



**GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES**

**STATEMENT OF WORK FOR
HEARST PARK AND POOL RENOVATION**

1. DESCRIPTION OF PROJECT

The District of Columbia Department of Parks and Recreation (“DPR”) seeks the services of a General Contractor to provide all necessary equipment, materials, components, and labor as required to construct the overall project for Hearst Park and Pool Renovation accurately to specifications as detailed in the construction documents and supporting documentation.

2. SCOPE OF WORK

The proposed project includes is not limited to construction of the following:

- a) High school regulation size soccer field
- b) New tennis courts and tennis practice wall
- c) Walking paths with benches
- d) Bio retention areas to capture drainage runoff from site
- e) Six lane, 25 meter pool with zero edge walk in area
- f) Pool House
- g) Upgrades to playground

3. PROGRAM REQUIREMENTS

The Project shall include at a minimum the following:

- a) All amenities and access to all amenities must meet or exceed all ADA accessibility standards, specifically the entrances to the playground areas
- b) Remove any dead or dying plant material located within project premises.
- c) Provide all materials and equipment necessary to construct complete project as detailed in construction documents and directives issued by DPR and DGS.

4. MEETINGS

The General Contractor, Department of Parks and Recreation (DPR) representative, and Department of General Services (DGS) representative shall meet as necessary to direct and review all work. The General Contractor shall provide the DGS representative meeting minutes within 3 business days. DGS & DPR reserve the right to schedule mandatory regularly occurring progress meetings based on project needs.

5. SERVICES REQUESTED

- 1) Construction of Hearst Park and Pool as detailed in construction documents
- 2) The General Contractor shall meet with DGS, DPR, and community as required to coordinate and facilitate the construction of the project
- 3) Provide layout designs as needed for the site based on DGS, DPR direction.
- 4) Work with DGS and DPR to review and incorporate any changes.

- 5) Provide/procure all permits as required to complete the project.
- 6) Project Close Out

6. COORDINATION

Coordination of the work is the responsibility of the General Contractor.

7. SITE CLEANLINESS

During the contract and/or as directed by the DPR / DGS Project Manager, as surveys, site exploration and installation is completed, General Contractor shall ensure that the site is clear of all extraneous materials, rubbish or debris.

8. SITE SECURITY

General Contractor shall secure the project work area by a minimum 6'-0" chain link fence. General Contractor shall ensure site is locked during non-work hours and absences from the site during working hours.

9. PROTECTION OF EXISTING ELEMENTS

General Contractor shall protect all existing features, public utilities and other existing structures during construction. General Contractor shall protect existing trees, paying careful attention to protected Heritage Trees and shrubs from damage during construction. Protection shall extend to the root systems of existing vegetation. General Contractor shall not store materials or equipment, or drive machinery, within drip line of existing trees and shrubs. No vehicles are allowed on the site at any time.

10. DAMAGE BY GENERAL CONTRACTOR

General Contractor is responsible for the replacement, repair or patch of any exiting surfaces or materials damaged during construction by own or subcontractors crews.

11. PERMITS

General Contractor is responsible to provide all public space and trade permits as required to complete the scope of work.

12. SUBMITTALS

General Contractor shall submit to the appropriate DPR/DGS Representative for review and approval all shop drawings, material data and samples provided by A/E, vendors and/or manufacturers. The General Contractor shall submit a submittal log to the Project Manager within five (5) business days of the Notice to Proceed. The Project Manager shall review and approve or reject submittals within five (5) business days of receipt from the Contractor.

13. CONSTRUCTION SCHEDULE

General Contractor shall adhere to the schedule prepared and maintained by the A/E and DGS/DPR project manager. It is the responsibility of the General Contractor to notify the DGS / DPR Project Manager of any schedule set-backs, or foreseeable delays as soon as they are evident. .

14. CONSTRUCTION

General Contractor shall provide construction, oversight, and coordination to ensure work, quality, and accuracy.

- Layout and staking;
- Erosion and sediment control;
- Site clearing (e.g., demolition, clearing and grubbing as necessary, topsoil stripping and stockpiling as necessary);
- Earthwork (e.g., cut, fill, trenching, rough grading, finish grading);
- Utility installation, including electric, water, and storm-water management required by the District Department of Environment;
- Paving and/or surfacing;
- Furnishings and installation (e.g., benches, fences and gates, litter receptacles)

15. WALK-THROUGH INSPECTION

At the achievement of Substantial Completion, the DGS/DPR representative shall perform a walk-through inspection in the presence of the General Contractor. The General Contractor shall prepare a written report stating any deficiencies found during the walk through, identify the responsible parties, and ensure that all the deficiencies are corrected by the General Contractor prior to demobilization. The General Contractor shall not demobilize from the site until receiving written notice, in writing, from the DGS / DPR Project Manager that the deficiencies have been corrected to the DPR/DGS representative's satisfaction.

16. OPERATION & MAINTENANCE & WARRANTY INFORMATION

The General Contractor shall submit O&M's and Warranty information on all installed products, materials and workmanship within thirty (30) days after reaching Substantial Completion. The General Contractor shall submit four (4) hard copies and four (4) electronic copies of each: Operation & Maintenance Manuals and Warranty Information to the DGS/DPR Project Manager.

17. PERIOD OF PERFORMANCE

The General Contractor shall complete the work within the following timeframes:

Phase 1: May 2018 – January 2019

Phase 2: March 4, 2019 – December 2019

18. EXHIBITS

The following documents are hereby attached/ incorporated into this Statement of Work:
Final Concept



HEARST PARK AND POOL

37th Street, NW

Final Concept Design Book

December 1, 2017



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HEARST PARK AND POOL IMPROVEMENTS PROJECT

Existing Conditions:

Hearst Park currently serves Ward 3 as a multi-purpose public open space suitable for passive and active recreation. The park currently includes the following amenities:

1. Three (3) tennis courts with a separate tennis practice wall.
2. A non-regulation natural grass field. The field is predominantly utilized for soccer, but the neighborhood frequently uses it as a dog run as well. An existing chain link baseball backstop is located at the southwest corner of the field. The backstop is in fair condition but seldomly used.
3. A concrete walking trail on the east side of the park connecting Idaho Avenue to Hearst Elementary School.
4. A series of heritage Willow Oak trees located along the east and south edges of the field. These trees are the most significant element of the park and provide a distinct identity for this space in conjunction with the steep slopes on the west and north side of the field.

Directly north of the park is the Hearst Recreation Center and playground as well as the Hearst Elementary School. The District Department of Parks and Recreation owns the existing heavily utilized playground situated just up the north slope from Hearst Park.

Currently there is on-street parking along all three ROW frontages to the park; 37th Street, NW, Quebec Street, NW and Idaho Street, NW. Sidwell Friends School is located directly across 37th Street, NW from the park. The school utilizes 37th Street heavily during morning and afternoon student drop off and pick up hours.

Background to Pool Project:

Ward 3 is the only ward in the District that does not have an outdoor public swimming pool. The need for a pool, in addition to the opportunity to upgrade the existing park, made Hearst a prime candidate for this joint project. Beginning in 2015, the District sent out a survey to the local community asking for ideas and needs for the park. The survey results gathered provided the base for the programming elements for the park project. As the project began to evolve, the District and the design team have held a series of public meetings at every step of the design process to ensure that community input is an integral part of the design. As the project continues to proceed, the community and local stakeholder meetings continue to be an essential part of the project process.

Accompanying Studies:

A series of accompanying studies have been done for Hearst Park as part of the concept design phase of this project. These studies include:

1. Tree inventory: Provided in October, 2016 by the design team's arborist, Don Zimar. In addition, both the District and the local community have hired their own respective arborists to provide separate studies on the potential impact each plan option could have on the existing heritage trees. These studies have been reviewed by the design team and taken into account towards the layouts presented in this schematic book.
2. Soil borings report
3. Site survey

Next Steps:

This concept book summarizes the conceptual-level plans for the project. From here, the plan will be further refined as part of the Schematic Design phase of the project. This phase will serve to price the project and provide the basis for the technical drawing and permitting phases of the project (design development and construction documents). Community meetings will continue to be held throughout this phase to provide regular updates of the design and progress of the project. Directly following the Design Development phase, the design team will move into the construction Documents phase of the project where final building permit plans will be developed. The construction documents will serve as the basis for construction of the project. Upon the completion of the Construction Documents, bidding and construction of the project may begin.

Overall Design Intent:

The project team has been directed by the District Department of General Services (DGS) and the Department of Parks and Recreation (DPR) to provide full design services for park improvements/ upgrades and a new outdoor pool with accompanying pool house for Hearst Park. The intent of the design is to maintain the passive character of the park, while providing enhanced facilities for structured/ organized sports including soccer and tennis.

The first task in the scope was to study the site and develop three (3) concept options for the potential layout of the program elements which include:

1. A high school regulation size soccer field
2. Maintain the existing mature Willow Oak heritage trees
3. New tennis courts and a tennis practice wall
4. Walking paths with benches

5. Bio-retention areas to capture drainage runoff from site
6. A six lane, 25 meter pool with accompanying pool house and zero-edge walk-in area
7. Upgrades to the playground including adding shade structures

The refined option included in this book has been selected by the District's Department of Parks and Recreation as the favorable layout for the project. Careful consideration to a variety of factors has been taken into account in this design including:

1. Zoning requirements
2. Accessibility
3. Safety
4. Loading and service
5. Preservation of the heritage trees
6. Maintenance
7. Sensitivity to the adjacent community
8. Capturing stormwater runoff
9. Cost

New walkways will be placed away from the roots of the existing heritage trees to ensure greater survivability of the majestic trees. It is currently envisioned that these walkways will be concrete. Where the walkways do cross near the trees, a raised walkway concept is envisioned to limit the impact on the existing roots.

The pool and pool building are situated along the southwest area of the site to allow for the center of the park to remain as a large open play field. Additionally, careful placement of the pool and pool building has been taken on both options so that the heritage trees will not be impacted by excavation and construction.

The tennis courts will share the south area location with the pool to take advantage of the existing tennis court locations. The slopes on the south and west side of the site will be cleared of invasive and replanted to enhance the visual character of the park.

Benches, trash and recycle bins, bike racks, sign kiosk and drinking fountains will be included in the design package per DPR standards.

The playground will receive new shade structures over selected play equipment offering protection from the harsh summer sun. In addition, the existing wood trellis structures will be covered with a solid roof likewise providing additional protection from the elements.



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Discipline Narratives

The following narratives provide a summary for each discipline involved in the project including: architecture, Structural Engineer, Mechanical and Plumbing Engineering, Civil Engineering, Landscape Architecture and Pool Consultant.

ARCHITECTURE:

Pool House:

The pool house will serve the swimming pool alone and will not contain park related facilities such as restrooms and storage. The two-story pool house is configured for entry off of 37th St NW into an upper level lobby (street level). The upper level contains an elevator, check in desk, seating area and a stair to the lower level lobby. The lower level contains a lobby, male and female locker, rest and shower rooms, lifeguard office / first aid, storage and equipment rooms.

Due to existing grades, the pool house is built into the hillside in the southwest corner of the site with retaining walls branching out from the building to the north and east. Exterior materials under consideration are durable and low-maintenance.

Materials and Systems:

A. Structure

The buildings structure is proposed as concrete spread footings, concrete masonry unit bearing walls, steel framing (upper level), steel roof framing and concrete (lower level) and metal (upper level) roof deck.

B. Roofing

Green roofs are proposed for the lower level with a combination of extensive (sedum plantings in shallow soil) and intensive (grasses and ornamental plantings in deeper soil) roof types. The roofing system at the first-floor roofs will be fluid applied membrane combined with sheet membrane roofing and flashing at parapet walls. The roofing system at the upper level will be white PVC.

C. Fenestration

Painted aluminum pre-finished entry doors, storefront and curtainwall glazing with insulated glazing is proposed. Sun control louvers are proposed for the east facing windows.

D. Exterior materials

Retaining walls facing options include concrete, metal siding and stone. Stone facing is shown in the concept renderings and elevations. Building facing finish options include: upper level - cementitious wood look siding; lower level – various types of metal siding, ground faced

concrete masonry units and cast in place concrete.

E. Interior materials

Interior finishes will be durable and low-maintenance: concrete masonry unit bearing and non-bearing walls, galvanized metal window and door frames and doors, stainless steel doors and frames at pool equipment spaces, heavy duty door hardware and open ceilings with exposed piping, conduits and mechanical systems. All interior surfaces will be painted.

STRUCTURAL ENGINEERING:

Substructure:

Foundations

Foundation designs are based on the geotechnical report prepared by DMY Capitol dated November 17 2017. The report indicates that additional testing may be necessary during design/construction to confirm the report findings.

Lower Level Construction

At the lower level, with no basement, soil improvement is anticipated to make the site suitable for traditional spread footings. Rammed aggregate piers consisting of 18-inch to 36-inch diameter piers of highly compacted crushed stone can be designed and placed to achieve the required bearing pressure for spread footings. These piers will likely extend 10-feet to 15-feet below the existing grades and will be spaced at 7-feet to 8-feet on center. Building foundations will be designed for a bearing pressure of approximately 5,000-pounds-per-square-foot (psf). These piers must be completed by a specialty contractor as a delegated design at the start of construction. Spread footings will be placed below frost depth at a minimum of 2.5-feet below finished grade.

The slab on grade will likely be supported on natural soils. Undercutting unsuitable soils to a depth of 2-feet may be required in isolated locations. The slab on grades will be a minimum of 5-inches thick with a 6-inch thick stone aggregate layer & 10-mil thick impermeable plastic membrane placed directly below the slab.

Retaining Walls

Permanent soil retention systems will be required along 37th Street and Quebec Street. These walls will retain 12-feet to 16-feet of soil. There are two options being considered at this time.

Option 1: Traditional retaining walls

Soil below the retaining wall footings will require improvement using

rammed aggregate piers similar to the methods described above. Temporary soil excavation will be required to install concrete cantilevered retaining walls. The temporary soil excavation support system will be designed and installed by a specialty contractor and will likely consist of steel soldier piles with tieback anchors and wood lagging.

Option 2: Permanent soil retention system

A permanent soil retention system may be designed and installed by a specialty contractor. The system would likely consists of galvanized steel soldier piles with welded shear studs to the piles. Permanent tiebacks would be installed below 37th Street and Quebec Street. These tiebacks would likely require additional corrosion protection. Wood lagging would be used for the excavation and then a permanent concrete wall would be cast along the piles.

Basement Wall

A 12-inch thick basement wall will be used to retain the soil along 37th Street and Quebec Street. The wall will be braced at the upper floor/lower green roof slab at the top and a continuous strip footing at the base. A temporary soil excavation support system will be designed and installed by a specialty contractor and will likely consist of steel soldier piles with tieback anchors and wood lagging. The excavation support system will be set 3-feet to 4-feet back from the basement wall to allow for the installation of waterproofing, insulation and a foundation drain.

Superstructure:

Upper Floor & Lower Green Roof Construction

Concrete masonry unit (CMU) load bearing walls will support a steel frame for the upper floor. The CMU walls will also act as lateral shear walls for wind, seismic and unbalanced soil loads. Steel beams will likely be spaced at 6-feet to 9-feet on center. A 4 1/2-inch normal weight concrete slab on 3-inch, 20-gage metal deck will be used for the upper floor and the lower green roof. The steel sizes will be slightly larger than a typical office building due to the loads of the accessible green roof.

Roof Construction

The roof above the upper floor will consist of 1 1/2-inch, 20-gage type B metal roof deck steel beams spaced at 4-feet to 6-feet on center.

Lateral System

Lateral system will consist of CMU shear walls lines within the building and around the building perimeter for the lower level. Steel moment frames and steel braced frames will be used for the upper level structure.



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Structural Building Codes and Design Criteria:

- Governing Building Code: International Building Code, IBC 2012 ASCE 7 provisions will be utilized for determination of snow, wind, and seismic loads
 - ACI 318, Building Code Requirements for Structural Concrete (ACI)
 - ACI 530, Building Code Requirement for Masonry Structures
 - AISC Specification for Structural Steel Buildings – Allowable Stress
 - Design and Plastic Design (AISC – ASD), or AISC Load and Resistance Factor Design for structural steel buildings (AISC – LRFD).
- The following values are specified by the applicable codes and standards or are higher values selected for use on this project:
- Where human comfort is the criteria for limiting pedestrian induced motion, floor framing vibration due to footfall vibrations will be verified. Where vibrations are caused by running machinery, they should be isolated by damping devices or by the use of independent foundations.
 - The floor live load deflection of framing members shall not exceed 1/360 of span lengths.
 - The floor live load deflection of perimeter spandrel beams and girders supporting exterior masonry wall elements shall not exceed the lesser of 1/600 or 0.30”.
 - Roof deflection under live snow or wind shall not exceed 1/240 of the span length or 1/360 if a plaster ceiling is suspended.

Structural Loads: The following preliminary values are specified by the applicable codes and standards or are higher values selected for use on this project (psf = pounds per square foot):

Occupancy or Use	Live Load(psf)	Concentrated Load
Lobbies/Assembly	100 psf	2000lbs/2.5ft2
Stairs and Exits	100 psf	300lbs on stair treads
Offices	50 psf + 15 psf partitions	
Mech/Elev. Rooms1	150 psf	
Roof (Green Roof)	100 psf	
Roof (Limited Access)	30 psf	

- All loading conditions due to mechanical or elevator equipment shall be confirmed during the course of design coordination.

Quality Control:

K&H will determine the necessary special inspections required to satisfy the applicable building codes based on the trades and materials utilized in the selected structural scope items. A list of required special inspections shall be included in the design documents. Design documents shall indicate that it is the responsibility of the Owner to engage the special inspection agency, and the responsibility of the general contractor to notify the special inspector in advance of the anticipated construction schedule and activities.

MECHANICAL AND PLUMBING ENGINEERING:

Energy metering, financial cost, equipment procurement time, equipment maintenance requirements, physical space requirements, and other factors were considered in determining the recommended mechanical system to implement at the project.

