

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number DCAM-2010-R-0129	Page of Pages 1 1	
2. Amendment/Modification Number DCAM-2010-R-0129-004	3. Effective Date See 16C	4. Requisition/Purchase Request No.		5. Solicitation Caption Consolidated Maintenance Services for 5 D.C. Facilities	
6. Issued By: D.C. Department of Real Estate Services Contracting and Procurement Division 2000 14th Street, NW 5th Floor Washington, DC 20009		Code	7. Administered By (If other than line 6) D.C. Department of Real Estate Services Contracting and Procurement Division 2000 14th Street, NW 5th Floor Washington, DC 20009		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			<input checked="" type="checkbox"/>	9A. Amendment of Solicitation No. DCAM-2010-R-0129	
				9B. Dated (See Item 11) April 29, 2010	
				10A. Modification of Contract/Order No.	
				10B. Dated (See Item 13)	
Code	Facility		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
A. This change order is issued pursuant to: (Specify Authority) The changes set forth in Item 14 are made in the contract/order no. in item 10A.					
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.					
C. This supplemental agreement is entered into pursuant to authority of:					
D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copy to the issuing office.					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) Solicitation No. DCAM-2010-R-0129 for consolidated maintenance services for five (5) DC Government facilities is hereby amended as follows: 1. The attached Responses to Questions are herein incorporated as Attachment A. 2. Section C.3.98.35.a Contractor Phase-in Plan Due Date - Delete last sentence. 3. Section F.3 Deliverables - Delete C.3.98.35 Phase-in Plan deliverable. 4. All other Terms and Conditions remain unchanged.					
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect					
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer Diane Wooden		
15B. Name of Contractor (Signature of person authorized to sign)		15C. Date Signed	16B. District of Columbia <i>Diane Wooden</i> (Signature of Contracting Officer)		16C. Date Signed 5/28/10

Attachment A
Responses to Questions

- 1) Other than the listing for the MVA Building, no other building equipment list indicate the type of fire alarm control panel located within the buildings. Additionally, there are no fire alarm equipment lists. When asked about at the pre-bid meeting, it was stated that the equipment lists for each building are available. In order to provide a best value proposal, this information is needed.

Can you post a detailed points list indicating the number, type, and building location of all fire alarm initiating (water flow, manual stations, etc.), supervisory (valve tamper, low air, etc.) and indicating (strobes, horns, etc.) devices connected to the fire alarm system for each building? A format other than PDF would be appreciated, so that I can sort and count the devices more efficiently.

REEVES

Reeves Municipal Center building is protected by a hard wired System 3 (installed when the building was originally constructed) and a new voice/communication Siemens MXLV fire alarm control panel (FACP), installed circa 2002. The 8th Floor and Portions of the 4th floor have been upgraded to new devices monitored by the addressable MXLV FACP. The fire alarm system monitors manual pull stations, smoke and heat detectors. Heat detectors are located in elevator machine rooms (in the vicinity of sprinkler heads), mechanical, electrical rooms, and telephone rooms. Smoke detection is provided in elevator machine rooms and elevator lobbies. Notification visual (strobes) and audio (speaker) devices are located in the corridors near stairs, in common areas, and exit stairs and provide local alarm for the floor of the incident, the floor above and the floor below. The system monitors the wet-type and dry-pipe sprinkler systems. The system also supervises the duct smoke detectors and control valves of the sprinkler and standpipe systems. The system does not supervise the fire pump or the emergency generator.

Quantities are based on last annual test conducted September 2009. Testing for 2010 will be conducted in the beginning of July 2010. Tenant upgrades affect quantity of fire alarm devices that are not accounted for since building renovations are ongoing.

Type of fire alarm panel: Siemens, Pyrotronics-MXL-Systems 3

Quantity of Devices:

Fire Alarm Control Panel (FACP) - 1
Fire Alarm Annunciator Panel (FAAP) - 2
Firemen's Phones- 62
Manual Pull Stations-68
Smoke Detectors- 35
Duct Smoke Detectors-68
Heat Detectors-57
Strobes-119

Speakers-110
Horn/Strobes-18
Bells- 2
Flow Switches-22
Tamper Switches-26

OJS

Quantities are based on last annual test conducted July 27 through August 12 2009. Testing is scheduled for mid June 2010. Tenant upgrades affect quantity of fire alarm devices that are not accounted for since building renovations are ongoing.

441 4th Street N.W. (OJS)

Type of fire alarm panel: Siemens, Pyrotronics- MXL-MMB2

Quantity of Devices :

Fire Alarm Control Panel (FACP)- 1
Fire Alarm Annunciator Panel (FAAP)- 2
Firemens Phones- 112
Manual Pull Stations-82
Smoke Detectors- 95
Duct Smoke Detectors-110
Heat Detectors-33
Strobes-483
Speakers-455
Horn/Strobes-17
Bells- 0
Flow Switches-26
Tamper Switches-30

95M - See Exhibit 1

WILSON - Addressable system; See Exhibit 2 for detail listing.

UCC/CDC - See Exhibit 3 - Fire system inspection attachment.

- 2) Can you provide the make and model for the fire alarm control panel(s) that are provided for each building?

REEVES - Siemens and model is a MXL

OJS - See response in Question #1

95M - Fire-Lite Alarms, Inc., Mod. # MS-9600

WILSON - Simplex 4100

UCC/CDC - 2 Siemens MXLV panels

- 3) Although make and model have been provided, can you also provide the size of the fire pump(s) that are provided for each building?

REEVES - Westinghouse Lifeline – TBDP – 3 Phase 100 HP 60HTZ

OJS - OJS; Peerless Model 5AEF8N; 1,000 gal/min/75 hp; 3,500 rfm; 100 PSI

95M –_none

WILSON – 750 gpm

UCC/CDC - 2 pumps – one 750 GPM and one 150 GPM

- 4) Are there any commercial cooking kitchens located in any of the five buildings?

Not within the tenant office spaces, only the food court(s).

- 5) To clarify a question and answer from the pre-bid: Will the government accept and consider a proposal that provides one price that includes providing services for more than one building and up to all five buildings, under one price proposal, if the pricing format is followed and the buildings included in the price are listed? (The intention is to show one price for multiple buildings and not show a price per building.)

No. A vendor must submit one proposal for each building. Each proposal must have the completed price schedule for that particular building.

- 6) There is a CLIN for Fire Alarm Maintenance but there is no` CLIN for fire sprinkler maintenance. Where do you want to have the price proposal for fire sprinkler maintenance?

Include the price in the CLIN for Fire Alarm Maintenance.

- 7) Do you want to add a CLIN for fire sprinkler maintenance?

No.

- 8) Do you want to include fire sprinkler maintenance with fire alarm maintenance so that all the fire protection system maintenance is priced together and you can use the existing CLIN?

Yes.

- 9) Can the government provide the number of fire protection related service calls separately for each building for FY 09 and FY 08?

Not available.

10) If service call information can be provided, can you list emergency and routine separately, for each building?

Not available.

11) Is the parking garage under 441 4th Street considered part of the building for the purposes of this solicitation?

Yes.

12) Regarding the water treatment services for the 5 buildings, what water treatment equipment will remain in each building under the new maintenance contract? i.e. chemical pumps, tanks, controllers.

Yes.

13) On the non-contract buildings (OJS, Reeves & DMV), can you provide the current service providers for the following services: Lawncare, Pest Control, Trash/Recycling, Window washing, Snow removal, Lawn Irrigation.

Lawncare/Irrigation – Lorenz, Inc.

Pest Control – Dixon

Window washing/snow removal – R&R (OJS & DMV) and Motir (Reeves)

14) Can you provide the population per building and the total number of restrooms per building?

REEVES – 900 approx population – 37 restrooms

OJS - 1400 approx population – 56 restrooms (52 public & 4 private within tenant spaces)

95M - 75 and 100 approx population; restrooms: Eight (8) total, 2 – unisex.

WILSON – 550 approx. population; 41 restrooms (33 public, 8 private)

UCC/CDC - approximately 350 to 400 people in the building over a 24hr period – 14 restrooms (12 public, 2 private) in UCC, 6 restrooms (4 adult, 2 toddler) and one shower room in CDC

15) What is the total square footage for each of the five facilities?

See Section J.1.4 Building Description.

16) What is the breakdown of square footage at each facility for the following: carpet, ceramic tile, vinyl tile, concrete, others.

Not available.

17) Is there an estimate of the usage of perishable supplies (toilet tissue, paper towel, hand soap, etc.) for each of the facility?

No.

18) What is the average number of people that each facility sees each day?

Not available.

19) Regarding trash and recycling services, can you provide the type of equipment you have in each property and the service level of each?

Equipment type for each facility was shown during each walkthrough.

FREQUENCIES:

REEVES

Trash compactor – twice week;

Recycle compactor – on call, Open top – on call.

OJS

Trash: One 96 gallon compactor, pick-up three times per week

Recycling: One 2 yard container, pick-up twice per week

95M

Trash: One (1) – 8 cu.yd. container, pick-up twice a week

Recycling: One (1) – 2 cu.yd. container, pick-up once a week.

WILSON

Trash pick-up – every day;

Recycling pick-up: Paper – twice per week; Bottles and Cardboard – once per week.

UCC/CDC

Trash pick-up – three times per week;

Recycling pick-up twice per week.

20) There's no complete list of elevator equipment for any of the five facilities. Can the District provide a formidable list of all elevator equipment that exists within these facilities? (including manufacturer, type and model, speed and capacity)

REEVES

Elevator #1, 2, 3, 4, 6, & 7

Manufacturer - Dover

Type – Passenger - Traction

Model – Unavailable

Speed – 350fpm

Capacity – 3500lbs

Elevator #5

Manufacturer - Dover

Type – Freight - Traction

Model – Unavailable
Speed – 350fpm
Capacity – 4500lbs

OJS

Elevator #1-12

Manufacturer – Schindler
Type – Passenger - Traction
Model - Unavailable
Speed – 350fpm
Capacity – 3000lbs

Elevator #13

Manufacturer – Schindler
Type - Freight - Traction
Model - Unavailable
Speed – 150 fpm
Capacity – 6000lbs

Elevator #14

Manufacturer – Schindler
Type – Freight - Traction
Model - Unavailable
Speed – 200fpm
Capacity – 6000lbs

Elevator #15

Manufacturer – Schindler
Type - Passenger - Hydraulic
Model - Unavailable
Speed – 125 fpm
Capacity – 3000lbs

95M

Manufacturer: Otis
Type: Hydraulic
Model: Unavailable
Speed: 100 ft. per min.
Capacity: 2,500 lb.

WILSON

Elevators, originally manufactured by Westinghouse, refurbished in 1998 using Schindler proprietary equipment.

Elevator #1, 2, 3 & 4

Type – passenger, gear-less traction systems

Model – 0500G-IAAN-0059, frame #3640

Speed – 550 fpm

Capacity – 3500lbs

- Controlled by solid-state Miconic VX-SSDC version TX-R4MAG 265 volt, 154 amp, 3-phase, 60Hz Schindler controllers

Elevator #5, 6, & 7

Type – passenger, geared-traction systems

Model – Frame #DGR-593B

Speed - 5, 6, & 7 = 350 fpm

Capacity – 3500lbs

- Controlled by Solid-state Miconic TX VF70 variable volt 460/480 volt, 53 amp, 3-phase, 60 Hz Schindler controllers

HC Lift

Manufacturer – Savaria Concord

Type/Model - ADA Savaria Concord

Capacity – 750 lbs (one person + wheelchair)

UCC/CDC

Elevator #1

Manufacturer - Schindler

Type - Hydraulic

Model – 330A

Speed - 150 fpm

Capacity – 4500lbs

Elevator #2, 3, 4

Manufacturer - Schindler

Type - Hydraulic

Model – 330A

Speed - 150 fpm

Capacity – 3500lbs

- 21) It was apparent during the initial site visit, numerous operational and physical deficiencies exist within the elevator systems; what paths and procedures will be applied to correct all latent deficiencies?

Refer to Section C.3.8 Deficiency Investigation and Resolution.

- 22) Are all elevators current on certification inspections?

No.

- 23) Are the most recent inspection punch-list and deficiency outlines available to contractors for review?

No.

- 24) Are all relevant documentation and wiring diagrams available for each piece of equipment?

No.

- 25) Who are the current incumbent elevator contractors for each facility and what is the current pricing available for review?

Keystone provides preventive maintenance for OJS, Reeves & 95 M Street. The subcontractor Shindler Elevator Corporation provides preventive maintenance services to UCC/CDC and the Wilson building.

Provide list of all current contractors and the current contract value for each building.

For Reeves Center, OJS building and 95 M Street

Citywide Janitorial	R&R Janitorial and Motir Services
Chiller Maintenance	RSC Company
Trash & Recycling	Bates Trucking and TAC
Pest Control	Dixon's Pest Control
Fire Alarm Maintenance	Haislip Corporation
Elevator Maintenance	Keystone Plus Construction
Emergency Generator Maintenance	IIU Consulting
Oil & Gas Burning Systems	RSC Company
A/C Maintenance	RSC Company

Wilson - Consolidated Maintenance	R&R Janitorial
UCC - Consolidated Maintenance	U.S. Facilities

Please check-out the Contract Award Database at the OCP website (www.ocp.dc.gov) or contact the contractors for the current contract value.

- 26) Are the windows at store fronts at OJS building part of the scope?

Yes.

- 27) What is the extent of cleaning the garage at OJS? i.e. filter charge out, top of pipes, top of ducts

Cleaning/Maintenance of restrooms, removal of debris. Maintenance of diesel fuel tank, change light bulbs, heat pumps supplied to Child Advocacy, Sanitation Area, Fire Sprinkler Dry System and Fire Pump, Supply Fans, City water pump, and Circulating Fans

28) Provide copy of existing maintenance schedule at each facility. i.e. pumps need of maintenance

Vendor to provide proposed maintenance schedule in BOP submission per solicitation guidelines; pump maintenance shall follow code requirements.

29) It was explained that each of the five buildings shall receive its own, separate proposal. Does this mean that each building should receive one original and 4 copies?

Yes, though in Amendment No. 3, the District modified the number of copies to be submitted from four (4) to six (6) copies.

30. Please provide all Service Call hour history by category, quantity and man-hours expended over the last 12 months so that we may determine proper labor staffing requirements.

Not available.

31. We believe the inventories may not be inclusive of all equipment. Please provide the most current annual preventive maintenance man-hours or a complete equipment inventory for each building.

Equipment list provided. PM man hours not available.

32. How many user id (seat licenses) will the contractor be supplied for FAST?

No, licenses are \$1,000 each, to be paid by the contractor.

33. C.3.10.5 and "drawing updates" with the requirement to have a construction project manager this contract requirement may be costly. Is the contractor required to update the drawings for changes accomplished prior to contract award?

No.

34. There seems to be some general disagreement between the suspense dates for the:

C.3.8.2 Investigation of existing conditions = 60 days after contract start,

C.3.8.3.a estimates for identified deficiencies = 15 days after contract commencement

And

C.3.10.9 Equipment Inventory Accuracy due 60 days after start

C.3.28.4 Contractor Verified Building Inventory due 30 days after start

C.9.98.14 Equipment Inventory due 30 days after start

Please provide clarification.

Modified - C.9.98.14 Equipment Inventory due **60** days after start.

35. C.38.5 Fuel Cost: Will fuel cost be reimbursed? If not can we get the historic fuel oil usage per year?

No.

REEVES – Attached Exhibit 4

OJS – Attached Exhibit 4

95M - N/A

WILSON - ~150 gallons per year

UCC/CDC - ~3000 gallons per year

36. C.3.11.1 Is the Key personnel requirement per contract or per building? Per Building // Are the key personnel listed in section C.3.11 required to be on-site at each building? Answered in Section C.3.11. For instance, would a (1) Project Manager, (1) Chief Engineer, (1) Custodial Manager and (1) Construction Manager be required on-site personnel at 95 M Street? // Section: C.3.11.1, pg. 58 – If the Key personnel requirement is per contract, how will the contractor recovery costs shared across multiple buildings if awarded less than offered?

N/A. Bids are per building.

37. C.3.16.2 BAS Operation and Maintenance: states contractor will be responsible for the purchase and installation (as a reimbursable expense), operation and maintenance of a Building Automation System. Is the intent to reimburse the purchase, installation, operation and maintenance of the BAS or just the purchase and installation are reimbursable?

As written, reimbursable for purchase and installation only.

38. C.3.18.1 Operating Permits: What permits are being required presently? None What is the current annual cost of the operating permits required for the five facilities?

N/A

39. C.3.24.3 UPS – Uninterruptable Power Supply; is the initial cost of the UPS systems reimbursable?

If by initial cost, the question refers to installation, Contractor is not responsible for installation.

40. C.3.68 Service Call Desk; what constitutes “Normal Working Hours”?

See SOW and Building Descriptions.

41. C.3.90 Vandalism: Is the \$500 deductible per year or per occurrence? Please provide the number of occurrences this has taken place for the previous year per building.

Per occurrence

REEVES - less than 10

OJS - None

95M - None

WILSON - None

UCC/CDC - None

42. Is the contractor responsible for maintenance and repair of the cafeteria equipment at OJS?

No

43. Is the contractor responsible to provide all services to the retail shops at OJS and Reeves Center?

REEVES - No, only base building utility support, not tenant specific equipment.

OJS – Only base building utility support and common area maintenance, not tenant specific equipment.

44. Is there any government furnished equipment provided with the contract?

Yes

45. Could the District provide the names of all subcontractors providing support for the five buildings?

No

46. Does the Right of First Refusal apply to this contract?

No, the Right of First Refusal does not apply to this contract.

47. Are there any collective bargaining agreements currently in place at any of the buildings?

Yes, except for 95 M Street. See Exhibit 5.

48. How many parking spaces at each facility will be made available to the contractor staff?

REEVES - One designated, others as available. Standard rate applies \$120/mo.

OJS - One designated, others as available. Standard rate applies \$120/mo.

95M - One (currently free)...fee to apply in the future

WILSON – One on street permit – Free, One underground available at Reagan Building, standard rate applies \$285/mo.

UCC/CDC – Multiple, free...as approved by COTR

49. Is there any special maintenance requirement for the green roof at OJS?

Yes

50. What is the current status of the chilled water units at the Reeves Center?

Chiller #1 is operational and Chiller #2 is in the process of being overhauled.

51. Is the construction manager position considered key personnel, and is the construction manager resume required for bid submittal.

No and No.

52. C.3.10.1 – Is the current FAST System capable of meeting all of the CMMS requirements of this contract?

No

53. C.3.10.2 – If a supplement CMMS is required, would the cost of the system be reimbursed to the contractor?

Yes, as approved by the District.

54. C.3.24.1 – States that the contractor is responsible for BAS software upgrades. Please provide the current BAS vendor and versions for each facility.

WILSON –Siemens Apogee 600

UCC/CDC - Delta BACnet

Is the contractor's responsibility for software upgrade limited to the repair threshold of that particular building?

If a repair, threshold applies; upgrades are fully reimbursable by the District to the Contractor, as approved by the District.

55. C.3.26.7 – States the contractor shall install coupon racks. Are there any racks presently installed?

Yes

56. C.3.26.14 – Are water treatment microprocessors currently being used?

Yes

57. C.3.31 – Please provide the quantity and sizes of all backflow devices requiring testing.

See Equipment List

58. C.3.40 – Please provide quantities of fan-powered terminal boxes requiring maintenance.

Not Available

59. C.3.66 – Are extended phase-out services reimbursable? If not, what will be the maximum duration?

If extended phase out, beyond specified time written in the contract, is required the District will negotiate extension and compensation.

60. C.3.86.4 – Please confirm the generator Project Manager must be NICET certified. Yes. Please provide the type and level of NICET certification required. Level of certification shall be in accordance with code requirements. NICET Certification is typically limited to fire alarm technicians.

61. C.3.86.9.18 – Are there any load-banks currently installed at the facilities to perform the annual load-bank testing?

Yes

62. C.3.86.10 – Does the repair deductibles apply to Generators?

Yes

63. C.3.88.11 b – Please confirm the Burner Technicians must be supervised by a NICET Certified Project Manager. Yes. Please provide the type and level of NICET certification required. Level of certification shall be in accordance with code requirements. NICET Certification is typically limited to fire alarm technicians.

64. C.3.92.8.6 – Will the contractor be reimbursed if the on-site staff can not complete the snow removal and a subcontractor must be used?

No. Reimbursement for snow removal only applies when snowfall is greater than 6 inches.

65. C.3.92.8.6 – Please provide more detail on the areas that are to be included for each building. Example: Are the access roads around the Wilson included or just the sidewalks? Do the parking lots at UCC and 95 M Street fall under the snow removal plan?

REEVES - Sidewalks from building to street and the ramp leading into the parking garage.

OJS - All entrances, walkways, pathways, garage and loading dock, entrances, steps, and landings

95M - Parking lots, street, and sidewalks

WILSON - In addition to entire sidewalk areas, gutters/curb, parking spaces and access roads (13 ½ & D Streets) are included.

UCC/CDC - Parking lots and sidewalks

66. C.3.98.10 – Is the contractor required to furnish “District” pagers, cell phones, wireless messaging device and walkie talkies, or will a Blackberry type devices be acceptable?

Blackberry device is acceptable, as long as they are compatible with FAST. Walkie-talkies are utilized in Wilson to communicate with Protective Services Police Division and front desk.

67. C.3.98.25 – Please provide the Fire Alarm Monitoring company(s) currently being used.

REEVES - DRES/Protective Services Police Division (Group Agreement)

OJS - DRES/Protective Services Police Division

95M - ADT

WILSON – Data Watch

UCC/CDC – ADT & on-site fire dept.

68. If one of the CLIN’s does not apply to a particular building (ie: landscape irrigation system at OJS building) does the contractor leave that line item blank or insert not applicable?

Write “Not Applicable” if it applies.

69. Are there any irrigation systems for the buildings?

REEVES - Yes

OJS – No

95M – No

WILSON - Yes

UCC/CDC Yes

70. According to C.3.8 the contractor has 60 days to submit an initial deficiency list. If during the compilation of the list a piece of equipment requires a repair - that has yet to be inspected - will the contractor be financially responsible for the repair threshold.

The contractor will be financially liable if the District determines the Contractor impacted/caused the need for the repair during the 60 day period.

71. Is there a minimum man-hour requirement for the Construction Manager?

No

72. Please identify the number and size of all underground storage tanks.

REEVES - None

OJS- None

95M- None

WILSON - None

UCC/CDC – One 40,000 gallon underground potable water tank. Two 10,000 gallon underground fuel tanks.

73. Please define what exactly is meant in section C.3.24.3 with respect to the contractor connecting the UPS to critical control system computer. Is this limited to BAS control systems only?

Yes

74. There appears to be conflicting language in Section C.3.46. Please confirm that if the building population were to change that the contractor would be required to change the signage in the Lobby only. No. Please re-read section C.3.46...requirement is for lobbies, way-finding systems, and hallway, common area; only interior tenant spaces are excluded. Section: C.3.46, pg. 81 – How many move, add changes to the signage covered by this section occurred in the last 24 months?

REEVES - None

OJS - Several – 10-20 tenant moves/relocations

95M - None

WILSON – less than 10

UCC/CDC - None

75. If the contractor is not responsible for physical security then why are they required to submit a Vandalism Remediation Plan as per C.3.70.5?

Physical security refers to building access and scanning equipment, not the prevention of vandalism to the building or common area spaces or base building spaces.

76. C.3.91 Please indicate what type of plants and flowers are required for each building as part of the landscaping requirement.

Type to be approved at the discretion of the COTR for each building.

REEVES - has a green roof which requires specific plants and upkeep.

OJS - has a green roof which requires specific plants and upkeep.

77. Please provide a list of trash compactors and dumpsters with sizes required at each site.

See question 19.

78. Is the contractor responsible for snow and ice removal in the streets and parking lots at 95M, UCC and Wilson Building?

See question 65.

79. Does the District provide any snow removal equipment?

No

80. Please define what is meant by pre-treatment up to 6” snow and ice removal service as defined in Section C.3.92.5?

This section is a line item summary, please read section C.3.92.8 (item#6) for details.

81. **Reference:** Page 237, Section M.4.1, Technical Criteria, M.4.1.1 Building Operating Plan – Snow and Ice Removal Plan states “...*The plan shall include the Contractor’s representatives by name and telephone number for contact twenty-four (24) hours a day, seven (7) days a week.*” Are actual names and phone numbers for the contractor’s representatives required in the proposal version of this section of the BOP or are proposed personnel titles with “TBD” sufficient until the contract is awarded and the final plan is submitted?

Actual names and phone numbers for Key Personnel and proposed subcontractors are required.

82. **Reference:** Page 239, Section M.4.2, Past Performance, Buildings and Contracts Managed section states “...*provide a copy of the performance evaluation review conducted by each customer.*” What if a customer does not provide performance evaluation copies? Is there a substitute for this information? Will the District be contacting the references directly and can that information be obtained by the evaluator at that time if necessary?

The Offeror must provide performance evaluation copies or equal documents that will substantiate your claim. The District will be contacting the references directly so all verifiable references must be submitted along with your proposal.

83. **Reference:** Page 239, Section M.4.3, Key Personnel section states “...*In addition, this evaluation factor will take into account Offeror’s realistic ability to deliver the specific personnel that have been successful on previous relevant contracts.*” How

will the District evaluate this item? Will a Letter of Intent from the proposed candidate(s) suffice to show a realistic ability to deliver the personnel?

The Offeror must provide the key personnel resume or equal documents that will show the education, experience, skills, expertise and past performance on relevant contracts.

84. Can the District provide the number and types of trade personnel that are currently providing the mechanical services at each facility?

No

85. **Reference:** Page 241, Section M.6.1.1, Required Small Business Enterprise (SBE) Subcontracting Set-Aside section states “...*All Offerors responding to this solicitation shall submit with its proposal, a notarized statement detailing its subcontracting plan.*” Are Offerors that qualify as small businesses enterprises required to submit a Small Business Subcontracting Plan or only those offerors who are considered large businesses?

All Offerors, no exception, are required to submit a notarized subcontracting plan along with the proposal.

86. Is it really the intent of the District that subcontracting plans included with an offer be notarized?

Yes

87. **Reference:** Page 227, Section L.2, Proposal Form, Organization and Content. The section states “...*Proposals shall be typewritten in 12 point font size on 8.5” by 11” bond paper .*” Can Offerors use 8.5” X 14” or 11” X 17” foldout pages for tables, graphics, etc.?

Yes

88. Can an Offeror use smaller than a 12 point font in graphics and tables as long as the font is clearly legible?

Yes

89. Will the District consider an extension on the submission date due to the abbreviated dates between the site visits and question submittal dates? It would be beneficial to Offerors and allow a better proposal to be submitted if more time were available to incorporate the information from these two elements.

See Amendment No. 3.

90. Would the District please provide a list of attendees for each of the site visits?

See Amendment No. 3.

91. **Reference:** Page 234, Section L.23, Contract Completion or Termination, Phase-In Transition Plan states "...*The Contractor shall submit a written Phase-In Transition Plan along with the BOP and proposal.*" The Conceptual Phase-Out Plan section states "*The Contractor shall submit a written Conceptual Phase-Out Plan along with the BOP and proposal.*" The Phase-In and Phase-Out Plans are not mentioned in Section M. Since these plans are not mentioned in Section M, is it the intention of the District that these plans should be included in the BOP section of the proposal or will they not be required until contract award?

It should be included with BOP submission.

92. Can an Engineers license from Virginia or Maryland be substituted for the requirement for a 3rd Class DC Engineers license for the Chief Engineer?

No

93. Is there a maximum number of past performance references the District would like to see for each contractor?

No

94. Would the successful bidder be expected to work with the existing "Dolphin" mechanical water treatment devices or may conventional water treatment chemicals be employed? (One Judiciary Square)

Conventional treatment devices or chemicals can be employed, as approved by the COTR.

95. What is the steam boiler / steam production used for? (UCC/CDC Building)

Ambient humidity regulation.

96. Can a time(s) of operation be provided? (UCC/CDC Building)

As needed

97. Is the absorption A/C machine used? if so, can operational time estimates be provided?(UCC/CDC Building)

The Absorption Chiller has only been operated in the summer where its option to be powered by gas does yield some energy savings; otherwise it is reserved for increased redundancy.

98. Can the successful bidder use all existing water treatment control equipment currently on-site (bleed controllers, chemical tanks, chemical pumps, corrosion racks) etc.? (All Buildings)

Yes

99. **Section: B.1, pg. 2** - Can offerors submit multiple proposals; e.g. one for all facilities, and one for each facility?

One proposal for each facility, NOT one for all five facilities.

100. **Section: B4.1, pg. 2** - How can the contractor recover the costs associated with purchasing materials and services (cost of money, processing purchase orders, and invoices)?

The District reimburses for the actual cost indicated in the supplier's invoice only.

101. **Section: C.3.2.2, pg. 52** - What are the Screening and background check requirements?

Listed below are the steps that should be taken by the contractor(s) when requesting credentials:

- Visit the Metropolitan Police Department: Henry J. Daly Bldg., 300 Indiana Avenue NW.
- Complete a PD Form 70 (Criminal History Request) for a record check. This form is available at the Arrest and Criminal History Section; Room 3055. Most requests will be processed while you wait, generally between 15-45 minutes. One of the following documents are needed to make the request:
 - ✓ Government Issued Photo ID, such as, Driver's License or Non-Driver's ID
 - ✓ Original Birth Certificate AND Social Security Card
- A fee of \$7 (UCC \$35-Federal background check included) is required (cash or money orders only, payable to DC Treasurer; no credit cards or personal checks)
- Once Police Clearance has been obtained; complete and sign the Non-Employee ID Credential Request form.
- Send the Police Clearance documentation, original ID Credential Request form and a legible copy of their drivers license to Kim Currie for processing

102. **Section: C.3.6, pg. 53** - When was the last electrical protection device study performed?

REEVES - Unavailable

OJS - Unavailable

95M - Unavailable

WILSON - 2006

UCC/CDC - 2010

103. **Section: C.3.8.1, pg. 53** - Is the IDL to be included with the proposal?

No

104. **Section: C.3.10.2, pg. 55** - How many site licenses will the contractor needs to provide DRES?

2 per building

105. **Section: C.3.10.3, pg. 55** - Will the contractor have to provide user training to the District staff, if a supplemental CMMS is used to manage the facilities?

Yes

106. **Section: C.3.10.4, pg. 55** - What are the current capabilities of the FAST CMMS system?

Work order tracking.

107. **Section: C.3.10.4, pg. 55** - Will the contractor be required to provide both digital and printed drawing updates?

Yes

108. **Section: C.3.10.4, pg. 55** - Will the hardware and printer cost be reimbursed under section C.3.99?

No

109. **Section: C.3.10.7, pg. 56** - Will the contractor be allowed to accomplish this work during regular hours?

Yes. However, please re-read section regarding tenant interruption.

110. **Section: C.3.10.8, pg. 56** - Should the District stop work and require rescheduling at a time designated by the COTR, will the performance time frame for the IDL, revised IDL, existing conditions survey and the equipment inventory and labeling deliverable be extended?

Yes, time and extensions will be negotiated with and approved by the District.

111. **Section: C.3.10.9, pg. 57** – What percentage of the equipment listed in section J.1.5 is resident in the FAST system?

None

112. **Section: C.3.11.3, pg. 59** – Is there a Nextel backbone or other repeater type system in any of the facilities currently?

Yes

113. **Section: C.3.11.7, pg. 59** – What District of Columbia license is required for the Chief Engineer?

Minimum, DC Class 3.

114. **Section: C.3.16.2, pg. 65** – How many of the five facilities have a working BAS system currently?

Two - Wilson and UCC.

115. **Section: C.3.17, pg. 65** – What is the current load shedding capability of each facility?

Not available at this time.

116. **Section: C.3.18, pg. 66** – Is there an asbestos containing material (ACM) management plan present any of the five facilities?

No, but the District is governed by Federal OSHA.

117. **Section: C.3.23.1, pg. 67** – What square footage of inventory control space will be made available to the contractor at each location?

REEVES - 404 Sq.Ft

OJS - all storage space located in loading dock north and south side (approx. 1,200 s.f.)

95M - Engineering (Basement) – Approx. 210 sq.ft.; Janitorial (Basement + 3rd Fl.) – Approx 58 sq.ft.

WILSON - Engineering Approx. 625 sq ft office/storage; Janitorial 784 sq ft (excluding closets).

UCC/CDC - Engineering (B2 level) – Approx. 1600ft.; Janitorial – Approx. 908 sq.ft. (including office space).

118. **Section: C.3.23.1, pg. 67** – Is lockable storage and shelving cost reimbursable?

As approved by the District.

119. **Section: C.3.23.3, pg. 67** – Given that the UCC-CDC is a 24 x 7 x 365/6 facility during what days and times can the testing be performed?

As coordinated with the COTR.

120. **Section: C.3.24.2, pg. 68** – Will the contractor be required to submit software override approvals to perform planned and scheduled PM activities on equipment controlled and monitored by the BAS system(s)?

No

121. **Section: C.3.24.4, pg. 68** – How many control system computers currently reside in the five facilities?

REEVES - two

OJS - One cooling tower system

95M - None

WILSON - two

UCC/CDC - two

122. **Section: C.3.43, pg. 80** – How many areas in each facility are secured with cipher locks?

