Compliance Reports, deliberate submission of falsified data or failure to reach specific hiring or hours worked requirements may result in DOES imposing a fine of 5% of the total amount of the direct and indirect labor costs of the contract for the positions created by EMPLOYER. Fines will also include additional prorated fines of 1/8 of 1% of total contract amount for not reaching specific hiring or hours worked requirements. Prime Contractors who choose to report all hiring or hours worked percentages cumulatively (overall construction project) will be penalized, if hiring or hours worked percentage requirements are not met.

B. EMPLOYERS who have been found in violation 2 times or more over a 10 year period may be debarred and/or deemed ineligible for consideration for Projects for a period of 5 years.

C. Appeals of violations or fines are to be filed with the Contract Appeals Board.

I hereby certify that I have the authority to bind the EMPLOYER to this Agreement.

By:

_____
EMPLOYER Senior Official

_____
Name of Company

_____

_____
Address

_____
Telephone

_____
Email

_____ _____
Signature Department of Employment Services Date

EMPLOYMENT PLAN

NAME OF EMPLOYER: _____

ADDRESS OF EMPLOYER: _____

TELEPHONE NUMBER: _____ FEDERAL IDENTIFICATION NO.:_____

CONTACT PERSON: _____ TITLE: _____

E-MAIL:_____TYPE OF BUSINESS: _____

DISTRICT CONTRACTING AGENCY: _____

CONTRACTING OFFICER: _____ TELEPHONE NUMBER: _____

TYPE OF PROJECT: _____CONTRACT AMOUNT: _____

EMPLOYER CONTRACT AMOUNT: _____

PROJECT START DATE: _____PROJECT END DATE: _____

EMPLOYER START DATE: _____EMPLOYER END DATE: _____

NEW JOB CREATION PROJECTIONS: Please indicate ALL new position(s) your firm will create as a result of the Project. If the firm WILL NOT be creating any new employment opportunities, please complete the attached justification sheet with an explanation. Attach additional sheets as needed.

JOB TITLE		# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A					
B					
C					
D					
E					
F					
G					
H					
I					
J					
K					

CURRENT EMPLOYEES: Please list the names, residency status and ward information of all current employees, including apprentices, trainees, and transfers from other projects, who will be employed on the Project. Attach additional sheets as needed.

NAME OF EMPLOYEE	CURRENT DISTRICT RESIDENT √Please Check	WARD
	☐	
	☐	
	☐	
	☐	
	☐	
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	☐	

JUSTIFICATION SHEET: Please provide a detailed explanation of why the Employer will not have any new hires on the Project.

Attachment I

General Decision Number: DC170002 01/13/2017 DC2

Superseded General Decision Number: DC20160002

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 $10.20 for calendar year 2017 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 $10.20 (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 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	01/13/2017

ASBE0024-007 10/01/2016

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	$ 35.03	15.32

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

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ASBE0024-008 10/01/2016

	Rates	Fringes
ASBESTOS WORKER: HAZARDOUS MATERIAL HANDLER	$ 22.36	6.79

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 10/01/2016

	Rates	Fringes
FIRESTOPPER	$ 27.56	7.23

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 pasage 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 05/01/2016

	Rates	Fringes
BRICKLAYER	$ 30.61	9.67

CARP0177-003 05/01/2016

	Rates	Fringes
CARPENTER, Includes Drywall Hanging, Form Work, and Soft Floor Laying-Carpet	$ 27.81	9.93

CARP0179-001 05/01/2016

	Rates	Fringes
PILEDRIVERMAN	$ 29.19	9.45

CARP0219-001 04/01/2016

	Rates	Fringes
MILLWRIGHT	$ 32.04	9.93

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* ELEC0026-016 11/07/2016

	Rates	Fringes
ELECTRICIAN, Includes Installation of HVAC/Temperature Controls	$ 44.15	16.47

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.

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* ELEV0010-001 01/01/2017

	Rates	Fringes
ELEVATOR MECHANIC	$ 42.79	31.585+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.

IRON0005-005 06/01/2016

	Rates	Fringes
IRONWORKER, STRUCTURAL AND ORNAMENTAL	$ 30.85	19.435

IRON0201-006 05/01/2016

	Rates	Fringes
IRONWORKER, REINFORCING	$ 27.90	19.13

LABO0657-015 06/01/2015

	Rates	Fringes
LABORER: Skilled	$ 22.63	7.31

FOOTNOTE: Potmen, power tool operator, small machine operator, signalmen, laser beam operator, waterproofer, open caisson, test pit, underpinning, pier hole and ditches, laggers 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 05/01/2016

	Rates	Fringes
MARBLE/STONE MASON	$ 35.91	16.17

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 05/01/2016

	Rates	Fringes
TERRAZZO WORKER/SETTER	$ 27.25	10.68

MARB0003-007 05/01/2016

	Rates	Fringes
TERRAZZO FINISHER	$ 22.46	9.75

MARB0003-008 05/01/2016

	Rates	Fringes
TILE SETTER	$ 27.25	10.68

MARB0003-009 05/01/2016

	Rates	Fringes
TILE FINISHER	$ 22.46	9.75

PAIN0051-014 06/01/2014

	Rates	Fringes
GLAZIER		
Glazing Contracts $2 million and under	$ 24.77	9.85
Glazing Contracts over $2 million	$ 28.61	9.85

PAIN0051-015 06/01/2016

	Rates	Fringes
PAINTER		
Brush, Roller, Spray and Drywall Finisher	$ 24.89	9.15

PLAS0891-005 07/01/2013

	Rates	Fringes
PLASTERER	$ 28.33	5.85

PLAS0891-006 02/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 27.15	9.61

PLAS0891-007 08/01/2016

	Rates	Fringes
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 10/01/2016

	Rates	Fringes
PLUMBER	$ 40.67	17.10+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 11/01/2016

	Rates	Fringes
PIPEFITTER, Includes HVAC Pipe Installation	$ 39.89	20.52+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 04/01/2016

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 33.40	18.52

SHEE0100-015 07/01/2016

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation)	$ 40.27	17.24+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

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SUDC2009-003 05/19/2009

	Rates	Fringes
LABORER: Common or General	$ 13.04	2.80
LABORER: Mason Tender - Cement/Concrete	$ 15.40	2.85
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

Attachment J

GOVERNMENT OF THE DISTRICT OF COLUMBIA

PROPOSAL BOND **(See Instructions on 2nd page)**	**Date Bond Executed:** **(Must Not be Later Than Bid Opening Date)**				
PRINCIPAL (Legal Name and Address)	**TYPE OF ORGANIZATION ("X")**				
	[ ] INDIVIDUAL **[ ] PARTNERSHIP** **[ ] JOINT VENTURE** **[ ] CORPORATION**				
	STATE OF INCORPORATION				
	PENAL SUM OF BOND				
SURETY(IES) (Name(s) and Address(es))	**AMOUNT NOT TO EXCEED**				**5% OF BID**
	MILLION(S)	**THOUSAND(S)**	**HUNDRED(S)**	CENTS	
	PROPOSAL IDENTIFICATION				
	PROPOSAL CLOSING DATE	**REQUEST FOR PROPOSAL NO.**			

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety(ies) hereto are firmly bound to the District of Columbia Government, a municipal corporation, hereinafter called "the District", 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.

