

J.1

SECTION 00 0101 - PROJECT TITLE PAGE

**PROJECT MANUAL
FOR**

ROOF REPLACEMENT AND MASONRY RESTORATION AT 1131 SPRING ROAD. NW

OWNER'S PROJECT NUMBER: XXX

DEPARTMENT OF GENERAL SERVICES WASHINGTON, DC - DRES

**1131 SPRING RD., NW
WASHINGTON , DC 20010**

**DATE: APRIL 15, 2016
Revised 11.26.18**

PREPARED BY:

BLUEFIN, LLC

END OF SECTION

SECTION 00 0102 - PROJECT INFORMATION

PART 1 GENERAL

1.01 PROJECT IDENTIFICATION

- A. Project Name: Roof Replacement Roof Replacement and Masonry Restoration at 1131 Spring Road. NW , located at:
- B. Owner's Project Number: xxx.
1131 Spring Rd., NW.
Washington, DC 20010.
- C. The Owner, hereinafter referred to as Owner: Department of General Services Washington, DC - DRES

1.02 NOTICE TO PROSPECTIVE BIDDERS

- A. These documents constitute an Invitation to Bid to Contractors for the construction of the project described below.

1.03 PROJECT DESCRIPTION

- A. Summary Project Description: This project consists the removal and replacement of the existing BUR system to the concrete deck, installation of a new 80 mil PVC roof assembly over 1/4" coverboard, 2 layers of 2" Isocyanurate roof insulation, and an SA vaporbarrier..

Alternates 1 & 2 are for tuckpointing and masonry restoration of the perimeter parapet walls at the interior and exterior facades above the roof deck, including the high parapet area at the front of the building. Contractor to incorporate Masonry Allowances into the bid as designated in the Allowances Table located on sheet M1.0, Detail 9.

Alternate 3: Fabricate and install new 302/304 .018"Stainless gutter and downspouts

1.04 PROCUREMENT TIMETABLE

- A. Last Request for Substitution Due: 7 days prior to due date of bids.
- B. Last Request for Information Due: 7 days prior to due date of bids.
- C. Bid Due Date: TBD, before 4 PM local time.
- D. Bid Opening: Same day, TBD local time.
- E. The Owner reserves the right to change the schedule or terminate the entire procurement process at any time.

1.05 PROCUREMENT DOCUMENTS

- A. Availability of Documents: Complete sets of procurement documents may be obtained:
 - 1. From Owner at the Project Manager's address listed above.

PART 2 PRODUCTS (NOT USED)

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END OF SECTION

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END OF SECTION

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THE PROJECT AND THE PARTIES

1.01 TO:

- A. Department of General Services Washington, DC - DRES (Owner)
1250 U St, NW
Washington, DC

1.02 FOR:

- A. Project: Roof Replacement Roof Replacement and Masonry Restoration at 1131 Spring Road.
NW
- B. Owner's Project Number: xxx
1131 Spring Rd., NW
Washington, DC 20010

1.03 DATE: _____ (BIDDER TO ENTER DATE)

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name _____

1. Address _____

2. City, State, Zip _____ , _____ _____

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Department of General Services, Washington DC for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

- B. BASE BID: _____
_____ dollars

(\$ _____), in lawful money of the United States of America.

- C. ALTERNATE 1 (Masonry Restoration - Interior high parapet): _____ dollars

(\$ _____), in lawful money of the United States of America.

- D. ALTERNATE 2 (Masonry Restoration - Exterior masonry units above the roof deck): _____ dollars

(\$ _____), in lawful money of the United States of America.

- E. ALTERNATE 3 (Gutter and Downspout Replacement): _____ dollars

(\$ _____), in lawful money of the United States of America.

- F. We have included the required security deposit as required by the Instruction to Bidders.

- G. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.

1. The cost of the required performance assurance bonds is _____ dollars
(\$ _____), in lawful money of the United States of America.

- H. All applicable federal taxes are included and State of _____ taxes are included in the Bid Sum.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
1. Execute the Agreement within the allotted time allowed by DC DGS General Requirements after receipt of Notice of Award.
 2. Furnish the required bonds within the allotted time allowed by DC DGS General Requirements after receipt of Notice of Award.
- C. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.07 CONTRACT TIME

- A. If this Bid is accepted, we will:
- B. Complete the Work in _____ calendar weeks from Notice to Proceed.
(Bidder to enter number of weeks.)

1.08 UNIT PRICES

- A. The following are Unit Prices for specific portions of the Work as listed. The following is the list of Unit Prices:
- B. ITEM DESCRIPTION - UNIT QUANTITY - UNIT PRICE - ITEM VALUE
- C. Masonry Restoration - Tuckpointing - Sq Ft. - _____ - \$
- D. Concrete Deck Repairs - up to 1" deep - Sq Ft. - _____ - \$
- E. Concrete Deck Repair - 1-3" Deep - Sq Ft - _____ - \$

1.09 CHANGES TO THE WORK

- A. When Consultant establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
1. _____ percent overhead and profit on the net cost of our own Work;
 2. _____ percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus _____ of the overhead and profit percentage noted above.

1.10 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
1. Addendum # _____ Dated _____.
 2. Addendum # _____ Dated _____.

1.11 BID FORM SUPPLEMENTS

- A. The following information is included with Bid submission:
1. Subcontractors: _____, _____, _____.
 2. Unit Prices: Concrete Deck Repair, _____, _____.

1.12 BID FORM SIGNATURE(S)

The Corporate Seal of:

(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

(Authorized signing officer, Title)

(Seal)

(Authorized signing officer, Title)

1.13 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF SECTION

SECTION 00 4322 - UNIT PRICES FORM

PARTICULARS

1.01 THE FOLLOWING IS THE LIST OF UNIT PRICES REFERENCED IN THE BID SUBMITTED BY:

1.02 (BIDDER) _____

1.03 TO (OWNER): DEPARTMENT OF GENERAL SERVICES WASHINGTON, DC - DRES

1.04 DATED _____ AND WHICH IS AN INTEGRAL PART OF THE BID FORM.

**1.05 THE FOLLOWING ARE UNIT PRICES FOR SPECIFIC PORTIONS OF THE WORK AS LISTED,
AND ARE APPLICABLE TO AUTHORIZED VARIATIONS FROM THE CONTRACT
DOCUMENTS.**

UNIT PRICE LIST

2.01 ITEM DESCRIPTION	UNIT QUANTITY	UNIT VALUE
2.02 MASONRY RESTORATION - TUCKPOINTIN	SQUARE FEET	_____
2.03 CONCRETE DECK REPAIRS - UP TO 1" DEEP	SQUARE FEET	_____
2.04 CONCRETE DECK REPAIR - 1-3" DEEP	SQUARE FEET	_____

END OF SECTION

SECTION 01 1000 - SUMMARY

SECTION 011000

SUMMARY

PART 1 GENERAL

1.01 PROJECT INCLUDES

- A. Project Name: Roof Replacement and Masonry Restoration at 1131 Spring Road. NW
- B. Owner's Name: District of Columbia Department of General Services
- C. The Project consists of the removal to the structural deck and subsequent replacement of existing roof system(s) within the scope of this project and related work.

1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price.

1.03 SCOPE OF WORK

- A. Roof Replacement:
 - 1. Scope of demolition and replacement Work shall include items shown on included Contract Drawings and related Work.
 - 2. Remove and dispose of existing built-up roof system to the structural concrete roof deck.
 - 3. Assure all joints, penetrations and perimeters in existing deck are sealed.
 - 4. Miscellaneous Items:
 - a. Remove all unused equipment and penetrations. In-fill deck with approved similar materials as necessary.
 - b. Remove and/or replace all unused vents as noted during the pre-bid conference.
 - c. Prime concrete deck with approved primer per manufacturer's specifications.
 - d. Provide self-adhered vapor retarder as recommended by roof system manufacturer.
 - e. Provide the combination of flat and tapered polyisocyanurate insulation system, adhered in cold process adhesive or low rise foam in accordance with manufacturers specifications to meet local wind up-lift codes.
 - f. Provide specified cover board insulation, adhere in low rise foam adhesive in accordance with manufacturers specifications to meet local wind up-lift codes..
 - g. Provide nominal 80 mil PVC single-ply totally adhered roof membrane system in accordance with manufacturers specifications to meet local wind up-lift codes and specified 20+10 warranty requirements (20 year NDL and 30 year material)
 - h. All roof curbs must have a minimum of 8" finished flashing height after the new roof insulation is applied. Any flashings not meeting that criteria will require the roof curb to be raised or a written deviation acceptance from the membrane manufacturer for the life of the new roof system warranty.
 - i. Remove the existing roof scuttle and replace with new mechanical roof hatch as shown in detail 11 / R1.1
 - j. Re-use, repair and replace all damaged terracotta coping to match the existing to the greatest extend possible.
 - k. **Alternate 1 & 2:** Masonry Restoration - "Tuck-pointing" of the mortar joints at all exposed parapet walls above the through wall flashing at the interior and exterior facades. The masonry restoration will be required as an "Add Alternate"
 - l. **Alternate 3:** Replace existing gutter with a new .018" stainless gutter to match the existing profile. Fabricate new 30 / 400 series Stainless gutter brackets and hangers to match the existing in gauge and thickness. Fabricate and install new 302/304 .018" stainless downspouts to match the existing size and securement to the existing masonry wall.
 - m. Provide new architectural sheet metal flashings, as specified and designed in accordance with manufacturers specifications to meet local wind up-lift codes.
 - n. Protect all building surfaces and infrastructure from construction related damages, staining, or misuse throughout the project.

PART 1 GENERAL

2.01 PROJECT

- A. Project Name: Roof Replacement and Masonry Restoration at 1131 Spring Road. NW
- B. Owner's Name: Department of General Services Washington, DC - DRES.
- C. Consultant's Name: BLUEFIN, LLC.

2.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 5200 - Agreement Form.

2.03 DESCRIPTION OF ALTERATIONS WORK

- A. Scope of alterations work is indicated on drawings.

2.04 OWNER OCCUPANCY

- A. Owner intends to continue to occupy adjacent portions of the existing building during the entire construction period.
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

2.05 CONTRACTOR USE OF SITE AND PREMISES

- A. Provide access to and from site as required by law and by Owner:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- B. Time Restrictions:
 - 1. Limit conduct of exterior work to local ordinance requirements.
- C. Utility Outages and Shutdown:
 - 1. Prevent accidental disruption of utility services to other facilities.

2.06 SPECIFICATION SECTIONS APPLICABLE TO ALL CONTRACTS

- A. Unless otherwise noted, all provisions of the sections listed below apply to all contracts. Specific items of work listed under individual contract descriptions constitute exceptions.
- B. Section 01 2000 - Price and Payment Procedures.
- C. Section 01 2100 - Allowances.
- D. Section 01 2200 - Unit Prices.

END OF SECTION

SECTION 01 3100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Coordination drawings.
 - 2. Requests for Information (RFIs).
 - 3. Project Web site.
 - 4. Project meetings.
- B. Related Requirements:
 - 1. Section 01700 "Execution and Closeout Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.02 DEFINITIONS

- A. RFI: Request from Owner, Design Consultant, or Contractor seeking information required by or clarifications of the Contract Documents.

1.03 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.

1.04 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's construction schedule.
 - 2. Preparation of the schedule of values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Preinstallation conferences.
 - 7. Project closeout activities.

1.05 REQUESTS FOR INFORMATION (RFIS)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 - 1. Design Consultant will return RFIs submitted to Design Consultant by other entities controlled by Contractor with no response.
 - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in
 - 3. Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 - 1. Project name.
 - 2. Project number.
 - 3. Date.
 - 4. Name of Contractor.
 - 5. Name of Design Consultant.
 - 6. RFI number, numbered sequentially.
 - 7. RFI subject.
 - 8. Specification Section number and title and related paragraphs, as appropriate.
 - 9. Drawing number and detail references, as appropriate.
 - 10. Field dimensions and conditions, as appropriate.
 - 11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 - 12. Contractor's signature.
 - 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
- C. RFI FORMS: AIA DOCUMENT G716 OR AS PROVIDED IN CONTRACT DOCUMENTS.
- D. Design Consultant's Action: Design Consultant will review each RFI, determine action required, and respond. Allow seven working days for Design Consultant's response for each RFI. RFIs received by Design Consultant after 1:00 p.m. will be considered as received the following working day.
 - 1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - e. Incomplete RFIs or inaccurately prepared RFIs.
 - 2. Design Consultant's action may include a request for additional information, in which case Design Consultant's time for response will date from time of receipt of additional information.
 - 3. Design Consultant's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit a Potential Change Proposal in accordance with Contract Modification Procedures
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Design Consultant in writing within 10 days of receipt of the RFI response.
 - 4. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:
 - a. Project name.
 - b. Name and address of Contractor.
 - c. Name and address of Design Consultant.
 - d. RFI number including RFIs that were dropped and not submitted.

- e. RFI description.
- f. Date the RFI was submitted.
- g. Date Architect's response was received.
- 5. On receipt of Design Consultant's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Design Consultant within seven days if Contractor disagrees with response.
 - a. Identification of related Minor Change in the Work, Construction Change, Directive, and Proposal Request, as appropriate.
 - b. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate

1.06 PROJECT MEETINGS

- A. General: Design Consultant will schedule and conduct meetings and
 - 1. Attendees: Participants and others involved, and individuals whose presence is required, will be notified by the Design Consultant of date and time of each meeting.
 - 2. Agenda: Meeting Agenda will be prepared by the Design Consultant and distributed to all invited attendees.
 - 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved.
- B. Preconstruction Conference: Design Consultant will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
 - 1. Attendees: Authorized representatives of Owner, Design Consultant, Contractor and its superintendent, and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Critical work sequencing and long-lead items.
 - c. Designation of key personnel and their duties.
 - d. Procedures for processing field decisions and Change Orders.
 - e. Procedures for RFIs.
 - f. Procedures for processing Applications for Payment.
 - g. Distribution of the Contract Documents.
 - h. Submittal procedures.
 - i. Preparation of record documents.
 - j. Use of the premises and existing building.
 - k. Work restrictions
 - l. Working hours.
 - m. Owner's occupancy requirements.
 - n. Responsibility for temporary facilities and controls.
 - o. Procedures for moisture and mold control.
 - p. Procedures for disruptions and shutdowns.
 - q. Parking availability.
 - r. Office, work, and storage areas.
 - s. Equipment deliveries and priorities.
 - t. First aid.
 - u. Security.
 - v. Progress cleaning.
 - 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Design Consultant will conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting.
 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Related RFIs.
 - c. Deliveries.
 - d. Submittals.
 - e. Review of mockups.
 - f. Possible conflicts.
 - g. Compatibility problems.
 - h. Time schedules.
 - i. Weather limitations.
 - j. Manufacturer's written instructions.
 - k. Warranty requirements.
 - l. Compatibility of materials.
 - m. Acceptability of substrates.
 - n. Temporary facilities and controls.
 - o. Space and access limitations.
 - p. Regulations of authorities having jurisdiction.
 - q. Installation procedures.
 - r. Coordination with other work.
 - s. Required performance results
 - t. Protection of construction and personnel.
 3. DGS Project Manager / Design Consultant will record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 4. Reporting: Minutes of the meeting will be distributed by the DGS Project Manager / Design Consultant to each party present and to other parties requiring information.
 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Design Consultant will conduct progress meetings at biweekly intervals.
1. Attendees: In addition to representatives of Owner and Design Consultant, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
- E. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress.
1. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 2. Review present and future needs of each entity present, including the following:
 - a. Interface requirements.
 - b. Sequence of operations.
 - c. Status of submittals.

- d. Deliveries.
 - e. Off-site fabrication.
 - f. Access.
 - g. Site utilization.
 - h. Temporary facilities and controls.
 - i. Progress cleaning.
 - j. Quality and work standards.
 - k. Status of correction of deficient items.
 - l. Field observations.
 - m. Status of RFIs.
 - n. Status of proposal requests.
 - o. Pending changes.
 - p. Status of Change Orders.
 - q. Pending claims and disputes.
 - r. Documentation of information for payment requests
- 3. Distribute the meeting minutes to each party present and to parties requiring information.
- F. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (NOT USED)

SECTION 01 4000 - QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittals.
- B. Regulatory Requirements
- C. References and standards.
- D. Testing and inspection agencies and services.
- E. Control of installation.
- F. Mock-ups.
- G. Tolerances.
- H. Manufacturers' field services.
- I. Defect Assessment.

1.02 RELATED REQUIREMENTS

- A. Document 00 3100 - Available Project Information: existing roofing construction
- B. Section 01 3000 - Administrative Requirements: Submittal procedures.
- C. Section 01 4216 - Definitions.
- D. Section 01 6000 - Product Requirements: Requirements for material and product quality.

1.03 REGULATORY REQUIREMENTS

- A. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Consultant, in quantities specified for Product Data.
 - 1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 - 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Consultant.
- B. Comply with all applicable Federal, State and local codes and ordinances in force at the project site.
- C. Apply, obtain and pay for required local and regional building permits and fees to legally execute the Work of this Contract.
- D. Airborne asbestos fibers, lead and PCB compounds, if encountered, have been determined to be hazardous to one's health. Compliance with all possible Federal, State and Local regulations as they relate to handling these materials is the Contractor's responsibility.
- E. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Consultant, in quantities specified for Product Data.
 - 1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- F. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.04 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

- B. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Consultant before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Consultant shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.05 INSTALLERS QUALITY ASSURANCE

- A. Contractor shall take complete charge of the work under this contract and coordinate the work of all trades on the project.
- B. Monitor quality control over suppliers, manufacturers, products, services, site conditions and workmanship to produce Work of specified quality.
- C. Should manufacturer's instructions conflict with Contract Documents, request and receive clarification from the Consultant before proceeding.
- D. Perform Work by persons qualified to produce required and specified quality.
- E. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes or specified requirements indicate a higher standards or more precise workmanship.
- F. Contractor shall obtain complete data at the site and inspect surfaces that are to receive the Work before proceeding with fabricating, assembling, fitting or erecting the work. The Contractor shall be solely responsible for the accuracy of measurements and laying out of the work and shall make good any errors, defects due to faulty measurements taken, information obtained, layout, or failure to report discrepancies.
- G. The Contractor shall notify the Consultant in writing in case of discrepancies between existing work and drawings, and defects in such surfaces that are to receive the work. The Consultant will evaluate the notice and direct what remedial action will be taken.
- H. Contractor shall apply, install, connect, erect, use, clean and condition manufactured articles, materials, and equipment as recommended by the manufacturer, unless specified to the contrary.
- I. Testing and Inspection Agencies and Services

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Consultant before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.

- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.
- H. All applications will adhere to the manufacturers' specifications to meet the specified warranty term. Any and all "upgraded" scope of work requirements by the manufacturer to meet the warranty terms will be made part of this specification, expressed or implied.

3.02 MOCK-UPS

- A. Before installing portions of the Work where mock-ups are required, construct mock-ups in location and size indicated for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work. The purpose of mock-up is to demonstrate the proposed range of aesthetic effects and workmanship.
- B. Notify Consultant fifteen (15) working days in advance of dates and times when mock-ups will be constructed.
- C. Tests shall be performed under provisions identified in this section and identified in the respective product specification sections.
- D. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- E. Accepted mock-ups shall be a comparison standard for the remaining Work.
- F. Where mock-up has been accepted by Consultant and is specified in product specification sections to be removed, remove mock-up and clear area when directed to do so by Consultant.

3.03 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' and industry standard tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Consultant before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.04 TESTING AND INSPECTION

- A. Testing Agency Duties:
 - 1. Provide qualified personnel at site. Cooperate with Consultant and Contractor in performance of services.
 - 2. Perform specified sampling and testing of products in accordance with specified standards.
 - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 4. Promptly notify Consultant and Contractor of observed irregularities or non-compliance of Work or products.
 - 5. Perform additional tests and inspections required by Consultant.
 - 6. Submit reports of all tests/inspections specified.
- B. Limits on Testing/Inspection Agency Authority:
 - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency may not approve or accept any portion of the Work.
 - 3. Agency may not assume any duties of Contractor.
 - 4. Agency has no authority to stop the Work.
- C. Contractor Responsibilities:
 - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 - 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
 - 3. Provide incidental labor and facilities:

- a. To provide access to Work to be tested/inspected.
- b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
- c. To facilitate tests/inspections.
- d. To provide storage and curing of test samples.
- 4. Notify Consultant and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
- 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- D. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Consultant.
- E. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

3.05 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of manufacturer's inspector to Consultant 10 days in advance of required observations.
 - 1. Manufacturer's inspector subject to approval of Consultant.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.06 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not complying with specified requirements.
- B. The Owner may request testing of materials and/or installation to determine compliance with the specification. The Contractor shall pay for all costs associated.
- C. Testing shall be accomplished by a testing firm designated by the Owner. Tests shall be conducted using recognized standards. The Consultant shall evaluate and issue a report to the Owner and Contractor regarding the results and provide recommendation for resolution.
- D. If any test results indicate non-compliance with the specification the Contractor shall pay for all testing and associated reporting costs.
- E. Replace Work or portions of the Work not conforming to specified requirements.
- F. If, in the opinion of Consultant, it is not practical to remove and replace the Work, Consultant will direct an appropriate remedy or adjust payment.

END OF SECTION

SECTION 01 5000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary utilities.
- B. Temporary telecommunications services.
- C. Temporary sanitary facilities.
- D. Temporary Controls: Barriers, enclosures, and fencing.
- E. Security requirements.
- F. Vehicular access and parking.
- G. Waste removal facilities and services.

1.02 TEMPORARY UTILITIES - SEE SECTION 01 5100

- A. Owner will provide the following:
 - 1. Electrical power , consisting of connection to existing facilities.
 - 2. Water supply, consisting of connection to existing facilities.

1.03 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

1.04 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Provide protection for plants designated to remain. Replace damaged plants.
- D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.
- E. Contractor shall surround set-up area with a fence and provide additional fence as necessary to meet applicable safety regulations.

1.05 SECURITY - SEE SECTION 01 3553

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

1.06 VEHICULAR ACCESS AND PARKING - SEE SECTION 01 5500

- A. Coordinate access and haul routes with governing authorities and Owner.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Provide means of removing mud from vehicle wheels before entering streets.
- D. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

1.07 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.

- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.08 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 6000 - PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Substitution limitations.

1.02 PRODUCT DELIVERY REQUIREMENTS

- A. Contractor or the Contractor's authorized representative must be present to accept delivery of all equipment and material shipments. The Owner will not knowingly accept, unload or store anything delivered to the site for the Contractor's use. Inadvertent acceptance of delivered items by any representative or employee of the Owner shall not constitute acceptance or responsibility for any of the materials or equipment. It shall be the Contractor's responsibility to assume liability for equipment or material delivered to the job site.

1.03 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Contractor shall confine equipment, apparatus, storage of materials and operations to limits indicated on the drawings or agreed to by the Owner at the pre-construction meeting. Contractor shall not bring material onto the site until they are needed for the progress of the work.
- B. The storage of materials on the grounds shall be in strict accordance with the instructions stated within the technical sections. Storage of materials on the roof shall at no time exceed the design carrying capacity of the structural system.
- C. All hazardous materials, including motor fuels, shall be properly handled and contained to prevent spills or other releases. The Contractor shall develop and maintain a contingency plan to provide emergency response, containment, and cleanup of spills of hazardous materials resulting from contract activities. All spills and releases shall be reported to the Owner.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by the Contract Documents.
- B. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.

2.02 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.

2.03 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

- A. See Section 01 2500 - Substitution Procedures.

- B. Instructions to Bidders specifies time restrictions for submitting requests for substitutions during the bidding period and the documents required. Comply with requirements specified in Section 00 2113.
- C. A request for substitution constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- D. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- E. Substitution Submittal Procedure (after contract award):
 - 1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.
 - 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
 - 3. The Consultant will notify Contractor in writing of decision to accept or reject request.

3.02 TRANSPORTATION AND HANDLING

- A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- B. Transport and handle products in accordance with manufacturer's instructions.
- C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- D. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- E. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- F. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 7419.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Do not store products directly on the ground.
- I. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- J. Prevent contact with material that may cause corrosion, discoloration, or staining.

- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 01 7000 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Pre-installation meetings.
- C. Cutting and patching.
- D. Surveying for laying out the work.
- E. Cleaning and protection.
- F. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
- G. General requirements for maintenance service.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: Limitations on working on the existing building; continued occupancy; and work sequence.
- B. Section 01 4000 - Quality Requirements: Testing and inspection procedures.
- C. Section 01 5000 - Temporary Facilities and Controls: Temporary exterior enclosures.
- D. Section 01 7800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties.
- E. Section 02 4100 - Demolition: Demolition of whole structures and parts thereof; site utility demolition.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate Contractor.
 - 6. Include in request:
 - a. Identification of Project.
 - b. Location and description of affected work.
 - c. Necessity for cutting or alteration.
 - d. Description of proposed work and products to be used.
 - e. Date and time work will be executed.

1.04 QUALIFICATIONS

- A. For demolition work, employ a firm specializing in the type of work required.

1.05 PROJECT CONDITIONS

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
- C. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.

1.06 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Coordinate completion and clean-up of work of separate sections.
- C. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.07 CLOSEOUT SUBMITTALS

- A. Upon "Substantial Completion" of project, the Contractor shall submit the below listed item to the Consultant for presentation to the Owner.
 - 1. Twenty (20) year Manufacturer's no dollar limit (NDL) system warranty, with a separate 30 year Material Only warranty.
 - 2. Twenty (20) year sheet metal Manufacturer's finish warranty.
 - 3. Two (5) year Contractor's material and labor warranty.
 - 4. Waste manifests (for ACM), if applicable.
 - 5. Contractor's as-built drawings showing changes to the contract documents, if applicable.
 - 6. Signed Manufacturer's Warranty Inspection punch list, indicating completion of any outstanding items.
 - 7. Such other written guarantees or warranties, as required by the technical sections.
 - 8. Final Waivers of Lien.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Consultant four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of examination, preparation and installation procedures.
 - 2. Review coordination with related work.
- E. Contractor is to record minutes and distribute copies within two days after meeting to participants, with two copies to Consultant, Owner, participants, and those affected by decisions made.

3.04 LAYING OUT THE WORK

- A. Promptly notify Consultant of any discrepancies discovered.
- B. Promptly report to Consultant any changes in the roof plans or relocation required because of hidden conditions, changes in scope of work or other reasons.
- C. Periodically verify field conditions and tapered layouts to insure accuracy of manufacturers' plans.
- D. Maintain a complete and accurate log of control and installation as it progresses.

3.05 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.06 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Consultant before disturbing existing installation.
 - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Maintain a weatherproof roof on the exterior building enclosure.
 - 1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
 - 2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.
- C. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
 - 2. Remove no more roofing and weatherproofing than can be made watertight the same day.
 - 3. Remove items indicated on drawings.
 - 4. Relocate items indicated on drawings.
 - 5. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 - 6. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.

- D. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
 - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 - 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
 - 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. Provide temporary connections as required to maintain existing systems in service.
 - 4. Verify that abandoned services serve only abandoned facilities.
 - 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- E. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
- F. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
 - 1. Where a change of plane of 3/16" inch (4.75 mm) or more occurs in existing work, infill with manufacturers' approved insulation or "fill" materials to make transition acceptable for a warrantable installation..
- G. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- H. Refinish existing surfaces as indicated:
 - 1. Where interior spaces are indicated to be refinished due to alterations or modifications to work specified in other sections, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
 - 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match. All final alterations must be reviewed and approved by Consultant prior to commencement of closing or finishing the subject area(s)
- I. Clean existing systems and equipment.
- J. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- K. Do not begin new construction in alterations areas before demolition is complete.
- L. Comply with all other applicable requirements of this section.

3.07 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match work that has been cut to adjacent work.

5. Repair areas adjacent to cuts to required condition.
 6. Repair new work damaged by subsequent work.
 7. Remove samples of installed work for testing when requested.
 8. Remove and replace defective and non-complying work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
 - E. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
 - F. Restore work with new products, equal or better than existing, in accordance with requirements of Contract Documents.
 - G. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
 - H. Patching:
 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 2. Match color, texture, and appearance.
 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate, to an equal or better condition, prior to repairing finish.

3.08 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.09 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Prohibit traffic from landscaped areas, unless specifically approved by Owner, in writing.
- H. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.10 ADJUSTING

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

3.11 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Use cleaning materials that are nonhazardous.

- C. If interior areas were affected by this scope of work or additional work contracted by adjustments to the contract, clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- D. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- E. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- F. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.
- G. Clean site; sweep paved areas, rake clean landscaped surfaces.
- H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.12 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
 - 1. Provide copies to Consultant and Owner.
- B. Notify Consultant when work is considered ready for Consultant's Substantial Completion inspection.
 - 1. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Consultant's Substantial Completion inspection.
- C. Conduct Substantial Completion inspection and create Final Correction Punch List containing Consultant's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Consultant.
- D. Notify Consultant when work is considered finally complete and ready for Consultant's Substantial Completion final inspection.
- E. Complete items of work determined by Consultant listed in executed Certificate of Substantial Completion.

3.13 MAINTENANCE

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than 5 years from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

END OF SECTION

SECTION 01 7800 - CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

1.02 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Individual Product Sections: Specific requirements for operation and maintenance data.
- C. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

- A. Warranties and Bonds:
 - 1. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - 2. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
- 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. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Field changes of dimension and detail.
 - 2. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

- A. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- B. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- C. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.04 WARRANTIES

- A. Obtain warranties, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Co-execute submittals when required.
- C. Retain warranties until time specified for submittal.

