

ATTACHMENT J.1.1
GENERAL PROVISIONS ARCHITECT ENGINEERING CONTRACTS, 1989

**GENERAL PROVISIONS
(ARCHITECT - ENGINEER CONTRACTS)**

JANUARY 19, 1989

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1 Definitions

- 1.1 The term "Contracting Officer" as used herein means the person vested with authority to execute this agreement on behalf of the District and includes a duly appointed successor delegate.
- 1.2 The term "District" shall mean the District of Columbia Government.
- 1.3 The term "Architect-Engineer" or "A-E" or "Consultant" means the individual, individuals, and or firm identified as the "Architect-Engineer" in the preamble of this Agreement.
- 1.4 The term "Agreement" shall also mean "Contract" and vice versa.

2 General

- 2.1 The Contracting Officer shall have authority to take any action provided for herein on behalf of the District, including approvals, certifications, vouchers, acceptance and changes within the scope of work.
- 2.2 The Architect-Engineer's period of performance shall commence on the effective date as agreed and as specified in each task order issued by the Contracting Officer and ends on the date all required services are satisfactorily completed and products delivered.

- 2.3 All work shall be prosecuted under the full time direction of a principal officer or responsible representative of the Architect-Engineer, approved by the Contracting Officer. The design of architectural, structural, mechanical, plumbing, electrical, or other engineering features of the work shall be accomplished and/or reviewed and certified by architects or engineers registered to practice in the District of Columbia in the particular professional field involved.
- 2.4 The Architect-Engineer shall furnish sufficient technical, supervisory and Administrative personnel to insure the efficient prosecution of the work in accordance with the approved progress schedule.
- 2.5 The Architect-Engineer agrees that duly authorized representatives of the District shall have access, at all reasonable times, to inspect and make copies of all notes, designs, drawings, specifications or other technical or non-technical data including but not limited to payroll of personnel on this contract pertaining to the work to be performed under this Agreement.

3 Progress Schedules and Reports (See ARTICLE I, SECTION 5)

- 3.1 The Progress Schedule in a simple Bar Chart form shall be furnished by the Architect-Engineer for each task order for approval within five (5) calendar days of its issuance by the Contracting Officer.

The Architect-Engineer shall update and update the Progress Schedule on or about the 25th day of each month and shall within five (5) days thereafter deliver two (2) copies thereof to the Contracting Officer Technical Representative (COTR).

4 Responsibility of the Architect-Engineer (See ARTICLE I)

4.1 The Architect-Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished. The Architect-engineer shall, without additional compensation, correct or revise any errors or deficiencies in his designs, drawings, specification, and other services.

4.2 Neither the District's review, approval or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this agreement, and the Architect-Engineer shall be and remain liable to the District in accordance with applicable law for all damages to the District caused by the Architect-Engineer's negligent or intentionally wrongful act, omission or default while performing any of the services under this Agreement.

4.3 The Architect-Engineer shall accomplish the design services required under each task order. These services shall include but not limited to the services required to enable the District to award the related construction contract, pursuant to standard District procedures, for the construction of the facilities designed at a price that does not exceed the estimated construction contract price set forth in this contract. When bids or proposals for the construction contract are received which exceed such estimated price, the Architect-Engineer shall perform such redesign and other services as are necessary to permit contract award within such funding limitation.

These additional services shall be performed at no increase in the price of this contract. However, the Architect-Engineer shall not be required to perform such additional services at no cost to the District, if the unfavorable bids or proposals are the result of unforeseeable causes beyond the control and without the fault and negligence of the contractor.

4.5 The Architect-Engineer shall promptly advise the Contracting Officer if he finds that the project being designed will exceed or is likely to exceed the funding limitations and he is unable to design a usable facility within these limitations. Upon receipt of such information, the Contracting Officer will review the Architect-Engineer's revised estimate of construction cost. The Contracting Officer may, if he determines that the estimated construction contract price set forth in the Task order is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope of materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth elsewhere in the contract, or he may adjust such estimated construction contract price. When bids or proposals are not solicited or where they are unreasonably delayed, the District shall prepare an estimate of constructing the design submitted and such estimate will be used in lieu of bids or proposals to determine compliance with the funding limitation.

4.6 The Architect-Engineer shall not be required to perform additional services if the unfavorable bids or proposals are the result of unforeseeable causes beyond the control and without the fault or negligence of the contractor. If bids or proposals are not solicited within 180 days following the District's acceptance of the services to be provided under each task order, the approved District estimate will be used in lieu of bids or proposals to determine compliance with the funding limitation.

4.7 The rights and remedies of the District provided for under this contract are in addition to any other rights and remedies provided by law.

5 Changes

5.1 The Contracting Officer may at any time by written order, make changes to this contract including but not limited to the scope of services to be performed under each task order. If such changes cause an increase or decrease in the Architect-Engineer's cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the Architect-Engineer for adjustment under this clause must be made in writing to the Contracting Officer within ten (10) days from the date of receipt by the Architect-Engineer of the notification of change unless the Contracting Officer grants a further period of time before the date of final payment under this contract. Generally, the time of performance of this contract and/or each task order may be extended for the administrative convenience of the District or for other purposes whenever the Contracting Officer determines such action will not adversely affect the District's interest. Any time extensions shall not be a cause for additional fee or other related cost.

5.2 If the parties fail to agree upon the adjustment to be made, the dispute shall be processed as provided in Section 8 hereof entitled "Disputes". Nothing provided in this section shall excuse the Architect-Engineer from proceeding with the prosecution of work so changed.

6 Payments (See ARTICLE VII)

- 6.1 Estimates shall be made periodically (not more often than monthly) of the amount and value of the work and services performed by the Architect-Engineer under this contract, such estimates to be prepared by the Architect-Engineer and accompanied by such supporting data as may be required by the COTR.
- 6.2 Upon approval of such estimate by the COTR and presentation of properly certified vouchers by the Architect-engineer, payment of up to 90% of the estimated amount as determined above, less all previous payments, shall be made as soon as practicable; provided, however, that if the COTR determines that the work is substantially complete and that the amount of retained percentages is in excess of the amount considered by him to be adequate for the protection of the District, he may in his discretion release to the Architect-Engineer such excess amount.
- 6.3 Upon the satisfactory completion of the work and formal notification of its final acceptance by the Contracting Officer, the Architect-Engineer shall be paid the unpaid balance of any money due hereunder, including retained percentages. Prior to such final payment under this contract or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Architect-Engineer shall execute and deliver to the Contracting Officer a release of all claims against the District arising under or by virtue of this Agreement, other than such claims, if any, as may be specifically excepted by the Architect-Engineer from the operation of the release in stated amounts to be set forth therein.

6.4 All drawings, designs, specifications, architectural designs of buildings and structures, notes and other architect-engineer work produced in the performance of this contract, or in contemplation thereof, and all as-built drawings produced after completion of the work shall be and remain the sole property of the Government and may be used on any other work without additional cost to the Government. With respect thereto, the Architect-Engineer agrees not to assert any rights or to establish any claim under the design patent or copyright laws and not to publish or reproduce such matter in whole or in part or in any manner or form, or authorize others so to do without the written consent of the District, until such time as the District may have released such matter to the public. Further, with respect to any architectural design which the District desires to protect by applying for an prosecuting a design patent application or otherwise, the Architect-Engineer agrees to furnish the Contracting Officer such duly executed instruments and other papers (prepared by the District) as are deemed necessary to vest in the District the rights granted it under this clause. The Architect-Engineer agrees to furnish and provide access to the originals or copies of all such materials on the request of the Contracting Officer for a period of three (3) years after completion of the project.

7 Termination

7.1 **TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT:** The District reserves the right to terminate this contract in whole or from time to time in part, for the convenience of the Government in accordance with the provisions of Chapter 37 of the D.C. Procurement Regulations, Title 27 DCMR (July 1988).

7.2 **TERMINATION FOR DEFAULT:** Subject to the provisions of paragraph 7.4 below, the District may by written notice of default to the Architect-Engineer, terminate the whole or any part of this contract in any of the following circumstances:

- (1) If the Architect-Engineer fails to make satisfactory delivery of the supplies or to perform satisfactorily the services within the time specified in the task order or in any modification or any extension thereof, or
- (2) If the Architect-Engineer fails to perform or is in violation of any of the other provisions of this contract, or fails to make progress so as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

- (3) If the Architect-Engineer fails or refuses to go forward with the work in accordance with the directions of the Contracting Officer;
- (4) If the Architect-Engineer expresses through word or conduct an intention not to complete the work in a timely manner; or
- (5) If the Architect fails to perform any of the other provisions of the contract.

7.3 In the event the District terminates this contract in whole or in part as provided in paragraph 7.2 of this clause, the District may upon such terms and in such manner as the Contracting Officer may deem appropriate, re-procure supplies or services similar to those so terminated, and the Architect-Engineer shall be liable to the District for any excess costs for re-procuring similar supplies or services, provided, that the Architect-Engineer shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

7.4 The Architect-engineer shall not be liable for any excess re-procurement costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Architect-Engineer. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Architect-Engineer.

7.5 If this contract is terminated as provided in paragraph 7.2 of this clause, the District, in addition to any other rights provided in this clause, may require the Architect-Engineer to transfer title and deliver to the District, in the manner and to the extent directed by the Contracting Officer, (1) completed supplies, and (2) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings information and contract rights (hereinafter called "manufacturing materials") as the Architect-Engineer has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Architect-Engineer shall upon direction of the Contracting Officer, protect and preserve property in possession of the Architect-engineer in which the District has an interest. Payment for completed supplies delivered to and accepted by the District shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the District and for the protection and preservation of property shall be in an amount agreed upon by the Architect-Engineer and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clauses of this contract entitled "Disputes". The District may withhold from amounts otherwise due the Architect-Engineer for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.