The systems will be designed in accordance with the following codes, ASHRAE standards and guidelines:

- 2013 District of Columbia Mechanical Code
- 2013 District of Columbia Plumbing Code
- 2013 District of Columbia Energy Conservation Code
- 2013 District of Columbia Building Code
- 2013 District of Columbia Fire Code
- 2013 District of Columbia Green Construction Code
- 2011 National Electric Code
- ASHRAE 62.2-2010
- ASHRAE 62.1-2010
- ASHRAE 90.1-2010
- DC Green Communities

Outdoor Air Design Values

- A. Winter: 10°F DB
- B. Summer: 95°F DB/ 76°F WB

Outdoor Air Design Values for VRV Heat Pumps

- A. Winter: 0°F DB
- B. Summer: 110°F DB/ 78°F WB

Indoor Air Design Values

- A. Occupied:
 - 1. Winter Heating: 70°F DB
 - 2. Summer Cooling: 75°F DB/50% RH
- B. Unoccupied:
 - 1. Heating Setback: 60°F DB
 - 2. Cooling Setback: 85°F DB/ 60% RH must be maintained
- C. Mechanical Rooms, Storage Rooms, and Electrical Rooms:
 - 1. Winter Heating: 55-60°F DB for freeze protection
 - 2. Summer Cooling: Will be provided via mechanical forced ventilation Criteria

Ventilation

Outdoor and exhaust air provisions shall meet the requirements of the 2013 District of Columbia Mechanical Code, ASHRAE 62.1-2010 and ASHRAE 62.2-2010. The mechanical ventilation shall be designed to meet 100% of the requirement.

Heating, Ventilation and Air Conditioning (HVAC) Systems

HVAC Design Conditions

Load calculations are based on the following assumptions:

- Outdoor design conditions: 95°F DB/76°F WB summer design conditions, 10°F DB winter design conditions.
- Indoor design conditions: 75°F summer, 70°F winter.
- Infiltration: 0.3 air-changes per hour (ACH) in perimeter zones and 0.1 ACH in core zones.
- Perimeter heat loss (slab-on-grade): 0.73 Btu/h.°F. ft.
- Exterior walls: 0.048 Btu/h.°F. ft.
- Roof: 0.033 Btu/h.°F. ft.
- Glass: U-0.4 & SHGC-0.4

Ventilation

Minimum ventilation rates and indoor air quality shall meet the ASHRAE standard 62.2-2010 for residential units and 62.1.2010 for nonresidential units. The outdoor airflow rate per occupant is determined based on an established CO2 generation rate per person. Ventilation will be provided to all zones, and will be used as a means for makeup air (with respect to exhaust) in order to maintain proper pressurization within the building at all times. Pressurization will be designed as neutral to slightly positive (approximately 0.5 percent).

Space Exhaust:

Exhaust fans discharging to atmosphere for the following areas will be included:

1. Storage Rooms
2. Pool Equipment Rooms
3. General Exhaust
4. Toilets
5. Chemical Storage Rooms

Assumptions for exhaust means currently utilize a combination of dedicated sidewall louvers, dedicated to each individual space type requiring exhaust. Exhaust fans will be required to operate continuously for chemical storage and pool equipment rooms, and will operate intermittently for general and restroom exhaust.

Proposed Mechanical System:

Based on good engineering principles and design experience, the following recommendations for HVAC component(s) are made:

1. A Variable Refrigerant Flow (VRF) system will be used to provide conditioned air for the occupied spaces of the Pool Building. The system will be a 2-pipe type, with heat pump condensing units to allow for simultaneous heating and cooling. The VRF system provides Individual zone control to each space, and provides flexibility to meet all space needs as use types, exposures, and envelope characteristics change. Space zoning is intended to be divided as



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follows:

- a. The large entry atrium at the surface level will have a dedicated, ducted VRF unit, and will use linear slot diffusers to handle the radiant heat load introduced through the West facing glass storefront.
 - b. The office on the main level will have a dedicated VRF unit.
 - c. The office and lifeguard/firs aid station of the lower level will share a VRF unit given their similar use frequency and envelope exposures.
 - d. The lobby and corridor of the lower level will have a dedicated, ducted VRF unit.
- Total VRF systems is currently estimated at 10 Tons during peak cooling.

Control Systems:

Programmable thermostats and DDC controls will be used for the VRF systems throughout, and the exhaust fans that require intermittent occupancy scheduled use.

ELECTRICAL

Power Distribution:

The electrical power distribution system shall include all the electrical distribution equipment necessary to provide electricity in a Code compliant, safe manner to all lighting fixtures, receptacles, ventilating equipment, heating equipment, pool equipment, plumbing equipment, elevator, signal and communication equipment.

Service Entrance/Utility Incoming Power Service:

Preliminary electrical load calculations show a requirement for a new 600 amp, 208Y/120V, 3-phase, 4-wire electrical utility service to serve the pool building, pool and site lighting. Electrical load calculations will be revised as the design progresses. The electrical utility service for Hearst Park is proposed to be a 600A, 208/120 volt, 3-phase, 4-wire service. This will satisfy the electrical needs of the building and will be routed via a new underground concrete encased duct bank from PEP-CO pole or a Pad mounted transformer. This will be further analyzed during the design stage of the project.

Normal Power Distribution:

The main electrical room will house a C/T Cabinet, Service Trough, U.L. listed Service Disconnect Switch, and a Main Distribution Panel (MDP) that is rated for a 600 amp, 208/120V, 3-phase, 4-wire service. The MDP will be specified to have transient voltage surge suppression. Additional branch distribution panels installed within the main electrical

room will serve the local loads in the areas.

The proposed electrical power distribution infrastructure will include all the elements necessary to conduct electricity in an approved, safe manner to serve all lighting receptacles, HVAC, plumbing equipment, signal, communication, and miscellaneous equipment loads in the building.

Emergency Power Distribution:

It is unknown if Emergency Generators will be required at this time. Further discussion and coordination will be required in order to determine future requirements based upon storm and sanitary water management system, elevator design requirements, and fire protection requirements.

If a generator is provided, it will be diesel powered, and housed in a minimum Level 2 weatherproof enclosures with sound attenuations to meet the local governing authorities' sound restrictions, and will be located in the mechanical pit at grade level. The emergency equipment room will be in a minimum 2-hour fire rated space as per governing code requirements. A remote annunciator panel to monitor the generator status and functions including generator trouble and failure alarm notifications will be provided either in the Manager's office as required by the local Fire Marshall and/or approved by the owners.

Lighting System:

General Lighting

The lighting system for the building shall be designed to conserve energy and minimize glare while providing a pleasant, comfortable and functional environment. The guidelines set forth by the Illuminating Engineering Society (IESNA) shall be used to establish target-maintained illumination levels throughout all spaces. Specific influences of glare, task complexity, surface reflectance characteristics, ceiling brightness, and usage shall be addressed with this procedure.

To enhance energy savings, LED lighting will be considered as the basis of design for all the lighting fixtures throughout all the buildings. The fixtures may be recessed, surface or pendant mounted as required by the individual space layout and instructed by the architects. Select spaces may be equipped with specialty luminaries to address special functional requirements and create visual elements in the space. LEDs shall be RoHS compliant, 80 CRI (minimum), with a maximum of 2.5 step McAdam ellipse color consistency. LED data shall be tested in compliance with IESNA LM-70, LM-80 and TM-21 protocol. Lamp life shall carry a minimum rating of 50,000 hours at L70. Intended LED current (mA) and driver shall be fully compatible.

Emergency Lighting:

Emergency lighting shall be provided throughout all interior areas of egress using the selected fixtures. The fixtures designated for the emergency lighting are currently being design as battery backup, until emergency generator requirements have been confirmed. Emergency fixtures will also be provided at all egress discharge doors. Exit sign lighting fixtures will be provided throughout all interior areas of egress. The fixtures ace currently being specified with a LED light source and battery backup.

Site Lighting:

Exterior lighting will consist of a combination of building mounted lighting fixtures, step lights, low profile bollards or pole mounted light fixtures to illuminate exterior public walkways and gathering spaces throughout the park. Specification for the light fixtures serving these areas will be coordinated with the architects, as design progresses. Similar to the interior space, all exterior light fixtures will be specified with a LED light source. Fixtures attached to the building will be controlled via a photocell and time clock. The photocell will be located on the roof, facing north. Additionally, all exterior fixtures will be designed and specified as cut-off type luminaries with neighborhood friendly optics in accordance with LEED and IESNA guidelines to eliminate light pollution of properties adjacent to the project site.

Lighting Control:

All enclosed spaces such as the offices, and utility and storage closets will be controlled via localized vacancy sensors with manual override switches for all interior non-emergency light fixtures for manual-on and auto-off functions. The system will consist of wall or ceiling mounted sensor devices that will operate in conjunction with relay units, which in turn send the signals to control the lighting circuits serving the individual room.

In after-hours mode, local ceiling mounted occupancy sensors, programmed via the control system, will dim the light fixtures to 20% output level per zone basis to obtain energy savings.

Wiring Devices:

Duplex convenience receptacles will be provided throughout the building based on the furniture layout and space planning, and in accordance with the applicable codes. In addition to the receptacles provided to serve specific loads or equipment, the following convenience receptacles will be provided throughout the building:

- A. Corridors: Provide a minimum of one 125V, 20A duplex receptacle for every 50 linear feet of wall space.
- B. Mechanical, Pool Equipment, and Electrical Rooms: Provide one 125V, 20A duplex receptacle per 15 feet of wall space.



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C. Storage Room: Provide a minimum of one 125V, 20A duplex receptacle.

D. Exterior Building Location: Provide one 125V, 20A duplex Ground Fault Interrupter (GFI) type receptacle with weatherproof cover on the exterior wall near each main entrance and exit door from the building. In addition, provide one 125V, 20A duplex weatherproof, GFI receptacle with weatherproof cover on the exterior wall or roof, where the mechanical equipment might be located. Those outlets will be located within 25 feet from each exterior mounted HVAC equipment, as required by the code.

All receptacles shall be listed, NEMA 5-20R, unless required otherwise. Special equipment, such as Dryers in the laundry rooms and special receptacles in the telecommunication rooms will be coordinated with the vendors for the required type of NEMA configuration.

All the motors will be provided with motor controllers and disconnect switches, unless controlled via Variable Frequency Drives (VFD). All major equipment will be provided with either fused or non-fused safety switches, based on equipment name plate load data/motor HP. All motor controllers/starters will be at minimum NEMA Size 1, in NEMA One enclosure unless required otherwise due to an environmental conditions. All disconnect switches will be heavy duty type, either NEMA Type 1 or 3R, depending on the environmental conditions at the installed location. All fans with fractional horsepower (under 1/2 HP) motors will be wired via motor rated switches with built-in thermal overload protection. Whenever a motor is controlled via VFD, it will be provided with a built-in fused disconnect switch, as a local disconnecting means, as required by the code.

All branch circuit wiring will be with 600 volt rated copper conductors, type THWN or THHN, minimum #12 AWG in minimum 3/4-inch conduits. All interior conduits will be Electrical Metallic Tubing (EMT) unless required otherwise by the code. All exterior exposed conduits will be Galvanized Rigid Steel (GRS) and all exterior underground conduits will be PVC Schedule 40, unless required otherwise by the code.

Fire Alarm System:

The new fire alarm system is proposed to be of an addressable type and designed to meet all the latest state, local, and ADA code requirements.

The system will include a new fire alarm control panel (FACP) located in the main electrical room. It is recommended for the new system to include audio and visual signal devices in all public areas. Manual pull stations will be provided by the egress doors as required by code. Duct mounted smoke detectors will be provided in all HVAC units as

required by code. The fire alarm system will also include a system annunciator and digital communicator with a connection to the fire department or monitoring agency as directed by the owner or as required by the fire marshal

PLUMBING:

Domestic Water:

A new 4-inch building water service will serve Hearst Park to supply the pool make-up and plumbing fixtures within the facility as well as any irrigation demands of the park. The domestic water service meter will be located outside as indicated on civil drawings. The water service will be protected via installation of a backflow preventer complying with ASSE 1015. The main service backflow device will have to be located in a heated space inside the building immediately once the service enters the structure. Additional backflow devices will be required on the pool make-up water connection as well as irrigation systems which will have to comply with ASSE 1013. Valves for domestic cold water supply will be installed to allow for sectional shutoff of branch piping, risers, and fixture groups.

Potable water distribution piping shall be copper tubing. Copper has been the standard material for many years, but it is subject to unpredictable cost variations. With proper construction methods, this material continues to be a good choice for water distribution piping.

Hot Water System:

A tank type electric water heater will be used to provide hot water to the locker room lavatories and showers, as well janitor's sink. The heater will store water at 140°F and have a master mixing valve to reduce the temperature to 120°F (ASSE 1017) before distribution to the fixtures. The water heater will be equipped with heat trap, expansion tank, vacuum relief valve, drip pan, and pressure and temperature relief valve. Water heater efficiency will comply with ASHRAE 90.1 Local mixing valves for lavatories shall be ASSE 1070 and for showers shall be ASSE 1016 which lower the temperature down further to appropriate levels.

Sanitary System:

A 6-inch sanitary lateral is anticipated for the Hearst Park pool building. Though the plumbing fixture load is not high, the anticipated pool filter backwash flow rates generally have much greater loads. Depending on the invert elevation of the sanitary lateral an ejector pump may be required to remove the sanitary waste from the building. To accommodate the pool filter backwash rate, the ejector pit shall be sized for the filter backwash volume. The ejector pit will hold the incoming waste before being discharged to the public sewer.

The sanitary piping system will collect all building sanitary waste and be piped to a point 5'-0" from the location the pipe exits the building. The civil site utility drawings will indicate the routing of the sanitary system beyond this point. All sanitary waste piping shall be cast iron, either no hub, or hub and spigot. All sewage ejectors shall be connected to the emergency backup power with alarms tying to the BMS. All floor drains will have trap primer connections tying to the nearest cold water branch line.

Each elevator shaft will be provided with a sump pump and oil minder system. The pumps will be sized as per code for 50 GPM per elevator and discharge to the sanitary system. The oil minder system and sump pump shall be supported by the emergency backup power system with all alarms tying back into the BMS.

Storm System:

Green Roof

It is common practice that runoff from the green roof bypass the storm management filtration, coordinated with the civil engineer is required for any additional detention or treatment required outside the building. Green Roof water evaporation and water soil absorption will not be included in the roof drain sizing and piping calculations. The roof drainage system will be sized per code along with secondary storm drainage system implemented as for standard membrane or other roof types. The secondary storm system may be internal rain leaders or scuppers. The same rain intensity of 3.2 inches will be used for the storm water calculations on this project.

Based on the available public sewer and coordination with the civil engineer, the green roof drains shall discharge to the public street main. Condensate drains from mechanical equipment will utilize local condensate pumps or sump pumps before discharging to the building storm drainage.

Natural Gas:

No provisions for Natural Gas services have been made at this time.

Plumbing Fixtures:

All new fixtures will be provided per architectural layout and programming. Plumbing fixtures will be high efficiency, water conserving type and with Water Sense label as required per Green Communities Criteria. ADA fixtures will be provided where required per architectural layout. All hand washing sinks and lavatories will have a Thermostatic Mixing Valve (TMV) installed to reduce the water temperature to 100°F, per ASSE 1070. Recessed wall hydrants with lockable covers will be provided in locker rooms and non-freeze units will be located around the perimeter of the structure. Hose bibs will be placed inside pool



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equipment rooms and near ejector basins for maintenance. Hose bibs and wall hydrants shall be provided with integral vacuum breakers. Floor drains will be provided in all gang toilet rooms and mechanical rooms.

High Efficiency Fixtures:

All water closets will be the wall mounted 1.28 Gallons per Flush water closets and flush valves. All urinals will have the Watersense label and 0.125 Gallons per Flush (GPF). Lavatories will have the Watersense label will be equipped with faucets with flow rates of 0.25 GPM.

FIRE PROTECTION

Fire Protection System:

Requirements for the Fire Protection are still being determined. This section will be updated once the Authority Having Jurisdiction has rendered a determination about Fire Protection requirements for the Pool Building.

CIVIL ENGINEERING:

Stormwater Management:

Stormwater management is necessary for any project proposing more than 5,000 sf of disturbance. The site will be required to meet the Districts latest stormwater management requirements that are in effect. This project per code must retain (store or reuse) the first 1.2" of runoff produced by the site, which equates to the 90 Percentile Storm. Additional retention of stormwater above the 1.2" requirement and up to the 1.7" threshold can be used to produce yearly stormwater credits, these credits can be sold or transferred to other project sites that cannot meet the full stormwater requirement on-site. If the credits are sold a yearly revenue stream can be obtained, the current market rate for one stormwater credit is approximately \$2.00 dollars. For the project site concept plan two stormwater practices have been recommended: Green Roof and Bio-Retention. A green roof has been incorporated on the proposed building. It is recommended that the green roof depth be designed to retain the stormwater runoff volume of 1.7". Bio-retentions have been placed to treat water runoff from the field and pool/tennis facility. Again the size and depth of the bio-retention facilities should be such to retain the 1.7" storm. The project geotechnical evaluation conducted one infiltration boring on site. This boring indicated that infiltration was possible at the project. By adding infiltration design to the bio-retention facilities the project could achieve a higher stormwater retention amount or reduce the size of the facilities over a non-infiltration facility. If infiltration design is requested additional soil borings located at each bio-retention facility will be required.

In addition to on-site stormwater management requirements, developments are required to treat stormwater along their public space frontage to the maximum extent practicable (MEP). Full stormwater management compliance is not expected, but a good faith effort to treat public space stormwater where practicable is required. For the concept plan, street side bio-retention swales and existing/proposed tree credits are recommended to treat the street runoff to the MEP on all public streets fronting the site.

Sediment and Erosion Control:

Sediment and Erosion Control is necessary for any project disturbing 50 sf of land or more. The plan will need to confirm to the latest District sediment and erosion control regulations. Due to the size of the disturbance it is recommended that several different practices be used to reduce, in as much as possible, sediment leaving the site. These practices include but are not limited to, super silt fence, silt fence, stabilized construction entrance, and inlet protection. Upon final design review additional practices may be necessary such as sediment trap, earth dike, temporary stone outlet structure, and swales.

Grading:

The main site is located on a series of stepped terraces that direct stormwater runoff from the north-west portion of the site towards the eastern portions of the site. Good engineering design principles specify that the grading of the site should safely direct water so that it can naturally flow off of the site with no low spots for potential back water and flooding concerns. In addition the general grading scheme of the site should limit the amount grading necessary, in as much as possible the existing grades should be maintained to limit the amount of grading and soil disturbance.

The recommended general grading scheme for the field is achieved by grading the field so that runoff conveys to the perimeter of the field where there will be a series of bio-retention areas which will retain the water prior to the water being conveyed to an existing storm drain system. For the pool/tennis facility grading should convey water to the east towards Idaho Avenue. Retaining walls will be necessary along Quebec Street and 37th Street to facilitate the full project build out. It is recommended to grade the site in such a fashion it limit the height of the walls in as much as possible.

Utility Infrastructure:

The site is currently not served by water, sanitary sewer, gas, electric, or communications. On portions of the site there is an existing storm sewer system. Good engineering design principles specify that the storm sewer and sanitary system connect to the separated system adjacent to the site. By connecting the storm and sanitary to the sep-

arated system the site eliminates some of the potential environmental impacts caused by combined sewer systems. These include sewerage overflows during storm events and reducing the amount of treatment needed by the treatment plant. By separating the storm system the site will also return clean treated storm water to the natural stream system in the area.