END OF SECTION

SECTION 02 4100 - DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Selective demolition of building elements for alteration purposes.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: Limitations on Contractor's use of site and premises.
- B. Section 01 5000 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- C. Section 01 7000 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.
- D. Section 07 0150.19 - Preparation for Re-Roofing: Removal of existing roofing, roof insulation, flashing, trim, and accessories.

1.03 REFERENCE STANDARDS

- A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards; current edition.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Site Plan: Showing:
 - 1. Areas for temporary construction and field offices.
- C. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
 - 1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences.
 - 2. Include a Site Specific JHA / AHA and summary of safety procedures.
- D. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

PART 3 EXECUTION

2.01 SCOPE

- A. Remove items indicated, for roofing, sheet metal trim and roof top equipment marked for removal..
- B. Roof Section:
 - 1. Scope of demolition and replacement Work shall include items shown on included Contract Drawings and related Work.
 - 2. Remove and dispose of existing built-up roof system to the structural concrete roof deck.
 - 3. Assure all joints, penetrations and perimeters in existing deck are sealed.
 - 4. Miscellaneous Items:
 - a. Remove all unused equipment and penetrations. In-fill deck with approved similar materials as necessary.
 - b. Remove and dispose of large and small satellite dishes, and/or re-set as directed by owner.
 - c. Remove and/or replace all unused vents as noted during the pre-bid conference.
 - d. Verify use of telecommunication antenna(s). Make all necessary arrangements for coordination of interruption on services.
 - e. Prime concrete deck with approved primer per manufacturer's specifications.
 - f. Provide self-adhered vapor retarder as recommended by roof system manufacturer.
 - g. All roof curbs must have a minimum of 8" finished flashing height after the new roof insulation is applied. Any flashings not meeting that criterion will require the roof curb to be raised or a written deviation acceptance from the membrane manufacturer for the life of the new roof system warranty.

- h. Remove the existing Copper Face Mounted Counterflashing and replace with new 302/304 .018" Stainless .
- i. Provide new architectural sheet metal flashings as specified in accordance with manufacturers specifications to meet local wind up-lift codes.
- j. Provide protection of all existing surfaces of the facility for the duration of the project. It is the Contractor's responsibility to prevent any damage, defacement or deformation of any part of the facility beyond its current condition.

2.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain all required permits.
 - 2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
 - 3. Provide, erect, and maintain temporary barriers and security devices.
 - 4. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
 - 5. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - 6. Do not close or obstruct roadways or sidewalks without permit.
 - 7. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
 - 8. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Protect existing structures and other elements that are not to be removed.
 - 1. Stop work immediately if adjacent structures appear to be in danger.
- D. If hazardous materials are discovered during removal operations, stop work and notify Consultant and Owner; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.
- E. Hazardous Materials: Comply with 29 CFR 1926 and state and local regulations.

2.03 EXISTING UTILITIES

- A. Protect existing utilities to remain from damage.
- B. Do not disrupt public utilities without permit from authority having jurisdiction.
- C. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.

2.04 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Consultant before disturbing existing installation.
 - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Maintain existing roof system in a weatherproof condition during the execution of this contract. No more roofing materials will be allowed to be removed than can be replaced and made watertight within the same work day.
- C. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove items indicated on drawings.
- D. Protect existing work to remain.

1. Prevent movement of structure; provide shoring and bracing if necessary.
2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
3. Repair adjacent construction and finishes damaged during removal work.
4. Patch as specified for patching new work.

2.05 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site, daily.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION

SECTION 03 0100 - MAINTENANCE OF CONCRETE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Cleaning of existing concrete surfaces.
- B. Repair of exposed structural, shrinkage, and settlement cracks.
- C. Resurfacing of concrete surfaces having spalled areas and other damage.
- D. Repair of deteriorated concrete.

1.02 PRICE AND PAYMENT PROCEDURES

- A. See Section 01 2200 - Unit Prices, for additional unit price requirements.
- B. Repair Surface: By the square foot (meter). Includes surface preparation, repair, finishing.

1.03 REFERENCE STANDARDS

- A. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon Steel Bars for Concrete Reinforcement; 2015.
- B. ASTM A767/A767M - Standard Specification for Zinc-Coated (Galvanized) Steel Bars for Concrete Reinforcement; 2009.
- C. ASTM A775/A775M - Standard Specification for Epoxy-Coated Steel Reinforcing Bars; 2007b (Reapproved 2014).
- D. ASTM A996/A996M - Standard Specification for Rail-Steel and Axle-Steel Deformed Bars for Concrete Reinforcement; 2014.
- E. ASTM A1064/A1064M - Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete; 2015.
- F. ASTM C33/C33M - Standard Specification for Concrete Aggregates; 2013.
- G. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens; 2015a.
- H. ASTM C109/C109M - Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or (50-mm) Cube Specimens); 2013.
- I. ASTM C150/C150M - Standard Specification for Portland Cement; 2015.
- J. ASTM C404 - Standard Specification for Aggregates for Masonry Grout; 2011.
- K. ASTM C928/C928M - Standard Specification for Packaged, Dry, Rapid-Hardening Cementitious Material for Concrete Repairs; 2013.
- L. ASTM C1059/C1059M - Standard Specification for Latex Agents for Bonding Fresh to Hardened Concrete; 2013.

1.04 SUBMITTALS

- A. Product Data: Indicate product standards, physical and chemical characteristics, technical specifications, limitations, maintenance instructions, and general recommendations regarding each material.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing work of the type specified and with minimum of 3 years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Comply with manufacturers' instructions for storage, shelf life limitations, and handling of products.

PART 2 PRODUCTS

2.01 CLEANING MATERIALS

- A. Degreaser:

1. Manufacturers:
 - a. L&M Construction Chemicals, Inc, a subsidiary of Laticrete International, Inc; CITREX: www.lmcc.com/#sle.
 - b. SpecChem, LLC; Orange Peel-Citrus Cleaner: www.specchemllc.com/#sle.
 - c. W. R. Meadows, Inc; _____: www.wrmeadows.com/#sle.

B. Detergent: Non-ionic detergent.

2.02 CEMENTITIOUS PATCHING AND REPAIR MATERIALS

- A. Manufacturers:
 1. Adhesives Technology Corporation: www.atcepoxy.com/#sle.
 2. ARDEX Engineered Cements: www.ardexamericas.com/#sle.
 3. BASF Construction Chemicals-Building Systems: www.buildingsystems.basf.com/#sle.
 4. Dayton Superior Corporation: www.daytonsuperior.com/#sle.
 5. Kaufman Products Inc: www.kaufmanproducts.net/#sle.
 6. Prospec, an Oldcastle brand: www.prospec.com.
 7. The QUIKRETE Companies: www.quikrete.com/#sle.
 8. SpecChem, LLC: www.specchemllc.com/#sle.
 9. Stauf USA LLC: www.staufusa.com/#sle.
 10. W. R. Meadows, Inc: www.wrmeadows.com/#sle.
- B. Bonding Slurry: Water-based latex admixture complying with ASTM C1059/C1059M, combined with Portland cement and sand in accordance with admixture manufacturer's instructions.
- C. Cementitious Resurfacing Mortar: One- or two-component, factory-mixed, polymer-modified cementitious mortar designed for continuous thin-coat application.
 1. Mixed with water or latex type bonding agent in proportions as recommended by manufacturer.
 2. Integral corrosion inhibitor.
 3. Manufacturers:
 - a. Dayton Superior Corporation; Recrete 20 Minute: www.daytonsuperior.com/#sle.
 - b. Kaufman Products Inc; Patchwell: www.kaufmanproducts.net/#sle.
 - c. The QUIKRETE Companies; QUIKRETE® Concrete Resurfacer: www.quikrete.com/#sle.
 - d. SpecChem, LLC; Duo Patch: www.specchemllc.com/#sle.
- D. Cementitious Repair Mortar, Trowel Grade: One- or two-component, factory-mixed, polymer-modified cementitious mortar.
 1. In-place material resistant to freeze/thaw conditions.
 2. Mixed with water or latex type bonding agent in proportions as recommended by manufacturer.
 3. Dry Material: Complies with ASTM C928/C928M.
 4. Integral corrosion inhibitor.
 5. Products:
 - a. Dayton Superior Corporation; Special Patch: www.daytonsuperior.com/#sle.
 - b. Kaufman Products Inc; Patchwell V/O: www.kaufmanproducts.net/#sle.
 - c. The QUIKRETE Companies; QUIKRETE® FastSet Repair Mortar: www.quikrete.com/#sle.
 - d. SpecChem, LLC; Duo Patch: www.specchemllc.com/#sle.
- E. Pre-Blended Concrete Mix for Small Projects: Construction-grade Portland cement uniformly blended with aggregates and other approved concrete ingredients, requiring only the addition of water.
 1. Compressive Strength: 4000 pounds per square inch (27.6 MPa), minimum, at 28 days, when tested in accordance with ASTM C39/C39M.
 2. Manufacturers:
 - a. The QUIKRETE Companies; QUIKRETE® Fast Set Concrete Mix: www.quikrete.com/#sle.

2.03 ACCESSORIES

- A. Anchoring Adhesive: Self-leveling or non-sag as applicable.
 - 1. Self-Leveling Epoxy Products:
 - 2. Non-Sag Epoxy Products:
- B. Portland Cement: ASTM C150/C150M, Type I, grey.
- C. Sand: ASTM C33/C33M or ASTM C404; uniformly graded, clean.
- D. Water: Clean and potable.
- E. Reinforcing Steel: Deformed bars, ASTM A996/A996M Grade 40 (280), Type A.
 - 1. Epoxy coated in accordance with ASTM A775/A775M.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces are ready to receive work.
- B. Beginning of installation means acceptance of substrate.

3.02 CLEANING EXISTING CONCRETE

- A. Provide enclosures, barricades, and other temporary construction as required to protect adjacent work from damage.
- B. Clean concrete surfaces of dirt or other contamination using the gentlest method that is effective.
 - 1. Try the gentlest method first, then, if not clean enough, use a less gentle method taking care to watch for impending damage.
 - 2. Clean out cracks and voids using same methods.
- C. The following are acceptable cleaning methods, in order from gentlest to less gentle:
 - 1. Water washing using low-pressure, maximum of 100 psi, and, if necessary, brushes with natural or synthetic bristles.
 - 2. Increasing the water washing pressure to maximum of 400 psi.
 - 3. Adding detergent to washing water; with final water rinse to remove residual detergent.
 - 4. Steam-generated low-pressure hot-water washing.

3.03 CONCRETE SURFACE REPAIR USING CEMENTITIOUS MATERIALS

- A. Clean concrete surfaces, cracks, and joints of dirt, laitance, corrosion, and other contamination using method(s) specified above and allow to dry.
- B. Apply coating of bonding agent to entire concrete surface to be repaired.
- C. Fill voids with cementitious mortar flush with surface.
- D. Apply repair mortar by steel trowel to a minimum thickness of 1/4 inch (6 mm) over entire surface, terminating at a vertical change in plane on all sides.
- E. Trowel finish to match adjacent concrete surfaces.

END OF SECTION

SECTION 03 4110 - PRECAST CONCRETE ROOF DECKING

PART 1 - GENERAL

1.01 SUMMARY

- A. This section includes requirements for the examination, preparation and repair of structural concrete roof decking.
- B. This section also includes requirements for the removal and replacement of deteriorated structural precast concrete roof decking.
- C. Work of this section is to be performed on an as-needed basis and is subject to Unit Pricing as described in Section 01200 – Price and Payment Procedures. Unit of measurement shall be square foot, as follows:
 - 1. Repair measurement shall be based on an average depth of one-half (1/2) inch.
 - 2. Replacement measurement shall be the area of the top surface of the roof plank.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Concrete repair products:
 - 1. General Polymers Corporation, Fairfield, OH.
 - 2. Genstar Stone Products Company, Hunt Valley, MD.
 - 3. Master Builders Company, Cleveland, OH.
 - 4. Rust-oleum Corporation, Vernon Hills, IL.
 - 5. Sika Corporation, Lyndhurst, NJ.
- B. Precast concrete roof deck units:
 - 1. Federal Cement Products, div. of Calumet Flexicore Corp., Hammond, IN.
 - 2. MidCon Products, Inc., Hortonville, WI.

2.02 MATERIALS

- A. Concrete repair material:
 - 1. Polymer-modified, Portland cement-based, fast-setting repair mortar:
 - a. PCM-505 (by General Polymers).
 - b. Magna 100 (by Genstar).
 - c. Set-45 (by Master Builders).
 - d. SikaTop 122 or 123 (by Sika).
 - 2. Aggregate: For repair depth greater than one (1) inch, add 3/8-inch pea gravel; ratio as recommended by the repair material manufacturer.
 - 3. Primers, bonding agents and other additives shall be as recommended by the repair material manufacturer.
- B. Rust-inhibitive coating:
 - 1. Minor rust: Clean Metal Primer (by Rust-oleum) or approved equal.
 - 2. Heavy rust: Rust Reformer or Rusty Metal Primer (by Rust-oleum) or approved equal.

2.03 MANUFACTURED UNITS

- A. Precast concrete roof decking: Shall match the size, thickness, density, and structural capacity of the existing decking.
 - 1. Channel slabs:
 - a. Federal Featherweight Channel Slabs (by Federal).
 - b. Midcon Channel Slabs (by MidCon).
 - 2. "Nailable" lightweight planks:
 - a. T&G Plank and Castlite Slabs (by Federal).
 - b. Metal-Edge T&G Precast Concrete Plank (by MidCon).

PART 3 - EXECUTION

3.01 EXAMINATION

- A. The Contractor shall evaluate deteriorated decking:

1. Deck units that are deteriorated to a depth of not more than twenty-five percent (25%) of total thickness shall be repaired;
 2. Deck units deteriorated to a depth of greater than twenty-five percent (25%) of total thickness shall be removed and replaced.
 3. Deck units that are cut or otherwise compromised, or that have openings larger than the manufacturer's recommendations shall be removed and replaced.
- B. The Contractor shall verify the existence and location of under-deck equipment and utility lines prior to the start of decking removal.

3.02 PREPARATION

- A. Decking repairs:
1. Saw-cut to 1/4-inch depth around perimeter of repair area.
 2. Remove deteriorated and unsound concrete and roughen surfaces within the repair area.
 3. Remove dust and debris with compressed air.
 4. Treat exposed reinforcing steel with the specified rust-inhibitive coating.
 5. Apply cementitious primer and bonding agent to all surfaces in accordance with repair material manufacturer's recommendations.
- B. Deck removal:
1. Coordinate any work that may affect under-deck equipment or utilities with the Owner.
 2. Provide barricades and a watchman inside the building, below the Work area, while decking is removed and replaced.

3.03 DECKING REPAIR

- A. Keep the repair area continuously wet for a period of twenty (20) minutes prior to patching. Surface should be damp, without standing water at time of repair material application.
- B. Brush apply primer coat all surfaces within the repair area.
- C. Mix the repair material in accordance with the manufacturer's recommendations.
- D. Trowel-apply the repair material, taking care to assure that all corners, gaps and cavities are filled and properly compacted to prevent voids and unbonded areas. Screed and trowel surface flush with surrounding decking.
- E. Observe manufacturer's curing recommendations and allow to dry thoroughly before proceeding with roofing work.

3.04 DECKING REPLACEMENT

- A. Install new deck units in a workmanlike manner over existing supporting members and anchor with clips in accordance with the manufacturer's recommendations.
- B. Where required by the manufacturer or to match existing conditions, grout panel joints:
1. Install joint backer material to ensure a depth of one (1) inch for the grout.
 2. Mix the joint grout in accordance with the manufacturer's recommendations.
 3. Trowel-apply the grout; take care to assure that all corners, gaps and cavities are filled and properly compacted to prevent voids and unbonded areas.
 4. Screed and trowel surface flush with surrounding decking.

END OF SECTION

SECTION 04 0100 - MAINTENANCE OF MASONRY

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Repointing mortar joints.
- B. Repair of damaged masonry.

1.02 PRICE AND PAYMENT PROCEDURES

- A. See Section 01 2200 - Unit Prices, for additional unit price requirements.

1.03 REFERENCE STANDARDS

- A. ACI 530/530.1/ERTA - Building Code Requirements and Specification for Masonry Structures and Related Commentaries; 2011.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

1.05 QUALITY ASSURANCE

- A. Comply with provisions of ACI 530/530.1/ERTA, except where exceeded by requirements of the contract documents.
 - 1. Maintain one copy of each document on project site.

1.06 MOCK-UP

- A. Locate loose coping stones as directed during the pre-bid walk-through.
- B. Acceptable panel / setting will become the standard for work of this section.
- C. Mock-up may remain as part of the Work.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Store all masonry grout and mortar mix in a dry storage unit on site.

1.08 FIELD CONDITIONS

- A. Cold and Hot Weather Requirements: Comply with requirements of ACI 530/530.1/ERTA or applicable building code, whichever is more stringent.
- B. Maintain materials and surrounding air temperature to minimum 40 degrees F (5 degrees C) prior to, during, and 48 hours after completion of masonry work.
- C. Maintain materials and surrounding air temperature to maximum 90 degrees F (32 degrees C) prior to, during, and 48 hours after completion of masonry work.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Restoration and Cleaning Chemicals:
 - 1. Diedrich Technologies, Inc: www.diedrichtechnologies.com.
 - 2. HMK Stone Care System: www.hmkstonecare.com.
 - 3. PROSOCO: www.prosoco.com.
 - 4. Substitutions: See Section 01 6000 - Product Requirements.

2.02 CLEANING MATERIALS

- A. Cleaning Agent: Detergent type.
- B. Cleaning Agent: 0.5 lb (227 g) of sodium hydrosulphite mixture to one gallon (3.8 L) of water.
- C. Acid Solution: Clean, stain free, commercial hydrochloric (muriatic) acid, mixed one part to 10 parts of potable water.

2.03 MORTAR MATERIALS

- A. Type K mortars are 1 part portland cement, 4 parts hydrated lime and 11 1/4 to 15 parts fine sand.

- B. Tuckpointing mortar to be in compliance with ASTM C270

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces to be cleaned are ready for work of this section.

3.02 PREPARATION

- A. Protect surrounding elements from damage due to restoration procedures.
- B. Carefully remove and store removable items located in areas to be restored, including fixtures, fittings, finish hardware, and accessories; reinstall upon completion.
- C. Separate areas to be protected from restoration areas using means adequate to prevent damage.
- D. Cover existing landscaping with tarpaulins or similar covers.
- E. Mask immediately adjacent surfaces with material that will withstand cleaning and restoration procedures.
- F. Close off adjacent occupied areas with dust proof and weatherproof partitions.
- G. Protect roof membrane and flashings from damage with 1/2 inch (13 mm) plywood laid on roof surfaces over full extent of work area and traffic route.

3.03 JOB CONDITIONS

- A. Protection: Protect newly pointed joints from rain, until pointed joints are sufficiently hard enough to prevent damage.
- B. Cold Weather Protection:
 - 1. Tuck pointing may be performed in freezing weather when methods of protection are utilized.
 - 2. Comply with applicable sections of "Recommended Practices for Cold Weather Construction" as published by International Masonry Industry All Weather Council.
 - 3. Existing surfaces at temperatures to prevent mortar from freezing or causing other damage to mortar.

3.04 REPOINTING

- A. Perform repointing prior to cleaning masonry surfaces.
- B. Cut out loose or disintegrated mortar in joints to minimum 1/2 inch (6 mm) depth or until sound mortar is reached.
- C. Use power tools only after test cuts determine no damage to masonry units will result.
- D. Do not damage masonry units.
- E. When cutting is complete, remove dust and loose material by brushing.
- F. Premoisten joint and apply mortar. Pack tightly in maximum 1/4 inch (6 mm) layers. Form a smooth, compact concave joint to match existing.
- G. Allow layer to become "thumbprint hard" before applying next layer.
- H. Pack final layer flush with surfaces of masonry units. When mortar becomes "thumbprint hard", tool joints.
- I. Moist cure for 72 hours.

3.05 COPING STONE

- A. Coping should be thoroughly drenched with clear, potable water and then set in a full bed of mortar with the bed joint raked back 1/2" for gun-in of sealant.
- B. Head joints are left open to receive properly placed backer rod, primer and sealant. The backer rod should be placed parallel to the wash of the coping
- C. Bridge coping over control joints to maximize their effectiveness and use an elastic joint as shown. All coping should have a minimum 1/2" wash to control water runoff.

3.06 CLEANING

- A. Remove mortar droppings and other foreign substances from wall surfaces.
- B. First wet surfaces with clean water, then wash down with a solution of soapless detergent specially prepared for cleaning brick.
- C. Brush with stiff fiber brushes while washing, and immediately thereafter hose down with clean water.
- D. Immediately remove stains, efflorescence, or other excess resulting from the work of this section.
- E. Remove excess mortar, smears, and droppings as work proceeds and upon completion.
- F. Use of muriatic acid for cleaning is prohibited.
- G. Clean surrounding surfaces.

END OF SECTION

SECTION 06 1000 - ROUGH CARPENTRY

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Sheathing.
- B. Roof-mounted curbs.
- C. Roofing nailers.
- D. Concealed wood blocking, nailers, and supports.

1.02 REFERENCE STANDARDS

- A. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2009.
- B. PS 1 - Structural Plywood; 2009.
- C. PS 20 - American Softwood Lumber Standard; 2010.

1.03 DELIVERY, STORAGE, AND HANDLING

- A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
 - 1. If no species is specified, provide any species graded by the agency specified; if no grading agency is specified, provide lumber graded by any grading agency meeting the specified requirements.
 - 2. Grading Agency: Any grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee (www.alsc.org) and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.
- B. Lumber fabricated from old growth timber is not permitted.

2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

- A. Sizes: Nominal sizes as indicated on drawings, S4S.
- B. Moisture Content: S-dry or MC19.
- C. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
 - 1. Lumber: S4S, No. 2 or Standard Grade.
 - 2. Boards: Standard or No. 3.

2.03 CONSTRUCTION PANELS

- A. Other Applications:
 - 1. Plywood Concealed From View But Located Within Exterior Enclosure: PS 1, C-C Plugged or better, Exterior grade.
 - 2. Plywood Exposed to View But Not Exposed to Weather: PS 1, A-D, or better.
 - 3. Other Locations: PS 1, C-D Plugged or better.

2.04 ACCESSORIES

- A. Fasteners and Anchors:
 - 1. Metal and Finish: Hot-dipped galvanized steel complying with ASTM A153/A153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.

PART 3 EXECUTION

3.01 PREPARATION

- A. Coordinate installation of rough carpentry members specified in other sections.

3.02 INSTALLATION - GENERAL

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.

3.03 BLOCKING, NAILERS, AND SUPPORTS

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.

3.04 ROOF-RELATED CARPENTRY

- A. Coordinate installation of roofing carpentry with deck construction, framing of roof openings, and roofing assembly installation.
- B.

3.05 INSTALLATION OF CONSTRUCTION PANELS

- A. Roof Sheathing: Secure panels with long dimension perpendicular to framing members, with ends staggered and over firm bearing.
 - 1. Screw panels to framing; staples are not permitted.
- B. Wall Sheathing: Secure with long dimension parallel to coping stone, with ends over a firm bearing surface, using masonry anchors.

3.06 TOLERANCES

- A. Framing Members: 1/4 inch (6 mm) from true position, maximum.
- B. Variation from Plane (Other than Floors): 1/4 inch in 10 feet (2 mm/m) maximum, and 1/4 inch in 30 feet (7 mm in 10 m) maximum.

END OF SECTION

SECTION 07 0150.19 - PREPARATION FOR RE-ROOFING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Removal of existing roofing system in preparation for a new roof membrane system.

1.02 RELATED REQUIREMENTS

- A. Section 03 01 00 - Maintenance of Concrete
- B. Section 03 41 10 - Precast Concrete Roof Decking
- C. Section 06 10 00 - Miscellaneous Rough Carpentry:
- D. Section 07 54 00 - Thermoplastic Single-Ply Roof Membrane

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate with affected mechanical and electrical work associated with roof penetrations.
- B. Pre-installation Meeting: Convene one week before starting work of this section.
- C. Schedule work to coincide with commencement of installation of new roofing system.

1.04 FIELD CONDITIONS

- A. Do not remove existing roofing membrane when weather conditions threaten the integrity of building contents or intended continued occupancy.
- B. Remove no more roofing than can be made watertight within the same work day.
- C. Maintain continuous temporary protection prior to and during installation of new roofing system.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing roof surface has been cleared of materials being removed from existing roofing system and ready for next phase of work as required.

3.02 PREPARATION

- A. Sweep roof surface clean of loose matter.
- B. Remove loose refuse and dispose offsite.

3.03 MATERIAL REMOVAL

- A. Remove only the existing roofing (in quantity) materials that can be replaced and installed with new materials the same day.
- B. Remove metal counter flashings.
- C. Remove existing roofing membrane, perimeter base flashings, roof curb base flashings around roof protrusions, associated sheet metal flashings, pitch pans and pockets.
- D. Remove insulation and fasteners, cant strips, blocking.
- E. Repair existing Concrete deck surface to provide smooth working surface for new roof system.

3.04 INSTALLATION

3.05 FIELD QUALITY CONTROL

- A. Contractor shall verify that:
 - 1. The substrate is smooth, dry, and properly installed prior to installing the roof system.
 - 2. Roof drain body assemblies are clean and prepared to receive flashing.
 - 3. Roof drain body assembly components which are damaged or missing, have been replaced.
 - 4. Projections and penetrations within the roof system less than eight (8) inches in height are modified and raised to a height of eight (8) inches, minimum, above the finished height of the roof system.

- a. Plumbing vent piping shall be raised using no-hub connectors and schedule 40 plastic piping to a height of not less than eight (8) inches nor more than twelve (12) inches above the finished height of the roof system.
- 5. Items not specified to be removed and replaced, but necessary for proper installation of the Work, have been properly coordinated for removal and replacement.
- B. Do not proceed until unsatisfactory conditions have been corrected.

3.06 PROTECTION

- A. Provide temporary protective sheeting over uncovered deck surfaces.
- B. Do not permit traffic over newly installed roof system(s) without proper protection.
- C. Do not permit traffic over unprotected or repaired deck surface.

END OF SECTION

SECTION 07 1500 - VAPOR RETARDER MEMBRANE

PART 1 - GENERAL

1.01 SUMMARY

- A. This section includes products and installation requirements for a two-ply bituminous membrane to serve as a vapor retarder in the roof system.
- B. Related Sections:
 - 1. Section 03910 – Concrete Roof Deck Restoration.
 - 2. Section 06100 – Rough Carpentry.
 - 3. Section 07140 – Nailed Base Sheet.

1.02 REFERENCES

- A. American Society for Testing and Materials (ASTM):
 - 1. D41-94(2000)e1 Standard Specification for Asphalt Primer Used in Roofing, Dampproofing, and Waterproofing.
 - 2. D312-00 Standard Specification for Asphalt Used in Roofing.
 - 3. D2178-97a Standard Specification for Asphalt Glass Felt Used in Roofing and Waterproofing.
 - 4. D4586-00 Standard Specification for Asphalt Roof Cement, Asbestos-Free.
 - 5. D4601-98 Standard Specification for Asphalt-Coated Glass-Fiber Base Sheet Used in Roofing.
 - 6. ASTM D 5849 - Standard Test Method for Evaluating Resistance of Modified Bituminous Roofing Membrane to Cyclic Fatigue (Joint Displacement)
 - 7. ASTM D 6162 - Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using a Combination of Polyester and Glass Fiber Reinforcements.
 - 8. ASTM D 6163 - Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Glass Fiber Reinforcements.
 - 9. ASTM D 6164 - Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Polyester Reinforcements.
 - 10. ASTM D 6298 - Standard Specification for Fiberglass Reinforced Styrene-Butadiene-Styrene (SBS) Modified Bituminous Sheets with a Factory Applied Metal Surface.
 - 11. ASTM D 7379 - Standard Test Methods for Strength of Modified Bitumen Sheet Material Laps Using Cold Process Adhesive.
 - 12. ASTM E 108 - Standard Test Methods for Fire Tests of Roof Coverings.
 - 13. F1667-02 Standard Specification for Driven Fasteners: Nails, Spikes, and Staples.

1.03 QUALITY ASSURANCE

- A. All work to be performed in accordance with the manufacturer's published specifications. Advise Consultant of any discrepancies prior to commencement of work.
- B. Verify adhesion regularly during application. Hot-applied bituminous roofing materials must be applied promptly, "brooming" directly behind felt application to achieve optimum ply embedment.
- C. Take care to avoid contamination of the new membrane with debris from tear-off operations. Avoid all traffic over new membrane until bitumen has cooled.
- D. Contractor shall ensure that the vapor retarder membrane is properly sealed at all perimeters and projections after installation and shall correct all defects and/or damage to the membrane before proceeding with roof system installation.

1.04 SEQUENCING

- A. Perform work in a sequential manner to avoid construction traffic over completed areas as operations progress.

1.05 WIND UPLIFT RESISTANCE:

- A. Performance testing shall be in accordance with ANSI/FM 4474, FM 4450, FM 4470, UL 580 or UL 1897.