REEVES – Three (3)

OJS – 10 to 20 electrical

95M - None

WILSON - Approximately 50 (mix of electrical and mechanical).

UCC/CDC – Three (3)

123. **Section: C.3.43, pg. 80** – How many times per year are cipher lock combinations changed in the current security protocol?

It varies, dependant upon tenant moves and employee turnover.

REEVES – The locks have not been changed since installation

OJS – Unavailable

95M – N/A

WILSON – Less than fifteen (15)

UCC/CDC – The only cipher locks (on the second floor) are controlled and maintained by the tenant.

124. **Section: C.3.44, pg. 80** – What is the requirement for performing work in the high traffic and common areas, e.g. regular or after hour work execution?

As approved by the COTR

125. **Section: C.3.47, pg. 81** – What is the current type of roofs and approximate age of the roofs for each facility?

REEVES - Contains two primary low-slope roof areas and secondary sloped skylight roofs over the entrance and adjoining central building atriums. The primary low slope roofs of the building were finished with a multi-ply asphaltic-based built-up roofing system with a graveled surface. A portion of the upper low slope roof under the mechanical system's cooling tower is finished with spray-applied polyurethane foam (SPF) roofing system, possibly applied over a BUR system. The installation date of the roofing systems is not readily available.

OJS – Flat rubber roof; 20 years

95M – Built up composition, approx. 5 years old.

WILSON - One primary sloped roof area and three primary low-sloped areas and one skylight roof. The primary sloped roof areas are covered with standing seam copper roofing panels over saturated felt underlayment. The low sloped roofs are covered with three-ply asphaltic-based build-up roofing system with a hot-mopped granular-surface SBS modified bitumen cap sheet. Age is approximately 12 years.

UCC/CDC - has 2 types of roofing: A) TP membrane over Profiled steel battens for the Call Center and CDC. B) Concrete slabs for the flat roof supporting antenna array. The age of both roof types is 5 years.

126. **Section: C.3.48, pg. 81** – Will the contract be required to erect scaffolding for other than their own use in the performance of this contract scope?

Not as a base contract requirement.

127. Under cleaning frequency, there are tasks with frequencies “As needed”. Are these “as needed” tasks considered reimbursable services?

No

128. Are the facilities cleaned during the day (daytime cleaning) or after hours in the evening? Both. If so, which ones are day cleaning and which ones are night cleaning?

All

129. What are working days and working hours of the cleaning crew?

To be proposed by offeror but in consideration of building operating days and hours.

130. For those that are cleaned at night, do you have day time porter requirements in any of the facilities?

N/A

131. Is the cleaning personnel under a wage determination or an union collective bargaining agreement? If under a CBA, please provide a copy of the agreement.

See Exhibit 5

132. Are there US citizenship requirements for cleaning personnel?

No, as long as any personnel is of legal status.

133. 1) Will you release another amendment on the website listing all the questions and answers that was asked at the Pre-Bid Meeting on May 13th?

No

134. Can you clarify the deduction rate concept on the pricing schedule?

The concept is not referenced in the pricing schedule.

135. 3) Where should the respondents list the cost for property manager, chief building engineer, etc. positions? Should it be listed under the Basic Services line item?

Yes

136. **LEFT INTENTIONALY BLANK**

137. Is the proposal due date still May 28 at 2 p.m.?

See Amendment No. 3

138. Please provide current Collecting Bargaining Agreements for all five locations be provided.

See Exhibit 5

139. Please provide list of all elevator equipment for all five locations.

See Question 20

140. Please provide a history of any District and or EPA fines as noted on page 66, paragraph C.3.18.1.

N/A

141. Please provide current staffing at all five locations.

No

142. Please provide a list of day porters/matrons (full and part-time) that are currently provided/required for each facility.

No

143. Please provide Section B in excel format.

Section B is not available in excel format.

144. Please provide a list of current subcontractors at all five locations and or a list of prime vendors.

See Question 25

145. Please provide the date of the last thermo graphic scan as noted on page 77 paragraph C.3.36.8.

See Question 102

146. Can we please have a ten day extension of the due date to June 7?

No, see Amendment No. 3.

147. Pepco requests a 2 week extension to the submission deadline of May 28, 2010 at 2 pm?

No, see Amendment No. 3.

148. What are the additional access restrictions for personnel working in the UCC/CDC building?

If background check process is not completed and successfully passed, access will not be granted.

149. What are the district's hazardous waste requirements?

The District's plan is the "Hazardous Waste Management Regulations" and mirror's the Federal EPA standard as listed in section C.1.1 "Applicable Documents", item #4 of the contract.

150. Who is the manufacturer of the fire alarm system in the OJS building?

See Question 20

151. What is the city's current fire alarm testing schedule?

The District follows NFPA and IFC requirements.

152. Are there any existing maintenance contracts which will rollover to the new contract?

None

153. Are there any existing labor contracts or collective bargaining agreements which will rollover to the new contract?

See Exhibit 5

154. On the inventory provided as per section J of the solicitation, does a blank installation date indicate the equipment was installed as part of the original building construction?

No

155. Is there a union at any the locations? If so can we get a copy of the CBA for each location and seniority list?

See Exhibit 5

156. Could we get a list of all subcontractors by location?

No

157. What is the current monthly price for each location?

Please check-out the Contract Award Database at the OCP website (www.ocp.dc.gov) or contact the contractors for prices.

158. How much does DRES pay for recycling & trash removal at each location?

Please check-out the Contract Award Database at the OCP website (www.ocp.dc.gov) or contact the contractors for the current contract value.

159. If a CBE bids as a prime will they have to meet the 35% subcontracting requirements.

All prime, with no exception, must meet the 35% subcontracting requirements.

160. How does DRES currently staff its building with regards to the O&M?

Will not provide this information...Offeror to propose within BOP.

161. When will the new contracts start?

As soon as the Council approves it.

162. Do we have to submit a separate proposal for each building? How many copies for each building do we have to submit?

One proposal for each building. One proposal consists of 1 original and six (6) copies.

Janitorial Services:

163. One Judiciary Square

a. How many day maids and day porters are required for the building that perform only servicing duties while occupants are in the building to include servicing/refreshing/restocking restrooms; policing outside areas, garage?
To be determined by contractor as part of the BOP

b. What is the sq ft of any occupant areas in the building where day cleaning is required due to security concerns and these areas are locked at night?

10,000 s.f. (Office of Attorney General-Child Support Division – 5th floor); Yes

c. If day cleaning is required, are the public corridors and restrooms cleaned at night?

Yes

d. Are any cleaning services required after the night cleaning shift ends at 11:00pm Monday-Friday?

Not as a part of base services.

a. Please confirm the cleaning services are required only five days per week.

Yes.

164. Reeves Center

a. How many day maids and day porters are required for the building that perform only servicing duties while occupants are in the building to include servicing/refreshing/restocking restrooms; policing outside areas, garage?

To be determined by contractor as part of the BOP.

b. What is the sq ft of any occupant areas in the building where day cleaning is required due to security concerns and these areas are locked at night?

None

- c. If day cleaning is required, are the public corridors and restrooms cleaned at night?

Yes

- d. Are any cleaning services required after the night cleaning shift ends at 11:00pm Monday-Friday?

Not as a part of base services

- e. Please confirm the cleaning services are required only five days per week.

Yes.

165. DMV Admin

- a. How many day maids and day porters are required for the building who perform only servicing duties while occupants are in the building to include servicing/refreshing/restocking restrooms; policing outside areas, garage?

To be determined by contractor as part of the BOP.

- b. What is the sq ft of any occupant areas in the building where day cleaning is required due to security concerns and these areas are locked at night?

c.

IT Rooms, approx. 600 sq.ft.

- d. If day cleaning is required, are the public corridors and restrooms cleaned at night?

Yes

- e. Are any cleaning services required after the night cleaning shift ends at 11:00pm Monday-Friday?

Not for basic cleaning services. Only if requested by the COTR.

- f. Please confirm that cleaning services are required six days, Monday thru Sat each week.

Yes. Cleaning services are required Monday thru Saturday at the DMV, 95 M Street.

166. Wilson Building

- a. How many day maids and day porters are required for the building that perform only servicing duties while occupants are in the building to include servicing/refreshing/restocking restrooms; policing outside areas, garage?

To be determined by contractor as part of the BOP.

- b. What is the sq ft of any occupant areas in the building where day cleaning is required due to security concerns and these areas are locked at night?

OAG, approx. 3,750 sq. ft. and 6th floor approx. 11,000 sq ft.

- c. If day cleaning is required, are the public corridors and restrooms cleaned at night?

Yes. 6th floor cleaning to be approved by COTR.

- d. Are any cleaning services required after the night cleaning shift ends at 11:00pm Monday-Friday?

Not as a part of base services.

- e. Please confirm the cleaning services are required only five days per week.

Yes, base contract cleaning services.

167. UCC/CDC

- a. How many day maids and day porters are required for the building who perform only servicing duties while occupants are in the building to include servicing/refreshing/restocking restrooms; policing outside areas parking area?

To be proposed in BOP submission.

- b. Please confirm that cleaning services are required for three shifts, seven days, Monday thru Sunday each week.

No third shift required (11pm to 7am)

168. Does the presently installed water treatment equipment belong to the government, if so will it be available for our use?

Yes

169. Please identify the period of operation for each HVAD system in each location.

Contractor is responsible for appropriate building equipment ramp-up based on each building's normal working hours.

170. Please clarify whether or not any of the chiller systems or cooling tower systems is redundant.

REEVES - No

OJS - Cooling tower system is redundant

95M – Chiller system is redundant

WILSON – Chillers and Cooling tower systems are redundant.

UCC/CDC - Chillers and Cooling tower systems are redundant.

171. Please specify for each location the total tonnage of each chiller system.

REEVES - 958 tons for two chillers

OJS - no chiller system; water-cooled package units or air-handler units

95M - 192 tons

WILSON – 800 tons for 4 chillers (200 tons each)

UCC/CDC - 1200 tons for 3 chillers (400 tons each)

172. Reference Section B, B.4.1 Parts and Materials. This paragraph indicates the Government will provide all parts and materials required for the firm fixed price performance of this contract or such items shall be reimbursable to the contractor at actual cost. This is very unusual for a Facilities Service Contract. Please confirm this is the Governments intent.

The section reads “the Government MAY provide the parts or materials..”

173. Reference Section C, C3.1.26 EMCS Control Systems. These systems were not viewed during the prebid tours and attachment J.1.5 Equipment lists only one system is indicated. Please provide a listing of these systems indicating the manufacturer’s name and type of EMCS system per building.

REEVES - N/A

OJS - N/A

95M - N/A

WILSON - Siemens Apogee 600

UCC/CDC - Delta BACnet

174. Reference Section C, C3.6 Electrical Distribution Systems and UPS systems. Please indicate when the last tri-annual electrical preventative maintenance was performed for each building. (See question 102) Also, Attachment J.1.5 Equipment Lists does not provide detailed electrical equipment information for 95 M Street or the UCC/DCD Facility. To allow us to properly estimate the required PM costs for these systems, please provide these listings.

95M

Mechanical Equipment Room, Ground Floor

1. Main Switchboard – N.J. Sullivan, 1200 Amps, 480 Volts 3 – Phase
2. MDP-A, Cutler Hammer, 800 Amps, 480/277 Volts, 3 – Phase
3. MDP-B, Cutler Hammer, 800 Amps, 120/208 Volts, 3 – Phase
4. 1 – 100 Amps, 480, Volts, 3 – Phase

5. 1 – Dry type transformer, Sorgel, 200 KVA, 480-120/208 volts, 60 Hz
6. Panel L (MCC), size not available

Ground Floor Distribution Panels

1. Panel A, Cutler Hammer, 225 Amps, 120/208 Volts, 3 – Phase
2. Panel DPC, G.E., 400 Amps, 120/208 Volts, 3 – Phase
3. Panel H, Cutler Hammer, capacity unknown, 120/208 Volts, 3 – Phase
4. Panel G, Cutler Hammer, 60 Amps, 120/208 Volts, 3 – Phase
5. Panel T (located in telephone equipment room), size unknown

First Floor Distribution Panels

1. Panel (No Name Plate) – 120/208 Volts, Fused – 30 Amps
2. Panel B 225 Amps, 120/208 Volts, 3 – Phase
3. Panel B-1, 225 Amps, 120/208 Volts, 3 – Phase
4. Panel B 2, 225 Amps, 120/208 Volts, 3 – Phase
5. Panel BL, 225 Amps, 480/277 Volts, 3 – Phase
6. 2 – Panels (No Name Plate Information), 120/208 Volts, 3 – Phase

Second Floor Distribution Panels

1. G.E., 100 Amps, 120/208 Volts, 3 – Phase
2. Cutler Hammer, 225, Amps, 480/272 Volts, 3 Phase
3. Panel ‘CL’, G.E., 400 Amps, 120/208 Volts, 3 – Phase
4. Panel ‘CO’, Cutler Hammer, 400 Amps, 120/208 Volts, 3 – Phase
5. 1 - G.E., 400 Amps, 120/208 Volts, 3 – Phase
6. 1 - G.E., 400 Amps, 120/208 Volts, 3 – Phase

Third Floor Distribution Panels

1. Panel ‘C’, Cutler Hammer, 400 Amps, 120/208 Volts, 3 – Phase
2. Panel ‘D’, Cutler Hammer, 225 Amps, 480/227 Volts, 3 – Phase
3. 2 – Sub Panels, Cutler Hammer, 100 Amps, 120/208 Volts, 3 – Phase
4. Panel ‘C2’, G.E., 225 Amps, 120/208 Volts, 3 – Phase
5. Panel ‘C3”, G.E., 225 Amps, 120/208 Volts, 3 – Phase
6. 1 - Siemens, 125 Amps, 480/277 Volts, 3 - Phase

UCC/CDC

Electrical Service and Distribution

Distribution Panel schedule	Yes	2 x 4000A Switchgear Sections Panel UPS DP-A – 800A Panel UPS DP-B – 800A Panel ESDHL – 800A Panel DHL – 1,000A Panel ESDLL-1 – 800A Panel ESDLL-2 – 400A Panel DLL-1 – 1000A Panel DLL-2 – 800A
Emergency generator	Yes	3 x 1,250 kW Diesel Generators; 6000A Generator Paralleling Switchgear
Auto start and switch over	Yes	5 x ATS's
Cooling and exhaust	Yes	Generator rooms are mechanically vented; UPS rooms, switchgear rooms are cooled with CAHU's
Exit signs	Yes	Throughout building – adequate
Emergency lighting	Yes	Throughout the building
Public address system	No	

175. Reference Section C, C 3.24.3 UPS Systems. During the building tours it was mentioned that each building has one or more UPS systems however Attachment J.1.5 Equipment Lists indicates only one system and does not provide the size or detailed information. Please provide a listing of each UPS system per building, indicating the manufacture's name, model number and serial numbers. Also, please indicate the number of batteries per system and the age of the batteries.

REEVES - Contractor is not responsible for direct maintenance of UPS, as they are maintained by the tenant agencies. Contractor is only responsible for base building utility support, as needed.

OJS - Contractor is not responsible for direct maintenance of UPS, as they are maintained by the tenant agencies. Contractor is only responsible for base building utility support, as needed.

95M - None

WILSON - Contractor is not responsible for direct maintenance of UPS, as they are maintained by the tenant agencies. Contractor is only responsible for base building utility support, as needed.

UCC/CDC - Contractor responsible for maintenance.

UPS A MGE EPS-7500 72-130116-44 500 KW 400KVA ROOM B212 serial# E05-12387

UPS B MGE EPS-7500 72-130116-44 500 KW 400KVA ROOM B212 serial# E05-12386

240 TC-12150C Power Batteries

176. Reference Section C, C3.10.2 CMMS Supplemental System. During the prebid conference it was discussed that the Government's FAST system does not have a calendarized preventive maintenance management module to print monthly PM tickets and the contractor would be required to provide this system as part of the firm fixed price contract. Please confirm this requirement. Also, will this system become the property of the Government upon completion of this contract?

Yes

177. Reference Section C, C3.11.1 Key Personnel this section indicates three positions as key personnel. Attachment J.1.4 Building Descriptions, this section indicates these positions are housed at both the Wilson building and the UCC/CDC facility. This section does not indicate the Property Operations Manager for Wilson is housed on-site. Please clarify the minimum number of key positions required and where each position will have an office.

REEVES

Property Ops Manager – Within the District, supplied by Contractor

Chief Engineer – On-site

Custodial Services Manager – On-site

OJS

Property Ops Manager – Within the District, supplied by Contractor

Chief Engineer – On-site

Custodial Services Manager – On-site

95M

Property Ops Manager – Within the District, supplied by Contractor

Chief Engineer – On-site

Custodial Services Manager – Within the District, supplied by Contractor

WILSON

Property Ops Manager – Within the District, supplied by Contractor

Chief Engineer – On-site

Custodial Services Manager – On-site

UCC/CDC

Property Ops Manager – On-site or within the District, supplied by Contractor

Chief Engineer – On-site

Custodial Services Manager – On-site

178. Reference Section C, C 3.22, Fire Alarm Systems. Attachment J.1.5 Equipment Lists does not provide any information regarding these systems. Please provide all available information for each building including device types and counts. Also, please list all dry agent and Halon-FM 200 systems and their respective sizes.

See questions 1 and 2.

179. Reference Section C, C 3.44 Maintenance Painting. Please indicate the size limit at which maintenance painting becomes a reimbursable project.

Becomes reimbursable upon approval by the COTR. Touch up painting comprises a partial area or space (inclusive of floor to ceiling and wall corners...not an entire room or both sides of a corridor).

180. Reference Section C, C 3.47 Roof Inspections. Please provide information regarding the type of roof, age and any existing warranty information for each of the Facilities roofs.

Roof type answered in question 125. Warranties exist only for the facility listed below.

UCC/CDC – 20 years warranty for Flat cement roof (15 years left). Membrane roofs warranty is expired.

181. Reference Section C, C 98.10 Telephone, please indicate the number of cell phones to be provided to the Government representatives.

Please re-read section, the District is only requesting the phone numbers, not the phone.

182. Reference Section C, C 3.98.20 Non-Destructive Tube Cleaning & Testing. Please provide the frequency at which this service is to be performed.

Per Manufacturer specifications/industry standards, as approved by the COTR.

183. Reference Section C, C 3.98.32 Service Calls. Please provide information on the number of service calls at each facility over the previous 12 months by type.

Not available.

184. Reference Section C, C 3.99.1 Reimbursable Repairs. Please indicate the number of repairs within the previous 12 months at each facility which would qualify as reimbursable repairs.

Not available.

185. Engineering and Maintenance Staffing, during the walk through it was discussed that the UCC/CDC facility is staffed 24x7x365. Please confirm the minimum mandatory staffing and qualifications of the positions required to be on site 24 hours per day year round.

One 3rd Class Chief engineer per shift; Offeror to provide any additional staffing plan in BOP submission.

186. Engineering and Maintenance Staffing, during the walk through it was discussed that the UCC/CDC facility has contractor staffing on-site Monday through Friday includes a Property Operations Manager and Administrative Assistant. Please confirm this requirement.

See question 177.

187. Engineering and Maintenance Staffing. At the prebid conference it was mentioned that the contractor was to provide one Operating Engineer, 8 hours per day seven days a week, excluding holidays, at the 95 M Street DMV location. At the walk through this requirement was said to be 6 days a week. Please clarify the Government's requirement for mandatory minimum staffing at this facility.

The requirement is six (6) days a week, Monday thru Saturday

188. Does the Government own the trash receptacles and dumpsters/compactors or are these provided by the Contractor?

Provided by the Contractor. Trash/Recycling multi-ports are owned by the District.

What is the frequency of pulls for these dumpsters per location.

See question 19.

189. Reference Attachment J.1.5 Equipment Lists, No information is provided regarding the elevator equipment at each facility. Please provide detailed information regarding the manufacturer, number of elevators, equipment type and number of stops per elevator to allow us to accurately price this service.

See question 20 for elevator information; Stop information provided below.

REEVES - The freight elevator, #1, 2, 3 and 4 stops on B1, B2 and 1 – 8 floors. Elevator # 6 and 7 stop on floors 1 – 8.

OJS - Elev. #2-11 - 12 stops; Elev. #1 and #12 - 14 stops; Elev. #13 - 14 stops; Elev. #14 - 15 stops, and Elev. #15 - 3 stops.

95M - 4 Stops

WILSON - #1 and #4 seven stops; #2 and #3 six stops; #5,6,7 eight stops; HC lift one stop.

UCC/CDC - #1 and #2 four stops (B2, B1, 1, and 2); #3 four stops (B2, 1, 2, and 3); #4 two stops (CDC 1 & 2).

190. Reference Attachment J.1.5 Equipment Lists, no information is provided regarding the size or locations of above ground or below ground fuel oil storage tanks. Please provide this information to allow us to properly price annual certifications and registrations of these systems.

Below ground answered in question 72. Above ground tank information is as follows:

REEVES - Above ground, 2,000 gallons (B2 level)

OJS - Above ground; two located (2) in garage level (one for Building use and the other specific to Office of Chief Technology Office (OCTO))

95M - N/A

WILSON - 600 gallon above ground diesel fuel tank.

UCC/CDC - No above ground tanks

191. Reference Attachment J.1.5 Equipment Lists, this listing does not clearly identify oil and gas burning equipment by type. Please clarify as this is priced separately by facility.

REEVES - N/A

OJS - N/A

95M - The equipment list clearly identifies the boiler as gas fired.

WILSON - N/A

UCC/CDC - All 3 boilers are oil and gas. The absorption chiller has a gas option along with electric.

192. Reference Attachment J.1.5 Equipment Lists, This listing does not indicate landscape irrigation systems or provide any details. As this is priced separately by facility, please provide detailed information including controller type, number of zones, number and type of heads etc.

REEVES - N/A

OJS - N/A

95M - N/A

WILSON - Two zones, approx 20heads per zone

UCC/CDC - 24 zones; Tigerflow controller; approximate 240 heads

193. Reference generator diesel fuel. The RFP indicates the contractor is to provide fuel for the emergency generators as a component of the firm fixed price. Please confirm this requirement. If this is the intent, please provide the average annual fuel consumption per building over the previous 12-month period.

See question 35

194. Reference Retail Tenant Spaces: Several buildings have third party retail tenants located in the lobby spaces. Please provide information regarding the level of services the Contractor will be required to provide in support of these tenants at each location as a component of the firm fixed price contract.

See question 43

195. Reference Cafeterias. Please identify any government owned cafeterias that may be located in the facilities and the level of services the Contractor will be required to provide in support of these tenants at each location as a component of the firm fixed price contract.

No Government operated cafeterias.

196. Reference the Reeves Center. Will the Contractor be required to clean the interior Atrium windows as a part of this contract? If so, what is the required frequency?

Yes, annually.

197. Reference Employee Parking. Will the government provide parking for contractor personnel at each Facility? If not, is parking available for rent and if so at what monthly rates?

See question 48

198. Reference Incumbent Personnel. As three of the facilities are operated by D.C. Government employees, and two facilities are outsourced to third party service providers, what if any requirements are there to interview, hire, or provide first right of refusal to the incumbents by the successful Contractor? Also, it was mentioned at the prebid conference that Engineering and/or Janitorial services (and possibly other services) at one or more of the facilities was being performed by Unionized Personnel. Will the successful contractor be required to honor the terms and conditions of these Collective Bargaining Unit agreements? If so, please provide copies of said agreements and a roster of covered positions per location.

There's no requirement for successful Contractor to hire or provide first right of refusal to the incumbents.

See Exhibit 5 – CBAs

The roster per location not available.

199. Due to the current timeline requiring proposal submission May 28th, and to ensure bidders can provide the most technically complete and completely priced proposal, we respectfully request a two week extension in the Bid Due Date from the date answers to questions are posted.

See Amendment No. 3

200. Does the presently installed water treatment equipment belong to the government, if so will it be available for our use?

Duplicate 168

201. Please identify the period of operation for each HVAC systems in each location.

Duplicate 169

202. Please clarify whether or not any of the chiller systems or cooling tower systems is redundant.

Duplicate 170

203. Please specify for each location the total tonnage of each chiller system.

Duplicate 171

204. Are there any Collective bargaining agreements in place at any of the buildings in this solicitation, If so, which trades are covered and at what buildings?

See Exhibit 5.

205. Can copies of any Collective bargaining agreements be provided to the contractors for review?

See Exhibit 5.

206. As a cost savings to the district, can the contractor propose to use key personnel such as the property operations manager for more than one location, in conjunction with an assistant property manager to cover the requirements of the contract? The assumption is that both key personnel will rotate through all of the facilities on a normal schedule.

No. Evaluation of proposal is per building. There's no guarantee that a Contractor will be awarded with more than one building.

207. Please list the current engineering shift coverage for each of the facilities. i.e., 24-7, 365 days a year.

REEVES - Five days per week, 6am to 6pm.

OJS - Five days per week, 7am to 5pm.

95M - Six days per week, one shift per day.

WILSON - Five days per week, 6am to 6pm.

UCC/CDC - Seven days per week 24-hours per day.

208. Can the contractor use existing on-site staff for snow removal operations for snow fall events less than 6" in magnitude?

Yes, Contractor staff (not District) as long as building operations are maintained.

209. Please clarify the line item that requires a price for "Landscaping, <6" Snow Removal and Maintenance. When in section C.3.92.8 number 6, requires to contractor's on-site staff to perform snow and ice removal.

Regularly scheduled onsite staff **MAY NOT** be sufficient for snow treatment and removal. Contractor should take this into consideration when preparing BOP and submitting the monthly proposed pricing. In any case, sufficient staff shall be on site at time of a snow/ice event.

210. How should this item be priced?

The line item refers to both landscape maintenance and snow removal. Price provided should tell how much you will charge the District to maintain the landscape and to keep the areas free of <6" snow.

211. At Reeves Center;

- a. There seemed to be mold and mildew buildup around the cooling tower and on the roof, the roof drain seemed to be clogged. Are these included in the scope? If so, how do we price them?

Refer to section C.3.8

- b. The parking deck showed sign of structural defects around the beam. Are these also included in the scope and how do we price these items?

Refer to section C.3.8

212. I would like to receive copies of the previous contract awards for the 5 buildings being bid by DCAM-2010-R-0129. We would like to ensure our bid response is as thorough as possible.

Please check-out the Contract Award Database at the OCP website (www.ocp.dc.gov) or contact the contractors for the current contract value.

213. Could you please tell us how many kitchen fire suppression systems there are for each location, if any? If these are to be regularly inspected, could you provide the manufacturer type and size of each? (For example, one Ansul R102-6 gallon).

N/A

214. Please confirm the number of dry pipe sprinkler systems, pre-action sprinkler systems, and fire pumps for each building. If these systems are present, please provide the size, make and model of each, and what areas they protect.

See Question 1

215. Could you please provide a total count of portable fire extinguishers for each building?

REEVES ~300

OJS ~500

95M - 9

WILSON - 45

UCC/CDC - 55

216. Could you please provide a total count of fire alarm system devices per building? Device counts would include the number of control panels, booster panels, annunciators, ceiling smoke detectors, above ceiling smoke detectors, below-floor smoke detectors, manual pull stations, heat detectors, duct detectors, flow switches, pressure switches, tamper switches, horn-strobes, bells, and strobes?

See question 1

217. What areas have detectors that are above 12' that would require a lift or a ladder to reach? Yes, ladders or lift needed at all buildings. How many detectors above 12' are there in the building?

Not available

218. Are there any clean agent suppression systems, ie., Halon, FM200 systems, etc? If so, how many systems? Please provide a total count of suppression system devices per building, including the number annunciators, ceiling smoke detectors, above ceiling smoke detectors, below-floor smoke detectors, manual pull stations, heat detectors, duct detectors, horn-strobes, bells, and strobes?

See question 1

219. How many elevators in each building have recall which would require testing?

REEVES – Seven (7)

OJS - Fifteen (15)

95M - None

WILSON – Seven (7)

UCC/CDC – Four (4)

220. At the OJS Building, the Seimens fire alarm system had 24 “troubles” indicated on the panel. Is there an explanation why these are present? Is this an ongoing problem? Will these be cleared prior to the start of the new contract?

In process.

221. Would we be provided a parking space while we are working, (see question 48) also are we liable for water main and sewer repairs, and street work, etc?

No.

222. Can you please confirm the current staffing levels at each facility?

Be submitted as a part of BOP submission.

223. Given the current design of the 911 call center, are there any improvements/modifications in the foreseeable future that would cause the contractor to be responsible for the ceiling lighting/vents?

Not at this time.

224. The proposal states that the UCC building sits on 11.8 acres, is there any potential construction that would modify or expand the contractor's scope of work?

Not at this time

225. If the contractor wishes to purchase parking for engineers, namely at the OJS building, can parking be guaranteed or will it be treated in a first come/first serve manner?

Parking is not guaranteed. Parking availability is coordinated by DRES Parking Coordinator and currently under review.

226. The master HVAC engineer at OJS mentioned some travel to other district buildings. Does he get a vehicle to use and/or any reimbursement for costs incurred during travel?

Not relevant to CMC

227. One employee mentioned that he was a union member but did not specify which union. Could you clarify which facilities are union and to which union(s) they belong to?

See Exhibit 5.

228. Section C.3.54.1 Could you please clarify this section. The first sentence states that the Contractor shall include all Repairs performed as Emergency callbacks in the Contractor's bid and priced the same as other Repairs. For instance, if a building engineer gets an emergency call that requires him to return to the building after his normal working hours, it appears that all those type calls need to be estimated and included in our base cost. However, in the 2nd sentence it is stated that The District will pay for repairs associated with the emergency in accordance with the terms of the

reimbursable services component of this contract. Assuming that a subcontractor was not required for this service and the engineer could make the repairs, would the Contractor be reimbursed for the overtime call that will be paid to this Contractor employee (engineer)?

No.

229. Does the district currently own any of the Purrell dispensers within the properties? What is the anticipated purchasing structure for these supplies?

Dispensers owned by the District. Refills to be supplied and installed by the contractor.

230. In regards to the submission of the overall Custodial Service quote, we have noticed that there are many opportunities for discrepancies with the annual frequencies. Would the district be open to mandating a breakdown of Quarterly, Biannual, and Annual service? This providing a clear understanding of the responsible nature of the bidder to incorporate these line items within the proposed costs.

No. Staffing levels and operations and management approach should be a part of BOP submission.

231. Would the district please provide current Custodial Contract values per property?

Please check-out the Contract Award Database at the OCP website (www.ocp.dc.gov) or contact the contractors for the current contract value.

232. Regarding the Custodial day personal would the district please provided start times per site?

All facilities, with the exception of 95M Street, are accessible 24 hours per day/7days per week. Therefore, with the exception of the special security access considerations of certain suites, it is the responsibility of the contractor to have buildings cleaned and fully serviced prior to the arrival of staff for the normal work day for each location.

95 M St is available for cleaning between the hours of 6:00a.m. and 8:00p.m.

233. Regarding the UCC and CDC annex property, would the district please provide the detailed scope of janitorial service? This site calls for services not covered by the standard specifications released in this solicitation. Would the district please provide clarity as to which standard will hold merit?

No.

234. How many elevators/escalators are in each building and what type? Like hydraulic, escalator, traction (if traction are they geared or gearless)

TOTAL Paper	26	8	14	12	13	15	14	102
TOTAL Glass/Plastic/Aluminum	2	0	0	0		0	0	2
Shredding Services (Shred-it DC)	5	8	7	6	5	15	6	51
TOTAL RECYCLABLES	27	16	20	18	18	30	20	150
TOTAL SOLID WASTE	18	15	15	16	16	22	13	115
TOTAL RECYCLABLES & SOLID WASTE	45	31	36	34	34	52	33	265
RECYCLING RATE	60%	52%	57%	54%	53%	57%	60%	56%

238. Who is currently monitoring all fire alarms at the various buildings. We ask because we know we are responsible for the fire alarm system – but since we are not responsible for any perimeter control, it would be helpful to know who is monitoring or whether you expect the Contractor to include costs for monitoring of the fire alarm system.

See Question 67

239. Pest Management – frequency, pest covered.

Monthly – rodents and insects (e.g. ants, roaches, fruit flies) (interior and exterior). Special infestation treatment as needed.

240. Are cafeterias, food court vendors, day care, fitness centers, bank, credit union covered under this contract?

Yes. Partial services, as documented.

OJS - Maintenance is covered for food court vendors for base building equipment and utilities.

241. What is the response time for emergency drive?

Refer to section C.3.58 “Contact and Response Time Requirements”

242. If possible, please provide history of emergency service requests over the past year.

Not available.

243. Is there currently a CBA in place at any of the facilities. If so, what are the terms of the CBA?

Not available.

244. With regard to joint ventures, please clarify what specific documents need to be submitted with the proposal?

Offerors should submit with their proposal, a copy of the signed Joint Venture Agreement.

245. Can DRES provide to the bidders an electronic copy of the pricing sheet in excel format? This will allow uniformity and consistency?

The pricing sheet is not available in excel format.

246. Are any of the existing facilities subject to a collective bargaining agreement and, if so, may we have copies of the CBA(s)?

See Exhibit 5

247. What are the current levels of emergency callbacks during the past 12 months by each building?

Not available.

248. **Computer equipment:** Is the city providing one (1) computer workstation to operate a BAS at each site?