THE CONDITION OF THIS OBLIGATION IS SUCH that 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 District, 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.

IN WITNESS WHEREOF, the Principal and Surety (ies) have executed this bid bond and have affixed their seals on the date set forth above.

PRINCIPAL

1. SIGNATURE **Seal**	**1. ATTEST**	**Corporate Seal**
Name & Title (typed)	**Name & Title (typed)**	
2. SIGNATURE **Seal**	**2. ATTEST**	**Corporate Seal**
Name & Title (typed)	**Name & Title (typed)**	

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.

Attachment K

Certification Letter for Cashier's Check or Irrevocable Letter of Credit

Offerors who submit a cashier's check or an irrevocable letter of credit ("Alternate Bid Security") in lieu of a bid bond must also submit this certification, properly notarized, with their proposal. By executing this document, Offeror acknowledges that, if awarded this contract, Offeror shall be required to post promptly a payment and performance bond equal to the full value of the contract. In the event Offeror fails to post such payment and performance bond, the Offeror understands and agrees that; (i) the Department shall draw upon the Alternate Bid Security as liquidated damages; (ii) the award and or contract shall be terminated; (iii) for a period of two (2) years thereafter, the Department will not accept from such Offeror Alternate Bid Security in lieu of a bid bond; and (iv) the Offeror hereby waives the right to protest the termination of any such award or contract. The Offeror further acknowledges and agrees that the damages the Department would experience in the event such award or contract are terminated due to the Offeror's failure to post a payment and performance bond are difficult to determine and that the value of the Alternate Bid Security represents a reasonable estimate of the damages the Department would incur.

By: _____
Name: _____
Title: _____
Date: _____

District of Columbia) ss:

On the_____day of_____, 2016, before me, a notary public in and for the District of Columbia, personally appeared_____, who acknowledged himself/herself to be_____of_____, and that he/she as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____

Notary Public
My Commission Expires:_____

Attachment L

AWARD/CONTRACT	1. Caption **Roof Improvement at MPD Patrol Service Bureau**	Page of Pages **1**	**52**

2. Solicitation/Contract Number	3. Effective Date	4. Requisition/Purchase Request/Project No.
DCAM-17-CS-0048	**See Block 18C**	**TBD**

5. Issued By:	6. Administered by (If other than line 5)
Department of General Services **Contracts and Procurement Division** **2000 14th Street, 8th Floor** **Washington, DC 20009**	**User Agency**
7. Name and Address of Contractor	**8. Delivery** ☐ **FOB Origin** ☐ **Other**
	9. RESERVED
	10. Submit invoices as described in Section I.3.
11. RESERVED	**12. Payment will be made by**
	Government of the District of Columbia **Department of General Services** **Office of the Chief Financial Officer** **2000 14th Street, 5th Floor** **Washington, DC 20009**

13. Acknowledgement of Amendments The Bidder acknowledges receipt of amendments to the SOLICITATION	**Amendment No.**	**Date**

14. Supplies/Services/Price

See Section B – Scope Of Work and Offer Letter/Bid Form (Attachment B)

15. Table of Contents

Section	Description	Pages
A	Cover Page/Signature Page and Executive Summary	1-3
B	Scope of Work	4-6
C	Economic Inclusion	7-14
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F	Bid Organization and Submission	19-20
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I	Department's Responsibilities	26-32
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L	Definitions	50-52

Contracting Officer will complete Item 16

16. ☐ AWARD

Your bid for the above referenced Solicitation including your Bid and Offer Letter and Bid Form is hereby accepted. .Contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise identified above and on any continuation sheets, for the consideration stated herein.

17A. Name and Title of Signer (Type or print)		18A. Name of Contracting Officer **George G. Lewis, CPPO**	
17B. (Signature of person authorized to sign)	17C. Date Signed	18B. (Signature of Contracting Officer)	18C. Date Signed

Attachment M

District of Columbia Department of General Services
Standard Contract Provisions

GENERAL PROVISIONS
(Construction Contract)

ARTICLE 1. DEFINITIONS

A. "Government" as used herein means the District of Columbia Department of General Services, (DGS) that is a party to a contract.

B. "Executive" as used herein means the elected head of the Government as set forth in [Public Law 93-198 dated December 24, 1973, Title 4, Part B, Section 422(1)] (Or relevant local law).

C. "Contracting Officer" as used herein means the Government official authorized to execute and administrate the Contract on behalf of the Government. Within DGS, the Director is the Chief Contracting Officer. The Director may make delegations of procurement authority to additional contracting officers within DGS.

D. "Contract Documents" or "Contract" as used herein means Addenda, Contract Form, Standard Contract Provisions, Instructions to Bidders, General Provisions, Labor Provisions, Performance and Payment Bonds, Specifications, Special Provisions, Contract Drawings, approved written Change Orders and Agreements required to acceptably complete the Contract, including authorized extensions thereof.

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

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

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

1. The Contracting Officer shall be promptly notified in writing of any error, discrepancy or omission, apparent or otherwise.

2. Applicable Federal, State, and Municipal Code requirements have priority over: the Contract form, General Provisions, Change Orders, Addenda, Contract drawings, Special Provisions and Specifications.

3. The Contract form, Standard Contract Provisions, General Provisions and Labor Provisions have priority over: Change Orders, Addenda, Contract drawings, Special Provisions and Specifications.

4. Change Orders have priority over: Addenda, Contract drawings and Specifications.

5. Addenda have priority over: Contract drawings, Special Provisions and Specifications. A later dated Addendum has priority over earlier dated Addenda.