1.06 FIRE CLASSIFICATION:

- A. Performance testing shall be in accordance with UL 790, ASTM E108, FM 4450 or FM 4470 to meet the __:12 roof slope requirement.
 - 1. Meets requirements of UL Class A or FM Class A.
- B. Performance testing shall be in accordance with UL 1256, FM 4450 or FM 4470 to meet the specified requirements for interior flame spread and fuel contribution.
 - 1. Meets requirements of UL 1256, or FM Class 1.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Where possible, Contractor shall utilize the same manufacturer for both the vapor retarder membrane and the roof membrane meeting the following product requirements:
- B. SBS-modified bitumen self-adhered membrane with release film on the bottom surface and a tri-laminate woven polyethylene film top surface reinforcement.
 - 1. Thickness: 31.5 mils (0.80 mm)
 - 2. Width: 45 in (1.14 m)
 - 3. Length: 133 ft (40.8 m)
 - 4. Meets or exceeds ASTM D2178 "Standard Test Method for Air Permeance of Building Materials."
 - 5. Meets or exceeds ASTM E96 (Procedure B) "Standard Test method for Water Vapor Transmission of Materials."
- C. Approved Manufacturer's
 - 1. Johns-Manville Corporation, Denver, CO.
 - 2. Sika Sarnafil Corporation, Canton MA
 - 3. Soprema Corporation
 - 4. Seaman Corporation

2.02 MATERIALS AND COMPONENTS

- A. Vapor Barrier: shall conform to ASTM E96.
- B. Membrane plies: Shall be fiberglass felt conforming to ASTM D2178.
 - 1. Johns-Manville Corporation, Denver, CO.
 - 2. Sika Sarnafil Corporation, Canton MA
 - 3. Soprema Corporation
 - 4. Seaman Corporation
- C. Miscellaneous:
 - 1. Asphalt mastic: Shall conform to ASTM D4586, Type I.
 - 2. Plastic roof cement: Shall conform to ASTM D4586, Type I.
 - 3. Asphalt primer: Shall conform to ASTM D41.
- D. Fasteners for attaching roofing plies to wood blocking: Shall comply with ASTM F1667; type as required by item anchored and substrate.
 - 1. Zinc-coated steel roofing nails with 3/8-inch head diameter.

PART 3 - EXECUTION

3.01 EXAMINATION

3.02 FOR CONCRETE DECK:

- A. Contractor shall verify that:
 - 1. The substrate is sound, smooth and dry prior to installing the vapor retarder membrane.
 - 2. Existing projections such as pipes and curbs are properly anchored, secure and acceptable prior to installing the vapor retarder membrane.

- B. Do not proceed until unsatisfactory conditions, including moisture, have been corrected.

3.03 PREPARATION

- A. Inspect and repair roof decking as required prior to commencing the work of this section.
- B. Remove unused projections and close off openings as shown in the Contract Drawings.
- C. Sweep the substrate to broom-clean condition to remove all dust, dirt and debris.
- D. Prime the entire substrate with asphalt primer applied at the rate of one (1) gallon per 150 square feet of surface.
- E. Seal cracks at perimeters and projections with plastic roof cement or manufacturer's approved material to prevent bituminous materials from entering the building.

3.04 INSTALLATION

- A. Prime concrete substrate with manufacturers' approved primer. Allow primer to dry to tack.
- B. Start membrane installation at the lowest point of the roof; install plies in a uniform and continuous surface thickness of primer coverage.
- C. Peel away backing and adhere to concrete substrate, side and end lap each sheet a minimum of 3 inches and 6 inches, respectively. Stagger each sheet at least 12 inches Hot Air Weld laps. Laps must have a minimum ½ inch bleed out.
- D. Apply Colply Adhesive and/or approved liquid applied membrane to seal all roof penetrations, corners, detail flashing and temporary seals that may require over-night protection.
- E. Continue installing full-width plies of vapor barrier, lapping in accordance with the manufacturers specifications; side and end lap each sheet a minimum of 3 inches and 6 inches, respectively..
- F. Termination at roof perimeters and projections:
 - 1. At walls, curbs and other vertical surfaces, turn up vapor barrier a minimum of four (4) inches. Seal top edge of vapor barrier with approved VB mastic or approved liquid applied membrane.
 - 2. Apply Colply Adhesive and/or approved liquid applied membrane to seal all roof penetrations, corners, detail flashing and temporary seals that may require over-night protection.
 - 3. All areas to receive vapor barrier are required to be made watertight daily. Remove only an area or existing roofing that can be covered in the same work day.
 - 4. Water test all roof drains after vapor barrier is applied to check for sound connections and a watertight application.

END OF SECTION

SECTION 07 5400 - THERMOPLASTIC MEMBRANE ROOFING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Adhered system with thermoplastic roofing membrane.
- B. Insulation, flat and tapered.+
- C. Vapor retarder.
- D. Deck sheathing.
- E. Flashings.

1.02 RELATED REQUIREMENTS

- A. Section 06 1000 - Rough Carpentry: Wood nailers and curbs.
- B. Section 07 0150.19 - Preparation for Re-Roofing - .
- C. Section 07 6200 - SHEET METAL FLASHING AND TRIM: Counterflashings, reglets and other architectural metal fabrication shown on the drawings

1.03 REFERENCE STANDARDS

- A. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board; 2014.
- B. ASTM C1396/C1396M - Standard Specification for Gypsum Board; 2014.
- C. ASTM D4434/D4434M - Standard Specification for Poly(Vinyl Chloride) Sheet Roofing; 2012.
- D. ASTM E108 - Standard Test Methods for Fire Tests of Roof Coverings; 2000.
- E. FM DS 1-28 - Wind Design; 2007.
- F. NRCA (RM) - The NRCA Roofing Manual; 2018.
- G. NRCA (WM) - The NRCA Waterproofing Manual; 2005.
- H. NRCA ML104 - The NRCA Roofing and Waterproofing Manual; National Roofing Contractors Association; Fifth Edition, with interim updates.
- I. UL (FRD) - Fire Resistance Directory; current edition.

1.04 REQUIREMENTS

- A. Pre-installation Meeting: Convene one week before starting work of this section.
 - 1. Review preparation and installation procedures and coordinating and scheduling required with related work.
- B. Completed roof system assembly shall comply with UL Class A fire rating and FM 1-90 classification.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Specimen Warranty: For approval.
- C. Shop Drawings: Indicate joint or termination detail conditions and setting plan for tapered insulation.
- D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- E. Installer's Qualification Statement.
- F. Warranty Documentation:
 - 1. Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.
 - 2. Submit installer's certification that installation complies with warranty conditions for waterproof membrane.

1.06 QUALITY ASSURANCE

- A. Perform work in accordance with NRCA Roofing and Waterproofing Manual.
- B. Take care to avoid contamination of the new membrane with debris.
- C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum 10 years of documented experience.
- D. Installer Qualifications: Company specializing in performing the work of this section with at least three years of documented experience.
 - 1. With minimum 5 years' experience.
 - 2. Approved by membrane manufacturer.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in manufacturer's original containers, dry and undamaged, with seals and labels intact.
- B. Store materials in weather protected environment, clear of ground and moisture.
- C. Ensure storage and staging of materials does not exceed static and dynamic load-bearing capacities of roof decking.
- D. Protect foam insulation from direct exposure to sunlight.

1.08 FIELD CONDITIONS

- A. Do not apply roofing membrane during unsuitable weather.
- B. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
- C. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.
- D. Schedule applications so that no partially completed sections of roof are left exposed at end of workday.

1.09 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Contractors' Warranty: Provide Contractors' warranty agreeing to correct workmanship defects within 5 years after installation.
- C. System Warranty: Provide manufacturer's system warranty agreeing to repair or replace roofing that leaks or is damaged due to wind or other natural causes.
 - 1. Special Project Warranty Term: NDL 20 years, and a 30 year Material Only Warranty
 - 2. For repair and replacement include costs of both material and labor in warranty.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Roof membrane and accessories:
 - 1. Johns-Manville Corporation, Denver, CO.
 - 2. Sarnafil, Inc. Roofing and Waterproofing Systems, Canton, MA.
 - 3. Seaman Corporation, Wooster, OH.
- B. Thermoplastic Polyvinyl Chloride (PVC) Membrane Roofing Materials:
 - 1. Carlisle Roofing Systems, Inc; Sure-Flex PVC KEE: www.carlisle-syntec.com/#sle.
 - 2. Johns Manville; Denver, CO: www.jm.com.
 - 3. Sika Corporation Roofing; Sarnafil PVC: usa.sarnafil.sika.com/#sle.
 - 4. Seaman Corporation, Wooster, OH.Fibertite-XT. (approved for these specifications)
- C. Insulation:
 - 1. Hunter Panels, LLC: www.hpanels.com.
 - 2. Versico, a division of Carlisle Construction Materials Inc; SecurShield Insulation: www.versico.com/#sle.

3. Or as approved by roof system manufacturer.

2.02 ROOFING - UNBALLASTED APPLICATIONS

- A. Thermoplastic Membrane Roofing: One ply membrane, fully adhered, over vapor retarder and insulation.
- B. Roofing Assembly Requirements:
 1. Insulation Thermal Value (R), average: 20.00 (1.5") Minimum at taper systems. Average Thickness = 3.5"
- C. Acceptable Insulation Types - Constant Thickness Application: Any of the types specified.
 1. Minimum 2 layers of polyisocyanurate or composite board.
 2. Bottom layer of polyisocyanurate or composite board covered with single layer of polyisocyanurate board.
- D. Acceptable Insulation Types - Tapered Application: Any of the types specified.
 1. Tapered polyisocyanurate board.
 2. Tapered polyisocyanurate board covered with uniform thickness polyisocyanurate or composite board.
 3. Uniform thickness composite or polyisocyanurate board covered with tapered polyisocyanurate board.
- E. Acceptable Coverboard Type - Deck Sheathing and Cover Board:
 1. Glass mat faced gypsum panels, ASTM C1177/C1177M, fire resistant type, 1/2 inch thick.

2.03 MEMBRANE ROOFING AND ASSOCIATED MATERIALS

- A. Membrane Roofing Materials:
 1. PVC: Polyvinyl chloride (PVC) complying with ASTM D4434/D4434M, Type II, sheet contains reinforcing fibers or reinforcing fabrics.
 - a. Thickness: 40 mil, 0.040 inch (1 mm), minimum.
 2. Reinforcing: Internal fabric.
 3. Min. Thickness for all approved PVC membranes meeting the ASTM D4434 specifications - 72 mils.
 4. Thickness: 0.060 inch (1.5 mm), minimum. (Fibertite-XT by Seaman, approved for these specifications)
 5. Sheet Width: Factory fabricated into largest sheets possible.
 6. Color: White.
- B. Seaming Materials: Hot air welded.
- C. Membrane Fasteners: As recommended and approved by membrane manufacturer.
 1. Disc Washers and Screws: as approved by manufacturer.
- D. Vapor Retarder: Material approved by roof manufacturer complying with requirements of fire rating classification; compatible with roofing and insulation materials.
 1. Fire-retardant adhesive.
- E. Flexible Flashing Material: Same material as membrane.

2.04 ROOF INSULATION AND COVER BOARDS

- A. Polyisocyanurate Board Insulation (base layer of insulation): Closed cell polyisocyanurate foam with black glass-reinforced mat laminated to faces, complying with ASTM C1289 Type II, Class 1, with the following additional characteristics:
 1. Thickness: 1.50 inches.
 2. Tapered:
 3. Size: 48 inches (1220 mm) by 48 inches (1220 mm), nominal.
 4. Compressive Strength: 20 psi (138 kPa) when tested in accordance with ASTM C1289.
 5. UL-Classified and FM-approved for direct to steel deck applications.
 6. Ozone Depletion Potential: Zero; made without CFC or HCFC blowing agents.
- B. Polyisocyanurate tapered board stock: Boards shall have bonded fiber glass mat facer sheets. Insulation shall comply with ASTM C1289, Type II, Class 1, glass fiber mat both faces; Grade 1;

UL and FM Class 1 classified; LTTR values in accordance with CAN/ULC-S770. When adhering boards, maximum board size shall be factory cut 4' x 4'. Physical properties; Dimensional stability ASTM D2126, less than 2%; Density of foam core, ASTM D1622, nominal 2 pounds per cubic foot; Compressive strength, ASTM 1621, 20 psi nominal.

1. Tapered Insulation System:

- a. Saddles: Provide as indicated on approved layout submittal and at upslope side of curbed penetrations.(see attached construction drawings)

1) Starting Thickness: 1/2-inch.

- (a) Provide 0"-1/2" thickness x 6" width, wood fiber board tapered edge strip at leading edge transition.

2) Slope: 1/2-inch per lineal foot.

C. Gypsum-Based Cover Board: Non-combustible, water resistant gypsum core with embedded glass mat facers, complying with ASTM C1177/C1177M, or fiber-reinforced gypsum board, complying with ASTM C1278/C1278M and with the following additional characteristics:

1. Size: 48 inches (1220 mm) by 48 inches (1220 mm), nominal.
2. Thickness: 1/2 inch.
3. Surface Water Absorption: 2.5 g, maximum, when tested in accordance with ASTM C473.
4. Surface Burning Characteristics: Flame spread of 0, smoke developed of 0, when tested in accordance with ASTM E84
5. Combustibility: Non-combustible, when tested in accordance with ASTM E136.
6. Mold Growth Resistance: Zero growth, when tested in accordance with ASTM D3273 for minimum of four (4) weeks.

2.05 ACCESSORIES

- A. Roofing Expansion Joint Flashing: Sheet metal, as specified in Section 07 6200.
- B. Stack Boots: Prefabricated flexible boot and collar for pipe stacks through membrane; same material as membrane.
- C. Pre-Cut Tapered Insulation:
1. Manufacturers:
 - a. Roof Crickets and Saddles shall be pre-manufactured, pre-cut with a min. 1/2" slope
 - b. Min.4' x 4' sump, 1/2" start with a min. 1/2" slope.
- D. Membrane Adhesive: As recommended by membrane manufacturer.
- E. Thinners and Cleaners: As recommended by adhesive manufacturer, compatible with membrane.
- F. Insulation Adhesive: As recommended by insulation manufacturer.
- G. Sealants: As recommended by membrane manufacturer.
- H. Walkway Pads: Suitable for maintenance traffic, contrasting color or otherwise visually distinctive from roof membrane.
1. Composition: Roofing membrane manufacturer's standard.
 2. Surface Color: Yellow or as approved by manufacturer.

PART 3 EXECUTION

3.01 INSTALLATION - GENERAL

- A. Perform work in accordance with NRCA Roofing and Waterproofing Manual, manufacturer's instructions, and ASCE 7.05 wind design requirements in accordance with the local wind-speed maps.
- B. Do not apply roofing membrane during unsuitable weather.
- C. Do not apply roofing membrane when ambient temperature is outside the temperature range recommended by manufacturer.
- D. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.

- E. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.
- F. Coordinate the work with installation of associated counter flashings installed by other sections as the work of this section proceeds.

3.02 EXAMINATION

- A. Verify that surfaces and site conditions are ready to receive work.
- B. Verify deck is supported and secure.
- C. Verify deck is clean and smooth, flat, free of depressions, waves, or projections, properly sloped and suitable for installation of roof system.
- D. Verify deck surfaces are dry and free of snow or ice.
- E. Verify that roof openings, curbs, and penetrations through roof are solidly set, and nailing strips are in place.

3.03 CONCRETE DECK PREPARATION

- A. Fill surface honeycomb and variations with latex filler.
- B. Provide maintenance to concrete roof deck in accordance with Section 03 01 00.

3.04 INSTALLATION - GENERAL

- A. Perform work in accordance with manufacturer's instructions, NRCA (RM), and NRCA (WM) applicable requirements.
- B. Do not apply roofing membrane during unsuitable weather.
- C. Do not apply roofing membrane when ambient temperature is outside the temperature range recommended by manufacturer.
- D. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
- E. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.

3.05 VAPOR RETARDER AND INSULATION - UNDER MEMBRANE

- A. Apply vapor retarder to deck surface in accordance with manufacturer's instructions.
 - 1. Install flexible flashing from vapor retarder to air seal material of wall construction, lap and seal to provide continuity of the air barrier plane.
- B. Ensure vapor retarder is clean and dry, continuous, and ready for application of insulation.
- C. Attachment of Insulation:
 - 1. Embed all layer of insulation in full bed of adhesive in accordance with roofing and insulation manufacturers' instructions to achieve local wind design load requirements as recommended by ASCE-7.05.
- D. Lay subsequent layers of insulation with joints staggered minimum 6 inch (150 mm) from joints of preceding layer.
- E. Place tapered insulation to the required slope pattern in accordance with manufacturer's instructions.
- F. Lay boards with edges in moderate contact without forcing. Cut insulation to fit neatly to perimeter blocking and around penetrations through roof.
- G. Do not apply more insulation than can be covered with membrane in same day.

3.06 MEMBRANE APPLICATION

- A. Roll out membrane, free from wrinkles or tears. Place sheet into place without stretching.
- B. Shingle joints on sloped substrate in direction of drainage.
- C. Fully Adhered Application: Apply adhesive to substrate in accordance with membrane manufacturer or 1.5 gal/square (100 L/sq m) Fully embed membrane in adhesive except in

areas directly over or within 3 inches (75 mm) of expansion joints. Fully adhere one roll before proceeding to adjacent rolls.

- D. Overlap edges and ends and seal seams by contact adhesive, minimum 3 inches (75 mm). Seal permanently waterproof. Apply uniform bead of sealant to joint edge.
- E. Around roof penetrations, seal flanges and flashings with flexible flashing.
 - 1. Install in accordance with these specifications _____.
- F. Install roofing expansion joints where indicated. Make joints watertight.
 - 1. Fabricate and install in accordance with NRCA Detail _____.
- G. Coordinate installation of roof drains and sumps and related flashings.

3.07 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements, for general requirements for field quality control and inspection.
- B. Require site attendance of roofing and insulation material manufacturers a minimum of 5 visits during installation of the Work.

3.08 CLEANING

- A. See Section 01 7419 - Construction Waste Management and Disposal, for additional requirements.
- B. Remove bituminous markings from finished surfaces.
- C. In areas where finished surfaces are soiled by work of this section, consult manufacturer of surfaces for cleaning advice and comply with their documented instructions.
- D. Repair or replace defaced or damaged finishes caused by work of this section.

3.09 PROTECTION

- A. Protect installed roofing and flashings from construction operations.
- B. Where traffic must continue over finished roof membrane, protect surfaces using durable materials.

END OF SECTION

SECTION 07 6200 - SHEET METAL FLASHING AND TRIM

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fabricated sheet metal items, including flashings, counterflashings, gutters, downspouts, and sheet metal roofing.
- B. Sealants for joints within sheet metal fabrications.
- C. Precast concrete splash pads.(Roof Section E)

1.02 RELATED REQUIREMENTS

- A. Section 06 1000 - Rough Carpentry: Wood nailers for sheet metal work.
- B. Section 07 7100 - Roof Specialties: Manufactured copings, flashings, and expansion joint covers.

1.03 REFERENCE STANDARDS

- A. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2015.
- B. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2015.
- C. ASTM B32 - Standard Specification for Solder Metal; 2008 (Reapproved 2014).
- D. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2014.
- E. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate [Metric]; 2014.
- F. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2014.
- G. ASTM International (ASTM)
- H. ASTM B 117 - Practice for Operating Salt Spray (Fog) Apparatus.
- I. ASTM D 1400 - Standard Test Method for Nondestructive Measurement of Dry Film Thickness of Nonconductive Coatings Applied to a Nonferrous Metal Base.
- J. ASTM D 1654 - Standard Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments.
- K. ASTM D 2244 - Test Method for Calculation of Color Differences from Instrumentally Measured Color Coordinates.
- L. ASTM D 2247 - Standard Practice for Testing Water Resistance of Coatings in 100% Relative Humidity.
- M. ASTM D 2248 - Standard Practice for Detergent Resistance of Organic Finishes.
- N. ASTM D 2794 - Standard Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact).
- O. ASTM D 3359 - Standard Test Methods for Measuring Adhesion by Tape Test.
- P. ASTM D 3363 - Standard Test Method for Film Hardness by Pencil Test.
- Q. ASTM D 4214 - Test Methods for Evaluating Degree of Chalking of Exterior Paint Films.
- R. CDA A4050 - Copper in Architecture - Handbook; current edition.
- S. SMACNA (ASMM) - Architectural Sheet Metal Manual; 2012.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Pre-installation Meeting: Convene one week before starting work of this section.

1.05 SUBMITTALS

- A. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.

- B. Contractor shall have all submittals in to the Consultant prior to the preconstruction meeting.
- C. Contractor shall provide Owner with one hard copy and one electronic copy of manufacturer's
- D. Material Safety Data Sheets (MSDS) for all material prior to bringing on site.
- E. Contractor shall submit to the Consultant for approval, one electronic copy of all materials used on project, identified by building to be used on, manufacturer's name, size, thickness, type or grade. List shall be submitted on Contractor's letterhead stationary.
- F. If requested, Contractor shall submit actual samples of prefinished material showing the exact colors and texture(s) available for color selection.
- G. Contractor shall submit for approval one electronic copy of shop drawings showing any proposed detail changes.

1.06 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA (ASMM) and CDA A4050 requirements and standard details, except as otherwise indicated.
- B. Contractor to counter flash with metal all vertical surfaces flashed with roofing.
- C. Where metal is hooked to a continuous cleat, crimp metal to cleat full length.
- D. Utilize good weather to utmost. Plan and schedule all work to occur during least threatening weather. Contractor to have standing arrangement with all subcontractors, all parties agreeing to proceed as arranged, but also agreeing to adjust to sudden changes of weather.
- E. Work, once begun, will leave building subject to leakage and therefore must be considered in state of emergency when weather threatens. Existing building shall be protected by Contractor from water entering through any roof or parapet area under repair for life of the project.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- B. Prevent contact with materials that could cause discoloration or staining.

PART 2 PRODUCTS

2.01 SHEET MATERIALS

- A. Stainless Steel: ASTM A167 AISI 302/304
 - 1. No 2D finish, temperas required for forming and performance; 0.018" thick (26 gage), except as otherwise indicated.
- B. Pre-Finished Aluminum: ASTM B209 (ASTM B209M); .040" thick Aluminum, shop pre-coated with Kynar 500 coating.
 - 1. Kynar 500 Shop-applied, coil coating system, 70% Kynar 500® FSF® resin-based, fluoropolymer coating system, on aluminum.
 - 2. Color: As selected by Consultant/Owner from manufacturer's standard colors.
- C. Concealed Cleats
 - 1. Aluminum: ASTM B 209 (ASTM B 209M); 0.050 inch thick; mill-finish.
- D. Stainless Steel: ASTM A666, Type 304 alloy, soft temper, 26 gage, .018 inch (.45 mm) thick; smooth No. 4 - Brushed finish.

2.02 ACCESSORIES

- A. Fasteners: Same material and finish as flashing metal, with soft neoprene washers.
- B. Concrete Masonry Fasteners:
 - 1. Galvanized Deformed Shank, zinc expansion with stainless steel pin or screw type fastener requiring a predrilled hole. Nylon expansion fasteners and fasteners not requiring a predrilled hole are not allowed. Head to be countersunk or rounded. Fastener to provide a minimum of 250 lbs. per foot pullout resistance in any direction.
- C. Sealant:

1. 1. One part gun grade polyurethane base elastomeric joint sealant conforming to all applicable requirements of Federal Specification TT-S-00230C, Type II, Class A.
- D. Secondary Flashing (either/or option):
 1. Elastomeric sheet membrane, minimum 30 mils.
 2. EPDM roofing membrane, 45-mils.
- E. Concealed Screws:
 1. Cadmium plated pan head sheet metal screw.
- F. Exposed Screws:
 1. Nonmetallic stainless steel sheet metal screw. When screw is specified to have a weather tight washer, washer shall have an integral stainless steel metal cap.
- G. Nails:
 1. 11 or 12 gauge shank, minimum 3/8" head; nail composition similar to base metal being fastened.
- H. Solder: ASTM B32; Sn50 (50/50) type.

2.03 GUTTER AND DOWNSPOUT FABRICATION

- A. Gutters: Match existing Rectangular profile.
- B. Downspouts: match existing profile.
- C. Accessories: Profiled to suit gutters and downspouts.
 1. Anchorage Devices: In accordance with SMACNA (ASMM) requirements.
 2. Gutter Supports: use combination of 300/400 series foldable 3/16" SS bar stock for the supports (bottom) and double hemmed 302/304 .018" SS spacer / hangers (Top).
 3. Downspout Supports: Brackets.
- D. Splash Pads: Precast concrete type, of size and profiles indicated; minimum 3000 psi (21 MPa) at 28 days, with minimum 5 percent air entrainment.
- E. Downspout Extenders: Same material and finish as downspouts.
- F. Seal all metal to other joints.
- G. Solder all stainless to stainless joints

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.
- B. Verify roofing termination and base flashings are in place, sealed, and secure.

3.02 PREPARATION

- A. Install starter and edge strips, and cleats before starting installation.
- B. Install surface mounted reglets true to lines and levels, and seal top of reglets with sealant.
- C. Back paint all concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil (0.4 mm).

3.03 INSTALLATION

- A. Secure flashings in place using concealed fasteners, and use exposed fasteners only where permitted..
- B. Fit flashings tight in place; make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- C. Seal metal joints watertight.
- D. Solder stainless metal joints for full metal surface contact. After soldering, wash metal clean with neutralizing solution and rinse with water.
- E. Secure gutters and downspouts in place with concealed fasteners.

- F. Slope gutters 1/4 inch per 10 feet (2.1 mm per m), minimum.

3.04 FIELD QUALITY CONTROL

- A. Inspection will involve inspection of work during installation to ascertain compliance with specified requirements.

3.05 SCHEDULE

- A. Through-Wall / Counter Flashing in Masonry: 302/304 .018 " Stainless
- B. Gutters and Downspouts: replace in like kind, if required,
- C. Scuppers: 302/304 .018 " Stainless, or PVC Coated metal as offered by roof system Manufacturer.
- D. Sheet Metal Roof Expansion Joint Covers, and Roof-to-Wall Joint Covers: 302/304 .018 " Stainless
- E. Sill and ledge metal fabrications: 302/304 .018 " Stainless
- F. Counter flashings at Roofing Terminations (over roofing base flashings): 302/304 .018 " Stainless
- G. Counter flashings at Curb-Mounted Roof Items, including skylights and roof hatches: 302/304 .018 " Stainless
- H. Roofing Penetration Flashings, for Pipes, Structural Steel, and Equipment Supports: 302/304 .018 " Stainless rain hoods

END OF SECTION

SECTION 07 7100 - ROOF SPECIALTIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. This section is included for the coping replacement at the existing light wells.
- B. Manufactured roof specialties, including fascias, gravel stops, and vents.

1.02 RELATED REQUIREMENTS

- A. Section 07 7200 - Roof Accessories: Manufactured curbs, and roof hatches.

1.03 REFERENCE STANDARDS

- A. ANSI/SPRI/FM 4435/ES-1 - Test Standard for Edge Systems Used with Low Slope Roofing Systems; 2017.
- B. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2014.
- C. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels; 2013.
- D. NRCA (RM) - The NRCA Roofing Manual; 2018.
- E. NRCA ML104 - The NRCA Roofing and Waterproofing Manual; National Roofing Contractors Association; Fifth Edition, with interim updates.
- F. SMACNA (ASMM) - Architectural Sheet Metal Manual; 2012.
- G. SPRI ES-1 - Wind Design Standard for Edge Systems Used with Low Slope Roofing Systems; Single Ply Roofing Industry; 2011. (ANSI/SPRI/FM 4435/ES-1)

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on shape of components, materials and finishes, anchor types and locations.
- C. Shop Drawings: Indicate configuration and dimension of components, adjacent construction, required clearances and tolerances, and other affected work.

1.05 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA (ASMM) details.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Roof Edge Flashings:
 - 1. W.P. Hickman Company; Extruded TerminEdge: www.wph.com.
 - 2. Metal-Era Inc: www.metalera.com.
 - 3. Or Approved shop fabricated samples..

2.02 COMPONENTS

- A. Roof Edge Flashings: Factory fabricated to sizes required; mitered, welded corners; concealed fasteners.
 - 1. Configuration: Fascia, cant, and edge securement for roof membrane.
 - 2. Pull-Off Resistance: Tested in accordance with ANSI/SPRI/FM 4435/ES-1 using test methods RE-1 and RE-2 to positive and negative design wind pressure as defined by applicable local building code.
 - 3. Material: Formed aluminum sheet, 0.050 inch (1.3 mm) thick, minimum.
 - 4. Manufacturers:
 - a. Approved Membrane Manufacturers' Metal Edge components to be included in the systems warranty.
 - b. W.P. Hickman Company; Extruded TerminEdge: www.wph.com.
 - c. Substitutions: See Section 01 6000 - Product Requirements.

- B. Copings: Factory fabricated to sizes required; mitered, welded corners; concealed fasteners.
 - 1. Configuration: Concealed continuous hold down cleat at both legs; internal splice piece at joints of same material, thickness and finish as cap; concealed stainless steel fasteners.
 - 2. Pull-Off Resistance: Tested in accordance with ANSI/SPRI/FM 4435/ES-1 using test method RE-3 to positive and negative design wind pressure as defined by applicable local building code.
 - 3. Material: Formed aluminum sheet, 0.050 inch (1.3 mm) thick, minimum.
 - 4. Finish: 70 percent Kynar.
 - 5. Color: As scheduled.
 - 6. Manufacturers:
 - a. Approved Membrane Manufacturers' Metal Edge components to be included in the systems warranty.
 - b. W.P. Hickman Company; PermaSnap: www.wph.com.
 - c. Substitutions: See Section 01 6000 - Product Requirements.
- C. Pipe and Penetration Flashing: Base of thermoplastic, compatible with sheet metal roof systems, and capable of accommodating pipes sized between 0.375 inches (9.5 mm) and 12 inches (30.5 cm).
 - 1. Caps: EPDM.