For the proposed building it is recommended that the sanitary sewer lateral connect to the separated system located in Quebec Street. Due to the elevation of the building in relation to the street the sanitary waste may need to be pumped up to the sanitary main located in Quebec Street. The water laterals for the proposed building should also be directed to Quebec Street. All stormwater for the proposed building and the pool/tennis facility should be directed to the separated sewer system in Idaho Avenue. All stormwater from the proposed field should be directed to the existing storm drain system. The existing system will be analyzed to ensure that it is sized corrected and can handle the runoff generated by the site.

LANDSCAPE ARCHITECTURE:

The park design will focus around the existing heritage Willow Oak trees and to maintain the park as natural looking as possible. Careful attention has been provided to avoid any grading and/or construction around the critical root zones of these trees. The design intent is to have these magnificent trees flourish as a continued majestic icon of Hearst Park. To this end, the existing concrete paths will be removed and new raised wood paths will be placed further away from the trees. The raised wood paths will be built on narrow footings which will greatly reduce the impact on the existing tree roots. Where the path poses no conflict with the trees, concrete will be utilized.

Site furniture will be distributed throughout the paths as well as along the tennis courts to ensure that visitors have plenty of seating options. Bike racks will be placed at park entrances. A drinking fountain will be placed at the tennis courts and another at the playground. A small picnic area will be situated on the southwest corner of the field. The picnic area will include a grill and two small tables/ chair combinations. All the site furniture will be per the District Department of Parks and Recreation standards.

Bio-retention areas will be located around the soccer field and at the eastern end of the tennis courts. The bio-retention areas will not only serve to capture and treat the run off from the park, but will be used as an educational experience for park visitors as well.

The soccer field will be a high-school regulation size natural turf field. The field will be irrigated. The existing bleachers and backstop will be removed to make way for the field and to reduce the built-clutter of the site.

The existing west and south slopes of the site are covered with undesirable tree species, mainly Ash, Elm and Black Walnut. These trees pose a maintenance and potential safety concern due to their susceptibility to ash borer disease and Dutch elm disease. The design intent is to remove the majority of these trees and replant both slopes with native tree species to establish the slope and bring in new and sustainable canopy trees to the park.

The tennis courts will be replaced with two (2) new regulation tennis courts and a separate practice wall area. A 12 foot fence will be placed around the tennis courts, matching the height of the proposed pool fence. Separating the tennis courts from the pool will be a 6 foot concrete wall with a 10 foot fence on top of the wall. All fences will be vinyl coated chain link fence.

Park entrances will receive a reinvigorated design to enhance the user experience. Along Idaho Avenue, a small decorative paver area with new entryway landscaping will welcome visitors to the park. A similar design is intended for the south entrance along 37th Avenue.

The existing playground directly north of the park will also receive improvements as part of this design. New shade structures will span over a portion of both play areas in addition to several new shade trees. A new tension-rope play structure will be introduced in the 5-12 year play area. The existing wood trellises likewise, will be reconfigured to include opaque roofs to provide additional protection from the elements.

POOL CONSULTANT:

General

The Hearst Park Pool will be designed to meet the needs of the community for the next fifty years. It is important to provide maximum flexibility for programming, which will be the key to maximum utilization.

The Hearst Pool will feature an outdoor lap pool, as described in Section 2. The pool(s) will be constructed of cast-in-place or pneumatically applied concrete. The interior of the pools will be tile & Diamond Brite/Pebble Tec. All loose and deck equipment will be as required by the applicable Health Department Regulations and the requirements of the DPR, i.e., ladders, grab rails, safety ropes and anchors, lifeguard chairs, stanchions, deck anchors, etc. The filtration

system will be a high rate pressure sand system. Miscellaneous maintenance and first aid equipment will be provided that meets the applicable Health Department Regulations. The swimming pool will meet the following performance standards:

1. Overhead lighting: Recreation Pool = 50 foot candles
2. Turnover Rate of Filtration System: Lap Pool = 5.0 Hours
3. Free Chlorine Level = 1.0 to 3.0 ppm
4. pH level = 7.4 - 7.6

Programming:

The outdoor lap pool with dimensions of approximately 75'-1 1/2" x 45' with a minimum depth of 4'-0" and a maximum depth of 6'-7" inches. Five 9'-0" wide lanes will be marked with black floor markers across the pool. A 12" deep roll-out gutter system will be provided around the perimeter of the pool for recirculation of pool water. Wall targets and floor markers will be provided for a competitive race course. Rope anchors will be provided in the pool for floating lane lines. A zero entry for easy entry and exit will also be provided. Equipment to be provided will include (not all inclusive): starting blocks, portable guard stands, pace clocks, handicap lift, maintenance equipment, and safety equipment.

Systems:

Pool shell of cast-in-place or pneumatically applied concrete will be provided depending on the results of the geotechnical investigation, construction staging, cost, and site access. An option to use either method may be included if appropriate for the soil conditions. Different swimming pool contractors use different methods of concrete pool shell construction.

Hydrostatic Relief System:

A means of stabilizing the pool shell when abnormal subsurface hydrostatic pressure occurs will be provided, which otherwise can cause the pool shell to float when the swimming pool is empty. This hazard is minimized if a full basement surrounds the pool tank; however, if the pool walls rest in an unexcavated mass, the danger does exist.

The design of a hydrostatic relief system is usually based upon the predictable levels of the subsurface water table. Because other developments can also create a hazardous situation when the pool is empty, it is important to understand these various dangers and to design a comprehensive system that will prevent destructive forces from developing. Various systems have been developed including automatic check valves, concrete ballast, dehydration systems, refilling systems and gravity drains. The primary issue, as in any preventative action task, is to understand the various kinds of hazard and damage that may occur.

Even a benign water table is not justification to dismiss the potential problem. An unnatural hydrostatic pressure condition can develop if a break occurs in a water pipe in either the fresh water system or the pool water system. This rapid introduction of water into the otherwise "dry" substrata can create an unstable condition for the pool shell. In the case of the fresh water line, the condition can go undetected for months in certain circumstances. For this reason the pool will feature some means of draining the substrata below the pool shell.

In addition to a conventional automatic hydrostatic relief mechanism(s), it is recommended that a sight well be provided in the pool deck, adjacent to filter room or immediately outdoors of the natatorium. Such a feature will allow the visual inspection of the water table under the pool and in the case of the outdoor sight sump, dewatering can be conveniently executed.

Pool Finish:

The interior finish for the outdoor lap pool will be Diamond Brite/Pebble Tec. Specialty tile will be provided for the perimeter tile band, gutter nosing, wall targets, recessed steps, floor lane markings, depth markings, warning signs, and construction joint installation bands.

Deck Signage:

Depth markings and warning signs for the pool deck will be required by code in ceramic tile. Depth markings will be shown in standard and/or metric measurements. "NO DIVING" signs will be provided at all pool areas with a depth of water 5'-0" or less. Depth markers will be provided per code at not more than 25 ft intervals.

Overflow Recirculation Systems:

In modern swimming pools, the purpose of the perimeter overflow system is to receive and capture water at the pool surface. This water is then transferred to the filter plant, either by direct suction connection, or through a surge tank, which helps stabilize the water displacement in the swimming pool. A 12" deep rollout gutter will be installed on the lap pool.. A surge tank will be required for all pools utilizing a gutter system.

Filtration Systems:

The filters will be high rate pressure sand filters operating at a flow rate of up to 15 GPM per square foot of filter area. While many manufacturers rate their system at 20 GPM/sq. ft., field experience has shown that the lower flow rate results in better water quality. The system will be designed to completely turn over the lap pool water every 5.0 hours, the recreation pool water every 3 hours, and the spa every 15 minutes. Filter room and filter face piping will be PVC



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Schedule 80 piping used throughout the pool piping system (8in. or smaller) because of its non-corrosive quality; however, only molded fittings are recommended. All flanges will be reinforced with a steel ring molded into the flange to avoid cracking due to vibration. Heat exchanger by-pass piping will be copper or CPVC

Pumping Equipment:

Horizontally mounted centrifugal pumps will be utilized for all the pool recirculation pump and will be certified by the National Sanitation Foundation (NSF) and bear the certification mark. Pump casing will be cast iron fitted with a replaceable bronze case wear ring. Pump impeller will be enclosed type of cast bronze, statically and dynamically balanced, and trimmed for the specified design conditions. A hair and lint strainer will be provided, for each pump, constructed of fiberglass or epoxy coated stainless steel construction with a clear observation top. Pressure gauges will be installed on the discharge of the pumps and compound gauges will be provided at the intake port of the pumps, after the hair and lint strainer.

Variable Frequency Drive motor starters shall be provided for the pool recirculation pump. These VFD's shall provide the ability to adjust the flow rate of its respective system as well as communicate with the other pool filtration and chemical treatment and monitoring equipment specified.

Piping Systems:

Exposed piping in the filter room and surge tank will be Schedule 80 PVC for strength and resistance to corrosion. All piping below the floor of the pool shell will be encased in concrete and will be Schedule 40 PVC.

All valves will be identified in the filter room. Valves will be described as to their function and referenced in the operating instruction manual and wall mounted piping diagram to be prepared by the contractor. The pool will utilize a combination of floor and wall inlets.

Chemical Treatment Systems:

Sodium Hypochlorite will provide the primary chemical sanitizing for the pools and spa. The halogen requirement of the pools will be automatically monitored and controlled by a chemical controller capable of monitoring 0 to 6 parts per million of chemical and showing Oxidation Reduction Potential (ORP) in addition to the traditional readings of sanitizer and pH.

CO2 will be provided as the pH Buffering System. The CO2 system shall consist of CO2 storage tank(s), a lockable fill box for bulk delivery, a pressure reducing/regulating system, automatic tank changeover

system, a feed and rate of flow adjustment control system, injection or mass transfer system, and all valves, tubing, fittings and appurtenances required for a complete and operable system. The system is to include the following components.

An Ultraviolet Dechloramination and Disinfection System will be provided so that the pool water will be monitored and treated by UV sterilization in the range of 220nm to 400nm to kill bacteria, viruses, molds and their spores and to continuously remove chloramines. The concentration of free chlorine residual will at all times meet the requirements of the Health Department authority having jurisdiction over the swimming pool. Any proposed UV system must have a UL listing on the complete system and be listed under NSF Standard 50.

Water Chemistry Controller:

A programmable chemical automation system will be furnished for the pool for continuous monitoring of water chemistry (ORP/HRR, PPM, pH and Temperature), Langelier Saturation Index, and for automatic control of the chemical feeders, heater, and water level. Installation of the system will be as specified by the manufacturer. A factory-authorized representative will provide training to the owner and the training will be video taped per the specifications. Such a system will not only improve the water quality of the pool, but will also improve the overall environment of the natatorium because of the greater degree of chemical balance of the water. This can result in much less aggressive atmospheric conditions.

A wiring box (pool systems interlock) will be specified as part of the water chemistry controller which will allow either a 4-20 mA or line voltage connection from all respective pool systems (chemical feeders, pool pump motor starters, VFD, filter control panel, pool flow meter sensor, pool heat exchanger, pool HVAC/DH unit). Swimming Pool Contractor will be responsible for electrical connections that are less than 110V line voltage (4-20 mA) and the Electrical Engineer shall call for the line voltage connections from the respective equipment to the wiring box.

Inserts and Anchor Sockets:

- A. Anchors for grab rails and stair railings will be provided.
- B. Anchors for backstroke stanchions will be provided.
- C. Heavy-duty cup anchors for floating lane lines will be provided.
- D. Anchors for starting blocks will be provided.
- E. Anchors for the handicap lift will be provided.

Deck Equipment:

- A. Grab rails and recessed steps for the pool will be provided as required. These will be provided by stainless steel grab-rails set in

chrome plated bronze wedge anchors and escutcheons with set screws. Recessed steps in the pool wall will be provided.

B. Backstroke and recall rope stanchions will be provided. The backstroke stanchions will be fitted with pennants and the recall stanchions with a rope.

C. 24" x 32" track start starting platforms will be provided for the pool. These may be removed from the deck when not in use. Diving from the starting platforms should be restricted to supervised practice or competition of athletic teams.

D. Lifeguard chairs to meet the minimum standards of state regulations will be provided in portable (wheeled) units that may be stored out of the way during periods when lifeguards are not required.

E. A surge tank access hatch will be furnished and installed over the surge tank. The access hatch will be a single door 2 ft.-6 in. x 2 ft.6 in with 1" fillable pan to receive ceramic tile and grout or concrete deck fill. The frame will be 1/4 inch extruded aluminum with built in neoprene cushion and continuous anchor flange. Door will be 1/4" aluminum plate reinforced with aluminum stiffeners as required.

F. Surge tank ladder rungs will be 1/2 inch Grade 60 steel encased with co-polymer polypropylene plastic.

G. Handicap lift(s) will be provided to meet ADA guidelines.

Loose Equipment:

A. 6" diameter floating lane lines will be provided with an adequate number of storage reels.

B. Lane line storage reels will be fabricated from a heavy-duty aluminum reel joined together by a 1-1/2 inch aluminum axle. This unit must ride easily on four hard rubber wheels.

C. 31" octagonal pace clocks will be provided on portable carts with battery power.

Maintenance Equipment:

A. Wall brush will be a flexible polyethylene material with five (5) rows of nylon bristles. Pool brush holder will be permanent mold cast aluminum with hydrofoil flap.

B. Skimming net head will consist of one-piece molded plastic frame with a reinforced, integral handle bracket suitable for quick attachment to a standard 1 1/4 or 1 1/2 inch diameter handle using bolts and wing nut.

C. Adjustable telescopic and stainless steel poles to will be provided.

D. Testing kit to feature liquid reagents, color comparator, water-proof instructions and treatment charts, chemistry guide and watergram. Test kit to have the ability to test for free and total chlorine (0.5 – 5.0 ppm), bromine (1-10 ppm), pH (7.0 – 8.0), acid and base



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- demand, total alkalinity, calcium hardness and cyanuric acid.
- E. A vacuum cleaner will be provided with pump and strainer.
- F. Stainless steel cleaner will be provided.

Safety Equipment:

- A. Ring buoys and extension ropes will be provided.
- B. Life hook and an aluminum extension pole will be provided.
- C. Spineboards will be provided with head immobilizer, head strap, body straps, side roll ups, adhesive strips and required staples.
- D. A first aid kit will be a 24 unit kit per American Red Cross standards as manufactured by Swift First Aid, or equal.
- E. Rescue tubes for each lifeguard chair will be provided.
- F. A safety eye wash station will be a self-contained system in which eyewash bottles are securely positioned in a portable holder. Eyewash bottles will be 32 ounces and easily removable from case, and will contain a sterile, saline solution with the ability to neutralize a varying quantity acids or caustics.
- G. A safety eyeglasses dispenser station containing ten (10) pairs of safety glasses will be provided.



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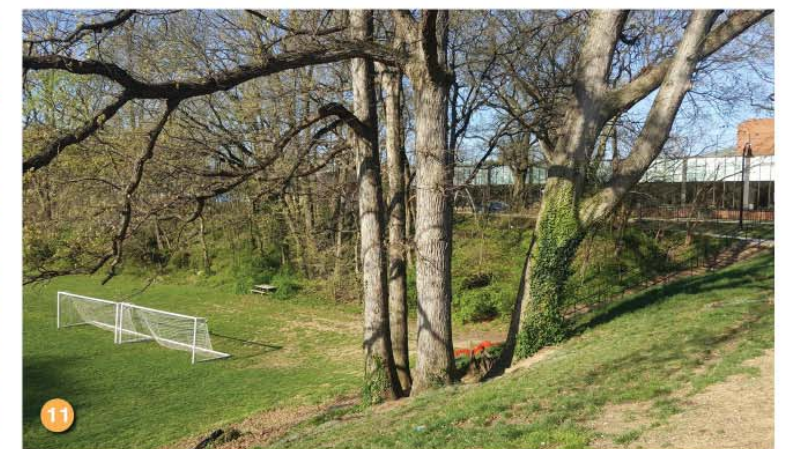
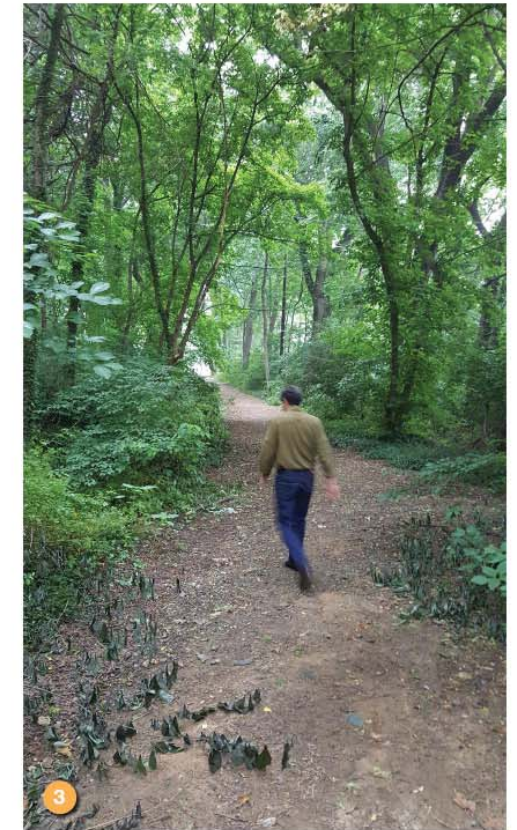
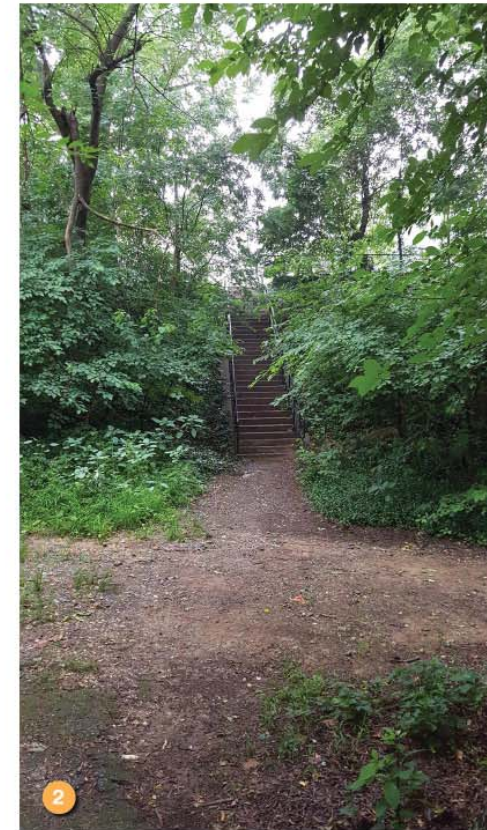
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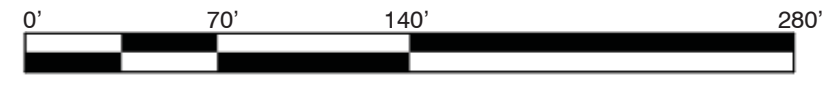


- KEY**
- 1 Tennis courts & practice wall
 - 2 Play field
 - 3 Backstop
 - 4 Concrete path
 - 5 Live Oak trees
 - 6 Drainage swale
 - 7 Compacted gravel/ dirt path
 - 8 Asphalt path
 - 9 Community center
 - 10 Basketball court
 - 11 Synthetic turf field
 - 12 Playgrounds
 - 13 Steep slopes
 - 14 Drainage inlet
 - 15 Modular class rooms





- Site Furniture:**
- Bench
 - Trash/ Recycle Bins
 - ▬ Picnic Tables
 - B Bike Rack
 - D Drinking Fountain
 - Light Poles





OPPORTUNITIES AND CONSTRAINTS

OPORTUNITIES:

1. Creates an celebratory open space at gateway of neighborhood and park
2. Keeps excavation away from existing heritage trees
3. Provides proximity to drop off and on-street parking for pool users from NW 37th Street
4. Keeps two tennis courts and separate practice wall area
5. Provides a high school regulation size soccer field
6. Utilizes building as a retaining wall on west slope
7. Includes public bathrooms outside of pool building for park users
8. Provides ADA access to pool, bathrooms, and tennis courts
9. Direct access to building from service drive
10. Provides a large bio-retaining area east of the soccer field to capture site run off.
11. Provides a circuitous multi-purpose path around field with benches
12. Provides a picnic area at the southwest side of the soccer field in a shaded area for group gatherings
13. Provides additional plantings on north, south and west slopes for increase visual buffering
14. Enhances overall park usability while maintaining a natural appearance.