No.

249. **In regards to Vandalism, C.3.90,** along with the \$500 deductible, will we be able to add on fee?

No.

250. **Regarding J. Incorporated Attachment,** LSDBE Certification Package, please clarify the District only requires a copy of current LSDBE certification(s)?

If your firm is currently certified by the District of Columbia, Department of Small and Local Business Development (DSLBD), you should submit a copy of your DSLBD certification letter in lieu of the LSDBE Certification Package.

251. **Reference Section C.3.1.3, Fire Protection.** This reference states that the contractor is responsible for the fire extinguisher inspection (a monthly PM requirement) but does not mention fire extinguisher maintenance (an annual PM requirement). However, the extinguisher equipment type, size and quantity are not provided for any of the buildings.

Will the District provided the total number of fire extinguisher units in each of the five (5) buildings, by type, size and quantity?

REEVES – not available

OJS – not available

95M – 9 (ABC - 5lbs)

WILSON – 45 (27-5lb ABC; 13-10lb ABC; 5-10lb C02)

UCC/CDC -55 (type A, 8lbs.)

252. Is the contractor also responsible for the Annual Fire Extinguisher Equipment maintenance and the 5 and/or 12 year required testing? Please clarify.

Yes.

253. **Reference Section C.3.1.25, Tenant Equipment Support.** This reference states that the contractor is responsible for providing tenant equipment support for mechanical and electrical owned and operated by the tenant agencies.
What are the types and quantities of the tenant owned and operated equipment?
Please clarify.

Not available.

254. **Reference C.3.16.2. BAS Operations and Maintenance.** The 1st sentence of this reference states: “The contractor shall be responsible for the purchase and installation (as a reimbursable expense) operation and maintenance of a Building Automated System”.
Are there any BAS already in place, and if so, please identify the name and location of the specific system(s)?

UCC and Wilson Building only.

255. Is this BAS purchase and installation requirement for a single or multi buildings?

A system is required for each building.

256. Will the District identify which building or buildings are to have a BAS system purchase and installed? Please clarify.

All five buildings.

REEVES - Future

OJS - to be installed 2011

95M – Future

WILSON – already installed

UCC/CDC - already installed

257. **Reference C.3.8.1. Initial Deficiency List (IDL) Submission.** The 2nd sentence of this reference states: “The offerors are responsible for walking through the complete facility post construction (if applicable), pre-award to inspect facility and equipment. Upon initiation of the contract, repairs for any deficiency noted by the contractor....” Further, during the Pre-Proposal Conference it was stated that no further site visits would be allowed. In lieu of this, the pre-award walk-thru facility inspection, referenced above, cannot be accomplished.

Will the District change the specifications to allow this facility walk-thru inspection to be performed during the contract transition period (after the contract award and prior to the contract start)? Please clarify.

Yes.

258. **Reference J.1.5. Equipment Inventory List.** This reference provides an Equipment Inventory List for each of the five (5) buildings in question. The Equipment Inventory List for some buildings is less complete than others (i.e. some Equipment Inventory List includes the equipment line item quantities, capacity/rating, and/or reflects most of the existing equipment/systems); whereas some of the building’s Equipment Inventory List do not. It is essential that such missing information be provided for work load analysis and subsequent staffing considerations.

Please review the following contract sections:

C.3.10.9 Inventory Accuracy

C.3.28.4 Contractor Verified Building Inventory

259. Will the District provide the required information as reflected for the below listed buildings?

A. WILSON BUILDING:

1). What is the capacity/rating of the following equipment line items?

- AHU-15 - 1240
- Cooling Tower #4 (Tons) - 400
- Cooling Tower #3 - 400
- AHU-5 (CFM) - 600
- A/C Unit (Generator Room) (Tons) - Chillers? 200 tons each (2)
- P1.1 CW Pump (HP) – 5 D/P
- P1.2 CW Pump– 5 D/P
- P1.3 CW Pump– 5 D/P
- P1.4 CW Pump– 5 D/P
- AHU-16– 1240cfm
- Leibert System, two (2) units (Tons) 6&10
- AHU-14 (CFM) – 1240 cfm
- AHU-15– 1240 cfm

- AHU-12– 1240 cfm
- AHU-10– 1240 cfm
- AHU-11– 1240 cfm
- AHU-8– 1240 cfm
- AHU-9– 1240 cfm
- AHU-6– 1240 cfm
- AHU-7– 1240 cfm
- AHU-1– 1240 cfm
- AHU-5– 600 cfm
- AHU-3– 600 cfm
- AHU-2– 1240 cfm
- EF-10, Exhaust Fan (CFM) – 600 cfm
- EF-13, Exhaust Fan (CFM) – 600 cfm
- EF-4, Exhaust Fan (CFM) – 100 cfm
- EF-3, Exhaust Fan (CFM) – 100 cfm
- EF-9, Exhaust Fan (CFM) – 600 cfm
- Cooling Tower #1 (Tons) – 400
- Cooling Tower #2– 400 tons
- Condenser Unit, Outside, 2 Fans (Tons) – 7ton, – 1200 cfm
- Condenser Unit, Outside, 3 Fans– 10 ton
- Chiller, Sub-Basement East (Tons) – 200 tons
- Chiller, Sub-Basement West – 200 tons
- Condenser Unit, East Well(Tons) – not available

260. What is the line item quantity and/or capacity/rating for the following equipment observed in the building but not reflected on the Equipment Inventory List?

- A-10 Heat Pumps (Tons) – n/a
- F-22/F-23 Fire Extinguishers, (Type, Size & Qty) see question 251
- L-3 Lighting, Special Features (Qty) – not available
- L-4 Lighting, Outside– not available
 - Incandescent (Qty) – not available
 - Fluorescent, Mercury Vapor or High Pressure (Qty) – not available
- S-7 Sump Pumps (Qty) – 10
- S-8 Strainer, Y-Type (Qty) – 7
- S-9 Strainer, Bolted Flange (Qty) – 12
- T-1 Water ,All Types (Qty) – not available
- U-1 Unit Heaters , Steam or Hot Water (Qty) – n/a
- V-2 Valve, Safety Relief (Qty) – n/a
- V-3 Valve, Regulating (Qty) – 4 backflow; 24 pumps
- V-5 Valve, Manually Operated(Qty) – not available
 - Main Line (Qty) – not available
 - Other over 2 inches (Qty) – not available

261. UCC/CDC:

What is the capacity/rating of the following equipment line items included on the building Equipment Inventory List?

- C-7 Condensate or Vacuum Pump (Qty)
1 Condensate pump duplex ¼ HP, Static head in ft. 20, 208V, 11 GPM
- F-22/F-23 Fire Extinguishers, (Type, Size & Qty) - see question 251
- L-3 Lighting, Special Features (Qty) - Please find in attached lighting schedule E600 & E601
- L-4 Lighting Outside - Please find in attached lighting schedule E600 & E601
Incandescent (Qty)
Fluorescent, Mercury Vapor or High Pressure (Qty)
- S-8 Strainer, Y-Type (Qty) - 58
- S-9 Strainer, Bolted Flange (Qty) - 3
- S-15 Backwash Strainer (Qty) - 3
- T-8 Traps, All Types
Pressure (psi):
Low Pressure (Qty) - 250 estimate
High Pressure (Qty) - 0
- V-2 Valve, Safety Relief (Qty) - 6
- V-3 Valve, Regulating (Qty) - 108
- V-5 Valve, Manually Operated
Main Line (Qty)
Other over 2 inches - 75

262. One Judiciary Square Building:

What is the line item quantity and/or capacity/rating for the following equipment observed in the building but not reflected on the Equipment Inventory List?

- F-22/F-23 Fire Extinguishers - see question 251
- L-3 Lighting, Special Features (Qty) - not available
- L-4 Lighting, Outside - not available
Incandescent (Qty) - not available
Fluorescent, Mercury Vapor or High Pressure (Qty) - not available
- S-7 Sump Pump (Qty) 8
- S-8 Strainer, Y-Type (Qty) - not available
- S-9 Strainer, Bolted Flange (Qty) - not available
- T 8 Traps, All Types - not available
Pressure:
Low Pressure (Qty) - not available
High Pressure (Qty) - not available
- V-2 Valves, Safety, Relief (Qty) - not available
- V-3 Valve, Regulating (Qty) - not available
- V-5 Valve Manually Operated - not available
Main Line (Qty) - not available
Other over 2 inches (Qty) - not available

- T-1 Water Tanks, All Types (Qty) - not available

263. Reeves Center:

1). What is the capacity/rating of the following equipment line items included on the building Equipment Inventory List?

- Fan 38, on roof (Qty) – not available
- Condensing Unit Roof, Serial # 1604E14744 (Tons) – 3 ½ tons
- Condensing Unit Roof, Serial # 1604E14742 – 3 1/2 tons
- Condenser , serial # T03D02612 – not available
- Condenser , serial # T03D02613 – not available
- Condenser , serial # 0544C81589 – not available
- Condensing Unit, Serial # N2263CRCF – 3 tons
- Condensing Unit, North East Roof – not available
- Condensing Unit Serial# NHLMO93635 – not available
- Condensing Unit Serial# NHLMO93636 – not available
- Chiller #1 (Tons) – 462 tons
- Exhaust Fan-3rd Fl, 3A (CFM) – not available

264. What is the line item quantity and/or capacity/rating for the following equipment observed in the building but not reflected on the Equipment Inventory List?

- F-22/F-23 Fire Extinguishers (Types, Size & Qty) see question 251
- L-3 Lighting, Special Features (Qty) – not available
- L-4 Lighting, Outside - not available
 - Incandescent (Qty) - not available
 - Fluorescent, Mercury Vapor or high Pressure – all lights are fluorescent
- S-7 Sump Pump – not available
- S-8 Strainer, Y-type (Qty) - not available
- S-9 Strainer Bolted flange – 10 flange bolts
- V-2 Valve Safety Relief (Qty) – hot water heater (1), Boilers (2)
- V-3 Valve regulating (Qty) – not available
- V- Manually Operated - not available
 - Main Line (Qty) - not available
 - Other over 2 inches (Qty) - not available
- Y-1 Water Tank, All Types (Qty) – not available

265. 95 M Street Building:

What is the line item quantity and/or capacity/rating for the following equipment observed in the building but not reflected on the Equipment Inventory List?

- F-22/F-23 Fire Extinguishers (Types, Sizes & Qty) - see question 251
- L-3 Lighting, Special Features (Qty) - not available
- L-4 Lighting, Outside - not available
 - Incandescent (Qty) - not available
 - Fluorescent, Mercury Vapor or High Pressure (Qty) - not available
- M-3 Motors (QTY) - not available

- P-4 Pumps (Qty) - not available
- S-7 Sump (Qty) - not available
- S-8 Strainer, Y-Type (Qty) - not available
- S-9 Strainer, Bolted Flange (Qty) - not available
- V-2 Valves, Safety Relief (Qty) - not available
- V-3 Valve, Regulating (Qty) - not available
- V-5 Manually Operated - not available
 - Main Line (Qty) - not available
 - Other over 2 inches (Qty) - not available

266. Reference Attachment J.1.5 Equipment Inventory List. Filter equipment is not included on any of the building Equipment Inventory List included in the referenced attachment. Accordingly, request the answers to the question below be provided for each of the five (5) buildings in question.

Question:

For each building, what is the total quantity of filters, by size and type:

- a. Filter, Throw-away? not available
- b. Pre-Filter, Throw-away? not available
- c. Carbon Filters? not available
- d. Filter, Throw-away – bag type: not available
 - i. Depth over 4”? not available
 - ii. Depth over 6”? not available
 - iii. Depth over 12”? not available
 - iv. Depth over 24”? not available

267. What is the approximate number of service calls completed at each of the five (5) building project sites during each of the past two (2) years?

Not available.

268. What is the approximate number of repairs, completed at each building in the past 12 months, with an estimated value of \$2,500.00 or less per repair?

Not available.

269. **Reference the 17 May 2010 walk-thru at the 95 M Street DMV Building.** During the walk- thru the attendees were initially informed by a District representative that an engineer was required to be on site 8-hours per day Tuesday through Saturday. We were subsequently informed by a different District representative that a mechanic would, generally, only be require one (1) to (2) hours per day, Tuesday through Saturday.

a. Is a maintenance craftsperson required for an 8-hour shift or as needed on Tuesday through Saturday?

See response ‘b’ below

b. Will the offeror be allowed to staff this project as they deem appropriate to provide the required services specified in the solicitation?

Yes, as approved by the COTR.

c. Please Clarify.

Per the solicitation, two key personnel are required to be located at the facility, However, see responses #177 and #187 for change in key personnel and correct days of operation. Other staffing must be geared to providing the level of service required as specified in the offeror's BOP.

270. Will vehicle parking be provided at any of the projects? If yes, how many parking slots and at which project sites?

See Question 48

271. **Reference Attachment J.1.4, Building Descriptions.** Sections 4 and 5, John A. Wilson Building and the UCC and CDC Annex, respectively, of this reference, states that Designated Furnished Space (Administrative & Engineer Office, Engineer Equipment Area and Janitorial Room) will be provided to the successful offeror. However the referenced attachment does not indicate what Designated Furnished Space, if any, will be provided at the other three (3) buildings.

Will the District provide Designated Furnished Space at the One Judiciary Square Building, Frank D. Reeves Center and the M Street, SW, DMV Facility? Please clarify.

Yes.

272. **In reference to C.3.38.5, Fuel.** Will fuel supply to operate or test run the generators be a reimbursable expense or billable to the contractor?

Answered in a previous question.

273. Will the District offer a minimum of a two (2) weeks extension of the due date?

See Amendment No. 3

274. Transition Plan –if an awardee is awarded more than one building, will this be accomplished over a period of time, i.e., can there be a phase-in process?

See Sections C.3.66, C.3.70.8, C.3.66, 3.98.35, I.13 and L.23.

275. Our intent will be to continue to employ existing personnel employed by the District. Is it the intent of the District of Columbia, Department of Real Estate Services (DCRES) that the District's current on site employees be retained?

The District's intent is to reassign its employees to other District owned and operated locations.

276. The solicitation requires the submission of a Strike Contingency Plan (SCP). As referenced in section L.22.4, is there any union or operating agreements (collective bargaining), in place with any of the respective buildings engineering or other staff for services being provided? If so, please provide a copy of the agreement(s), as well as indicate if compliance with same will be required by the successful bidder.

See Exhibit 5

277. Please provide the name of the union that currently represents the service employees.

See Exhibit 5

278. Is there a requirement for security background checks for subcontractors?

Yes

279. If the prime contractor is a Joint Venture comprised of two companies, may either or both of the individual companies that comprise the Joint Venture also be utilized as subcontractors?

No

280. In providing the Key Personnel required by the solicitation, are we required to set forth the individual names of the personnel, or may we identify them in another manner?

Individual names must be provided.

281. In providing information regarding Key Personnel in response to the solicitation what format is required? Resumes, or biographies in narrative form?

Resume format and should contain information documenting evaluation factors.

282. Will DRES provide the last year of maintenance, repairs and additional repairs records for each piece of equipment and building, on a per building basis, prior to our submission of the bid?

No

283. Will DRES provide the test results, as required, for all major equipment and services, on a per building basis prior to submission of our bid?? For example, fire detection, suppression, fire pump, backflows, elevators, IAQ, Water treatment, façade inspections, generator/fuel tests, last infrared test on electrical/roofs, boiler and chiller test result, roof ties, window washing equipment certification, gauge calibrations; etc.

No.

284. Will DRES provide copies of warranties in place for roofs, equipment; etc., prior to our submission of the bid?

No.

285. Please provide a list of contractors who provide services in the buildings that are not under management contracts or: lawn care, window washing, pest control and trash removal.

See Question 25

286. Who will be responsible for trash removal from the retail areas?

Each tenant is responsible for their own trash removal.

287. Please provide the total number of restrooms for each building.

See question 14

288. Is there a breakdown of floor surface types by building? If so, please provide.

REEVES – carpet, ceramic tile, VCT, concrete, rubber, & raised flooring.

OJS - carpet, ceramic tile, granite tile, concrete, & raised flooring.

95M – carpet, VCT, raised flooring, & concrete.

WILSON – carpet tile, terrazzo, marble, VCT, hardwood, concrete, ceramic tile, & raised flooring.

UCC/CDC - carpet tile, terrazzo, VCT, concrete, ceramic, rubber & raised flooring.

289. What is the current population for each building? See question 14; Also, what is the breakdown per floor by building?

Not available.

290. Is there a fixture count, per building, for fire/life safety devices? Please include both pull stations and devices.

See question 1

291. Is parking provided at all buildings or is there cost/fee per contract award employees? Please respond by building.

See question 48. All employees required to pay for designated parking.

292. Since the FAST system being used by DRES is proprietary, will DRES provide training? Please provide capabilities of this system.

Training will be provided. Capabilities provided previous question.

293. Is key control and maintenance of same to remain with DRES? Please provide per building.

Yes, FAST control and maintenance will remain with DRES.

294. Will the card access system and maintenance continue to be a function of DRES?

Yes.

295. Some buildings are beginning major floor renovation projects. Will the winning contractor have any responsibility related to this?

Yes, for base building, utility support and access only.

296. Are audits available for review prior to bid pertaining to past performance? If so, please provide information regarding the process for review.

No

297. Is any insurance information required to be submitted with the bid response?

Yes. See Section I.8

298. What is the process for building orientation for contractors?

Done during the phase-in period. See section 3.98.35

299. What is the anticipated date that contracts will be awarded? When will work be required to commence?

As soon as the Council approves the contracts.

300. Please confirm the email address for the electronic response to the solicitation.

Proposals are not submitted electronically.

One Judiciary Square

301. What is the square footage of each level of the parking garage and how many parking spaces per level?

Total garage sqft. approx 200k. Number of spaces not relevant to CMC.

302. What is the square footage of the paver system on the ground level of the building?

Not available

303. Will the 11th floor conference staffing remain employees of the DCRES or will they be part of the Facility Management staff upon award?

Will remain a part of DRES staffing.

304. When was the last time the roof ties were load tested? Please provide a copy of the last report.

Not available

305. What are the capital improvements planned for the next three years?

Elevator modernization and BAS install.

Frank D. Reeves Center

306. What is the square footage of each level of the parking garage and how many parking spaces per level?

94,430 sq ft. Number of spaces not relevant to CMC.

307. What is the square footage of the paver system on the ground level of the building?

Reeves Center - Not available

308. Is it the responsibility of the contract awardee to perform maintenance in any of the retail space or day care facility?

Already answered

309. What are the capital improvements planned for the next three years?

None

DMV Administration

310. When will the elevator renovation start/finish?

Expected to start in early July 2010 and finish by the end of December 2010.

311. Does the presently installed water treatment equipment belong to the government, if so will it be available for our use?

Equipment does not belong to the government and will not be available to the awardee.

312. Please identify the period of operation for each HVAC system in each location

Already answered.

313. Please clarify whether or not any of the chiller systems or cooling tower system is redundant.

The chiller system is redundant.

314. Please specify for each location the total tonnage of each chiller system.

See equipment list.

Exhibit 1
DMV Fire Alarm System Record

	<u>Ground Floor</u>	<u>1st Floor</u>	<u>2nd Floor</u>	<u>3rd Floor</u>
Strobes	15	35	18	13
Smoke Detectors	13	16	19	15
Pull Stations	3	3	2	3
Bells	6	6	6	6

Project Name/Address: DC Dept. of Motor Vehicle Southwest Service Center, 95 M St. SW, Washington DC 20024

Mechanical Equipment List

Equipment Type/Use	Model Name/No.	Serial No.	Manufacturer's Name	Capacity/Rating	Installation Date	Comments
Chiller	30HXA096RYE661KA	2808Q16153	Carrier	96 Ton	2009	R-134a refrigerant
Chiller	30HXA096RYE661KA	2808Q16154	Carrier	96 Ton	2009	R-134a refrigerant
Air Cooled Condenser	09DK-094-601	2808Q26197	Carrier	90 Ton	2009	Currently being installed
Air Cooled Condenser	09DK-094-601	3008Q26271	Carrier	90 Ton	2009	Currently being installed
Air Handler Unit #1	39AC C91922	66090802	Carrier	9 Ton	Assumed 1968	2nd Floor, 3rd Floor Halls
Air Handler Unit #2	39MN10C010FW012XGS	2908U20174	Carrier	10 Ton	2009	1st Floor Customer Service Area
Air Handler Unit #3	39W7 769	66110267 VL	Carrier	7 Ton	Assumed 1968	1st Floor
Air Handler Unit #4	39AC5 029TH1	66090256	Carrier	5 Ton	Assumed 1968	2nd, 3rd Floor
Air Handler Unit #5	39MN06C010FW122XGS	2908U20177	Carrier	6 Ton	2009	Mail Room
Air Handler Unit #6	39MN08C010FW212XGS	2908U20178	Carrier	8 Ton	2009	Training Room
Rooftop Unit	TSC048A3R0A27D	637100245L	Trane	4 Ton	2006	R-22 Refrigerant; Electric Heat
Boiler	210-12-W	210-1874	Peerless	Input: 2,310 MBH Output: 1,848 MBH	1974	Natural Gas Fired
Return Air Fan	402	DB510P3	Peerless	16,600 CFM	Assumed 1968	
A/C Window Unit	N/A	N/A	Whirlpool	N/A	N/A	IT/Server Room
Split System Condenser	N/A	N/A	Mitsubishi	N/A	N/A	2nd Floor, East Side
Unit Heaters	Style 400	T06A01483	Trane	N/A		Vertical Cabinet
Fire Alarm Control Panel	MS-9600	N/A	Fire-Life Alarms, Inc.	N/A	Assumed 2005	Addressable
Hydraulic Elevator Pump	RP180D40	25313	Dover	40 HP	Assumed 1968	
Hydraulic Elevator	N/A	N/A	Otis	2,500 LB, 100 FPM	Assumed 1968	Four Stop

Project Name/Address: DC Dept. of Motor Vehicle Southwest Service Center, 95 M St. SW, Washington DC 20024

Plumbing Equipment List

Equipment Type/Use	Model Name/No.	Serial No.	Manufacturer's Name	Capacity/Rating	Installation Date	Comments
Sewage Ejector Pump	N/A	N/A	Well Pump Co.	N/A	N/A	Basement Mechanical Room
Sump Pump	N/A	N/A	Well Pump Co.	N/A	N/A	Basement Mechanical Room
Domestic Water Heater	BT 65 104	MB01-1014319-104	A.O. Smith	48 gallons	2001	Natural Gas Fired

Exhibit 2
Wilson Building Fire Alarm
System Record

FIRE ALARM SYSTEM DEVICE RECORD

Company Name JOHN A. WILSON BLDG

5/7/2010

Inspection Report Number 24151426

Company Name: JOHN WILSON
 Inspection Report Number:
 Date: MAY, 5 2010
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Location	Area or Floor	Device Description	Task Frequency	Device Address or Circuit Number	Alarm Operator Verified	Annunciator Indication	Supervision of Device	Device Cleaned this Inspection	Sensitivity Setting (0794) or Flow Switch Delay Timer	Comments
COUNCIL HEARING RM 120	1ST FLOOR	DSD	Annual	M2-86	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
COUNCIL HEARING RM 120	1ST FLOOR	DSD	Annual	M2-79	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
COUNCIL HEARING RM 123	1ST FLOOR	DSD	Annual	M2-82	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
COUNCIL HEARING RM 123	1ST FLOOR	DSD	Annual	M2-85	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
EAST ELEV. PE1, PE2 LOBBY	1ST FLOOR	PSD	Annual	M2-63	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
ELECTRIC RM BY ROOM 118	1ST FLOOR	PSD	Annual	M2-55	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
ELECTRIC RM BY ROOM 119	1ST FLOOR	PSD	Annual	M2-121	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
ELECTRIC RM BY ROOM 119	1ST FLOOR	PSD	Annual	M2-68	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
ELECTRIC RM BY ROOM 121	1ST FLOOR	PSD	Annual	M2-67	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
ELEVATOR LOBBY 5,6,7	1ST FLOOR	PSD	Annual	M2-72	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
CONFERENCE RM 120	1ST FLOOR	PSSA	Annual	M2-80	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
CONFERENCE RM 123	1ST FLOOR	PSSA	Annual	M2-84	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
MAIN LOBBY 1	1ST FLOOR	PSSA	Annual	M2-73	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
MAIN LOBBY 2	1ST FLOOR	PSSA	Annual	M2-74	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
MECH. RM 100 AHU 15 (1)	1ST FLOOR	DSD	Annual	M2-51	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
MECH. RM 100 AHU 15 (2)	1ST FLOOR	DSD	Annual	M2-52	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			

Company Name: JOHN WILSON
 Inspection Report Number:
 Date: MAY, 5 2010
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Location

Area or Floor	Device Description	Task Frequency	Device Address or Circuit Number	Alarm Operation Verified	Annunciator Indication	Supervision of Device	Device Cleaned this Inspection	Sensitivity Setting (0794) or Flow Switch Delay Timer	Comments
1ST FLOOR	DSD	Annual	M2-70	X	X	X	X	X	
1ST FLOOR	DSD	Annual	M2-71	X	X	X	X	X	
1ST FLOOR	PSD	Annual	M2-53	X	X	X	X	X	
1ST FLOOR	PSD	Annual	M2-69	X	X	X	X	X	
1ST FLOOR	PSD	Annual	M1-118	X	X	X	X	X	
1ST FLOOR	PSSA	Annual	M2-66	X	X	X	X	X	
1ST FLOOR	PSSA	Annual	M2-56	X	X	X	X	X	
1ST FLOOR	PSD	Annual	M2-54	X	X	X	X	X	
1ST FLOOR	PSD	Annual	M2-83	X	X	X	X	X	
1ST FLOOR	PSD	Annual	M2-59	X	X	X	X	X	
2ND FLOOR	PSD	Annual	M2-30	X	X	X	X	X	
2ND FLOOR	PSD	Annual	M2-42	X	X	X	X	X	
2ND FLOOR	PSD	Annual	M2-41	X	X	X	X	X	
2ND FLOOR	PSD	Annual	M2-76	X	X	X	X	X	
2ND FLOOR	PSD	Annual	M2-37	X	X	X	X	X	
2ND FLOOR	PSD	Annual	M2-34	X	X	X	X	X	
2ND FLOOR	PSD	Annual	M2-46	X	X	X	X	X	
2ND FLOOR	DSD	Annual	M2-27	X	X	X	X	X	
2ND FLOOR	DSD	Annual	M2-26	X	X	X	X	X	
2ND FLOOR	DSD	Annual	M2-44	X	X	X	X	X	
2ND FLOOR	DSD	Annual	M2-45	X	X	X	X	X	
2ND FLOOR	PSD	Annual	M2-28	X	X	X	X	X	
2ND FLOOR	PSD	Annual	M2-43	X	X	X	X	X	
2ND FLOOR	PSSA	Annual	M2-38	X	X	X	X	X	
2ND FLOOR	PSSA	Annual	M2-33	X	X	X	X	X	
2ND FLOOR	PSD	Annual	M2-75	X	X	X	X	X	
2ND FLOOR	PSD	Annual	M2-29	X	X	X	X	X	
3RD FLOOR	DSD	Annual	M2-19	X	X	X	X	X	
3RD FLOOR	PSD	Annual	M2-78	X	X	X	X	X	
3RD FLOOR	PSD	Annual	M2-16	X	X	X	X	X	

Company Name: JOHN WILSON
 Inspection Report Number:
 Date: MAY, 5 2010
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Location

Area or Floor	Device Description	Task Frequency	Device Address or Circuit Number	Alarm Operator Verified	Annunciator Indication	Supervision of Device	Device Cleaned this Inspection	Sensitivity Setting (0794) or Flow Switch Delay Timer	Comments
3RD FLOOR	ELECTRIC RM BY RM 330	Annual	M2-5	X					
3RD FLOOR	ELECTRIC RM 323	Annual	M2-77	X					
3RD FLOOR	ELEVATOR LOBBY 1 & 2	Annual	M2-12	X					
3RD FLOOR	ELEVATOR LOBBY 3 & 4	Annual	M2-9	X					
3RD FLOOR	ELEVATOR LOBBY 5,6,7	Annual	M2-21	X					
3RD FLOOR	MECH. RM BY 313 AHU 10 (1)	Annual	M2-20	X					
3RD FLOOR	MECH. RM BY 316 AHU 11 (1)	Annual	M2-2	X					
3RD FLOOR	MECH. RM BY 316 AHU 11 (2)	Annual	M2-1	X					
3RD FLOOR	MECH RM BY ROOM 313	Annual	M2-18	X					
3RD FLOOR	MECH. RM BY ROOM 316	Annual	M2-3	X					
3RD FLOOR	STAIR # 1	Annual	M2-15	X					
3RD FLOOR	STAIR # 2	Annual	M2-6	X					
3RD FLOOR	TELEPHONE RM 323	Annual	M2-17	X					
3RD FLOOR	TELEPHONE RM 328	Annual	M2-4	X					
4TH FLOOR	COUNCIL HEARING RM 1	Annual	M3-91	X					
4TH FLOOR	COUNCIL HEARING RM 2	Annual	M3-92	X					
4TH FLOOR	COUNCIL HEARING RM 3	Annual	M3-94	X					
4TH FLOOR	COUNCIL HEARING RM 4	Annual	M3-95	X					
4TH FLOOR	ELECTRIC RM 410	Annual	M3-118	X					
4TH FLOOR	ELECTRIC RM EAST	Annual	M3-117	X					
4TH FLOOR	ELECTRIC RM BY LOUNGE	Annual	M3-100	X					
4TH FLOOR	ELECTRIC RM BY RM 427	Annual	M3-111	X					
4TH FLOOR	ELEVATOR LOBBY 1 & 2	Annual	M3-107	X					
4TH FLOOR	ELEVATOR LOBBY 3 & 4	Annual	M3-104	X					
4TH FLOOR	ELEVATOR LOBBY 5,6,7	Annual	M3-116	X					
4TH FLOOR	MECH. RM BY 408 AHU 9 (1)	Annual	M3-97	X					
4TH FLOOR	MECH. RM BY 417 AHU 8 (1)	Annual	M3-115	X					
4TH FLOOR	MECH. RM BY 417 AHU 8 (2)	Annual	M3-114	X					
4TH FLOOR	MECH. RM BY ROOM 408	Annual	M3-98	X					
4TH FLOOR	MECH. FLOOR BY ROOM 417	Annual	M3-113	X					

Company Name: JOHN WILSON
 Inspection Report Number:
 Date: MAY, 5 2010
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Location		Area or Floor	Device Description	Task Frequency	Device Address or Circuit Number	Alarm Operation Verified	Annunciator Indication	Supervision of Device	Device Cleaned this Inspection	Sensitivity Setting (0794) or Flow Switch Delay Timer	Comments
RM BY MECH RM AHU 9 (2)	4TH FLOOR	DSD	DSD	Annual	M3-96	X					
STAIR # 1	4TH FLOOR	PSSA	PSSA	Annual	M3-108	X					
STAIR # 2	4TH FLOOR	PSSA	PSSA	Annual	M3-103	X					
TELEPHONE RM 410	4TH FLOOR	PSD	PSD	Annual	M3-99	X					
TELEPHONE RM EAST	4TH FLOOR	PSD	PSD	Annual	M3-112	X					
AUDIO CONTROL RM	5TH FLOOR	PSD	PSD	Annual	M3-52	X					
EAST ELECTRICAL RM	5TH FLOOR	PSD	PSD	Annual	M3-85	X					
ELECTRIC RM 508	5TH FLOOR	PSD	PSD	Annual	M3-122	X					
ELECTRIC RM WEST	5TH FLOOR	PSD	PSD	Annual	M3-65	X					
ELECTRICAL RM 5031 A	5TH FLOOR	PSD	PSD	Annual	M3-47	X					
ELEVATOR LOBBY 3 & 4	5TH FLOOR	PSD	PSD	Annual	M3-81	X					
ELEVATOR LOBBY 5,6,7	5TH FLOOR	PSD	PSD	Annual	M3-73	X					
ELEVATOR 1 & 2 EAST	5TH FLOOR	PSD	PSD	Annual	M3-90	X					
MECH. RM BY 508 AHU 7 (1)	5TH FLOOR	DSD	DSD	Annual	M3-62	X					
MECH. RM BY 508 AHU 7 (2)	5TH FLOOR	DSD	DSD	Annual	M3-61	X					
MECH. RM BY 529 AHU 6 (1)	5TH FLOOR	DSD	DSD	Annual	M3-89	X					
MECH. RM BY 529 AHU 6 (2)	5TH FLOOR	DSD	DSD	Annual	M3-88	X					
MECH. RM BY 508	5TH FLOOR	PSD	PSD	Annual	M3-123	X					
MECH. RM BY 508	5TH FLOOR	PSD	PSD	Annual	M2-63	X					
MECH. RM BY 529	5TH FLOOR	PSD	PSD	Annual	M3-87	X					
STAIR # 1	5TH FLOOR	PSSA	PSSA	Annual	M3-84	X					
STAIR # 2	5TH FLOOR	PSSA	PSSA	Annual	M3-66	X					
TELEPHONE RM 508	5TH FLOOR	PSD	PSD	Annual	M3-64	X					
TELEPHONE RM EAST	5TH FLOOR	PSD	PSD	Annual	M3-86	X					
CORRIDOR C 22	COURTYARD	PSSA	PSSA	Annual	M1-31	X					
EAST ELEV. PE1 PIT	COURTYARD	PSD	PSD	Annual	M1-62	X					
EAST ELEV. PE1 PIT	COURTYARD	HD	HD	Annual	M1-61	X					
EAST ELEV. PE2 PIT	COURTYARD	PSD	PSD	Annual	M1-60	X					
EAST ELEV. PE2 PIT	COURTYARD	HD	HD	Annual	M1-59	X					
EAST MECH. RM	COURTYARD	PSD	PSD	Annual	M1-71	X					