2.03 ACCESSORIES

- A. Sealant for Joints in Linear Components: As recommended by component manufacturer.
- B. Adhesive for Anchoring to Roof Membrane: Compatible with roof membrane and approved by roof membrane manufacturer.

2.04 FINISHES

- A. PVDF (Polyvinylidene Fluoride) Coating: Superior Performance Organic Finish, AAMA 2605; multiple coat, thermally cured fluoropolymer finish system; color as scheduled.

2.05 ACCESSORIES

- A. Sealant for Joints in Linear Components: As recommended by component manufacturer.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that deck, curbs, roof membrane, base flashing, and other items affecting work of this Section are in place and positioned correctly.

3.02 INSTALLATION

- A. Install components in accordance with manufacturer's instructions and NRCA (RM) applicable requirements.
- B. Seal joints within components when required by component manufacturer.
- C. Anchor components securely.
- D. Coordinate installation of components of this section with installation of roofing membrane and base flashings.
- E. Coordinate installation of sealants with work of this section to ensure water tightness.
- F. Coordinate installation of flashing flanges into reglets.

END OF SECTION

SECTION 07 7232 - ROOF HATCHES

PART 1 GENERAL

1.01 SUMMARY

- A. Work Included: Provide factory-fabricated roof hatches for ladder access.

1.02 SUBMITTALS

- A. Product Data: Submit manufacturer's product data.
- B. Shop Drawings: Submit shop drawings including profiles, accessories, location, adjacent construction interface, and dimensions.
- C. Warranty: Submit executed copy of manufacturer's standard warranty.

1.03 QUALITY ASSURANCE

- A. Manufacturer: A minimum of 5 years' experience manufacturing similar products.
- B. Installer: A minimum of 2 years' experience installing similar products.
- C. Manufacturer's Quality System: Registered to ISO 9001:2008 Quality Standards including in-house engineering for product design activities.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Deliver products in manufacturer's original packaging. Store materials in a dry, protected, well-vented area. Inspect product upon receipt and report damaged material immediately to delivering carrier and note such damage on the carrier's freight bill of lading.

1.05 WARRANTY

- A. Manufacturer's Warranty: Provide manufacturer's standard warranty. Materials shall be free of defects in material and workmanship for a period of five years from the date of purchase. Should a part fail to function in normal use within this period, manufacturer shall furnish a new part at no charge.

PART 2 PRODUCTS

2.01 MANUFACTURER

- A. Basis-of-Design Manufacturer: Type S Roof Hatch by The BILCO Company, P.O. Box 1203, New Haven, CT 06505, 1-800-366-6530, Fax: 1-203-535-1582, Web: www.bilco.com.

2.02 NEW ROOF HATCH

- A. Furnish and install where indicated on plans metal roof hatch Type S, size width: 36" (914mm) x length: 30" (762mm). Length denotes hinge side. The roof hatch shall be single leaf. The roof hatch shall be pre-assembled from the manufacturer.
- B. Performance characteristics:
 - 1. Cover shall be reinforced to support a minimum live load of 40 psf (195kg/m²) with a maximum deflection of 1/150th of the span and a 140 psf (684 kg/m²) wind uplift for galvanized steel (Type S-20) Operation of the cover shall be smooth and easy with controlled operation throughout the entire arc of opening and closing.
 - 2. Operation of the cover shall not be affected by temperature.
 - 3. Entire hatch shall be weather tight with fully welded corner joints on cover and curb.
 - 4. Galvanized steel (Type S-20) roof hatches shall be Miami-Dade Product approved (NOA No. 18-0226.04 Expiration Date: December 2, 2019), meeting large and small missile impact requirements. Florida Product Approval #FL15110.
- C. Cover: Shall be 14 gauge (1.9mm) paint bond G-90 galvanized steel with a 3" (76mm) beaded flange with formed reinforcing members. Cover shall have a heavy extruded EPDM rubber gasket that is bonded to the cover interior to assure a continuous seal when compressed to the top surface of the curb.
- D. Cover insulation: Shall be isocyanurate of 1" (25mm) thickness, fully covered and protected by a metal liner 22 gauge (.8mm) paint bond G-90 galvanized steel

- E. Curb: Shall be 12" (305mm) in height and of 14 gauge (1.9mm) paint bond G-90 galvanized steel. The curb shall be formed with a 3-1/2" (89mm) flange with 7/16" (11.1mm) holes provided for securing to the roof deck. The curb shall be equipped with an integral metal cap flashing of the same gauge and material as the curb, fully welded at the corners, that features the Bil-Clip® flashing system, including stamped tabs, 6" (153mm) on center, to be bent inward to hold single ply roofing membrane securely in place.
- F. Curb insulation: Shall be rigid, high-density fiberboard of 1" (25mm) thickness on outside of curb.
- G. Lifting mechanisms: Manufacturer shall provide compression spring operators enclosed in telescopic tubes to provide, smooth, easy, and controlled cover operation throughout the entire arc of opening and closing. The upper tube shall be the outer tube to prevent accumulation of moisture, grit, and debris inside the lower tube assembly. The lower tube shall interlock with a flanged support shoe
- H. Hardware
 - 1. Heavy pintle hinges shall be provided
 - 2. Cover shall be equipped with a spring latch with interior and exterior turn handles
 - 3. Roof hatch shall be equipped with interior and exterior padlock hasps.
 - 4. The latch strike shall be a stamped component bolted to the curb assembly.
 - 5. Cover shall automatically lock in the open position with a rigid hold open arm equipped with a 1" (25mm) diameter red vinyl grip handle to permit easy release for closing.
 - 6. Compression spring tubes shall be an anti-corrosive composite material and all other hardware shall be zinc plated and chromate sealed.
 - 7. Cover hardware shall be bolted into heavy gauge channel reinforcing welded to the underside of the cover and concealed within the insulation space.
- I. Finishes: Factory finish shall be alkyd based red oxide primed steel.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine substrates and openings for compliance with requirements for installation tolerances and other conditions affecting performance. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION

- A. Install products in strict accordance with manufacturer's instructions and approved submittals. Locate units level, plumb, and in proper alignment with adjacent work.
 - 1. Test units for proper function and adjust until proper operation is achieved.
 - 2. Repair finishes damaged during installation.
 - 3. Restore finishes so no evidence remains of corrective work.

3.03 ADJUSTING AND CLEANING

- A. Clean exposed surfaces using methods acceptable to the manufacturer which will not damage finish.

END OF SECTION

SECTION 07 9200 - JOINT SEALANTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Nonsag gunnable joint sealants.
- B. Joint backings and accessories.

1.02 RELATED REQUIREMENTS

- A. Section 04 0100 Maintenance of Masonry: Control and wall expansion joints
- B. Section 07 5215 Styrene- Butadiene- Styrene (SBS) Modified Bituminous Membrane Roofing
- C. Section 07 6200 Sheet Metal Flashing and Trim

1.03 REFERENCE STANDARDS

- A. ASTM C834 - Standard Specification for Latex Sealants; 2014.
- B. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2014.
- C. ASTM C1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants; 2008 (Reapproved 2012).

1.04 SUBMITTALS

- A. Product Data for Sealants: Submit manufacturer's technical data sheets for each product to be used, that includes the following.
 - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
 - 2. List of backing materials approved for use with the specific product.
 - 3. Sample product warranty.
- B. Product Data for Accessory Products: Submit manufacturer's technical data sheet for each product to be used, including physical characteristics, installation instructions, and recommended tools.
- C. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.
- D. Installation Plan: Submit at least four weeks prior to start of installation.
- E. Preinstallation Field Adhesion Test Reports: Submit filled out Preinstallation Field Adhesion Test Reports log within 10 days after completion of tests; include bagged test samples and photographic records.

1.05 QUALITY ASSURANCE

- A. Maintain one copy of each referenced document covering installation requirements on site.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- C. Installation Plan: Include schedule of sealed joints, including the following.
 - 1. Installation Log Form: Include the following data fields, with known information filled out.
 - a. Date of installation.
 - b. Name of installer.
 - c. Actual joint width; provide space to indicate maximum and minimum width.
 - d. Actual joint depth to face of backing material at centerline of joint.
 - e. Air temperature.
- D. Preinstallation Field Adhesion Test Plan: Include destructive field adhesion testing of one sample of each combination of sealant type and substrate, except interior acrylic latex sealants, and include the following for each tested sample.
 - 1. Name(s) of sealant manufacturers' field representatives who will be observing

2. Owner reserves the right to require manufacturers' representative to provide field adhesion tests during any part of the installation if necessary to test compliance and product serviceability.
- E. Owner will employ an independent testing agency to perform the field quality control inspection and testing as referenced in PART 3 of this section and as follows, to prepare and submit the field quality control plan and log, and to provide recommendations of remedies in the case of failure.
- F. Field Quality Control Plan:
 1. Field Quality Control Log Form: Show same data fields as on Preinstallation Field Adhesion Test Log, with known information filled out and lines for multiple tests per sealant/substrate combinations; include visual inspection and specified field testing; allow for possibility that more tests than minimum specified may be necessary.
- G. Field Adhesion Tests of Joints: Test for adhesion using most appropriate method in accordance with ASTM C1521, or other applicable method as recommended by manufacturer.

1.06 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective work within a five year period after Date of Substantial Completion.
- C. Warranty: Include coverage for installed sealants and accessories that fail to achieve watertight seal, exhibit loss of adhesion or cohesion, or do not cure.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Non-Sag Sealants: Masonry to Masonry: Permits application in joints on vertical surfaces without sagging or slumping.
 1. Pecora Corporation; Dynatrol, Dynaflex: www.pecora.com/#sle.
 2. Sika Corporation; Sika 1A, Sika 15lm: www.usa-sika.com/#sle.
 3. Tremco Commercial Sealants & Waterproofing; Dymonic: www.tremcosealants.com/#sle.

2.02 JOINT SEALANT APPLICATIONS

- A. Scope:
 1. Exterior Joints: Seal open joints, whether or not the joint is indicated on drawings, unless specifically indicated not to be sealed. Exterior joints to be sealed include, but are not limited to, the following items.
 - a. Wall expansion and control joints.
 - b. Joints between door, window, and other frames and adjacent construction.
 - c. Joints between different exposed materials.
 - d. Openings below ledge angles in masonry.
 - e. Other joints indicated below.
 2. Do not seal the following types of joints.
 - a. Intentional weepholes in masonry.
 - b. Joints indicated to be treated with manufactured expansion joint cover or some other type of sealing device.
 - c. Joints where sealant is specified to be provided by manufacturer of product to be sealed.
 - d. Joints where installation of sealant is specified in another section.
 - e. Joints between suspended panel ceilings/grid and walls.
- B. Concrete Panel Exterior Joints: Use non-sag non-staining silicone sealant, unless otherwise indicated.
 1. Lap Joints in Sheet Metal Fabrications: Silicone based, non-curing.

2.03 JOINT SEALANTS - GENERAL

- A. Sealants and Primers: Provide products having lower volatile organic compound (VOC) content than indicated in SCAQMD 1168.

2.04 NONSAG JOINT SEALANTS

- A. Non-Staining Silicone Sealant: ASTM C920, Grade NS, Uses M and A; not expected to withstand continuous water immersion or traffic.
 - 1. Movement Capability: 25%, minimum.
 - 2. Non-Staining To Porous Stone: Non-staining to light-colored natural stone when tested in accordance with ASTM C1248.
 - 3. Dirt Pick-Up: Reduced dirt pick-up compared to other silicone sealants.
 - 4. Color: Match adjacent finished surfaces.
 - 5. Cure Type: Single-component, neutral moisture curing.
 - 6. Service Temperature Range: Minus 65 to 180 degrees F (Minus 54 to 82 degrees C).
 - 7. Manufacturers:
 - a. Dow Chemical Company; 795 Silicone Building Sealant: consumer.dow.com/en-us/industry/ind-building-construction.html/#sle.
 - b. Sika Corporation; Sikasil WS-295: www.usa-sika.com/#sle.
 - c. Tremco Commercial Sealants & Waterproofing; Tremsil 200: www.tremcosealants.com/#sle.
 - d. Tremco Commercial Sealants & Waterproofing; Tremsil 400: www.tremcosealants.com/#sle.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.
- C. Verify that backer rods are of the correct size.
- D. Preinstallation Adhesion Testing: Install a sample for each test location indicated in the test plan.
 - 1. Test each sample as specified in PART 1 under QUALITY ASSURANCE article.
 - 2. Arrange for sealant manufacturer's technical representative to be present during tests, if determined to be necessary by Owner, or Designer.
 - 3. Record each test on Preinstallation Adhesion Test Log as indicated.
 - 4. If any sample fails, review products and installation procedures, consult manufacturer, or take whatever other measures are necessary to ensure adhesion; re-test in a different location; if unable to obtain satisfactory adhesion, report to Consultant.
 - 5. Sample or Mock-up tests may be left in place if approved by Owner or Designer.

3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.

3.03 INSTALLATION

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Install bond breaker backing tape where backer rod cannot be used.
- D. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- E. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.

- F. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

3.04 FIELD QUALITY CONTROL

- A. Owner will employ an independent testing agency to perform field quality control inspection and testing as specified in PART 1 under QUALITY ASSURANCE article.
- B. Remove and replace failed portions of sealants using same materials and procedures as indicated for original installation.

END OF SECTION

ROOFING REPLACEMENT & MASONRY RESTORATION

1131 SPRING ROAD FACILITY

1131 SPRING ROAD, NW
WASHINGTON, D.C. 20010



BLUEFIN LLC CORPORATE OFFICE
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MID-ATLANTIC OFFICE
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DGS-DRES

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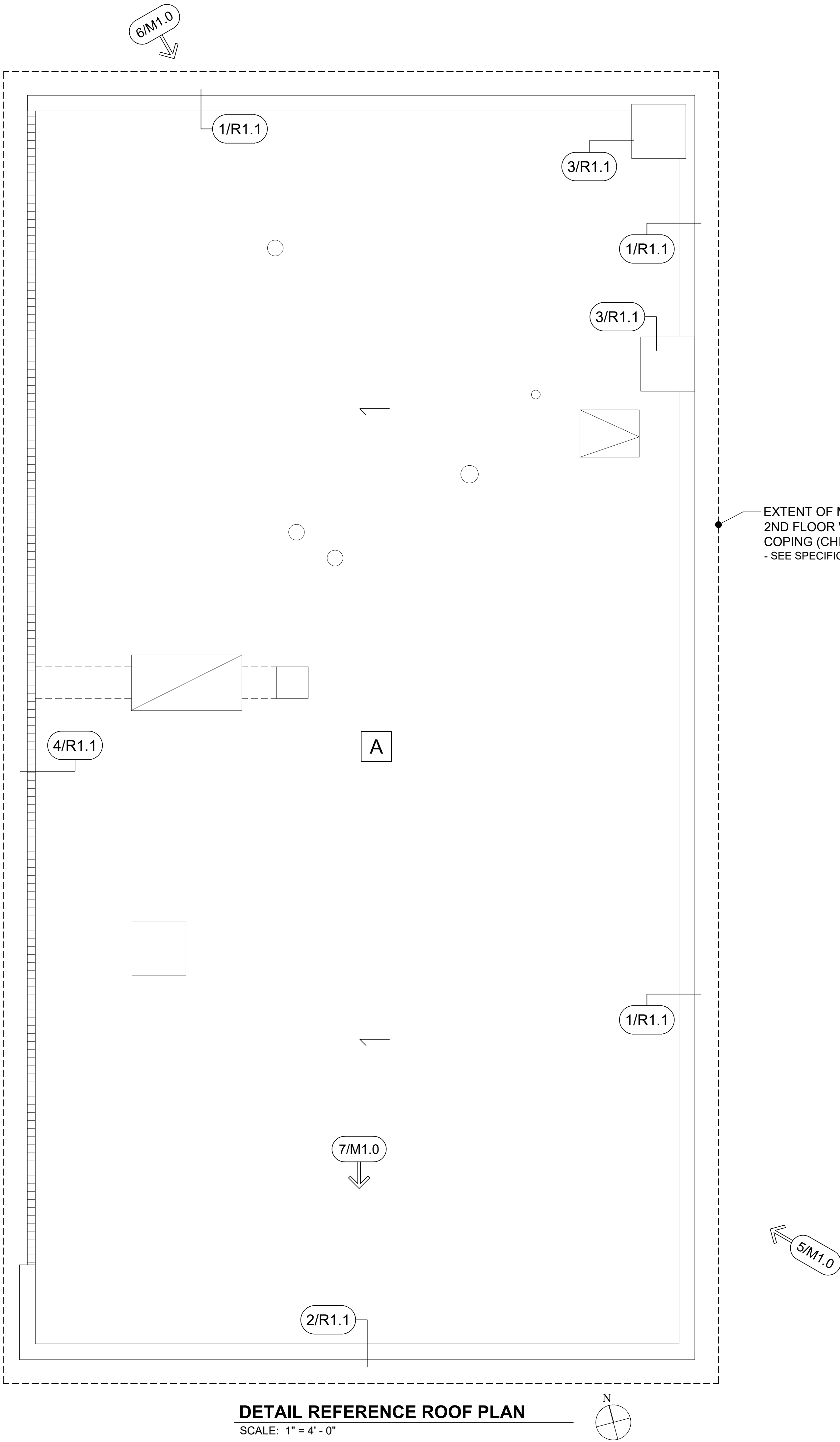
EXTERIOR PHOTO

DRAWING INDEX

- C1.0 COVER PAGE
- R1.0 DETAIL REFERENCE ROOF PLAN
- R1.1 ROOF DETAILS
- R1.2 DESIGN CRITERIA
- M1.0 MASONRY DETAILS AND ELEVATIONS

DRAWING TITLE
COVER PAGE

SHEET NUMBER
C1.0



GENERAL DRAWING NOTES:

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- PROVIDE INSULATION CRICKETS BEHIND UNITS GREATER THAN 24-INCHES IN WIDTH.
- PROVIDE WALKPADS AT BASE AND TOP OF LADDERS, STAIRS, AT ROOF ACCESS DOORS, AND AT OTHER ROOF ACCESS POINTS.
- PROVIDE PRECAST CONCRETE SPLASHBLOCKS OVER WALKPADS AT BASE OF DOWNSPOUTS.
- TEMPORARILY REMOVE EQUIPMENT RESTING ON ROOF SURFACE. AS DIRECTED BY OWNER, REINSTALL OVER NEW SLEEPERS IN ACCORDANCE WITH WALKPADS WHEN ROOFING WORK IS COMPLETE.

GENERAL ROOF DETAIL NOTES:

- SECURE TOP EDGE OF FLASHING USING AN ALUMINUM TERMINATION BAR SECURED 12-INCHES O.C. MAX., AND WITHIN 2-INCHES OF EACH END. PRIOR TO TERMINATION BAR INSTALLATION, INSTALL MANUFACTURER'S RECOMMENDED SEALANT BEHIND FLASHING WHERE TERMINATION BAR WILL BE PLACED. SEAL TOP EDGE OF FLASHING AND TERMINATION BAR AFTER INSTALLATION.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SUPPLY THE INSULATION MANUFACTURER WITH FIELD-VERIFIED MEASUREMENTS FOR PRICING AND LAYOUT.
- DISCONNECTIONS AND RECONNECTIONS OF ELECTRICAL, PLUMBING OR MECHANICAL CONNECTIONS RELATED TO THE DISPLACEMENT AND RE-INSTALLATION OF ROOFTOP UNITS SHALL BE PERFORMED BY A CONTRACTOR LICENSED TO PERFORM SUCH WORK. COORDINATE THIS WORK WITH THE OWNER.
- INSTALL INSIDE AND OUTSIDE FLASHING CORNERS FOLLOWING THE RECOMMENDATIONS AND REQUIREMENTS OF THE ROOFING MEMBRANE MANUFACTURER. PROVIDE "T-JOINT COVERS" AT THE BASE OF THE CURB AT FLASHING PIECE INTERSECTIONS.
- PRIOR TO SOLDERING OF STAINLESS STEEL AND COPPER, CLEAN WORK AREA USING SOLVENTS AND WIRE BRUSH; REMOVING DIRT, OIL, GREASE, AND OTHER CONTAMINANTS FROM THE WORK AREA. TIN THE WORK AREA BY APPLYING ACID (FLUX). PERFORM SOLDERING WORK. AFTER COMPLETION OF WORK, REMOVE EXCESS ACID (FLUX) FROM THE WORK AREA.
- THE USE OF "PITCH POCKETS" IS TO BE LIMITED AND RESTRICTED TO SPECIAL PENETRATION CONDITIONS WHERE FLUID FLASHING AND/OR LIQUID-APPLIED MEMBRANES ARE NOT ABLE TO BE APPLIED PROPERLY.
- AT PERIMETER EDGES AND PARAPET WALLS WHERE PVC MEMBRANE IS INDICATED AS EXTENDING UP AND OVER THE WALL: EXTEND FLASHING MEMBRANE OVER AND DOWN PERIMETER EDGE/PARAPET WALL AS SHOWN. APPLY SEALANT TO BACK SIDE OF MEMBRANE AND SECURE WITH ROOFING NAILS AFFIXED WITH 1" DIAMETER METAL CAPS 12" O.C. MAX.
- PRIOR TO INSTALLATION OF NEW FLASHING AND COUNTERFLASHING, INSPECT EXISTING WALLS FOR THE PRESENCE OF MASONRY WEEPS AND OTHER WALL DRAINAGE MECHANISMS. DO NOT COVER WEEPS, OR IMPEDE THE ABILITY OF MOISTURE TO EXIT WALL SYSTEMS.

PROPOSED ROOF SYSTEMS:

AREA A

- FULLY ADHERED 72-MIL PVC ROOF MEMBRANE
- COVER BOARD, 1/4-INCH THICK IN LOW-RISE FOAM ADHESIVE
- TWO LAYERS OF 2-INCH POLYISOCYANURATE INSULATION, IN LOW-RISE FOAM ADHESIVE
- SARNAVAP OR APPROVED MANUFACTURER'S VAPOR BARRIER
- CONCRETE DECK PRIMER
- EXISTING CONCRETE DECK

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

PROJECT

**ROOFING REPLACEMENT
& MASONRY RESTORATION**

1131 SPRING ROAD FACILITY
1131 SPRING ROAD, NW
WASHINGTON, D.C. 20009



DRAWING DATES		
NUMBER	DATE	COMMENTS

• 1 11/16/18 ISSUE FOR BID

DRAWING TITLE

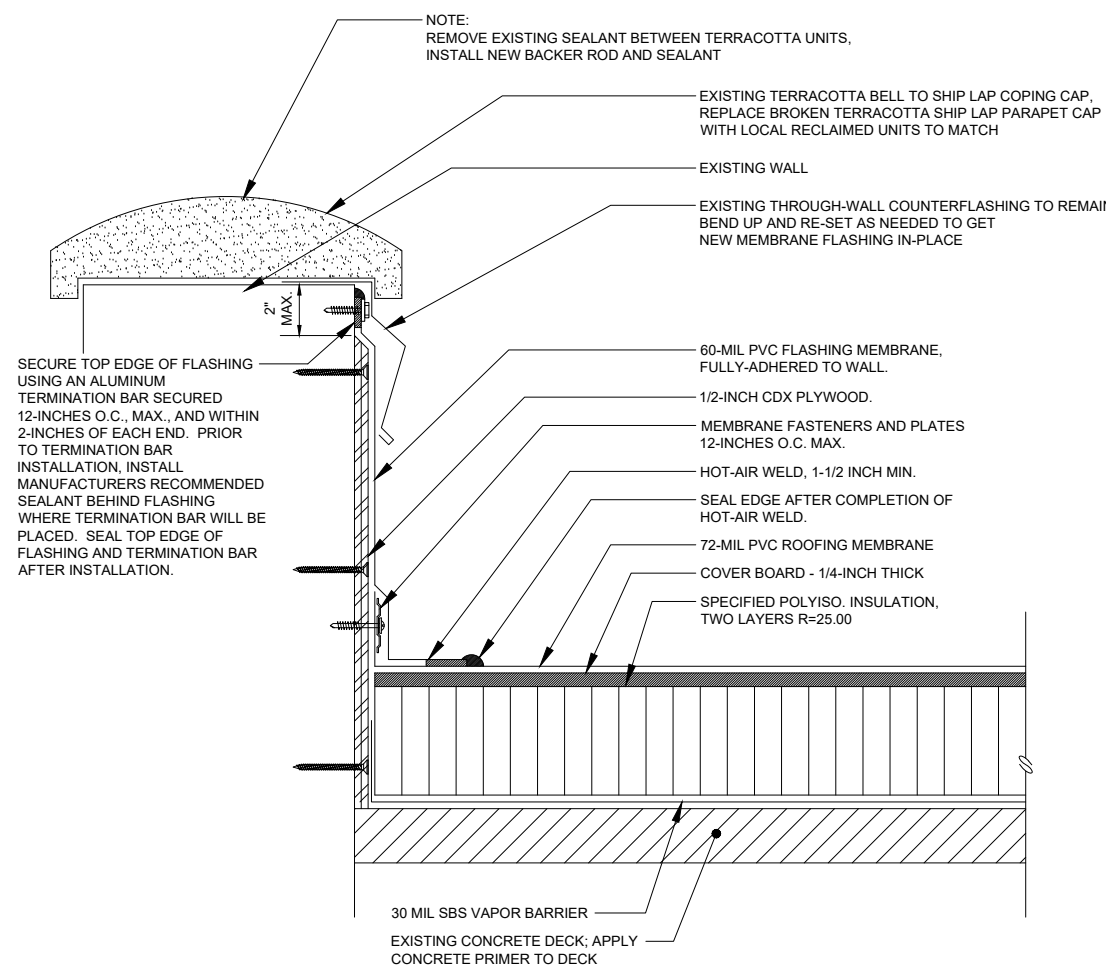
ROOF PLANS

SHEET NUMBER

R1.0

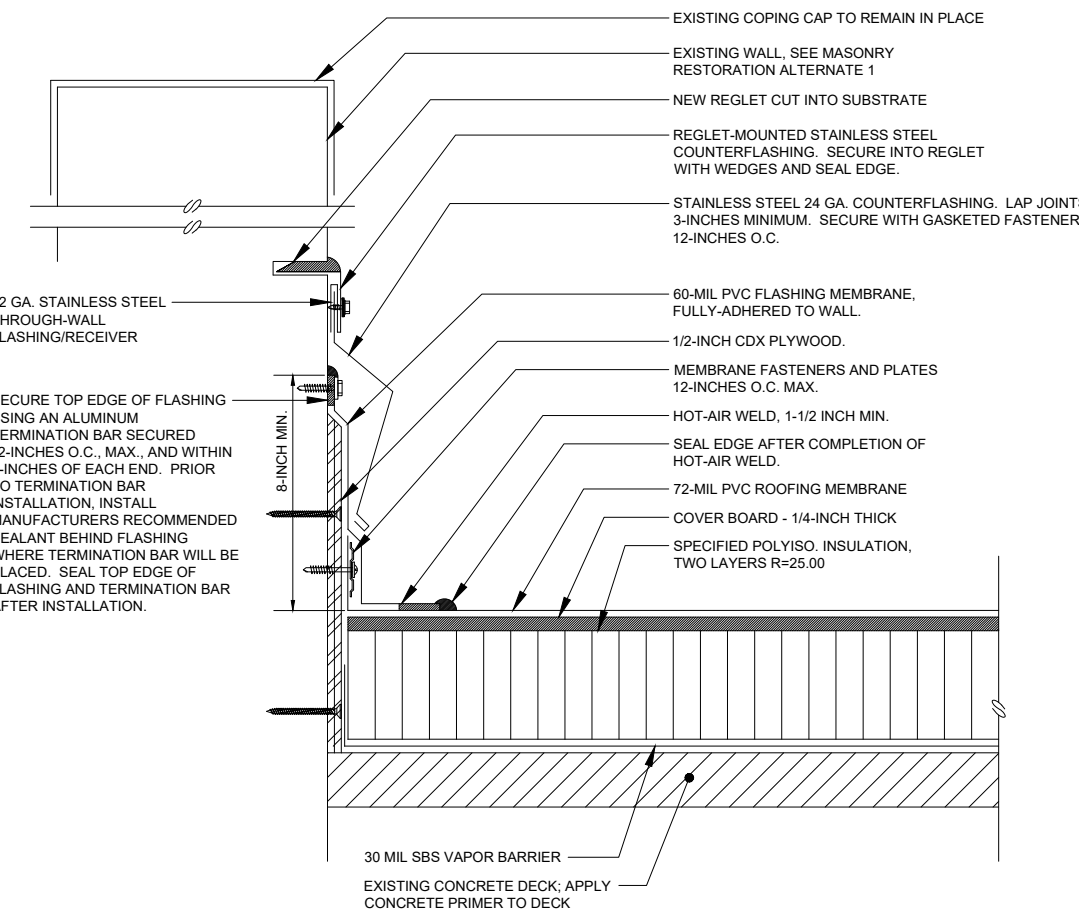
PROJECT

**ROOFING REPLACEMENT
& MASONRY RESTORATION**
1131 SPRING ROAD FACILITY
1131 SPRING ROAD, NW
WASHINGTON, D.C. 20009



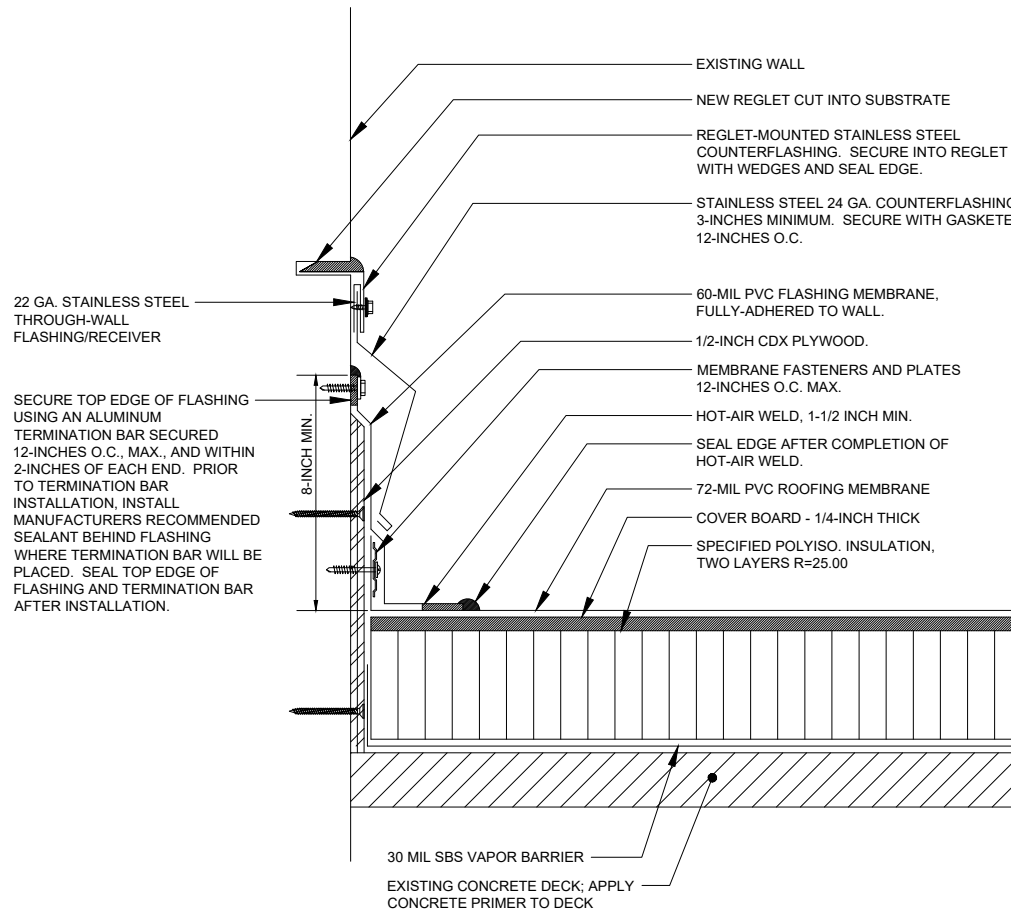
1 PARAPET FLASHING

N.T.S.