CONSTRAINTS:

1. Creates the need for a +/- 15ft tall retaining wall along the south side of the property
2. Increases vehicular use along NW 37th Street
3. Lengthy service drive to reach pool building





Aerial view facing north at pool and tennis courts



View of pool and tennis courts - facing south



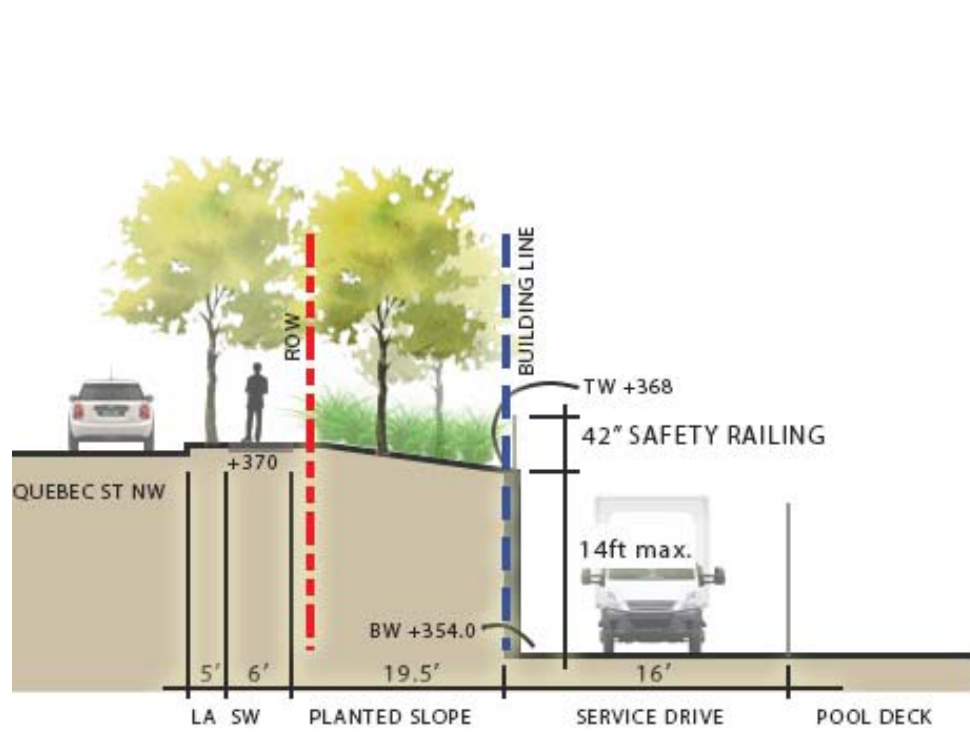
View from corner of 37th Street and Quebec Avenue facing northeast at proposed pool building green roof and entrance.



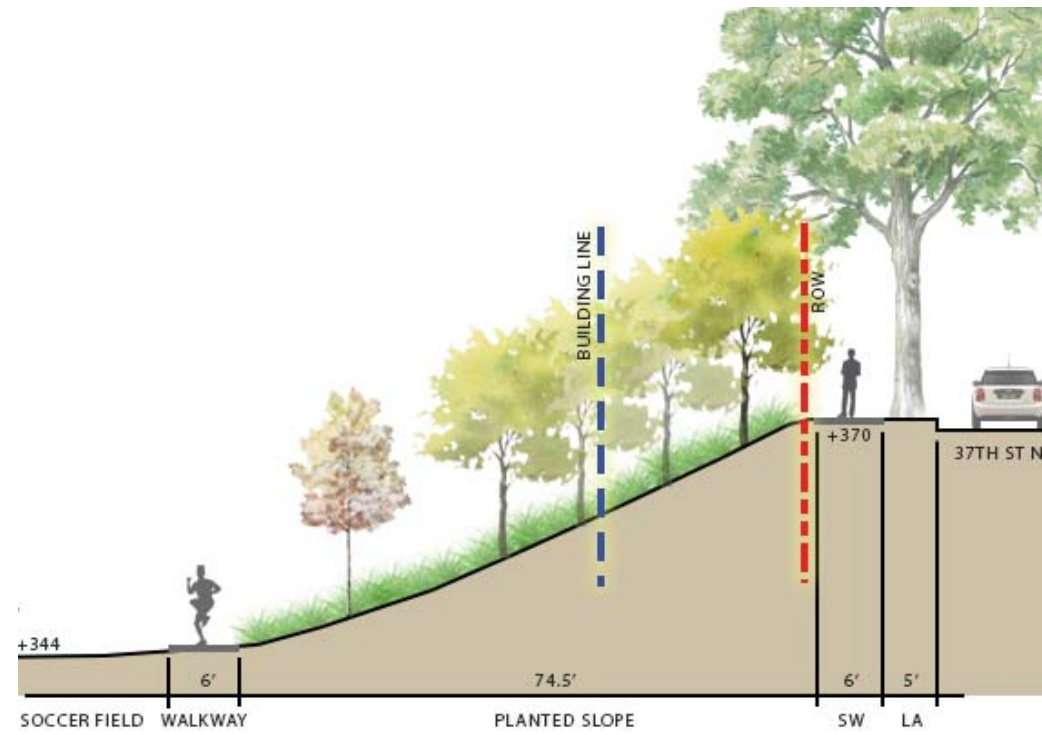
View facing southeast from top of stairs at 37th Street NW.



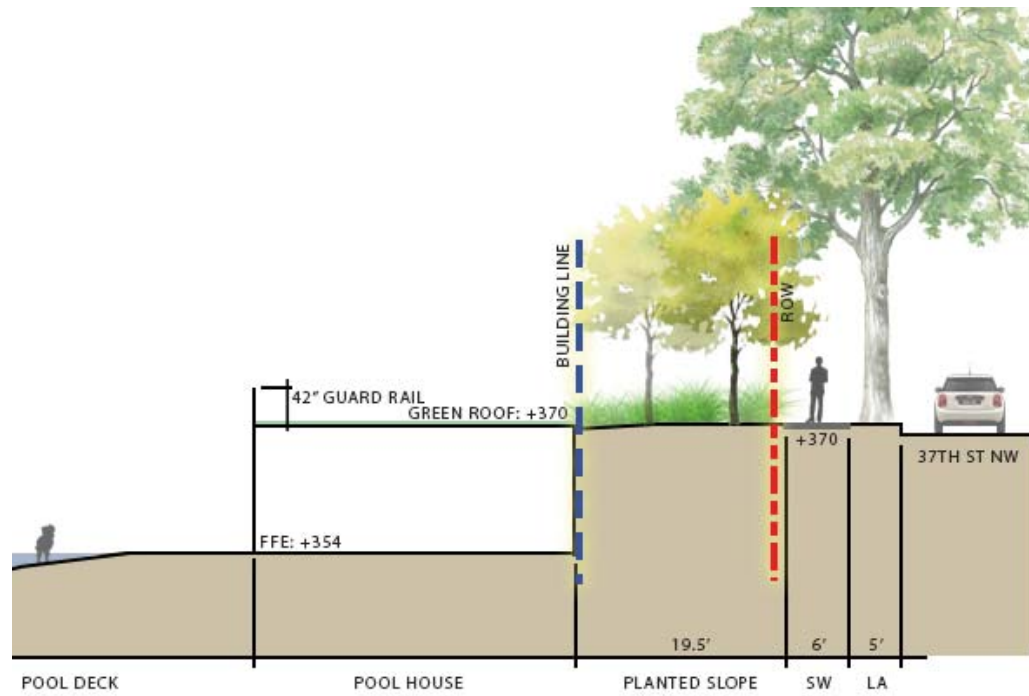
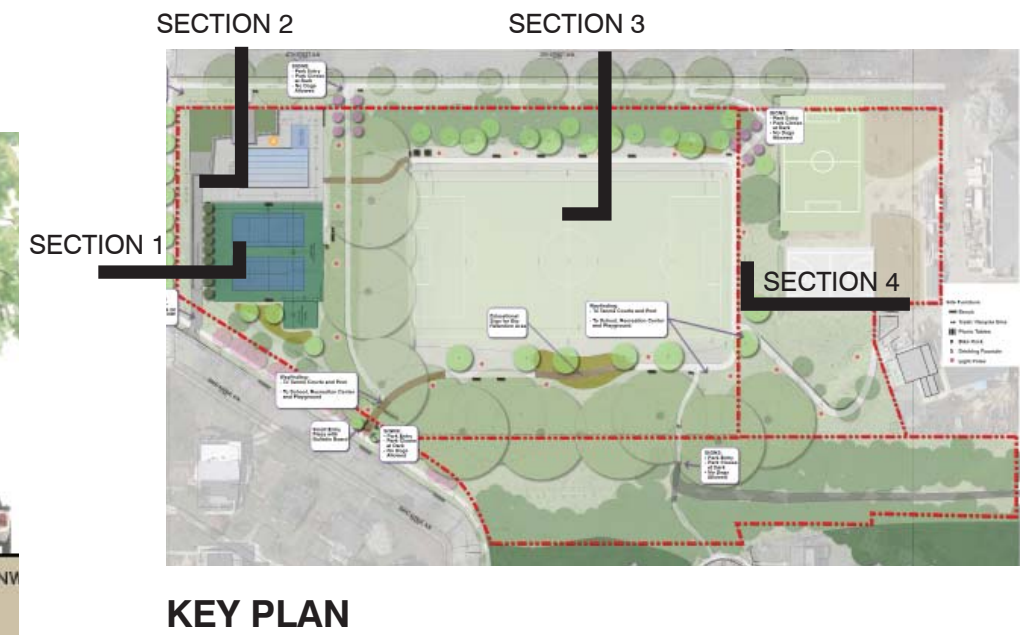
View of bio-retention area with raised path. Soccer field in background - facing north



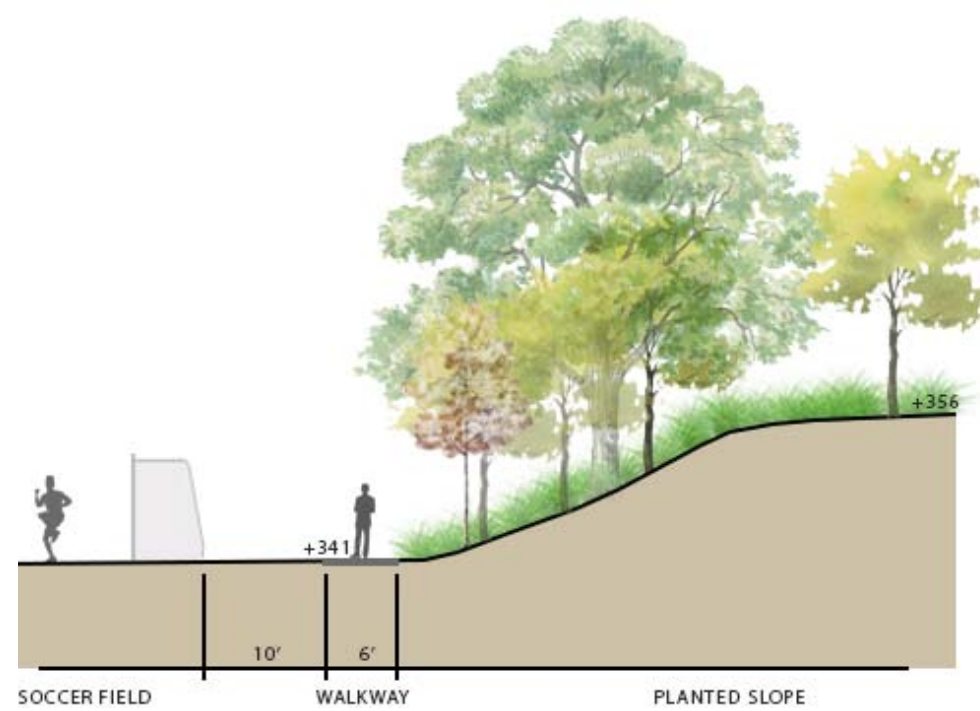
Section 1 - Quebec Road facing north (Option 1 and 2)



Section 3 - 37th Street at existing slope facing south (Option 1 and 2)



Section 2 (Opt 1) - 37th Street at pool building facing south

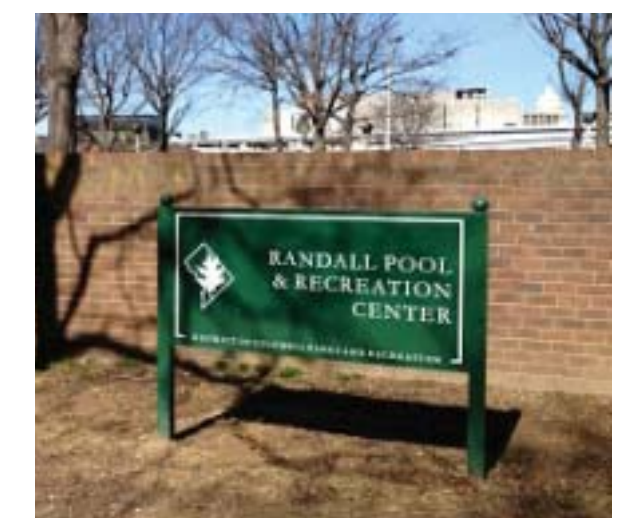


Section 4 - north park boundary facing west (Option 1 and 2)



PARK RULES PARK IS OPEN FROM DAWN TO DUSK	REGLAMENTO DEL PARQUE EL PARQUE ABRE DESDE EL AMANECEER HASTA EL ANOCHECER
YES	Si es permitido
SOCIALIZING	SOCIALIZAR
PETS ON LEASH	MASCOTAS CON CORREA
EXPLORING	EXPLORAR
CHILDREN SHALL BE ACCOMPANIED BY AN ADULT	LOS NIÑOS DEBEN ESTAR ACOMPAÑADOS DE UN ADULTO
NO	NO es permitido
SMOKING	FUMAR
LITTERING	TIRAR BASURA
BARE FEET	PIES DESCALZOS
GLASS CONTAINERS	ENVASES DE VIDRIO
EXCESSIVE NOISE OR LOUD MUSIC	RUIDO EXCESIVO O MUSICA FUERTE