FIRE ALARM SYSTEM DEVICE RECORD

Company Name

Inspection Report Number

Company Name:
 Inspection Report Number:
 Date:
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Location	Area or Floor	Device Description	Task Frequency	Device Address or Circuit Number	Alarm Operator Verified	Annunciator Indication	Supervision of Device	Device Cleaned this Inspection	Sensitivity Setting (0794) or Flow Switch Delay Timer	Comments
WEST ELEVATOR PE4 PIT	COURTYARD	HD	Annual	M1-53	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
CORRIDOR MECHANICAL ROOM	GROUND	PSSA	Annual	M1-116	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
CORRIDOR ROOM 11	GROUND	PSSA	Annual	M1-119	<input checked="" type="checkbox"/>					
CORRIDOR ROOM 5	GROUND	PSSA	Annual	M1-120	<input checked="" type="checkbox"/>					
CORRIDOR ROOM 6	GROUND	PSSA	Annual	M1-10	<input checked="" type="checkbox"/>					
EAST TELCO ROOM	GROUND	PSD	Annual	M1-21	<input checked="" type="checkbox"/>					
EAST TENANT ELEC. RM	GROUND	PSD	Annual	M1-110	<input checked="" type="checkbox"/>					
ELECTRIC ROOM CORR. ROOM 17	GROUND	PSD	Annual	M1-20	<input checked="" type="checkbox"/>					
ELECTRIC ROOM NEAR ROOM 14	GROUND	PSD	Annual	M1-111	<input checked="" type="checkbox"/>					
ELECTRIC ROOM NEAR STAIR 2	GROUND	PSD	Annual	M1-6	<input checked="" type="checkbox"/>					
ELEVATOR LOBBY 1 & 2	GROUND	PSD	Annual	M1-14	<input checked="" type="checkbox"/>					
ELEVATOR LOBBY 3&4	GROUND	PSD	Annual	M1-11	<input checked="" type="checkbox"/>					
ELEVATOR LOBBY 5,6&7	GROUND	PSD	Annual	M1-27	<input checked="" type="checkbox"/>					
FIRE CONTROL ROOM	GROUND	PSD	Annual	M1-19	<input checked="" type="checkbox"/>					
MAIN ENTRANCE NEAR ROOM 7	GROUND	PSSA	Annual	M1-15	<input checked="" type="checkbox"/>					
MECH RM 19 RM 19 AHU 16 (1)	GROUND	DSD	Annual	M1-23	<input checked="" type="checkbox"/>					

Company Name:
 Inspection Report Number:
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Location

Area or Floor	Device Description	Task Frequency	Device Address or Circuit Number	Comments					
				Alarm Operation Verified	Annunciator Indication	Supervision of Device	Device Cleaned this Inspection	Sensitivity Setting (0794) or Flow Switch Delay Timer	
GROUND	MECH RM NEAR RM 19 AHU 16 (2)	Annual	M1-24	X					
GROUND	MECH RM NEAR RM 4 AHU 17 (1)	Annual	M1-2	X					
GROUND	MECH RM NEAR RM 4 AHU 17 (2)	Annual	M1-3	X					
GROUND	MECHANICAL RM NEAR ROOM 19	Annual	M1-22	X					
GROUND	MECHANICAL RM NEAR ROOM 4	Annual	M1-4	X					
GROUND	CORRIDOR ROOM 8	Annual	M1-115	X					
GROUND	REAR ENTRANCE (1)	Annual	M1-26	X					
GROUND	REAR ENTRANCE (2)	Annual	M1-25	X					
GROUND	STAIR # 1	Annual	M1-18	X					
GROUND	STAIR # 2	Annual	M1-7	X					
GROUND	TELEPHONE ROOM NEAR ROOM 4	Annual	M1-5	X					
GROUND	WEST CORRIDOR 1007	Annual	M2-81	X					
GROUND	WEST FILE ROOM	Annual	M1-1	X					
PENTHOUSE	AHU 1	Annual	M3-35	X					
PENTHOUSE	AHU 2 SUPPLY	Annual	M3-2	X					
PENTHOUSE	AHU 3 RETURN	Annual	M3-56	X					
PENTHOUSE	AHU 3 SUPPLY	Annual	M3-55	X					
PENTHOUSE	AHU 5 (1)	Annual	M3-22	X					
PENTHOUSE	AHU 5 (2)	Annual	M3-23	X					
PENTHOUSE	ELECTRIC ROOM NEAR STAIR 2	Annual	M3-4	X					
PENTHOUSE	ELEV PE5 TOP OF SHAFT	Annual	M3-31	X					
PENTHOUSE	ELEV PE5 TOP OF SHAFT	Annual	M3-30	X					
PENTHOUSE	ELEV PE6 TOP OF SHAFT	Annual	M3-29	X					
PENTHOUSE	ELEV PE6 TOP OF SHAFT	Annual	M3-28	X					
PENTHOUSE	ELEV PE7 TOP OF SHAFT	Annual	M3-26	X					
PENTHOUSE	ELEV MACHINE ROOM EAST	Annual	M3-49	X					
PENTHOUSE	ELEV MACHINE ROOM EAST LOWER	Annual	M3-48	X					
PENTHOUSE	ELEV MACHINE ROOM EAST LOWER	Annual	M3-50	X					
PENTHOUSE	ELEV MACHINE ROOM EAST LOWER	Annual	M3-51	X					
PENTHOUSE	ELEV MACHINE ROOM EAST UPPER	Annual	M3-42	X					

Company Name:
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Location		Area or Floor	Device Description	Task Frequency	Device Address or Circuit Number	Alarm Operation Verified	Annunciator Indication	Remote Indication Lamp	Supervision of Device	Device Cleaned this Inspection	Sensitivity Setting (0794) or Flow Switch Delay Timer	Comments
ELEV MACHINE ROOM EAST UPPER	PENTHOUSE	HD	Annual	M3-44	X							
ELEV MACHINE ROOM EAST UPPER	PENTHOUSE	PSD	Annual	M3-43	X							
ELEV MACHINE ROOM WEST LOWER	PENTHOUSE	HD	Annual	M3-15	X							
ELEV MACHINE ROOM WEST LOWER	PENTHOUSE	HD	Annual	M3-16	X							
ELEV MACHINE ROOM WEST LOWER	PENTHOUSE	HD	Annual	M3-18	X							
ELEV MACHINE ROOM WEST LOWER	PENTHOUSE	HD	Annual	M3-20	X							
ELEV MACHINE ROOM WEST LOWER	PENTHOUSE	PSD	Annual	M3-19	X							
ELEV MACHINE ROOM WEST UPPER	PENTHOUSE	HD	Annual	M3-11	X							
ELEV MACHINE ROOM WEST UPPER	PENTHOUSE	HD	Annual	M3-9	X							
ELEV MACHINE ROOM WEST UPPER	PENTHOUSE	PSD	Annual	M3-10	X							
ELEV MACHINE ROOM 3	PENTHOUSE	HD	Annual	M3-98	X							
ELEV PE7 TOP OF SHAFT	PENTHOUSE	PSD	Annual	M3-27	X							
ELEVATOR LOBBY 5 & 7	PENTHOUSE	PSD	Annual	M3-32	X							
EAST STAIR 1 TOP OF STAIR	PENTHOUSE	PSD	Annual	M3-41	X							
STAIR # 1	PENTHOUSE	PSSA	Annual	M3-38	X							
STAIR # 2	PENTHOUSE	PSSA	Annual	M3-5	X							
TELEPHONE ROOM NEAR STAIR #1	PENTHOUSE	PSD	Annual	M3-37	X							
TOP OF STAIR # 1	PENTHOUSE	PSD	Annual	M3-42	X							
TOP OF STAIR # 2	PENTHOUSE	PSD	Annual	M3-8	X							
WEST BLUEPRINT ROOM	PENTHOUSE	PSD	Annual	M3-24	X							
WEST MECHANICAL ROOM	PENTHOUSE	PSD	Annual	M3-1	X							
WEST MECHANICAL ROOM	PENTHOUSE	PSD	Annual	M3-21	X							
ELEVATOR MACHINE ROOM	SUB BASMENT	PSD	Annual	M1-97	X							
ELEVATOR MACHINE ROOM	SUB BASMENT	HD	Annual	M1-95	X							
ELEVATOR MACHINE ROOM	SUB BASMENT	PSD	Annual	M1-99	X							
ELEVATOR MACHINE ROOM	SUB BASMENT	PSD	Annual	M1-96	X							
ELEVATOR MACHINE ROOM	SUB BASMENT	HD	Annual	M1-98	X							
ELEVATOR MACHINE ROOM	SUB BASMENT	PSSA	Annual	M1-94	X							
ELEVATOR MACHINE ROOM	SUB BASMENT	PSSA	Annual	M1-91	X							
WEST ELEVATOR PE 5 PIT	SUB BASMENT	PSD	Annual	M1-80	X							

Company Name:
 Inspection Report Number:
 Date:
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Location

Area or Floor	Device Description	Task Frequency	Device Address or Circuit Number	Alarm Operator Verified	Annunciator Indication	Supervision of Device	Device Cleaned This Inspection	Sensitivity Setting (0794) or Flow Switch Delay Timer	Comments
	WEST ELEV. PE 5 PIT	Annual	M1-79	X					
	WEST ELEV. PE 6 PIT	Annual	M1-78	X					
	WEST ELEV. PE 6 PIT	Annual	M1-77	X					
	WEST ELEV. PE 7 PIT	Annual	M1-76	X					
	WEST ELEV. PE 7 PIT	Annual	M1-75	X					
	COUNCIL HEARING RM 120	Annual		X					
	COUNCIL HEARING RM 120	Annual		X					
	COUNCIL HEARING RM 123	Annual		X					
	COUNCIL HEARING RM 123	Annual		X					
	ELEVATOR LOBBY	Annual		X					
	ELEVATOR LOBBY 1 & 2	Annual		X					
	ELEVATOR LOBBY 3 & 4	Annual		X					
	ELEVATOR LOBBY 5,6,7	Annual		X					
	INSIDE RM 120 BY REAR EXIT	Annual		X					
	STAIR # 1	Annual		X					
	STAIR # 2	Annual		X					
	ELEVATOR LOBBY	Annual		X					
	ELEVATOR LOBBY 1 & 2	Annual		X					
	ELEVATOR LOBBY 3 & 4	Annual		X					
	ELEVATOR LOBBY 5,6,7	Annual		X					
	INSIDE ROOM 225	Annual		X					
	STAIR # 1	Annual		X					
	STAIR # 2	Annual		X					
	ELEVATOR LOBBY	Annual		X					
	ELEVATOR LOBBY 1 & 2	Annual		X					
	ELEVATOR LOBBY 3 & 4	Annual		X					
	ELEVATOR LOBBY 5,6,7	Annual		X					
	OFFICE AREA EAST	Annual		X					
	OFFICE AREA EAST	Annual		X					
	OFFICE AREA EAST	Annual		X					

Company Name:
 Inspection Report Number:
 Date:
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Location		Area or Floor	Device Description	Task Frequency	Device Address or Circuit Number	Alarm Operator Verified	Annunciator Indication	Supervision of Device	Device Cleaned this Inspection	Sensitivity Setting (0794) or Flow Switch Delay Timer	Comments
CORRIDOR ROOM 506	5TH FLOOR	AV	Annual		X						
ELEVATOR LOBBY	5TH FLOOR	AV	Annual		X						
ELEVATOR LOBBY 1 & 2 EAST	5TH FLOOR	AV	Annual		X						
ELEVATOR LOBBY 3 & 4	5TH FLOOR	AV	Annual		X						
ELEVATOR LOBBY 5,6,7	5TH FLOOR	AV	Annual		X						
INSIDE COPY ROOM	5TH FLOOR	VSIG	Annual		X						
MECH. RM BY 508 AHU 7 (1)	5TH FLOOR	RANN	Annual		X						
MECH. RM BY 508 AHU 7 (2)	5TH FLOOR	RANN	Annual		X						
MECH. RM BY 529 AHU 6 (1)	5TH FLOOR	RANN	Annual		X						
MECH. RM BY 529 AHU 6 (2)	5TH FLOOR	RANN	Annual		X						
MENS RESTROOM	5TH FLOOR	VSIG	Annual		X						
OFFICE AREA EAST	5TH FLOOR	AV	Annual		X						
OFFICE AREA EAST	5TH FLOOR	AV	Annual		X						
OFFICE AREA EAST	5TH FLOOR	AV	Annual		X						
OFFICE AREA EAST	5TH FLOOR	AV	Annual		X						
OFFICE AREA EAST	5TH FLOOR	AV	Annual		X						
OFFICE AREA EAST	5TH FLOOR	AV	Annual		X						
OFFICE EAST BY MECH RM	5TH FLOOR	AV	Annual		X						
OFFICE BY RM 511 EAST	5TH FLOOR	AV	Annual		X						
OFFICE BY RM 511 EAST	5TH FLOOR	AV	Annual		X						
OFFICE AREA WEST	5TH FLOOR	AV	Annual		X						
OFFICE AREA WEST	5TH FLOOR	AV	Annual		X						
OFFICE AREA WEST	5TH FLOOR	AV	Annual		X						
OFFICE AREA WEST	5TH FLOOR	AV	Annual		X						
OFFICE AREA WEST	5TH FLOOR	AV	Annual		X						
OFFICE AREA WEST	5TH FLOOR	AV	Annual		X						
OFFICE AREA WEST	5TH FLOOR	AV	Annual		X						
OFFICE AREA WEST	5TH FLOOR	AV	Annual		X						
STAIR 3 1	5TH FLOOR	AV	Annual		X						
STAIR # 2	5TH FLOOR	AV	Annual		X						
WOMENS RESTROOM	5TH FLOOR	VSIG	Annual		X						
INSIDE FIRE C 09 ENTRANCE	COURTYARD	VSIG	Annual		X						

Company Name:
 Inspection Report Number:
 Date:
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Location

Location	Area or Floor		Device Description	Task Frequency	Device Address or Circuit Number	Alarm Operator Verified	Annunciator Indication	Remote Indication	Supervision of Device	Device Cleaned this Inspection	Sensitivity Setting (0794) or Flow Switch Delay Timer	Comments
LOADING DOCK EXIT	COURTYARD	AV		Annual	X							
STAIR # 1	COURTYARD	AV		Annual	X							
STAIR # 2	COURTYARD	AV		Annual	X							
13 1/2 ST ENTRANCE	GROUND	ANNC		Annual	X							
14 ST ENTRANCE	GROUND	ANNC		Annual	X							
D STREET ENTRANCE	GROUND	ANNC		Annual	X							
ELEVATOR LOBBY 1	GROUND	AV		Annual	X							
ELEVATOR LOBBY 2	GROUND	AV		Annual	X							
ELEVATOR LOBBY 3	GROUND	AV		Annual	X							
ELEVATOR LOBBY 4	GROUND	AV		Annual	X							
FIRE CONTROL ROOM	GROUND	ANNC		Annual	X							
STAIR # 1	GROUND	AV		Annual	X							
STAIR # 2	GROUND	AV		Annual	X							
WEST CORRIDOR	GROUND	RANN		Annual	X							
STAIR # 1	PENTHOUSE	AV		Annual	X							
STAIR # 2	PENTHOUSE	AV		Annual	X							
STAIR # 1	SUB BASMENT	AV		Annual	X							
STAIR # 2	SUB BASMENT	AV		Annual	X							
STAIR # 1	1ST FLOOR	FFPH		Annual	X							
STAIR # 2	1ST FLOOR	FFPH		Annual	X							
STAIR # 1	2ND FLOOR	FFPH		Annual	X							
STAIR # 2	2ND FLOOR	FFPH		Annual	X							
STAIR # 1	3RD FLOOR	FFPH		Annual	X							
STAIR # 2	3RD FLOOR	FFPH		Annual	X							
STAIR # 1	4TH FLOOR	FFPH		Annual	X							
STAIR # 2	4TH FLOOR	FFPH		Annual	X							
STAIR # 1	5TH FLOOR	FFPH		Annual	X							
STAIR # 2	5TH FLOOR	FFPH		Annual	X							
STAIR # 1	COURTYARD	FFPH		Annual	X							
STAIR # 2	COURTYARD	FFPH		Annual	X							
STAIR # 1	COURTYARD	FFPH		Annual	X							
STAIR # 2	COURTYARD	FFPH		Annual	X							

Exhibit 3
UCC Fire Alarm System
Inspection



SIEMENS BUILDING TECHNOLOGIES, INC. FIRE SAFETY DIVISION

SECONDARY POWER

Type	VISUAL	FUNCTIONAL	COMMENTS
Battery Condition	<input checked="" type="checkbox"/>		NEW
Load Voltage		<input type="checkbox"/>	
Discharge Test		<input type="checkbox"/>	
Charger Test		<input type="checkbox"/>	
Specific Gravity		<input type="checkbox"/>	
Transient Suppressors	<input type="checkbox"/>		
Remote Annunciators	<input type="checkbox"/>	<input type="checkbox"/>	
NOTIFICATION APPLIANCES			
Audible	<input type="checkbox"/>	<input checked="" type="checkbox"/>	SEE NOTES
Visual	<input type="checkbox"/>	<input checked="" type="checkbox"/>	SEE NOTES
Speakers	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Voice Clarity		<input type="checkbox"/>	N/A

INITIATING AND SUPERVISORY DEVICE TESTS AND INSPECTIONS

NODE 1 UCC

LOCATION & S/N	DEVICE TYPE	VISUAL CHECK	FUNCTIONAL TEST	FACTORY SETTING	MEASURED SETTING	PASS	FAIL
1-1 UCC SMOK B2 LVL EQUIP RM B235	Photo Detector		X			X	
1-2 UCC SMOK B2 LVL EQUIP RM B235	Photo Detector		X			X	
1-3 UCC SMOK B2 LVL EQUIP RM B235	Photo Detector		X			X	
1-4 UCC SMOK B2 LVL EQUIP RM B235	Photo Detector		X			X	
1-5 UCC SMOK B2 LVL EQUIP RM B235	Photo Detector		X			X	
1-6 UCC SMOK B2 LVL EQUIP RM B235	Photo Detector		X			X	
1-7 UCC SMOK B2 LVL EQUIP RM B235	Photo Detector		X			X	
1-8 UCC SMOK B2 LVL EQUIP RM B235	Photo Detector		X			X	
1-9 UCC SMOK B2 LVL EQUIP RM B235	Photo Detector		X			X	
1-10 UCC SMOK B2 LVL EQUIP RM B235	Photo Detector		X			X	
1-11 UCC SMOK B2 LVL EQUIP RM B235 U/F	Photo Detector						
Comments: NO ACCESS							
1-12 UCC SMOK B2 LVL EQUIP RM B235 U/F	Photo Detector						
Comments: NO ACCESS							
1-13 UCC SMOK B2 LVL EQUIP RM B235 U/F	Photo Detector						
Comments: NO ACCESS							
1-14 UCC SMOK B2 LVL EQUIP RM B235 U/F	Photo Detector						
Comments: NO ACCESS							
1-15 UCC SMOK B2 LVL EQUIP RM B235 U/F	Photo Detector						

SIEMENS

SIEMENS BUILDING TECHNOLOGIES, INC. FIRE SAFETY DIVISION

LOCATION & S/N	DEVICE TYPE	VISUAL CHECK	FUNCTIONAL TEST	FACTORY SETTING	MEASURED SETTING	PASS	FAIL
Comments: NO ACCESS							
1-16 UCC SMOK B2 LVL EQUIP RM B235 UF	Photo Detector						
Comments: NO ACCESS							
1-17 UCC SMOK B2 LVL EQUIP RM B235 UF	Photo Detector						
Comments: NO ACCESS							
1-18 UCC SMOK B2 LVL EQUIP RM B235 UF	Photo Detector						
Comments: NO ACCESS							
1-19 UCC SMOK B2 LVL EQUIP RM B235 UF	Photo Detector						
Comments: NO ACCESS							
1-20 UCC SMOK B2 LVL EQUIP RM B235 UF	Photo Detector						
Comments: NO ACCESS							
1-21 UCC SMOK B2 LVL UPS RM #2 B210	Photo Detector		X				X
1-22 UCC SMOK B2 LVL UPS RM #2 B210	Photo Detector		X				X
1-23 UCC SMOK B2 LVL MAINT STOR B209	Photo Detector		X				X
1-24 UCC SMOK B2 LVL MAINT WRRM B209	Photo Detector		X				X
1-25 UCC SMOK B2 LVL MAINT WRRM B209	Photo Detector		X				X
1-26 UCC SMOK B2 LVL MAINT SUPR B204	Photo Detector		X				X
1-27 UCC SMOK B2 LVL PLUMB EQ RM B202	Photo Detector		X				X
1-28 UCC SMOK B2 LVL FIRE P RM B202A	Photo Detector		X				X
1-29 UCC SMOK B2 LVL ELEV 3 LOBBY	Photo Detector		X				X
1-30 UCC SMOK B2 LVL EMR 3 B203	Photo Detector		X				X
1-31 UCC HEAT B2 LVL EMR 3 B203	Heat Detector		X				X
1-32 UCC SMOK B2 LVL JAN CLOS B219	Photo Detector		X				X
1-60 UCC PULL B2 LVL STAIR 1 B209	Manual Pull Station		X				X
2-1 UCC SMOK B2 LVL EMA STOR B237	Photo Detector		X				X
2-2 UCC SMOK B2 LVL EMA STOR B237	Photo Detector		X				X
2-3 UCC SMOK B2 LVL EMA STOR B237	Photo Detector		X				X
2-4 UCC SMOK B2 LVL EMA STOR B237	Photo Detector		X				X
2-5 UCC SMOK B2 LVL EMA STOR B237	Photo Detector		X				X
2-6 UCC SMOK B2 LVL EMA STOR B237	Photo Detector		X				X
2-7 UCC SMOK B2 LVL EMA STOR B237	Photo Detector		X				X
2-8 UCC SMOK B2 LVL EMA STOR B237	Photo Detector		X				X
Comments: NO ACCESS							
2-9 UCC SMOK B2 LVL CHILLER PL B236	Photo Detector		X				X
2-10 UCC SMOK B2 LVL CHILLER PL B236	Photo Detector		X				X

SIEMENS

SIEMENS BUILDING TECHNOLOGIES, INC. FIRE SAFETY DIVISION

LOCATION & S/N	DEVICE TYPE	VISUAL CHECK	FUNCTIONAL TEST	FACTORY SETTING	MEASURED SETTING	PASS	FAIL
2-11 UCC SMOK B2 LVL CHILLER PL B236	Photo Detector		X			X	
2-12 UCC SMOK B2 LVL CHILLER PL B236	Photo Detector		X			X	
2-13 UCC SMOK B2 LVL CHILLER PL B236	Photo Detector		X			X	
2-14 UCC SMOK B2 LVL CHILLER PL B236	Photo Detector		X			X	
2-15 UCC SMOK B2 LVL CHILLER PL B236A	Photo Detector		X			X	
2-16 UCC SMOK B2 LVL CHILLER PL B236A	Photo Detector		X			X	
2-17 UCC SMOK B2 LVL CHILLER PL B236A	Photo Detector		X			X	
2-18 UCC SMOK B2 LVL CHILLER PL B236A	Photo Detector		X			X	
2-19 UCC SMOK B2 LVL CHILLER PL B236A	Photo Detector		X			X	
2-20 UCC SMOK B2 LVL CHILLER PL B236A	Photo Detector		X			X	
2-21 UCC SMOK B2 LVL ELEC CLOS B258	Photo Detector		X			X	
2-22 UCC SMOK B2 LVL TELE CLOS B257	Photo Detector		X			X	
2-23 UCC SMOK B2 LVL MECH AHU RM B245	Photo Detector		X			X	
2-24 UCC SMOK B2 LVL MECH AHU RM B245	Photo Detector		X			X	
2-25 UCC SMOK B2 LVL MECH AHU RM B245	Photo Detector		X			X	
2-26 UCC SMOK B2 LVL MECH AHU RM B245	Photo Detector		X			X	
2-27 UCC SMOK B2 LVL ELEV 1/2 LOBBY	Photo Detector		X			X	
2-28 UCC SMOK B2 LVL EMR 1/2 B244	Photo Detector		X			X	
2-29 UCC HEAT B2 LVL EMR 1/2 B244	Heat Detector		X			X	
2-30 UCC HEAT B2 LVL EMS PARKING B243	Heat Detector		X			X	
2-31 UCC DUCT B2 LVL MECH AHU B245	Duct Photo Detector		X			X	
2-32 UCC DUCT B2 LVL MECH AHU B245	Duct Photo Detector		X			X	
2-33 UCC DUCT B2 LVL MECH AHU B245	Duct Photo Detector		X			X	
2-34 UCC DUCT B2 LVL MECH AHU B245	Duct Photo Detector		X			X	
2-35 UCC DUCT B2 LVL MECH AHU B245	Duct Photo Detector		X			X	
2-36 UCC DUCT B2 LVL MECH AHU B245	Duct Photo Detector		X			X	
2-44 UCC DUCT B2 LVL SUPPLY FAN 2	Duct Photo Detector		X			X	
2-47 UCC DUCT B2 LVL CHILLER PLANT	Duct Photo Detector		X			X	
2-56 UCC SMOK B2 CHILLER STAIR	Photo Detector		X			X	
2-60 UCC PULL B2 LVL STAIR 2 B254	Manual Pull Station		X			X	
3-1 UCC SMOK B2 LVL GENL PAR SW B213	Photo Detector		X			X	

(NFPA Inspection and Testing, 5 of 16)

SIEMENS

SIEMENS BUILDING TECHNOLOGIES, INC. FIRE SAFETY DIVISION

LOCATION & S/N	DEVICE TYPE	VISUAL CHECK	FUNCTIONAL TEST	FACTORY SETTING	MEASURED SETTING	PASD	FAIL
3-2 UCC SMOK B2 LVL GENL PAR SW B213	Photo Detector		X				X
3-3 UCC SMOK B2 LVL ELEC RM #1 B214	Photo Detector		X				X
3-4 UCC SMOK B2 LVL ELEC RM #1 B214	Photo Detector		X				X
3-5 UCC SMOK B2 LVL UPS RM #1 B212	Photo Detector		X				X
3-6 UCC SMOK B2 LVL ELEC RM #2 B211	Photo Detector						
Comments: NO ACCESS							
3-7 UCC SMOK B2 LVL BOILER RM B233	Photo Detector		X				X
3-8 UCC SMOK B2 LVL BOILER RM B233	Photo Detector		X				X
3-9 UCC SMOK B2 LVL BOILER RM B233	Photo Detector		X				X
3-10 UCC SMOK B2 LVL BOILER RM B233	Photo Detector		X				X
3-11 UCC SMOK B2 LVL MECH AHU RM B239	Photo Detector		X				X
3-12 UCC SMOK B2 LVL MECH AHU RM B239	Photo Detector		X				X
3-13 UCC SMOK B2 LVL MECH AHU RM B239	Photo Detector		X				X
3-14 UCC SMOK B2 LVL MECH AHU RM B239	Photo Detector		X				X
3-15 UCC SMOK B2 LVL MECH AHU RM B239	Photo Detector		X				X
3-16 UCC SMOK B2 LVL MECH AHU RM B239	Photo Detector		X				X
3-17 UCC SMOK B2 LVL MECH AHU RM B239	Photo Detector		X				X
3-18 UCC SMOK B2 LVL VACUUM STOR B240A	Photo Detector		X				X
3-19 UCC SMOK B2 LVL SECURE STOR B240	Photo Detector						
Comments: NO ACCESS							
3-20 UCC SMOK B2 LVL SECURE STOR B240	Photo Detector						
Comments: NO ACCESS							
3-21 UCC SMOK B2 LVL MAIL DIST B242	Photo Detector		X				X
3-22 UCC SMOK B2 LVL TELCOM RM B238	Photo Detector		X				X
3-23 UCC SMOK B2 LVL TELCOM RM B238	Photo Detector		X				X
3-24 UCC SMOK B2 LVL TELCOM B238 UF	Photo Detector						
Comments: NO ACCESS							
3-25 UCC SMOK B2 LVL TELCOM B238 UF	Photo Detector						
Comments: NO ACCESS							
3-26 UCC HEAT B2 LVL EMER GEN B213C	Heat Detector		X				X
3-27 UCC HEAT B2 LVL LOADNG DOCK B241	Heat Detector		X				X
3-28 UCC HEAT B2 LVL EMS PARKING B243	Heat Detector		X				X
3-29 UCC HEAT B2 LVL EMS PARKING B243	Heat Detector		X				X
3-30 UCC HEAT B2 LVL EMER GEN B213B	Heat Detector		X				X

(NFPA Inspection and Testing, 6 of 16)

SIEMENS

SIEMENS BUILDING TECHNOLOGIES, INC. FIRE SAFETY DIVISION

LOCATION R/S/N	DEVICE TYPE	VISUAL CHECK	FUNCTIONAL TEST	FACTORY SETTING	MEASURED SETTING	PASS	FAIL
3-31 UCC DUCT B2 LVL MECH AHU RM B239	Duct Photo Detector		X			X	
3-32 UCC DUCT B2 LVL MECH AHU RM B239	Duct Photo Detector		X			X	
3-33 UCC DUCT B2 LVL MECH AHU RM B239	Duct Photo Detector		X			X	
3-34 UCC DUCT B2 LVL MECH AHU RM B239	Duct Photo Detector		X			X	
3-35 UCC DUCT B2 LVL MECH AHU RM B239	Duct Photo Detector		X			X	
3-36 UCC DUCT B2 LVL MECH AHU RM B239	Duct Photo Detector		X			X	
3-37 UCC DUCT B2 LVL MECH AHU RM B239	Duct Photo Detector		X			X	
3-56 UCC HEAT B2 LVL EMER GEN B213A	Heat Detector		X			X	
3-57 UCC PULL B2 LVL EMER GEN B213C	Manual Pull Station		X			X	
3-58 UCC PULL B2 LVL CORR B232	Manual Pull Station		X			X	
3-59 UCC PULL B2 LVL STAIR 3 B23D	Manual Pull Station		X			X	
3-60 UCC PULL B2 LVL STAIR 3 B23D	Manual Pull Station		X			X	
4-1 UCC SMOK B1 LVL ELEV 1/2 LOBBY	Photo Detector		X			X	
4-2 UCC SMOK B1 LVL STAIR 4 B152	Photo Detector		X			X	
4-3 UCC SMOK B1 LVL STAFF ENTRY LOBBY	Photo Detector		X			X	
4-4 UCC SMOK B1 LVL SECURITY B101	Photo Detector		X			X	
4-5 UCC SMOK B1 LVL SECURITY B101	Photo Detector		X			X	
4-6 UCC SMOK B1 LVL CONTROL RM B101A	Photo Detector		X			X	
4-7 UCC SMOK B1 LVL OFFICE B101B	Photo Detector		X			X	
4-8 UCC SMOK B1 LVL SECURITY B101 UP	Photo Detector						
Comments: NO ACCESS							
4-9 UCC SMOK B1 LVL SECURITY B101 UP	Photo Detector						
Comments: NO ACCESS							
4-10 UCC SMOK B1 LVL OFFICE B101B UP	Photo Detector						
Comments: NO ACCESS							
4-11 UCC SMOK B1 LVL OFFICE B101B UP	Photo Detector						
Comments: NO ACCESS							
4-58 UCC PULL B1 LVL STAFF ENTRY LOBBY	Manual Pull Station		X			X	
4-59 UCC PULL B1 LVL STAFF ENTRY LOBBY	Manual Pull Station		X			X	
4-60 UCC PULL B1 LVL STAIR 4 B152	Manual Pull Station		X			X	
5-1 UCC SMOK LVL 1 TRAINING 160L	Photo Detector		X			X	
5-2 UCC SMOK LVL 1 TRAINING 160L	Photo Detector		X			X	
5-3 UCC SMOK LVL 1 RM 160K	Photo Detector		X			X	

(NFPA Inspection and Testing, 7 of 16)