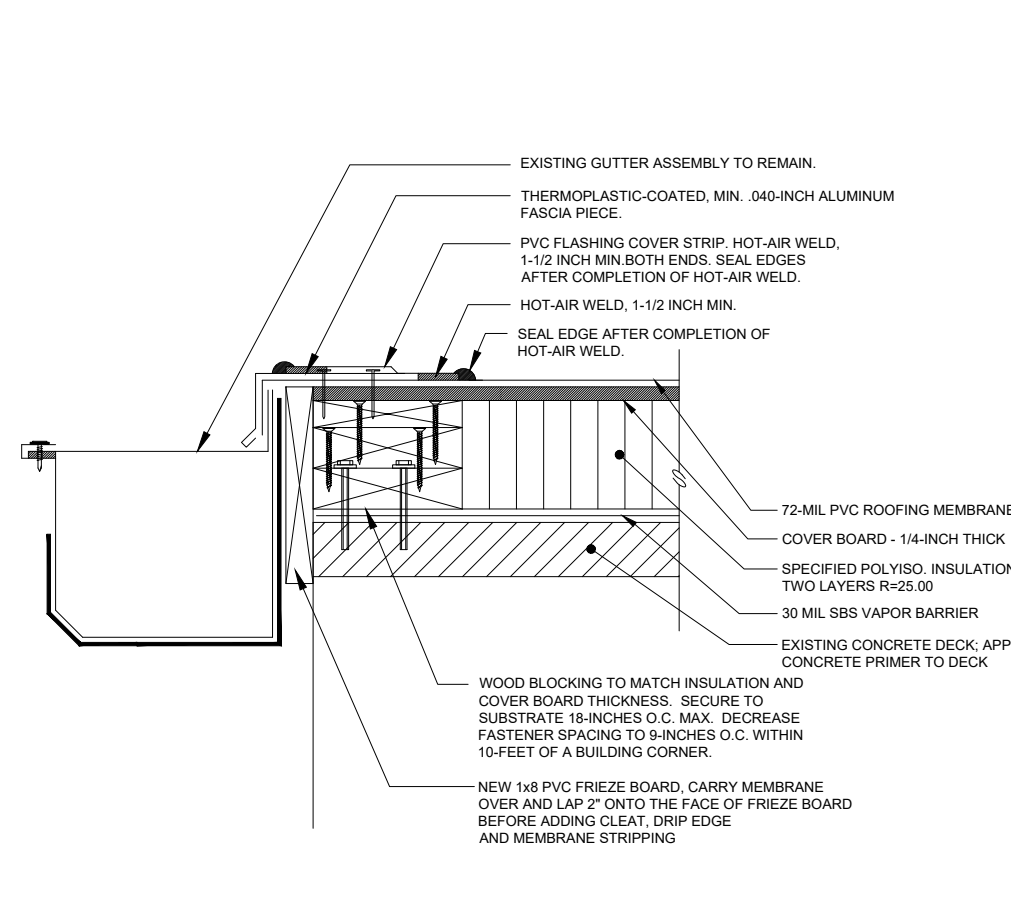
2 HIGH WALL PARAPET FLASHING

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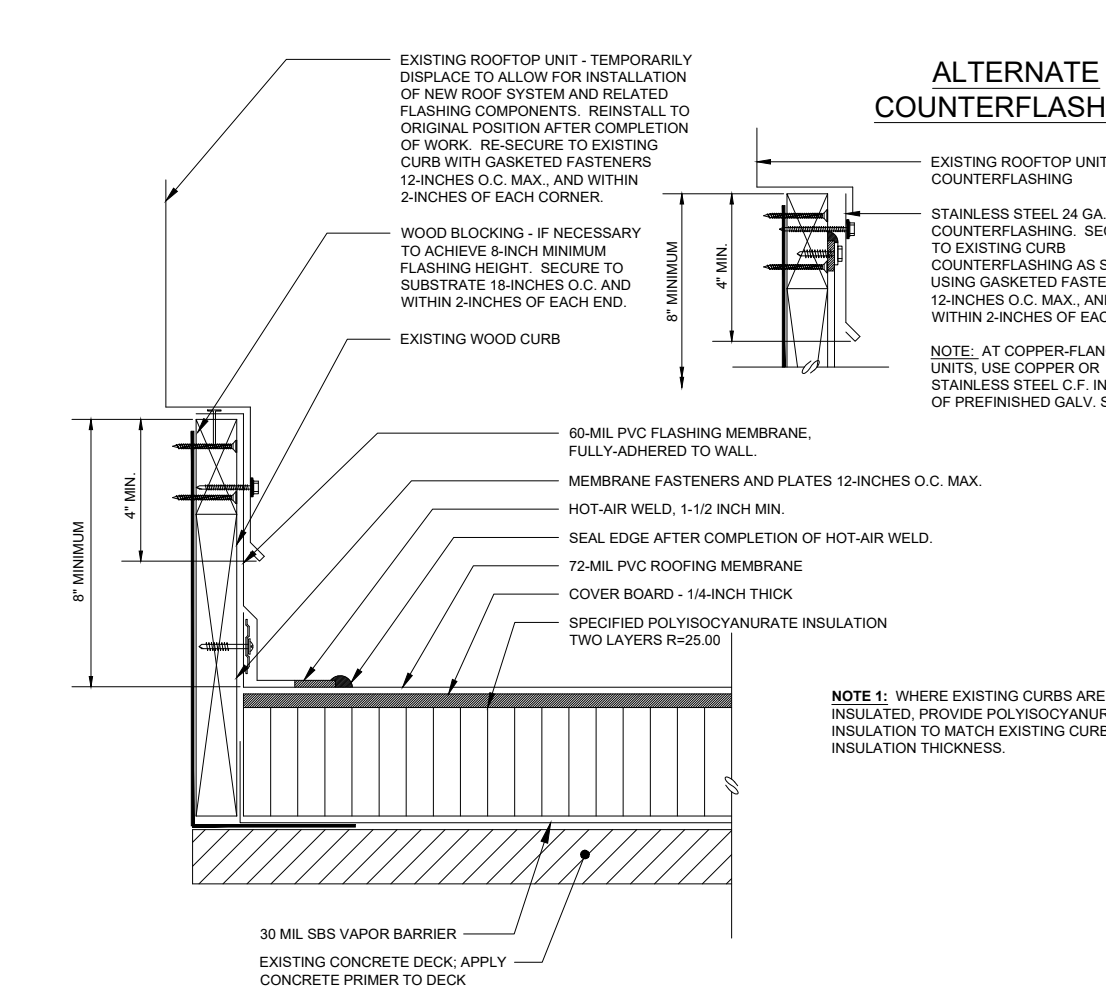
3 WALL FLASHING AT CHIMNEY

N.T.S.



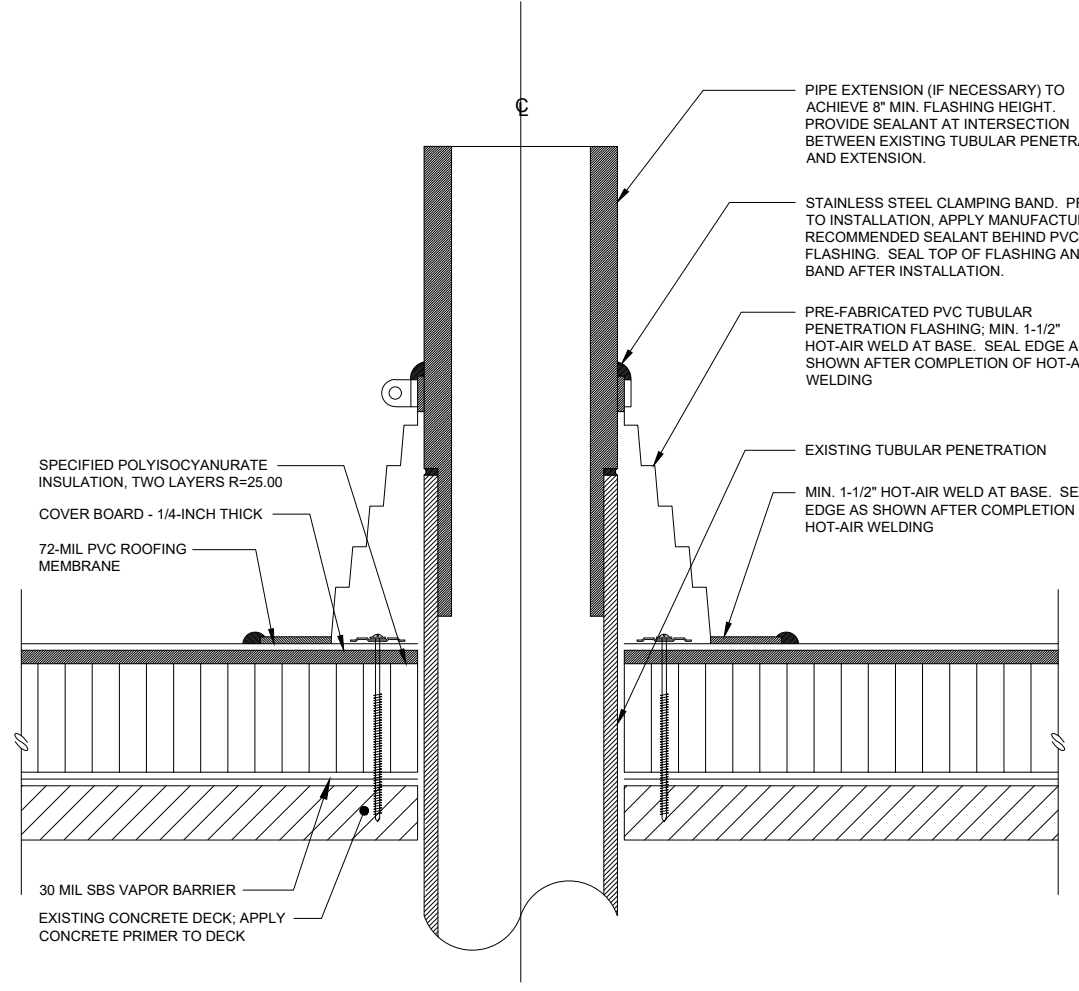
4 GUTTER EDGE FLASHING

N.T.S.



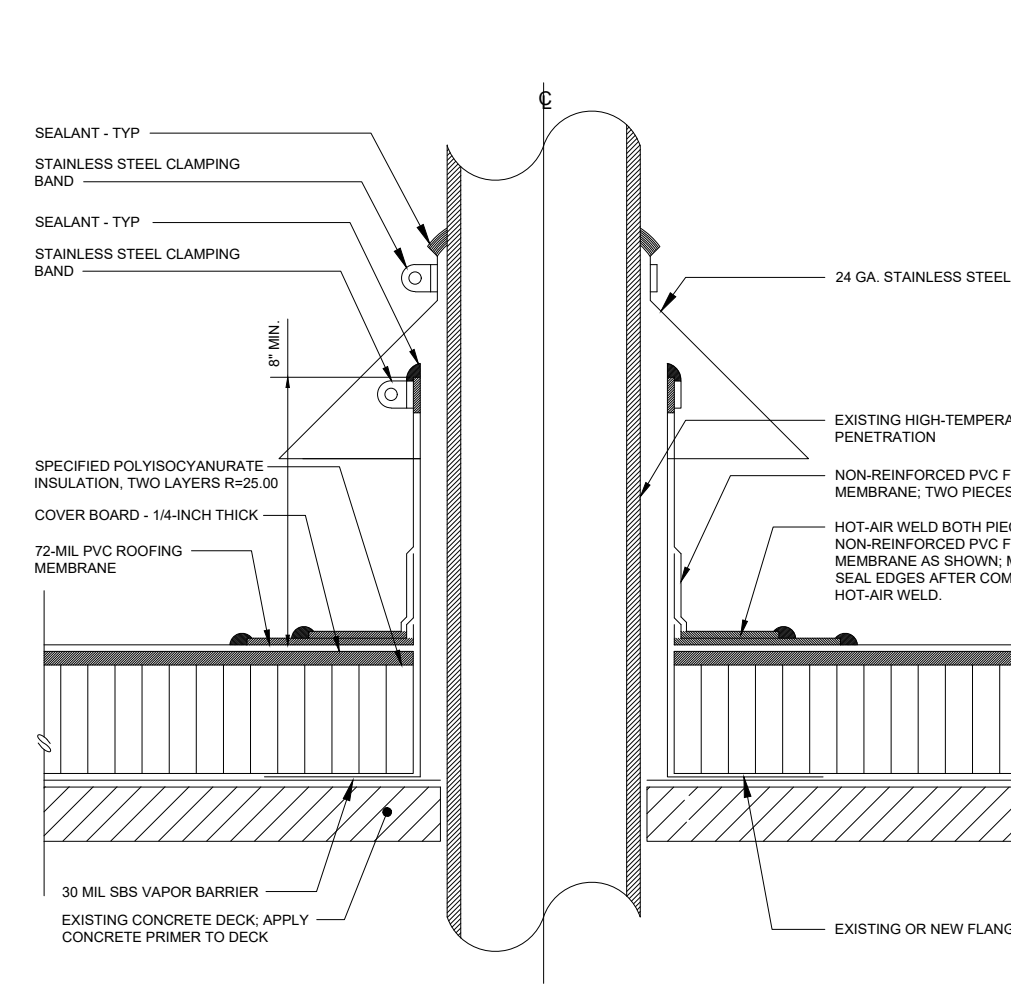
5 TYPICAL CURB FLASHING

N.T.S.



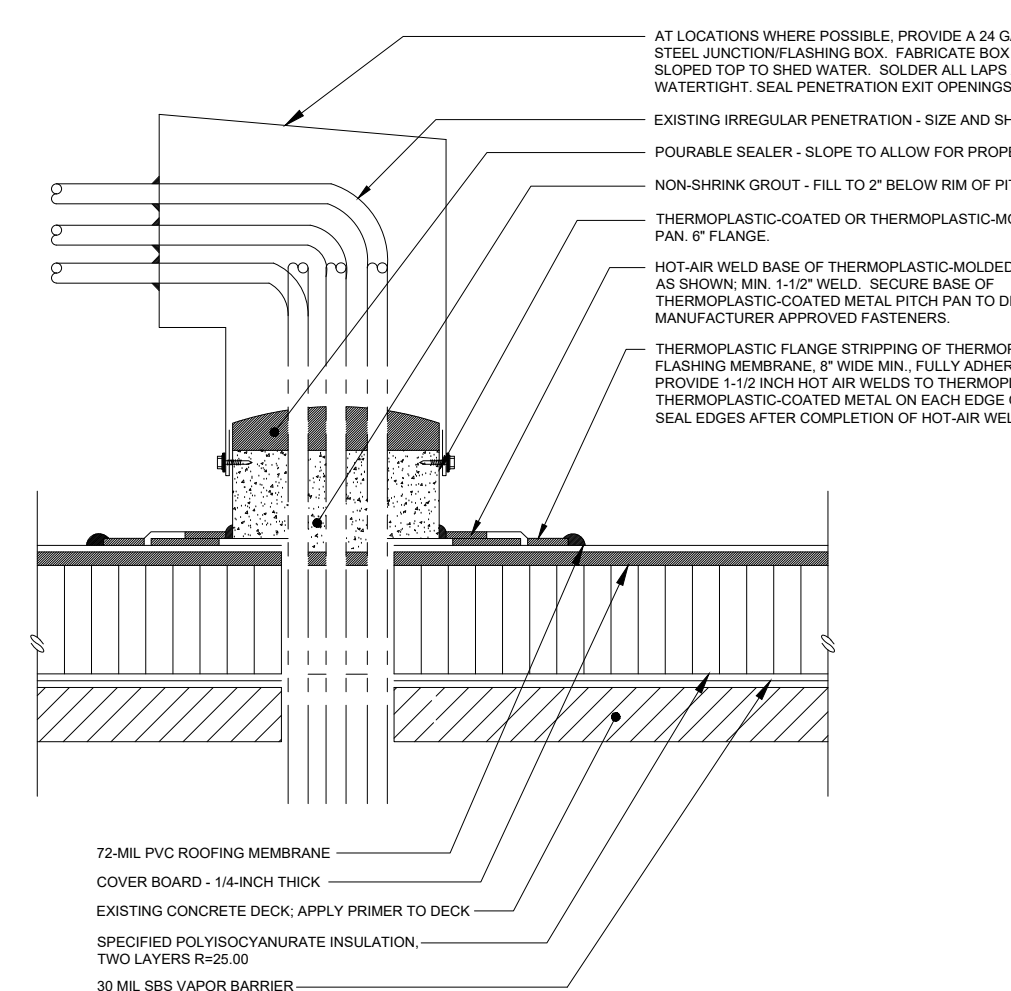
6 TYPICAL PLUMBING VENT

N.T.S.



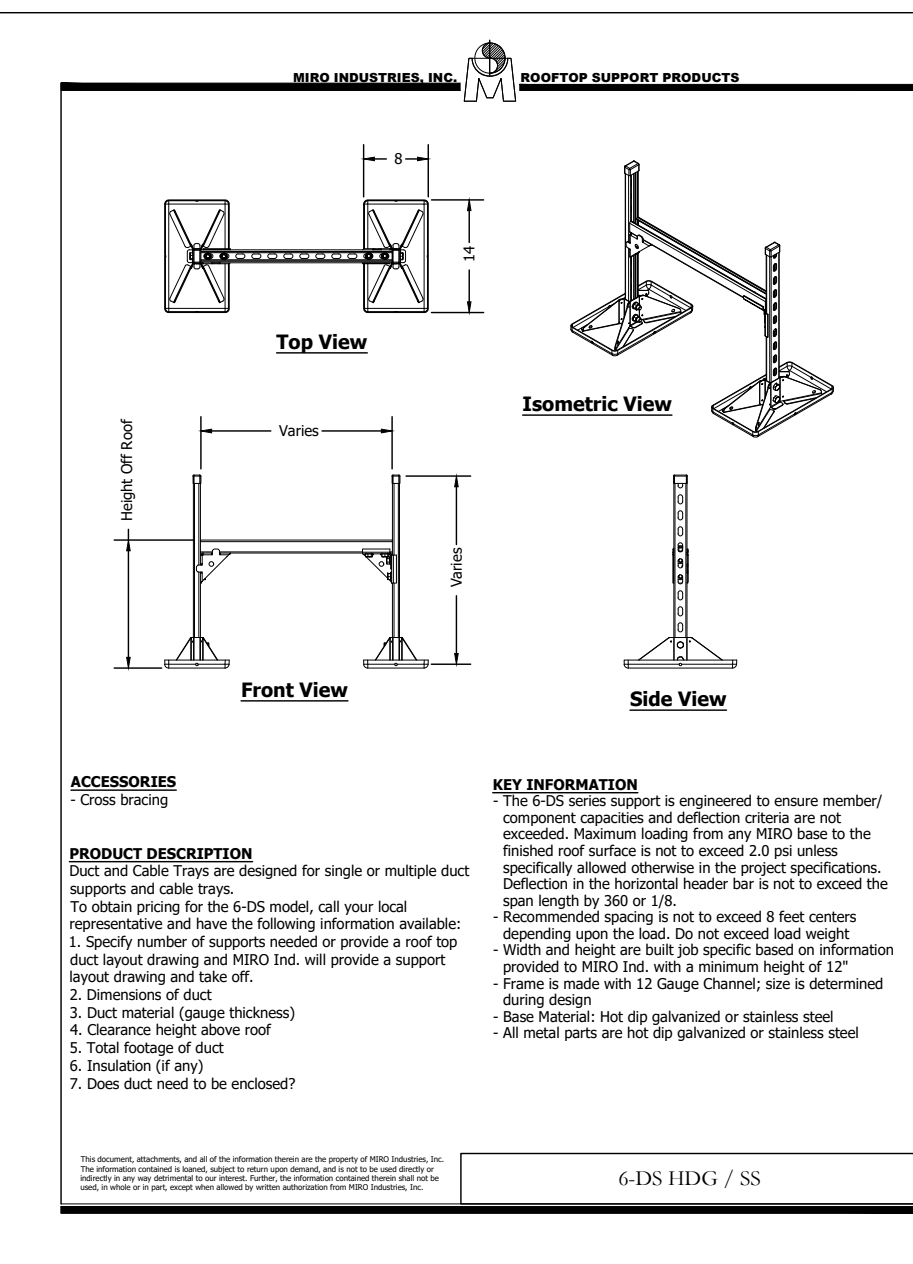
7 TYPICAL HOT STACK

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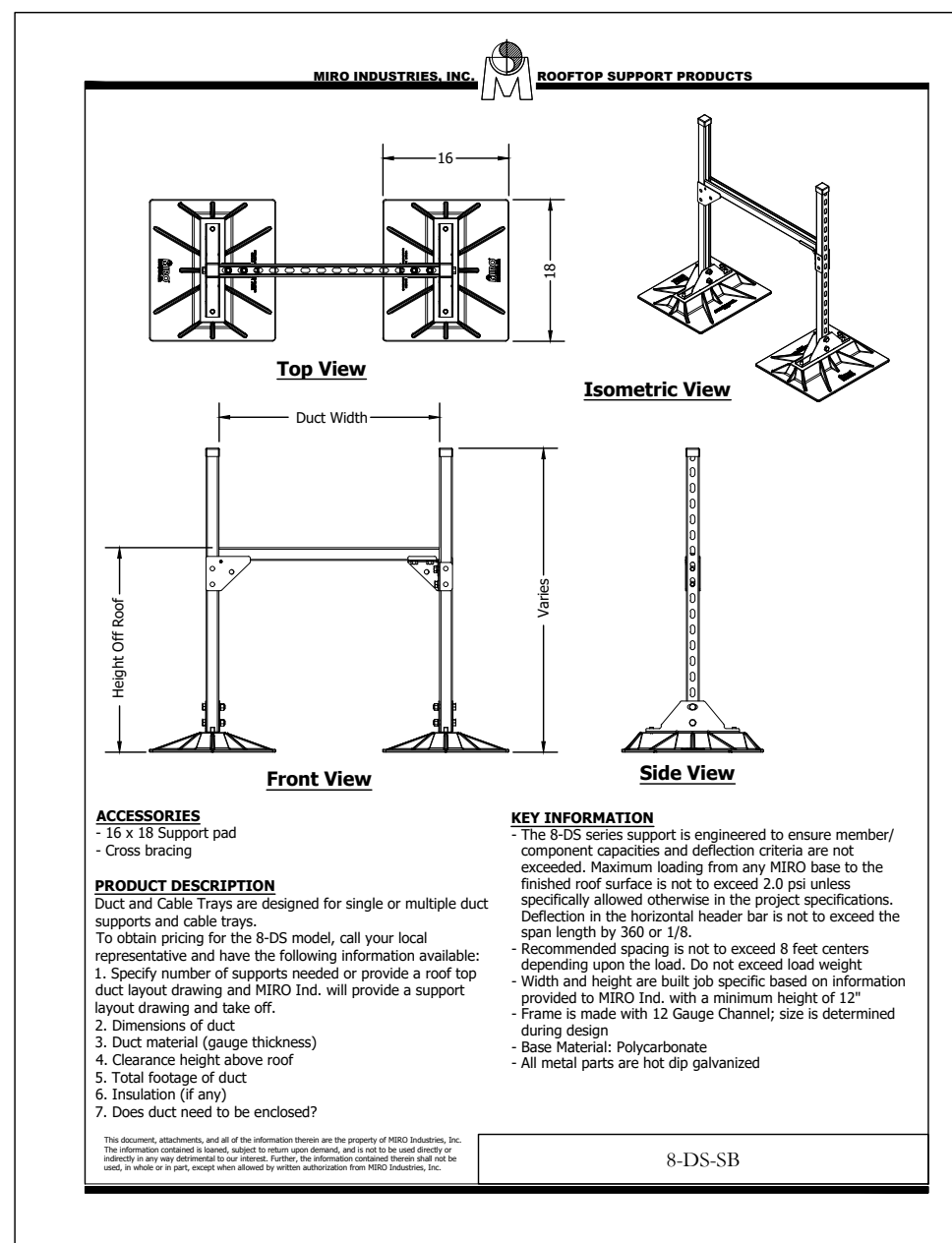
8 TYPICAL PITCH PAN

N.T.S.



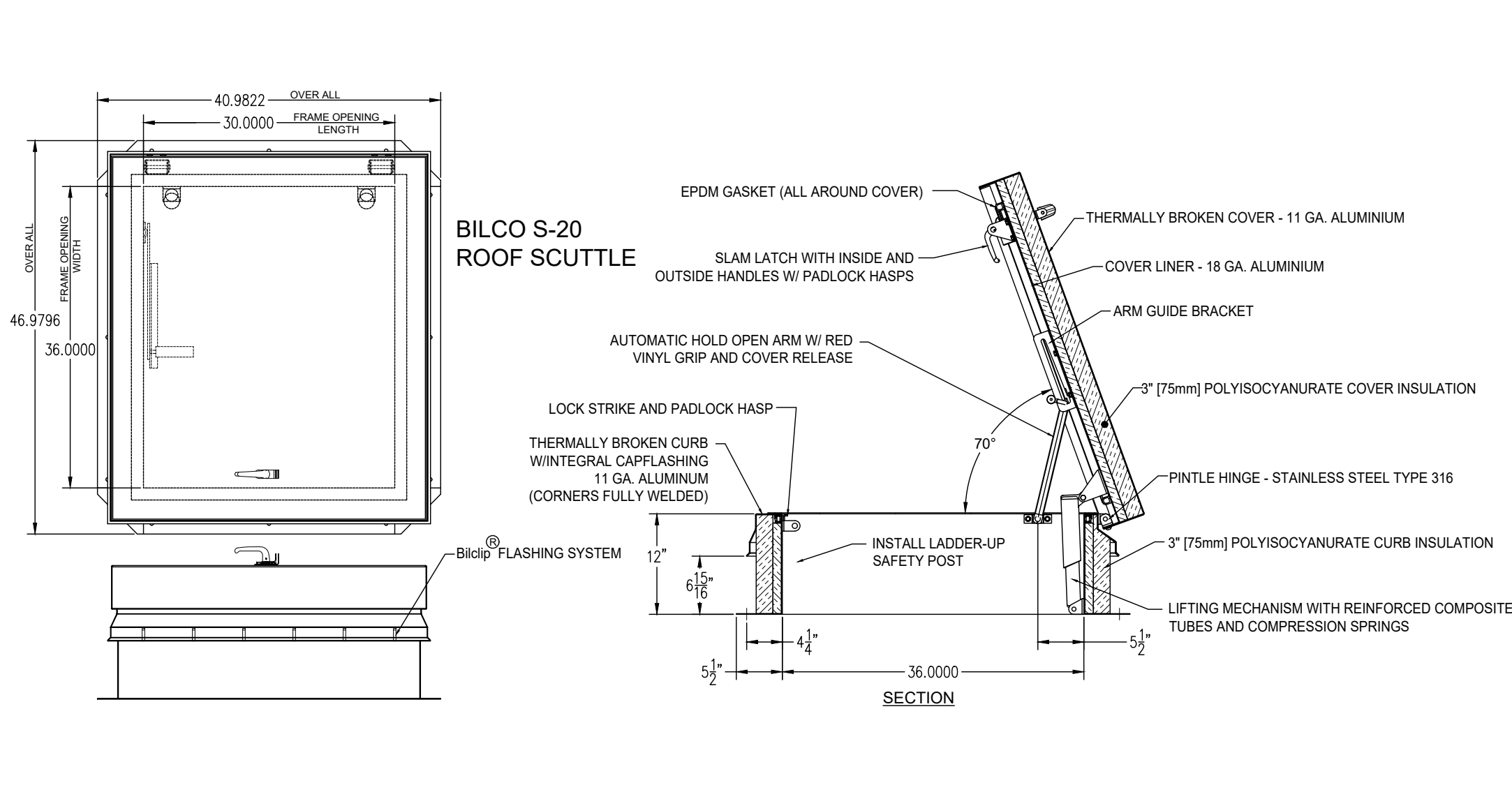
9 MIRO SUPPORTS

(Basis of Design)
N.T.S.