6. Special Provisions have priority over: Contract drawings and other specifications.

7. Shown and indicated dimensions have priority over scaled dimensions.

8. Original scale drawings and details have priority over any other different scale drawings and details.

9. Large scale drawings and details have priority over small scale drawings and details.

10. Any adjustment by the Contractor without a prior determination by the Contracting Officer shall be at his own risk and expense. The Contracting Officer will furnish from time to time such detail drawings and other information as he may consider necessary, unless otherwise provided.

ARTICLE 3. CHANGES

A. DESIGNATED CHANGE ORDERS—The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes

1. In the Contract drawings and specifications;

2. In the method or manner of performance of the work;

3. In the Government furnished facilities, equipment, materials or services; or

4. Directing acceleration in the performance of the work.

Nothing provided in this Article shall excuse the Contractor from proceeding with the prosecution of the work so changed.

B. OTHER CHANGE ORDERS—Any other written order or an oral order (which term as used in this Section (B) shall include direction, instruction, interpretation, or determination) from the Contracting Officer which causes any such change, shall be treated as a Change Order under this Article, provided that the Contractor gives the Contracting Officer written notice stating the date, circumstances and sources of the order and that the Contractor regards the order as a Change Order.

C. GENERAL REQUIREMENTS—Except as herein provided, no order, statement or conduct of the Contracting Officer shall be treated as a change under this Article or entitle the Contractor to an equitable adjustment hereunder. If any change under this Article causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this Contract whether or not changed by any order, an equitable adjustment shall be made and the Contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any change under (B) above shall be allowed for any cost incurred more than 20 days before the Contractor gives written notice as therein required unless this 20 days is extended by the Contracting Officer and provided further, that in case of defective drawings and specifications, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective drawings and specifications.

If the Contractor intends to assert a claim for an equitable adjustment under this Article, he must, within 30 days after receipt of a written Change Order under (A) above or the furnishing of a written notice under (B) above, submit to the Contracting Officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the Contracting Officer. The statement of claim hereunder may be included in the notice under (B) above.

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

D. CHANGE ORDER BREAKDOWN—Contract prices shall be used for Change Order work where work is of similar nature; no other costs, overhead or profit will be allowed.

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

When Contract prices are not appropriate, or the parties fail to agree on equitable adjustment, or in processing claims, equitable adjustment for Change Order work shall be per this Article and Article 4 and shall be based upon the breakdown shown in following subsections 1. through 7. The Contractor shall assemble a complete cost breakdown that lists and substantiates each item of work and each item of cost.

1. **Labor**—Payment will be made for direct labor cost plus indirect labor cost such as insurance, taxes, fringe benefits and welfare provided such costs are considered reasonable. Indirect costs shall be itemized and verified by receipted invoices. If verification is not possible, up to 18 percent of direct labor costs may be allowed. In addition, up to 20 percent of direct plus indirect labor costs may be allowed for overhead and profit.

2. **Bond**—Payment for additional bond cost will be made per bond rate schedule submitted to the Office of Contracting and Procurement with the executed Contract.

3. **Materials**—Payment for cost of required materials will be F.O.B. destination (the job site) with an allowance for overhead and profit.

4. **Rented Equipment**—Payment for required equipment rented from an outside company that is neither an affiliate of, nor a subsidiary of, the Contractor will be based on receipted invoices which shall not exceed rates given in the current edition of the Rental Rate Blue Book for Construction Equipment published by Data Quest. If actual rental rates exceed manual rates, written justification shall be furnished to the Contracting Officer for consideration. No additional allowance will be made for overhead and profit. The Contractor shall submit written certification to the Contracting Officer that any required rented equipment is neither owned by nor rented from the Contractor or an affiliate of or subsidiary of the Contractor.

5. **Contractor's Equipment**— Payment for required equipment owned by the Contractor or an affiliate of the Contractor will be based solely on an hourly rate derived by dividing the current appropriate monthly rate by 176 hours. No payment will be made under any circumstances for repair costs, freight and transportation charges, fuel, lubricants, insurance, any other costs and expenses, or overhead and profit. Payment for such equipment made idle by delays attributable to the Government will be based on one-half the derived hourly rate under this subsection.

6. **Miscellaneous**—No additional allowance will be made for general superintendence, use of small tools and other costs for which no specific allowance is herein provided.

7. **Subcontract Work**—Payment for additional necessary subcontract work will be based on applicable procedures in 1. through 6., to which total additional subcontract work up to an additional 10 percent may be allowed for the Contractor's overhead and profit.

E. CHANGES BEYOND THE ORIGINAL SCOPE OF WORK

1. The Government or a prime contractor shall be prohibited from requiring a prime contractor or a subcontractor to undertake any work that is determined to be beyond the original scope of the prime contractor's or a subcontractor's Contract or subcontract, including work under a Government-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of the underlying contract, unless the contracting officer:

(a) Agrees with the prime contractor and, if applicable, the subcontractor on a price for the additional work;
(b) Obtains a certification from the Chief Financial Offrcer that there are suffrcient funds to compensate the prime contractor and, if applicable, the subcontractor for the additional work;
(c) Has made a written, binding commitment with the prime contractor to pay for the additional work within 30 days after the prime contractor submits a proper invoice for the additional work to the contracting officer; and
(d) Gives written notice of the funding certification from the Chief Financial Officer to the prime contractor;

2. A prime contractor shall include in all its subcontracts a clause that requires the prime contractor to:

(a) Within 5 business days of receipt of the notice required under subparagraph (1)(d) of this paragraph, provide the subcontractor with notice of the approved amount to be paid to the subcontractor based on the portion of the additional work to be completed by the subcontractor;
(b) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for any additional work within 10 days of receipt of payment for the additional work from the Government; and
(c) If the prime contractor withholds payment from a subcontractor, notify the subcontractor in writing and state the reason why payment is being withheld and provide a copy of the notice to the contracting officer; and

3. The Government, a prime contractor, or a subcontractor shall be prohibited from declaring another party to the contract to be in default or assessing, claiming, or pursuing damages for delays in the completion of the construction due to the inability of the parties to agree on a price for the additional work.

ARTICLE 4. EQUITABLE ADJUSTMENT OF CONTRACT TERMS

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

A. DIFFERING SITE CONDITIONS:

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the Contractor, upon discovering such conditions, shall promptly notify the Contracting Officer in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

2. Upon written notification, the Contracting Officer will investigate the conditions, and if he/she determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Contracting Officer will notify the Contractor of his/her determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice; a failure to notify the Contracting Officer of the changed conditions prior to work being disturbed by said conditions shall constitute a permanent waiver of all right to compensation related to the changed conditions by the Contractor.