7.6 If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Architect-Engineer was not in default under the

- 8.2 "Claim" shall mean a written request submitted to the Contracting Officer for payment of money, adjustment of contract terms, or other relief, which is in dispute or remains unresolved after a reasonable time of its review and disposition by the District Government, and for which a Contracting Officer's decision is demanded.
- 8.3 The decision of the Contracting Officer shall be final and conclusive and not subject to review by any forum, tribunal, or Government agency unless, within 60 days from the receipt of such decision (the 60-day period shall start on the date the Contracting Officer's written decision is received by the Architect-Engineer), the Architect-Engineer submits a claim in writing to the Contracting Officer, for an informal hearing and decision. The decision of the Contracting Officer, shall be final and not subject to review by any forum, tribunal or Government agency unless, within 90 days from the date of receipt of a decision of the Contracting Officer or, if no decision is issued within the time limits of the Procurement Practice Act (Sec. 805), within 90 days of the expiration of the applicable time limit, a written notice of appeal is filed with the District of Columbia Contract Appeals Board.
- 8.4 The decision of the Contract Appeals Board for the determination of such appeals shall be final and conclusive unless within one hundred-twenty (120) days after the date of receipt of the Board's decision, the Consultant or District appeals the decision of the District of Columbia Court of Appeals as set forth in D.C. Code Sec. 1-1189.5 (1981 Ed.).

provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the Government, be the same as if the notice of termination had been issued pursuant to such clause. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Architect-Engineer was not in default under the provisions of this clause, and if this contract does not contain a clause providing for termination for convenience of the District, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly. Failure to agree to any such adjustment shall constitute a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes".

7.7 The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

7.8 As used in paragraph 9.3 of this clause, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8 Disputes

8.1 If a dispute arises relating to the contract, the Architect-Engineer may submit a claim to the Contracting Officer who shall issue a written decision on the dispute within sixty (60) calendar days after receipt of the claims.

8.5 The Architect-Engineer shall proceed diligently with performance of this contract, pending final resolution of any request for relief, appeal or action related to the contract, and comply with any decision of the Contracting Officer.

9 Examination of Records

The following clause is applicable if the amount of this contract exceeds \$2,500.00.

9.1 The Architect-Engineer agrees to preserve all books, records, documents, and other evidence bearing on or reflecting costs and expenses under this Agreement and agrees that the Contracting Officer or any of his duly authorized representatives shall have access and the right to examine any pertinent books, documents, papers and records of the Architect-Engineer involving transactions related to this contract until expiration of three (3) years after final payment under this contract.

9.2 With respect to records which relate to (1) appeals under the "Disputes" clause of this contract, (2) litigation or the settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the District or any of its duly authorized representatives, the periods of access and examination described shall continue until such appeals, litigation, claims or exceptions have been finally resolved.

9.3 The Architect-Engineer further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees to preserve all books, records, documents, and other evidence bearing on or reflecting costs and expenses under this Agreement and agrees that the Contracting Officer or any of his duly authorized representatives shall have access to pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract as set forth in 9.1 and 9.2 hereof. The term "subcontractor" as used in this clause excludes subcontracts not exceeding \$2,500.

10 Covenant Against Contingent Fees

10.1 The Architect-Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a bonus, commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Architect-Engineer for the purpose of securing business. Breach of this warranty shall give the Contracting Officer the right to terminate this contract without liability, or in his discretion, the right to terminate this contract without liability, or in his discretion, the right to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such bonus, commission, percentage, brokerage, or contingent fee.

11 Officials Not to Benefit

11.1 No member or delegate of Congress, or official or employee of the District shall receive or have an interest in any share or part of the Contract, as proceeds or any benefit that may arise therefrom. Any such contract entered into by any Contracting Officer in which he or any official or employee of the District is personally interested shall be void, and no payment shall be made thereon by the District or any officer thereof. This provision shall not be applicable to any such contract if made for the general benefit of a corporation in which the officer or employee, or member or delegate of Congress is a minority shareholder.

12 Employment of District Employees

12.1 The Architect-Engineer shall not, without written permission from the Contracting Officer, engage the services of any person or persons in the employment of the District of Columbia for any work required, contemplated or performed under this Agreement.

13 Post-Government Employment Conflict of Interest

13.1 Pursuant to Public Law 95-521, as amended, no former employee of the United States or Government of the District of Columbia:

- (1) Shall knowingly represent the Consultant before any Government agency through personal appearance or communication in connection with a matter involving specific parties to this Agreement where the former Government employee participated personally and substantially in this matter while employed with the Government.

- (2) Shall, within two (2) years after terminating Government employment, knowingly represent the Consultant before any Government agency through personal appearance or communication in connection with a matter involving specific parties to this Agreement, where the matter was pending under the official responsibility of the former employee within one (1) year prior to termination of Government service.

13.2 Pursuant to Public Law 95-591, as amended, no former senior level officer or former senior level employee of the United States Government or the District of Columbia Government, named in or designated by the Contracting Officer of the Office of Government Ethics under Section 207(d) of Title 18 USC:

- (1) Shall, within two (2) years after terminating Government employment, knowingly represent or aid, counsel, advise, consult or assist in representing any other person by personal presence at any formal or informal appearance before any Government agency in connection with a matter involving specific parties, where the former employee participated personally and substantially in that matter while employed with the Government.
- (2) Shall, within one (1) year after terminating Government employment, knowingly act as an agent or attorney for or otherwise represent anyone in any formal or informal appearance before or, with the

intent to influence, make any written or oral communication on behalf of anyone to (1) his or her former Department or agency or any of its officers or employees, or (2) in connection with any particular Government matter, whether or not involving a specific party, which is pending before such Department or agency or in which it has a direct and substantial interest.

14 Dismissals

14.1 Should the continued employment of any person or persons in the Architect-Engineer's organization under this Agreement be deemed by the Contracting Officer to be prejudicial to the interests of the District, such person or persons shall be immediately removed from the work hereunder. The Architect-Engineer shall make every effort in the selection of his employees and in the prosecution of the work under this Contract to safeguard all drawings and specifications, and to prevent the theft, conversion or unauthorized use of the same.

15 Compliance with Federal and District of Columbia Laws and Regulations

15.1 The Architect-Engineer shall at all times observe and comply with all laws, codes, regulations, orders and decrees set forth by any department, agency or branch of, (i) the United States Government, or (ii) the District of Columbia, and shall indemnify and save harmless the District of Columbia and all of its officers, agents, employees and servants against any and all claims or liability arising from, or based on, the violation of any such law, code, regulation, order or decree, whether

by the Architect-Engineer, an employee or agent of the Architect-Engineer, any person, firm or corporation employed or engaged by the Architect-Engineer or contractually associated with him in the performance of, or in connection with, the work required, contemplated or performed under this Agreement.

16. Equal Opportunity: Non-Discrimination in Employment

16.1 During the performance of this contract, the Architect-Engineer shall comply with the provisions of Mayor's Order 85-85 as implemented by Chapter 11 - Equal Employment Opportunity Requirements in Contracts, both of which are designated Attachment 'A' to this Agreement and incorporated by reference thereto.

17. Appointment of Attorney

17.1 The Consultant shall designate and appoint a person, located within the District, whether the Consultant himself, an individual, a partnership or corporation or member thereof, an attorney, attorney-in-fact, agent, or representative, who shall receive service of all notices and process issued by any court or agency of the District and all pleadings or other papers related to any legal action or proceedings arising out of, or pertaining to, this Agreement or the work required by, or performed hereunder.

17.2 The Architect-Engineer expressly agrees that the validity of any service upon the person or entity designated pursuant to Section 17.1 hereof shall not be affected either by the fact that the Architect-Engineer was personally within the District of Columbia and otherwise subject to personal service at the time of such service upon the designated person or entity, or by the fact that the Architect-Engineer failed to receive a copy of such process, notice, pleading or other paper so served upon the designated person or entity.

17.3 The Consultant shall immediately inform the Contracting Officer in writing of any change in the designation required by Section 17.1 hereof, whether such change is in the designee, the address or telephone numbers.

18 Indemnification

18.1 The District shall have an absolute right of indemnity against any and all claims or liability arising from or based on, or as a consequence or result of, any negligent act, error, omission or fault of the Architect-Engineer, its employees, or its subconsultants in the performance of, or in connection with any services required, contemplated or performed under the contract; any and all claims or liability arising from or based on, or as a consequence or result of, any act of approval, inspection, supervision, or acceptance, or any failure to approve, inspect, supervise, or accept, by the District and any of its officers, agents, servants or employees, where such act or failure to act causes or contributes to any negligent act, error, omission, or fault of the Architect-Engineer, its employees, or its

subconsultants in the performance of, or in connection with any services required, contemplated or performed under the contract. Monies due or to become due the Architect-Engineer under the contract, may be retained by the District as necessary to satisfy any outstanding claim which the District may have against the Architect-Engineer.

19 Subcontractors and/or Outside Associates and Consultants

19.1 Any subcontractors and/or outside associates or consultants required by the Architect-Engineer in connection with the services covered by this Contract shall be limited to such individuals or firms as were specifically identified in the Architect-Engineer's written proposal and approved by the District during negotiations. Any proposed changes in such subcontractors, associates, or consultants shall be subject to the prior written approval of the Contracting Officer.

19.2 Any agreement the Architect-Engineer makes with a subcontractor, outside associate or consultant shall incorporate specifically or by reference thereto, each and every provision of this Agreement and the Attachment(s) and Appendices hereto.