SIEMENS

SIEMENS BUILDING TECHNOLOGIES, INC. FIRE SAFETY DIVISION

LOCATION & S/N	DEVICE TYPE	VISUAL CHECK	FUNCTIONAL TEST	FACTORY SETTING	MEASURED SETTING	PASS	FAIL
5-4 UCC SMOK LVL 1 RM 160J	Photo Detector		X			X	
5-5 UCC SMOK LVL 1 RM 160H	Photo Detector		X			X	
5-6 UCC SMOK LVL 1 RM 160G	Photo Detector		X			X	
5-7 UCC SMOK LVL 1 RM 160F	Photo Detector		X			X	
5-8 UCC SMOK LVL 1 RM 160D	Photo Detector		X			X	
5-9 UCC SMOK LVL 1 RM 160C	Photo Detector		X			X	
5-10 UCC SMOK LVL 1 RM 160B	Photo Detector		X			X	
5-11 UCC SMOK LVL 1 TAPE MEDIA 106A Comments: NO ACCESS	Photo Detector						
5-12 UCC SMOK LVL 1 ELEV 3 LOBBY	Photo Detector		X			X	
5-13 UCC SMOK LVL 1 ELEC RM 105	Photo Detector		X			X	
5-14 UCC SMOK LVL 1 TELE RM 102	Photo Detector		X			X	
5-15 UCC SMOK LVL 1 AUDIO/VIS 140A	Photo Detector		X			X	
5-16 UCC SMOK LVL 1 AUDIO/VIS 140A	Photo Detector		X			X	
5-17 UCC SMOK LVL 1 EQUIP STOR #2 134	Photo Detector		X			X	
5-18 UCC SMOK LVL 1 EQUIP STO #1 140B	Photo Detector		X			X	
5-19 UCC SMOK LVL 1 ELEC RM 158	Photo Detector		X			X	
5-20 UCC SMOK LVL 1 TELE RM 157	Photo Detector		X			X	
5-21 UCC SMOK LVL 1 STORAGE 162	Photo Detector		X			X	
5-22 UCC SMOK LVL 1 PANTRY 144	Photo Detector		X			X	
5-23 UCC SMOK LVL 1 TRASH RM 145	Photo Detector		X			X	
5-24 UCC SMOK LVL 1 ELEV 1/2 LOBBY	Photo Detector		X			X	
5-25 UCC SMOK LVL 1 STAIR 4 152	Photo Detector		X			X	
5-26 UCC SMOK LVL 1 JAN CLOS 153	Photo Detector		X			X	
5-27 UCC HEAT LVL 1 FOOD PREP 143	Heat Detector		X			X	
5-28 UCC HEAT LVL 1 FOOD PREP 143	Heat Detector		X			X	
5-56 UCC PULL LVL 1 PUB LOBBY ENTRY	Manual Pull Station		X			X	
5-57 UCC PULL LVL 1 STAIR 2 154	Manual Pull Station		X			X	
5-58 UCC PULL LVL 1 EXERCISE RM 159	Manual Pull Station		X			X	
5-59 UCC PULL LVL 1 FOOD PREP 143	Manual Pull Station		X			X	
5-60 UCC PULL LVL 1 STAIR 1 101	Manual Pull Station		X			X	
5-1 UCC SMOK LVL 1 SERVER RM	Photo Detector		X			X	

(NFPA Inspection and Testing, 8 of 16)

SIEMENS

SIEMENS BUILDING TECHNOLOGIES, INC. FIRE SAFETY DIVISION

LOCATION & S/N	DEVICE TYPE	VISUAL CHECK	FUNCTIONAL TEST	FACTORY SETTING	MEASURED SETTING	PASS	FAIL
6-2 UCC SMOK LVL 1 911 PREM EQ 160Q	Photo Detector		X			X	
6-3 UCC SMOK LVL 1 ELBEC EQ 160C	Photo Detector		X			X	
6-4 UCC SMOK LVL 1 ELBEC CLOS 126	Photo Detector		X			X	
6-5 UCC SMOK LVL 1 STORAGE 129	Photo Detector		X			X	
6-6 UCC SMOK LVL 1 TELECOM 127	Photo Detector		X			X	
6-7 UCC SMOK LVL 1 STORAGE 124	Photo Detector		X			X	
6-8 UCC SMOK LVL 1 JAN CLOS 119	Photo Detector		X			X	
6-9 UCC SMOK LVL 1 TRAINING CON 160M	Photo Detector		X			X	
6-10 UCC SMOK LVL 1 MAIN CALL 160 UF Comments: NO ACCESS	Photo Detector						
6-11 UCC SMOK LVL 1 MAIN CALL 160 UF Comments: NO ACCESS	Photo Detector						
6-12 UCC SMOK LVL 1 MAIN CALL 160 UF Comments: NO ACCESS	Photo Detector						
6-13 UCC SMOK LVL 1 MAIN CALL 160 UF Comments: NO ACCESS	Photo Detector						
6-14 UCC SMOK LVL 1 MAIN CALL 160 UF Comments: NO ACCESS	Photo Detector						
6-15 UCC SMOK LVL 1 MAIN CALL 160 UF Comments: NO ACCESS	Photo Detector						
6-16 UCC SMOK LVL 1 MAIN CALL 160 UF Comments: NO ACCESS	Photo Detector						
6-17 UCC SMOK LVL 1 MAIN CALL 160 UF Comments: NO ACCESS	Photo Detector						
6-18 UCC SMOK LVL 1 MAIN CALL 160 UF Comments: NO ACCESS	Photo Detector						
6-19 UCC SMOK LVL 1 MAIN CALL 160 UF Comments: NO ACCESS	Photo Detector						
6-20 UCC SMOK LVL 1 MAIN CALL 160 UF Comments: NO ACCESS	Photo Detector						
6-21 UCC SMOK LVL 1 MAIN CALL 160 UF Comments: NO ACCESS	Photo Detector						
6-22 UCC SMOK LVL 1 MAIN CALL 160 UF Comments: NO ACCESS	Photo Detector						
6-23 UCC SMOK LVL 1 MAIN CALL 160 UF Comments: NO ACCESS	Photo Detector						
6-24 UCC SMOK LVL 1 MAIN CALL 160 UF Comments: NO ACCESS	Photo Detector						
6-50 UCC BEAM SMOK LVL 1 MAIN CALL FL	Conventional Zone						

(NFPA Inspection and Testing, 9 of 16)

SIEMENS

SIEMENS BUILDING TECHNOLOGIES, INC. FIRE SAFETY DIVISION

LOCATION & S/N	DEVICE TYPE	VISUAL CHECK	FUNCTIONAL TEST	FACTORY SETTING	MEASURED SETTING	PASS	FAIL
6-51 UCC BEAM SMOK LVL 1 MAIN CALL FL	Conventional Zone						
6-52 UCC BEAM SMOK LVL 1 MAIN CALL FL	Conventional Zone						
6-59 UCC PULL LVL 1 STAIR 3 130	Manual Pull Station		X			X	
6-60 UCC PULL LVL 1 CLOS 128C	Manual Pull Station		X			X	
7-1 UCC SMOK LVL 2 ELEV 3 LOBBY 203	Photo Detector		X			X	
7-2 UCC SMOK LVL 2 ELEC CLOS 205	Photo Detector		X			X	
7-3 UCC SMOK LVL 2 TELE CLOS 202	Photo Detector		X			X	
7-4 UCC SMOK LVL 2 EOC 236D	Photo Detector		X			X	
7-5 UCC SMOK LVL 2 EOC 236D	Photo Detector		X			X	
7-6 UCC SMOK LVL 2 EOC 236D	Photo Detector		X			X	
7-8 UCC SMOK LVL 2 EOC 236	Photo Detector		X			X	
7-9 UCC SMOK LVL 2 EOC 236D UP	Photo Detector						
Comments: NO ACCESS							
7-10 UCC SMOK LVL 2 EOC 236D UP	Photo Detector						
Comments: NO ACCESS							
7-11 UCC SMOK LVL 2 EOC 236D UP	Photo Detector						
Comments: NO ACCESS							
7-13 UCC SMOK LVL 2 EMER RADIO RM 233	Photo Detector		X			X	
7-14 UCC SMOK LVL 2 ELEC EQ RM 251	Photo Detector		X			X	
7-15 UCC SMOK LVL 2 EQUIP RM 241	Photo Detector		X			X	
7-16 UCC SMOK LVL 2 ELEC CLOS 258	Photo Detector		X			X	
7-17 UCC SMOK LVL 2 TELE CLOS 257	Photo Detector		X			X	
7-18 UCC SMOK LVL 2 SUPPLY RM 246	Photo Detector		X			X	
7-19 UCC SMOK LVL 2 ELEV LOBBY 261	Photo Detector		X			X	
7-20 UCC SMOK LVL 2 ELEV 1 SHAFT	Photo Detector						
Comments: NO ELEVATOR TECH ONSITE							
7-21 UCC SMOK LVL 2 EOC 236 UP	Photo Detector						
Comments: NO ACCESS							
7-22 UCC SMOK LVL 2 JAN CLOS 255A	Photo Detector		X			X	
7-23 UCC HEAT LVL 2 ELEV 1 SHAFT	Heat Detector						
Comments: NO ELEVATOR TECH ONSITE							
7-59 UCC PULL LVL 2 STAIR 2 261A	Manual Pull Station		X			X	
7-60 UCC PULL LVL 2 STAIR 1 201	Manual Pull Station		X			X	
8-1 UCC SMOK LVL 2 STORAGE 259	Photo Detector		X			X	

SIEMENS

SIEMENS BUILDING TECHNOLOGIES, INC. FIRE SAFETY DIVISION

LOCATION & S/N	DEVICE TYPE	VISUAL CHECK	FUNCTIONAL TEST	FACTORY SETTING	MEASURED SETTING	PASS	FAIL
8-2 UCC SMOK LVL 2 ELEC CLOS 226	Photo Detector		X			X	
8-3 UCC SMOK LVL 2 TELE CLOS 227	Photo Detector		X			X	
8-4 UCC SMOK LVL 2 JAN CLOS 219	Photo Detector		X			X	
8-5 UCC SMOK LVL 2 236E	Photo Detector		X			X	
8-6 UCC SMOK LVL 2 236E	Photo Detector		X			X	
8-9 UCC SMOK LVL 2 EOC 236	Photo Detector		X			X	
8-10 UCC SMOK LVL 2 EMERG CTR 236A	Photo Detector		X			X	
8-11 UCC SMOK LVL 2 EMERG CTR 236A	Photo Detector		X			X	
8-12 UCC SMOK LVL 2 EMERG OPS CTR 236	Photo Detector		X			X	
8-13 UCC SMOK LVL 2 EMERG OPS CTR 236	Photo Detector		X			X	
8-14 UCC SMOK LVL 2 EMERG OPS CTR 236	Photo Detector		X			X	
8-15 UCC SMOK LVL 2 EMERG OPS CTR 236	Photo Detector		X			X	
8-16 UCC SMOK LVL 2 EMERG OPS CTR 236	Photo Detector		X			X	
8-17 UCC SMOK LVL 2 EMERG OPS CTR 236	Photo Detector		X			X	
8-19 UCC SMOK LVL 2 236	Photo Detector		X			X	
8-20 UCC SMOK LVL 2 236B	Photo Detector		X			X	
8-21 UCC SMOK LVL 2 236C	Photo Detector		X			X	
8-22 UCC SMOK LVL 2 236A UF	Photo Detector						
Comments: NO ACCESS							
8-23 UCC SMOK LVL 2 236A JF	Photo Detector						
Comments: NO ACCESS							
8-24 UCC SMOK LVL 2 EMERG OPS 236 UF	Photo Detector						
Comments: NO ACCESS							
8-25 UCC SMOK LVL 2 EMERG OPS 236 UF	Photo Detector						
Comments: NO ACCESS							
8-26 UCC SMOK LVL 2 EMERG OPS 236 UF	Photo Detector						
Comments: NO ACCESS							
8-27 UCC SMOK LVL 2 EMERG OPS 236 UF	Photo Detector						
Comments: NO ACCESS							
8-28 UCC SMOK LVL 2 EMERG OPS 236 UF	Photo Detector						
Comments: NO ACCESS							
8-29 UCC SMOK LVL 2 EMERG OPS 236 UF	Photo Detector						
Comments: NO ACCESS							
8-30 UCC SMOK LVL 2 236C UF	Photo Detector						
Comments: NO ACCESS							
8-31 UCC SMOK LVL 2 236 UF	Photo Detector						



SIEMENS BUILDING TECHNOLOGIES, INC. FIRE SAFETY DIVISION

LOCATION & S/N	DEVICE TYPE	VISUAL CHECK	FUNCTIONAL TEST	FACTORY SETTING	MEASURED SETTING	PASS	FAIL
8-32 UCC SMOK LVL 2 236B UP Comments: NO ACCESS	Photo Detector						
8-33 UCC SMOK LVL 2 236E UF Comments: NO ACCESS	Photo Detector						
8-34 UCC SMOK LVL 2 236E UF Comments: NO ACCESS	Photo Detector						
8-37 UCC SMOK LVL 2 236 UP Comments: NO ACCESS	Photo Detector						
8-66 UCC PULL LVL 2 STAIR 3 230	Manual Pull Station		X			X	
9-1 UCC SMOK LVL 3 ELEC CLOS 326	Photo Detector		X			X	
9-2 UCC SMOK LVL 3 TELE CLOS 327	Photo Detector		X			X	
9-3 UCC SMOK LVL 3 JAN CLOS 319	Photo Detector		X			X	
9-4 UCC SMOK LVL 3 MECH AHU RM 331	Photo Detector		X			X	
9-5 UCC SMOK LVL 3 MECH AHU RM 331	Photo Detector		X			X	
9-6 UCC SMOK LVL 3 MECH AHU RM 331	Photo Detector		X			X	
9-7 UCC SMOK LVL 3 ELEC CLOS 305	Photo Detector		X			X	
9-8 UCC SMOK LVL 3 ELEV 3 LOBBY	Photo Detector		X			X	
9-9 UCC SMOK LVL 3 ELEV 3 SHAFT Comments: NO ELEVATOR TECH ONSITE	Photo Detector		X			X	
9-10 UCC SMOK LVL 3 TELE CLOS 302	Photo Detector		X			X	
9-11 UCC SMOK LVL 3 ELEV 1 LOBBY	Photo Detector		X			X	
9-12 UCC SMOK LVL 3 ELEV 1 SHAFT Comments: NO ELEVATOR TECH ONSITE	Photo Detector		X			X	
9-15 UCC HEAT LVL 3 ELEV 3 SHAFT Comments: NO ELEVATOR TECH ONSITE	Heat Detector						
9-16 UCC HEAT LVL 3 ELEV 1 SHAFT Comments: NO ELEVATOR TECH ONSITE	Heat Detector						
9-25 UCC DUCT LVL 3 MECH AHU RM 331	Duct Photo Detector		X			X	
9-26 UCC DUCT LVL 3 MECH AHU RM 331	Duct Photo Detector		X			X	
9-27 UCC DUCT LVL 3 MECH AHU RM 331	Duct Photo Detector		X			X	
9-28 UCC DUCT LVL 3 MECH AHU RM 331	Duct Photo Detector		X			X	
9-29 UCC DUCT LVL 3 MECH AHU RM 331	Duct Photo Detector		X			X	
9-30 UCC DUCT LVL 3 MECH AHU RM 331	Duct Photo Detector		X			X	
9-31 UCC DUCT LVL 3 MECH AHU RM 331	Duct Photo Detector		X			X	
9-57 UCC PULL ROOF STAIR 1	Manual Pull Station		X			X	

(NPPA Inspection and Testing, 12 of 16)

SIEMENS

SIEMENS BUILDING TECHNOLOGIES, INC. FIRE SAFETY DIVISION

LOCATION & S/N	DEVICE TYPE	VISUAL CHECK	FUNCTIONAL TEST	FACTORY SETTING	MEASURED SETTING	PASS	FAIL
9-59 UCC PULL LVL 3 STAIR 2 354	Manual Pull Station		X			X	
9-59 UCC PULL LVL 3 STAIR 1 301	Manual Pull Station		X			X	
9-60 UCC PULL LVL 3 STAIR 3 330	Manual Pull Station		X			X	

Comments:

NODE 2 CDC

LOCATION & S/N	DEVICE TYPE	VISUAL CHECK	FUNCTIONAL TEST	FACTORY SETTING	MEASURED SETTING	PASS	FAIL
1-1 CDC SMOK B2 LVL ELEV 4 LOBBY	Photo Detector		X			X	
1-2 CDC SMOK B2 LVL EMR 4 C110	Photo Detector		X			X	
1-3 CDC SMOK B2 LVL JAN CLOS C114	Photo Detector		X			X	
1-4 CDC SMOK B2 LVL STAFF TOIL C108	Photo Detector		X			X	
1-5 CDC SMOK B2 LVL SLEEP AREA	Photo Detector		X			X	
1-6 CDC SMOK B2 LVL SLEEP AREA	Photo Detector		X			X	
1-7 CDC SMOK B2 LVL INFANT CL C107A	Photo Detector		X			X	
1-8 CDC SMOK B2 LVL INFANT CL C107A	Photo Detector		X			X	
1-9 CDC SMOK B2 LVL BUGGIES C106A7A	Photo Detector		X			X	
1-10 CDC SMOK B2 LVL VESTIBULE C103B	Photo Detector		X			X	
1-11 CDC SMOK B2 LVL ELEC CLOS C105	Photo Detector		X			X	
1-12 CDC SMOK B2 LVL OLDER TODDLER C104	Photo Detector		X			X	
1-13 CDC SMOK B2 LVL LOBBY C103	Photo Detector		X			X	
1-14 CDC SMOK B2 LVL RECEPTION C102	Photo Detector		X			X	
1-15 CDC SMOK B2 LVL STORAGE C104A	Photo Detector		X			X	
1-16 CDC SMOK B2 LVL YOUNG TODDLER C104	Photo Detector		X			X	
1-17 CDC SMOK B2 LVL TODDLER TOIL C104B	Photo Detector		X			X	
1-18 CDC SMOK B2 LVL PLUMBING RM C112	Photo Detector		X			X	
1-19 CDC SMOK B2 LVL PP RM C111	Photo Detector		X			X	
1-20 CDC SMOK B2 LVL EMR 4 C110	Photo Detector		X			X	
1-25 CDC HEAT B2 LVL KITCHEN C109	Heat Detector		X			X	
1-26 CDC HEAT B2 LVL EMR 4 C110	Heat Detector		X			X	

(NFPA Inspection and Testing, 13 of 16)

SIEMENS

SIEMENS BUILDING TECHNOLOGIES, INC. FIRE SAFETY DIVISION

LOCATION & S/N	DEVICE TYPE	VISUAL CHECK	FUNCTIONAL TEST	FACTORY SETTING	MEASURED SETTING	PASS	FAIL
1-53 CDC PULL B2 LVL YOUNG TODLR C104	Manual Pull Station		X			X	
1-55 CDC PULL B2 LVL OLDER TODLR C104	Manual Pull Station		X			X	
1-56 CDC PULL B2 LVL OLDER TODLR C104	Manual Pull Station		X			X	
1-57 CDC PULL B2 LVL VESTIBULE C103B	Manual Pull Station		X			X	
1-58 CDC PULL B2 LVL INFANT CL C107A	Manual Pull Station		X			X	
1-59 CDC PULL B2 LVL RECEPTION C102	Manual Pull Station		X			X	
1-60 CDC PULL B2 LVL NEAR EMR	Manual Pull Station		X			X	
2-1 CDC SMOK LVL 1 ELEV 4 LOBBY	Photo Detector		X			X	
2-2 CDC SMOK LVL 1 ELEV 4 SHAFT	Photo Detector						
Comments: NO ELEVATOR TECH ONSITE							
2-3 CDC SMOK LVL 1 EMPL LOUNGE C209	Photo Detector		X			X	
2-4 CDC SMOK LVL 1 TOILET C208	Photo Detector		X			X	
2-5 CDC SMOK LVL 1 LAUNDRY C207	Photo Detector		X			X	
2-6 CDC SMOK LVL 1 STORAGE C206	Photo Detector		X			X	
2-7 CDC SMOK LVL 1 INDOOR PLAY C203	Photo Detector		X			X	
2-8 CDC SMOK LVL 1 DIRCTR'S OFF C202	Photo Detector		X			X	
2-9 CDC SMOK LVL 1 STORAGE C204A	Photo Detector		X			X	
2-10 CDC SMOK LVL 1 PRE-SCHOOL 1 C204	Photo Detector		X			X	
2-11 CDC SMOK LVL 1 TODDLER TOILET	Photo Detector		X			X	
2-12 CDC SMOK LVL 1 INDOOR PLAY C203	Photo Detector		X			X	
2-13 CDC SMOK LVL 1 MULTI PURP C205	Photo Detector		X			X	
2-14 CDC SMOK LVL 1 MULTI PURP C205	Photo Detector		X			X	
2-15 CDC SMOK LVL 1 VESTIBULE C203B	Photo Detector		X			X	
2-16 CDC SMOK LVL 1 ELEC CLOS C211	Photo Detector		X			X	
2-17 CDC SMOK LVL 1 STORAGE C204C	Photo Detector		X			X	
2-18 CDC SMOK LVL 1 PRE-SCHOOL 2 C204	Photo Detector		X			X	
2-22 CDC HEAT LVL 1 ELEV 4 SHAFT	Heat Detector						
Comments: NO ELEVATOR TECH ONSITE							
2-31 CDC DUCT DET ROOF SUPPLY	Conventional Zone						
Comments: NO ACCESS							
2-32 CDC DUCT DET ROOF RETURN	Conventional Zone						
Comments: NO ACCESS							
2-54 CDC PULL LVL 1 PRE-SCHOOL 2 C204	Manual Pull Station		X			X	

(NFPA Inspection and Testing, 14 of 16)



SIEMENS BUILDING TECHNOLOGIES, INC. FIRE SAFETY DIVISION

LOCATION & S/N	DEVICE TYPE	VISUAL CHECK	FUNCTIONAL TEST	FACTORY SETTING	MEASURED SETTING	PASS	FAIL
2-95 CDC PULL LVL 1 VESTIBULE C203B	Manual Pull Station		X			X	
2-96 CDC PULL LVL 1 MULTI PLURP C205	Manual Pull Station		X			X	
2-97 CDC PULL LVL 1 MULTI PLURP C205	Manual Pull Station		X			X	
2-98 CDC PULL LVL 1 PRE-SCHOOL 2 C204	Manual Pull Station		X			X	
2-99 CDC PULL LVL 1 PRE-SCHOOL 1 C204	Manual Pull Station		X			X	
2-60 CDC PULL LVL 1 STAIR 8 C200	Manual Pull Station		X			X	

AUDIO VISUAL FAILURES DEVICE LIST

LOCATION & S/N	DEVICE TYPE	PASS	FAIL
Comments: _____			

EMERGENCY COMMUNICATION EQUIPMENT	VISUAL	FUNCTIONAL	COMMENTS
Phone Set	<input type="checkbox"/>	<input checked="" type="checkbox"/>	PASSED
Phone Jacks	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Off-hook Indicator	<input type="checkbox"/>	<input checked="" type="checkbox"/>	PASSED
Amplifier(s)	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Tone Generator(s)	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Call-In Signal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	PASSED
System Performance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	PASSED

INTERFACE EQUIPMENT	VISUAL	DEVICE OPERATION	SIMULATED OPERATION
(Specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(Specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(Specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SPECIAL HAZARD SYSTEMS	VISUAL	DEVICE OPERATION	SEMULATED OPERATION
(Specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(Specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(Specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Special Procedures: AVS TESTED IN COMMON AREAS AND SOME LOCKED SPACES. NOT ALL DEVICES WERE ACCESSIBLE FOR TESTING.

Comments: DIALER UNPLUGGED (INPUTS AND POWER) PRIOR TO ARRIVAL. DIALER IS LOCATED IN CABINET NEXT TO MAIN PANEL. NO TROUBLE SHOWING ON THE PANEL FROM THE TRI MONITORING THE DIALER. SYSTEM IN TROUBLE UPON ARRIVAL (1S-28 UCC 1 VL 2 PAD ACTIVATION CIRCUIT ZONE LOOP OPEN).

SUPERVISING STATION MONITORING	Yes	No	TIME	COMMENTS
Alarm Signal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	SEE NOTES
Alarm Restoration	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	SEE NOTES
Supervisory Signal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____
Supervisory Restoration	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____
Trouble Signal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	SEE NOTES
Trouble Restoral	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	SEE NOTES

SIEMENS

SIEMENS BUILDING TECHNOLOGIES, INC. FIRE SAFETY DIVISION

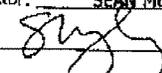
NOTIFICATIONS THAT TESTING IS COMPLETE	Yes	No	Who	Time
Monitoring Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	BY CUSTOMER	1500
Building Occupants	<input checked="" type="checkbox"/>	<input type="checkbox"/>	SECURITY	1500
Building Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	LAMONT	1500
Other (Specify)	<input type="checkbox"/>	<input checked="" type="checkbox"/>		

The following did not operate correctly: _____

System restored to normal operation: Date: 19 MAY 09 Time: 1500

THIS TESTING WAS PERFORMED IN ACCORDANCE WITH APPLICABLE NFPA STANDARDS.

Name of Inspector: SEAN MURPHY / ERIC REDDY Date: 19 MAY 09 Time: 1400

Signature: 

Name of Owner or Representative: LAMONT DAVIS
Date: 19 MAY 09 Time: 1400

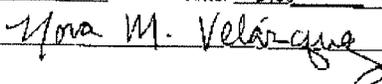
Signature: 

Exhibit 4
Fuel Usage for Reeves Center
and OJS Building

EXHIBIT 4

FUEL USAGE AT OJS AND REEVES CENTER - FY08

AG	OIL	TANKID	DEL_DATE	TICKET #	INV_NO	GALLONS	BLDG	ADDRESS
AM	D	AMD198	2/25/2008	189332	202985	250.0	ONE JUDICIARY SQUARE	441 4TH ST NW
AM	D	AMD198	6/13/2008	197744	231441	200.0	ONE JUDICIARY SQUARE	441 4TH ST NW
AM	D	AMD198	11/12/2007	180185	176645	100.5	ONE JUDICIARY SQUARE	441 4TH ST NW
TOTAL						550.5		
KT	D	KTD110	12/17/2007	183000	184746	567.9	REEVES CENTER	2000 14TH ST NW
TOTAL						567.9		

FUEL USAGE AT OJS AND REEVES CENTER - FY09

AG	OIL	TANKID	DEL_DATE	TICKET #	INV_NO	GALLONS	BLDG	ADDRESS
AM	D	AMD198	10/21/2008	205643	263087	355.0	ONE JUDICIARY SQUARE	441 4TH ST NW
TOTAL						355.0		
KT	D	KTD110	10/31/2008	206361	265463	319.0	REEVES CENTER	2000 14TH ST NW
TOTAL						319.0		

Exhibit 5
CBA for OJS Building,
Reeves Center, Wilson Building
and UCC/CDC

COLLECTIVE BARGAINING AGREEMENT

Between

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 32BJ

and

R & R PAINTING AND BUILDING SERVICE, INC.

START: May 1, 2010

EXPIRATION: April 30, 2013

JUDICIARY SQUARE BUILDING
441 4th St NW
Washington DC 20005

AGREEMENT

This Agreement, dated as of May 1, 2010, is by and between Service Employees International Union, Local 32BJ, hereinafter called the "Union" and R & R Painting and Building Service, Inc. hereinafter called the "Employer".

ARTICLE I
RECOGNITION

The employer recognizes the Union as the exclusive bargaining agent for all its hourly paid janitorial and maintenance employees excluding supervisors, clerical and security guards employed at the locations listed in the attached appendices.

ARTICLE 2
WAGES

Section 1. The hourly wages for all employees covered by this Agreement shall be at the rates listed below:

Classification	Effective <u>5-1-10</u>	Effective <u>5-1-11</u>	Effective <u>5-1-12</u>
Janitor	\$13.94	\$14.50	\$15.08
Floor Maintenance	\$14.44	\$15.00	\$15.58

Section 2. Nothing in this Agreement shall be construed to allow for the reduction of any rate or benefit currently enjoyed by the employees at the time they are recognized under this Agreement.

Section 3. The employer agrees to correct any payroll error within 3 days of the day the employee reports the error if the error is the fault of the employer. If the error is not the fault of the employer, the error will be investigated promptly and the correction will be made in the next payroll check after the conclusion of the investigation.

Section 4. All employees covered by this Agreement shall not be paid nor have any claim for compensation unless they have worked at the facility in question when that facility has been made unavailable to the contractor for whatever reason by the contracting authority. If the contractor is compensated, all employees will be compensated as well.

ARTICLE 3
HOURS OF WORK

Section 1. All work performed in excess of forty (40) hours in any workweek by employees shall be considered overtime and shall be compensated for at the rate of time and one-half of the prevailing rate of pay for such job.

Section 2. The regular workweek shall be Monday through Friday. The regular part-time shifts shall consist of 4 or 5 hours. The regular full-time shifts shall consist of 8 hours. All employees working a full-time shift shall receive 1 hour unpaid break in the middle of their shift.

There will be a six (6) minute grace period for employees to report at the start of a shift. Employees will not lose any pay for reporting after their shift start but before the end of the six (6) minute grace period, and employees will not be disciplined for lateness for reporting before the end of the grace period. However, employees may be disciplined for lateness and lose pay if the employee reports after the employee's scheduled start time more than twice per pay period or after the end of the grace period. Employees shall request approval from the employer before performing any work in excess of their daily shift.

Section 3. When overtime and extra hours are available, the employer shall advise the employees of the type of work needed to be performed. Overtime and extra hours shall be offered to all employees qualified to perform the work for which overtime or extra hours are needed on a rotating basis by seniority. If overtime and extra hours' requirements cannot be met on a voluntary basis, they shall be assigned in order of reverse seniority. If the employer believes that an employee volunteering or assigned to perform the work is not qualified to do so, the employer shall not be required to offer or assign the work to such employee. In such cases, the employer shall notify the Union in writing of the location and date of the overtime or extra hours, the employee involved, and the reason why the employee was not qualified to perform the work. Employees must obtain prior approval from the employer before performing any work in excess of forty (40) hours in a work week.

Section 4. Any employee called in to work on a regularly scheduled day off shall be guaranteed a minimum of four (4) hours pay.

ARTICLE 4
HEALTH AND WELFARE

Section 1. The employer agrees to provide all employees covered by this Agreement with Health and Welfare benefits to be paid directly to the employees as part of the regular bi-weekly payroll.

The employer shall contribute the rates (per hour per employee) listed below:

Effective	Effective	Effective
<u>5-1-10</u>	<u>5-1-11</u>	<u>5-1-12</u>
\$3.90	\$4.05	\$4.20

It's agreed and understood that the Employer shall pay all employees their Health & Welfare benefits while they are on paid vacation, paid holidays, paid sick leave and all worked (paid) hours.

ARTICLE 5
PAID HOLIDAYS

Section 1. The employer shall grant to all employees the following holidays and all future holidays declared as legal by the United States Congress or by Executive Proclamation or Executive Order off with pay:

New Year's Day	Labor Day
Martin L. King's Birthday	Columbus Day
Inauguration Day	Veteran's Day
George Washington Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Personal Day

If Martin Luther King's Birthday and Inauguration Day fall on the same day, employees will only be entitled to one paid holiday for the day on which both holiday fall.

Section 2. An employee required to work on any one of the holidays listed above shall be paid at the rate of double time, except for weekend or holiday fill-in employees.

~~Section 3. When a legal holiday covered by this Agreement falls on an employee's day off from his/her regularly schedule shift, same shall be compensated for at straight time hourly rate of pay or in lieu thereof, the employee shall receive a day off with pay within a period two weeks before or after such holiday.~~

Section 4. In order to be eligible for holiday pay, an employee must work all his/her scheduled hours on the workday before and after the holiday unless he/she is on excused absence and/or paid status.

Section 5. The Employer shall pay for all days that the building is closed by the President or the U.S. Congress or by an act of God, the basic hourly rate of pay for all Employees, if the Employer receives payment.

ARTICLE 6 VACATIONS

Section 1. All employees with one (1) year or more of continuous service are entitled to one (1) week of vacation with pay. All employees with two (2) or more years of continuous service are entitled to two (2) weeks of vacation with pay. All employees with five (5) years or more of continuous service are entitled to three (3) weeks of vacation with pay. All employees with ten (10) years or more of continuous service are entitled to four (4) weeks of vacation with pay. All employees with fifteen (15) years or more of continuous service are entitled to five (5) weeks of vacation with pay

Section 2. It is agreed that the employee's vacation shall be paid at the current rate of pay. Vacation pay is to be given to the employee on the pay day preceding the week that the vacation begins.

Section 3. When a holiday occurs during the employee's vacation, the employee shall be entitled to an extra day vacation or at the option of the employer, an extra day's wage.

Section 4. The employer agrees that all employees shall be paid for all unused vacation time accrued on their anniversary date.

Section 5. The employer agrees that all employees shall be paid for all unused vacation upon separation.

~~Section 6. The employee may use vacation leave in increments of less than one week for purposes of a personal emergency or extended sick leave. Vacation time can only be used for extended sick leave provided the employee has used up his/her accrued sick leave and provided he/she provides a doctors excuse when requested by the employer. The employee's request for vacation leave shall not be unreasonably denied.~~

Section 7. If more employees desire a particular vacation period than the employer can afford or approve without disruptions or interference with the conduct of the employer's business, the most senior employees will be permitted to take that period as vacation. Other employees will be scheduled at the next mutually convenient time.

Section 8. The employer agrees to re-open this Article for negotiations regarding a Vacation Fund when the Union provides proposals.

ARTICLE 7 LENGTH OF SERVICE

Section 1. The employee's length of service shall be computed from the date on which he/she is hired by the employer or date of employment in the building, whichever is longer. Seniority within job classification shall be the sole factor in determining the employees layoff and recall order. The job classifications shall be Floor Maintenance Person and Janitor. One shop steward per shift shall have super seniority for the purposes of layoff and recall.