10 DUCT WORK PHOTO

N.T.S.



11 BILCO ROOF HATCH

N.T.S.

DRAWING DATES
NUMBER DATE COMMENTS

• 1 11/16/18 ISSUE FOR BID

DRAWING TITLE

ROOF DETAILS

SHEET NUMBER

R1.1

WOOD NAILER SECUREMENT CRITERIA
REQUIREMENTS BASED ON FACTORY MUTUAL LOSS PREVENTION DATA BULLETIN WITH MODIFICATIONS

One of the most often overlooked details on a roofing system is the attachment method for wood nailers at the perimeter of the roof. Factory Mutual (FM) publishes design recommendations for the attachment of wood nailers to various substrates and for the attachment of perimeter flashing details to wood nailers. This information is contained in Factory Mutual's Loss Prevention Data Bulletin 1-49. In accordance with that bulletin, the information listed below should be referenced when selecting an appropriate perimeter attachment method.

General Criteria

- Wood nailers that are anchored to steel, wood or masonry decking should not be less than 2" X 6" nominal (minimum 1-1/2" x 5-1/2").
- Wood nailers should be Douglas Fir, Southern Yellow Pine or of wood having similar decay resistant properties.

Attachment to Masonry Walls

When fastening to a masonry wall, a 1/2 inch anchor bolt is placed 48 inches on center at an 8 inch minimum depth (12 inches minimum when masonry walls are composed of lightweight aggregate or cinder) as shown in Figure 1. Each anchor bolt is positioned (staggered if the wood nailer is wider than 6 inches) in a block core or air space and tightly filled with concrete to the depth of the bolt.

Note: Plastic parts must not be used with masonry anchors.

Factory Mutual has specific requirements concerning filling of cores or voids in the top course of cinder blocks.

For example:

Projects located in Zone 2 (FM 1-90 securement) - fill the entire top course.
Projects located in Zone 1 (FM 1-60 securement) - fill only required where anchor bolts are positioned (48 inches on center in the field, 24 inches on center at roof corners)

At outside corners, the fastening density must be increased within the first 8 feet in each direction by positioning anchor bolts 24 inches on center.

An alternate method may be used by installing 3/8 inch diameter anchor bolts spaced 32 inches apart. For outside corners, bolts are fastened 16 inches apart, 8 feet from each side of the corner. If additional wood nailers are needed, refer to Figure 5 for attachment of additional wood nailers.

Attachment to Steel and Wood Decking

Penetration of the fasteners should be to the top flutes only. The fasteners must be staggered as shown in Figure 2.

Caution: Attention should be paid to the Factory Mutual requirement which calls for galvanized steel washers (minimum 5/8 inch outside diameter) to be used in conjunction with galvanized screws. This requirement is not recognized in most cases and most often forgotten. The staggered fastening pattern should be increased within 8 feet from outside corners as shown in Figure 3.

If the perimeter nailer is the be secured to a steel angle, anchor bolts must be positioned at 48 inch centers as shown in Figure 4.

On wood decks, the staggered fastening pattern with galvanized steel screws should be utilized as shown in Figure 2.

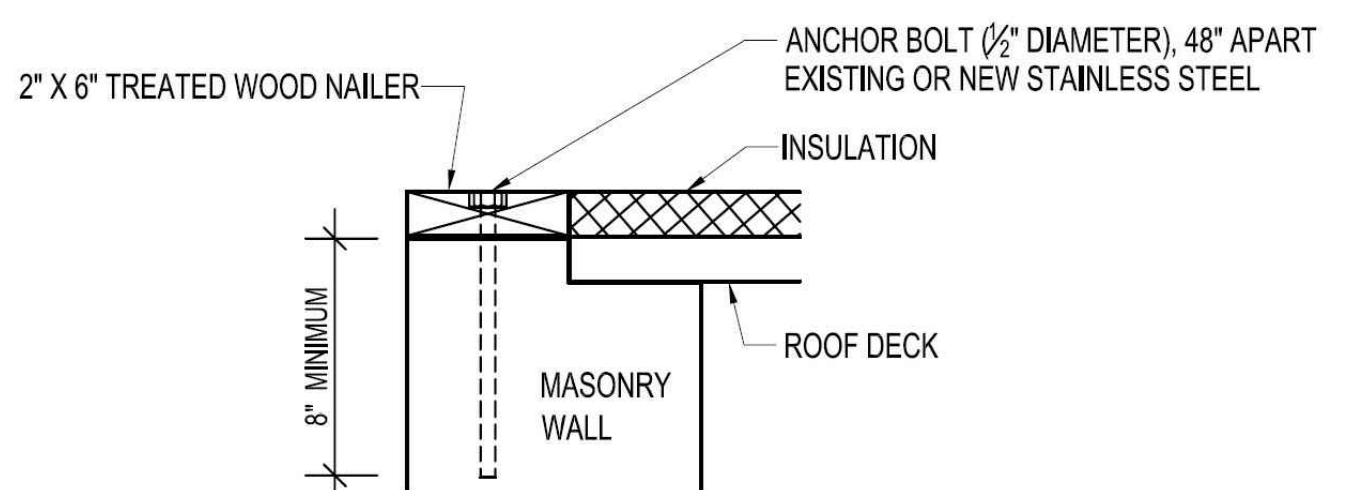
Attachment of Additional Wood Nailers

When additional wood nailers are required, they must be attached with galvanized nails or lag screws that penetrate into the bottom nailer at 1-1/4 inches using a staggered fastening pattern in two rows at 24 inches apart as shown in Figure 5.

The increased fastening density within 8 feet from outside corners is still required and must comply with Figure 3.

Even though not emphasized in the bulletin, contractors should examine or question existing conditions to determine if existing wood nailers are attached in compliance with the above criteria. If not, existing wood nailers should be refastened using of these options and additional wood nailers must be secured following Figure 5.

Wood nailers play a major role in the performance of the roofing system and contribute to the wind uplift resistance of the roof edge which is the first line of defense during wind storms. It is important to comply with the above requirements and periodically check various updates published by Factory Mutual not only for the attachment of wood nailers, but also for the securement of metal edging; especially those which are shop fabricated.



- 1/2" ANCHOR BOLTS SPACED 48" ON CENTER
- 3/8" ANCHOR BOLTS SPACED 32" ON CENTER
- MINIMUM 8" PENETRATION (MINIMUM 12" INTO LIGHTWEIGHT AGGREGATE OR CINDER)
- BLOCK CORE OR AIR SPACE TIGHTLY FILLED WITH CONCRETE
- 1-60: CONCRETE FILL AT FASTENERS
- 1-90: CONCRETE FILL ENTIRE TOP COURSE

FIGURE 1

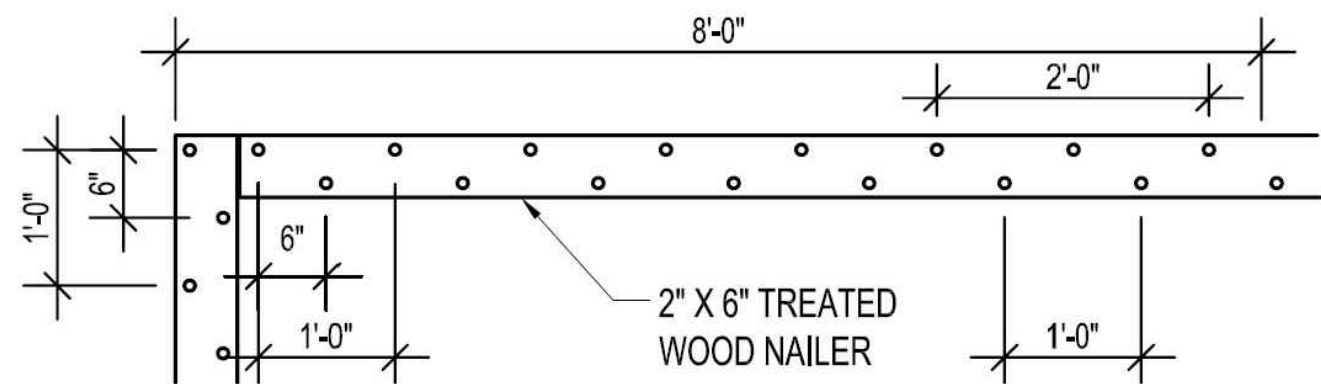
ATTACHMENT TO STEEL AND WOOD DECKING



- WOOD NAILERS ATTACHED WITH 2 ROWS OF NO. 10 STAINLESS STEEL SCREWS.
- SPACING OF FASTENERS IN EACH ROW SHALL NOT EXCEED 24 INCHES.
- AT 8' CORNERS, FASTENERS DOUBLED (MAXIMUM 12" ON CENTER IN EACH ROW).
- PROVIDE 5/8" STAINLESS STEEL WASHERS UNDER SCREW HEADS OR PANCAKE SCREWS.

FIGURE 2

FASTENING ENHANCEMENTS AT 8'-0" CORNERS



FASTENERS SPACED 24" O.C. OUTSIDE CORNER AREA

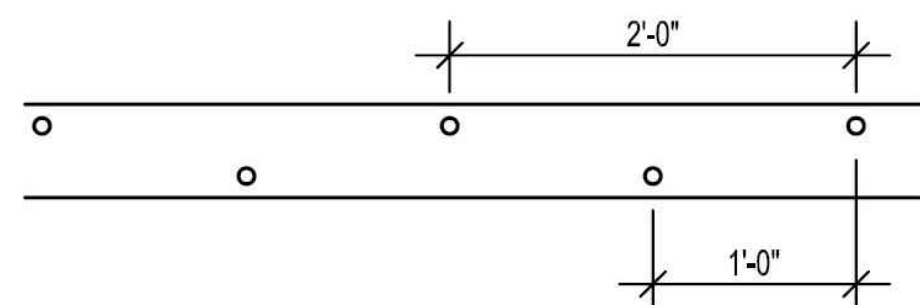
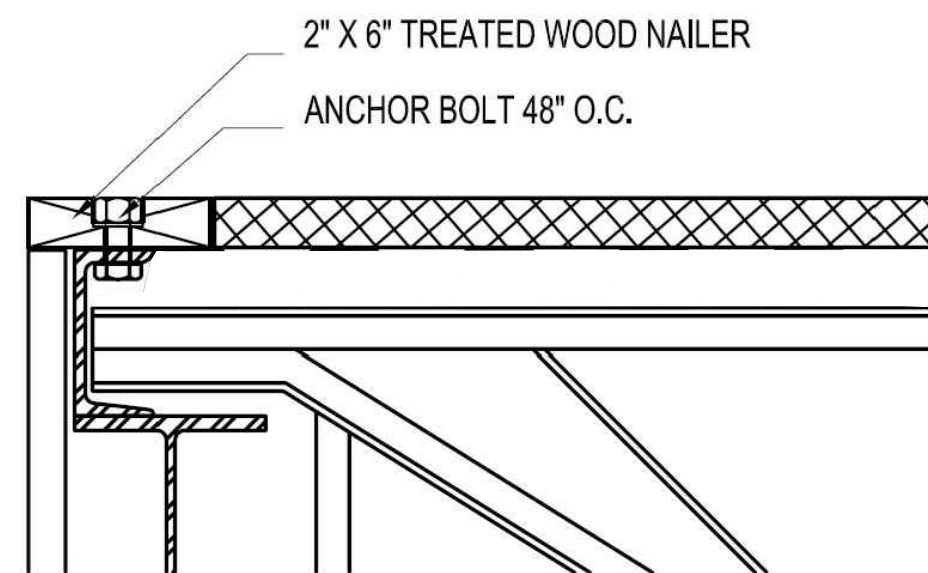


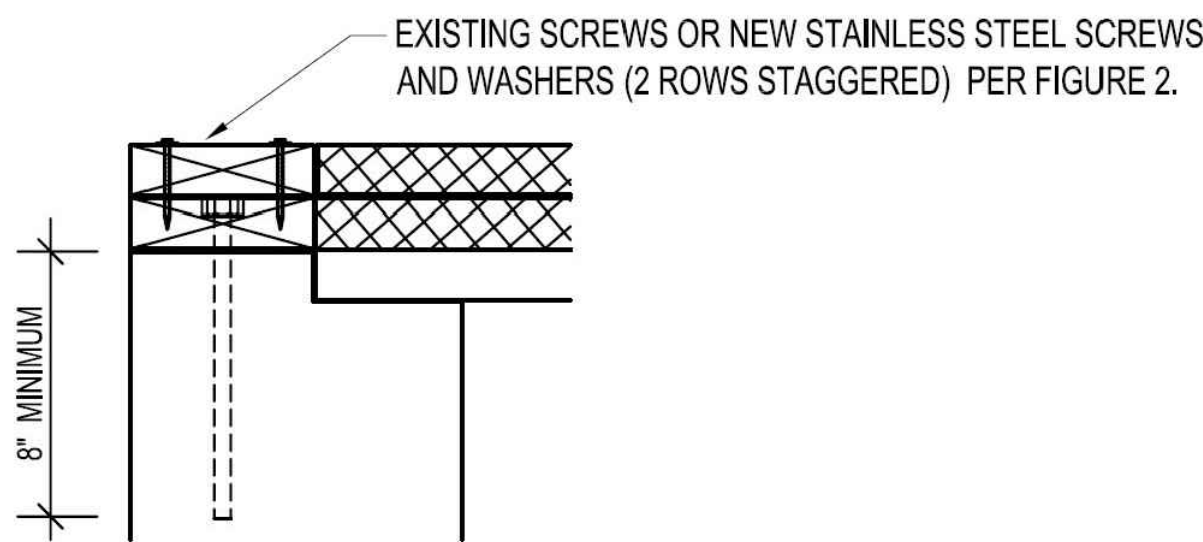
FIGURE 3

FASTENERS THROUGH STEEL ANGLE



- 3/4" ANCHOR BOLTS SPACED 48" ON CENTER
- AT 8'-0" CORNERS:
FASTENING DOUBLED (24" MAX.)

FIGURE 4



- SECURE ADDITIONAL NAILERS WITH 2 ROWS OF STAINLESS STEEL NAILS OR LAG SCREWS
- SPACING OF FASTENERS IN EACH ROW 24" MAXIMUM.
- AT 8'-0" CORNERS, FASTENING DOUBLED (12" O.C. MAXIMUM).
- MINIMUM FASTENER PENETRATION INTO BOTTOM NAILER 1 1/4"

FIGURE 5

1 FM1-49 ROOF EDGE RECOMMENDATIONS
N.T.S

PROJECT
**ROOFING REPLACEMENT
& MASONRY RESTORATION**
1131 SPRING ROAD FACILITY
1131 SPRING ROAD, NW
WASHINGTON, D.C. 20009



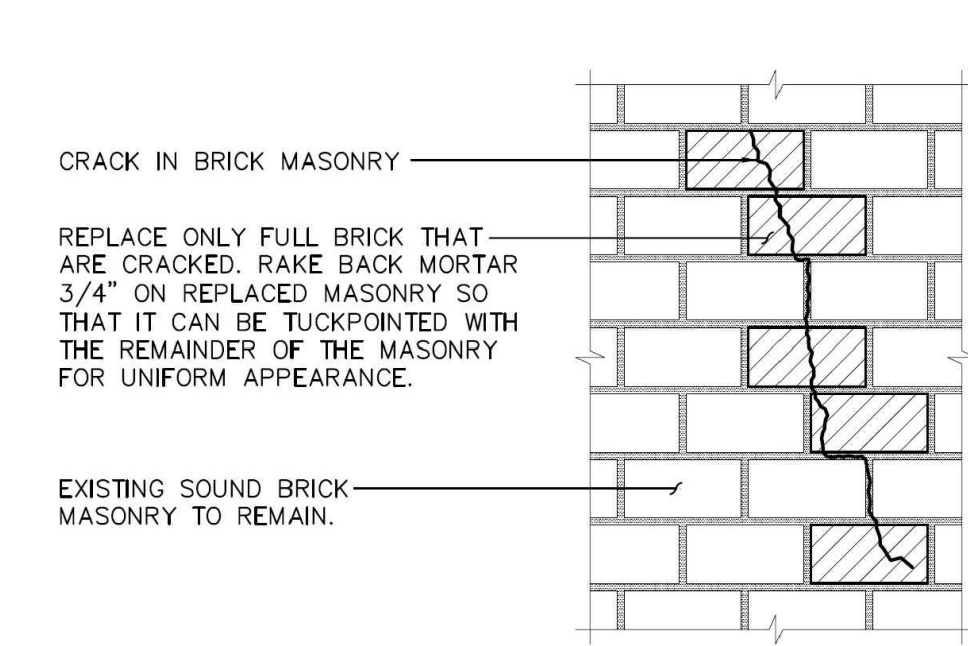
DRAWING DATES		
NUMBER	DATE	COMMENTS

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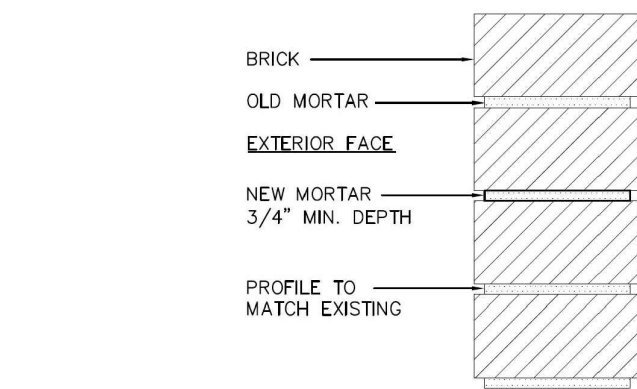
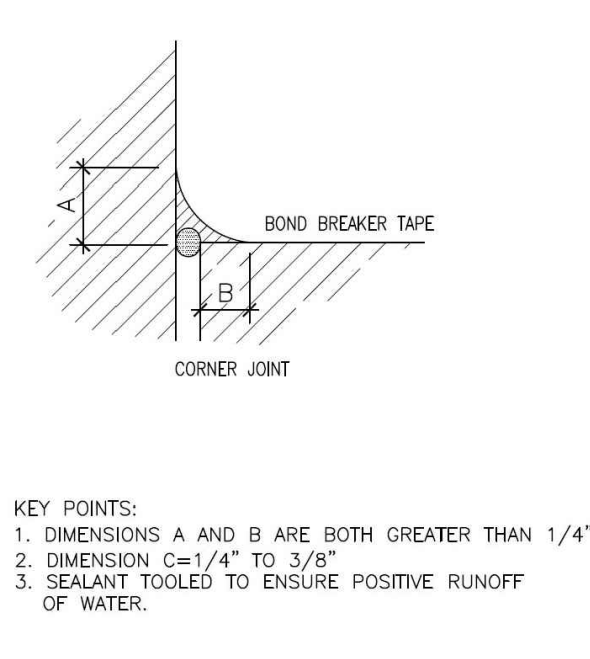
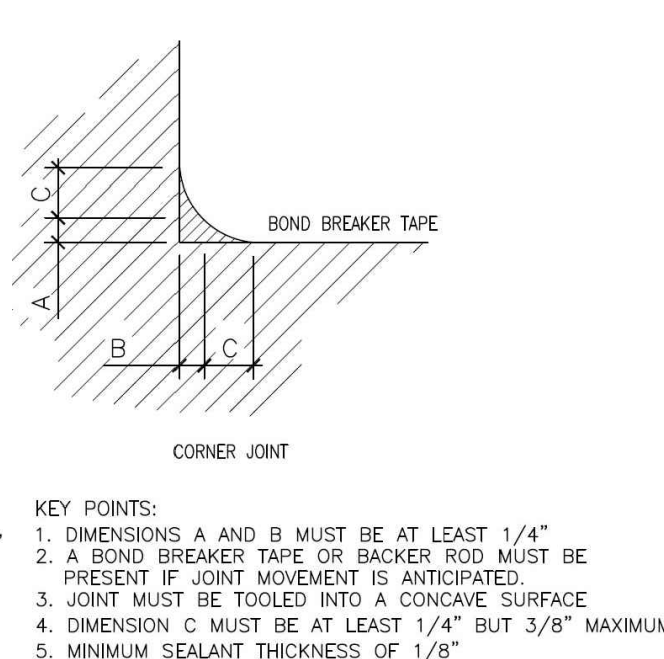
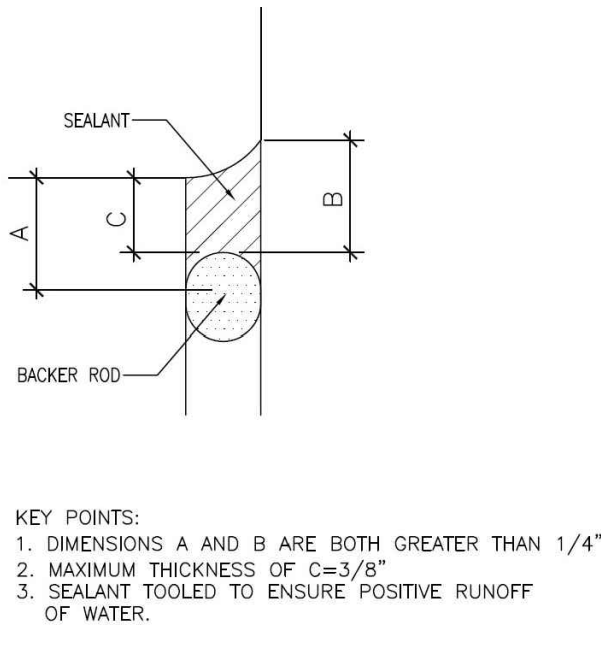
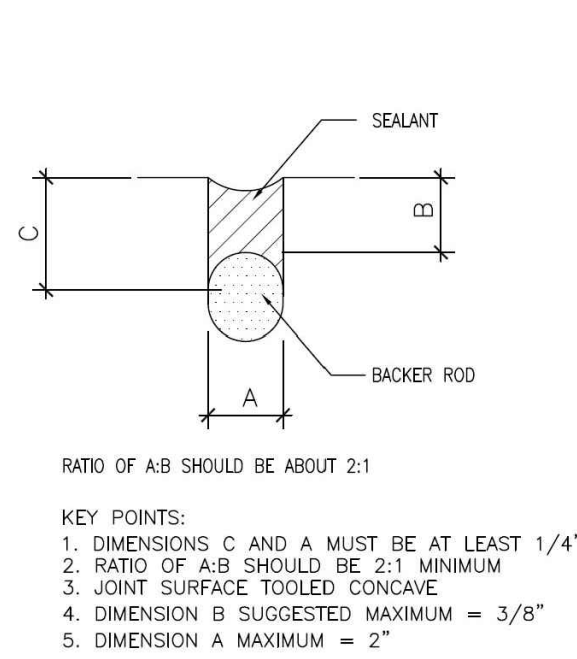
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DESIGN CRITERIA

SHEET NUMBER

R1.2

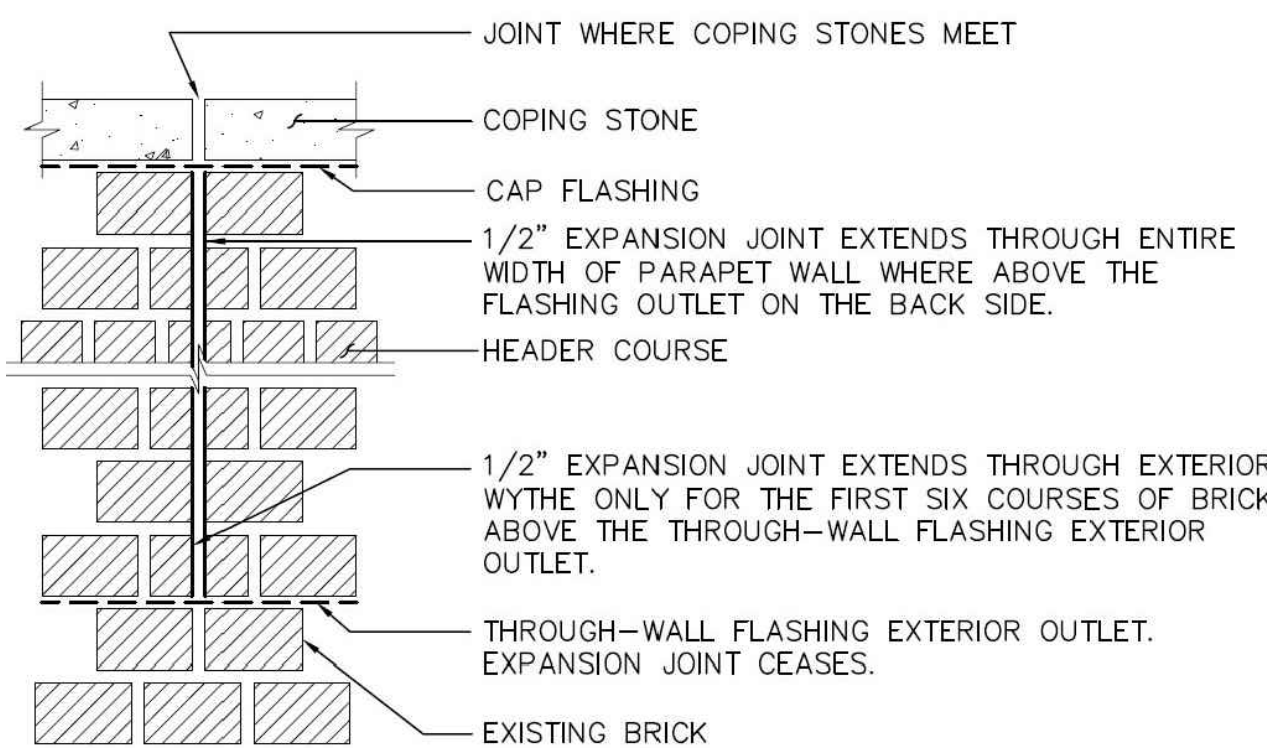


1 TYPICAL BRICK REPLACEMENT
N.T.S.

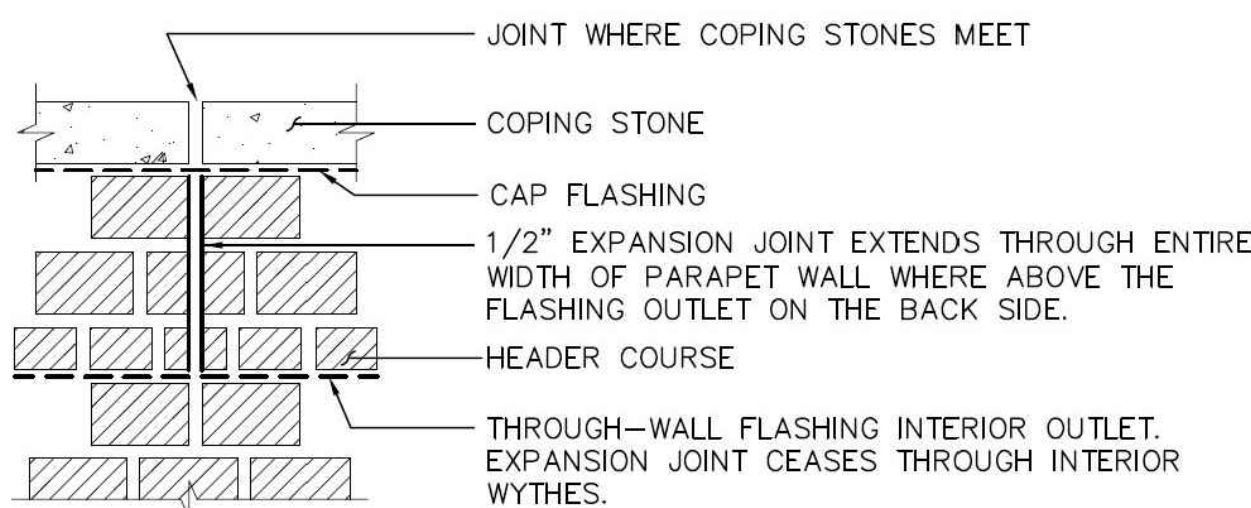


- NOTES:
1. CUT OUT EXISTING MORTAR TO A MINIMUM OF 3/4" OR AS DEEP AS NEEDED TO REMOVE DAMAGED MATERIAL TO SOUND MORTAR.
 2. REMOVE MORTAR FROM THE FULL WIDTH OF THE JOINT TO EXPOSE MASONRY SURFACES ON BOTH SIDES OF THE JOINT. DO NOT CUT BRICKS OR ENLARGE THE JOINT WIDTH.
 3. HEAD JOINTS MAY BE PARTIALLY CUT WITH A BLADE IF THE CUT DOES NOT DAMAGE ANY WORK THAT REMAINS.
 4. PROVIDE DUST COLLECTION EQUIPMENT ON POWER TOOLS OR IMPLEMENT OTHER DUST SUPPRESSION MEASURES WHEN CUTTING MORTAR AND BRICK. COVER OPENINGS ADJACENT TO THE WORK TO PREVENT DUST INFILTRATION INTO THE BUILDING.
 5. BEFORE INSTALLING NEW MORTAR, POWER WASH THE WALL WITH CLEAN WATER TO REMOVE ALL DUST.
 6. APPLY THE MORTAR IN LAYERS NOT EXCEEDING 3/4" THICK. ALLOW THE SURFACE OF EACH LAYER TO BECOME THUMPPOINT HARD BEFORE INSTALLING THE NEXT LAYER. COMPACT THE FINAL LAYER AND TOOL TO MATCH ADJACENT JOINT PROFILE. EXISTING JOINTS ARE DEEPLY RAKED.
 7. DO NOT SPREAD MORTAR ON BRICK FACES AND DO NOT FEATHER EDGE MORTAR.
 8. CURE MORTAR BY KEEPING WALL DAMP FOR A MINIMUM OF 72 HOURS.
 9. AFTER MORTAR IS CURED, WASH THE WALL TO REMOVE EXCESS MORTAR. WASH ALL WINDOWS, LOUVERS, AND OTHER ITEMS IN THE WALL.