20 Waiver

20.1 No action or non-action of the District shall be construed as a waiver of any provision or any breach of this Contract unless the same has been expressly declared and recognized as a waiver by the Contracting Officer in writing. No

walver so declared and recognized as such in writing by the Contracting Officer shall operate as a walver of any other provision of subsequent breaches of the same or other provisions of this Agreement.

21 Patents

21.1 The Architect-Engineer hereby expressly agrees and covenants that he shall indemnify the District, its officers, agents, servants, and employees from liability or claims of every nature and kind, including costs and expenses, for or on account of any patented or unpatented invention, article, process or appliance used or incorporated in the facilities and structures by the design, plans, or specifications prepared by the Architect-Engineer hereunder. Where proper construction of the facilities and structures makes necessary the use of any such invention, article, process or appliance, and the Architect-Engineer has specifically or by implication approved or adopted the use of such invention, article, process or appliance, the Architect-Engineer expressly agrees and covenants that he shall hold harmless and indemnify the District against any and all claims or liability arising therefrom.

22 Transfer or Assignment of Agreement

22.1 Unless otherwise provided by law, neither this Agreement nor any interest herein may be transferred or assigned by the Architect-engineer to any other party without the written consent of the Contracting officer. Any attempted transfer or assignment not authorized by this section shall constitute a breach of this Agreement and the District may for such cause terminate in the manner provided

In Section 7 of this Agreement, the right of the Architect-Engineer to proceed and the Architect-Engineer shall be liable to the District for any excess costs of re-procuring the same or similar services occasioned thereby.

23 Qualifications

23.1 The Architect-Engineer hereby warrants that the signature or signatures herein before affixed are duly authorized; further, the Architect Engineer warrants as a true statement any and all statements of qualification with respect to, but not limited to, professional status, premises, employees, experience and financial standing such as may be set forth in a "U.S. Government Architect-Engineer Questionnaire, Form 254" or other documents furnished to, or required by, the District for the purpose of securing the District's consent to enter into this Agreement. Misrepresentation shall be cause for termination of the Agreement, and such other action as may be appropriate, including without limitation, suspension and debarment and civil or criminal penalties.

24 Consultant's Warranty Against Debarment

24.1 The Architecture-Engineer shall comply with this General Provision by completing the "Certification of Eligibility" attached hereto and submitting it with this Agreement for work or services.

25 Participation by Foreign Consultants

25.1 The Department will not consider for award any proposals submitted by any Consultant, and will not consent to subletting any portions of the contract to any Consultant of a foreign country during any period in which such foreign country is listed by the United States Trade Representative as discriminating against U. S. firms in conducting procurements for public work projects. In addition, no product or any such listed country shall be permanently incorporated into the project. This General Provision applies to the participation of Consultants and products of the following countries which have been listed by the United States Trade Representative:

Japan

For the purpose of this General Provisions:

- (1) Any Consultant who is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country, shall be considered to be a Consultant of such foreign country. The term "consultant" is defined in Section 1.3

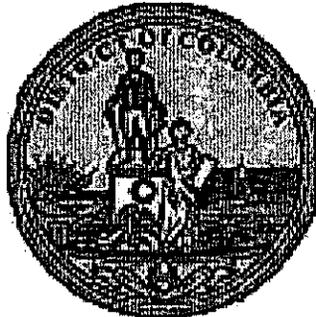
- (2) Any product, or which fifty percent or more of its cost is attributable to production or manufacturing in a foreign country, shall be considered to be a product of such foreign country.

ATTACHMENT J.1.2
STANDARD CONTRACT PROVISIONS FOR CONSTRUCTION, 2007

Government of the District of Columbia

**STANDARD CONTRACT
PROVISIONS**

For Use With
Specifications for
District of Columbia Government
Construction Projects
(Revised January 2007)



PLEASE RETAIN FOR YOUR REFERENCE

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INSTRUCTIONS TO BIDDERS

(Construction)

ARTICLE 1. QUALIFICATIONS OF BIDDERS—Bidders shall have the capability to perform classes of work contemplated, have the necessary plant and sufficient capital to execute the work properly within specified time.

Any Bidder who has not performed comparable work for the District within the last 5 years shall submit, at the Contracting Officer's discretion, a certified statement of his organization, plant, manpower, financial resources, and construction experience that he considers will qualify him for proposed contract. This information shall be certified by a Certified Public Accountant for contracts over \$25,000 and submitted on the AGC Form "Standard Questionnaires and Financial Statement for Bidders", obtainable from the Associated General Contractors of America, Inc., at 1957 "B" Street, N. W., Washington, D. C., 20008, or on an approved equivalent form. This requirement is not needed if the bidder has submitted such a statement to the District within a year prior to bid opening date, but will be required if bidder has previously submitted such a statement under one company name or organization or joint venture and is now bidding under another company name or organization or joint venture. A certified statement of prequalification approval by another jurisdiction may be considered as an alternative to foregoing procedure. A bidder shall submit a supplemental statement if requested by the District.

ARTICLE 2. BID DOCUMENTS—The Specifications (including all documents referenced therein and all documents attached thereto), drawings and addenda which form the basis of any bid shall be considered as part thereof and will form part of the bid. Copies of these documents will be furnished to or made available for the inspection of prospective bidders by that office indicated in the advertisement or invitation.

ARTICLE 3. EXAMINATION OF BID DOCUMENTS AND SITE OF WORK—Each Bidder shall carefully examine the site of the proposed work and the bid documents and fully acquaint himself with conditions relating to construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work under the bid documents, and he shall judge for and satisfy himself as to conditions to be encountered affecting the character, quality and quantity of the work to be performed and materials to be furnished and to the requirements of the bid documents. Failure to do so will be at the Bidder's own risk and shall not relieve him from any obligation under his bid or contract.

ARTICLE 4. PREPARATION FOR BIDS—The bid form furnished in the bid proposal and specifications shall be used in strict compliance with the requirements of the Invitation and Supplemental Instructions to Bidders in the specifications. Special care shall be exercised in the preparation of bids. Bidders must make their own estimates of the facilities and difficulties to be anticipated upon execution of the contract, including local conditions, uncertainty of weather and all other contingencies. All designations and prices shall be fully and clearly set forth in the bid submission. **ALL PRICES SHALL BE INSERTED IN FIGURES TYPED OR PRINTED LEGIBLY ON THE BID FORM.** All corrections on the bid documents must be initialed by the person signing the bid form.

ARTICLE 5. ERROR IN BIDS—Bidders or their authorized agents are expected to examine all bid documents and any addenda thereto, and all other instructions pertaining to the work which will be open to their inspection. Failure to do so will be at the bidder's own risk, and will not constitute reason for relief on plea of error in the bid. **IN CASE OF ERROR IN THE EXTENSION OF PRICES IN THE BID, UNIT PRICES WILL GOVERN.**

The bidder must submit his plea of error in writing to the Contracting Officer and must be prepared to document and prove his error.

ARTICLE 6. LABOR AND MATERIAL NOT FURNISHED BY DISTRICT—The District will not furnish any labor, material or supplies unless a provision to do so is included in the contract documents.

ARTICLE 7. ADDENDA AND INTERPRETATIONS—No oral interpretations of the meaning of the drawings, specifications or other bid documents will be made to any bidder. Verbal clarification will not be binding on the District. All requests must be in writing and addressed to the Contracting Officer responsible for administering the contract. Requests for interpretations of bid documents must be received by the Contracting Officer not later than 10 days prior to bid opening date. All changes to the bid documents will be made by addenda mailed to all prospective bidders, who have obtained copies of the bid documents, not later than 7 days before bid opening date. In case of discrepancy among addenda, a later dated addendum has priority over earlier dated addenda. It shall be the bidder's responsibility to make inquiry as to any or all addenda issued, and failure of any prospective bidder to receive any such addenda issued by the Contracting Officer shall not relieve the bidder from any obligation under his bid as submitted. Bidders must acknowledge receipt of all addenda on the Bid Form; failure to do so may result in rejection of bid. All addenda issued shall become part of the bid and contract documents. -

ARTICLE 8. ALTERNATE BIDS—Alternate bids will not be considered unless called for in the Bid Form.

ARTICLE 9. BIDS FOR ALL OR PART—Where bids are not qualified by specific limitations, the District reserves the right to award all or any of the items according to its best interests.

ARTICLE 10. PRICE SCHEDULE INTERPRETATION—Quantities appearing in the Price Schedule are approximate only and are prepared for the comparison of bids. Payment will be made only for actual material requirements accepted and for work performed and accepted. Schedule quantities may be increased, decreased or omitted and there shall be no adjustment in contract unit prices except as provided, and except for such materials actually purchased or work actually performed prior to notification of the change in items affected.

The price for any item, unless otherwise specified, shall include full compensation for all materials, tests, samples, manufacturers' guaranties, tools, equipment, labor and incidental work needed to complete specified items. Prices without exception shall be net, not subject to discount, and shall include all royalties and costs arising from patents, proprietary items, trademarks and copyrights.

ARTICLE 11. CORRECTIONS—Erasures and other changes in bids must be explained or noted over the signature of the bidder.