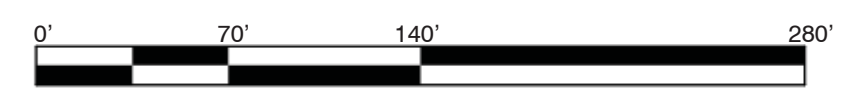
DPR "Park Rules" Sign



DPR Park Entry Sign

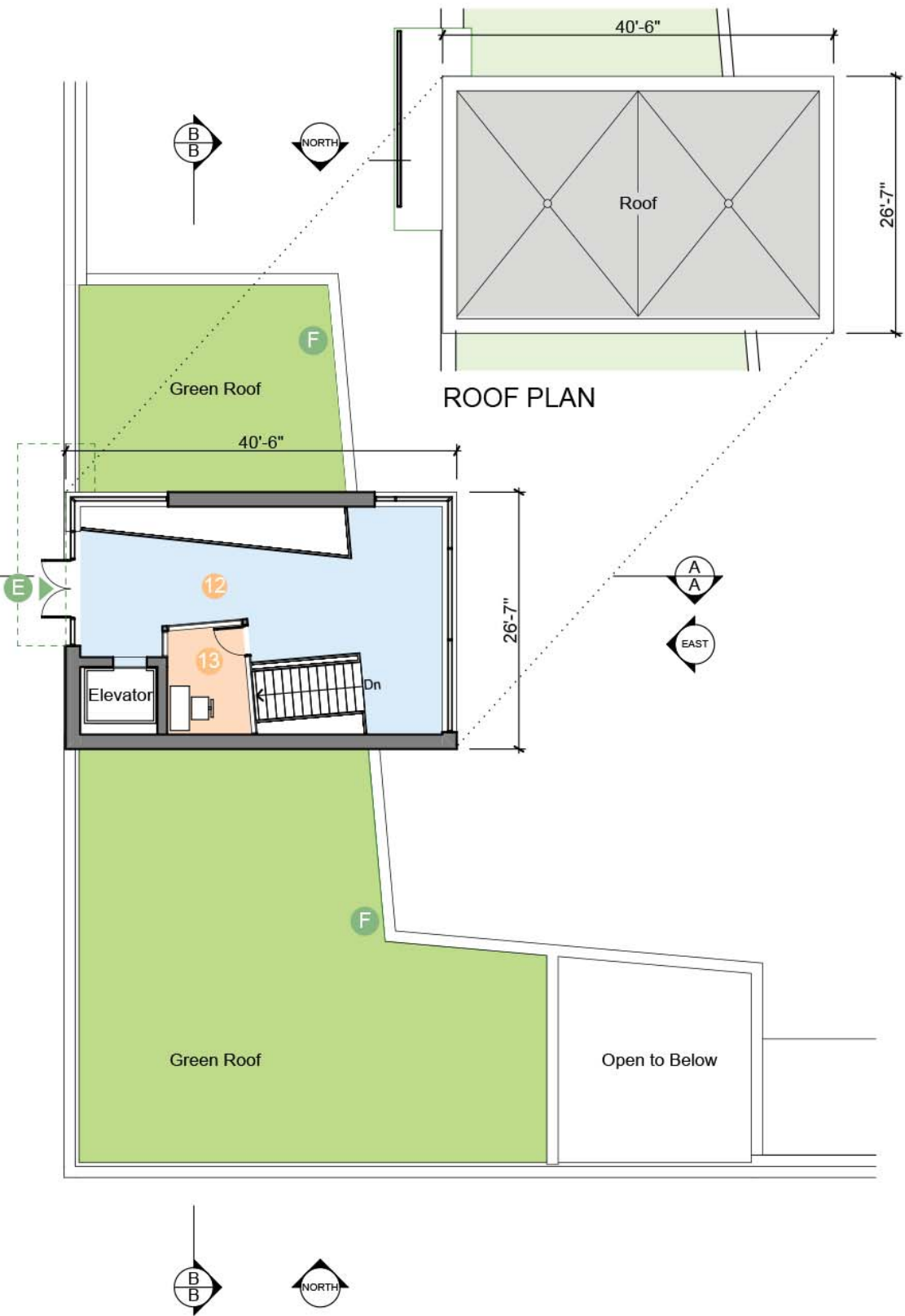


Bio retention educational Sign

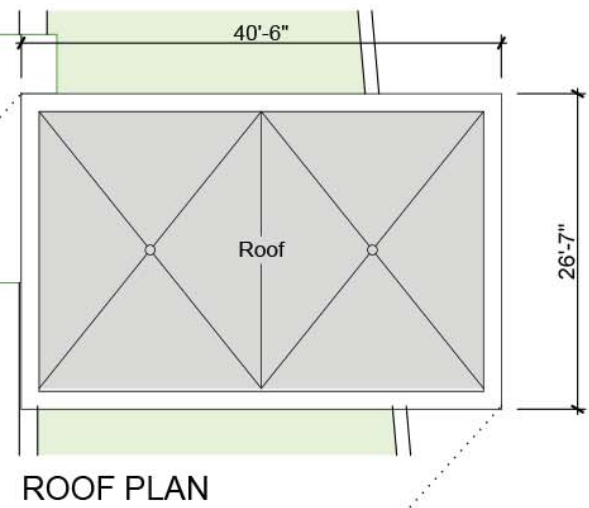




FIRST FLOOR PLAN



SECOND FLOOR PLAN



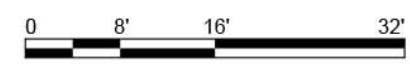
ROOF PLAN

PROGRAM

FIRST FLOOR	
SPACES	NET AREA
1 LOBBY	635 SF
2 LIFEGUARD / FIRST AID	210 SF
3 OFFICE	120 SF
4 OFFICE STORAGE	90 SF
5 POOL DECK EQUIPMENT STORAGE	150 SF
6 MENS RESTROOM	440 SF
7 WOMENS RESTROOM	440 SF
8 STORAGE / TRASH ROOM	140 SF
9 POOL EQUIPMENT	215 SF
10 CHEMICAL STORAGES	50 SF
11 TRASH EQUIPMENT YARD	420 SF
SUBTOTAL	2,910 SF
SECOND FLOOR	
12 LOBBY	480 SF
13 OFFICE	85 SF
SUBTOTAL	565 SF
TOTAL NET AREA	3,475 SF

LEGEND

- A SHEETING AND SHORING
- B RETAINING WALL
- C DECK ENTRY
- D RESTROOM / SHOWER ENTRY
- E 37th STREET ENTRY
- F 54" PARAPET GUARD WALL





BUILDING SECTION A-A



BUILDING SECTION B-B

PROGRAM

FIRST FLOOR

SPACES

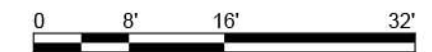
- 1 LOBBY
- 2 LIFE GUARD / FIRST AID
- 3 OFFICE
- 4 OFFICE STORAGE
- 5 POOL DECK EQUIPMENT STORAGE
- 6 MENS RESTROOM
- 7 WOMENS RESTROOM
- 8 STORAGE / TRASH ROOM
- 9 POOL EQUIPMENT
- 10 CHEMICAL STORAGES
- 11 TRASH EQUIPMENT YARD

SECOND FLOOR

- 12 LOBBY
- 13 OFFICE

LEGEND

- A SHEETING AND SHORING
- B RETAINING WALL
- C DECK ENTRY
- D RESTROOM / SHOWER ENTRY
- E 37th STREET ENTRY
- F 54" PARAPET GUARD WALL



OWNER



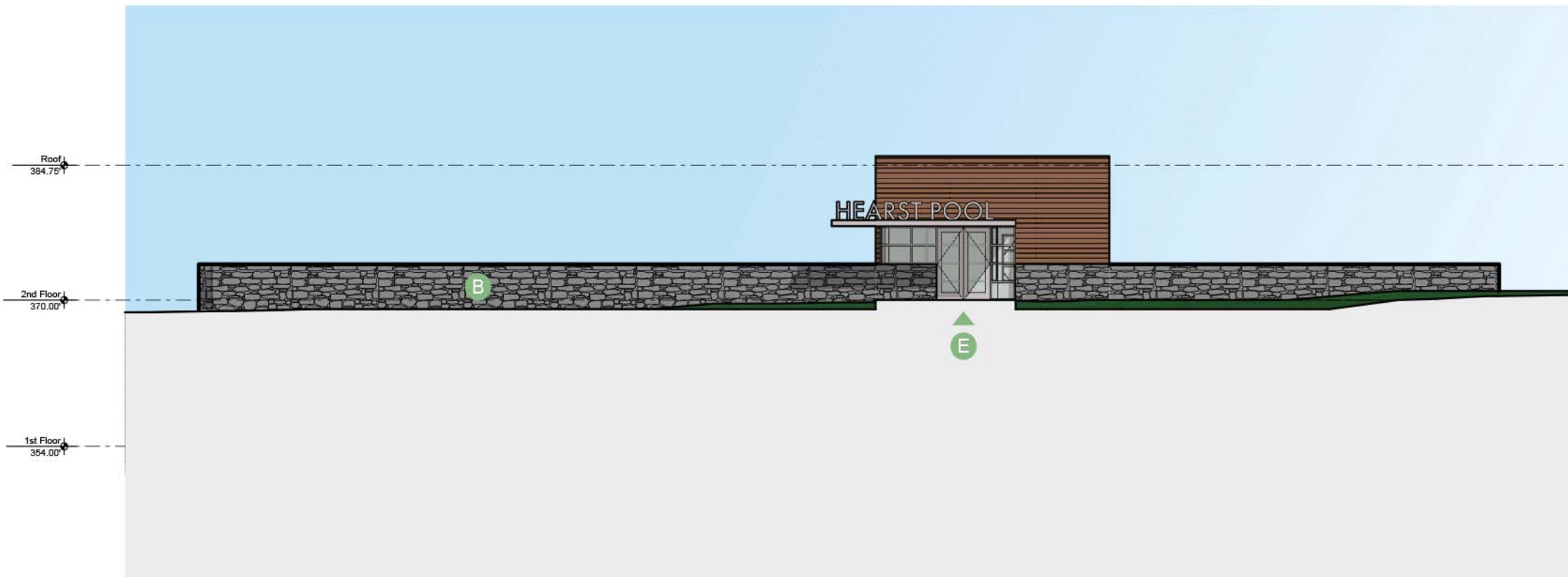
Building Sections

cox graae + spack architects

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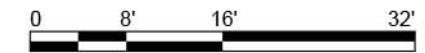
EAST ELEVATION



WEST ELEVATION

LEGEND

- A SHEETING AND SHORING
- B RETAINING WALL
- C DECK ENTRY
- D RESTROOM / SHOWER ENTRY
- E 37th STREET ENTRY
- F 54" PARAPET GUARD WALL
- G TRASH / STORAGE ROOM ENTRY



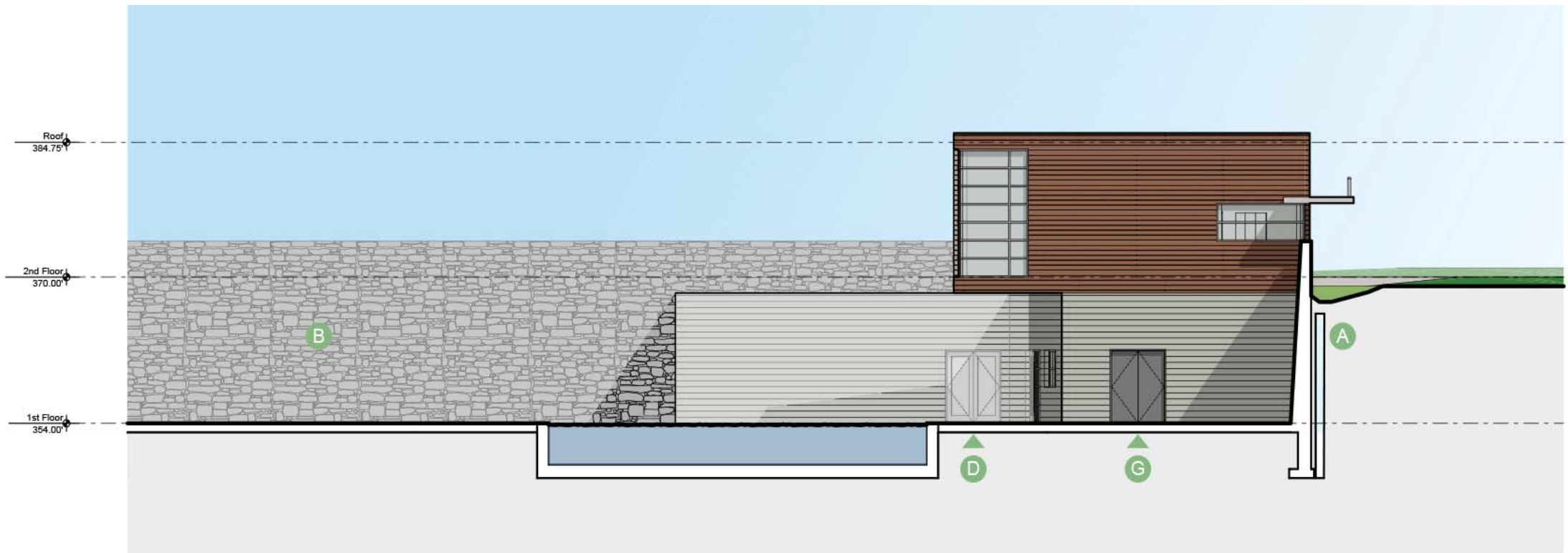
OWNER



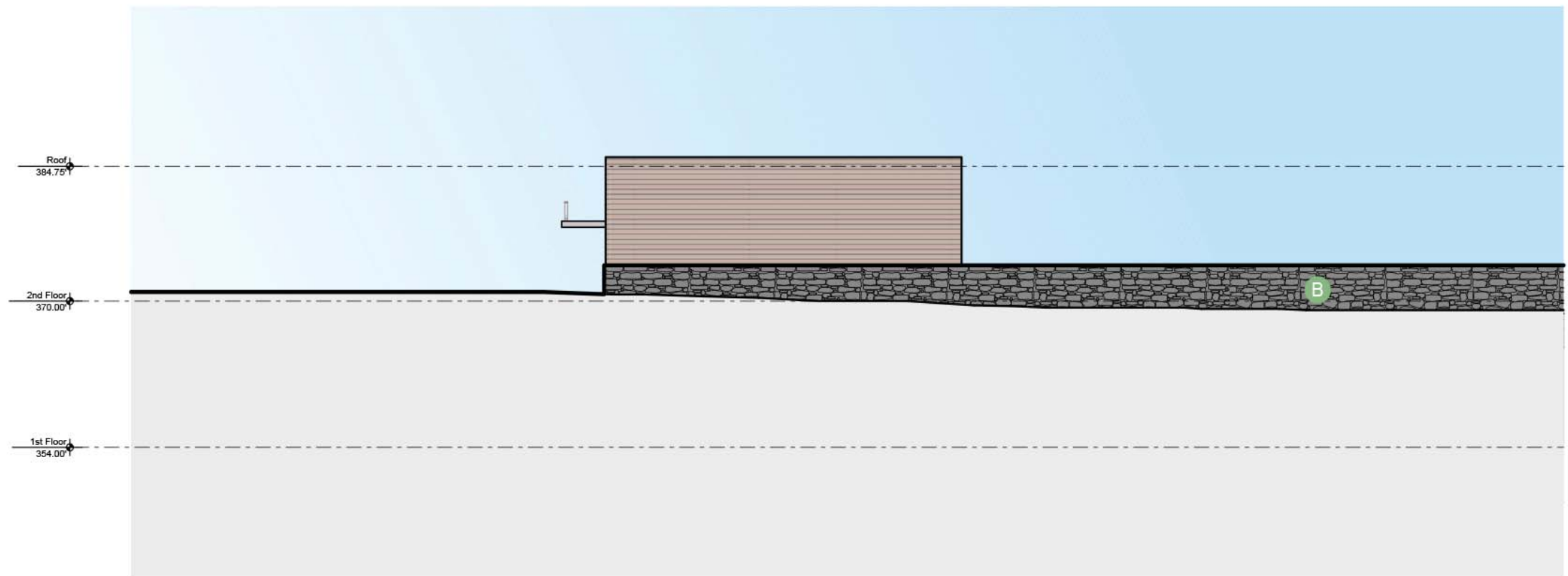
Building Elevations

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EAST ELEVATION



WEST ELEVATION

LEGEND

- A SHEETING AND SHORING
- B RETAINING WALL
- C DECK ENTRY
- D RESTROOM / SHOWER ENTRY
- E 37th STREET ENTRY
- F 54" PARAPET GUARD WALL
- G TRASH / STORAGE ROOM ENTRY