3 RE-POINTING DETAIL
N.T.S.



PARAPET WALL EXTERIOR FACE

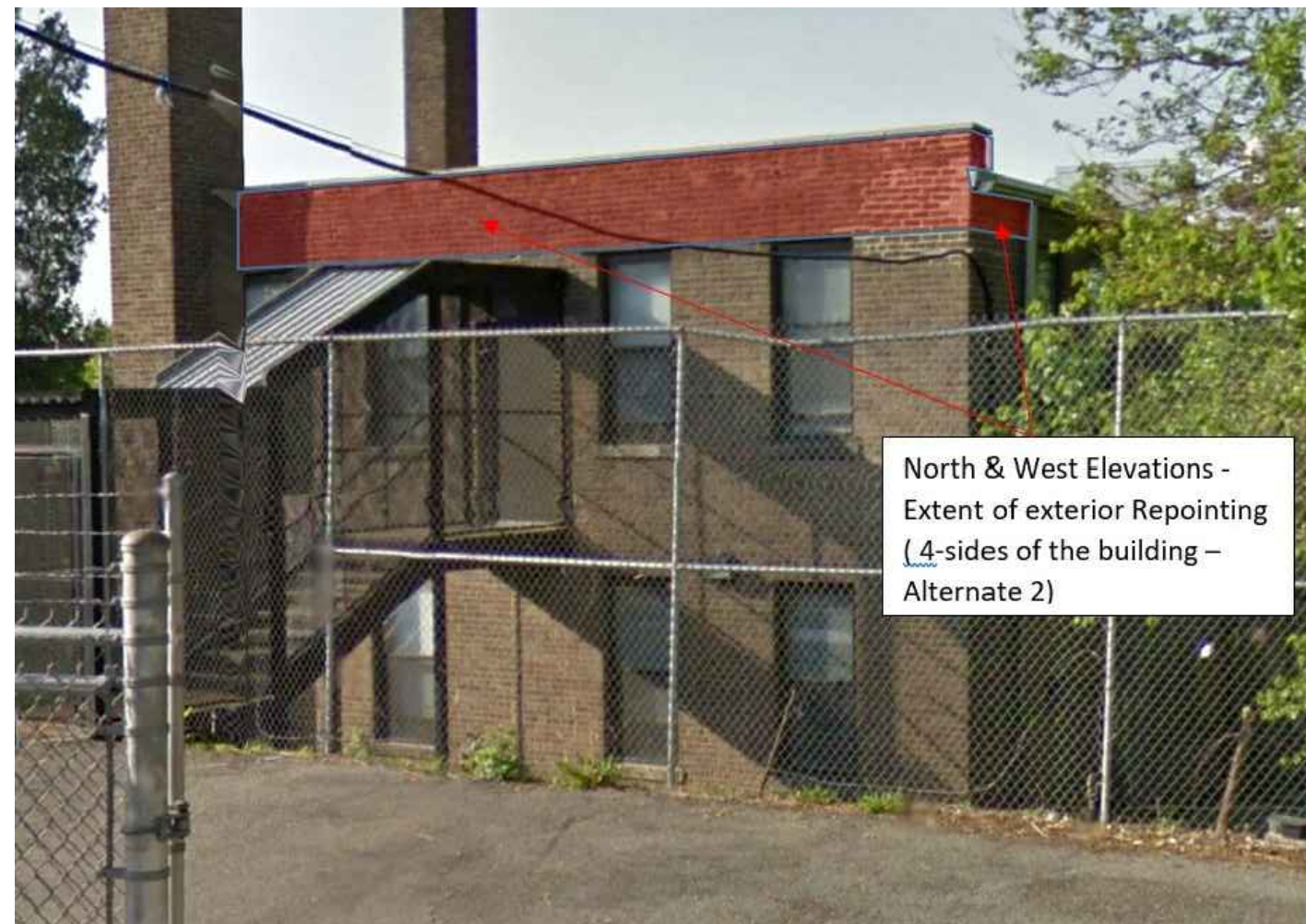


PARAPET WALL INTERIOR FACE

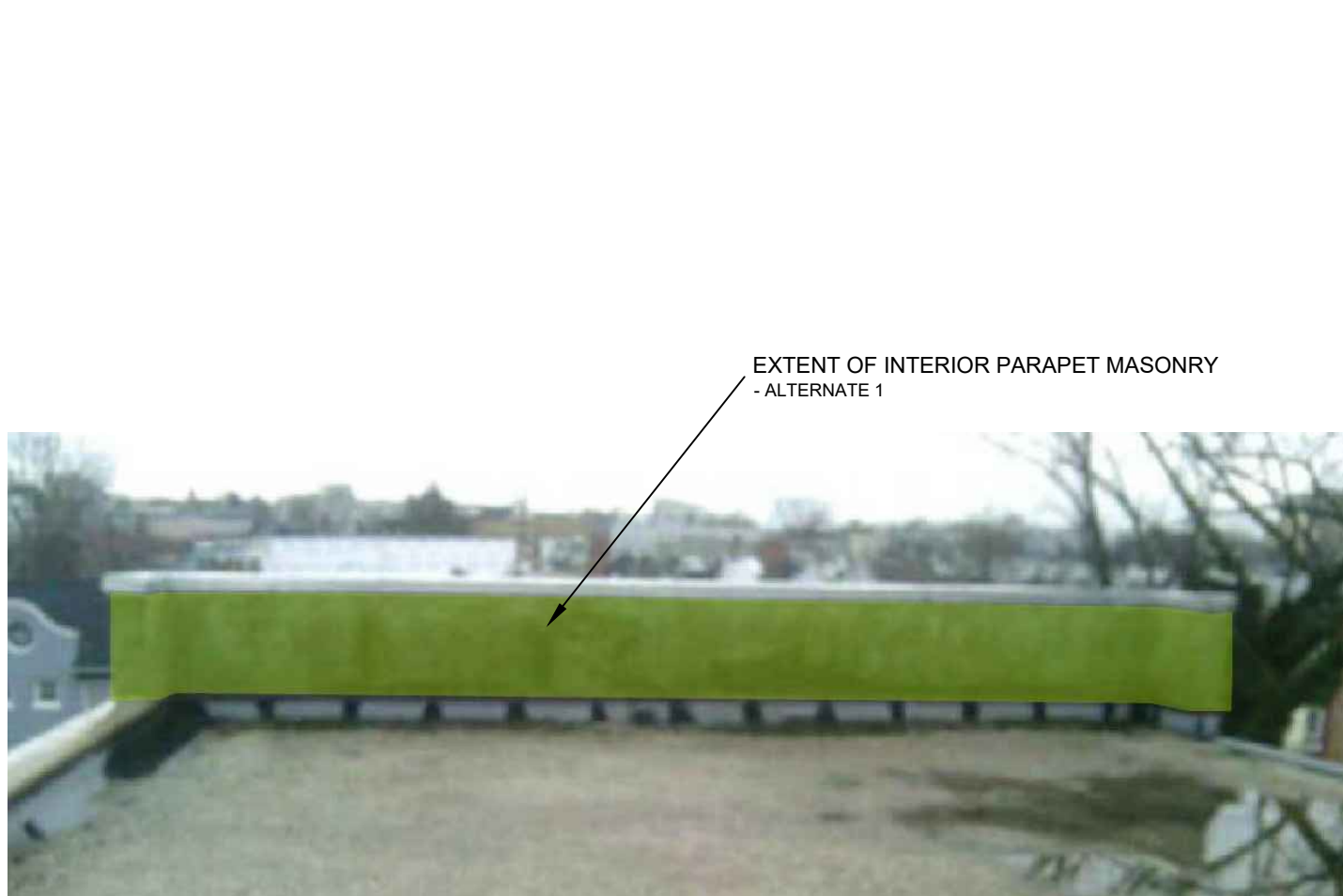
4 EXPANSION JOINT FOR RECONSTRUCTED PARAPET WALLS
N.T.S.



5 ELEVATION - ALTERNATE 2
N.T.S.



6 ELEVATION - ALTERNATE 2
N.T.S.



7 ELEVATION - ALTERNATE 1
N.T.S.



8 MASONRY PHOTO
N.T.S.

Masonry Restoration - Tuckpointing - Allowances					
Item	Description	Unit	% of area	Base Bid Quantity	Add Cost Deduct Cost *
1	High parapet wall - roof side	sq ft	75%	120	
2	North Elevation (Rear of the building)	sq ft	50%	80	
3	South Elevation (Front of the building)	sq ft	50%	200	
4	East Elevation (open field side)	sq ft	50%	140	
5	West Elevation (alley / gutter side)	sq ft	50%	140	

* Add / Deduct costs to be provied by Bidder (see Bid Documents)

9 MASONRY ALLOWANCE
N.T.S.

PROJECT

**ROOFING REPLACEMENT
& MASONRY RESTORATION**
1131 SPRING ROAD FACILITY
1131 SPRING ROAD, NW
WASHINGTON, D.C. 20009



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NUMBER	DATE	COMMENTS
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• 1 11/16/18 ISSUE FOR BID

DRAWING TITLE

**MASONRY DETAILS
AND ELEVATIONS**

SHEET NUMBER

M1.0

J.2

DCAM-19-CS-IFB-0011

J.2 – Form of Offer Letter and Bid Form

Roof Replacement and Masonry restoration at 1131 Spring Road NW

[Contractor's Letterhead]

[DATE]

Mr. Franklin Austin
Contracting Officer
District of Columbia Department of General Services
1250 U Street, NW, 3rd Floor
Washington, DC 20009

Reference: Invitation for Bid - DCAM-19-CS-IFB-0011
Roof Replacement and Masonry restoration at 1131 Spring Road NW

Dear Mr. Austin:

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") for Roof Replacement and Masonry restoration at 1131 Spring Road NW. The Bidder has reviewed the IFB and the attachments thereto, any addenda 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 and the Lump Sum Prices are 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 Prices are referred to as the "Bidder's Bid".)

The Bidder's Bid is as follows:

CLIN	DESCRIPTION	Lump Sum Price
001	To provide construction services for the roof replacement and masonry restoration at 1131 Spring Road NW, Washington DC ("Project"). The Firm Fixed Price shall also include sufficient funding to fund items that are not specifically identified on the Drawings and Specifications, but which are reasonably inferable therefrom.	\$ _____
	LUMP SUM	\$ _____

The Bidder shall submit a completed Price Breakdown Form (Exhibit 1) for the Roof Replacement and Masonry restoration at 1131 Spring Road NW, providing the price for each Division Component. In the event of discrepancies between or among the Lump Sum Prices and the Price Breakdowns of each Division Component, the Lump Sum Prices shall control.

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 RFTOP 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 AND STATE OF FORMATION FOR THE BIDDER].

Sincerely,

Company: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Exhibit 1—Price Breakdown Form:

Roof Replacement and Masonry restoration at 1131 Spring Road NW		
DIVISION NO.	DESCRIPTION	DIVISION COST
Div. 01	General Requirements	
Div. 02	Existing Conditions (incl. abatement/demo)	
Div. 03	Concrete	
Div. 04	Masonry	
Div. 05	Metals	
Div. 06	Woods and Plastics	
Div. 07	Thermal and Moisture Protection	
Div. 08	Openings	
Div. 09	Finishes	
Div. 10	Specialties	
Div. 11	Equipment	
Div. 12	Furnishings	
Div. 13	Special Construction	
Div. 14	Conveying Systems	
Div. 21	Fire Suppressions	
Div. 22	Plumbing	
Div. 23	Heating, Ventilation and Air Conditioning	
Div. 26	Electrical	
Div. 27	Communications	
Div. 28	Electronic Safety and Security	
Div. 31	Earthwork	
Div. 32	Exterior Improvements	
Div. 33	Utilities	
	Lump Sum Price:	\$ _____

J.3

BIDDER/OFFEROR CERTIFICATION FORM

COMPLETION			
The person(s) completing this form must be knowledgeable about the Bidder's/Offendor'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/Offendor's name at the top of each attached page.			
GENERAL INSTRUCTIONS			
This form contains five (5) sections. Section I concerns the bidder's/offendor's responsibility; Section II includes additional required certifications; Section III relates to the Buy American Act (if applicable); Section IV relates to the Walsh-Healey Act; and Section V requires the Bidder's/Offendor's signature. Please note, a determination that a prospective contractor is found to be "not responsible" is final and not appealable.			
SECTION I. BIDDER/OFFEROR RESPONSIBILITY CERTIFICATION			
<i>Instructions for Section I: Section I contains nine (9) parts. Part 1 requests information concerning the Bidder's/Offendor'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/Offendor's business. Part 4 concerns the Bidder's/Offendor's business certificates and licenses. Part 5 inquires about legal proceedings. Part 6 relates to the Bidder's/Offendor's financial and organizational status. Part 7 relates to current procurement activity within the Department. Part 8 requires the Bidder/Offendor to agree to update the information provided. Part 9 relates to disclosures under the District of Columbia Freedom of Information Act (FOIA).</i>			
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.):			
<input type="checkbox"/> Corporation (including PC)		Date of Incorporation:	
<input type="checkbox"/> Joint Venture		Date of Organization:	
<input type="checkbox"/> Limited Liability Company (LLC or PLLC)		Date of Organization:	
<input type="checkbox"/> Nonprofit Organization		Date of Organization:	
<input type="checkbox"/> Partnership (including LLP, LP or General)		Date of Registration or Establishment:	
<input type="checkbox"/> Sole Proprietor		How many years in business?:	
<input type="checkbox"/> Other		Date established?:	
If "Other," please explain:			
1.2 Was the Bidder's/Offendor's business formed or incorporated in the District of Columbia?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "No" to Subpart 1.2, provide the jurisdiction where the Bidder's/Offendor'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/Offendor is required by law to obtain (other than those provided in Subpart 1.2). If the Bidder/Offendor 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 and identify the employee.	
PART 2: INDIVIDUAL RESPONSIBILITY	
<i>Additional Instructions for Section I, Parts 2 through 9: 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).</i>	
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?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.2 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.3 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> 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	<input type="checkbox"/> Yes <input type="checkbox"/> No
(b) Any crime the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 2 above.	
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 termination 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.2 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input type="checkbox"/> 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 business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> 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	<input type="checkbox"/> Yes <input type="checkbox"/> No
(b) Any crime the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.5 Been disqualified or proposed for disqualification on any government permit or license?	<input type="checkbox"/> Yes <input type="checkbox"/> 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 occurrence in detail.	<input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please provide an explanation for each "Yes" in Part 3.	
PART 4: CERTIFICATES AND LICENSES	
Has the Bidder/Officer:	
4.1 Had a denial, decertification, revocation or forfeiture of District of Columbia certification of any Certified Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for "Yes" in Subpart 4.1.	
4.2 Please provide a copy of the Bidder's/Officer's District of Columbia Office of Tax and Revenue Tax Certification Affidavit.	
4.3 Had a denial, suspension, revocation or forfeiture of any licensures?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for "Yes" in Subpart 4.3	
PART 5: LEGAL PROCEEDINGS	
Within the past five (5) years, has the Bidder/Officer:	
5.1 Had any liens or judgments (not including UCC filings) filed against it which remain undischarged?	<input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.3 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 5 above.	
5.4 Engaged in any litigation with any government 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.	<input type="checkbox"/> Yes <input type="checkbox"/> No
PART 6: FINANCIAL AND ORGANIZATIONAL INFORMATION	
6.1 Within the past five (5) years, has the Bidder/Officer received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> 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/Officer 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 below.	<input type="checkbox"/> Yes <input type="checkbox"/> 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/Officer initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> 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/Officer failed to file a tax return or pay taxes required by federal, state, District of Columbia or local laws?	<input type="checkbox"/> Yes <input type="checkbox"/> 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/Officer failed to file/pay and the current status of the tax liability.	
6.5 During the past three (3) years, has the Bidder/Officer failed to file a District of Columbia unemployment insurance return or failed to pay District of Columbia unemployment insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.5, provide the years the Bidder/Officer 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/Officer 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.6, provide the years the Bidder/Officer 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/Officer owes any outstanding debt to any state, federal or District of Columbia government.	<input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> 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 WITHIN THE DEPARTMENT

7.1 What is your organization's Design Capacity (total labor hours) to conduct or pursue 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 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 six (6) 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 5 relates to employment eligibility obligations. Part 6 relates to Language Access obligations.

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 with any bidder/offeree or competitor related to:

(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/Offeree, directly or indirectly, to any other bidder/offeree 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/Offeree 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/Offeree'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/Offeree'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/Offeree deletes or modifies subparagraph 2.1(b) above, the bidder/offeree must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

2.4 The Bidder/Offeree 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/Offeree.

(b) there are no current or former owners, partners, officers, directors, principals, managers, employees or any persons with a financial interest in the Bidder/Offeree 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/Offeree has knowledge of such a financial interest, please provide a detailed explanation.

PART 3: EQUAL OPPORTUNITY AND HUMAN RIGHTS OBLIGATIONS

3.1 I hereby certify that I am fully aware of the contents of Mayor's Order 85-85, Mayor's Order 2017-313 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.

PART 5: EMPLOYMENT ELIGIBILITY OBLIGATIONS

5.1 I hereby certify that the Bidder/Offeree has verified the identity and employment eligibility of all its employees.

PART 6: LANGUAGE ACCESS OBLIGATIONS

6.1 For contracts where the contracting agency is a "covered entity" or "covered entity with major public contact" as defined in Sections 2(2) and 2(3) of the Language Access Act of 2004 (D.C. Official Code § 2-1931(2) and § 2-1931(3)), I hereby certify that I will comply with Language Access compliance requirements of the contracting agency while performing this contract.

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/Offeree certifies that each end product, except the end products listed below, is a domestic end product, 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. WALSH-HEALEY ACT

Instructions for Section IV: Walsh-Healey Act.

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. §§ 35-45) (the "Act", as used in this section), the following terms and conditions apply:

(a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR 50-201.3) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2) (41 U.S.C. §40). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (29 U.S.C. §214).

SECTION V. CERTIFICATION

Instruction for Section V: 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:

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.

J.4

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.

J.5



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

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)

PRIVATE PROJECT

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: <i>(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.)</i>			
SBE/ CBE Company	Address/Telephone No./ Email	Subcontractor Tier (1 st , 2 nd , 3 rd , etc.)	Description of Subcontract scope of work to be PERFORMED WITH SBE/CBEs OWN ORGANIZATION & RESOURCES
_____	_____	<u>Select Tier</u>	_____
Period of subcontract: _____ Price to be paid to the SBE/CBE Subcontractor: \$_____			SBE/ CBE Point of Contact Name: _____ Title: _____ Telephone Number: _____ Email Address: _____
✓ <i>all that applies</i> , Subcontractor is: <input type="checkbox"/> a SBE <input type="checkbox"/> a CBE <input type="checkbox"/> CBE Certification #: _____ <input type="checkbox"/> SBE/CBE will perform the ENTIRE subcontract with its own organization and resources <input type="checkbox"/> SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)			

SBE/ CBE SUBCONTRACTOR INFORMATION: <i>(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.)</i>			
SBE/ CBE Company	Address/Telephone No./ Email	Subcontractor Tier (1 st , 2 nd , 3 rd , etc.)	Description of Subcontract scope of work to be PERFORMED WITH SBE/CBEs OWN ORGANIZATION & RESOURCES
_____	_____	<u>Select Tier</u>	_____
Period of subcontract: _____ Price to be paid to the SBE/CBE Subcontractor: \$_____			SBE/ CBE Point of Contact Name: _____ Title: _____ Telephone Number: _____ Email Address: _____
✓ <i>all that applies</i> , Subcontractor is: <input type="checkbox"/> a SBE <input type="checkbox"/> a CBE <input type="checkbox"/> CBE Certification # _____ <input type="checkbox"/> SBE/CBE will perform the ENTIRE subcontract with its own organization and resources <input type="checkbox"/> SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)			

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: \$ _____ <i>*Design-Build must include total contract amount for both design and build phase of project.</i> 35% of Total Contract Amount: \$ _____ Total Amount of All SBE/CBE subcontracts: \$ _____ (include every tier) (✓ if applies) <input type="checkbox"/> Base Period Contract -- Option/Extension Period: _____ <input type="checkbox"/> Multi-year Contract First year (period) of Contract: _____ Current year (period) of Contract: _____ <input type="checkbox"/> Design-Build --Date of Guaranteed Contract: _____ <input type="checkbox"/> Check if prime contractor is a CBE and will perform the ENTIRE government-assisted project (agency contract) with its <i>own organization and resources and NOT subcontract any portion of services or goods.</i>	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) <input type="checkbox"/> Check if developer is a CBE and will perform the ENTIRE government-assisted project (private project) with its <i>own organization and resources and NOT subcontract any portion of services or goods.</i>

☐ **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

J.6

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYOR



DR. UNIQUE MORRIS-HUGHES
ACTING 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, 2019, the living wage rate is \$14.50 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 and workers who provide companionship services. 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 and 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. Suite 3600, 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, 2019, the living wage rate is \$14.50 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 exemptions apply: 1) contracts or agreements subject to wage determinations required by federal law which are higher than the wage required by this Act; 2) Existing and future collective bargaining agreements, provided that the future agreements results in employees being paid no less than the current living wage; 3) contracts performed by regulated utilities; 4) contracts for services needed immediately to prevent or respond to a disaster or imminent threat declared by the Mayor; 5) contracts awarded to recipients that provide trainees with services, including but not limited to case management and job readiness services, provided the trainee does not replace employees; 6) 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; 7) tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; 8) employees of nonprofit organizations that employ not more than 50 individuals and qualify for 501(c)(3) status; 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 agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

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.

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.

J.7

General Decision Number: DC190002 05/10/2019 DC2

Superseded General Decision Number: DC20180002

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 \$10.60 for calendar year 2019 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 \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	01/11/2019
2	02/08/2019
3	03/22/2019
4	04/05/2019
5	05/03/2019
6	05/10/2019

ASBE0024-007 10/01/2017

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

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

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday.

ASBE0024-008 10/01/2017

	Rates	Fringes
ASBESTOS WORKER: HAZARDOUS		
MATERIAL HANDLER.....	\$ 22.81	7.34+a

Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday.

ASBE0024-014 10/01/2017

	Rates	Fringes
FIRESTOPPER.....	\$ 28.01	7.78+a

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

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday.

* BRDC0001-002 04/28/2019

	Rates	Fringes
BRICKLAYER.....	\$ 32.00	11.57

CARP0197-011 05/01/2018

	Rates	Fringes
CARPENTER, Includes Drywall Hanging, Form Work, and Soft		

Floor Laying-Carpet.....	\$ 28.71	12.08
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CARP0219-001 05/01/2019

	Rates	Fringes
MILLWRIGHT.....	\$ 35.99	11.23

CARP0441-001 05/01/2018

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

ELEC0026-016 11/05/2018

	Rates	Fringes
ELECTRICIAN, Includes Installation of HVAC/Temperature Controls.....	\$ 45.75	18.27

ELEC0026-017 09/03/2018

	Rates	Fringes
ELECTRICAL INSTALLER (Sound & Communication Systems).....	\$ 28.05	10.91

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

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

ELEV0010-001 01/01/2019

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 45.53	33.705+a+b

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

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

IRON0005-011 06/01/2017

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

LABO0011-009 06/01/2018

	Rates	Fringes
LABORER: Skilled.....	\$ 24.22	8.32

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

MARB0002-004 04/29/2018

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

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

MARB0003-006 04/29/2018

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

MARB0003-007 04/29/2018

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 23.28	10.72

MARB0003-008 04/29/2018

	Rates	Fringes
TILE SETTER.....	\$ 28.20	11.67

MARB0003-009 04/29/2018

	Rates	Fringes
TILE FINISHER.....	\$ 23.28	10.72

PAIN0051-014 06/01/2018

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

PAIN0051-015 06/01/2018

	Rates	Fringes
PAINTER		
Brush, Roller, Spray and Drywall Finisher.....	\$ 25.06	9.76

PLAS0891-005 07/01/2018

	Rates	Fringes
PLASTERER.....	\$ 29.53	6.80

PLAS0891-006 02/01/2019

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 28.45	11.28

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 08/01/2018

	Rates	Fringes
PLUMBER.....	\$ 42.92	18.15+a

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

PLUM0602-008 08/01/2018

	Rates	Fringes
PIPEFITTER, Includes HVAC Pipe Installation.....	\$ 41.64	21.57+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 07/01/2018

	Rates	Fringes
ROOFER.....	\$ 29.75	12.74

SFDC0669-002 04/01/2018

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 35.60	20.24

SHEE0100-015 07/01/2018

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 40.27	20.34+a

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

SUDC2009-003 05/19/2009

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

Cement/Concrete.....\$ 15.40 2.85

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.

END OF GENERAL DECISION

J.8



**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: _____

THIS SECTION TO BE COMPLETED BY THE BENEFICIARY ONLY:

TOTAL GOVERNMENT ASSISTED FUNDED AMOUNT: _____ DATE _____
☐ CONTRACT ☐ GRANT ☐ LOAN ☐ TAX ABATEMENT OR EXEMPTION ☐ LAND TRANSFER
☐ LAND DISPOSITION AND DEVELOPMENT AGREEMENT ☐ TAX INCREMENT FINANCING
☐ ANY ADDITIONAL LEGISLATION, IF YES _____

D.C. CODE#

GENERAL CONTRACTOR WILL MEET THE HIRING OR HOURS WORKED PERCENTAGES
REQUIREMENTS FOR ENTIRE PROJECT ☐ OR PER EACH SUBCONTRACTOR ☐

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: _____
CERTIFIED BUSINESS ENTERPRISES 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) is a required agreement between the District of Columbia Department of Employment Services (DOES) and EMPLOYER.

EMPLOYER, which includes the Beneficiary and all contractors and subcontractors, is working on a contract or project that has received:

☐ D.C. Government assistance valued between \$300,000 and \$5 million dollars, required to make a good faith effort to ensure that 51% of all new hires are District residents. (D.C. Official Code § 2-219(e)(1)(A))

☐ D.C. Government assistance valued at \$5 million or more, required to have the following percentage of hours worked in each classification by DC residents; 20% of journey worker hours; 60% of apprentice hours; 51% of skilled laborer hours; 70% of common laborer hours for all jobs created by the Project. (D.C. Official Code §2-219.03 (1A)(A))

DOES is the 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 Parties agree to the terms and conditions of the Agreement as follows:

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 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.
- C. **Contracting Agency** means any District of Columbia agency that awarded a government assisted Project 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 totaling \$300,000 or more, including all individual contractor and subcontractor entities at any tier who work on the Project.
- F. **First Source Employer Portal** is a website consisting of a connected group of static and dynamic web pages with the ability for Employers to enter data using the internet. The website is accessible by a Uniform Resource Locator (URL) and is maintained by DOES. The website provides reporting information to First Source 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 that receives funds or resources, valued at \$300,000 or more, 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 of the aforementioned.

- 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, non-managerial, 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. **New Hire:** Individual(s) newly hired by the EMPLOYER to perform work on a government assisted Project.
- N. **Transfer:** Existing EMPLOYER employee who has been moved from one Project to another Project.
- O. **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.
- P. **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 by trade;
 2. A projection of the total number of journey worker hours, by trade, to be worked on the Project 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 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 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 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 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 EMPLOYER(S) or 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;
12. A strategy to ensure that District residents who work on the Project 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 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.