ARTICLE 12. BOND REQUIREMENTS

- A. BID GUARANTY**—On all bids of \$100,000.00 or more, security is required to insure the execution of the contract. No bid will be considered unless it is so guaranteed. Each bidder must furnish with his bid either a Bid Bond (Form No. DC 2640-5), with good and sufficient sureties, a certified check payable to the order of the Treasurer of the District of Columbia (uncertified check will not be accepted), negotiable United States bonds (at par value), or an irrevocable letter of credit in an amount not less than five percent (5%) of the amount of his bid, as a guaranty that he will not withdraw said bid within the period specified therein after the opening of the same; or, if no period be specified, within ninety (90) days after said opening, and will, within the period specified therefore, or, if no period be specified, within ten (10) days, after the prescribed forms are forwarded to him for execution (or within any extension of time which may be granted by the officer to whom the bid was addressed) execute and deliver a written contract on the standard District form in accordance with bid as accepted and give bond with good and sufficient sureties, as specified below for the faithful performance and proper fulfillment of such contract and payment of laborers and material men as required by law or, in the event of the withdrawal of said bid within the period above stated, or the failure to enter into such contract and give such bond within the time above stated, that he will pay to the District the difference between the amount specified in said bid and the amount for which the District may procure the required work, if the latter amount be in excess of the former.

In case security is in the form of a certified check or United States bonds, the District may make such disposition of the same as will accomplish the purpose for which

submitted. Certified checks may be held uncollected at the bidder's risk. Certified checks and United States bonds will be returned to the unsuccessful bidders after award of contract and to successful bidders after the signing of prescribed forms of contract and bonds. Guaranty bonds will be returned only upon written application.

B. PERFORMANCE BOND—For any construction contract exceeding \$100,000.00, a Performance Bond (Form No. DC 2640-7) shall be required in a penal amount equal to one hundred percent (100%) of the contract price at time of award. Additional performance bond protection shall be required in connection with any modification effecting an increase in price under any contract for which a bond is required pursuant to the above if:

1. The modification is for new or additional work which is beyond the scope of the existing contract; or,
2. The modification is pursuant to an existing provision of the contract and is expected to increase the contract price by \$50,000 or twenty-five percent (25%) of the original total contract price, whichever is less.

The penal amount of the bond protection shall be increased so that the total performance bond protection is one hundred percent (100%) of the contract price as revised by both the modification requiring such additional protection and the aggregate of any previous modification. The increased penal amount may be secured either by increasing the bond protection provided by existing surety or sureties or by obtaining an additional performance bond from a new surety.

C. PAYMENT BOND— In accordance with the provisions of Section 504(b) of the District of Columbia Procurement Practices Act of 1985, payment bonds shall be required in an amount not less than fifty percent (50%) of the total amount payable by the terms of the contract.

Additional payment protection shall be required in connection with any notification effecting an increase in price under any contract for which a bond is required pursuant to the above if —

1. The modification is for new or additional work which is beyond the scope of the existing contract; or
2. The modification is pursuant to an existing provision of the contract and is expected to increase the contract price by \$50,000 or twenty-five percent (25%) of the original total contract price, whichever is less.

The penal amount of the additional bond protection shall generally be such that the total payment bond protection is fifty percent (50%) of the contract price as revised by both the modification requiring such additional protection, and the aggregate of any previous modifications. The additional protection may be secured either by increasing the bond protection provided by the existing surety or sureties or by obtaining an additional payment bond from a new surety.

D. BOND SOURCE—The bonds may be obtained from any surety company authorized by the U.S. Treasury Department as acceptable sureties on Federal Bonds and authorized to transact business in the District of Columbia by the Director, Department of Insurance, Securities and Banking.

ARTICLE 13. SIGNATURE TO BIDS—Each bid must show the full business address of the bidder and be signed by him with his usual signature. Bids by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the name of the corporation, followed by the signature and

designation of the President or Vice President and attested by the Secretary of the corporation or other persons authorized to bind the corporation and the corporate seal affixed thereto. If bid is signed by other than the President or Vice President, evidence of authority to so sign must be furnished in the form of an extract of minutes of a meeting of the Board of Directors or extract of bylaws certified by the Corporate Secretary and corporate seal affixed thereto. The names of all persons signing shall be typed or printed below the signatures. A bid by a person who affixes to his signature the word "President", "Vice President", "Secretary", "Agent", or other designation, without disclosing his principal, may be held personally to the bid. Bids submitted by a joint venture must be signed by all authorized parties to the joint venture.

ARTICLE 14. MARKING AND MAILING BIDS—Bids, addenda acknowledgment, and bid guaranty must be securely sealed in suitable envelopes, addressed and marked on the outside with the name of the bidder, invitation number and date of opening.

ARTICLE 15. RECEIVING BIDS, MODIFICATIONS OR WITHDRAWALS—Bids received prior to the time set for opening will be securely kept unopened. The officer whose duty it is to open them will decide when the specified time has arrived and no bid received thereafter will be considered unless: (1) they are sent by registered mail or by certified mail for which an official dated post office stamp (postmark) on the original Receipt for Certified Mail has been obtained and it is determined by the District that the late receipt was due solely to delay in the mails for which the bidder was not responsible; or (2) if submitted by mail (or by telegram if authorized by the Contracting Officer), it is determined by the District that the late receipt was due solely to mishandling by the District after receipt at the District agency: Provided, that timely receipt at such agency is established upon examination of an appropriate date or time stamp or other documentary evidence of receipt within the control of such agency.

Bidders using certified mail are cautioned to obtain a receipt for certified mail showing legible, dated postmark and to retain such receipt against the chance that it will be required as evidence that a late bid was timely mailed. The only evidence acceptable in this matter is as follows: (1) where the Receipt of Certified Mail identifies the post office station of mailing, evidence furnished by the bidder which establishes, that the business day of the station ended at an earlier time, in which case the time of mailing shall be deemed to be last minute of the business day; or (2) an entry in ink on the Receipt for Certified Mail showing the time of mailing and the initials of postal employee receiving the item and making the entry, with appropriate written verification of such entry from the post office station of mailing, in which case the time of mailing, shall be the time shown in the entry. If the postmark on the original Receipt for Certified Mail does not show a date, the bid shall not be considered.

The time of mailing of late bids submitted by registered or certified mail shall be deemed to be the last minute of the date shown in the postmark on the registered mail receipt or registered mail wrapper or on the Receipt for Certified Mail unless the bidder furnishes evidence from the post office station of mailing which establishes an earlier time.

No responsibility will attach to the District or any of its officers or employees for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic bids will not be considered, but modifications, by telegram, of bids already submitted will be considered if received prior to the hour set for opening, but should not reveal the amount of the original or revised bid.

ARTICLE 16. WITHDRAWAL OF BIDS—Bids may be withdrawn on written or telegraphic request received from bidders prior to the time fixed for opening; provided the name of the bidder appears on the outside of the envelope containing the bid. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

ARTICLE 17. OPENING OF BIDS—At the time fixed for the opening of bids, their contents will be made public by the Office of Contracting and Procurement for the information of bidders and other properly interested persons.

ARTICLE 18. AWARD OR REJECTION—The Contract will be awarded to the lowest responsible Bidder complying with conditions of the bid documents, provided his bid is reasonable and it is in the best interest of the District to accept it. The Bidder, to whom award is made, will be notified by

the Contracting Officer at the earliest possible date. The District, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the District.

If more than one bid be offered by any one party, by or in the name of his or their clerk, partner, or other person, all such bids may be rejected. This shall not prevent a Bidder from proceeding under Article 8 hereof, nor from quoting different prices on different qualities of material or different conditions of delivery. A supplier or material man who has quoted prices on materials to a Bidder is not thereby disqualified from quoting to other bidders or from submitting a bid directly for the materials or work.

Each Bidder shall submit a bid on all items in the Price Schedule; failure to bid on all items may result in bid rejection.

In addition to requirements for qualification of bidders as set forth in Article 1 hereof, and as determined by the District, proposals will be considered irregular and may be rejected by the Contracting Officer for any of, but not limited to, the following reasons:

- A. Incompetency, inadequate plant or insufficient capital as revealed by Bidder's statement on AGC or equivalent form.
- B. Evidence of collusion.
- C. Uncompleted work which might hinder or prevent proper and prompt execution and completion of work contemplated.
- D. Evidence that Bidder has not adequately considered all aspects of contemplated work.
- E. Failure to settle bills satisfactorily, claims and judgments due for labor and material on Bidder's contracts in force on bid opening date.
- F. Default under previous contracts.
- G. Unacceptable rating as listed on published government lists.
- H. Proposal submission on form other than that form furnished by District, or altered or partially detached form.
- I. Unauthorized additions, deletions, omissions, conditional bids, or irregularities which may make proposal incomplete or ambiguous in meaning.
- J. Failure to acknowledge all addenda issued.
- K. Failure to submit bid in the properly labeled receptacle at that location designated as the Office of Contracting and Procurement, Bid Room, Suite 700, 441 4th St., N.W., Washington, D.C. 20001 and prior to the time set for opening as governed by the Official Clock designated as such in that Bid Room.

ARTICLE 19. CANCELLATION OF AWARDS—The right is reserved to the District, without any liability upon the District, to cancel the award of any contract at any time prior to approval of a formal written contract signed by the Contractor and the Contracting Officer.

ARTICLE 20. CONTRACT AND BOND—The Bidder to whom award is made must, when required, enter into a written contract on the standard District form, with satisfactory security in the amount required (see Article 12) within the period specified, or no period be specified, within 10 days after the prescribed forms are presented to him for signature.

**GENERAL PROVISIONS
(Construction Contract)**

ARTICLE 1. DEFINITIONS

- A. "District" as used herein means the District of Columbia, a municipal corporation.
- B. "Mayor" as used herein means the elected head of the District as set forth in Public Law 93-198 dated December 24, 1973, Title 4, Part B, Section 422(1).
- C. "Contracting Officer" as used herein means the District official authorized to execute and administrate the Contract on behalf of the District.
- D. "Contract Documents" or "Contract" as used herein means Addenda, Contract Form, Instructions to Bidders, General Provisions, Labor Provisions, Performance and Payment Bonds, Specifications, Special Provisions, Contract Drawings, approved written Change Orders and Agreements required to acceptably complete the Contract, including authorized extensions thereof.