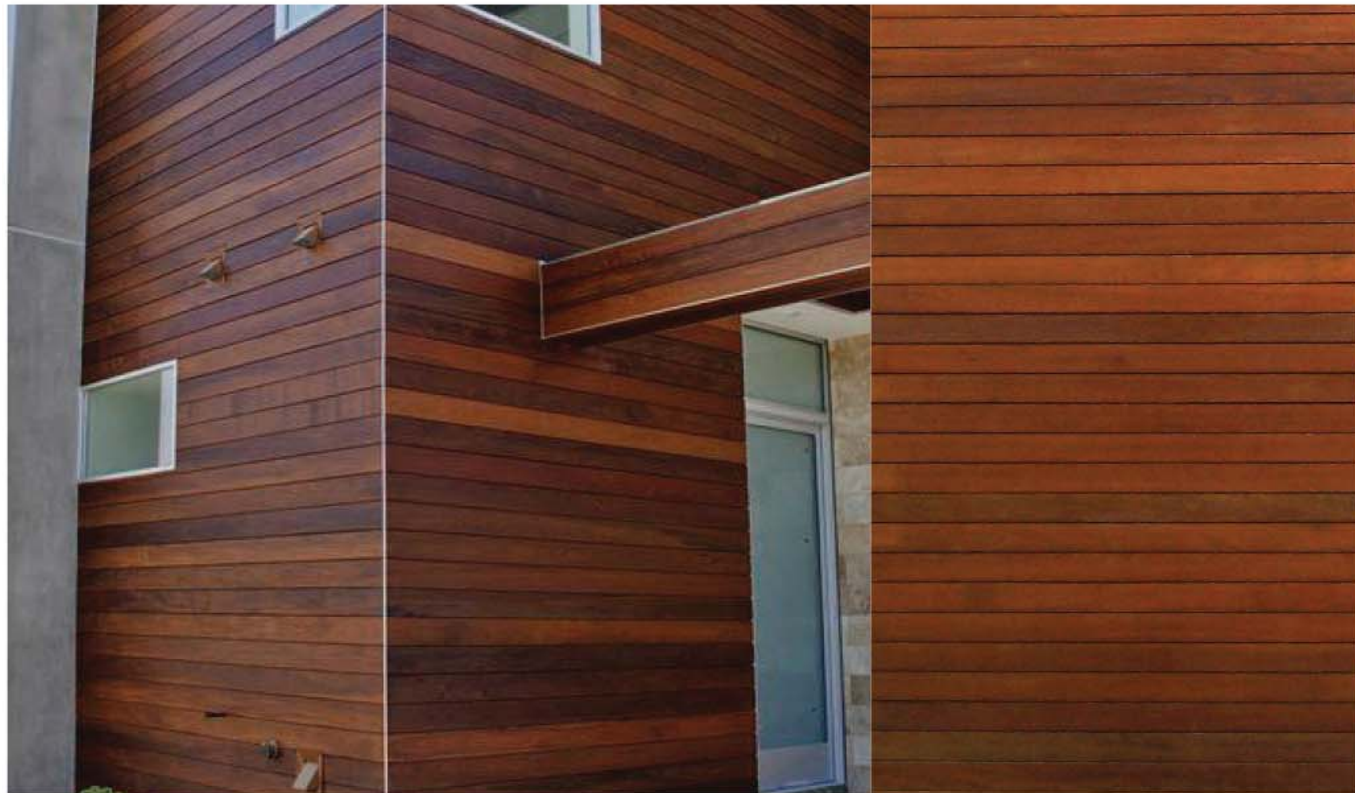




Rubble Stone Retaining Wall



Metal Panel Cladding



Wood Siding



Aluminum Window System

Sun Shade



Vertical Profiled Metal Panel



Ground Faced Concrete Masonry Units



Horizontal Profiled Metal Panel



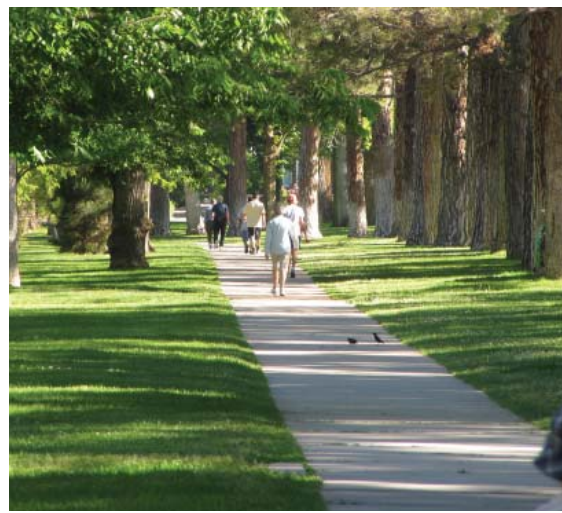
Board Formed Concrete



Terra Cotta Wall Panels



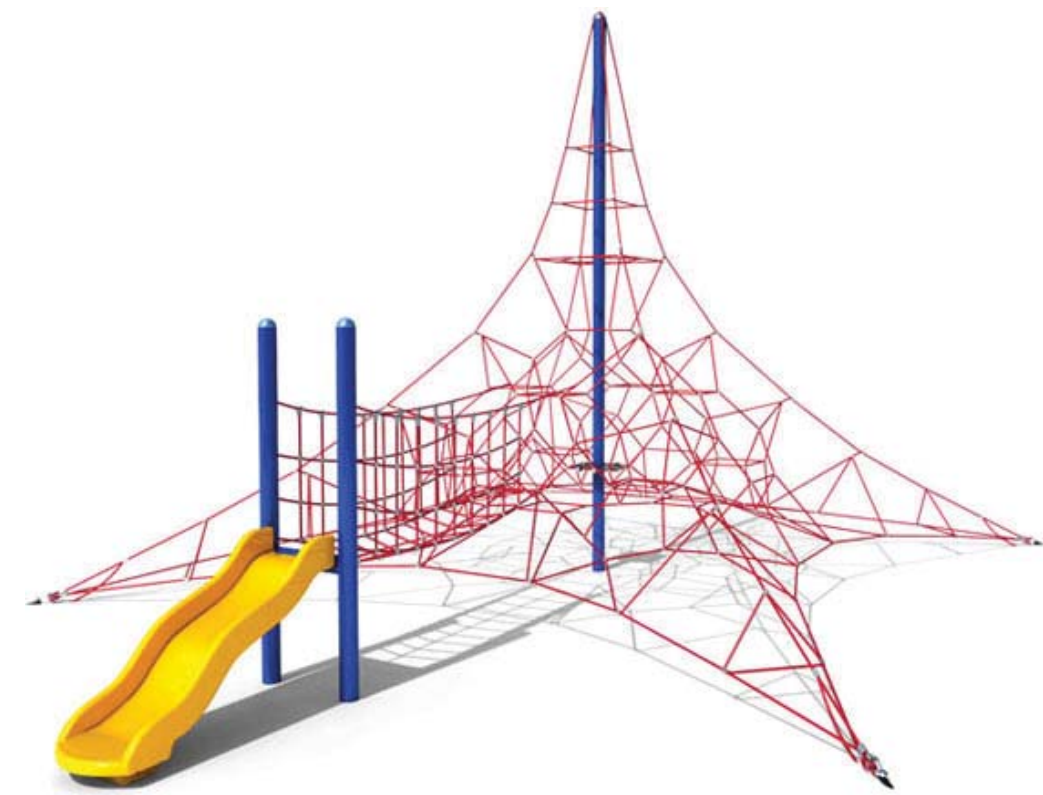
DPR standard ribbon backless bench for tennis courts by Dumor, Inc.



Concrete Walkway



Raised wood or metal path adjacent to heritage trees



Canvas shade sails over selected play areas



DPR standard 21 in. metal grill by Dumor, Inc.



DPR standard inverted "U" bike rack



DPR standard ribbon metal 48 in. square picnic table by Dumor, Inc.



DPR standard ribbon metal bench by Dumor, Inc.



DPR standard ribbon metal litter and recycle bins by Dumor, Inc.



DPR standard Drinking Fountain by Elkay, Inc.



Canvas shade sails over selected play equipment



Fagus grandiflora
 American Beech
 Height: 50'
 Bloom: April-May | Yellow-Green
 Fall Interest



Betula nigra 'Heritage'
 River Birch
 Height: 80'
 Bloom: April-May | Brown
 Fall Interest



Carpinus caroliniana 'Palisade'
 American Hornbeam
 Height: 30'
 Bloom: February | White-Green
 Fall Interest



Prunus serrulata 'Kwanzan'
 Kwanzan Cherry Tree
 Height: 25'
 Bloom: April | Pink
 Fall Interest



Gleditsia triacanthos
 Honeylocust Tree
 Height: 70'
 Bloom: April-May | Yellow-Green
 Fall Interest



Amelanchier arborea
 Common Serviceberry
 Height: 36'
 Bloom: April-May | White-Green
 Spring Interest



Carex pensylvanica
 Pennsylvania Sedge
 Height: 6-18"
 Fall Interest

Chasmanthium latifolium
 Sea Oats
 Height: 2-5'
 Bloom: July-September | Tan

Eupatorium hyssopifolium
 Hyssop-leaved Thoroughwort
 Height: 1-4'
 Bloom: July-October | White

Schizachyrium scoparium Little
 Bluestem
 Height: 1-4'
 Bloom: July-October | White

Pennisetum alopecuroides 'Hameln'
 Fountain Grass
 Height: 1.5-2.5'
 Bloom: August-October | white

FERNS



Dryopteris cristata
 Crested Wood Fern
 Height: 18-30" bioretention | Evergreen

GROUNDCOVER / VINES



Asarum canadense
 Wild Ginger
 Height: 6"
 Semi-evergreen



Viburnum dentatum
 Arrowwood Viburnum
 Height: 10'
 Bloom: May-June | White



Rhododendron
 Azalea
 Height: 4-5'
 Bloom: April-June | Red, White, Pink,
 Lavender



Euonymus fortunei 'Emerald 'n' Gold'
 Wintercreeper Euonymus
 Height: 1.5-2'
 Bloom: June | Greenish white or yellow
 Fall Interest



Spiraea japonica
 Japanese Meadowsweet
 Height: 4-6'
 Bloom: June-July | Pink



Rudbeckia hirta
Black-eyed Susan
Height: 1-3'
Bloom: June-October | Yellow

Solidago flexicaulis
Broad Leaf Or Zig Zag Goldenrod
Height: 1-3"
Bloom: June-October | Yellow

Iris versicolor
Blue Flag
Height: 3'
Bloom: May-June | Blue
Bioretention

Echinacea purpurea
Purple Coneflower
Height: 5'
Bloom: June-August | Purplish-Pink



Leucanthemum x superbum 'Becky'
Shasta Daisy
Height: 4'
Bloom: July-September | White
with Yellow Center

Perovskia atriplicifolia
Russian Sage
Height: 5'
Bloom: July-October | Lavender-Blue

Agastache 'Blue Fortune'
Giant Hyssop
Height: 2-3'
Bloom: July-September | Blue

Geranium macrorrhizum
Bigroot Cranesbill
Height: 1'
Bloom: April-July | Magenta



OWNER



Plant Materials - Perennials and Bulbs

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Mimulus ringens
Allegheny Monkeyflower
Height: 1-3'
Bloom: June-September | Purple



Penstemon digitalis
'Husker Red'
Husker Red Penstemon
Height: 2-3'
Bloom: April-June | Purple



Fothergilla gardenii 'Mount Airy'
Dwarf Fothergilla
Height: 1.5-3'
Bloom: April-May | White
Fall Interest



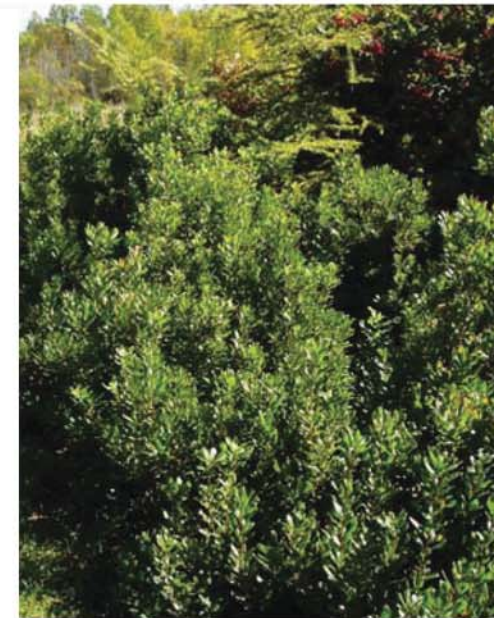
Ilex glabra 'Nigra'
Nigra Inkberry Holly
Height: 5-8' Bloom: April |
White Evergreen



Ilex verticillata
Winterberry Holly
Height: 3-12'
Bloom: June-July | Green-white
Year Round Interest



Kalmia angustifolia 'Little Linda'
Mountain Laurel
Height: 3'
Bloom: May-June | White-pink
Spring Interest



Myrica pennsylvanica
Northern Bayberry
Height: 6-8'
Bloom: May | Yellow-green
Winter Interest



Yellow Twig Dogwood
Red Twig Dogwood
Height: 6'
Bloom: May-June | White

Cornus sericea 'Cardinal'
Red Twig Dogwood
Height: 9'
Bloom: May-June | White

Attachment B

[Offeror's Letterhead]

[Insert Date]

Franklin Austin
Contracting Officer
Contracts & Procurement
Department of General Services
1250 14th Street NW, 8th Floor
Washington, DC 20009

Reference: Request for Proposals (RFP) – **DCAM-18-CS-0055**
CONSTRUCTION MANAGEMENT AT-RISK SERVICES, HEARST PARK
AND POOL

Dear Mr. Austin:

On behalf of [INSERT NAME OF BIDDER] (the "Offeror"), I am pleased to submit this proposal in response to the Department of General Services' (the "Department" or "DGS") Request for Proposals (the "RFP") to provide Construction Management At-Risk Services for the construction of the Hearst Park and Pool Renovation project. The Offeror has reviewed the RFP and the attachments thereto, any amendments thereto, and the proposed Form of Contract (collectively, the "Bid Documents") and has conducted such due diligence and analysis as the Offeror, in its sole judgment, has deemed necessary in order to submit the Offeror's Bid in response to the RFP. The Offeror's proposal, the Preconstruction Fee (as defined in paragraph A), Construction management Fee (as defined in paragraph B) and the Maximum Cost of General Conditions (as defined in paragraph C) are based on the Bid Documents as issued and assume no material alteration of the terms of the Bid Documents (collectively, the proposal, the Preconstruction Fee, Construction Management Fee, and the Maximum Cost of General Conditions are referred to as the "Offeror's Bid.>").

The Offeror's Bid is as follows:

- A. Preconstruction Fee is: \$ _____
- B. The Construction Management Fee is: \$ _____

The Offeror acknowledges and understands that Design-Build Fee is a firm, fixed price and other than as permitted in the Form of Contract will not be subject to further adjustment. The Offeror further acknowledges that Ten Percent (10%) of the Construction Management Fee shall be at risk, and the Offeror shall be entitled such portion if such portions are earned in accordance with the Form of Contract.

C. The estimated cost of the Offeror’s general conditions (the “Maximum Cost of General Conditions”) is set forth below. The Maximum Cost of General Conditions consists of the following elements:

Cost of construction staff (only field staff are reimbursable)	\$ _____
Fringe Benefits associated with field staff costs	\$ _____
Payroll taxes and payroll insurance associated with field staff costs	\$ _____
Staff costs associated with obtaining permits and approvals	\$ _____
Out-of-house consultants	\$ _____
Travel, Living and Relocation expenses	\$ _____
Job vehicles	\$ _____
Field office for CM including but not limited to:	\$ _____
• Trailer purchase and/or rental	
• Field office installation, relocation and removal	
• Utility connections and charges during the Construction Services phase	
• Furniture	
• Field offices for the Office and Program Manager	
• Office supplies	
Office equipment including but not limited to:	\$ _____
• Computer hardware and software	
• Fax machines	
• Copy machines	
• Telephone installation, system and uses charges	
Job radios	\$ _____
Local delivery and overnight delivery costs	\$ _____
Field computer network	\$ _____
First aid facility	\$ _____
Progress photos	\$ _____
Printing cost for drawings, bid packages, etc.	\$ _____
Other (please itemize)	\$ _____
 Total Maximum Cost of General Conditions	 \$ _____

The Offeror acknowledges and understands that the Maximum Cost of General Conditions will be incorporated into the contract and that the Offeror will not be permitted to exceed the Maximum Cost of General Conditions unless it first obtains the written approval of the Department.

C. In addition, the Offeror hereby represents that, based on its current rating with its surety, the indicated cost of a payment and performance bond is [INSERT PERCENTAGE].

The Offeror’s Bid is based on and subject to the following conditions:

1. The Offeror agrees to hold its proposal open for a period of at least one hundred and twenty (120) days after the date of the bid.

2. Assuming the Offeror is selected by the Department and subject only to the changes requested in paragraph 5, the Offeror 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. In the event the Offeror fails to do so, the Department shall have the right to levy upon the Offeror's bid bond.

3. Both the Offeror and the undersigned represent and warrant that the undersigned has the full legal authority to submit this bid form and bind the Offeror to the terms of the Offeror's Bid. The Offeror further represents and warrants that no further action or approval must be obtained by the Offeror in order to authorize the terms of the Offeror's Bid. In addition to any other remedies that the Department may have at law or in equity, the Department shall have the right to levy upon Bidder's Bid Bond in the event of a breach of this paragraph 3.

4. The Offeror 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 proposal in response to the RFP 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 proposal in response to the RFP; or (iii) otherwise engaged in conduct that would violate applicable anti-trust law.

5. The Offeror's proposal is subject to the following requested changes to the Form of Contract: [INSERT REQUESTED CHANGES. OFFERORS ARE ADVISED THAT THE CHANGES SO IDENTIFIED SHOULD BE SPECIFIC SO AS TO PERMIT THE DEPARTMENT TO EVALUATE THE IMPACT OF THE REQUESTED CHANGES IN ITS REVIEW PROCESS. GENERIC STATEMENTS, SUCH AS "A MUTUALLY ACCEPTABLE CONTRACT" ARE NOT ACCEPTABLE. OFFERORS ARE FURTHER ADVISED THAT THE DEPARTMENT WILL CONSIDER THE REQUESTED CHANGES AS PART OF THE EVALUATION PROCESS.]

6. The Offeror 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 sub-consultant 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.

7. This bid form and the Offeror's Bid are being submitted on behalf of [INSERT FULL LEGAL NAME, TYPE OF ORGANIZATION, AND STATE OF FORMATION FOR THE OFFEROR].

Sincerely,

By: _____

Name: _____

Title: _____

DCAM-18-CS-0055

April 9, 2018

Page 3

BIDDER/OFFEROR CERTIFICATION FORM

COMPLETION			
The person(s) completing this form must be knowledgeable about the Bidder's/Offeror's business and operations.			
RESPONSES			
Every question must be answered. Each response must provide all relevant information that can be obtained within the limits of the law. Individuals and sole proprietors may use a Social Security number but are encouraged to obtain and use a federal Employer Identification Number (EIN). Provide any explanation at the end of the section or attach additional sheets with numbered responses. Include the Bidder's/Offeror's name at the top of each attached page.			
GENERAL INSTRUCTIONS			
This form contains five (5) sections. Section I concerns the bidder's/offeror's responsibility; Section II includes additional required certifications; Section III relates to the Buy American Act (if applicable); Section IV relates to the Walsh-Healey Act; and Section V requires the Bidder's/Offeror'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/Offeror's business entity. Part 2 inquires about current or former owners, partners, directors, officers or principals. Part 3 relates to the responsibility of the Bidder's/Offeror's business. Part 4 concerns the Bidder's/Offeror's business certificates and licenses. Part 5 inquires about legal proceedings. Part 6 relates to the Bidder's/Offeror's financial and organizational status. Part 7 relates to current procurement activity within the Department. Part 8 requires the Bidder/Offeror 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/Offeror'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/Offeror's business was formed or incorporated. Attach a Certificate or Letter of Good Standing from the applicable jurisdiction and a certified Application for Authority from the District, or provide an explanation if the documents are not available.			
State _____		Country _____	
1.3 Please provide a copy of each District of Columbia license, registration or certification that the Bidder/Offeror is required by law to obtain (other than those provided in Subpart 1.2). If the Bidder/Offeror is not providing a copy of its license, registration or certification to transact business in the District of Columbia, it shall either:			
(a) Certify its intent to obtain the necessary license, registration or certification prior to contract award; or			
(b) Explain its exemption from the requirement.			

1.4 If your company, its principals, shareholders, directors, or employees own an interest or have a position in another entity in the same or similar line of business as the Bidder/Offeror, please describe the affiliation in detail.

1.5 If any officer, director, shareholder or anyone holding a financial interest in the Bidder/Offeror has a relationship with an employee of the Department or any District agency for whom the Department is procuring goods or services, please describe the nature of the relationship in detail and identify the employee.

PART 2: INDIVIDUAL RESPONSIBILITY

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).

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/Offeree:	
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/Offeree'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/Offeree:	
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/Offeree 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/Offeree 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/Offeree 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/Offeree 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/Offeree failed to file/pay and the current status of the tax liability.	
6.5 During the past three (3) years, has the Bidder/Offeree 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/Offeree 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/Offeree 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/Offeror failed to comply with the payment agreement, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).

6.7 Indicate whether the Bidder/Offeror owes any outstanding debt to any state, federal or District of Columbia government. Yes No

If "Yes" to Subpart 6.7, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

6.8 During the past three (3) years, has the Bidder/Offeror been audited by any government entity? Yes No

(a) If "Yes" to Subpart 6.8, did any audit of the Bidder/Offeror identify any significant deficiencies in internal controls, fraud or illegal acts; significant violations of provisions of contract or grant agreements; significant abuse; or any material disallowance? Yes No

(b) If "Yes" to Subpart 6.8(a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

PART 7: CONTRACTOR PROCUREMENT ACTIVITY 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/offeror 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/Offeror, directly or indirectly, to any other bidder/offeror or competitor before bid/proposal opening unless otherwise required by law; and

(c) No attempt has been made or will be made by the Bidder/Offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

2.2 The signature on the bid/proposal is considered to be a certification by the signatory that the signatory:

(a) Is the person in the Bidder's/Offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; or

(b) Has been authorized, in writing, to act as an agent for the following principal in certifying that the principal has not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above:

[Insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the Bidder's/Offeror's organization]

(i) As an authorized agent, certifies that the principals named in subparagraph 2.2(b) above have not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; and

(ii) As an agent, has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above.

2.3 If the Bidder/Offeror deletes or modifies subparagraph 2.1(b) above, the bidder/offeror must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

2.4 The Bidder/Offeror certifies that:

(a) there are no other entities related to it that are responding to or bidding on the subject solicitation or invitation to bid. Related entities include, but are not limited to, any entity that shares management positions, board positions, shareholders, or persons with a financial interest in the Bidder/Offeror.