4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

B. SUSPENSION OF WORK ORDERED BY THE CONTRACTING OFFICER:

1. If the performance of all or any portion of the work is suspended or delayed by the Contracting Officer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Contracting Officer in writing a request for equitable adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

2. Upon receipt, the Contracting Officer will evaluate the Contractor's request. If the Contracting Officer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control or and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Contracting Officer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The Contracting Officer will notify the Contract of his/her determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed; a failure to submit a request for adjustment in the time prescribed shall constitute waiver of all right to compensation related to the suspension of work by the Contractor.

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

C. SIGNIFICANT CHANGES IN THE CHARACTER OF WORK*:*

1. The Contracting Officer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered.

2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot

be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Contracting Officer may determine to be fair and reasonable.

3. If the alterations or changes in quantities significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

4. The term "significant change" shall be construed to apply only to the following circumstances:

a. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or

b. When an item of work is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in the case of a decrease below 75 percent, to the actual amount of work performed.

ARTICLE 5. TERMINATION

TERMINATION GENERALLY-Termination, whether for default or convenience, is not a Government claim. The Contracting Officer may terminate a contract for default, in whole or in part, if the termination is in the best interests of the Government, and the Contractor does any of the following:

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

A termination for default is a final decision of a Contracting Officer. In order to contest a termination for default, the Contractor must submit a certified request to convert the termination for default to a termination for convenience with all documents supporting such conversion and comply with all contract provisions and laws relating to terminations for convenience, including the submission of a certified termination for convenience settlement proposal. The submission of the certified request for conversion to a termination for convenience and certified termination settlement proposal to the Contracting Officer must occur prior to 90 days from the date of the Contracting Officer's final decision.

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

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

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

1. The delay in the completion the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the Government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, climatic conditions beyond the normal which could be anticipated, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers (the term subcontractors or suppliers shall mean subcontractors or suppliers at any tier); and

2. The Contractor, within 72 hours from the beginning of any such delay, (unless the Contracting Officer grants a further period of time before the date of final payment under the Contract) notifies the Contracting Officer in writing of the causes of delay.

The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time far completing the work when, in his judgment, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in Article 7 herein.

If, after notice of termination of the Contractor's right to proceed under the provisions of this Article, it is determined for any reason that the Contractor was not in default under the provisions of this Article, or that the delay was excusable under the provisions of this Article, the rights and obligations of the parties shall be in accordance with Article 6 herein. Failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of Article 7 herein.

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

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

ARTICLE 6. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT

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

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

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

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

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

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

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

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

:

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

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

7. Use his best efforts to sell, in the manner, at the terms, to the extent, and at the price or prices directed or authorized by the Contracting Officer, any property of the types referred to in 6 above provided, however, that the Contractor:

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

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

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

8. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

9. Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to the Contract which is in the possession of the Contractor and in which the Government has or may acquire an interest.

10. The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the cost, or any item of reimbursable cost, under this Article.

11. "Plant clearance period" means, for each particular property classification (such as

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

At any time after expiration of the plant clearance period, as defined above, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Contracting Officer, and may request the Government to remove such items or enter into a storage agreement covering them. Not later than 15 days thereafter, the Government will accept title to such items and remove them or enter into a storage agreement covering the same; provided, that the list submitted shall be subject to verification by the Contracting Officer upon removal of the items or, if the items are stored, within 45 days from the date of submission of the list, and any necessary adjustments to correct the list as submitted, shall be made prior to final settlement.

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

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

E. In the event of the failure of the Contractor and the Contracting Officer to agree as provided in D above upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this Article, the Contracting Officer shall, subject to any review required by the Government's procedures in effect as of the date of execution of the Contract, determine, on the basis of information available to him, the amount, if any, due the Contractor by reason of the termination and shall pay to the Contractor the amounts determined by the Contracting Officer, as follows, but without duplication of any amounts agreed upon in accordance with D above:

1. With respect to all Contract work performed prior to the effective date of the Notice of Termination, the total (without duplication of any items) of:

a. The cost of such work;

b. The cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in B 5. above, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor prior to the effective date of the Notice of Termination of work under the Contract, which amounts shall be included in the cost on account of which payment is made under E1.a. above; and

c. A sum, as profit on E.1.a. above, determined by the Contracting Officer to be fair and reasonable; provided however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed under this subparagraph and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and provided further that profit shall be allowed only on preparations made and work done by the Contractor for the terminated portion of the Contract but may not be allowed on the Contractor's settlement expenses. Anticipatory profits and consequential damages will not be allowed. Any reasonable method may be used to arrive at a fair profit, separately or as part of the whole settlement.

2. The reasonable cost of the preservation and protection of property incurred pursuant to B.9; and any other reasonable cost incidental to termination of work under the Contract including expense incidental to the determination of the amount due to the Contractor as the result of the termination of work under the Contract.

F. The total sum to be paid to me Contractor under E.1. above shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. Except for normal spoilage, and except to the extent that the Government shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor under E.1. above, the fair value, as determined by the Contracting Officer, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the Government, or to a buyer pursuant to B.7 above.

G. The Contractor shall have the right of appeal, under Article 7 herein, from any determination made by the Contracting Officer under C. or E. above, except that, if the Contractor has failed to submit his claim within the time provided in C above and has failed to request extension of such time, he shall have no such right of appeal. In any case where the Contracting Officer has made a determination of the amount due under C. or E. above, the Government shall pay to the Contractor the following:

1. If there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Contracting Officer, or

2. If an appeal had been taken, the amount finally determined on such appeal.

H. In arriving at the amount due the Contractor under this Article there shall be deducted:

1. all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of the Contract;

2. any claim which the Government may have against the Contractor in connection with the Contract; and

3. the agreed price for, or the proceeds of sale of, any materials, supplies or other things kept by the Contractor or sold, pursuant to the provisions of this Article and not otherwise recovered by or credited to the Government.

I. If the termination hereunder be partial, prior to the settlement of the terminated portion of the Contract, the Contractor may file with the Contracting Officer a request in writing for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made at such price or prices; however, nothing contained herein shall limit the right of the Government and the Contractor to agree upon the amount or amounts to be paid to the Contractor for the completion of the continued portion of the Contract when said Contract does not contain an established Contract price for such continued portion.