ARTICLE 2. SPECIFICATIONS AND DRAWINGS—The Contractor shall keep on the work site a copy of Contract drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the Contract drawings, or shown on the Contract drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.

All Contract requirements are equally binding. Each Contract requirement, whether or not omitted elsewhere in the Contract, is binding as though occurring in any or all parts of the Contract. In case of discrepancy:

- 1. The Contracting Officer shall be promptly notified in writing of any error, discrepancy or omission, apparent or otherwise.
- 2. Applicable Federal and D. C. Code requirements have priority over: the Contract form, General Provisions, Change Orders, Addenda, Contract drawings, Special Provisions and Specifications.
- 3. The Contract form, General Provisions and Labor Provisions have priority over: Change Orders, Addenda, Contract drawings, Special Provisions and Specifications.
- 4. Change Orders have priority over: Addenda, Contract drawings and Specifications.
- 5. Addenda have priority over: Contract drawings, Special Provisions and Specifications. A later dated Addendum has priority over earlier dated Addenda.
- 6. Special Provisions have priority over: Contract drawings and other specifications.
- 7. Shown and indicated dimensions have priority over scaled dimensions.
- 8. Original scale drawings and details have priority over any other different scale drawings and details.
- 9. Large scale drawings and details have priority over small scale drawings and details.
- 10. Any adjustment by the Contractor without a prior determination by the Contracting Officer shall be at his own risk and expense. The Contracting Officer will furnish from time to time such detail drawings and other information as he may consider necessary, unless otherwise provided.

ARTICLE 3. CHANGES

A. DESIGNATED CHANGE ORDERS—The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes

1. In the Contract drawings and specifications;
2. In the method or manner of performance of the work;
3. In the District furnished facilities, equipment, materials or services; or
4. Directing acceleration in the performance of the work.

Nothing provided in this Article shall excuse the Contractor from proceeding with the prosecution of the work so changed.

B. OTHER CHANGE ORDERS—Any other written order or an oral order (which term as used in this Section (B) shall include direction, instruction, interpretation, or determination) from the Contracting Officer which causes any such change, shall be treated as a Change Order under this Article, provided that the Contractor gives the Contracting Officer written notice stating the date, circumstances and sources of the order and that the Contractor regards the order as a Change Order.

C. GENERAL REQUIREMENTS—Except as herein provided, no order, statement or conduct of the Contracting Officer shall be treated as a change under this Article or entitle the Contractor to an equitable adjustment hereunder. If any change under this Article causes an increase or decrease in the Contract's cost of, or the time required for, the performance of any part of the work under this Contract whether or not changed by any order, an equitable adjustment shall be made and the Contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any change under (B) above shall be allowed for any cost incurred more than 20 days before the Contractor gives written notice as therein required unless this 20 days is extended by the Contracting Officer and provided further, that in case of defective drawings and specifications, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective drawings and specifications.

If the Contractor intends to assert a claim for an equitable adjustment under this Article, he must, within 30 days after receipt of a written Change Order under (A) above or the furnishing of a written notice under (B) above, submit to the Contracting Officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the Contracting Officer. The statement of claim hereunder may be included in the notice under (B) above.

No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under the Contract.

D. CHANGE ORDER BREAKDOWN—Contract prices shall be used for Change Order work where work is of similar nature; no other costs, overhead or profit will be allowed.

Where Contract prices are not appropriate and the nature of the change is known in advance of construction, the parties shall attempt to agree on a fully justifiable price adjustment and/or adjustment of completion time.

When Contract prices are not appropriate, or the parties fail to agree on equitable adjustment, or in processing claims, equitable adjustment for Change Order work shall be per this Article and Article 4 and shall be based upon the breakdown shown in following

subsections 1. through 7. The Contractor shall assemble a complete cost breakdown that lists and substantiates each item of work and each item of cost.

1. **Labor**—Payment will be made for direct labor cost plus indirect labor cost such as insurance, taxes, fringe benefits and welfare provided such costs are considered reasonable. Indirect costs shall be itemized and verified by receipted invoices. If verification is not possible, up to 18 percent of direct labor costs may be allowed. In addition, up to 20 percent of direct plus indirect labor costs may be allowed for overhead and profit.
2. **Bond**—Payment for additional bond cost will be made per bond rate schedule submitted to the Office of Contracting and Procurement with the executed Contract.
3. **Materials**—Payment for cost of required materials will be F.O.B. destination (the job site) with an allowance for overhead and profit.
4. **Rented Equipment**—Payment for required equipment rented from an outside company that is neither an affiliate of, nor a subsidiary of, the Contractor will be based on receipted invoices which shall not exceed rates given in the current edition of the Rental Rate Blue Book for Construction Equipment published by Data Quest. If actual rental rates exceed manual rates, written justification shall be furnished to the Contracting Officer for consideration. No additional allowance will be made for overhead and profit. The Contractor shall submit written certification to the Contracting Officer that any required rented equipment is neither owned by nor rented from the Contractor or an affiliate of or subsidiary of the Contractor.
5. **Contractor's Equipment**— Payment for required equipment owned by the Contractor or an affiliate of the Contractor will be based solely on an hourly rate derived by dividing the current appropriate monthly rate by 176 hours. No payment will be made under any circumstances for repair costs, freight and transportation charges, fuel, lubricants, insurance, any other costs and expenses, or overhead and profit. Payment for such equipment made idle by delays attributable to the District will be based on one-half the derived hourly rate under this subsection.
6. **Miscellaneous**—No additional allowance will be made for general superintendence, use of small tools and other costs for which no specific allowance is herein provided.
7. **Subcontract Work**—Payment for additional necessary subcontract work will be based on applicable procedures in 1. through 6., to which total additional subcontract work up to an additional 10 percent may be allowed for the Contractor's overhead and profit.

ARTICLE 4. EQUITABLE ADJUSTMENT OF CONTRACT TERMS

The Contractor is entitled to an equitable adjustment of the contract terms whenever the following situations develop:

Differing Site Conditions:

- (1) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the Contractor, upon discovering such conditions, shall promptly notify the Contracting Officer in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

- (2) Upon written notification, the Contracting Officer will investigate the conditions, and if he/she determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Contracting Officer will notify the Contractor of his/her determination whether or not an adjustment of the contract is warranted.
- (3) No contract adjustment which results in a benefit to the Contract will be allowed unless the Contractor has provided the required written notice.
- (4) No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

Suspension of Work Ordered by the Contracting Officer:

- (1) If the performance of all or any portion of the work is suspended or delayed by the Contracting Officer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Contracting Officer in writing a request for equitable adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- (2) Upon receipt, the Contracting Officer will evaluate the Contractor's request. If the Contracting Officer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control or and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Contracting Officer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The Contracting Officer will notify the Contractor of his/her determination whether or not an adjustment of the contract is warranted.
- (3) No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.
- (4) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term of condition of this contract.

Significant Changes in the Character of Work:

- (1) The Contracting Officer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered.
- (2) If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Contracting Officer may determine to be fair and reasonable.

- (3) If the alterations or changes in quantities significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
- (4) The term "significant change" shall be construed to apply only to the following circumstances:
 - (a) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - (b) When an item of work is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in the case of a decrease below 75 percent, to the actual amount of work performed.

ARTICLE 5. TERMINATION-DELAYS—If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Contract, or any extension thereof, or fails to complete said work within specified time, the District may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work involving the delay. In such event the District may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plant as may have been paid for by the District or may be on the site of the work and necessary therefore. Whether or not the Contractor's right to proceed with the work is terminated, he and his sureties shall be liable for any liability to the District resulting from his refusal or failure to complete the work within the specified time.

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

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

1. The delay in the completion the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the District in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the District, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, climatic conditions beyond the normal which could be anticipated, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers (the term subcontractors or suppliers shall mean subcontractors or suppliers at any tier); and
2. The Contractor, within 10 days from the beginning of any such delay, (unless the Contracting Officer grants a further period of time before the date of final payment under the Contract) notifies the Contracting Officer in writing of the causes of delay.

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

If, after notice of termination of the Contractor's right to proceed under the provisions of this Article, it is determined for any reason that the Contractor was not in default under the provisions of this Article, or that the delay was excusable under the provisions of this Article, the rights and

obligations of the parties shall be in accordance with Article 6 herein. Failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of Article 7 herein.

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

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

ARTICLE 6. TERMINATION FOR CONVENIENCE OF THE DISTRICT

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

- b. May acquire any property under the conditions prescribed and at a price or prices approved by the Contracting Officer, and
 - c. Provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the District to the Contractor under the Contract or shall otherwise be credited to the price or cost of the work covered by the Contract or paid in such other manner as the Contracting Officer may direct.
- 8. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
 - 9. Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to the Contract which is in the possession of the Contractor and in which the District has or may acquire an interest.
 - 10. The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the cost, or any item of reimbursable cost, under this Article.
 - 11. "Plant clearance period" means, for each particular property classification (such as raw materials, purchased parts and work in progress) at any one plant or location, a period beginning with the effective date of the termination for convenience and ending 90 days after receipt by the Contracting Officer of acceptable inventory schedules covering all items of that particular property classification in the termination inventory at that plant or location, or ending on such later date as may be agreed to by the Contracting Officer and the Contractor. Final phase of a plant clearance period means that part of a plant clearance period which occurs after the receipt of acceptable inventory schedules covering all items of the particular property classification at the plant or location.