Section 2. New employees shall be on probation until the completion of 30 days of service from their date of hire. During this probationary period, such employees shall be considered as being on trial subject to immediate dismissal at any time at the sole discretion of the employer. Discharge during the probationary period shall not be subject to the grievance procedure provided herein. Upon completion of the 30 day probationary period, employees shall enjoy seniority status from their date of hire.

ARTICLE 8 SICK LEAVE

Section 1. Effective May 1, 2010 all employees shall be eligible for twelve (12) paid sick days per year. Employees will be eligible to use accrued sick leave

~~after thirty (30) days of employment.~~

~~Employees can accrue a maximum of 12 sick days.~~

Section 2. All employees must give two (2) hours notice before the beginning of the shift in order to claim sick leave benefits. In all cases of illness of three (3) consecutive working days or more, a physician's certificate or other acceptable evidence of disability shall be submitted by an employee as a claim for sick leave benefits, if requested by the employer.

ARTICLE 9 UNION SECURITY AND CHECK-OFF

Section 1. All employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of employment to remain members by the timely payment of all dues and initiation fees to the Union.

Employees covered by this Agreement who are not members of the Union shall be required as a condition of employment to become members of the Union within thirty (30) days after the effective date of this Agreement or within (30) days after their employment and remain members by their timely payment of all dues and initiation fees to the Union. The failure to become or remain a member by the payment of all dues and initiation fees as required herein, upon written notice to the employer from the Union to such effect, shall obligate the employer to discharge such person. However, each employee will be given a period of fifteen (15) days from the date of said written notice to pay and fully discharge his/her indebtedness to the Union. Failure to do so will result in the employee's termination by the Employer.

Section 2. The employer shall notify the Shop Steward within forty-eight (48) hours of the name, address, and occupation of new or additional employees hired outside de Union. In considering persons for employment, promotion or work assignment, no consideration shall be given as to race, creed, sex, age, Union status or national origin.

Section 3. The employer shall check-off initiation fees, monthly fees and ADF contributions from the first paycheck of each month on the basis of individually signed voluntary authorization forms and remit to the Secretary-Treasurer of the Union by the end of the month in which they were deducted from the employee. The Union will send the employer an alphabetical check-off list each

~~month indicating the amount due for each employee. The employer shall return a copy of this list or send a list to the Union of all employees for whom dues were deducted.~~

Section 4. The Employer agrees to provide all new employees with a Check-Off Authorization Form as provided by the Union on the date of employment and request that the employee sign the card. A copy of the card shall be sent to the Union with the monthly Check-off.

Section 5. The Union agrees to hold the employer harmless and indemnified against any and all claims, liability or fault arising out of the employer's compliance with this Article.

ARTICLE 10 FUNERAL LEAVE

Section 1. Effective May 1, 2010, all employees shall be granted three (3) days paid leave for the death of a spouse, father, mother, son, daughter, brother, sister, uncle, aunt, grandparents, grandchildren, stepparents, stepchildren or guardian. The employer may request proof of death or funeral certificate.

Section 2. If the funeral in the above referenced paragraph is over one hundred (100) miles from the metropolitan area of the District of Columbia, the employee will be permitted two (2) additional days off without pay. If the funeral is outside of the United States, the employee may apply for extended leave, without pay, of up to four weeks.

ARTICLE 11 DISCHARGE AND DISCIPLINE

Section 1. It is agreed that each party shall treat the other with mutual respect and dignity and that the employer shall only discharge or discipline employees for just cause. The discipline shall be corrective and progressive in nature. Discipline must be given in writing within two (2) working days of the employer's knowledge of the offense. Copies of all warning or disciplinary notices will be given to the Shop Steward within three (3) days. Warning notices or other disciplinary action will be removed from the employees' files within a one-(1) year period.

Section 2. The Shop Steward or designated co-worker shall be present at all

~~disciplinary and/or investigatory meetings which the employee reasonably believes might lead to discipline. In the investigatory meetings, the employee must request the steward to be present.~~

ARTICLE 12 GRIEVANCE PROCEDURE

It is agreed that any dispute arising out of this Agreement between an employee and the employer or the Union and the employer shall be resolved using the procedure set out below.

Step 1. The employee and the immediate supervisor shall attempt to resolve any differences at the time they arise. In the event they are unable to resolve the issue, the employee shall request a meeting with the supervisor and the shop steward to attempt to resolve the issue. If they are unable to resolve the issue, the grievance shall be reduced to writing and submitted to the employer within five (5) days.

Step 2. The General Manager, the Union Representative and the employee shall meet within five (5) days to attempt to resolve the issue. If they are unable to resolve the issue, the grievance will be moved to Step 3.

Step 3. Within five (5) days after the meeting in Step 2, the Union Representative and the employee shall meet with the Company President in the case of a discharge of an employee. For all other grievances, the Union Representative and the Company President shall select one day each month at a mutually convenient time to meet with employees regarding such grievances. All unresolved grievances will proceed to Step 4.

Step 4. If the grievance is not resolved at Step 3, within ten (10) days after the meeting in Step 3, it may be submitted at the request of either party to arbitration by an Arbitrator designated by the Federal Mediation and Conciliation Service (FMCS), whose decision shall be final, provided that the Arbitrator shall not have the power to alter this Agreement, or any of its terms, in any way. All expenses shall be equally borne by both parties.

ARTICLE 13

NO STRIKE AND NO LOCKOUT

The Company agrees there will be no lockout of the employees and the Union agrees there will be no strikes for the duration of this agreement.

ARTICLE 14

LAY-OFF AND RECALL

Section 1. The employer agrees to notify the Union at the earliest date possible in the event of lay-offs or anticipated lay-offs. The employer further agrees that all lay-offs will be in reverse order of seniority by classification in each procurement contract and all recalls shall be in order of seniority by classification. The job classifications shall be Floor Maintenance Employee and Janitor. In the event of layoffs, Floor Maintenance employees with more seniority may bump Janitors within the same procurement contract with less seniority accrued.

Section 2. The employer shall maintain one company-wide recall list in order of seniority. The employee's job classification and date of layoff shall be noted on the recall list. All employees shall remain on the layoff list for up to six (6) months. When a job becomes vacant, the most senior person shall be contacted to fill the vacancy. The employer shall contact employees in all classifications if the vacancy is for a janitor position. The employer shall contact the most senior Floor Maintenance employee for vacancies in those classifications. If a Floor Maintenance employee is working out of classification, that person shall be contacted to fill a vacancy in those classifications before contacting the most senior person on the recall list. Employees who have been laid off cannot bump less senior bargaining unit employees employed under a different procurement contract.

Section 3. When a vacancy occurs, the employer shall use the following procedure; the employer will call the most senior person on the recall list. If the employer is able to contact that person by phone, the employee then has three working days from the date of the phone contact to make arrangements to return to work. If the employer is unable to contact the most senior person by phone, then a letter will be sent to the employee by Priority Mail recalling him to work. The employee has two (2) working days after receipt of the letter to contact the employer if he wants to return to work and three (3) working days after the phone call to the employer to report to work. All employees have a responsibility to inform the

employer of any change in address or telephone. The employer shall maintain a log book for all lay offs and recalls, noting the seniority date and the date(s) contacted for recall, what type of contact (phone/letter), the building/shift that was offered to the employee, the date the employee was actually recalled and the building/shift to which the employee was recalled.

Section 4. All employees laid off shall remain on the lay off list for up to six (6) months. However, if the employee fails to return to work after proper notice, that person will no longer be considered on the lay off list. An employee will have the right to refuse a position that is not within the same basic schedule of the position from which they were laid off.

ARTICLE 15 SHOP STEWARD AND UNION REPRESENTATIVES

Section 1. The employer agrees to recognize stewards as designated by the Union. There shall be one steward per shift who shall have super seniority for purposes of layoff and recall. Should the identity of a shop steward change, the Union shall promptly inform the employer in writing of the name of the newly designated steward. The stewards may assist in the investigation, presentation and settling of grievances. Stewards shall not be discriminated against in discharging duties assigned them by the Union and shall be given reasonable time to settle grievances.

Section 2. A duly authorized representative of the Union will be permitted to visit the premises of the employer at reasonable times for the purpose of transacting business for the Union and to insure compliance with this agreement. The representative shall first make his/her presence known to the manager or assistant manager. Meetings with employees shall be in the employer's office in the building on non-work time.

ARTICLE 16 UNION RIGHTS

Section 1. The Union shall have the right to confer with Union members and investigate working conditions.

Section 2. The employer shall provide space for Union literature in a place convenient for employee use.

Section 3. The Union shall have the right to inspect the employer's records necessary to enforce this agreement.

Section 4. The employee shall have the right to inspect his personnel file.

Section 5. An employee may request a leave of absence for serving the Union.

ARTICLE 17 UNPAID LEAVE OF ABSENCE

Section 1. The employee agrees to provide the following leaves of absence for all employees when requested. Such requests shall not be unreasonably denied. The employee shall return to their original or equivalent position without loss of seniority.

Medical/Compassionate leave: Up to six months.

Personal leave: Up to thirty (30) days for personal reason. The employee may request an extension of 30 days in cases of emergency and the employer may request documentation of the emergency.

Union leave: Up to one (1) year for service with the Union.

Military leave: As required by federal law.

Civic leave: For any employee who is required to report for jury service or to testify in any legal proceeding as a result of a subpoena, a copy of which shall be supplied to the employer upon request.

Section 2. An employee shall be entitled to take medical/compassionate leave under the circumstances provided for by the Federal Family and Medical Leave Act of 1993, or under applicable state or local laws. The employer shall make the payment of health insurance contributions only as required by the Family and Medical Leave Act of 1993 or other applicable state or local laws.

Medical/compassionate leave is unpaid leave. If an employee requests

~~medical/compassionate leave, the employer has the right to require the employee to substitute all of the employee's accrued vacation and sick leave for leave available under the Family and Medical Leave Act, or applicable state or local laws. In the District of Columbia, the employee will have the option of choosing to substitute any accrued vacation or sick leave. Where the employer designates leave taken by an employee as leave under the Family and Medical Leave Act, or other applicable state or local laws, the employer shall notify the employee of that designation at the time the employer determines that the leave qualifies as leave under the applicable act.~~

Vacation, sick leave, or other employment benefits shall not accrue during the time that an employee is on medical/ compassionate, personal, union or military leave, unless otherwise required by law.

ARTICLE 18 UNIFORMS

The employer agrees to provide each employee with two (2) uniforms free of charge and the employees will not be responsible for normal wear and tear.

ARTICLE 19 EQUIPMENT AND SUPPLIES

The employer agrees to provide, repair and maintain all equipment and supplies needed (including gloves, goggles, rain coats, boots...) to perform the tasks of the job in a safe and efficient manner.

ARTICLE 20 HEALTH AND SAFETY

Section 1. The employer agrees to provide a safe and healthful workplace for all employees and shall comply with all federal, state and local laws relating to health and safety. The employer will keep and make available MSDS sheets for all chemicals used.

Section 2. The employer shall provide an annual right to know training in English, Spanish and Vietnamese for every employee including, but not limited to training on infectious and hazardous waste, hazardous substances used or present in the workplace and proper safety procedures for all employees. The Union will assist

~~the employer in securing translation services.~~

Section 3. The employer shall maintain workers compensation coverage for all employees. The employer shall post the required notice of workers compensation in the languages understood by the employees in a prominent and visible location to employees containing the name of the insurance company, its address and phone number. In the event an employee is injured on the job, or suspects a job-related illness, the employee will inform the supervisor for that location, who then will report the injury or illness to the employer immediately and the employer will file the necessary reports to the insurance carrier within 24 hours.

ARTICLE 21 DISCRIMINATION

Section 1. The employer and the Union agree not to discriminate against any individual with respect to employment, hiring, compensation, promotion, training or work assignment, or any terms or conditions of employment on the basis of an individual's race, creed, color, national origin, age, sex, sexual orientation, religion, Union membership or Union activity. This article shall also apply to individuals with a qualified disability under the Americans with Disabilities Act.

Section 2. Nothing in this Agreement shall be construed or applied to deny to any employee the employment opportunities set forth above.

Section 3. Any disputes involving this Article shall be subject to the grievance procedure.

ARTICLE 22 MANAGEMENT RIGHTS

The management of the Company's affairs and the direction of its working force, including but not limited to the right to establish new jobs, abolish or change existing jobs, change materials, processes, products, equipment and operations, schedule and assign work, establish and enforce rules for employee conduct, hire and discharge for cause, transfer or layoff employees because of the lack of work, shall be vested exclusively in the Company, except as altered or abridged by this Agreement.

ARTICLE 23
SAVING CLAUSE

Should any court find any part of this Agreement to be invalid, it shall not invalidate the remaining provisions.

ARTICLE 24
CHANGE OF NAME, ADDRESS OR FORM OF ENTITY

This agreement is binding upon the employer and its present owner(s) and officer(s) whether or not he or they change the name, address or form of the business, and is further binding on any additional contract cleaning enterprises which he or they choose to operate either alone or with any other individual(s) within the Washington, D.C. metropolitan area.

ARTICLE 25
SUCCESSORSHIP

The employer will furnish the Union notice of termination of any of its cleaning contracts within twenty four (24) hours of the time the employer receives notice of such termination, and will promptly thereafter meet with the Union to negotiate the effects of such termination on bargaining unit employees.

ARTICLE 26
SUBCONTRACTING

There shall be no subcontracting of bargaining unit work being performed by the employer's employees beginning on the date the employees are covered by this agreement.

ARTICLE 27
LABOR-MANAGEMENT COMMITTEE

The Union and the employer both agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between representatives of the employees and management when requested by either party to discuss such issues as attendance and tardiness, shift lengths, safety and equipment, the method of assigning work and any other issues affecting relations between the employees and the employer. Such meetings shall be

~~exclusive of the grievance procedure and grievances shall not be considered at such meetings, nor shall negotiations for the purposes of altering the terms of this agreement be held at such meetings.~~

The committee shall be made up of no more than 3 representatives of management and 1 employee representative from each procurement contract. The committee shall meet for up to 2 hours on an as needed basis, but not less than once per contract year. The employee's representatives shall be released from their duties without loss of pay or leave time to attend the labor- management meetings.

The date, time and place of such meetings shall be mutually agreed upon by the parties. Either party may request a Labor Management Committee meeting. The parties agree to schedule a committee meeting within 10 days of the meeting request.

ARTICLE 28 VACANCIES, JOB POSTINGS & TRANSFERS

Section 1. When a regularly scheduled full time position or any other position which the employer intends to fill on a permanent transfer basis for more than five (5) days becomes available at any work location covered by this agreement, the employer will post a job announcement for that position for five (5) working days in all work locations covered by this agreement. The job announcement shall list the work location, hours, wage, qualifications for the job and any other requirements. If a qualified employee is interested in applying for that position, the employee shall complete and turn in a form supplied by the employer requesting consideration for that position. The employer shall review such requests for transfers and select the most senior qualified applicant for that position. If there are no qualified applicants for the position, the employer shall be free to hire from any source.

Section 2. The employer may transfer an employee or employees on a temporary basis for ten (10) days or less in the event of an emergency without posting the job. The employer may use temporary employees to temporarily replace employees who are out on sick leave, funeral leave, vacation, or other leaves of absence.

Section 3. When the employer takes over a new procurement contract, the employer agrees to notify the Union and if requested by the Union, to meet and discuss whether jobs needed to fill a new procurement contract can be offered

through the job posting procedure in this Article.

ARTICLE 29 IMMIGRATION

Section 1. The Employer agrees to work with all legal immigrants to provide the opportunity to gain either extensions, continuations or other status required by the Immigration and Naturalization Service without having to take a leave of absence. If a leave of absence is necessary, the Employer agrees to give permission for the employee to leave for a period of up to ninety (90) days and return the employee to work with no loss of seniority provided the Employer is still in the building. All of the above shall be in compliance with existing laws.

Section 2. A “no match” letter from the Social Security Administration (SSA) shall not itself constitute a basis for taking any adverse employment action against an employee or for requiring an employee to re-verify work authorization. Upon receipt of such a letter, the Employer shall notify the employee and provide the employee with a copy of the letter and inform the employee that he or she should contact SSA.

ARTICLE 30 PENSION FUND

The Employer agrees to make contributions into the SEIU National Industry Pension Fund

Effective 5/1/10, the Employer shall pay into the Fund the sum of \$0.35 per paid hour for every employee covered by this Agreement.

Effective 5/1/11, the Employer shall pay into the Fund the sum of \$0.50 per paid hour for every employee covered by this Agreement.

Effective 5/1/12, the Employer shall pay into the Fund the sum of \$0.65 per paid hour for every employee covered by this Agreement.

The Employer agrees to be bound by the SEIU NIPF collection policy and Trust Agreement.

ARTICLE 31
DURATION OF AGREEMENT

This Agreement will become effective May 1, 2010 through April 30, 2013
and may be extended upon agreement by both parties.

SEIU Local 32BJ

Kathy Howell

03-05-2010

Date

R&R Painting and Building Service Inc

Joe R. Rupp

03-08-2010

Date

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 32BJ, DISTRICT 82

AND

MOTIR SERVICES, INC

START: MAY 1, 2009
EXPIRATION: APRIL 30, 2012
LOCATION: REEVES CENTER
WASHINGTON DC

AGREEMENT

This Agreement, dated as of May 1, 2009 by and between Service Employees International Union, Local 32BJ, District 82 hereinafter called the "Union" and Motir Services Inc., hereinafter called the "Employer".

ARTICLE 1 RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agent for all its hourly paid janitorial and maintenance employees excluding supervisors, clerical or guards employed at the Reeves Center in Washington DC.

ARTICLE 2 WAGES

SECTION 1. The hourly wages for all employees covered by this Agreement shall be as listed below:

Job Classification	5/1/09	5/1/10	5/1/11
Janitor	\$12.64	\$13.21	\$13.81
Floor Maintenance Person	\$12.91	\$13.49	\$14.09

SECTION 2. Nothing in this Agreement shall be construed to allow for the reduction of any rate or benefit currently enjoyed by the employees at the time they are recognized under this Agreement.

SECTION 3. The Employer agrees to correct any payroll error within 5 days of the day the employee reports the error if the error is caused by the Employer. If the error is not caused by the Employer, the error will be investigated promptly and the correction will be made in the next payroll check after the conclusion of the investigation.

SECTION 4. All employees covered by this Agreement shall not be paid nor have any claim for compensation unless they have worked at the Reeves Center when that facility has been made unavailable to the contractor for whatever reason by the contracting authority.

ARTICLE 3 HOURS OF WORK

SECTION 1. All work performed in excess of forty (40) hours in any workweek by employees shall be considered overtime and shall be compensated for at the rate of time and one-half of the wage rate set forth in Article 2 for such job.

SECTION 2. There will be a six (6) minute grace period for employees to report at the start of a shift. Employees will not lose any pay for reporting after their shift starts but before the end of the six (6) minute grace period, and employees will not be disciplined for lateness for reporting before the end of the grace period. However, employees may be disciplined for lateness and lose pay if the employee reports more than twice per pay period after the end of the grace period to the extent consistent with applicable law.

SECTION 3. No employees shall work overtime without the express prior written approval of Employer. Employees shall request approval from the Employer before performing any work in excess of their scheduled hours. Any employee who works overtime without the express prior written approval of Employer will not be entitled to be paid for the time worked to the extent consistent with applicable law. If and when overtime and extra hours are available, the Employer shall advise the employees of the type of work needed to be performed. Overtime and extra hours shall be offered to all employees qualified to perform the work for which overtime or extra hours are needed on a rotating basis by seniority. If overtime and extra hours' requirements cannot be met on a voluntary basis, they shall be assigned in order of reverse seniority. If the Employer believes that an employee volunteering or assigned to perform the work is not qualified to do so, the Employer shall not be required to offer or assign the work to such employee. In such cases, the Employer shall notify the Union in writing of the location and date of the overtime or extra hours, the employee involved, and the reason why the employee was not qualified to perform the work. There shall be no pyramiding of overtime.

SECTION 4. Any employee called in to work on a regularly scheduled day off shall be guaranteed a minimum of four (4) hours pay.

ARTICLE 4 HEALTH AND WELFARE

SECTION 1. The employer agrees to provide all employees covered by this Agreement with Health and Welfare benefits to be paid directly to the employees as part of the regular payroll. The employer shall contribute the rates (per paid hour per employee to a maximum of 40 hours per week and 2080 per year) listed below. Part-time employees shall receive a proportionate amount of Health and Welfare payments:

Effective:	5/1/09	5/1/10	5/1/11
	\$3.71	\$3.82	\$3.93

ALL EMPLOYEES WILL RECEIVE THE HEALTH INSURANCE CONTRIBUTION PAID DIRECTLY TO THEM AS PART OF SALARY.

SECTION 2. In the event of the adoption of a national health care program during the term of this Agreement, either party may re-open the Agreement upon sixty (60) days' written notice and request renegotiation of the provisions of the Agreement directly affected by such action.

SECTION 4. In the event of the adoption of a national health care program during the term of this Agreement, either party may re-open the Agreement upon sixty (60) days' written notice and request renegotiation of the provisions of the Agreement directly affected by such action.

ARTICLE 5
PAID HOLIDAY

SECTION 1. The Employer shall grant to all employees the following holidays off with pay:

New Year's Day	Labor Day
Martin L. King's Birthday	Columbus Day
Inauguration Day	Veteran's Day
George Washington Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Full-time employees will receive a full-day of pay up to a maximum of eight (8) hours. Part-time employees, if regularly scheduled for a certain number of hours per day, shall receive those hours on a holiday. For example, a part time employee who works 4 hours per day shall be entitled to a 4 hours of holiday pay on a holiday. In the event there is a part-time employee who does not work regularly scheduled hours, such part-time employee shall receive a pro-rata amount of holiday pay based on the number of hours worked in the previous week.

The Employer agrees to grant all future holidays declared by the United States Congress or by Executive Order or Proclamation.

SECTION 2. An employee required to work on any one of the holidays listed above shall be paid at the rate of double time, except for weekend or holiday fill-in employees.

SECTION 3. When a legal holiday covered by this Agreement falls on an employee's day off from his/her regularly scheduled shift, it shall be compensated for a straight time hourly rate of pay or in lieu thereof, the employee shall receive a day off with pay within a period two weeks before or after such holiday.

SECTION 4. In order to be eligible for holiday pay, an employee must work on the workday before and after the holiday unless he/she is on excused absence.

ARTICLE 6
VACATIONS

SECTION 1. Upon completion of six (6) months of continuous service, all employees shall receive one (1) week of paid vacation. Upon completion of one (1) year of continuous service, all employees shall receive two (2) weeks of paid vacation. Upon

completion of three (3) years of continuous service, all employees shall receive three (3) weeks of paid vacation. Upon completion of five (5) years of continuous service, all employees shall receive four (4) weeks of paid vacation.

Full-time employees will receive a full-day of pay up to a maximum of eight (8) hours for a vacation day. Part-time employees, if regularly scheduled for a certain number of hours per day, shall receive those hours as vacation pay. For example, a part time employee who works 20 hours/week shall be entitled to a 20 hour week vacation after completion six months of continuous service. In the event there is a part-time employee who does not work regularly scheduled hours, such part-time employee shall receive a pro-rata amount of vacation pay based on the number of hours worked in the previous anniversary year.

SECTION 2. It is agreed that the employee's vacation shall be paid at the current rate of pay.

SECTION 3. When a holiday occurs during the employee's vacation, the employee shall be entitled to take an extra day of vacation or at the option of the Employer be paid for one.

SECTION 4. Vacation time may be carried over into subsequent years to a maximum of (5) weeks (i.e., no employee shall have more than five weeks of vacation on the Employer's books at any time). An employee's request for vacation leave shall not be unreasonably denied.

SECTION 5. The Employer agrees that all employees shall be paid for all accrued but unused vacation upon separation.

SECTION 6. The employee may use vacation leave in increments of less than one week for purposes of a personal emergency or extended sick leave. Vacation time can only be used for extended sick leave provided the employee has used up his/her accrued sick leave and provided he/she provides a doctors excuse when requested by the Employer.

SECTION 7. The Employer may limit the number of employees on vacation at any one time. If more than one employee requests to take vacation during the same period and letting all of the employees take vacation would disrupt or interfere with the conduct of the Employer's business, the most senior employees will be permitted to take that period as vacation. Other employees will be scheduled at the next mutually convenient time.

ARTICLE 7 LENGTH OF SERVICE

SECTION 1. The employee's length of service shall be computed from the date on which he/she is hired by the Employer or date of employment in the building, whichever is longer. Seniority within job classification shall be the sole factor in determining the

employees layoff and recall order. The job classifications shall be Janitor and Floor Maintenance Person. One Shop Steward per shift shall have super seniority for the purposes of layoff and recall.

SECTION 2. New employees shall be on probation until the completion of ninety (90) days of service from their date of hire. During this probationary period, such employees shall be considered as being on trial subject to immediate dismissal at any time at the sole discretion of the Employer. Discharge or discipline during the probationary period shall not be subject to the grievance procedure provided herein. Upon completion of the ninety-day probationary period, employees shall enjoy seniority status from their date of hire.

SECTION 3. Continuous length of service shall be broken if any of the following occur; (1) resignation; (2) discharge for cause; (3) period of layoff exceeding six (6) months; (4) failure to respond to a notice of recall within the timeline set forth in Article 14; or (5) a leave of absence of longer than 6 months.

ARTICLE 8 SICK LEAVE AND ASSLA LEAVE

SECTION 1. All employees covered by this Agreement shall be granted 12 paid sick days a year and will be eligible to use accrued leave after one month of employment. Each paid sick day will be equal to the number of hours worked every day by the employee. Employees may use up to seven (7) days of paid sick leave per calendar year for the purposes set forth in the D.C. Accrued Sick and Safe Leave Act of 2008 ("ASSLA") under the terms and conditions set forth therein.

SECTION 2. All employees must give two hours notice before the beginning of the shift in order to claim sick leave benefits. In all cases of illness of three (3) consecutive working days or more, a physician's certificate or other acceptable evidence of disability shall be submitted by an employee as a claim for sick leave benefits.

SECTION 3. Sick leave must either be used in a given year or it is lost, except that employees may carry over unused sick leave to the extent permitted under ASSLA.

ARTICLE 9 UNION SECURITY AND CHECK-OFF

SECTION 1. Employees covered by this Agreement shall be required as a condition of employment to become and remain members of the Union within thirty one (31) days after the effective date of this Agreement or within thirty one (31) days after their employment whichever is later. The requirement of membership under this section is satisfied with the payment of the financial obligation of the Union initiation fees and periodic dues uniformly imposed.

SECTION 2. The Employer shall notify the Shop Steward within forty-eight (48) hours of the name, address, and position of new or additional employees hired at the Reeves Center.

SECTION 3. The Employer shall check off initiation fees monthly dues, agency fees from the first paycheck of each month on the basis of individually signed voluntary authorization forms, pursuant to applicable law and remit to the Union by the end of the month in which they were deducted from the employee and shall deduct ADF contributions as authorized. The Union will send the Employer an invoice each month indicating the amount due for each employee. The Employer shall return a copy of this list or send a list to the Union of all employees for whom dues were deducted.

SECTION 4. The Employer agrees to provide all new employees with a Check-off Authorization Form as provided by the Union on the date of employment. A copy of the card shall be sent to the Union with the monthly Check-off.

SECTION 5. The Union agrees to hold the Employer harmless and indemnify the Employer against any and all claims, liability or fault arising out of the Employer's compliance with this Article.

ARTICLE 10 FUNERAL LEAVE

SECTION 1. All employees shall be granted a maximum of three (3) days of leave with pay in the event of the death of a spouse, father, mother, son, daughter, brother, sister, legal guardian, grandparents, grandchildren, step-parents and step-children and foster parents. The Employer may request proof of death or funeral certificate.

SECTION 2. If the funeral in the above referenced paragraph is over one hundred (100) miles from the metropolitan area of the District of Columbia, the employee will be permitted two (2) additional days off without pay. If the funeral is outside of the United States, the employee may apply for extended leave, without pay, of up to four weeks.

ARTICLE 11 DISCHARGE AND DISCIPLINE

SECTION 1. It is agreed that each party shall treat the other with mutual respect and dignity and that the Employer shall only discharge or discipline employees for just cause. The discipline shall be corrective and progressive in nature. Notwithstanding the foregoing, the parties agree that there are certain violations of misconduct for which immediate suspension or termination can be appropriate. Cause for immediate discharge or suspension shall include, but not be limited to, excessive absenteeism or tardiness; misrepresentation on an employee's application; possession of alcoholic beverages or drunkenness on the premises, or drinking of alcoholic beverages during lunch or break time; willful destruction of property; possession or use of narcotics; punching other employee's timecards or falsifying his/her own timecard or the timecards of another

employee; dishonesty; participating in or promoting an unauthorized work stoppage or a slowdown; physically assaulting (including punching or slapping) or threatening another individual; recklessness or gross neglect while on duty; insubordination; stealing or committing any other illegal acts; refusal to carry out a supervisor's instructions; misuse or abuse of the Employer's equipment; conviction of any crime involving moral turpitude; falsifying records or reports; unauthorized absence from assigned work area; gambling on the Employer's premises; or sleeping while on duty. Discipline must be given in writing within five (5) working days of the Employer's knowledge of the offense, and the Company and the Union shall cooperate in investigating the matter. Copies of all warning or disciplinary notices will be given to the employee and the Union within three (3) working days of the issuance.

SECTION 2. A Shop Steward shall be present at all disciplinary and/or investigatory meetings, which the employee reasonably believes might lead to discipline, if the employee requests such person to be present.

ARTICLE 12 GRIEVANCE AND ARBITRATION

Section 1: GRIEVANCE PROCEDURE:

A grievance is defined as any disagreement concerning the application or interpretation of the provisions of this Agreement. All grievances whether initiated by the Union or the Employer, shall be submitted in writing and must be submitted within five (5) working days from the day upon which the event creating the grievance arose. Once grievances have been properly initiated and provided for in this paragraph, they shall be processed as follows, except that Employer grievances shall commence at Step 2:

Step 1: The Shop Steward shall attempt to adjust the grievance with the employee's immediate supervisor. If Step 1 proves unsuccessful, the grievance shall, within five (5) working days, be referred to Step 2.

Step 2: A business agent or other authorized representative of the Union shall attempt to adjust the grievance with the Facilities Director or his/her designate within five (5) working days of referral from Step 1.

Step 3: If the grievance cannot be resolved at Step 2, it may be submitted by either party hereto to arbitration as provided for in this Article. As a condition of submitting a grievance to arbitration, notice of submission to arbitration must be served in writing by the party taking the matter to arbitration upon the other party within five (5) days after exhaustion of Step 2.

Section 2: ARBITRATION:

Selection of the Arbitrator

Within ten (10) working days of service of the notice to arbitrate, either of the parties shall request a list of arbitrators from the Federal Mediation and Conciliation

Service. The parties shall select from this list a single arbitrator by alternately striking names, with the Union striking first. In the alternative, the parties may mutually agree upon the selection of an arbitrator.

The decision of the arbitrator shall be final and binding upon the parties hereto. The expense of arbitration including the fee and expenses of the arbitrator shall be borne by the losing party. If one of the parties chooses to use a qualified stenograph reporter to record the testimony at the arbitration, that party shall bear the expense of the transcription regardless of who prevails at the arbitration.

Authority of the Arbitrator

The arbitrator shall have the authority to apply the provisions of this Agreement and to render a decision on any grievance properly coming before him or her, but the arbitrator shall not have the authority to amend or modify this Agreement or to establish any terms or conditions of this Agreement. The arbitrator shall determine any question of arbitrability. Further, the arbitrator shall have the authority to apply and interpret the provisions of this Agreement only insofar as may be necessary to the determination of such grievance.

ARTICLE 13 NO STRIKE AND NO LOCKOUT

Section 13.1: Union: The Union, its officers, agents, representatives, and members shall in no way, directly or indirectly, authorize, call, cause, assist, encourage, participate in, ratify, condone or sanction any strike, sympathy strike, sit down, slow down, picketing, boycott, cessation or stoppage of work, or other interference or interruption of work during the duration of this Agreement. The Employer shall have the right to discharge, for cause, with loss of all rights and benefits, suspend, or otherwise discipline any or all employees who incite, induce, encourage, or participate in any of the above-enumerated activities.

Section 13.2: Employer: During the term of this Agreement, the Employer agrees that neither it, nor its representatives, hereunder, individually or collectively, will cause, permit or take part in any lockout, of its employees, in or about the clients facilities or premises, covered by the Agreement, except for the refusal of the Union to carry out the award of an Arbitrator pursuant to this Agreement.

Section 13.3: Discipline: It is further agreed, that the Employer may take disciplinary action, including discharge, against those employees who take part in any of the actions prohibited in Section 13.1, and the "cause" for such a discharge shall be established by the participation in such prohibited actions.

ARTICLE 14
LAY-OFF AND RECALL

SECTION 1. The Employer agrees to notify the Union at the earliest date possible in the event of lay-offs or anticipated lay-offs. The Employer further agrees that all lay-offs at the Reeves Center will be in reverse order of seniority by classification and all recalls shall be in order of seniority by classification. The job classification shall be Floor Maintenance employee and Janitor.