J. The Government may from time to time, under such terms and conditions as it may prescribe, make partial payments against costs incurred by the Contractor in connection with the terminated portion of the Contract whenever in the opinion of the Contracting Officer the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this Article, such excess Shall be payable by the Contractor to the Government upon demand, together with interest computed at the rate of 6 percent per annum for the period from the date such excess is received by the Contractor to the date on which such excess is repaid to the Government; provided however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition, or such later date as determined by the Contracting Officer by reason of the circumstances.

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

ARTICLE 7. DISPUTES

A. All disputes arising under or relating to this contract shall be resolved as provided herein.
B. Claims by a Contractor against the Government.
(1) Claim, as used in Section B of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract

terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

(a) All claims by a Contractor against the Government arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision.
(b) Within 120 days after receipt of a claim, the Contracting Officer shall issue a decision, whenever possible taking into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
(c) Any failure by the Contracting Officer to issue a decision on a contract claim within the required time period shall be deemed to be a denial of the claim and shall authorize the commencement of an appeal on the claim as otherwise provided.
(d) (1) If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the Government for an amount equal to the unsupported part of the claim in addition to all costs to the Government attributable to the cost of reviewing that part of the Contractor's claim.
(2) Liability under this section shall be determined within 6 years of the commission of the misrepresentation of fact or fraud.
(e) All cost data, pricing data, and task data of claims hereunder must be certified as accurate, complete, required, and necessary to the best of the Contractor's knowledge and belief. Further, all task or work data in the claim must be described therein to the smallest unit of work or task. The Contracting Officer may require any additional certifications, descriptions or explanations of the claim.
(f) The parties agree that time is of the essence and all claims hereunder must be presented to the Contracting Officer for a final decision within thirty (30) days of the occurrence of the circumstances giving rise to such claim or within thirty (30) days of when the Contractor knew or should have known of the circumstances giving rise to such claim, otherwise compensation for that claim is waived.
(g) The parties agree that there shall be no claims for unabsorbed home office overhead.

(2) The Contractor's claim shall contain at least the following:
(a) A description of the claim and the amount in dispute;
(b) Any data or other information in support of the claim;
(c) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
(d) The Contractor's request for relief or other action by the Contracting Officer.
(e) The certification of the accuracy, completeness, requirement, and necessity of all aspects of the claim.

(3) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor.
(4) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.
C. Claims by the Government against a Contractor
(a) Claim as used in Section C of this clause, means a written demand or written assertion by the Government, including the Contracting Officer, seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. Nothing herein shall be construed to require the Government to notify the Contractor prior to the issuance of the Contracting Officer's final decision.
(b) (1) All claims by the Government against a Contractor arising under or relating to a contract shall be decided by the Contracting Officer, who shall issue a decision in writing and furnish a copy of the decision to the Contractor.
(2) The decision shall be supported by reasons and shall inform the Contractor of his or her rights. Specific findings of fact shall not be required.
(3) This clause shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.

(4) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor.
(5) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

ARTICLE 8. PAYMENTS TO CONTRACTOR—Unless otherwise provided in the Contract, the Government will pay the contract price or prices as hereinafter provided in accordance with Government regulations.

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

1. If such consideration is specifically authorized by the Contract;

2. If the Contractor furnishes satisfactory evidence that he has acquired title to such material, that it meets Contract requirements and that it will be utilized on the work covered by the Contract; and

3. If the Contractor furnishes to the Contracting Officer an itemized list.

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

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

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

ARTICLE 9. TRANSFER OR ASSIGNMENT—Unless otherwise provided by law, neither the Contract nor any interest therein may be transferred or assigned by the Contractor to any other party without the written consent of the Contracting Officer nor without the written acceptance by the surety on the performance and payment bond securing the Contract of the assignee as the Contractor and the principal on such bond; and any attempted transfer or assignment not authorized by this Article shall constitute a breach of the Contract and the Government may for such cause terminate the right of the Contractor to proceed in the same manner as provided in Article 5 herein, and the Contractor and his sureties shall be liable to the Government for any excess cost occasioned the Government thereby.

ARTICLE 10. MATERIAL AND WORKMANSHIP

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

B. SURPLUS MATERIALS USE—Whenever specified in the Contract or authorized by the Contracting Officer that materials become the property of the Contractor, which by reference or otherwise shall include disposal of materials, it is understood that the Contractor accepts such materials "as is" with no further expense or liability to the Government. If such material specified in the Contract will have a potential or real interest of value, the Contractor shall make allowance in the Contract to show such value.

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

D. Plant —The Contractor shall at all times employ sufficient tools and equipment for prosecuting the various classes of work to full completion in the manner and time required. The Contractor shall at all times perform work in sufficient light and shall provide proper illumination, including lighting required for night work as directed, as a Contract requirement. All equipment, tools, formwork and staging used on the project shall be of sufficient size and in proper mechanical and safe condition to meet work requirements, to produce satisfactory work quality and to prevent injury to persons, the project or adjacent property. When methods and equipment are not prescribed in the Contract, the Contractor is free to use tools, methods and equipment that he satisfactorily demonstrates will accomplish the work in conformity with Contract requirements.

If the Contractor desires to use a method or type of tool or equipment other than specified in the Contract, he shall request approval to do so; the request shall be in writing and shall include a full description of proposed methods, tools and equipment and reason for the change or substitution. Approval of substitutions and changed methods will be on condition that the Contractor will be fully responsible for producing work meeting Contract requirements. If after trial use of the substituted methods, tools and equipment, the Contracting Officer determines that work produced

does not meet Contract requirements, the Contractor shall complete remaining work with specified methods, tools and equipment.

E. CAPABILITY OF WORKERS- All work under the Contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require the Contractor to remove from the work any such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed by the Contracting Officer to be contrary to the public interest. Such request will be in writing:

F. CONFORMITY OF WORK AND MATERIALS—All work performed and materials and products furnished shall be in conformity, within indicated tolerances, with lines, grades, cross sections, details, dimensions, material and construction requirements shown or intended by the drawings arid specifications.

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

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

ARTICLE 11. INSPECTION AND ACCEPTANCE—Except as otherwise provided in the Contract, inspection and test by the Government of material and workmanship required by the Contract shall be made at reasonable times and at the site of the work, unless the Contracting Officer determines that such inspection or test of material which is to be incorporated in the work shall be made at the place of production, manufacture or shipment of such material. To the extent specified by the Contracting Officer at the time of determining to make off-site inspection or test, such inspection or test shall be conclusive as to whether the material involved conforms to Contract requirements. Such off-site inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the Government after acceptance of the completed work under the terms of the last paragraph of this Article, except as herein above provided.