At any time after expiration of the plant clearance period, as defined above, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Contracting Officer, and may request the District to remove such items or enter into a storage agreement covering them. Not later than 15 days thereafter, the District will accept title to such items and remove them or enter into a storage agreement covering the same; provided, that the list submitted shall be subject to verification by the Contracting Officer upon removal of the items or, if the items are stored, within 45 days from the date of submission of the list, and any necessary adjustments to correct the list as submitted, shall be made prior to final settlement.

- C. After receipt of a Notice of Termination, the Contractor shall submit to the Contracting Officer his termination claim, in the form with the certification prescribed by the Contracting Officer. Such claim shall be submitted promptly but in no event later than one year from the effective date of termination, unless one or more extensions in writing are granted by the Contracting Officer upon request of the Contractor made in writing within such one year period or authorized extension thereof. However, if the Contracting Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such one year period or extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may, subject to any review required by the District's procedures in effect as of the date of execution of the Contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

D. Subject to the provisions of C above, and subject to any review required by the District's procedures in effect as of the date of execution of the Contract, the Contractor and Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this Article, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in E below prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Contracting Officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this Article, shall be deemed to limit, restrict or otherwise determine or effect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this paragraph.

E. In the event of the failure of the Contractor and the Contracting Officer to agree as provided in D above upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this Article, the Contracting Officer shall, subject to any review required by the District's procedures in effect as of the date of execution of the Contract, determine, on the basis of information available to him, the amount, if any, due the Contractor by reason of the termination and shall pay to the Contractor the amounts determined by the Contracting Officer, as follows, but without duplication of any amounts agreed upon in accordance with D above:

1. With respect to all Contract work performed prior to the effective date of the Notice of Termination, the total (without duplication of any items) of:
 - a. The cost of such work;
 - b. The cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in B 5. above, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor prior to the effective date of the Notice of Termination of work under the Contract, which amounts shall be included in the cost on account of which payment is made under E1.a. above; and
 - c. A sum, as profit on E. 1.a. above, determined by the Contracting Officer to be fair and reasonable; provided however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed under this subparagraph and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and provided further that profit shall be allowed only on preparations made and work done by the Contractor for the terminated portion of the Contract but may not be allowed on the Contractor's settlement expenses. Anticipatory profits and consequential damages will not be allowed. Any reasonable method may be used to arrive at a fair profit, separately or as part of the whole settlement.
2. The reasonable cost of the preservation and protection of property incurred pursuant to B.9; and any other reasonable cost incidental to termination of work under the Contract including expense incidental to the determination of the amount due to the Contractor as the result of the termination of work under the Contract.

- F. The total sum to be paid to the Contractor under E.1. above shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. Except for normal spoilage, and except to the extent that the District shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor under E.1. above, the fair value, as determined by the Contracting Officer, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the District, or to a buyer pursuant to B.7 above.
- G. The Contractor shall have the right of appeal, under Article 7 herein, from any determination made by the Contracting Officer under C. or E. above, except that, if the Contractor has failed to submit his claim within the time provided in C above and has failed to request extension of such time, he shall have no such right of appeal. In any case where the Contracting Officer has made a determination of the amount due under C. or E. above, the District shall pay to the Contractor the following:
1. If there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Contracting Officer, or
 2. If an appeal had been taken, the amount finally determined on such appeal.
- H. In arriving at the amount due the Contractor under this Article there shall be deducted:
1. all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of the Contract;
 2. any claim which the District may have against the Contractor in connection with the Contract; and
 3. the agreed price for, or the proceeds of sale of, any materials, supplies or other things kept by the Contractor or sold, pursuant to the provisions of this Article and not otherwise recovered by or credited to the District.
- I. If the termination hereunder be partial, prior to the settlement of the terminated portion of the Contract, the Contractor may file with the Contracting Officer a request in writing for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made at such price or prices; however, nothing contained herein shall limit the right of the District and the Contractor to agree upon the amount or amounts to be paid to the Contractor for the completion of the continued portion of the Contract when said Contract does not contain an established Contract price for such continued portion.
- J. The District may from time to time, under such terms and conditions as it may prescribe, make partial payments against costs incurred by the Contractor in connection with the terminated portion of the Contract whenever in the opinion of the Contracting Officer the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this Article, such excess shall be payable by the Contractor to the District upon demand, together with interest computed at the rate of 6 percent per annum for the period from the date such excess is received by the Contractor to the date on which such excess is repaid to the District; provided however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition, or such later date as determined by the Contracting Officer by reason of the circumstances.

- K. Unless otherwise provided in the Contract or by applicable statute, the Contractor, from the effective date of termination and for a period of three years after final settlement under the Contract, shall preserve and make available to the District at all reasonable times at the office of the Contractor, but without direct charge to the District, all his books, records, documents and other evidence bearing on the costs and expenses of the Contractor under the Contract and relating to the work terminated hereunder, or, to the extent approved by the Contracting Officer, photographs and other authentic reproductions thereof.

ARTICLE 7. DISPUTES

- A. All disputes arising under or relating to this contract shall be resolved as provided herein.
- B. Claims by a Contractor against the District.

"Claim", as used in Section B of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

- (a) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision. The contractor's claim shall contain at least the following:

- (1) A description of the claim and the amount in dispute;
 - (2) Any data or other information in support of the claim;
 - (3) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
 - (4) The Contractor's request for relief or other action by the Contracting Officer.
- (b) The Contracting Officer may meet with the Contractor in a further attempt to resolve the claim by agreement.
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- (c) For any claim of \$50,000 or less, the Contracting Officer shall issue a decision within sixty (60) days from receipt of a written request from a Contractor that a decision be rendered within that period.
 - (d) For any claim over \$50,000, the Contracting Officer shall issue a decision within ninety (90) days of receipt of the claim. Whenever possible, the Contracting Officer shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
 - (e) The Contracting Officer's written decision shall do the following:
 - (1) Provide a description of the claim or dispute;
 - (2) Refer to the pertinent contract terms;
 - (3) State the factual areas of agreement and disagreement;
 - (4) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (5) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (6) Indicate that the written document is the contracting officer's final decision; and
 - (7) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
 - (f) Any failure by the Contracting Officer to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim, and

will authorize the commencement of an appeal to the Contract Appeals Board as authorized by D.C. Official Code § 2-309.04.

(g) (1) If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.

(2) Liability under paragraph (g)(1) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

(h) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D. C. Official Code § 2-309.04.

(i) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

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C. Claims by the District against a Contractor

(a) Claim as used in Section C of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

(b) (1) All claims by the District against a Contractor arising under or relating to a contract shall be decided by the Contracting Officer.

(2) The Contracting Officer shall send written notice of the claim to the Contractor. The Contracting Officer's written decision shall do the following:

(a) Provide a description of the claim or dispute;

(b) Refer to the pertinent contract terms;

(c) State the factual areas of agreement and disagreement;

(d) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;

(e) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;

(f) Indicate that the written document is the Contracting Officer's final decision; and

(g) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

(3) The decision shall be supported by reasons and shall inform the Contractor of its rights as provided herein.

(4) The authority contained in this clause shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.

(5) This clause shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.

(c) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D.C. Official Code § 2-309.04.

(d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

ARTICLE 8. PAYMENTS TO CONTRACTOR—The District will pay the contract price or prices as hereinafter provided in accordance with District and Federal regulations.

The District will make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates approved by the Contracting Officer. The Contractor shall furnish a breakdown of the total Contract price showing the amount included therein for each principal category of the work, in such detail as requested, to provide a basis for determining progress payments. In the preparation of estimates the Contracting Officer, at his discretion, may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site may also be taken into consideration:

1. If such consideration is specifically authorized by the Contract;
2. If the Contractor furnishes satisfactory evidence that he has acquired title to such material, that it meets Contract requirements and that it will be utilized on the work covered by the Contract; and
3. If the Contractor furnishes to the Contracting Officer an itemized list.

The Contracting Officer at his/her discretion shall cause to be withheld retention in an amount sufficient to protect the interest of the District of Columbia. The amount shall not exceed ten percent (10%) of the partial payment. However, if the Contracting Officer, at any time after 50 percent of the work has been completed, finds that satisfactory progress is being made, he may authorize any of the remaining progress payments to be made in full or may retain from such remaining partial payments less than 10 percent thereof. Also, whenever work is substantially complete, the Contracting Officer, if he considers the amount retained to be in excess of the amount adequate for the protection of the District, at his discretion, may release to the Contractor all or a portion of such excess amount. Furthermore, on completion and acceptance of each separate building, public work, or other division of the Contract, on which the price is stated separately in the Contract, payment may be made therefore without retention of a percentage, less authorized deductions.

All material and work covered by progress payments made shall thereupon become the sole property of the District, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work, or as waiving the right of the District to require the fulfillment of all of the terms of the Contract.

Upon completion and acceptance of all work, the amount due the Contractor under the Contract shall be paid upon presentation of a properly executed voucher and after the Contractor shall have furnished the District with a release, if required, of all claims against the District arising by virtue of the Contract, other than claims in stated amounts as may be specifically excepted by the Contractor from the operation of the release.

ARTICLE 9. TRANSFER OR ASSIGNMENT—Unless otherwise provided by law, neither the Contract nor any interest therein may be transferred or assigned by the Contractor to any other party without the written consent of the Contracting Officer nor without the written acceptance by the surety on the performance and payment bond securing the Contract of the assignee as the Contractor and the principal on such bond; and any attempted transfer or assignment not authorized by this Article shall constitute a breach of the Contract and the District may for such cause terminate the right of the Contractor to proceed in the same manner as provided in Article 5 herein, and the Contractor and his sureties shall be liable to the District for any excess cost occasioned the District thereby.