SECTION 2. The Employer shall maintain a recall list in order of seniority. The employee's job classification and date of layoff shall be noted on the recall list. Laid off employees shall remain on the recall list for up to six (6) months if not returned to work sooner.

SECTION 3. When a job becomes vacant at the Reeves Center, the most senior person within classification on the recall list shall be contacted to fill the vacancy. A letter will be sent to the employee by some form of trackable mail service recalling them to work. The Employer will send a copy of such letter to the Union by facsimile or personal delivery the same day that it is sent out to the employee. The employee has two working days after receipt of the letter to contact the Facilities Director to state whether or not he or she wishes to return to work. All employees have a responsibility to inform the Facilities Director of any change in address or telephone. The Employer shall maintain a log book for all lay offs and recalls, noting the name of the employee, the shift from which he/she was laid off, the seniority date, and the date the building/shift that was offered to the employee, the date the employee was actually recalled and the shift to which the employee was recalled.

SECTION 4. If the employee fails to return to work after proper notice, that person will be removed from the recall list. An employee will have the right to refuse a position that is not on the same shift that they worked at the time they were laid off without being removed from the recall list. If the employee contacted fails respond to the recall notice with the deadline for doing so or refuses the position, the Employer will contact the next most senior person on the recall list. If the recall list is exhausted and the vacancy has not been filled, the Employer may hire the person of its choice to fill the vacancy.

ARTICLE 15
SHOP STEWARD AND UNION REPRESENTATIVES

SECTION 1. The Employer agrees to recognize stewards as designated by the Union. There shall be one Shop Steward per shift who shall have super seniority for purposes of layoff and recall. Should the identity of a shop steward change, the Union shall promptly inform the Employer in writing of the name of the newly designated Shop Steward. The Shop Stewards may assist in the investigation, presentation and settling of grievances. Shop Stewards shall not be discriminated against in discharging duties assigned them by the Union and may attend Step 1 grievance meetings..

SECTION 2. A duly authorized representative of the Union will be permitted to visit the Reeves Center at reasonable times and with reasonable advance notice for the purpose of transacting business for the Union and to insure compliance with this agreement. The Union agrees to schedule such visits in a manner that does not interfere with the Employer's operations.

ARTICLE 16 UNION RIGHTS

SECTION 1. The Union shall have the right to confer with Union members and investigate working conditions during off-duty periods.

SECTION 2. The Union agrees to have its discussions with employees during off-duty periods. The Employer shall make the janitor's office on the B-2 level of the Reeves Center available for meeting upon reasonable advance notice to allow the Union to conduct on-site meetings. The Union agrees to schedule such meetings in a manner that does not interfere with the Employer's operations. The Employer shall also provide an area in the janitor's office in which the Union may post notices. Any materials shall not contain anything constituting a direct personal attack on the Company.

SECTION 3. The Union shall have the right to inspect the Employer's records relating to the Reeves Center that are necessary to enforce this agreement at reasonable times and upon advance notice.

SECTION 4. An employee may request an unpaid leave of absence for serving the Union, which shall not be unreasonably denied.

ARTICLE 17 UNPAID LEAVE OF ABSENCE

The Employer agrees to comply with all federal and state laws. The parties agree that this Article shall not be subject to Section 2 of Article 12 except by mutual written agreement of the parties which shall not be unreasonably withheld.

ARTICLE 18 UNIFORMS

The Employer agrees to provide each employee with at least two (2) uniforms free of charge and employees will not be responsible for normal wear and tear.

ARTICLE 19
EQUIPMENT AND SUPPLIES

The Employer agrees to provide, repair and maintain all equipment and supplies needed to perform the tasks of the job in a safe and efficient manner.

ARTICLE 20
HEALTH AND SAFETY

SECTION 1. The Employer agrees to provide a safe and healthful workplace for all employees and shall comply with all federal, state and local laws relating to health and safety. The Employer will keep and make available MSDS sheets for all chemicals used.

SECTION 2. The Employer shall provide an annual right to know training in English and/or Spanish, for every employee including, but not limited to training on infectious and hazardous waste, hazardous substances used or present in the workplace and proper safety procedures for all employees. The Union will assist the Employer in securing translation services.

SECTION 3. The Employer shall maintain workers compensation coverage for all employees. The Employer shall post the required notice of workers compensation in the languages understood by the employees in a prominent and visible location to employees containing the name of the insurance company, its address and phone number. In the event an employee is injured on the job, or suspects a job-related illness, the employee will inform the supervisor for that location, who then will report the injury or illness to the Employer immediately and the Employer will file the necessary reports to the insurance carrier within 24 hours.

ARTICLE 21
DISCRIMINATION

SECTION 1. The Employer and the Union agree not to discriminate against any individual with respect to employment, hiring, compensation, promotion, training or work assignment, or any terms or conditions of employment on the basis of an individual's race, creed, color, national origin, age, sex, sexual orientation, religion, Union membership or Union activity. This article shall also apply to individuals with a qualified disability under the Americans with Disabilities Act.

SECTION 2. Nothing in this Agreement shall be construed or applied to deny to any employee the employment opportunities set forth above.

SECTION 3. Any disputes involving this Article shall be subject to the grievance procedure. The parties agree that this Article shall not be subject to Section 2 of Article 12 except by mutual written agreement of the parties which shall not be unreasonably withheld.

ARTICLE 22
MANAGEMENT RIGHTS

The management of the business of the Employer and the direction of its personnel, including, but not limited to, the right to hire, evaluate, transfer, promote, schedule, layoff, discipline or discharge employees, to assign work and overtime, to administer training, to maintain discipline, order and efficiency on the property, to establish, determine, maintain and enforce standards of production, to make and enforce shop rules and to introduce new methods, materials, equipment or facilities, or change or eliminate existing methods, materials, equipment, or facilities, are rights vested exclusively in the Employer. Furthermore, it is understood that the Employer's rights of management are limited only insofar as they are expressly limited by the language of this Agreement.

ARTICLE 23
SAVING CLAUSE

Should any court find any part of this Agreement to be invalid, it shall not invalidate remaining provisions.

ARTICLE 24
CHANGE OF NAME, ADDRESS OR FORM OF ENTITY

This agreement is binding upon the Employer regardless of whether the Employer changes its name, address or form of business.

ARTICLE 25
SUCCESSORSHIP

The Employer will furnish the Union notice of termination of its cleaning contract for the Reeves Center within 24 hours of the time the Employer receives notice of such termination, and will promptly thereafter meet with the Union to negotiate the effects of such termination on bargaining unit employees.

ARTICLE 26
SUBCONTRACTING

There shall be no subcontracting of bargaining unit work being performed by the Employer's employees beginning on the date the employees are covered by this agreement.

ARTICLE 27
LABOR-MANAGEMENT COMMITTEE

The Union and the Employer both agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between representatives of the employees and management when requested by either party to

discuss such issues as attendance and tardiness, shift lengths, safety and equipment, the method of assigning work and any other issues affecting relations between the employees and the Employer. Such meetings shall be exclusive of the grievance procedure and grievances shall not be considered at such meetings, nor shall negotiations for the purposes of altering the terms of this agreement be held at such meetings.

A committee may be formed that shall be made up of no more than three representatives of management and no more than three employee representatives. In the event such a committee is formed, it shall meet for up to 2 hours on an as needed basis, but not less than once per contract year. The employees representative shall be released from their duties without loss of pay or leave time to attend the labor-management meetings.

The date, time and place of such meetings shall be mutually agreed upon by the parties. Either party may request a Labor Management Committee meeting. Should a meeting request be made, the parties agree to schedule a committee meeting within 10 days of the meeting request. The committee shall not meet more than four (4) times per year except by mutual agreement of the parties.

ARTICLE 28 VACANCIES, JOB POSTINGS & TRANSFERS

SECTION 1. When a regularly scheduled full time position or any other position, which the Employer intends to fill, becomes available at the Reeves Center, the Employer will post a job announcement for that position for five (5) working days at the Reeves Center. The job announcement shall list the hours, wage, qualifications for the job and any other requirements. While the vacancy is posted, the Employer can fill the position temporarily with the person of its choice. If a qualified employee is interested in applying for that position, the employee shall complete and turn in a form supplied by the Employer requesting consideration for that position. The Employer shall select the most senior qualified applicant for that position. If there are no qualified applicants from the bargaining unit for the position, the Employer shall be free to hire the person of its choice from any source.

SECTION 2. The Employer may transfer an employee or employees on a temporary basis for ten (10) days or less without posting the job. For example, the Employer may use temporary employees to temporarily replace employees who are out on sick leave, funeral leave, vacation, or other leaves of absence.

ARTICLE 29 DURATION OF AGREEMENT

This Agreement will become effective May 1, 2009, through April 30, 2012 and may be extended upon agreement by both parties. Notwithstanding the foregoing, in the event the federal government increases the wage rate the Health & Welfare rate in the wage determination that is applicable to bargaining unit members a rate higher than that called

for in the Agreement, the parties agree to reopen Articles 2 & 4 of this Agreement for the sole purpose of negotiating wages of the employees covered by this Agreement. All other articles and provisions of the Agreement will remain in full force and effect during such reopener negotiations.

ARTICLE 30
COMPLETE AGREEMENT:

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all the agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subjects or matters referred to or covered by this Agreement or with respect to any subjects or matters not referred to or covered by this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.


SEIU Local 32BJ, District 82

4-22-09
Date


Motir Services, Inc.

4/21/09
Date

COLLECTIVE BARGAINING AGREEMENT

Between

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 32BJ

and

R & R PAINTING AND BUILDING SERVICE, INC.

START: May 1, 2010

EXPIRATION: June 30, 2013

LOCATION: John A. Wilson Building
1350 Pennsylvania Avenue NW
Washington DC

AGREEMENT

This Agreement, dated as of May 1, 2010, is by and between Service Employees International Union, Local 32BJ, hereinafter called the "Union" and R & R Painting and Building Service, Inc. hereinafter called the "Employer".

ARTICLE 1 RECOGNITION

The employer recognizes the Union as the exclusive bargaining agent for all its hourly paid janitorial and maintenance employees excluding supervisors, clerical and security guards employed at the locations listed in the attached appendices.

ARTICLE 2 WAGES

Section 1. The hourly wages for all employees covered by this Agreement shall be at the rates listed below:

Classification	Effective <u>7-1-10</u>	Effective <u>7-1-11</u>	Effective <u>7-1-12</u>
Janitor	\$13.50	\$14.35	\$15.00
Floor Maintenance	\$14.00	\$14.85	\$15.50

Section 2. Nothing in this Agreement shall be construed to allow for the reduction of any rate or benefit currently enjoyed by the employees at the time they are recognized under this Agreement.

Section 3. The employer agrees to correct any payroll error within 3 days of the day the employee reports the error if the error is the fault of the employer. If the error is not the fault of the employer, the error will be investigated promptly and the correction will be made in the next payroll check after the conclusion of the investigation.

Section 4. All employees covered by this Agreement shall not be paid nor have any claim for compensation unless they have worked at the facility in question when that facility has been made unavailable to the contractor for whatever reason by the contracting authority. If the contractor is compensated, all employees will be compensated as well.

ARTICLE 3 HOURS OF WORK

Section 1. All work performed in excess of forty (40) hours in any workweek by employees shall be considered overtime and shall be compensated for at the rate of time and one-half of the prevailing rate of pay for such job.

Section 2. The regular workweek shall be Monday through Friday. The regular part-time shifts shall consist of 4 or 5 hours. The regular full-time shifts shall consist of 8 hours. All employees working a full-time shift shall receive 1 hour unpaid break in the middle of their shift.

There will be a six (6) minute grace period for employees to report at the start of a shift. Employees will not lose any pay for reporting after their shift start but before the end of the six (6) minute grace period, and employees will not be disciplined for lateness for reporting before the end of the grace period. However, employees may be disciplined for lateness and lose pay if the employee reports after the employee's scheduled start time more than twice per pay period or after the end of the grace period. Employees shall request approval from the employer before performing any work in excess of their daily shift.

Section 3. When overtime and extra hours are available, the employer shall advise the employees of the type of work needed to be performed. Overtime and extra hours shall be offered to all employees qualified to perform the work for which overtime or extra hours are needed on a rotating basis by seniority. If overtime and extra hours' requirements cannot be met on a voluntary basis, they shall be assigned in order of reverse seniority. If the employer believes that an employee volunteering or assigned to perform the work is not qualified to do so, the employer shall not be required to offer or assign the work to such employee. In such cases, the employer shall notify the Union in writing of the location and date of the overtime or extra hours, the employee involved, and the reason why the employee was not qualified to perform the work. Employees must obtain prior approval from the employer before performing any work in excess of forty (40) hours in a work week.

Section 4. Any employee called in to work on a regularly scheduled day off shall be guaranteed a minimum of four (4) hours pay.

ARTICLE 4
HEALTH AND WELFARE

The employer agrees to make payments (per paid hour) into the Employers health insurance (FCE Benefits), for all employees covered by this agreement. The hourly contributions for all employees will be paid according to the current Department of Labor Wage Determination under the Service Contract Act (SCA).

ARTICLE 5
PAID HOLIDAYS

Section 1. The employer shall grant to all employees the following holidays and all future holidays declared as legal by the United States Congress or by Executive Proclamation or Executive Order off with pay:

New Year's Day	Labor Day
Martin L. King's Birthday	Columbus Day
Inauguration Day	Veteran's Day
George Washington Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Emancipation Day

If Martin Luther King's Birthday and Inauguration Day fall on the same day, employees will only be entitled to one paid holiday for the day on which both holiday fall.

Section 2. An employee required to work on any one of the holidays listed above shall be paid at the rate of double time, except for weekend or holiday fill-in employees.

Section 3. When a legal holiday covered by this Agreement falls on an employee's day off from his/her regularly schedule shift, same shall be compensated for at straight time hourly rate of pay or in lieu thereof, the employee shall receive a day off with pay within a period two weeks before or after such holiday.

Section 4. In order to be eligible for holiday pay, an employee must work all his/her scheduled hours on the workday before and after the holiday unless he/she is on excused absence and/or paid status.

Section 5. The Employer shall pay for all days that the building is closed by the President or the U.S. Congress or by an act of God, the basic hourly rate of pay for all Employees, if the Employer receives payment.

ARTICLE 6 VACATIONS

Section 1. All employees with one (1) year or more of continuous service are entitled to one (1) week of vacation with pay. All employees with two (2) or more years of continuous service are entitled to two (2) weeks of vacation with pay. All employees with five (5) years or more of continuous service are entitled to three (3) weeks of vacation with pay. All employees with ten (10) years or more of continuous service are entitled to four (4) weeks of vacation with pay. All employees with fifteen (15) years or more of continuous service are entitled to five (5) weeks of vacation with pay.

Section 2. It is agreed that the employee's vacation shall be paid at the current rate of pay. Vacation pay is to be given to the employee on the pay day preceding the week that the vacation begins.

Section 3. When a holiday occurs during the employee's vacation, the employee shall be entitled to an extra day vacation or at the option of the employer, an extra day's wage.

Section 4. The employer agrees that all employees shall be paid for all unused vacation time accrued on their anniversary date.

Section 5. The employer agrees that all employees shall be paid for all unused vacation upon separation.

Section 6. The employee may use vacation leave in increments of less than one week for purposes of a personal emergency or extended sick leave. Vacation time can only be used for extended sick leave provided the employee has used up his/her accrued sick leave and provided he/she provides a doctor's excuse when requested by the employer. The employee's request for vacation leave shall not be unreasonably denied.

Section 7. If more employees desire a particular vacation period than the

employer can afford or approve without disruptions or interference with the conduct of the employer's business, the most senior employees will be permitted to take that period as vacation. Other employees will be scheduled at the next mutually convenient time.

Section 8. The employer agrees to re-open this Article for negotiations regarding a Vacation Fund when the Union provides proposals.

ARTICLE 7 LENGTH OF SERVICE

Section 1. The employee's length of service shall be computed from the date on which he/she is hired by the employer or date of employment in the building, whichever is longer. Seniority within job classification shall be the sole factor in determining the employees layoff and recall order. The job classifications shall be Floor Maintenance Person and Janitor. One shop steward per shift shall have super seniority for the purposes of layoff and recall.

Section 2. New employees shall be on probation until the completion of 30 days of service from their date of hire. During this probationary period, such employees shall be considered as being on trial subject to immediate dismissal at any time at the sole discretion of the employer. Discharge during the probationary period shall not be subject to the grievance procedure provided herein. Upon completion of the 30 day probationary period, employees shall enjoy seniority status from their date of hire.

ARTICLE 8 SICK LEAVE

Section 1. Effective July 1, 2010 all employees shall be eligible for twelve (12) paid sick days per year. Employees will be eligible to use accrued sick leave after thirty (30) days of employment.

Employees can accrue a maximum of 12 sick days.

Section 2. All employees must give two (2) hours notice before the beginning of the shift in order to claim sick leave benefits. In all cases of illness of three (3) consecutive working days or more, a physician's certificate or other acceptable evidence of disability shall be submitted by an employee as a claim for sick leave benefits, if requested by the employer.

ARTICLE 9
UNION SECURITY AND CHECK-OFF

Section 1. All employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of employment to remain members by the timely payment of all dues and initiation fees to the Union.

Employees covered by this Agreement who are not members of the Union shall be required as a condition of employment to become members of the Union within thirty (30) days after the effective date of this Agreement or within (30) days after their employment and remain members by their timely payment of all dues and initiation fees to the Union. The failure to become or remain a member by the payment of all dues and initiation fees as required herein, upon written notice to the employer from the Union to such effect, shall obligate the employer to discharge such person. However, each employee will be given a period of fifteen (15) days from the date of said written notice to pay and fully discharge his/her indebtedness to the Union. Failure to do so will result in the employee's termination by the Employer.

Section 2. The employer shall notify the Shop Steward within forty-eight (48) hours of the name, address, and occupation of new or additional employees hired outside de Union. In considering persons for employment, promotion or work assignment, no consideration shall be given as to race, creed, sex, age, Union status or national origin.

Section 3. The employer shall check-off initiation fees, monthly fees and ADF contributions from the first paycheck of each month on the basis of individually signed voluntary authorization forms and remit to the Secretary-Treasurer of the Union by the end of the month in which they were deducted from the employee. The Union will send the employer an alphabetical check-off list each month indicating the amount due for each employee. The employer shall return a copy of this list or send a list to the Union of all employees for whom dues were deducted.

Section 4. The Employer agrees to provide all new employees with a Check-Off Authorization Form as provided by the Union on the date of employment and request that the employee sign the card. A copy of the card shall be sent to the Union with the monthly Check-off.

Section 5. The Union agrees to hold the employer harmless and indemnified against any and all claims, liability or fault arising out of the employer's compliance with this Article.

ARTICLE 10 FUNERAL LEAVE

Section 1. Effective July 1, 2010, all employees shall be granted three (3) days paid leave for the death of a spouse, father, mother, son, daughter, brother, sister, uncle, aunt, grandparents, grandchildren, stepparents, stepchildren or guardian. The employer may request proof of death or funeral certificate.

Section 2. If the funeral in the above referenced paragraph is over one hundred (100) miles from the metropolitan area of the District of Columbia, the employee will be permitted two (2) additional days off without pay. If the funeral is outside of the United States, the employee may apply for extended leave, without pay, of up to four weeks.

ARTICLE 11 DISCHARGE AND DISCIPLINE

Section 1. It is agreed that each party shall treat the other with mutual respect and dignity and that the employer shall only discharge or discipline employees for just cause. The discipline shall be corrective and progressive in nature. Discipline must be given in writing within two (2) working days of the employer's knowledge of the offense. Copies of all warning or disciplinary notices will be given to the Shop Steward within three (3) days. Warning notices or other disciplinary action will be removed from the employees' files within a one-(1) year period.

Section 2. The Shop Steward or designated co-worker shall be present at all disciplinary and/or investigatory meetings which the employee reasonably believes might lead to discipline. In the investigatory meetings, the employee must request the steward to be present.

ARTICLE 12
GRIEVANCE PROCEDURE

It is agreed that any dispute arising out of this Agreement between an employee and the employer or the Union and the employer shall be resolved using the procedure set out below.

Step 1. The employee and the immediate supervisor shall attempt to resolve any differences at the time they arise. In the event they are unable to resolve the issue, the employee shall request a meeting with the supervisor and the shop steward to attempt to resolve the issue. If they are unable to resolve the issue, the grievance shall be reduced to writing and submitted to the employer within five (5) days.

Step 2. The General Manager, the Union Representative and the employee shall meet within five (5) days to attempt to resolve the issue. If they are unable to resolve the issue, the grievance will be moved to Step 3.

Step 3. Within five (5) days after the meeting in Step 2, the Union Representative and the employee shall meet with the Company President in the case of a discharge of an employee. For all other grievances, the Union Representative and the Company President shall select one day each month at a mutually convenient time to meet with employees regarding such grievances. All unresolved grievances will proceed to Step 4.

Step 4. If the grievance is not resolved at Step 3, within ten (10) days after the meeting in Step 3, it may be submitted at the request of either party to arbitration by an Arbitrator designated by the Federal Mediation and Conciliation Service (FMCS), whose decision shall be final, provided that the Arbitrator shall not have the power to alter this Agreement, or any of its terms, in any way. All expenses shall be equally borne by both parties.

ARTICLE 13
NO STRIKE AND NO LOCKOUT

The Company agrees there will be no lockout of the employees and the Union agrees there will be no strikes for the duration of this agreement.

ARTICLE 14
LAY-OFF AND RECALL

Section 1. The employer agrees to notify the Union at the earliest date possible in the event of lay-offs or anticipated lay-offs. The employer further agrees that all lay-offs will be in reverse order of seniority by classification in each procurement contract and all recalls shall be in order of seniority by classification. The job classifications shall be Floor Maintenance Employee and Janitor. In the event of layoffs, Floor Maintenance employees with more seniority may bump Janitors within the same procurement contract with less seniority accrued.

Section 2. The employer shall maintain one company-wide recall list in order of seniority. The employee's job classification and date of layoff shall be noted on the recall list. All employees shall remain on the layoff list for up to six (6) months. When a job becomes vacant, the most senior person shall be contacted to fill the vacancy. The employer shall contact employees in all classifications if the vacancy is for a janitor position. The employer shall contact the most senior Floor Maintenance employee for vacancies in those classifications. If a Floor Maintenance employee is working out of classification, that person shall be contacted to fill a vacancy in those classifications before contacting the most senior person on the recall list. Employees who have been laid off cannot bump less senior bargaining unit employees employed under a different procurement contract.

Section 3. When a vacancy occurs, the employer shall use the following procedure; the employer will call the most senior person on the recall list. If the employer is able to contact that person by phone, the employee then has three working days from the date of the phone contact to make arrangements to return to work. If the employer is unable to contact the most senior person by phone, then a letter will be sent to the employee by Priority Mail recalling him to work. The employee has two (2) working days after receipt of the letter to contact the employer if he wants to return to work and three (3) working days after the phone call to the employer to report to work. All employees have a responsibility to inform the employer of any change in address or telephone. The employer shall maintain a log book for all lay offs and recalls, noting the seniority date and the date(s) contacted for recall, what type of contact (phone/letter), the building/shift that was offered to the employee, the date the employee was actually recalled and the building/shift to which the employee was recalled.

Section 4. All employees laid off shall remain on the lay off list for up to six (6) months. However, if the employee fails to return to work after proper notice, that person will no longer be considered on the lay off list. An employee will have the right to refuse a position that is not within the same basic schedule of the position from which they were laid off.

ARTICLE 15
SHOP STEWARD AND UNION REPRESENTATIVES

Section 1. The employer agrees to recognize stewards as designated by the Union. There shall be one steward per shift who shall have super seniority for purposes of layoff and recall. Should the identity of a shop steward change, the Union shall promptly inform the employer in writing of the name of the newly designated steward. The stewards may assist in the investigation, presentation and settling of grievances. Stewards shall not be discriminated against in discharging duties assigned them by the Union and shall be given reasonable time to settle grievances.

Section 2. A duly authorized representative of the Union will be permitted to visit the premises of the employer at reasonable times for the purpose of transacting business for the Union and to insure compliance with this agreement. The representative shall first make his/her presence known to the manager or assistant manager. Meetings with employees shall be in the employer's office in the building on non-work time.

ARTICLE 16
UNION RIGHTS

Section 1. The Union shall have the right to confer with Union members and investigate working conditions.

Section 2. The employer shall provide space for Union literature in a place convenient for employee use.

Section 3. The Union shall have the right to inspect the employer's records necessary to enforce this agreement.

Section 4. The employee shall have the right to inspect his personnel file.

Section 5. An employee may request a leave of absence for serving the Union.

ARTICLE 17
UNPAID LEAVE OF ABSENCE

Section 1. The employee agrees to provide the following leaves of absence for all employees when requested. Such requests shall not be unreasonably denied. The employee shall return to their original or equivalent position without loss of seniority.

Medical/Compassionate leave: Up to six months.

Personal leave: Up to thirty (30) days for personal reason. The employee may request an extension of 30 days in cases of emergency and the employer may request documentation of the emergency.

Union leave (unpaid): Up to six months for service with the Union.

Military leave: As required by federal law.

Civic leave: For any employee who is required to report for jury service or to testify in any legal proceeding as a result of a subpoena, a copy of which shall be supplied to the employer upon request.

Section 2. An employee shall be entitled to take medical/compassionate leave under the circumstances provided for by the Federal Family and Medical Leave Act of 1993, or under applicable state or local laws. The employer shall make the payment of health insurance contributions only as required by the Family and Medical Leave Act of 1993 or other applicable state or local laws.

Medical/compassionate leave is unpaid leave. If an employee requests medical/compassionate leave, the employer has the right to require the employee to substitute all of the employee's accrued vacation and sick leave for leave available under the Family and Medical Leave Act, or applicable state or local laws. In the District of Columbia, the employee will have the option of choosing to substitute any accrued vacation or sick leave. Where the employer designates leave taken by

an employee as leave under the Family and Medical Leave Act, or other applicable state or local laws, the employer shall notify the employee of that designation at the time the employer determines that the leave qualifies as leave under the applicable act.

Vacation, sick leave, or other employment benefits shall not accrue during the time that an employee is on medical/ compassionate, personal, union or military leave, unless otherwise required by law.

ARTICLE 18 UNIFORMS

The employer agrees to provide each employee with two (2) uniforms free of charge and the employees will not be responsible for normal wear and tear.

ARTICLE 19 EQUIPMENT AND SUPPLIES

The employer agrees to provide, repair and maintain all equipment and supplies needed (including gloves, goggles, rain coats, boots...) to perform the tasks of the job in a safe and efficient manner.

ARTICLE 20 HEALTH AND SAFETY

Section 1. The employer agrees to provide a safe and healthful workplace for all employees and shall comply with all federal, state and local laws relating to health and safety. The employer will keep and make available MSDS sheets for all chemicals used.

Section 2. The employer shall provide an annual right to know training in English, Spanish and Vietnamese for every employee including, but not limited to training on infectious and hazardous waste, hazardous substances used or present in the workplace and proper safety procedures for all employees. The Union will assist the employer in securing translation services.

Section 3. The employer shall maintain workers compensation coverage for all employees. The employer shall post the required notice of workers compensation in the languages understood by the employees in a prominent and

visible location to employees containing the name of the insurance company, its address and phone number. In the event an employee is injured on the job, or suspects a job-related illness, the employee will inform the supervisor for that location, who then will report the injury or illness to the employer immediately and the employer will file the necessary reports to the insurance carrier within 24 hours.

ARTICLE 21 DISCRIMINATION

Section 1. The employer and the Union agree not to discriminate against any individual with respect to employment, hiring, compensation, promotion, training or work assignment, or any terms or conditions of employment on the basis of an individual's race, creed, color, national origin, age, sex, sexual orientation, religion, Union membership or Union activity. This article shall also apply to individuals with a qualified disability under the Americans with Disabilities Act.

Section 2. Nothing in this Agreement shall be construed or applied to deny to any employee the employment opportunities set forth above.

Section 3. Any disputes involving this Article shall be subject to the grievance procedure.

ARTICLE 22 MANAGEMENT RIGHTS

The management of the Company's affairs and the direction of its working force, including but not limited to the right to establish new jobs, abolish or change existing jobs, change materials, processes, products, equipment and operations, schedule and assign work, establish and enforce rules for employee conduct, hire and discharge for cause, transfer or layoff employees because of the lack of work, shall be vested exclusively in the Company, except as altered or abridged by this Agreement.

ARTICLE 23 SAVING CLAUSE

Should any court find any part of this Agreement to be invalid, it shall not invalidate the remaining provisions.

ARTICLE 24
CHANGE OF NAME, ADDRESS OR FORM OF ENTITY

This agreement is binding upon the employer and its present owner(s) and officer(s) whether or not he or they change the name, address or form of the business, and is further binding on any additional contract cleaning enterprises which he or they choose to operate either alone or with any other individual(s) within the Washington, D.C. metropolitan area.

ARTICLE 25
SUCCESSORSHIP

The employer will furnish the Union notice of termination of any of its cleaning contracts within twenty four (24) hours of the time the employer receives notice of such termination, and will promptly thereafter meet with the Union to negotiate the effects of such termination on bargaining unit employees.

ARTICLE 26
SUBCONTRACTING

There shall be no subcontracting of bargaining unit work being performed by the employer's employees beginning on the date the employees are covered by this agreement.

ARTICLE 27
LABOR-MANAGEMENT COMMITTEE

The Union and the employer both agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between representatives of the employees and management when requested by either party to discuss such issues as attendance and tardiness, shift lengths, safety and equipment, the method of assigning work and any other issues affecting relations between the employees and the employer. Such meetings shall be exclusive of the grievance procedure and grievances shall not be considered at such meetings, nor shall negotiations for the purposes of altering the terms of this agreement be held at such meetings.

The committee shall be made up of no more than 3 representatives of management and 1 employee representative from each procurement contract. The committee shall meet for up to 2 hours on an as needed basis, but not less than once per contract year. The employee's representatives shall be released from their duties without loss of pay or leave time to attend the labor- management meetings.

The date, time and place of such meetings shall be mutually agreed upon by the parties. Either party may request a Labor Management Committee meeting. The parties agree to schedule a committee meeting within 10 days of the meeting request.

ARTICLE 28 VACANCIES, JOB POSTINGS & TRANSFERS

Section 1. When a regularly scheduled full time position or any other position which the employer intends to fill on a permanent transfer basis for more than five (5) days becomes available at any work location covered by this agreement, the employer will post a job announcement for that position for five (5) working days in all work locations covered by this agreement. The job announcement shall list the work location, hours, wage, qualifications for the job and any other requirements. If a qualified employee is interested in applying for that position, the employee shall complete and turn in a form supplied by the employer requesting consideration for that position. The employer shall review such requests for transfers and select the most senior qualified applicant for that position. If there are no qualified applicants for the position, the employer shall be free to hire from any source.

Section 2. The employer may transfer an employee or employees on a temporary basis for ten (10) days or less in the event of an emergency without posting the job. The employer may use temporary employees to temporarily replace employees who are out on sick leave, funeral leave, vacation, or other leaves of absence.

Section 3. When the employer takes over a new procurement contract, the employer agrees to notify the Union and if requested by the Union, to meet and discuss whether jobs needed to fill a new procurement contract can be offered through the job posting procedure in this Article.

ARTICLE 29
IMMIGRATION

Section 1. The Employer agrees to work with all legal immigrants to provide the opportunity to gain either extensions, continuations or other status required by the Immigration and Naturalization Service without having to take a leave of absence. If a leave of absence is necessary, the Employer agrees to give permission for the employee to leave for a period of up to ninety (90) days and return the employee to work with no loss of seniority provided the Employer is still in the building. All of the above shall be in compliance with existing laws.

Section 2. A “no match” letter from the Social Security Administration (SSA) shall not itself constitute a basis for taking any adverse employment action against an employee or for requiring an employee to re-verify work authorization. Upon receipt of such a letter, the Employer shall notify the employee and provide the employee with a copy of the letter and inform the employee that he or she should contact SSA.

ARTICLE 30
PENSION FUND

SECTION 1: COVERAGE. The Employer agrees to make periodic contributions on behalf of all employees covered by the Collective Bargaining Agreement to the Service Employees International Union National Industry Pension Fund (Pension Fund) in the amounts specified in section 3 below. The contributions follow the “Preferred Schedule.”

SECTION 2. TERM. The Employer agrees to remain a participating employer in the Pension Fund throughout the term of the Collective Bargaining Agreement, including any extensions thereof.

SECTION 3. CONTRIBUTIONS. Commencing on July 1, 2010, the Employer agrees to pay thirty two cents \$.32 per paid hour and an additional ten (10) percent in supplemental contributions. Commencing on July 1, 2011, the Employer agrees pay forty two cents \$.42 per paid hour and an additional eighteen and one half (18.5) percent in supplemental contributions. Commencing on July 1, 2012, the Employer agrees pay fifty one \$.51 per paid hour and an additional twenty-seven and seventh tenths (27.7) percent in supplemental contributions.

Employees hired after the effective date of this Agreement shall be covered from their date of hire. Contributions required by this provision shall be paid to the Fund on or before the fifteenth (15th) day of the month following the period for which contributions are due or on or before such other date as the Trustees may hereafter determine. Contributions shall be transmitted together with a remittance report containing such information, in such manner, and on such form as may be required by the Fund or their designee.