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

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

1. May, by contract or otherwise, replace such material and correct such workmanship and charge the cost thereof to the Contractor, or

2. May terminate the Contractor's right to proceed in accordance with Article 5 herein.

The Contractor shall furnish promptly, without additional cost to the Government, all facilities, labor and material reasonably needed for performing such safe and convenient inspection and test as may be required by the Contracting Officer. All inspections and tests by the Government shall be performed in such manner as not unnecessarily to delay the work. Special, full size, and

performance tests shall be performed as described in the Contract. The Contractor shall be charged with any additional cost of inspection when material and workmanship are not ready for inspection at the time specified by the Contractor.

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

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

ARTICLE 12. SUPERINTENDENCE BY CONTRACTOR—The Contractor shall give his personal superintendence to the performance of the work or have a competent foreman or superintendent, satisfactory to the Contracting Officer, on the work site at all times during progress, with authority to act for him.

ARTICLE 13. PERMITS AND RESPONSIBILITIES—The Contractor shall, without expense to the Government, be responsible for obtaining any necessary licenses, certificates and permits, and for complying with any applicable Federal, State, and Municipal laws, codes and regulations, in connection with the prosecution of the work. He shall be similarly responsible for all damages to persons or property that occurs as a result of his fault or negligence. He shall take proper safety, health and environmental precautions to protect the work, the workers, the public, and the property of others. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction thereof which theretofore may have been accepted.

ARTICLE 14. INDEMNIFICATION—

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

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

ARTICLE 15. PROTECTION AGAINST TRESPASS—Except as otherwise expressly provided in the Contract, the Contractor is authorized to refuse admission either to the premises or to the working space covered by the Contract to any person whose admission is not specifically authorized in writing by the Contracting Officer.

ARTICLE 16. CONDITIONS AFFECTING THE WORK

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

B. WORK AND STORAGE SPACE—Available work and storage space designated by the Government shall be developed as required by the Contract or restored at completion of the project by the Contractor to a condition equivalent to that existing prior to construction. No payment will be made for furnishing or restoration of any work and storage space. If no area is designated or the area designated is not sufficient for the Contractor's operations, he shall obtain necessary space elsewhere at no expense or liability to the Government.

C. WORK ON SUNDAYS, LEGAL HOLIDAYS AND AT NIGHT—No work shall be done at any time on Sundays or legal holidays or on any other day before 7 a.m. or after 7 p.m., except with the written permission of the Contracting Officer and pursuant to the requirements of the Police Requirements of the Government.

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

E. UTILITIES AND VAULTS—The Contractor shall take necessary measures to prevent interruption of service or damage to existing utilities within or adjacent to the project. It shall be the Contractor's responsibility to determine exact locations of all utilities in the field.

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

In case of damage to utilities by the Contractor, either above or below ground, the Contractor shall restore such utilities to a condition equivalent to that which existed prior to the damage by repairing, rebuilding or otherwise restoring as may be directed, at the Contractor's sole expense. Damaged utilities shall be repaired by the Contractor or, when directed by the Contracting Officer, the utility owner will make needed repairs at the Contractor's expense.

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

F. SITE MAINTENANCE—The Contractor shall maintain the project site in a neat and presentable manner throughout the course of all operations, and shall be responsible for such maintenance until final acceptance by the Government. Trash containers shall be furnished, maintained and emptied by the Contractor to the satisfaction of the Contracting Officer. Excavated earthwork,

stripped forms and all other materials and debris not scheduled for reuse in the project shall be promptly removed from the site.

The Contracting Officer may order the Contractor to clean up the project site at any stage of work at no added expense to the Government If the Contractor fails to comply with this order, the Contracting Officer may require the work to be done by others and the costs will be charged to the Contractor.

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

G. PRIVATE WORK—Except as specifically authorized by the Contracting Officer, the Contractor shall not perform any private work abutting Government projects with any labor, materials, tools, equipment, supplies or supervision scheduled for the Contract until all work under the Contract has been completed. Contract materials used for any unauthorized purpose shall be subtracted from Contract amount.

H. GOVERNMENT NOISE CONTROL ACT OF 1977—The contractor shall be in strict compliance with [D.C. Law 2-53, Government of Columbia Noise Control Act of 1977 and all provisions thereof. Effective March 16, 1978. 24 D.C.Register 5293.] (Or relevant local law)

ARTICLE 17. OTHER CONTRACTS—The Government may undertake or award other contracts for additional work and the Contractor shall fully cooperate with such other contractors and Government employees and carefully coordinate his own work with such additional work as may be directed by the Contracting Officer. It is the duty of the Contractor to coordinate its activities with all third parties, including, but not limited to utilities, who may affect the Contract work hereunder. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Government employees. The Government assumes no liability, other than authorized time extensions, for Contract delays and damages resulting from delays and lack of progress by others. The Contractor shall make no claim against the Government for delay or damages resulting from the actions of third parties, including, but limited to utilities.

ARTICLE 18. PATENT INDEMNITY—Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any Letters Patent of the United States (except Letters Patent issued upon an application which is now or may hereafter be, for reasons of national security, ordered by the Federal Government to be kept classified or otherwise withheld from issue) arising out of the performance of the Contract or out of the use or disposal, by or for the account of the Government, of supplies furnished or construction work performed hereunder.

ARTICLE 19. ADDITIONAL BOND SECURITY—If any surety upon any bond furnished in connection with the Contract becomes unacceptable to the Government, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by the Government, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Government and of persons supplying labor or materials in the prosecution of the work contemplated by the Contract. Provided that upon the failure of the Contractor to furnish such additional security within ten (10) days after written notice so to do, all payments under the Contract will be withheld until such additional security is furnished.

ARTICLE 20. COVENANT AGAINST CONTINGENT FEES—The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or

consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 21. APPOINTMENT OF ATTORNEY—The Contractor does hereby irrevocably designate and appoint the Clerk of the Superior Court of the Government and his successors in office as the true and lawful attorney of the Contractor for the purpose of receiving service of all notices and processes issued by any court in the Government, as well as service of all pleadings and other papers, in relation to any action or legal proceeding arising out of or pertaining to the Contract or the work required or performed hereunder.

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

ARTICLE 22. GRATUITIES AND GOVERNMENT EMPLOYEES NOT TO BENEFIT

A. If it is found by the Department that gratuities (in the form of entertainment, gifts, payment, offers of employment or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any official, employee or agent of the District with a view toward securing the Contract or any other contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of the Contract, the Department may, by written notice to the Contractor, terminate the right of the Contractor to proceed under the Contract without liability and may pursue such other rights and remedies provided by law and under the Contract.