ARTICLE 10. MATERIAL AND WORKMANSHIP

- A. GENERAL**—Unless otherwise specifically provided in the Contract, all equipment, material and articles incorporated in the work covered by the Contract shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Contract, reference to any equipment, material, article or patented

process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition, and the Contractor may use any equipment, material, article or process which, in the judgment of the Contracting Officer, is equivalent to that named unless otherwise specified. The Contractor shall furnish to the Contracting Officer for his approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the mechanical and other equipment which the Contractor contemplates incorporating in the work. Machinery and equipment shall be in proper condition. When required by the Contract or when called for by the Contracting Officer, the Contractor shall furnish to the Contracting Officer for approval full information concerning the material or articles which he contemplates incorporating in the work. When so directed, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles installed or used without required approval shall be at the risk of subsequent rejection and subject to satisfactory replacement at Contractor's expense.

- B. SURPLUS MATERIALS USE**—Whenever specified in the Contract or authorized by the Contracting Officer that materials become the property of the Contractor, which by reference or otherwise shall include disposal of materials, it is understood that the Contractor accepts such materials "as is" with no further expense or liability to the District. If such material specified in the Contract will have a potential or real interest of value, the Contractor shall make allowance in the Contract to show such value.
- C. DISTRICT MATERIAL**—No materials furnished by the District shall be applied to any other use, public or private, than that for which they are issued to the Contractor. The full amount of the cost to the District of all materials furnished by the District to the Contractor and for which no charge is made, which are not accounted for by the Contractor to the satisfaction of the Contracting Officer, will be charged against the Contractor and his sureties and may be deducted from any monies due the Contractor, and this charge shall be in addition to and not in lieu of any other liabilities of the Contractor whether civil or criminal. Materials furnished by the District for which a charge is made at a rate mentioned in the specifications will be delivered to the Contractor upon proper requisitions therefore and will be charged to his account.
- D. Plant**—The Contractor shall at all times employ sufficient tools and equipment for prosecuting the various classes of work to full completion in the manner and time required. The Contractor shall at all times perform work in sufficient light and shall provide proper illumination, including lighting required for night work as directed, as a Contract requirement. All equipment, tools, formwork and staging used on the project shall be of sufficient size and in proper mechanical and safe condition to meet work requirements, to produce satisfactory work quality and to prevent injury to persons, the project or adjacent property. When methods and equipment are not prescribed in the Contract, the Contractor is free to use tools, methods and equipment that he satisfactorily demonstrates will accomplish the work in conformity with Contract requirements.

If the Contractor desires to use a method or type of tool or equipment other than specified in the Contract, he shall request approval to do so; the request shall be in writing and shall include a full description of proposed methods, tools and equipment and reason for the change or substitution. Approval of substitutions and changed methods will be on condition that the Contractor will be fully responsible for producing work meeting Contract requirements. If after trial use of the substituted methods, tools and equipment, the Contracting Officer determines that work produced does not meet Contract requirements, the Contractor shall complete remaining work with specified methods, tools and equipment.

- E. CAPABILITY OF WORKERS**- All work under the Contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require the Contractor to remove from the work any such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed by the Contracting Officer to be contrary to the public interest. Such request will be in writing:

- F. CONFORMITY OF WORK AND MATERIALS**—All work performed and materials and products furnished shall be in conformity, within indicated tolerances, with lines, grades, cross sections, details, dimensions, material and construction requirements shown or intended by the drawings and specifications:

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

- G. UNAUTHORIZED WORK AND MATERIALS**—Work performed or materials ordered or furnished for the project deviating from requirements without written authority, will be considered unauthorized and at Contractor's expense. The District is not obligated to pay for unauthorized work. Unauthorized work and materials may be ordered removed and replaced at Contractor's expense.

ARTICLE 11. INSPECTION AND ACCEPTANCE—Except as otherwise provided in the Contract, inspection and test by the District of material and workmanship required by the Contract shall be made at reasonable times and at the site of the work, unless the Contracting Officer determines that such inspection or test of material which is to be incorporated in the work shall be made at the place of production, manufacture or shipment of such material. To the extent specified by the Contracting Officer at the time of determining to make off-site inspection or test, such inspection or test shall be conclusive as to whether the material involved conforms to Contract requirements. Such off-site inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the District after acceptance of the completed work under the terms of the last paragraph of this Article, except as herein above provided.

The Contractor shall, without charge, replace any material and correct any workmanship found by the District not to conform to Contract requirements, unless in the public interest the District consents to accept such material or workmanship with an appropriate adjustment in Contract price. The Contractor shall promptly segregate and remove rejected material from the premises at Contractor's expense.

If the Contractor does not promptly replace rejected material or correct rejected workmanship, the District:

1. May, by contract or otherwise, replace such material and correct such workmanship and charge the cost thereof to the Contractor, or
2. May terminate the Contractor's right to proceed in accordance with Article 5 herein.

The Contractor shall furnish promptly, without additional cost to the District, all facilities, labor and material reasonably needed for performing such safe and convenient inspection and test as may be required by the Contracting Officer. All inspections and tests by the District shall be performed in such manner as not unnecessarily to delay the work. Special, full size, and performance tests shall be performed as described in the Contract. The Contractor shall be charged with any additional cost of inspection when material and workmanship are not ready for inspection at the time specified by the Contractor.

Should it be considered necessary or advisable by the Contracting Officer at any time before acceptance of the work, either in part or in its entirety, to make an examination of work completed, by removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary facilities, labor and material to do same. If such work is found to be defective or nonconforming in any material respect, due to the fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, an equitable adjustment shall be made in the Contract price

to compensate the Contractor for the additional services involved in such examination and reconstruction and, if completion of the work has been delayed thereby, he shall, in addition, be granted an equitable extension of time.

Unless otherwise provided in the Contract, acceptance by the District will be made as promptly as practicable after completion and inspection of all work required by the Contract. Acceptance shall be final and conclusive except as regards to latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the District's rights under any warranty or guaranty.

ARTICLE 12. SUPERINTENDENCE BY CONTRACTOR—The Contractor shall give his personal superintendence to the performance of the work or have a competent foreman or superintendent, satisfactory to the Contracting Officer, on the work site at all times during progress, with authority to act for him.

ARTICLE 13. PERMITS AND RESPONSIBILITIES—The Contractor shall, without expense to the District, be responsible for obtaining any necessary licenses, certificates and permits, and for complying with any applicable Federal, State, and Municipal laws, codes and regulations, in connection with the prosecution of the work. He shall be similarly responsible for all damages to persons or property that occurs as a result of his fault or negligence. He shall take proper safety, health and environmental precautions to protect the work, the workers, the public, and the property of others. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction thereof which theretofore may have been accepted.

ARTICLE 14. INDEMNIFICATION—The Contractor shall indemnify and save harmless the District and all of its officers, agents and servants against any and all claims or liability arising from or based on, or as a consequence or result of, any act, omission or default of the Contractor, his employees, or his subcontractors, in the performance of, or in connection with, any work required, contemplated or performed under the Contract.

ARTICLE 15. PROTECTION AGAINST TRESPASS—Except as otherwise expressly provided in the Contract, the Contractor is authorized to refuse admission either to the premises or to the working space covered by the Contract to any person whose admission is not specifically authorized in writing by the Contracting Officer.

ARTICLE 16. CONDITIONS AFFECTING THE WORK

- A. GENERAL**—The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work and the cost thereof. Any failure by the Contractor to do so will not relieve him from responsibility for successfully performing the work as specified without additional expense to the District. The District assumes no responsibility for any understanding or representation concerning conditions made by any of its officers or agents prior to the execution of the Contract, unless such understanding or representation by the District is expressly stated in the Contract.
- B. WORK AND STORAGE SPACE**—Available work and storage space designated by the District shall be developed as required by the Contract or restored at completion of the project by the Contractor to a condition equivalent to that existing prior to construction. No payment will be made for furnishing or restoration of any work and storage space. If no area is designated or the area designated is not sufficient for the Contractor's operations, he shall obtain necessary space elsewhere at no expense or liability to the District.
- C. WORK ON SUNDAYS, LEGAL HOLIDAYS AND AT NIGHT**—No work shall be done at any time on Sundays or legal holidays or on any other day before 7 a.m. or after 7 p.m., except with the written permission of the Contracting Officer and pursuant to the requirements of the Police Requirements of the District.
- D. EXISTING FEATURES**—Subsurface and topographic information including borings data, utilities data and other physical data contained in the Contract or otherwise available, are

not intended as representations or warranties but are furnished as available information. The District assumes no expense or liability for the accuracy of, or interpretations made from, existing features. The Contractor shall be responsible for reasonable consideration of existing features above and below ground which may affect the project.

- E. UTILITIES AND VAULTS**—The Contractor shall take necessary measures to prevent interruption of service or damage to existing utilities within or adjacent to the project. It shall be the Contractor's responsibility to determine exact locations of all utilities in the field.

For any underground utility or vault encountered, the Contractor shall immediately notify the Contracting Officer and take necessary measures to protect the utility or vault and maintain the service until relocation by owner is accomplished. No additional payment will be made for the encountering of these obstructions.

In case of damage to utilities by the Contractor, either above or below ground, the Contractor shall restore such utilities to a condition equivalent to that which existed prior to the damage by repairing, rebuilding or otherwise restoring as may be directed, at the Contractor's sole expense. Damaged utilities shall be repaired by the Contractor or, when directed by the Contracting Officer, the utility owner will make needed repairs at the Contractor's expense.