Q. **Tier Subcontractor** means any subcontractor selected by the primary contractor to perform portion(s) or all work related to the trade or occupation area(s) on a Project subject to this First Source Agreement.

R. **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.

S. **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 Beneficiary and/or EMPLOYER shall require all Project contractors and subcontractors, under a Project receiving government assistance or benefits valued at \$300,000 or more, to enter into an Agreement with DOES.
- C. Agreement will take effect once beneficiary/Employer awarded contract and start work on the government assisted Project and no work can begin prior to execution of the Agreement and will be fully effective through the duration, any extension or modifications of the Project and until such time as construction is complete and a certificate of occupancy is issued.
- D. If an EMPLOYER began work prior to the execution of a First Source Employment Agreement, the EMPLOYER shall cease work on the Project and sign a First Source Employment Agreement to be bound by the applicable First Source Employment Agreement requirements, retroactively, from the start of work throughout the duration of the contract.
- E. DOES will provide recruitment, referral, and placement services to the EMPLOYER, subject to the limitations in this Agreement.
- F. 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.
- G. This Agreement includes apprentices as defined in D.C. Official Code §§ 32-1401- 1431.

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.

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, 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.

- H. 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.

- I. 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.
- J. 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 shall complete the attached Revised Employment Plan that will include the information outlined in Section I.P.
- B. The EMPLOYER shall register and post all job vacancies with the Job Bank Services of DOES at www.dcnetworks.org a minimum of 10 days. Should you need assistance posting job vacancies, please contact Job Bank Services at (202) 698-6001.
- C. The EMPLOYER shall 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 of New Job Creation 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. However, the EMPLOYER shall still be required to meet the First Source hiring requirements 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 with a single contract valued at \$300,000 or more on a Project that received government assistance totaling between \$300,000 and \$5,000,000, a provision that at least 51% of the new employees hired to work on the Project shall be District residents.
- B. EMPLOYER shall register in the First Source Online Registration and Reporting System for electronic submission of all monthly Contract Compliance data, weekly certified payrolls and any other documents required by DOES for reporting and monitoring.
- C. EMPLOYER shall submit to the Department of Employment Services each month following the start of the Project a hiring compliance report for the Project that includes the:
 - 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.
- D. EMPLOYER with a single contract valued at \$300,000 or more on a Project that received government assistance 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.

- E. EMPLOYERS shall provide the following cumulative statistics, that will be used to create the monthly report, by uploading certified payrolls or payroll data into the LCPtracker reporting system:
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.
- F. EMPLOYER may “double count” hours for the “hard to employ” up to 15% of total hours worked by DC Residents; however, a collective bargaining agreement shall not be a basis for waiver of this requirement.
- G. For construction Projects that are not subject to Davis-Bacon law in which certified payroll records do not exist, EMPLOYER shall submit monthly documents of workers employed on the Project to DOES, including DC residents and all employment classifications of hours worked.
- H. 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.
- I. Monthly, EMPLOYER shall 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 Beneficiary and/or EMPLOYER shall:
1. Report to DOES its compliance with the hiring or hours worked percentage requirements for all jobs created by the Project, and report the hours that DC residents worked for each trade classifications in 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 or partially waive the hiring or hours worked percentage requirements for jobs created by the Project, and/or the required hours of DC residents for each trade classifications, if DOES finds that the Beneficiary or EMPLOYER, including its contractors or subcontractors:
1. DOES certified that Beneficiary or Employer demonstrated a good faith effort to comply, as set forth in Section VIII.C.; or

2. Is located outside the Washington Metropolitan Statistical Area, and none of the contract work is performed inside the Washington Metropolitan Statistical Area;
 3. The beneficiary published each job opening or part-time work needed for 7 calendar days in a District newspaper of city-wide circulation; and
 4. The DOES certified that there are insufficient eligible applicants from the First Source Register that possess the skills required by the positions, or the eligible applicants are not available for part-time work or do not have a means to travel to the onsite jobs; or
 5. Beneficiary/Employer entered into a special workforce development training or placement arrangement with DOES or with the District of Columbia Workforce Intermediary.
- C. DOES shall consider documentation of the following when making a determination of a good-faith effort to comply:
1. DOES has certified that there are insufficient number of District residents in the labor market possessing the skills required by the EMPLOYER for the positions created as a result of the Project.
 2. Whether the EMPLOYER posted the jobs on the DOES job website for a minimum of 10 calendar days;
 3. Whether the EMPLOYER advertised each job opening in a District newspaper with city-wide circulation for a minimum of 7 calendar days;
 4. Whether the EMPLOYER advertised each job opening in special interest publications and on special interest media for a minimum of 7 calendar days;
 5. Whether the EMPLOYER hosted informational/recruiting or hiring fairs;
 6. Whether the EMPLOYER contacted churches, unions, and/or additional Workforce Development Organizations;
 7. Whether the EMPLOYER interviewed employable candidates;
 8. Whether the EMPLOYER created or participated in a workforce development program approved by DOES;
 9. Whether the EMPLOYER created or participated in a workforce development program approved by the District of Columbia Workforce Intermediary;
 10. Whether the EMPLOYER substantially complied with the relevant monthly reporting requirements set forth in this section;
 11. Whether the EMPLOYER has submitted and substantially complied with its most recent employment plan that has been approved by DOES; and
 12. 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 the Beneficiary or EMPLOYER, including any Contractors or Subcontractors, are subject to the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011.
 - 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 subcontractors' 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 may result in DOES imposing a fine of 5% of the total amount of the direct and indirect labor costs of the Project, in addition to other penalties provided by law. Failure to meet the required hiring requirements or failure to receive good faith waiver may result in the Department of Employment Services

imposing a penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the Project for each percentage by which the beneficiary fails to meet the hiring requirements.

- 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. Within 90 days of a Determination of a Penalty, the Beneficiary or Employer may appeal the violations or fines by filing a complaint with the Contract Appeals Board in accordance with D.C. Code §2-360.03 and §2-360.04.

I hereby certify that I have the authority to bind the EMPLOYER to this Agreement from the start of work on the Project, throughout the duration of the Project, and agree to all terms and conditions herein.

By:

EMPLOYER Senior Official (Print)

Date

EMPLOYER Senior Official (Signature)

Name of Company

Address

Telephone

Email

Signature Department of Employment Services

Date



**GOVERNMENT OF THE DISTRICT OF COLUMBIA
REVISED EMPLOYMENT PLAN**



I. REVISED FIRST SOURCE EMPLOYMENT PLAN

GOVERNMENT-ASSISTED PROJECT/CONTRACT INFORMATION

DISTRICT CONTRACTING AGENCY: _____
CONTRACTING OFFICER: _____
TELEPHONE NUMBER: _____
TOTAL CONTRACT AMOUNT: _____
EMPLOYER CONTRACT AMOUNT: _____
PROJECT NAME: _____
PROJECT ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____
PROJECT DESCRIPTION OF WORK: _____

PROJECT START DATE: _____ PROJECT END DATE: _____
EMPLOYER START DATE: _____ EMPLOYER END DATE: _____

EMPLOYER INFORMATION

EMPLOYER NAME: _____
COMPANY NAME: _____
EMPLOYER ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____
TELEPHONE NUMBER: _____ FEDERAL IDENTIFICATION NO.: _____
CONTACT PERSON: _____
TITLE: _____
E-MAIL: _____ TELEPHONE NUMBER: _____
EMPLOYER DESCRIPTION OF WORK: _____

GENERAL CONTRACTOR WILL MEET THE HIRING OR HOURS WORKED PERCENTAGES
REQUIREMENTS FOR ENTIRE PROJECT ☐ OR PER EACH SUBCONTRACTOR ☐

A. EMPLOYMENT HIRING PROJECTIONS

ALL EMPLOYERS:

Please indicate ALL new position(s) you will create as a result of the project. If you 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					



GOVERNMENT OF THE DISTRICT OF COLUMBIA
REVISED EMPLOYMENT PLAN



B. JUSTIFICATION SHEET: Please provide a detailed explanation of why the Employer will not have any new hires on the project.

This page to be completed by Employer

Employer Initials

C. EMPLOYMENT PROJECTIONS



- I. Provide a timetable outlining the 51% Hiring of District Resident over the life of the project or contract and an associated hiring schedule.
- II. Provide descriptions of the skill requirements by job title or position, including industry-recognized certifications required for the different positions.
- III. Provide a strategy to fill the 51% hiring of District residents requirement, 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.

This page to be completed by Employer

Employer Initials



GOVERNMENT OF THE DISTRICT OF COLUMBIA
REVISED EMPLOYMENT PLAN



C. EMPLOYMENT PROJECTIONS (Continued)

- IV. This strategy should include a remediation strategy to ameliorate any problems associated with meeting these 51% Hiring of District Resident requirements, including any problems encountered with contractors and subcontractors.

- V. The designation of a senior official from the Employer who will be responsible for implementing the hiring and reporting requirements.

- VI. Provide descriptions of the health and retirement benefits that will be provided to District residents working on the project or contract.

- VII. Provide 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 District residents from one project or contract to the next.

This page to be completed by Employer

Employer Initials



GOVERNMENT OF THE DISTRICT OF COLUMBIA
REVISED EMPLOYMENT PLAN



D. EMPLOYMENT PROJECTIONS *(continued)*

- VIII.** Provide a strategy to hire graduates of District of Columbia Public Schools, District of Columbia Public Charter Schools, community-based job training providers, and hard-to-employ residents.
- IX.** Please disclose past compliance with the First Source Employment Agreement Act of 1984 or the Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011 and the Davis-Bacon Act, where applicable, and the bidder or offeror's general District-resident hiring practices on projects or contracts completed within the last two (2) years.
- X.** Please note that EMPLOYERS with construction projects must make payroll records available upon request at job sites to the contracting District of Columbia agency.

This page to be completed by Employer

Employer Initials



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.

[illegible]

Employer Initials

J.9

GOVERNMENT OF THE DISTRICT OF COLUMBIA

PROPOSAL BOND (See Instructions on 2 nd page)	Date Bond Executed: (Must Not be Later Than Bid Opening Date)			
PRINCIPAL (Legal Name and Address)	TYPE OF ORGANIZATION ("X")			
	<input type="checkbox"/> INDIVIDUAL		<input type="checkbox"/> PARTNERSHIP	
	<input type="checkbox"/> JOINT VENTURE		<input type="checkbox"/> CORPORATION	
	STATE OF INCORPORATION			
SURETY(IES) (Name(s) and Address(es))	PENAL SUM OF BOND			
	AMOUNT NOT TO EXCEED			5% OF BID
	<small>MILLION(S)</small>	<small>THOUSAND(S)</small>	<small>HUNDRED(S)</small>	<small>CENTS</small>
	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 binds 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, if 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 <div style="text-align: center;">Seal</div>	1. ATTEST 	Corporate Seal 	
Name & Title (typed)	Name & Title (typed)		
2. SIGNATURE <div style="text-align: center;">Seal</div>	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.

J.10

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 _____, 2019, 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: _____

J.11

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



Certification to Furnish Performance & Payment Bond

Dear Sir/Madam:

By virtue of this notice, _____ hereby certify, that we will furnish the required Performance & Payment Bond in the amount of the submitted bid or a maximum of _____ dollars if _____ (General Contractor) is successfully awarded the contract for the _____.

This required Bond shall be furnished in compliance with the stipulations of the contract document. This guarantee shall remain valid and irrevocable for a period of one hundred and twenty (120) days from the date of bid submission.

IN WITNESS WHEREOF, we have hereunto set our hands with the intent to be legally binding.

Name of agent: _____

Address of agent: _____

Contact Phone: _____ Email: _____

Type or Print Name Signature

PLEASE NOTE: The person affixing his/her signature herein MUST be authorized to sign for the company.

Sworn to before me this _____ day of _____ 20_____

Notary Public

My commission expires

J.12

PERFORMANCE BOND (CONSTRUCTION) (See Instructions on Reverse)		Date Bond Executed (Must be same or later than date of Contract)			
PRINCIPAL (Legal Name and Address)		TYPE OF ORGANIZATION ("x")			
		<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> JOINT VENTURE </div> <div> <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION </div> </div>			
		STATE OF INCORPORATION			
SURETY(IES) (Name(s) and Address(es))		PENAL SUM OF BOND			
		MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
		CONTRACT DATE		CONTRACT NUMBER	
<p>KNOW ALL MEN BY THESE PRESENTS. That we, the Principal and Surety(ies) hereto are firmly bounds 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, bind ourselves in such sum "jointly" and "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.</p> <p>THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the Contract identified above.</p> <p>NOW THEREFORE, if the Principal shall well and truly perform and fulfill all undertakings, covenants, terms and condition, and agreements of the Contract during the original term of the Contract and any extension thereof that may be granted by the District with or without notice to the Surety, and during the life of guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, and shall save harmless and indemnify the District from any and all claims, delays, suits, costs, charges, damages, counsel fees, judgments and decrees to which the District may be subjected at any time on account of any infringement by the Principal of letters, patents, or copyrights, unless otherwise specifically stipulated in the Contract or on account of any injury to persons or damage to property or premises that occur as a result of any act or omission of Principal in connection with the prosecution of the work under the Contract and shall pay the same, then the above obligation shall be void; otherwise to remain in full force and virtue.</p> <p>IN WITNESS WEHREOF, the Principal and Surety(ies) have executed this performance bond and have affixed their seals on the date set forth above.</p>					
PRINCIPAL					
1. Signature		1. Attest		Corporate Seal	
(Seal)					
Name & Title (typed)		Name & Title (typed)			
2. Signature		2. Attest		Corporate Seal	
(Seal)					
Name & Title (typed)					

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)		
BOND PREMIUM			
Rate Per Thousand	Total Premium	Name & Address of Agency or Agent Receiving Commission	
<p style="text-align: center;">INSTRUCTIONS</p> <ol style="list-style-type: none"> 1. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by the authorized person signing the Contract. When such person signing is other than the President or Vice-President of a corporation, evidence of authority shall be furnished. Such evidence shall be in the form of either an Extract of Minutes of a meeting of the Board of Directors, or Extract of Bylaws, certified by the Corporate Secretary, or Assistant Secretary and with Corporate Seal affixed thereto. 2. Corporations executing the bond as sureties shall be among those appearing on the U.S. Treasury Department's list of approved sureties and shall be acting within the limitations set forth therein, and shall also be licensed by the Insurance Administration, Department of Consumer and Regulatory Affairs, to do business in the District of Columbia. The surety shall (1) insert on the bond form the name and addresses of the agency receiving the commission; and (2) attach an adequate Power-of-Attorney for each representative signing the bond. 3. 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 shall sign and include their addresses, under the word "witness". If executed in Maine or New Hampshire, an adhesive seal shall be affixed. 4. The name of each person signing this performance bond shall be typed in the space provided. 			

PAYMENT BOND (CONSTRUCTION) (See Instructions on Reverse)		Date Bond Executed (Must be same or later than date of Contract)			
PRINCIPAL (Legal Name and Address)		TYPE OF ORGANIZATION ("x")			
		<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> INDIVIDUAL </div> <div> <input type="checkbox"/> PARTNERSHIP </div> </div>			
		<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> JOINT VENTURE </div> <div> <input type="checkbox"/> CORPORATION </div> </div>			
STATE OF INCORPORATION					
SURETY (IES) (Name(s) and Address(es))		PENAL SUM OF BOND			
			THOUSAND(S)	HUNDRED(S)	CENTS
		CONTRACT DATE		CONTRACT NUMBER	
<p>KNOW ALL MEN BY THESE PRESENTS. That we, the Principal and Surety(ies) hereto are firmly bounds 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, bind ourselves in such sum "jointly" and "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.</p> <p>THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal entered into the Contract identified above.</p> <p>NOW THEREFORE, if the Principal shall well and truly perform and fulfill all undertakings, covenants, terms and condition, and agreements of the Contract during the original term of the Contract and any extension thereof that may be granted by the District with or without notice to the Surety, and during the life of guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, and shall save harmless and indemnify the District from any and all claims, delays, suits, costs, charges, damages, counsel fees, judgments and decrees to which the District may be subjected at any time on account of any infringement by the Principal of letters, patents, or copyrights, unless otherwise specifically stipulated in the Contract or on account of any injury to persons or damage to property or premises that occur as a result of any act or omission of Principal in connection with the prosecution of the work under the Contract and shall pay the same, then the above obligation shall be void; otherwise to remain in full force and virtue.</p> <p>IN WITNESS WEHREOF, the Principal and Surety (ies) have executed this payment bond and have affixed their seals on the date set forth above.</p>					
PRINCIPAL					
1. Signature <div style="text-align: right;">(Seal)</div>		1. Attest			
Name & Title (typed)		Name & Title (typed)			
2. Signature <div style="text-align: right;">(Seal)</div>		2. Attest			
				Name & Title (typed)	

SURETY (IES)			
1. Name & Address (typed)		State of Inc.	Liability Limit
Signature of Attorney-in-Fact		Attest (Signature)	
Name & Address (typed)		Name & Address (typed)	
1. Name & Address (typed)		State of Inc.	Liability Limit
Signature of Attorney-in-Fact		Attest (Signature)	
Name & Address (typed)		Name & Address (typed)	
BOND PREMIUM			
Rate Per Thousand	Total Premium	Name & Address of Agency or Agent Receiving Commission	
INSTRUCTIONS			
<ol style="list-style-type: none"> 1. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by the authorized person signing the Contract. When such person signing is other than the President or Vice-President of a corporation, evidence of authority shall be furnished. Such evidence shall be in the form of either an Extract of Minutes of a meeting of the Board of Directors, or Extract of Bylaws, certified by the Corporate Secretary, or Assistant Secretary and with Corporate Seal affixed thereto. 2. Corporations executing the bond as sureties shall be among those appearing on the U.S. Treasury Department's list of approved sureties and shall be acting within the limitations set forth therein, and shall also be licensed by the Insurance Administration, Department of Consumer and Regulatory Affairs, to do business in the District of Columbia. The surety shall (1) insert on the bond form the name and addresses of the agency receiving the commission; and (2) attach an adequate Power-of-Attorney for each representative signing the bond. 3. 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 shall sign and include their addresses, under the word "witness". If executed in Maine or New Hampshire, an adhesive seal shall be affixed. 4. The name of each person signing this payment bond shall be typed in the space provided. 			

J.13

CONTRACTOR'S LETTERHEAD

EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF ACTUAL OR PERCEIVED: RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, FAMILIA L STATUS, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, GENETIC INFORMATION, DISABILITY, SOURCE OF INCOME, OR PLACE OF RESIDENCE OR BUSINESS.

AGREES TO AFFIRMATIVE ACT ION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT WITHOUT REGARD TO THEIR ACTUAL OR PERCEIVED: RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, FAMILIAL STATUS, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, GENETIC INFORMATION, DISABILITY, SOURCE OF INCOME, OR PLACE OF RESIDENCE OR BUSINESS. THE AFFIRMATIVE ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: (A) EMPLOYMENT, UPGRADING, OR TRANSFER; (B) RECRUITMENT OR RECRUITMENT ADVERTISING; (C) DEMOTION, LAYOFF, OR TERMINATION; (D) RATES OF PAY, OR OTHER FORMS OR COMPENSATION; AND (E) SELECTION FOR TRAINING AND APPRENTICESHIP.

AGREES TO POST IN CONSPICUOUS PLACES THE PROVISIONS CONCERNING NON-DISCRIMINATION AND AFFIRMATIVE ACTION.

SHALL STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT PURSUANT TO SUBSECTION 1103.2 THROUGH 1103.10 OF MAYOR'S ORDER 85-85; "EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS IN CONTRACTS."

AGREES TO PERMIT ACCESS TO ALL BOOKS PERTAINING TO ITS EMPLOYMENT PRACTICES , AND TO REQUIRE EACH SUBCONTRACTOR TO PERMIT ACCESS TO BOOKS AND RECORDS.

AGREES TO COMPLY WITH ALL GUIDELINES FOR EQUAL EMPLOYMENT OPPORTUNITY APPLICABLE IN THE DISTRICT OF COLUMBIA.

SHALL INCLUDE IN EVERY SUBCONTRACT THE EQUAL OPPORTUNITY CLAUSES, SUBSECTION 1103.2 THROUGH 1103.10 SO THAT SUCH PROVISIONS SHALL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

AUTHORIZED OFFICIAL AND TITLE

DATE

AUTHORIZED SIGNATURE NAME

FIRM/ORGANIZATION

CONTRACTOR'S LETTERHEAD

ASSURANCE OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS MAYOR'S ORDER 85-85, EFFECTIVE JUNE 10, 1985, AND THE RULES IMPLEMENTING MAYORS ORDER 85-85, 33 DCR 4952, (PUBLISHED AUGUST 15, 1986), "ON COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS IN DISTRICT GOVERNMENT CONTRACTS," ARE HEREBY INCLUDED AS PART OF THIS BID/PROPOSAL. THEREFORE, EACH BIDDER/OFFEROR SHALL INDICATE BELOW THEIR WRITTEN COMMITMENT TO ASSURE COMPLIANCE WITH MAYOR'S ORDER 85-85 AND THE IMPLEMENTING RULES. FAILURE TO COMPLY WITH THE SUBJECT MAYOR'S ORDER AND THE IMPLEMENTING RULES SHALL RESULT IN REJECTION OF THE RESPECTIVE BID/PROPOSAL.

I, _____, THE AUTHORIZED REPRESENTATIVE OF _____, HEREINAFTER REFERRED TO AS "THE CONTRACTOR," CERTIFY THT THE CONTRATOR IS FULLY AWARE OF ALL OF THE PROVISIONS OF MAYOR'S ORDER 85-85, EFFECTIVE JUNE 10, 1985, AND OF THE RULES IMPLEMENTING MAYOR'S ORDER 85-85, 33 DCR 4952. I FURTHER CERTIFY AND ASSURE THAT THE CONTRACTOR WILL FULLY COMPLY WITH ALL APPLICABLE PROVISIONS OF THE MAYOR'S ORDER AND IMPLEMENTING RULES IF AWARDED THE D.C. GOVERNMENT REFERENCED BY THE CONTRACT NUMBER ENTERED BELOW. FURTHER, THE CONTRACTOR ACKNOWLEDGES AND UNDERSTANDS THAT THE AWARD OF SAID CONTRACT AND ITS CONTINUATION ARE SPECIFICALLY CONDITIONED UPON THE CONTRACTOR'S COMPLIANCE WITH THE ABOVE-CITED ORDER AND RULES.

CONTRACTOR

NAME

SIGNATURE

TITLE

CONTRACT NUMBER

DATE

EQUAL EMPLOYMENT OPPORTUNITY

EMPLOYER INFORMATION REPORT

GOVERNMENT OF THE DISTRICT OF COLUMBIA DC Office of Contracting and Procurement Employer Information Report (EEO)	Reply to: Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, DC 20001 Washington, DC 20001
Instructions: Two (2) copies of DAS 84-404 or Federal Form EEO-1 shall be submitted to the Office of Contracting and Procurement. One copy shall be retained by the Contractor.	
Section A – TYPE OF REPORT	
1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX)	
Single Establishment Employer (1) <input type="checkbox"/> Single-establishment Employer Report	Multi-establishment Employer: (2) <input type="checkbox"/> Consolidated Report (3) <input type="checkbox"/> Headquarters Report (4) <input type="checkbox"/> Individual Establishment Report (submit one for each establishment with 25 or more employees) (5) <input type="checkbox"/> Special Report
1. Total number of reports being filed by this Company. _____	
Section B – COMPANY IDENTIFICATION (To be answered by all employers) OFFICIAL	
1. Name of Company which owns or controls the establishment for which this report is filed	
Address (Number and street)	
City or Town	
Country	
State	
Zip Code	
b. Employer Identification No.	
2. Establishment for which this report is filed.	
a. Name of establishment	
Address (Number and street)	
City or Town	
Country	
State	
Zip Code	
b. Employer Identification No.	
3. Parent of affiliated Company	
a. Name of parent or affiliated Company	
b. Employer Identification No.	
Address (Number and street)	
City or Town	
Country	
State	
Zip Code	
Section C - ESTABLISHMENT INFORMATION	
1. Is the location of the establishment the same as that reported last year? Yes No Did not report Report on combined basis last year basis	
2. Is the major business activity at this establishment the same as that reported last year? Yes No No report last year Reported on combined	
2. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or service provided, as well as the principal business or industrial activity.	
3. MINORITY GROUP MEMBERS: Indicate if you are a minority business enterprise (50% owned or 51% controlled by minority members). Yes No	

SECTION D – EMPLOYMENT DATA

Employment at this establishment – Report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zero. *In columns 1, 2, and 3, include ALL employees in the establishment Including those in minority groups*

JOB CATEGORIES	TOTAL EMPLOYEES IN ESTABLISHMENT			MINORITY GROUP EMPLOYEES							
				MALE				FEMALE			
	Total Employees Including Minorities (1)	Total Male Including Minorities (2)	Total Female Including Minorities (3)	Black (4)	Asian (5)	American Indian (6)	Hispanic (7)	Black (8)	Asian (9)	American Indian (10)	Hispanic (11)
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craftsman (Skilled)											
Operative (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
TOTAL											
Total employ reported in previous report											
(The trainee below should also be included in the figures for the appropriate occupation categories above)											
Formal On-The-Job Trainee	White collar	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10) (11)
	Production										
1. How was information as to race or ethnic group in Section D obtained? a. Visual Survey c. Other Specify _____ b. Employment Record _____						2. Dates of payroll period used 3. Pay period of last report submitted for this establishment. _____					
Section E – REMARKS Use this Item to give any identification data appearing on last report which differs from that given above, explain major changes in composition or reporting units, and other pertinent information.											
Section F - CERTIFICATION											
Check 1. > All reports are accurate and were prepared in accordance with the instructions (check on consolidated only) One 2. > This report is accurate and was prepared in accordance with the instructions.											
Name of Authorized Official				Title		Signature			Date		
Name of person contact regarding This report (Type of print)				Address (Number and street)							
Title				City and State		Zip Code		Telephone Number		Extension	

INFORMATION CITED HEREIN SHALL BE HELD IN CONFIDENCE.

SUBCONTRACT SUMMARY FORM

PERCENT OF PRIME CONTRACT.	%
100	100
90	100
80	100
70	100
60	100
50	100
40	100
30	100
20	100
10	100
0	100

SOLICITATION NO: _____

PROJECTED GOALS AND TIMETABLES FOR FUTURE HIRING

MINORITY GROUP EMPLOYEES GOALS					TIMETABLES				
JOB CATEGORIES	MALE				FEMALE				
	Black	Asian	American Indian	Hispanic	Black	Asian	American Indian	Hispanic	
Officials and Managers									
Professionals									
Technicians									
Sales Workers									
Office and Clerical									
Craftsman (Skilled)									
Operative (Semi-Skilled)									
Laborers (Unskilled)									
Service Workers									
TOTAL									
NAME OF AUTHORIZED OFFICIAL:				TITLE:			SIGNATURE:		
FIRM NAME:						TELEPHONE NO:		DATE:	
<p>INDICATE IF THE PRIME UTILIZES A "MINORITY FINANCIAL INSTITUTION"</p> <p>_____ Yes _____ No</p> <p>NAME:</p> <p>ADDRESS:</p> <p>TYPE OF ACCOUNT/S:</p>									

J.14

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.

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 Contractor 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 had 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 after the receipt of acceptable inventory schedules covering all items of the particular property classification at the plant or location.

At any time after expiration of the plant clearance period, as defined above, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Contracting Officer, and may request the Government to remove such items or enter into a storage agreement covering them. Not later than 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 and specifications.

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

G. UNAUTHORIZED WORK 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, nonconforming 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 1985, 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 10a-10d), 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, 1059—63 Comp., p. 635), the Contractor agrees that only domestic construction material will be used by the Contractor, subcontractors, material men and suppliers in the performance of the Contract, except for 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 one-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. Code 46-103] (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 not apply as to a claim resulting from a suspension order), and

2. Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the Contract.

ARTICLE 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.

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AWARD/CONTRACT		1. Caption		Page of Pages	
		Roof Replacement and Masonry restoration at 1131 Spring Road NW		1	72
2. Solicitation/Contract Number DCAM-19-CS-IFB-0011		3. Effective Date See Block 18C		4. Requisition/Purchase Request/Project No.	
5. Issued By: Department of General Services Contracts and Procurement Division 2000 14th Street, 8th Floor Washington, DC 20009		6. Administered by (If other than line 5) User Agency			
7. Name and Address of Contractor [Insert Contractor]		8. Delivery <input type="checkbox"/> FOB Origin <input type="checkbox"/> 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)				Contract Amount:	
15. Table of Contents					
Section	Description				Pages
A	Cover Page/Signature Page				
B	Scope of Work				
C	Economic Inclusion				
D	Lump Sum Price				
E	Evaluation and Award Criteria				
F	Bid Organization and Submission				
G	Bidding Procedures and Protests				
H	Insurance and Bond Requirements				
I	Department's Responsibilities				
J	Contract Changes				
K	Miscellaneous Provisions				
L	Definitions				
Contracting Officer will complete Item 16					
16. <input type="checkbox"/> 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 Franklin Austin		
17B. <div style="text-align: center; font-size: small;">(Signature of person authorized to sign)</div>	17C. Date Signed	18B. <div style="text-align: center; font-size: small;">(Signature of Contracting Officer)</div>	18C. Date Signed		