B. In the event the Contract is terminated as provided above, the Department shall be entitled:

   1. to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor; and

   2. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Department) which shall be not less than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee.

C. Unless a determination is made as provided herein, no officer or employee of the Government will be admitted to any share or part of this contract or to any benefit that may arise therefrom, and any contract made by the Contracting Officer or any Government employee authorized to execute contracts in which they or an employee of the Government will be personally interested shall be void, and no payment shall be made thereon by the Government or any officer thereof, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. A Government employee shall not be a party to a contract with the Government and will not knowingly cause or allow a business concern or other organization owned or substantially owned or controlled by the employee to be a party to such a contract, unless a written determination has been made by the head of the procuring agency that there is a compelling reason for contracting with the employee, such as when the Government's needs cannot reasonably otherwise be met. [DC Procurement Practices Act of l985, D.C. Law 6-85, D.C. Official Code, section 2-310.01, and Chapter 18 of the DC Personnel Regulations] (Or relevant local law). The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

ARTICLE 23. WAIVER—No Governmental waiver of any breach of any provision of the Contract shall operate as a waiver of such provision or of the Contract or as a waiver of subsequent or other breaches of the same or any other provision of the Contract; nor shall any action or non-action by the Contracting Officer or by the Government be construed as a waiver of any provision of the Contract or of any breach thereof unless the same has been expressly declared or recognized as a waiver by the Contracting Officer or the Government in writing.

ARTICLE 24. BUY AMERICAN.

The Contractor shall comply with the provisions of the Buy American Act (41 U.S.C. § 10a), including, but not limited to, the purchase of steel.

A. **AGREEMENT—**In accordance with the Buy American Act (41 USC l0a-l0d), and Executive Order 10582. December 17, 1954 (3 CFR, 1954-58 Comp., p. 230), as amended by Executive Order 11051, September 27,1962 (3 CFR, l059—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 non-domestic material listed in the Contract.

B. **DOMESTIC CONSTRUCTION MATERIAL**—"Construction material" means any article, material or 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 the United States exceeds 50 percent of the cost of all its components. "Component" means any article, material, or supply directly incorporated in a construction material. -

C. **DOMESTIC COMPONENT**—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 in which it is incorporated was manufactured in the United States and the component is of a class or kind determined by the Government to be not mined, produced or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality.

D. **FOREIGN MATERIAL** – When steel materials are used in a project a minimal use of foreign steel is permitted. The cost of such materials cannot exceed on-tenth of one percent of the total project cost, or $2,500,000, whichever is greater.

ARTICLE 25. TAXES

A. **FEDERAL EXCISE**—Materials, supplies and equipment are not subject to the Federal Manufacturer's Excise Tax, if they are furnished or used in connection with the Contract provided that title to such materials, supplies and equipment passes to the Government under the Contract. The Contractor shall in such cases furnish his subcontractors and suppliers with a purchaser's certificate in the form prescribed by the U.S. Internal Revenue Service.

B. **SALES AND USE TAXES**—Materials which are physically incorporated as a permanent part of real property are not subject to Government Sales and Use Tax. The Contractor shall, when purchasing such materials, furnish his suppliers with a Contractor's Exempt Purchase Certificate in the form prescribed in the Sales and Use Tax Regulations of the Government. Where the Contractor, subcontractor or material man has already paid the Sales and Use Tax on material, as prescribed above, the Sales and Use Tax Regulations of the Government permit the Contractor, subcontractor or material man to deduct the sales or use tax on the purchase price of

the same on his next monthly return as an adjustment. However, the Contractor, subcontractor or material man must satisfy the Chief Financial Officer for the Government that no sum in reimbursement of such tax was included in the Contract or else that the Government has received a credit under the Contract in an amount equal to such tax.

Government Sales and Use Tax shall be paid on any material and supplies, including equipment rentals, which do not become a physical part of the finished project. [See Government of Columbia Sales and Use Tax Administration Ruling No. 6] (Or relevant local law).

The Contractor, subcontractor, or material supplier shall provide proof of compliance with the provisions of [D.C. Law 9-260] (Or relevant local law), as amended, codified in [D.C. Code46-103] (Or relevant local law), Employer Contributions, prior to award.

The Contractor, subcontractor, or material supplier shall provide proof of compliance with the applicable tax filing and licensing requirements set forth in [D.C. Code, Title 47, Taxation and Fiscal Affairs] (Or relevant local law), prior to contract award.

ARTICLE 26. SUSPENSION OF WORK—The Contracting Officer may order the Contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the Government.

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

1. That performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the contractor, or

2. For which an equitable adjustment is provided or excluded under any other provision of the Contract.

No claim under this Article shall be allowed:

1. For any costs incurred more than 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 no apply as to a claim resulting from a suspension order), and

2. Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the Contract.

ARTICLE 27. SAFETY PROGRAM

A. **GENERAL**—In order to provide safety controls for the protection of the life and health of Government and Contract employees and the general public; prevention of damage to property, materials, supplies, and equipment; and for avoidance of work interruptions in the performance of the Contract, the Contractor shall comply with all applicable Federal and local laws governing safety, health and sanitation including the Safety Standards, Rules and Regulations issued by the American National Standards, U. S. Department of Labor, U. S. Department of Health and Human Services, [D.C. Minimum Wage and Industrial Safety Board] (Or relevant local law) and

the latest edition of "Manual of Uniform Traffic Control Devices" issued by the Federal Highway Administration.

The Contractor shall also take or cause to be taken such additional safety measures as the Contracting Officer may determine to be reasonably necessary.

The Contractor shall designate one person to be responsible for carrying out the Contractor's obligation under this Article.

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

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

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

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

B. CONTRACTOR'S PROGRAM SUBMISSION—Prior to commencement of the work, the Contractor shall:

1. Submit in writing to the Contracting Officer for his approval his program for complying with this Article for accident prevention.

2. Meet with the Contracting Officer's Safety Representative after submission of the above program to develop a mutual understanding relative to the administration of the overall safety program.

ARTICLE 28. RETENTION OF RECORDS—Unless otherwise provided in the Contract, or by applicable statute, the Contractor, from the effective date of Contract completion and for a period of three years after final settlement under the Contract, shall preserve and make available to the Government at all reasonable times at the office of the Contractor but without direct charge to the Government, all his books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under the Contract.