(b) there are no current or former owners, partners, officers, directors, principals, managers, employees or any persons with a financial interest in the Bidder/Offeror who have a financial interest in the request for proposal or invitation for bid or any asset, tangible or intangible, arising out of any contract or scope of work related to the request for proposal or invitation for bid.

With regards to 2.4 (b), if the Bidder/Offeror has knowledge of such a financial interest, please provide a detailed explanation.

PART 3: EQUAL OPPORTUNITY 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/Offeror 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/Offeror 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		
<i>Instructions for Section IV: Walsh-Healey Act.</i>		
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		
<i>Instruction for Section V: This section must be completed by all bidder/offerors.</i>		
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:		
<i>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.</i>		

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.

General Decision Number: DC180002 03/23/2018 DC2

Superseded General Decision Number: DC20170002

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

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

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

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	02/09/2018
3	03/23/2018

ASBE0024-007 10/01/2017

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

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

ASBE0024-008 10/01/2017

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

EXHIBIT A

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

ASBE0024-014 10/01/2017

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

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

BRDC0001-002 04/30/2017

	Rates	Fringes
BRICKLAYER.....	\$ 30.91	10.24

CARP0177-003 05/01/2017

	Rates	Fringes
CARPENTER, Includes Drywall Hanging, Form Work, and Soft Floor Laying-Carpet.....	\$ 28.36	11.53

CARP0179-001 05/01/2017

	Rates	Fringes
PILEDRIVERMAN.....	\$ 29.94	10.95

CARP0219-001 05/01/2017

	Rates	Fringes
MILLWRIGHT.....	\$ 32.49	11.23

* ELEC0026-016 11/06/2017

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

ELEC0026-017 09/05/2016

EXHIBIT A

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

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

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

 ELEV0010-001 01/01/2018

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

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

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

 IRON0005-011 06/01/2017

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

 LABO0011-009 06/01/2017

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

FOOTNOTE: Potmen, power tool operator, small machine operator, signalmen, laser beam operator, waterproofer, open caisson, test pit, underpinning, pier hole and

EXHIBIT A

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 04/30/2017

	Rates	Fringes
MARBLE/STONE MASON.....	\$ 36.91	16.55

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 04/30/2017

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 27.44	11.44

 MARB0003-007 04/30/2017

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 22.51	10.50

 MARB0003-008 04/30/2017

	Rates	Fringes
TILE SETTER.....	\$ 27.44	11.44

 MARB0003-009 04/30/2017

	Rates	Fringes
TILE FINISHER.....	\$ 22.51	10.50

 PAIN0051-014 06/01/2017

	Rates	Fringes
GLAZIER		

EXHIBIT A

Glazing Contracts \$2 million and under.....	\$ 25.74	11.55
Glazing Contracts over \$2 million.....	\$ 29.87	11.55

PAIN0051-015 06/01/2017

	Rates	Fringes
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PAINTER

Brush, Roller, Spray and Drywall Finisher.....	\$ 25.06	9.66
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PLAS0891-005 07/01/2016

	Rates	Fringes
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PLASTERER.....	\$ 28.83	6.05
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PLAS0891-006 02/01/2018

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

	Rates	Fringes
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FIREPROOFER

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

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

PLUM0005-010 08/01/2017

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

EXHIBIT A

PLUM0602-008 08/01/2017

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

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

ROOF0030-016 05/01/2016

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

SFDC0669-002 04/01/2017

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

SHEE0100-015 07/01/2017

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 40.27	18.74+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

EXHIBIT A

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

EXHIBIT A

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

EXHIBIT A

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

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				
PENAL SUM OF BOND				
SURETY(IES) (Name(s) and Address(es))	AMOUNT NOT TO EXCEED			5% OF BID
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	
PROPOSAL IDENTIFICATION				
PROPOSAL CLOSING DATE		REQUEST FOR PROPOSAL NO.		

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety(ies) hereto are firmly bound to the District of Columbia Government, a municipal corporation, hereinafter called "the District", in the above penal sum for the payment of which we bind ourselves, our heirs, executors, and successors, jointly and severally; Provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly" and "severally" only for the purpose of allowing a joint action against any or all of us, and for all other purposes each Surety bonds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the bid identified above. **NOW THEREFORE**, if the Principal shall not withdraw said bid within the period specified therein after the receipt of the same, or, no period be specified, within ninety (90) calendar days after said receipt, and shall within the period specified therefore, or, if no period be specified, within ten (10) calendar days after being called upon to do so, furnish Performance & Payment Bonds with good and sufficient surety, as may be required, for the faithful performance and proper fulfillment of the Contract, and for the protection of all persons supplying labor and material in the prosecution of the work provided for in such Contract or, in the event of withdrawal of said bid, within the period specified, or the failure to furnish such bond within the time specified, if the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue. Each Surety executing this bond hereby agrees that its obligation shall not be impaired by extension(s) of time for acceptance of the bid that the Principal may grant to the District, notice of which extension(s) to Surety (ies) being hereby waived: Provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

IN WITNESS WHEREOF, the Principal and Surety (ies) have executed this bid bond and have affixed their seals on the date set forth above.

PRINCIPAL		
1. SIGNATURE	1. ATTEST	Corporate Seal
Seal		
Name & Title (typed)	Name & Title (typed)	
2. SIGNATURE	2. ATTEST	Corporate Seal
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.

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 Contract of his/her determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed; a failure to submit a request for adjustment in the time

prescribed shall constitute waiver of all right to compensation related to the suspension of work by the Contractor.

4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term of condition of this contract.

C. SIGNIFICANT CHANGES IN THE CHARACTER OF WORK:

1. The Contracting Officer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Contracting Officer may determine to be fair and reasonable.
3. If the alterations or changes in quantities significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - a. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - b. When an item of work is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in the case of a decrease below 75 percent, to the actual amount of work performed.

ARTICLE 5. TERMINATION

TERMINATION GENERALLY-Termination, whether for default or convenience, is not a Government claim. The Contracting Officer may terminate a contract for default, in whole or in part, if the termination is in the best interests of the Government, and the Contractor does any of the following:

- (a) Fails to deliver the goods or complete the work or services within the time specified in the contract or any modification;
- (b) Fails to make sufficient progress on contract performance so as to endanger performance of the contract within the time specified or in the manner specified in the contract;
- (c) Fails or refuses to go forward with the work in accordance with the direction of the Contracting Officer;
- (d) Expresses through word or conduct an intention not to complete the work in accordance with the directions of the Contracting Officer;
- (e) Fails to perform any of the other provisions of the contract;
- (f) Materially deviates from the representations and capabilities set forth in the Contractor's response to the solicitation.

A termination for default is a final decision of a Contracting Officer. In order to contest a termination for default, the Contractor must submit a certified request to convert the termination for default to a termination for convenience with all documents supporting such conversion and comply with all contract

provisions and laws relating to terminations for convenience, including the submission of a certified termination for convenience settlement proposal. The submission of the certified request for conversion to a termination for convenience and certified termination settlement proposal to the Contracting Officer must occur prior to 90 days from the date of the Contracting Officer's final decision.

DELAYS—If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Contract, or any extension thereof, or fails to complete said work within specified time, the Government may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work involving the delay. In such event the Government may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plant as may have been paid for by the Government or may be on the site of the work and necessary therefore. Whether or not the Contractor's right to proceed with the work is terminated, he and his sureties shall be liable for any liability to the Government resulting from his refusal or failure to complete the work within the specified time.

If fixed and agreed liquidated damages are provided in the Contract and if the Government does not so terminate the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed and accepted.

The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

1. The delay in the completion the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the Government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, climatic conditions beyond the normal which could be anticipated, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers (the term subcontractors or suppliers shall mean subcontractors or suppliers at any tier); and
2. The Contractor, within 72 hours from the beginning of any such delay, (unless the Contracting Officer grants a further period of time before the date of final payment under the Contract) notifies the Contracting Officer in writing of the causes of delay.

The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time far completing the work when, in his judgment, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in Article 7 herein.

If, after notice of termination of the Contractor's right to proceed under the provisions of this Article, it is determined for any reason that the Contractor was not in default under the provisions of this Article, or that the delay was excusable under the provisions of this Article, the rights and obligations of the parties shall be in accordance with Article 6 herein. Failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of Article 7 herein.

The rights and remedies of the Government provided in this Article are in addition to any other rights and remedies provided by law or under the Contract.

The Government may, by written notice, terminate the Contract or a portion thereof as a result of an Executive Order of the President of the United States with respect to the prosecution of war or in the interest of national defense. When the Contract is so terminated, no claim for loss of anticipated profits will be permitted.

ARTICLE 6. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT

- A.** The performance of work under the Contract may be terminated by the Government in accordance with this Article in whole, or in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the Government. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.
- B.** After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, the Contractor shall:
1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
 2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract as is not terminated.
 3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
 4. Assign to the Government, in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the Government shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
 5. Settle all outstanding liabilities and all claims arising out of such termination of orders or subcontracts, with the approval or ratification of the Contracting Officer to the extent he may require, which approval or ratification shall be final for all purposes of this Article.
 6. Transfer title to the Government and deliver in the manner, at the times, and to the extent, if any, directed by the Contracting Officer
 - a. The fabricated or unfabricated parts, work in progress, completed work, supplies, and other material procured as a part of, or acquired in connection with, the performance of the work terminated by the Notice of Termination, and
 - b. The completed, or partially completed plans, drawings information and other property which, if the Contract 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—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. 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, 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. GOVERNMENT EMPLOYEES NOT TO BENEFIT — 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

- 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. 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.



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 (<input checked="" type="checkbox"/> which applies <input type="checkbox"/> Prime Contractor or <input type="checkbox"/> Developer) INFORMATION:		
Company: _____	Contact # _____	Email address: _____
Street Address: _____		
<input checked="" type="checkbox"/> all that applies, Company is: <input type="checkbox"/> a SBE <input type="checkbox"/> a CBE <input type="checkbox"/> CBE Certification Number: _____ <input type="checkbox"/> WILL perform the ENTIRE agency contract or private project with its own organization and resources <input type="checkbox"/> 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 (<input checked="" type="checkbox"/> which applies <input type="checkbox"/> Agency Contract or <input type="checkbox"/> Private Project) INFORMATION:	
AGENCY SOLICITATION	PRIVATE PROJECT
Solicitation Number: _____ Solicitation Due Date: _____ Agency: _____ 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 Dollar Amount of Contract: \$ _____ Total Amount of All SBE/CBE subcontracts: \$ _____ <i>(include every lower tier)</i>	District Subsidy: _____ Agency Providing Subsidy: _____ Amount of District Subsidy: _____ Date District Subsidy Provided: _____ Project Name: _____ Project Address: _____ Total Development Project Budget: \$ _____ <i>(include pre-construction and construction costs)</i> 35% of Total Development Project Budget: \$ _____ Total Amount of All SBE/CBE subcontracts: \$ _____ <i>(include every lower tier)</i>



SBE/ CBE SUBCONTRACTORS (FOR EACH TIER):

SBE/ CBE SUBCONTRACTOR INFORMATION: (For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the contract amount including total design and build costs) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)			
SBE/ CBE Company	Address/Telephone No./ Email	Subcontractor Tier (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: \$ _____ <input checked="" type="checkbox"/> all that applies, 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 Point of Contact Name: _____ Title: _____ Telephone Number: _____ Email Address: _____	

SBE/ CBE SUBCONTRACTOR INFORMATION: (For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the contract amount including total design and build costs) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)			
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: \$ _____ <input checked="" type="checkbox"/> all that applies, 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 Point of Contact Name: _____ Title: _____ Telephone Number: _____ Email Address: _____	

I _____ of _____, swear or affirm the above is true and accurate
 (Name) (Title) (Prime Contractor/ Developer)

 (Signature)

 (Date)

Complete additional copies as needed.



AGENCY CONTRACTING OFFICER'S USE ONLY **OR** AGENCY PROJECT MANAGER'S USE ONLY
 (✓ which applies. Only one option should be selected.)

AGENCY CONTRACT AWARD	PRIVATE PROJECT SUBSIDY AWARD
Agency: _____ Prime Contractor: _____ Contract Number: _____ Date SBE Subcontracting Plan Accepted: _____ Date agency contract signed: _____ Anticipated Start Date of Contract: _____ Anticipated End Date of Contract: _____ Total Dollar Amount of Contract: \$ _____ *Design-Build must include total contract amount for both design and build phase of project. 35% of Total Contract Amount: \$ _____ Total Amount of All SBE/CBE subcontracts: \$ _____ (include every tier) (✓ if applies) <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 own organization and resources and NOT subcontract any portion of services or goods.	Agency Providing Subsidy: _____ District Subsidy: _____ Developer: _____ Amount of District Subsidy: _____ Date District Subsidy Provided/ contract signed: _____ Anticipated Start Date of Project: _____ Anticipated End Date of Project: _____ Project Name: _____ Project Address: _____ Total Development Project Budget: \$ _____ (include pre-construction and construction costs) 35% of Total Development Project Budget: \$ _____ Total Amount of All SBE/CBE subcontracts: \$ _____ (include every lower tier) <input type="checkbox"/> Check if developer is a CBE and will perform the ENTIRE government-assisted project (private project) with its own organization and resources and NOT subcontract any portion of services or goods.

AGENCY CONTRACTING OFFICER'S AFFIRMATION OR AGENCY PROJECT MANAGER'S AFFIRMATION
 (✓ which applies)

The Below Agency Contracting Officer or Agency Project Manager Affirms the following (✓ to affirm):

- If the Beneficiary is a CBE, DSLBD was contacted to confirm Beneficiary's CBE certification;
- The fully executed Contract (Base or Option or Extension or Multi-Year) or subsidy document, between the Beneficiary and Agency, was emailed to DSLBD @ Compliance.Enforcement@dc.gov within five (5) days of signing;
- FOR AGENCY CONTRACT** the SBE Subcontracting Plan, submitted by Beneficiary, was emailed to DSLBD @ Compliance.Enforcement@dc.gov within five (5) days of signing the contract between the Beneficiary and Agency.

 Name of Agency Contracting Officer or Agency Project Manager

 Title of Agency Contracting Officer or Agency Project Manager

 Signature

 Date



**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 GENERAL CONTRACTOR/DEVELOPER ONLY

TOTAL GOVERNMENT ASSISTED FUNDED AMOUNT: _____ DATE _____
 CONTRACT GRANT LOAN TAX ABATEMENT OR EXEMPTION LAND
 TRANSFER LAND DISPOSITION DEVELOP AGREEMENTS TAX INCREMENT
 FINANCING ANY ADDITIONAL LEGISLATION, IF YES _____
D.C. CODE#

GENERAL CONTRACTOR WILL BE REPORTING HIRING OR HOURS WORKED
 PERCENTAGES 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) for recruitment, referral, and placement of District of Columbia residents, is between the District of Columbia Department of Employment Services, (DOES) and EMPLOYER. Pursuant to this Agreement, the EMPLOYER, which includes all contractors and subcontractors, shall use DOES as its first source for recruitment, referral, and placement of new hires or employees for all jobs created by the Government Assisted Project or Contract (Project). The EMPLOYER shall meet the 51% of all new hires be District residents on government projects with government assistance valued between \$300,000 and \$5 million dollars. However, for construction projects that receive government assistance valued at \$5 million or more, Employers shall be required to have the following percentage of hours worked 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. The percentage of hours worked are based on the total number of hours worked on the Project.

The EMPLOYER shall ensure that District of Columbia residents (DC residents) registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% (or 60% where applicable) of all apprenticeship hours worked in connection with the Project.

I. DEFINITIONS

The following definitions shall govern the terms used in this Agreement.

- A. **Apprentice** means a worker who is employed to learn an apprenticeable occupation under the terms and conditions of approved apprenticeship standards.
- B. **Beneficiary** means:
 - 1. The signatory to a contract executed by the Mayor which involves any District of Columbia government funds, or funds which, in accordance with a federal grant or otherwise, the District government administers and which details the number and description of all jobs created by a government-assisted project or contract for which the beneficiary is required to use the First Source Register;
 - 2. A recipient of a District government economic development action including contracts, grants, loans, tax abatements, land transfers for redevelopment, or tax increment financing that results in a financial benefit of \$300,000 or more from an agency, commission, instrumentality, or other entity of the District government, including a financial or banking institution which serves as the repository for \$1 million or more of District of Columbia funds.
- C. **Contracting Agency** means any District of Columbia agency that awarded a government assisted project or contract totaling \$300,000 or more.
- D. **Direct labor costs** means all costs, including wages and benefits, associated with the hiring and employment of personnel assigned to a process in which payroll expenses are traced to the units of output and are included in the cost of goods sold.
- E. **EMPLOYER** means any entity awarded a government assisted project or contract totaling \$300,000 or more, including all contractor and subcontractor entities.
- F. **First Source Employer Portal** means the website consisting of a connected group of static and dynamic (functional) pages and forms on the World Wide Web accessible by Uniform Resource Locator (URL) and maintained by DOES to provide information and reporting functionality to EMPLOYERS.
- G. **First Source Register** means the DOES Automated Applicant Files, which consists of the names of DC residents registered with DOES.
- H. **Good faith effort** means an EMPLOYER has exhausted all reasonable means to comply with any affirmative action, hiring, or contractual goal(s) pursuant to the First Source law and Agreement.
- I. **Government-assisted project or contract (Project)** means any construction or non-construction project or contract 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 company to perform work on a government assisted project or contract.
- N. **Transfer:** Existing company employee who has been moved from one project or contract to another project or contract.
- 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 or contract by trade;
 2. A projection of the total number of journey worker hours, by trade, to be worked on the project or contract and the total number of journey worker hours, by trade, to be worked by DC residents;
 3. A projection of the total number of apprentice hours, by trade, to be worked on the project or contract and the total number of apprentice hours, by trade, to be worked by DC residents;

4. A projection of the total number of skilled laborer hours, by trade, to be worked on the project or contract and the total number of skilled laborer hours, by trade, to be worked by DC residents;
5. A projection of the total number of common laborer hours to be worked on the project or contract and the total number of common laborer hours to be worked by DC residents;
6. A timetable outlining the total hours worked by trade over the life of the project or contract and an associated hiring schedule;
7. Descriptions of the skill requirements by job title or position, including industry-recognized certifications required for the different positions;
8. A strategy to fill the hours required to be worked by DC residents pursuant to this paragraph, including a component on communicating these requirements to contractors and subcontractors and a component on potential community outreach partnerships with the University of the District of Columbia, the University of the District of Columbia Community College, the Department of Employment Services, Jointly Funded Apprenticeship Programs, the District of Columbia Workforce Intermediary, or other government-approved, community-based job training providers;
9. A remediation strategy to ameliorate any problems associated with meeting these hiring requirements, including any problems encountered with contractors and subcontractors;
10. The designation of a senior official from the 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 or contract;
12. A strategy to ensure that District residents who work on the project or contract receive ongoing employment and training opportunities after they complete work on the job for which they were initially hired and a review of past practices in continuing to employ DC residents from one project or contract to the next;
13. A strategy to hire graduates of District of Columbia Public Schools, District of Columbia public charter schools, and community-based job training providers, and hard-to-employ residents; and
14. A disclosure of past compliance with the Workforce Act and the Davis-Bacon Act, where applicable, and the bidder or offeror's general DC resident hiring practices on projects or contracts completed within the last 2 years.