SECTION 4. TRUST AGREEMENT: The Employer hereby agrees to be bound by the provision of the Agreement and Declaration of Trust establishing the Fund, as it may from time to time be amended, and all resolution and rules adopted by the Trustees pursuant to the powers delegated to them by that agreement, including collective policies, receipt of which is hereby acknowledged. The Employer hereby designates the Employer members of the Fund's Board of Trustees, or their duly selected successor(s), as its representative on the Board.

SECTION 5. AUDITS. The Employer agrees to permit auditors authorized by the Fund to inspect and review any of its records necessary to ensure compliance with this Agreement and to forward such records or true copies thereof to the Fund's auditors upon request.

SECTION 6. DELINQUENCIES. The Employer agrees and affirms that, should it default or become delinquent in any of its obligations to the Fund set forth in this Article, it shall be liable for such damages, penalties and costs as may be provided by the Fund's Trust Agreement, resolution(s) and collection policy(ies) of the Fund's Trustees including, but not limited to, a late payment penalty, interest, liquidated damages, and all costs of collection including reasonable attorney's fees and accounting fees.

SECTION 7. COOPERATION: The Employer and the Union agree to cooperate with the Trustees of the Fund in distributing Plan booklets, literature, and other documents supplied by the Fund Administrator and providing such census and other data as may be required by the Fund's Administrator or Trustees to enable them to comply with the applicable provisions of the Employee Retirement Income Security Act.

SECTION 8. APPROVAL BY TRUSTEES: The undersigned parties acknowledge that the provisions of this Article and the participation of the employees covered by it are subject to approval by the Trustees of the Fund and

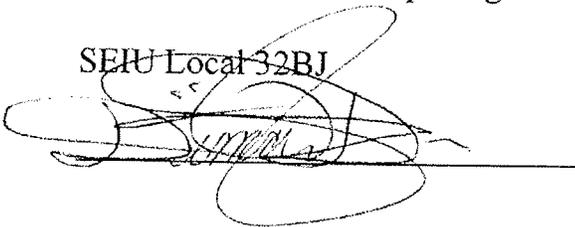
that the Trustees reserve the right to terminate at their sole and unreviewable discretion, the participation of the employees covered by this Agreement and to establish the level(s) of benefits to be provided. Termination may be directed by the Trustees for reasons including, but not limited to, failure of the Employer to timely pay contributions and expiration of a Collective Bargaining Agreement. The parties further acknowledge that the Trustees acceptance for participation in the Fund of the eligible employees covered by the Collective Bargaining Agreement is limited only to the categories of employment covered by the Collective Bargaining Agreement at the time application for acceptance occurs and the admission of other categories of employment to participate in the Fund will require specific acceptance by the Trustees.

SECTION 9. MISCELLANEOUS: In the event of any inconsistency between this Article and the remainder of this Collective Bargaining Agreement the terms of this Article shall prevail.

ARTICLE 31
DURATION OF AGREEMENT

This Agreement will become effective May 1, 2010 through June 30, 2013 and may be extended upon agreement by both parties.

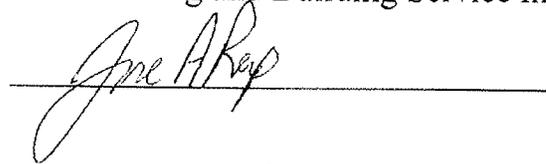
SEIU Local 32BJ



5-1-2010

Date

R&R Painting and Building Service Inc



5-1-2010

Date

AGREEMENT

Between

US FACILITIES, INC.

And

**THE INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 99-99A, AFL-CIO**

For

Unified Communications Center
Washington, D.C.

Term of Agreement –August 1, 2007 to July 31, 2011

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AGREEMENT

THIS AGREEMENT is made by and between Local 99-99A, International Union of Operating Engineers, affiliated with the Greater Washington Central Labor Council, AFL-CIO, party of the first part (hereinafter referred to as the "Union"), and US Facilities, Inc., party of the second part (hereinafter referred to as the "Employer" or "Company"). That for the purpose of mutual understanding, and in order that a harmonious relationship may exist between the Employer and the employees in the Unit herein defined, and to the end that continuous and efficient service may be rendered by both parties for the mutual benefit of both, it is hereby agreed that:

ARTICLE I

UNION REPRESENTATION AND MEMBERSHIP

Section 1.1. Union Representation: The Employer recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment for its full-time and regular part-time employees as identified in "Exhibit A" of this Agreement.

Section 1.2. Employees: All employees in positions under the classifications as set forth in Exhibit "A" attached hereto and as further referred to in Section 1.5. of this Agreement.

Section 1.3. Membership: In accordance with the Labor-Management Relations Act of 1947 as amended, the Employer and the Union have entered into a union security agreement requiring employees to pay uniform, periodic union dues and initiation fees. All employees covered by this Agreement shall within thirty (30) days from and after the effective date of this Agreement and as hereinafter set forth, or within thirty (30) days after their employment, pay periodic union dues and initiation fees if applicable. The first ninety (90) days of employment shall be a probationary period during which an employee may be discharged with or without cause. This paragraph shall not be deemed effective or applicable to the Commonwealth of Virginia nor any other jurisdiction where its application would be contrary to law.

Section 1.4. Good Standing: Subject to the provisions of the Act, the Employer shall, on, but not before, the tenth (10th) working day from receipt of written notice from the Union, discharge any employee who is not in good standing in the Union as defined in the Act and as required by the preceding paragraph.

Section 1.5. Jurisdiction: The jurisdiction of the Union shall extend over and include the operation, maintenance and repair of:

- a. All boilers, their accessories and appurtenances.
- b. All fired or unfired pressure vessels and vacuum systems.
- c. All refrigeration and air conditioning machines and their associated equipment including maintenance and repair of cold storage spaces.

- d. All plumbing and piping including water, gas, heating, steam, and sanitation systems.
- e. All emergency power equipment
- f. All machinery and equipment used in the production and for health and comfort of the Employer's business and personnel.
- g. Any and all equipment covered under the terms of the employer's contract with the Government. Employees will continue to do such work not listed above that has been performed in the past.
- h. In addition, it is expressly agreed that the jurisdiction of the Union shall include any and all on-site monitoring, operation, or control of the Energy Management Systems. The Company, at its discretion, may use other union or non-union personnel to perform repairs, upgrades, data modification and services as may be required to meet the Government mission.

Any equipment under the Employer's care that is covered by a warranty or guarantee by the manufacturer or supplier may be repaired, maintained, or adjusted in any manner seen fit by the Employer by the representatives of such Companies during the term of the warranty or guarantee. However, nothing in this section shall prevent the covered employees from assisting in the equipment's maintenance and/or repair if so required.

The Union, in the exercise of its rights, agrees to keep the equipment covered herein in a clean and orderly condition.

The jurisdiction of the union covers the above to the extent the union work force is employed to operate, maintain, monitor and control the above listed systems.

Section 1.6. Duties/Classifications: The scope of duties of the classifications in this Agreement shall be as follows:

- a. Chief Engineer - To be responsible for the supervision of the bargaining unit workforce and other personnel and all equipment assigned at the specific work location. To perform such duties as may be assigned to him by the Project Manager. The Chief Engineer shall hold jurisdictional licenses as required by the government contract for the site assigned to.
- b. Building Engineer - To be responsible to the immediate supervisor only, for the safe and efficient operation and maintenance of all equipment as defined in Section 1.6 of this Article I. Shall hold jurisdictional licenses as required by the Government contract.

- c. General Maintenance Worker – To perform general maintenance and repairs of equipment and buildings requiring practical skill and knowledge (but not proficiency) in such trades as painting, carpentry, plumbing, masonry and electrical work
- d. Maintenance Trades Helper – Assists all trades in their daily functions and performs tasks that require mainly physical abilities and effort involving little or no specialized skill or prior work experience.
- e. Apprentice Engineer – To perform all assigned training duties under the immediate supervision of the Chief Engineer. In the performance of these duties, the Employer agrees to conform to the Standards, as printed, of the Local 99 – 99A, I.U.O.E. Joint Apprenticeship Committee. The Apprentice Engineer shall at no time be permitted to stand an Engineer's watch nor to be assigned to a fixed routine which might interfere with his/her training program.

Section 1.7. Union Access: The Business Manager and/or Business Representative of the Union shall be permitted access to the facilities where employees covered by this Agreement may be working for the purpose of conducting official Union Business. In the exercise of this provision, the Union agrees to first notify the Employer twenty-four (24) hours in advance of its intent and time to enter said premises. The Union acknowledges that access is contingent upon client's approval. The Union will provide the Employer with a list of the current Business Manager and Business Representatives.

Section 1.8. New Hires: In determining the qualifications of new employees, the Employer may require the applicant to be mentally and physically capable and competent to protect the best interest of the Employer. The first ninety (90) days of employment shall be a probationary period during which an employee may be discharged with or without cause.

Section 1.9. Seniority List: The Employer agrees to provide to the union a seniority list on a semi-annual basis to include the name, job classification, and the date of hire of all employees. The Employer further agrees to provide a list of all newly hired employees with their classification and date of hire each month to the Union with their date of hire

Section 1.10. Shop Stewards: The Employer agrees to recognize a duly appointed Shop Steward. The Shop Steward shall be restricted to the conduct of Union business during lunch and break times. However, this shall not be the case for the presentation of issues and/or grievances to the Company Representative at the worksite. The Employer will pay the Steward when meeting with the Employer during normal working hours to properly handle grievances. Each steward shall be the last laid off from within his or her wage classification as identified on Exhibit A.

ARTICLE II

WAGES, HOURS AND OVERTIME

Section 2.1. Wage Schedule: The wages shall be as shown in Exhibit "A" attached hereto and made a part of this Agreement. All wages are to be paid bi-weekly (twenty-six pay periods per year).

Section 2.2. Workweek and Overtime:

- a. Workday Definition: A standard workday shall consist of eight (8) consecutive hours, on five (5) consecutive days, inclusive of a one-half (1/2) hour unpaid lunch period.
- b. Overtime: Any work exceeding eight (8) consecutive hours, in any one (1) day or forty (40) hours in any one (1) week (but not both) shall constitute overtime and shall be paid for at one and one-half (1½) times the basic rate. Work performed on the second scheduled day "off day" of the workweek shall be paid for at double or two (2) times the basic rate. All paid time off is included in the calculation for overtime. Furthermore, all hours worked outside the posted work schedule shall be paid at the appropriate overtime rate.

Section 2.3. Call Back: In the event that an employee is called back to work in an emergency or for any other reason (other than negligence on his/her part) after completing his/her regular work day and leaving the premises, he/she shall receive not less than four (4) hours pay for same, calculated at one and one-half (1½) times the basic rate.

Section 2.4. Days Off: Each employee shall have two (2) regularly assigned days off in each forty (40) hour week and these days shall be consecutive. Should an employee be assigned to work on either of his/her assigned days off (referred to as sixth and seventh day), or both, he/she shall be paid at the appropriate overtime rate. He/she shall not be assigned off on any of his/her regular working days in order to avoid the payment of overtime.

Section 2.5. Work Schedule Posting: The Chief Engineer shall post a work schedule in the Control Room of the Central Plant, and/or in a conspicuous area for all affected employees. The work schedule will be posted seven- (7) calendar days in advance.

Section 2.6. No Reduction: No employee shall suffer a reduction in salary, adverse change in working conditions or the loss of any benefit now enjoyed by him/her as a result of this Agreement, but this shall not be held to apply to the result of any rearrangement or reorganization of personnel, and it is agreed that this section is limited to the understanding that an employee now enjoying a benefit greater than one expressly provided in this Agreement shall continue to receive the benefit so enjoyed and not be reduced to such lesser benefit provided herein.

Section 2.7. Working Out Of Classification: Work performed in a higher rated job classification by an employee in this collective bargaining Agreement shall be paid for at the higher rate when the Employer expressly reassigns such employee to work in a higher rated classification. Such reassignment to a higher rate shall only be valid if written approval of management is received. For the purpose of overtime and for callbacks, the employee will be paid at the higher classification when the overtime or call back is for the purpose of performing work of the higher classification. It is understood that in cases of emergencies or where there are shortages of manpower, the employer may temporarily assign bargaining unit personnel to other classifications. In such cases, there shall be no loss of pay.

Section 2.8. Special Shifts: In the event that the Employer decides to change to or from a ten (10) hour day, it shall meet with and negotiate the reasons with the Union. The following conditions shall apply to any member working the four-day, ten-hour workweek.

This waiver of the overtime requirement, which compensates for hours worked in excess of eight (8) hours in a day at time and one-half (1 1/2), shall apply only to those shifts in the Departments that operate on the basis of four (4) days per week, ten (10) hours per day. In the event an employee works more than ten (10) hours per day on a 4 day/10 hour shift, he/she shall receive pay at time and one-half (1) for all hours over ten (10).

It is also understood that this waiver only applies to those shifts of ten (10) hours per day and workweeks of four (4) days. It expressly does not apply to shifts of eight (8) hours per day and workweeks of five (5) days. All other provisions of the Collective Bargaining Agreement, which pertain to overtime, remain intact. All covered employees scheduled to work the four-day, ten-hour, workweek shall have three days off each workweek and at least two of these days shall be consecutive.

With regards to vacation and sick leave provisions of the Collective Bargaining Agreement, employees who work the ten- (10) hour shift shall receive the same amount of hours of entitlements as those employees who work a regular eight- (8) hour shift.

For the purpose of funeral leave, employees, who work the ten (10) hour shift, shall be entitled to five (5) days or three (3) days at ten (10) hours per day, whichever is appropriate.

For the purpose of Jury duty, employees who work the ten (10) hour shift, shall be entitled to ten hours per day of missed work, not to exceed the limit of hours pursuant to Section 4.7.

An employee, who is scheduled to work on a day on which a holiday occurs, shall receive that day off with pay. Therefore, during a work week which includes a holiday, an employee on a four (4) day work week [ten (10) hours per day] shall work three (3) days, have one (1) day off, and be paid for forty (40) hours. It is understood that any employee, required to work on a holiday that is not a scheduled work day, shall be paid at the two (2) times the straight time rate for ten (10) hours of the scheduled shift in addition to ten (10) hours holiday pay, and at time and one-half (1 1/2) thereafter. Work performed on a holiday that is a scheduled workday shall be paid pursuant to Section 3.5.

Section 2.9. Site Closure by the Government: If during normal work hours the Government closes the site, and the Contracting Officer advises the Employer that they are released from staffing requirements, then those employees will be paid their normal rate for that period. Essential staff that must remain on site will be paid at time and one half (1½) their normal rate of pay.

ARTICLE III

VACATIONS, HOLIDAYS & SICK LEAVE

Section 3.1. Vacation Eligibility: Each employee covered under the terms of this Agreement is entitled to vacation based on her/his length of service. The length of service includes the whole span of continuous service from the date of employment (anniversary date) with the Employer, wherever employed, and with predecessor contractors in the performance of similar work at the site.

Section 3.2. Vacation Use: Vacations shall normally be taken during the twelve- (12) month period following the anniversary date of employment

Section 3.3. Vacation Accrual: Vacation will accrue to the employee pro-rata over the year.

Length of Service	Vacation Allotment	Accrual Rate
6 months-5 years	10 days	0.83/days per month
6-10 years	15 days	1.25/days per month
11 years and beyond	20 days	1.67/days per month

Although new employees will begin accruing vacation time with their first paycheck, they will not be permitted to use vacation time until they have worked at the facility or with the Company (whichever is longer) for a period of six (6) months. Advance vacation time will be considered on a case-by-case basis by the Project Manager for unusual circumstances.

Should a recognized holiday occur during an employee's vacation, he/she shall receive a day's pay for same. During such week(s) all work performed in excess of thirty-two (32) hours shall be paid for at one and one-half (1½) times the basic rate. When an employee is separated from the company for any reason, he/she shall be paid for any unused accrued vacation.

Section 3.4. Holidays: The following holidays shall be recognized and employees shall receive a day's pay for same:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Labor Day
Emancipation Day	

In weeks during which a holiday occurs on a scheduled workday and an employee is assigned off duty, he/she shall receive a day's pay for same. During such week(s) all work performed in excess of thirty-two (32) hours shall be paid for at one and one-half (1½) times the basic rate.

Any employee required to work on a holiday that is not a scheduled day off shall be paid one and one-half (1½) times the basic rate plus holiday pay. No employee shall be assigned to work less than eight (8) hours on a holiday. Employees on "Call Back" shall be entitled to no less than four (4) hours pay at the appropriate rate.

Any employee required to work on a holiday that is a scheduled day off shall be paid two (2) times the basic rate plus holiday pay. No employee shall be assigned to work less than eight (8) hours on a holiday.

If a holiday falls on an employee's regularly scheduled day off and he/she is not required to work, he/she shall receive a day's pay for same.

When a holiday falls on a Saturday or Sunday, it shall be observed on the day designated as the holiday by the Government. It is understood and agreed that in no event shall sub-sections of this section be combined or pyramided.

In order to be eligible for holiday pay, the employee must *be in pay status with the Employer* his/her last scheduled day before the holiday and the first (1st) scheduled day after the holiday, unless otherwise reasonably excused by the Employer. Any disagreement regarding the above shall be subject to the grievance procedure. Employees on leave of absence, disability, or workers' compensation shall not be eligible for holiday pay unless the holiday occurred within seven (7) days of the commencement of the absence.

Section 3.5. Sick Leave: Each employee covered under the terms of this Agreement shall accrue forty (40) hours paid sick leave annually at the rate of 1.538 hours per pay period. Effective August 1, 2008, Employees shall accrue sixty (60) hours paid sick leave annually at the rate of 2.037 hours per pay period. Effective August 1, 2009, Employees shall accrue eighty (80) hours paid sick leave annually at the rate of 3.077 hours per pay period. Employees shall be paid for all unused, accrued sick leave in excess of eighty (80) hours, to be paid the first pay period of each renewal year of this Agreement. Upon separation from the employer for any reason, except just cause (including termination of the contract with the government), the employee shall be paid for accrued, but unused sick leave up to forty hours.

ARTICLE IV

MISCELLANEOUS

Section 4.1. Orders and Instructions: All orders and instructions for engine room, mechanical repairs, and operations and maintenance work shall be issued through the Chief Engineer or his assigned Lead. All hiring and discharges will be made in accordance with Employer policy and pursuant to the current Collective Bargaining Agreement.

Section 4.2. Jurisdiction: Notwithstanding any other provision contained in this Agreement, it is expressly agreed that this Agreement covers only those employees authorized and qualified to operate and maintain the equipment and perform renovation work as set forth in Section 1.5 of this Agreement and that the term "maintenance man" does not and is not intended to include custodial and janitorial employees such as charmen, charwoman, janitors, porters, elevator operators, and similar employees.

Section 4.3. No Conflict: The Employer shall not enter into any agreement with any employee covered by this Agreement, the terms of which conflict with the terms of this Agreement.

Section 4.4. JAC Contributions: The Employer agrees to contribute the following sums per quarter, per employee covered herein to the Apprenticeship Fund of the International Union of Operating Engineers and Participating Employers.

August 1, 2007	August 1, 2008	August 1, 2009	August 1, 2010
\$45.00	\$45.00	\$50.00	\$50.00

Section 4.5. Funeral Leave: It is recognized by the Company and the Union that five (5) consecutive days may be needed by an employee to attend the funeral service for a spouse, child, or parent of an employee. In the case of a death occurring of a brother, brother-in-law, sister, sister-in-law, legal guardian, grandparent, grandchild, or parent-in-law, the employee may need three (3) consecutive days. If any or all of the three (3) or five (5) intervening days were scheduled working days, they shall be considered as an excused absence for which payment will be made. Employees shall not receive pay under this provision for scheduled days off.

Section 4.6. Union Dues: The Employer will deduct from the pay of the employee Union dues, upon receiving a signed individual dues deduction authorization card in the form agreed to between the Employer and the duly designated officer of the Union.

Section 4.7. Jury Duty: Employees actually serving on juries shall receive the difference between their straight-time weekly basic pay and the amount received while on jury duty. They will be expected to work their regularly posted schedule on days when the jury is not in session. Jury duty pay shall be limited to ten (10) days annually.

Section 4.8. Military Service: Any employee covered by the terms of this Agreement who enters the military service of the United States of America, or is called to active service from the reserves, shall be considered on leave of absence without pay and shall retain his/her seniority during such service and be returned to his/her former or comparable position upon the honorable discharge from such service, so long as the Employer has retained the Contract *and classification* on which he/she was originally hired and/or contract he/she was currently working on at the time of taking leave of absence.

Section 4.9. Tools: The Employee shall provide their own basic, rudimentary hand tools related to their particular craft. The Employer agrees to furnish all other necessary tools and equipment for the safe and efficient performance of the employees' duties.

Section 4.10. Uniforms: The Employer agrees to furnish the employees with an adequate number of uniforms and outdoor wear to be worn during working hours while on duty. The employer shall provide an allowance of one hundred dollars (\$100.00) toward the purchase of work shoes each year on the anniversary date of the Agreement.

Section 4.11. Successor: This Agreement embodies the entire Agreement between the Employer and the Union, and shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto. No provision shall be construed in any manner so as to restrict the Employer from the complete operation and management of its business and plants or in the direction of the working forces. The Employer in the exercise of its rights, however, shall observe the provisions of this Agreement. The successor shall be required to assume any and all accrued seniority, which the employee may have accumulated during his/her employment with the previous Employer.

Section 4.12. Compliance with Federal and State Law: In the event any article, section or provision of this Agreement is held improper or invalid by any civil authority, agency or court, such article, section or provision shall not invalidate other portions of this Agreement, and if any part of this Agreement is in conflict with or not in compliance with the Labor-Management Relations Act, 1947, any amendments or additions thereto, such parts of this Agreement shall automatically be deleted from this Agreement.

Section 4.13. Strikes and Lockout Prohibited: The Union agrees that there shall be no strike, work stoppage, work slow down or interruption during the term of this Agreement. The Employer agrees not to engage in any lockout during the term of this Agreement.

Section 4.14. Training/Education: The Employer will reimburse full-time Employees for trade related education expenses provided classes are approved by the employer and completed by the employee with a passing grade or furnish a class completion certificate. If an employee fails to pass a class or achieve a completion certificate, the company may deduct the amount of cost prepaid to the employee from their paycheck at a rate not to exceed twenty-five percent (25%) of the total cost each pay period. Management encourages the employee to seek trade related courses through the Union apprenticeship program, Local 99 Advance Training courses, Community College courses, and trade courses as offered by local Adult Education Centers.

Section 4.15. Part-Time Employees: It is recognized and agreed that the Employer may hire employees to work less than thirty-two (32) hours in a scheduled workweek. Part-time employees may not be used to reduce the hours worked by the Full-time employees below forty (40) hours in a workweek or eight (80) hours in a pay period.

Part-time employees shall not be used to work recognized holidays that fall in the regular workweek (Monday through Friday) unless each full-time employee in the specific classification at that worksite has been offered to work and declined to do so, part-time employees may be used to cover shifts or fill in for full-time employees who are absent from work.

Should a full-time vacancy become available, part-time employees shall be considered for the position, nothing in this Agreement shall constitute a guarantee of a certain schedule or a minimum or a maximum of hours.

Part-time Employees are entitled to the following benefits:

- (a) In lieu of health and welfare benefits, each part-time employee shall be paid two dollars and eighty seven cents (\$2.87) per hour worked above the wage rate shown in "Exhibit A" of the current Agreement.
- (b) Part-time employees shall have pension contributions made on their behalf to the Central Pension Fund for all hours worked as set forth in "Exhibit A" of the current Agreement (not to exceed forty hours per week).
- (c) Part-time employees that work on a holiday shall be paid holiday pay.
- (d) All other benefits (i.e., sick leave, vacation, jury duty, and funeral leave) shall be paid on a "pro-rata" basis.

ARTICLE V

HEALTH, WELFARE & PENSION BENEFITS

Section 5.1. Health & Welfare: The Employer agrees to make monthly contributions, as listed below, for all employees and their dependents covered herein to the Health and Welfare Trust Fund of the International Union of Operating Engineers, Local 99-99A or to any successor Health and Welfare fund into which local 99 is integrated, the amount required to participate in the Fund.

Coverage	08/01/2007	01/01/2008	01/01/2009	01/01/2010	01/01/2011
Family	\$868.00	\$942.00	\$971.28	\$1034.41	\$1101.65
Individual	\$393.00	\$426.00	\$453.68	\$483.18	\$514.59

In the event that the Employer's contribution is less than the required contribution rate, as determined from time to time by the Trustees of the I.U.O.E. Local 99-99A, Health and Welfare Plan, the Employer shall have the right to, and will, deduct from the wages of each employee an amount equal to the difference between the Employer contribution and the Plan cost, as determined by the Plan Trustees.

The contribution by the Employer, together with the amount withheld from the employees' pay, if any, shall be paid to the Plan Administrator no later than the twentieth (20th) of the month following the month in which the deductions were made.

In the event that there is a decrease in the premium of the Health and Welfare Plan during the term of this Agreement, the Employer agrees to contribute the difference in savings to the Central Pension Fund.

Section 5.2. Pension: The Employer agrees to contribute the following amounts per hour for all hours paid for all employees covered herein to the Central Pension Fund of the International Union of Operating Engineers and Participating Employers (hereinafter called the "Central Pension Fund").

08/01/2007	08/01/2008	08/01/2009	08/01/2010
\$1.00	\$1.10	\$1.20	\$1.30

ARTICLE VI

GRIEVANCE AND ARBITRATION

Section 6.1. Grievances: In the event any grievance or dispute arises as to the interpretation, application, or any claimed violation of this Agreement, the Union and the Company shall meet in an effort to reach an amicable settlement. Specifically, the matter shall be pursued as follows:

Section 6.2. Processing of Grievances: All grievances shall be presented as soon as practical after the occurrence upon which the same is based, but in no event later than five (5) working days if the same is a dismissal grievance, or later than fifteen (15) calendar days from the date of the issue being grieved.

Step 1: Between the Employee's direct Supervisor and the Shop Steward. The first step meeting shall be held within seventy-two (72) hours from the date the grievance is filed with the Company unless another date is set by mutual agreement. The Company shall provide the *Business Representative* a written reply to the grievance within five (5) working days after the meeting with the Shop Steward. If this reply is unsatisfactory, the Business Representative may appeal the decision to Step 2, provided such appeal is made within ten (10) working days after the receipt of the Company's reply.

Step 2: A meeting in Step 2 between the Company Representative or his designee and the Business Representative or a designated representative of the Union shall be held within ten (10) working days after receipt by the Company of Notice of Appeal, unless another date is jointly agreed to by the Company and the Union. The Company Representative shall make a reply to the Union in writing no later than ten (10) working days after meeting with the Business Representative.

Section 6.3. Arbitration: In the event that the matter remains unresolved after the second step, either party may, within a reasonable time and upon written notice to the other party, refer the matter to binding arbitration. The parties shall choose an arbitrator from a panel to be proposed by the American Arbitration Association. The arbitration shall proceed in accordance with the Rules of Labor Arbitration of the American Arbitration Association.

The Union agrees not to engage in any strike, slow-down, or interruption of work while the grievance resolution process continues. There shall be no strike, work stoppage, or interruption in protest of any decision of the arbitrator.

The Company agrees not to engage in any lockout during the term of this Agreement.

The parties agree that the decision or award of such Arbitrator shall be final and binding on each of the parties and that they will abide thereby. The Arbitrator shall have no authority to add to, subtract from, or to change any of the terms of the Agreement, to change an existing salary rate or to establish a new salary rate.

If it is determined under the grievance procedure, including Arbitration, that any adjustment in salaries is appropriate, such adjustment shall be based upon existing salary rates and shall be applied retroactively to the date of occurrence.

Each party shall bear its expenses in preparing and presenting its own case. The cost of the Arbitrator's services and any other expenses incidental to the Arbitration, shall be borne equally by the parties.

ARTICLE VII

LAYOFF AND RECALL

Seniority is defined as the length of service includes the whole span of continuous service from the date of employment (anniversary date) with the Employer, wherever employed, and with predecessor contractors in the performance of similar work at the site. Seniority shall be used for the purpose of benefits provided for in this Agreement.

In the event it becomes necessary to lay off employees for lack of work the least senior employee within the classification within that trade shall be laid off first. This employee may bump to a lower classification provided he/she has the seniority and qualifications.

In recalling employees after layoff, the Employer agrees to offer re-employment to the extent that additional help is needed to employees in the reverse order in which such employees were laid off again within their classification provided, however, that the period of layoff does not exceed ninety calendar days from the date of unpaid leave status.

An employee, who accepts recall after layoff, will be credited with seniority held at time of such layoff.

ARTICLE VIII

NEW HIRES, PROMOTION, SELECTION, AND JOB POSTING

It is the intent of this Article to establish a procedure to consider and offer employment to the most qualified applicant in situations where a permanent vacancy, other than a temporary vacancy, occurs within the bargaining unit.

When a permanent vacancy occurs within one of the positions contained in the bargaining unit, a bulletin shall be posted in the headquarters of each unit for a period of fourteen (14) calendar

days during which time eligible employees will have an opportunity to submit written bids for the vacancy.

An applicant who does not bid for a job, for reasons including absence from work during the posting period, shall lose all rights to the job; however, shop stewards may bid for job vacancies for employees on vacation, absent due to illness, or other justifiable reasons subject to his/her availability for that position if that employee so desires.

New hires, promotions or transfers will be based on the applicant's qualifications for that particular job. The Employer agrees to give each applicant consideration. In consideration of each applicant, the Employer will rate each applicant on a factor basis to determine his/her level of qualifications for the particular vacancy.

In the event that two (2) or more applicants are measured to having the same necessary qualifications, then seniority within the family will be the determining factor.

End of Article VIII

ARTICLE IX

TERM OF AGREEMENT

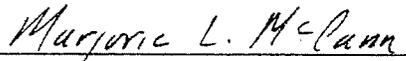
This Agreement shall be in full force and effect from the 1st day of August 2007 to and including the **thirty first (31st) day of July 2011** and shall renew from year to year unless not less than sixty (60) days prior to an anniversary date of this agreement written notice to the contrary be given.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

US Facilities Inc.
for
Unified Communications Center
Washington, DC

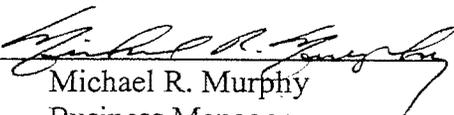


Signature



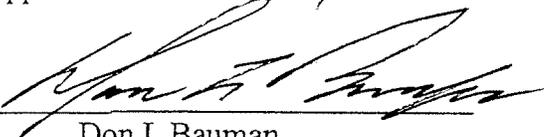
Print Name

INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 99-99A, AFL-CIO

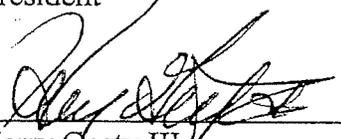


Michael R. Murphy
Business Manager

Approved: 7-10-2007



Don L. Bauman
President



Harry Geety III
Recording/Corresponding Secretary

Exhibit "A"

The Wages for the following Classifications shall not be less than the amounts listed below:

Classification	Existing Wage	08/01/2007	08/01/2008	08/01/2009	08/01/2010
Chief Engineer	\$27.75	\$28.86	\$30.01	\$31.21	\$32.46
Building Engineer	\$24.00	\$24.96	\$25.96	\$27.00	\$28.08
General Maintenance Worker	\$22.57	\$23.47	\$24.41	\$25.39	\$26.41
Maintenance Trades Helper	\$15.00	\$15.60	\$16.22	\$16.87	\$17.54

The wages of the Apprentice Engineer shall be based on the Engineer's wage scale and shall be as follows:

- 50% for the first six months of apprenticeship
- 55% for the second six months of apprenticeship
- 60% for the third six months of apprenticeship
- 65% for the fourth six months of apprenticeship
- 70% for the fifth six months of apprenticeship
- 75% for the sixth six months of apprenticeship
- 80% for the seventh six months of apprenticeship
- 85% for the eighth six months of apprenticeship

The Apprenticeship shall be for a period of not more than four (4) years.



INTERNATIONAL UNION OF OPERATING ENGINEERS

Local 99, 99-A, 99-C, 99-O

AFFILIATED WITH THE AFL-CIO

2461 Wisconsin Avenue, N.W., Washington, D.C. 20007-1862

(202) 337-0099 Fax (202) 625-7982

Michael R. Murphy
Business Manager

Don L. Bauman, Jr.
President

R. Wayne Callaway
Vice President

Warren L. Watt
Treasurer

Harry Geety, III
Recording Corresponding Secretary

Marc A. Olmsted
Financial Secretary

**Addendum to the Agreement
between
US Facilities, Inc.
and
Local 99, International Union of
Operating Engineers
For the
United Communications Center**

Modify the following classification to the current Agreement:

The hourly wage of the Chief Engineer shall not be less than:

Classification	08/01/2008	08/01/2009	08/01/2010
Chief Engineer	\$31.15	\$32.35	\$33.60

All other terms and conditions of the current Agreement apply.

For:
US Facilities, Inc.
United Communications Center

For:
International Union of Operating
Engineers, Local 99

By: [Signature]

By: [Signature]
Michael R. Murphy
Business Manager

10-14-08

Date

10-14-2008

Date