ARTICLE 29. RECOVERY OF DEBTS OWED THE GOVERNMENT---The Contractor hereby agrees that the Government may use all or any portion of any payment, consideration or refund due the Contractor under the Contract to satisfy, in whole or part, any debt due the Government.

ARTICLE 30. ADMINISTRATIVE LIQUIDATED DAMAGES---In addition to any other liquidated damages provided for in the Contract, the Contractor hereby agrees that the Government may assess administrative liquidated damages for the Contractor's failure to submit when due any deliverable required by the Contract. Unless otherwise prescribed by the Contracting Officer, the rate of the administrative liquidated damages shall be $250 per day until the required deliverable is received and

accepted by the Government. The Government's remedies for failure to comply with the Contract terms and conditions are cumulative and not exclusive. Nothing herein shall be construed to limit the Government's ability to terminate the Contractor for the failure to submit Contract deliverables when due.

ARTICLE 31. ANTI-COMPETITIVE PRACTICES AND ANTI-KICKBACK PROVISIONS.

A. The Contractor recognizes the need for markets to operate competitively and shall observe and shall comply with all applicable law, rules, and regulations prohibiting anti-competitive practices. The Contractor shall not engage, directly or indirectly, in collusion or other anti-competitive practices that reduces or eliminates competition or restrains trade. The Department shall report to the appropriate authority any activity that evidences a violation of the antitrust laws, and take such other further action to which it is entitled or obligated under the law.

B. The Contractor shall observe and comply with all applicable law, rules, and regulations prohibiting kickbacks and, without limiting the foregoing, Contractor shall not (i) provide or attempt to provide or offer to provide any kickback; (ii) solicit, accept, or attempt to accept any kickback; or (iii) include, directly or indirectly, the amount of any kickback in the contract price charged by Contractor or a Subcontractor of the Construction Manager to the Department. The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in this subparagraph in its own operations and direct business relationships. The Department may take any recourse available to it under the law for violations of this anti-kickback provision.

C. The Contractor represents and warrants that it did not, directly or indirectly, engage in any collusive or other anti-competitive behavior in connection with the bid, negotiation or award of the Contract. Further, the Contractor represents and warrants that it will not either directly or indirectly, engage in any collusive or other anti-competitive behavior in connection with the performance and administration of the Contract. In the event the Department determines that there has been a violation of these provisions, it may terminate the contract without liability.

ARTICLE 32. NON-DISCRIMINATION IN EMPLOYMENT PROVISIONS.

A. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap. The affirmative action shall include, but not be limited to, the following:

1. Employment, upgrading, or transfer;

2. Recruitment or recruitment advertising;

3. Demotion, layoff, or termination;

4. Rates of pay, or other forms of compensation; and
5. Selection for training and apprenticeship.

B. Unless otherwise permitted by law and directed by the Department, the Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department setting forth the provisions of this Section concerning non-discrimination and affirmative action.

C. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in this Section.

D. The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract or understanding, a notice to be provided by the Department, advising each labor union or workers' representative of the Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor agrees to permit access by the Department to all books, records and accounts pertaining to its employment practices for purposes of investigation to ascertain compliance with this Section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

F. The Contractor shall include in every subcontract the equal opportunity clauses of this Section so that such provisions shall be binding upon each Subcontractor or vendor.

G. The Contractor shall take such action with respect to any Subcontractor as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for non-compliance.

ARTICLE 33. ETHICAL STANDARDS FOR DEPARTMENT'S EMPLOYEES AND FORMER EMPLOYEES---The Department expects the Contractor to observe the highest ethical standards and to comply with all applicable law, rules, and regulations governing ethical conduct or conflicts of interest. Neither the Contractor, nor any person associated with the Contractor, shall provide (or seek reimbursement for) any gift, gratuity, favor, entertainment, loan or other thing of value to any employee of the District or the Department not in conformity with applicable law, rules or regulations. The Contractor shall not engage the services of any person or persons in the employment of the Department or the District for any Work required, contemplated or performed under the Contract. The Contractor may not assign to any former Department or District employee or agent who has joined the Contractor's firm any matter on which the former employee, while in the employ of the Department, had material or substantial involvement in the matter. The Contractor may request a waiver to permit the assignment of such matters to former Department personnel on a case-by-case basis. The Contractor shall include in every subcontract a provision substantially similar to this section so that such provisions shall be binding upon each Subcontractor or vendor.

ARTICLE 34. CONSTRUCTION. The Contract shall be construed fairly as to all parties and not in favor of or against any party, regardless of which party prepared the Contract.

ARTICLE 35. SURVIVAL. All agreements warranties, and representations of the Contractor contained in the Contract or in any certificate or document furnished pursuant to the Contract shall survive termination or expiration of the Contract.

ARTICLE 36. REMEDIES CUMULATIVE. Unless specifically provided to the contrary in the Contract, all remedies set forth in the Contract are cumulative and not exclusive of any other remedy the Government may have, including, without limitation, at law or in equity. The Government's rights and remedies will be exercised at its sole discretion, and shall not be regarded as conferring any obligation on the Government's to exercise those rights or remedies for the benefit of the Contractor or any other person or entity.

ARTICLE 37. ENTIRE AGREEMENT; MODIFICATION. The Contract supersedes all contemporaneous or prior negotiations, representations, course of dealing, or agreements, either written or oral. No modifications to the Contract shall be effective against the Department unless made in writing signed by both the Department and the Contractor, unless otherwise expressly provided to the contrary in the Contract. Nothing herein shall be construed to limit the Department's right to issue unilateral modifications to the contract.

ARTICLE 38. SEVERABILITY. In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity,

illegality or unenforceability shall not affect any other provision of this Contract, and in lieu of each such invalid, illegal or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable; each part of this Contract is intended to be severable.

ARTICLE 39. FORCE MAJEURE---If the Contractor, because of Force Majeure, is rendered wholly or partly unable to perform its obligations when due under this Contract, the Contractor may be excused from whatever performance is affected by the Force Majeure to the extent so affected. In order to be excused from its performance obligations under this Contract by reason of Force Majeure, within 72 hours of the occurrence or event, the Contractor must provide the Contracting Officer written notice of its inability to perform as well as a description of the force majeure and its effect on Contract performance. The Contracting Officer will have the right to cause the inspection of the work site to determine the validity of the Contractor's assertion of its inability to perform. If the Contracting Officer agrees that the Contractor is wholly or partly unable to perform its obligations under the Contract a decision will be issued indicating the extent to which the Contractor is excused from its performance obligations. In no event will the Contractor be entitled to money damages from the Government due to force majeure.