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

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 EMPLOYER shall require all Project contractors and Project subcontractors with contracts or subcontracts totaling \$300,000 or more to enter into an Agreement with DOES.
- C. DOES will provide recruitment, referral, and placement services to the EMPLOYER, subject to the limitations in this Agreement.
- D. This Agreement will take effect when signed by the parties below and will be fully effective through the duration, any extension or modification of the Project and until such time as construction is complete and a certificate of occupancy is issued.
- E. DOES and the EMPLOYER agree that, for purposes of this Agreement, new hires and jobs created for the Project (both union and nonunion) include all of EMPLOYER'S job openings and vacancies in the Washington Metropolitan Statistical Area created for the Project as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce, as a result of this Project, including loans, lease agreements, zoning applications, bonds, bids, and contracts.
- F. This Agreement includes apprentices as defined in D.C. Official Code §§ 32-1401- 1431.
- G. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any collective bargaining unit involved with this Project a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will promptly provide them to DOES.
- H. The EMPLOYER who contracts with the District of Columbia government to perform construction, renovation work, or information technology work with a single contract, or cumulative contracts, of at least \$500,000, let within a 12-month period will be required to register an apprenticeship program with the District of Columbia Apprenticeship Council as required by DC Code 32-1431.
- I. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise this First Source Agreement shall remain in full force and effect and transferee shall remain subject to all provisions herein. In addition, the EMPLOYER as a condition of transfer shall:
 - 1. Notify the party taking possession of the existence of this EMPLOYER'S First Source Employment Agreement.

2. Notify DOES within 7 business days of the transfer. This notice will include the name of the party taking possession and the name and telephone of that party's representative.
- J. The EMPLOYER and DOES may mutually agree to modify this Agreement. Any modification shall be in writing, signed by the EMPLOYER and DOES and attached to the original Agreement.
 - K. To the extent that this Agreement is in conflict with any federal labor laws or governmental regulations, the federal laws or regulations shall prevail.

III. TRAINING

- A. DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs as approved by DOES; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and will be set forth in a separate Training Agreement.

IV. RECRUITMENT

- A. The EMPLOYER shall complete the attached Revised Employment Plan that will include the information outlined in Section I.N., above.
- B. The EMPLOYER shall post all job vacancies with the Job Bank Services of DOES at <http://does.dc.gov> within 7 days of executing the Agreement. Should you need assistance posting job vacancies, please contact Job Bank Services at (202) 698-6001.
- C. The EMPLOYER 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 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 is given the choice to report hiring or hours worked percentages either by Prime Contractor for the entire Project or per each Sub-contractor.
- B. EMPLOYER with Projects that received government assistance valued at a minimum of \$300,000 shall hire DC residents for at least 51% of all new jobs created by the Project.
- C. EMPLOYER with Projects 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.
- D. EMPLOYER shall create a user name and password for the First Source Employer 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.
- E. EMPLOYER with Projects valued at a minimum of \$300,000 shall provide the following monthly and cumulative statistics on the First Source On-line Registration & Reporting system:
 - 1. Number of new job openings created/available;
 - 2. Number of new job openings listed with DOES, or any other District Agency;
 - 3. Number of DC residents hired for new jobs;

4. Number of employees transferred to the Project;
 5. Number of DC residents transferred to the Project;
 6. Direct or indirect labor cost associated with the project;
 7. Each employee's name, job title, social security number, hire date, residence, and referral source; and
 8. Workforce statistics throughout the entire project tenure.
- F. In addition to the reporting requirements outlined in E, EMPLOYER with Projects receiving \$5 million or more shall provide the following monthly and cumulative statistics:
1. Number of journey worker hours worked by DC residents by trade;
 2. Number of hours worked by all journey workers by trade;
 3. Number of apprentice hours worked by DC residents by trade;
 4. Number of hours worked by all apprentices by trade;
 5. Number of skilled laborer worker hours worked by DC residents by trade;
 6. Number of hours worked by all skilled laborers by trade;
 7. Number of common laborer hours worked by DC residents by trade; and
 8. Number of hours worked by all common laborers by trade.
- G. EMPLOYER can "double count" hours for the "hard to employ" up to 15% of total hours worked by DC Residents.
- H. For construction Projects that are not subject to Davis-Bacon law in which certified payroll records do not exist, EMPLOYER shall submit monthly documents of workers employed on the Project to DOES, including DC residents and all employment classifications of hours worked.
- I. EMPLOYER may also be required to provide verification of hours worked or hiring percentages of DC residents, such as internal payroll records for construction Projects that are not subject to Davis-Bacon.
- J. Monthly, EMPLOYER 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 EMPLOYER shall:
1. Document in a report to DOES its compliance with the hiring or hours worked percentage requirements for all jobs created by the Project and the percentages of DC residents employed in all Trade Classifications, for each area of the Project; or
 2. Submit to DOES a request for a waiver of the hiring or hours worked percentage requirements for all jobs created by the Project that will include the following documentation:
 - a. Documentation supporting EMPLOYER'S good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources; and
 - c. Advertisement of job openings listed with DOES and other referral sources.

- B. DOES may waive the hiring or hours worked percentage requirements for all jobs created by the Project, and/or the required percentages of DC residents in all Trade Classifications areas on the Project, if DOES finds that:
1. EMPLOYER demonstrated a good faith effort to comply, as set forth in Section C, below; or
 2. EMPLOYER is located outside the Washington Metropolitan Statistical Area and none of the contract work is performed inside the Washington Metropolitan Statistical Area.
 3. EMPLOYER entered into a special workforce development training or placement arrangement with DOES or with the District of Columbia Workforce Intermediary; or
 4. DOES certified that there are insufficient numbers of DC residents in the labor market possessing the skills required by the EMPLOYER for the positions created as a result of the Project. No failure by Employer to request a waiver under any other provision hereunder shall be considered relevant to a requested waiver under this Subsection.
- C. DOES shall consider documentation of the following when making a determination of a good-faith effort to comply:
1. Whether the EMPLOYER posted the jobs on the DOES job website for a minimum of 10 calendar days;
 2. Whether the EMPLOYER advertised each job opening in a District newspaper with city-wide circulation for a minimum of 7 calendar days;
 3. Whether the EMPLOYER advertised each job opening in special interest publications and on special interest media for a minimum of 7 calendar days;
 4. Whether the EMPLOYER hosted informational/recruiting or hiring fairs;
 5. Whether the EMPLOYER contacted churches, unions, and/or additional Workforce Development Organizations;
 6. Whether the EMPLOYER interviewed employable candidates;
 7. Whether the EMPLOYER created or participated in a workforce development program approved by DOES;
 8. Whether the EMPLOYER created or participated in a workforce development program approved by the District of Columbia Workforce Intermediary;
 9. Whether the EMPLOYER substantially complied with the relevant monthly reporting requirements set forth in this section;
 10. Whether the EMPLOYER has submitted and substantially complied with its most recent employment plan that has been approved by DOES; and
 11. Any additional documented efforts.

IX. MONITORING

- A. DOES is the District agency authorized to monitor and enforce the requirements of the

Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2 219.01 – 2.219.05), and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431). As a part of monitoring and enforcement, DOES may require and EMPLOYER shall grant access to Project sites, employees, and documents.

- B. EMPLOYER’S noncompliance with the provisions of this Agreement may result in the imposition of penalties.
- C. All EMPLOYER information reviewed or gathered, including social security numbers, as a result of DOES’ monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.
- D. DOES shall monitor all Projects as authorized by law. DOES will:
 - 1. Review all contract controls to determine if Prime Contractors and Subcontractors are subject to DC Law 14-24.
 - 2. Notify stakeholders and company officials and establish meetings to provide technical assistance involving the First Source Process.
 - 3. Make regular construction site visits to determine if the Prime or Subcontractors’ workforce is in concurrence with the submitted Agreement and Monthly Compliance Reports.
 - 4. Inspect and copy certified payroll, personnel records and any other records or information necessary to ensure the required workforce utilization is in compliance with the First Source Law.
 - 5. Conduct desk reviews of *Monthly Compliance Reports*.
 - 6. Educate EMPLOYERS about additional services offered by DOES, such as On-the-Job training programs and tax incentives for EMPLOYERS who hire from certain categories.
 - 7. Monitor and complete statistical reports that identify the overall project, contractor, and 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 or contract, 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 Contracting Agency imposing a penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the project or contract 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. Appeals of violations or fines will be filed with the Contract Appeals Board.

I hereby certify that I have the authority to bind the EMPLOYER to this Agreement.

By:

EMPLOYER Senior Official (Print)

Date

EMPLOYER Senior Official (Signature)

Name of Company

Address

Telephone

Email

Signature Department of Employment Services

Date

EMPLOYMENT PLAN

NAME OF EMPLOYER: _____

ADDRESS OF EMPLOYER: _____

TELEPHONE NUMBER: _____ FEDERAL IDENTIFICATION NO.: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TYPE OF BUSINESS: _____

DISTRICT CONTRACTING AGENCY: _____

CONTRACTING OFFICER: _____ TELEPHONE NUMBER: _____

TYPE OF PROJECT: _____ CONTRACT AMOUNT: _____

EMPLOYER CONTRACT AMOUNT: _____

PROJECT START DATE: _____ PROJECT END DATE: _____

EMPLOYER START DATE: _____ EMPLOYER END DATE: _____

NEW JOB CREATION PROJECTIONS: Please indicate ALL new position(s) your firm will create as a result of the Project. If the firm WILL NOT be creating any new employment opportunities, please complete the attached justification sheet with an explanation. Attach additional sheets as needed.

JOB TITLE	# OF JOBS		SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
	F/T	P/T			
A					
B					
C					
D					
E					
F					
G					
H					
I					
J					
K					

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYOR



ODIE DONALD II
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, 2018, the living wage rate is \$14.20 per hour.

Subcontractors of D.C. government contractors who receive \$15,000 or more from the contract and subcontractors of the recipients of government assistance who receive \$50,000 or more from the assistance are also required to pay their affiliated employees no less than the current living wage rate.

“Affiliated employee” means any individual employed by a recipient who receives compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or a contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the government assistance or contract, or who are otherwise employed by the contractor, recipient or subcontractor.

Exemptions – The following contracts and agreements are exempt from the Living Wage Act:

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District’s current living wage, the contractor must pay the higher of the two rates);
2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current living wage;
3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
4. Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services, provided that the trainees do not replace employees subject to the Living Wage Act;
6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act;

7. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District of Columbia;
8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to Section 501 (c) (3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68 A Stat. 163; 26. U.S.C. §501(c)(3));
9. Medicaid provider agreements for direct care services to Medicaid recipients, **provided, that** the direct care service is not provided through a home care agency, a community residence facility, or a group home for persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983; D.C. Official Code § 44-501; and
10. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Enforcement

The Department of Employment Services (DOES) Office of Wage-Hour and the D.C. Office of Contracting and Procurement share monitoring responsibilities.

Furthermore, as of November 12, 2015, the US Court of Appeals upheld “The Home Care Final Rule”, issued on October 1, 2013, which had an effective date of January 1, 2015. The Department of Labor issued the Home Care Final Rule to extend overtime protections to home care workers. Employers within this industry are now subject to recordkeeping provisions.

If you learn that a contractor subject to this law is not paying at least the current living wage, you should report it to the contracting officer. If you believe that your employer is subject to this law is not paying at least the current living wage, you may file a complaint with the DOES Office of Wage - Hour, located at 4058 Minnesota Avenue, N.E. 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, 2018, the living wage rate is \$14.20 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) contracts performed by regulated utilities; 3) contracts for services needed immediately to prevent or respond to a disaster or imminent threat declared by the Mayor; 4) 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; 5) 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; 6) tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; 7) employees of nonprofit organizations that employ not more than 50 individuals and qualify for 501(c)(3) status; 8) 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 9) 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.

DCAM-18-CS-0055 Hearst Park and Pool
PAST PERFORMANCE EVALUATION FORM
(Check appropriate box)

OFFEROR _____

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

- Name and Title of Evaluator: _____
- Signature of Evaluator: _____
- Name of Organization: _____
- Telephone Number of Evaluator: _____
- E-mail address of Evaluator: _____
- State type of service received: _____
- State Contract Number, Amount and Period of Performance _____
- Remarks on Excellent Performance: Provide data supporting this observation. Continue on separate sheet if needed)
- Remarks on unacceptable performance: Provide data supporting this observation. (Continue on separate sheet if needed)

Please submit completed evaluation to (Bernadette.catalan@dc.gov)

RATING GUIDELINES

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

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

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 _____, 2017, 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: _____

CONFLICT OF INTEREST DISCLOSURE STATEMENT

Offeror's Name: _____("Offeror(s)")

Offeror's attention is directed to **Section 4705** and **Section 4707** of the Department of General Services Procurement Rules for Construction and Related Services regarding organizational conflicts of interest ("Organizational Conflicts of Interest"). Offerors are advised that certain firms will not be allowed to participate in the Project or on any Offeror's team for the Project because of their work with the Department in connection with the Project procurement.

(Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement or the RFP).

Required Disclosure of Conflicts

In the space provided below identify all relevant facts relating to past, present, or planned interest(s) of the Offeror's team (including the Offeror, principal/major participants, proposed subconsultants and proposed subcontractors, and their respective chief executives, directors, and other key personnel for the Project) which may result, or could be viewed as, an Organizational Conflict of Interest in connection with the RFP.

Offeror should disclose: (a) any current contractual relationships with the Department, (b) any past, present, or planned contractual or employment relationships with any officer or employee of Department, and (c) any other circumstances that might be considered to create a financial interest in the Agreement by any Department member, officer or employee if Offeror is awarded the Contract. Offeror should also disclose matters such as having directors in common with any of the individuals or entities involved in preparing the RFP. Offeror should also disclose contractual relationships (i.e. Joint Ventures) with any of the individuals or entities involved in preparing the RFP, as well as relationships wherein such individual or entity is a contractor or consultant (or subcontractor or subconsultant) to Offeror or a member of Offeror's team. The foregoing is provided by way of example, and shall not constitute a limitation on the disclosure obligations.

Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

Signature

Name

Title

Company Name

_____, 20__
Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



RELEASE OF LIEN

Project Name:

Contract No.:

Task Order No.:

Work Performed:

Contract Date:

Contract Amount:

Date:

Release of Liens:

The undersigned (insert Consultant/Contractor), has been paid partial payments totaling the sum of (insert net amounts), which is _____% of the current contract value, in accordance with the contract terms for the above referenced project, and hereby indemnifies, waives, releases and holds the District of Columbia harmless for the above referenced project, including all claims, right to liens, and stop work notices upon said premises or the improvements thereon under the statutes of the jurisdiction in which the project is located.

In consideration of this payment due in the net amount of insert net amount due, in accordance with contract terms for the above referenced project. Hereby indemnifies, waives, and releases the District of Columbia for the above referenced project. All claims, right to liens, stop work notices upon said premises or the improvements thereon under the statutes of the jurisdiction in which the project is located.

The undersigned further represents and warrants, as of this date, that he/she is duly authorized to sign and execute this Release of Liens on behalf of (insert Consultant/Contractor); that (insert Consultant/Contractor) has properly performed all work in accordance with the Contract Documents and that all consultants, subcontractors or material men have been paid for all labor, including fringe benefits, workers compensation, materials, equipment, services, taxes, insurance premiums, and bonds (if required), and that any materials supplied to or incorporated in this project were taken from fully paid or open stock with any exceptions noted below.

This letter must be signed and notarized below by authorized individuals.

Insert Consultants /Contractors name: _____

By: _____

Print Name: _____

Title: _____ Date: _____

DISTRICT OF COLUMBIA) ss

I, a Notary Public in and for the District of Columbia, hereby certify that, on this ____ day of _____, 20____, personally appeared before me _____, known to me (or satisfactorily proven) to be the person who executed the foregoing Final Release of Liens and Claims, as of (insert Consultant/Contactor name) who acknowledged having done so for the purposes therein contained.

IN WITNESS WHEREOF, I have set my hand and official seal.

Notary Public, D.C.

My commission expires: _____

[NOTARIAL SEAL]

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



FINAL RELEASE OF LIENS AND CLAIMS

Project Name:

Contract No.:

Task Order No.:

Work Performed:

Contract Date:

Contract Amount:

Date:

Final Release of Liens and Claims:

The undersigned (insert Consultant/Contractor name), in consideration of payments received and upon receipt of the amount of a final payment of \$ _____ hereby indemnifies, waives, releases, and holds the District of Columbia harmless for the above referenced project, including all claims, right to liens, terminations, and stop notices upon said premises or the improvements thereon under the statutes of the jurisdiction in which the project is located.

The undersigned further represents and warrants, as of this date, that he/she is duly authorized to sign and execute this Release of Final Liens and Claims on behalf of (insert Consultant /Contractor; that (insert Consultant /Contractor) has properly performed all work and furnished all materials of the specified quality in accordance with all contract documents in an acceptable workmanlike manner to the Department of General Services/Construction Division, District of Columbia and that (insert Consultant /Contractor) has paid for all labor, including fringe benefits and workers compensation, all materials, equipment, services, taxes, insurance premiums, and bonds (if required) and that any materials supplied to or incorporated in this project have been paid.

(Insert Consultant/Contractor) is executing this Final Release of Liens and Claims for the express purpose of inducing the District to make final disbursement and payment to (insert Consultant/Contractor name) of \$_____.

This letter must be signed and notarized below by authorized individuals.

Insert Consultants /Contractors name: _____

By: _____

Print Name: _____

Title: _____ Date: _____

DISTRICT OF COLUMBIA) ss

I, a Notary Public in and for the District of Columbia, hereby certify that, on this ____ day of _____, 20____, personally appeared before me _____, known to me (or satisfactorily proven) to be the person who executed the foregoing Final Release of Liens and Claims, as of (insert Consultant/Contactor name) who acknowledged having done so for the purposes therein contained.

IN WITNESS WHEREOF, I have set my hand and official seal.

Notary Public, D.C.

My commission expires: _____

[NOTARIAL SEAL]