No compensation, other than authorized time extensions, will be allowed the Contractor for protective measures, work interruptions, changes in construction sequence, changes in methods of handling excavation and drainage or changes in types of equipment used, made necessary by existing utilities, imprecise utility or vault information or by others performing work within or adjacent to the project.

- F. SITE MAINTENANCE**—The Contractor shall maintain the project site in a neat and presentable manner throughout the course of all operations, and shall be responsible for such maintenance until final acceptance by the District. Trash containers shall be furnished, maintained and emptied by the Contractor to the satisfaction of the Contracting Officer. Excavated earthwork, stripped forms and all other materials and debris not scheduled for reuse in the project shall be promptly removed from the site.

The Contracting Officer may order the Contractor to clean up the project site at any stage of work at no added expense to the District. If the Contractor fails to comply with this order, the Contracting Officer may require the work to be done by others and the costs will be charged to the Contractor.

Upon completion of all work and prior to final inspection, the Contractor shall clean up and remove from the project area and adjacent areas all excess materials, equipment, temporary structures, and refuse, and restore said areas to an acceptable condition.

- G. PRIVATE WORK**—Except as specifically authorized by the Contracting Officer, the Contractor shall not perform any private work abutting District projects with any labor, materials, tools, equipment, supplies or supervision scheduled for the Contract until all work under the Contract has been completed. Contract materials used for any unauthorized purpose shall be subtracted from Contract amount.

- H. DISTRICT OF COLUMBIA NOISE CONTROL ACT OF 1977**—The contractor shall be in strict compliance with D.C. Law 2-53, District of Columbia Noise Control Act of 1977 and all provisions thereof, Effective March 16, 1978, 24 D.C. Register 5293.

ARTICLE 17. OTHER CONTRACTS—The District may undertake or award other contracts for additional work and the Contractor shall fully cooperate with such other contractors and District employees and carefully coordinate his own work with such additional work as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by District employees. The District assumes no liability, other than authorized time extensions, for Contract delays and damages resulting from delays and lack of progress by others.

ARTICLE 18. PATENT INDEMNITY—Except as otherwise provided, the Contractor agrees to indemnify the District and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any Letters Patent of the United States (except Letters Patent issued upon an application which is now or may hereafter be, for reasons of national security, ordered by the Federal Government to be kept classified or otherwise withheld from issue) arising out of the performance of the Contract or out of the use or disposal, by or for the account of the District, of supplies furnished or construction work performed hereunder.

ARTICLE 19. ADDITIONAL BOND SECURITY—If any surety upon any bond furnished in connection with the Contract becomes unacceptable to the District, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by the District, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the District and of persons supplying labor or materials in the prosecution of the work contemplated by the Contract. Provided that upon the failure of the Contractor to furnish such additional security within ten (10) days after written notice so to do, all payments under the Contract will be withheld until such additional security is furnished.

ARTICLE 20. COVENANT AGAINST CONTINGENT FEES—The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the District shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 21. APPOINTMENT OF ATTORNEY—The Contractor does hereby irrevocably designate and appoint the Clerk of the Superior Court of the District of Columbia and his successors in office as the true and lawful attorney of the Contractor for the purpose of receiving service of all notices and processes issued by any court in the District, as well as service of all pleadings and other papers, in relation to any action or legal proceeding arising out of or pertaining to the Contract or the work required or performed hereunder.

The Contractor expressly agrees that the validity of any service upon the said Clerk as herein authorized shall not be affected either by the fact that the Contractor was personally within the District and otherwise subject to personal service at the time of such service upon the said Clerk or by the fact that the Contractor failed to receive a copy of such process, notice, pleading or other paper so served upon the said Clerk, provided that said Clerk shall have deposited in the United States mail, certified and postage prepaid, a copy of such process, notice, pleading or other papers addressed to the Contractor at the address stated in the Contract.

ARTICLE 22. DISTRICT EMPLOYEES NOT TO BENEFIT — Unless a determination is made as provided herein, no officer or employee of the District will be admitted to any share or part of this contract or to any benefit that may arise therefrom, and any contract made by the Contracting Officer or any District employee authorized to execute contracts in which they or an employee of the District will be personally interested shall be void, and no payment shall be made thereon by the District or any officer thereof, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. A District employee shall not be a party to a contract with the District and will not knowingly cause or allow a business concern or other organization owned or substantially owned or controlled by the employee to be a party to such a contract, unless a written determination has been made by the head of the procuring agency that there is a compelling reason for contracting with the employee, such as when the District's needs cannot reasonably otherwise be met. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code, section 2-310.01, and Chapter 18 of the DC Personnel Regulations) The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

ARTICLE 23. WAIVER—No waiver of any breach of any provision of the Contract shall operate as a waiver of such provision or of the Contract or as a waiver of subsequent or other breaches of the same or any other provision of the Contract; nor shall any action or non-action by the Contracting Officer or by the Mayor be construed as a waiver of any provision of the Contract or of any breach thereof unless the same has been expressly declared or recognized as a waiver by the Contracting Officer or the Mayor in writing.

ARTICLE 24. BUY AMERICAN

- A. AGREEMENT**—In accordance with the Buy American Act (41 USC 10a-10d), and Executive Order 10582, December 17, 1954 (3 CFR, 1954-58 Comp., p. 230), as amended by Executive Order 11051, September 27, 1962 (3 CFR, 1059-63 Comp., p. 635), the Contractor agrees that only domestic construction material will be used by the Contractor, subcontractors, material men and suppliers in the performance of the Contract, except for non-domestic material listed in the Contract.
- B. DOMESTIC CONSTRUCTION MATERIAL**—"Construction material" means any article, material or supply brought to the construction site for incorporation in the building or work. An unmanufactured construction material is a "domestic construction material" if it has been mined or produced in the United States. A manufactured construction material is a "domestic construction material" if it has been manufactured in the United States and if the cost of its components which have been mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. "Component" means any article, material, or supply directly incorporated in a construction material. -
- C. DOMESTIC COMPONENT**—A component shall be considered to have been "mined, produced, or manufactured in the United States" regardless of its source, in fact, if the article, material or supply in which it is incorporated was manufactured in the United States and the component is of a class or kind determined by the District to be not mined, produced or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality.
- D. FOREIGN MATERIAL** - When steel materials are used in a project a minimal use of foreign steel is permitted. The cost of such materials can not exceed one-tenth of one percent of the total project cost, or \$2,500,000, whichever is greater.

ARTICLE 25. TAXES

- A. FEDERAL EXCISE**—Materials, supplies and equipment are not subject to the Federal Manufacturer's Excise Tax, if they are furnished or used in connection with the Contract provided that title to such materials, supplies and equipment passes to the District under the Contract. The Contractor shall in such cases furnish his subcontractors and suppliers with a purchaser's certificate in the form prescribed by the U.S. Internal Revenue Service.
- B. SALES AND USE TAXES**—Materials which are physically incorporated as a permanent part of real property are not subject to District of Columbia Sales and Use Tax. The Contractor shall, when purchasing such materials, furnish his suppliers with a Contractor's Exempt Purchase Certificate in the form prescribed in the Sales and Use Tax Regulations of the District of Columbia. Where the Contractor, subcontractor or material man has already paid the Sales and Use Tax on material, as prescribed above, the Sales and Use Tax Regulations of the District of Columbia permit the Contractor, subcontractor or material man to deduct the sales or use tax on the purchase price of the same on his next monthly return as an adjustment. However, the Contractor, subcontractor or material man must satisfy the Chief Financial Officer for the District of Columbia that no sum in reimbursement of such tax was included in the Contract or else that the District has received a credit under the Contract in an amount equal to such tax.

District of Columbia Sales and Use Tax shall be paid on any material and supplies, including equipment rentals, which do not become a physical part of the finished project. (See District of Columbia Sales and Use Tax Administration Ruling No. 6).

The Contractor, subcontractor, or material supplier shall provide proof of compliance with the provisions of D.C. Law 9-260, as amended, codified in D.C. Code 46-103, Employer Contributions, prior to award.

Material and supplies required under contracts relating to Glenn Dale Hospital, Glenn Dale, Maryland, and Children's Center, Laurel, Maryland, are subject to the Maryland State Sales and Use Tax, effective July 1, 1968. BIDDERS SHALL INCLUDE SUCH TAX IN THEIR BIDS. Contracts relating to Department of Corrections, Lorton, Virginia, are subject to the Virginia Retail Sales and Use Tax, effective September 1, 1966, when incorporated in public works contracts of the District. BIDDERS SHALL INCLUDE SUCH TAX IN THEIR BIDS.

The Contractor, subcontractor, or material supplier shall provide proof of compliance with the applicable tax filing and licensing requirements set forth in D.C. Code, Title 47, Taxation and Fiscal Affairs, prior to contract award.

ARTICLE 26. SUSPENSION OF WORK—The Contracting Officer may order the Contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the District.

If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed or interrupted by an act of the Contracting Officer in the administration of the Contract, or by his failure to act within the time specified in the Contract (or if no time is specified, within a reasonable time), an adjustment will be made for an increase in the cost of performance of the Contract (excluding profit) necessarily caused by such unreasonable suspension, delay or interruption and the Contract modified in writing accordingly. However, no adjustment will be made under this Article for any suspension, delay or interruption to the extent:

1. That performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the contractor, or
2. For which an equitable adjustment is provided or excluded under any other provision of the Contract.

No claim under this Article shall be allowed:

1. For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and
2. Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the Contract.

ARTICLE 27. SAFETY PROGRAM

- A. GENERAL**—In order to provide safety controls for the protection of the life and health of District and Contract employees and the general public; prevention of damage to property, materials, supplies, and equipment; and for avoidance of work interruptions in the performance of the Contract, the Contractor shall comply with all applicable Federal and local laws governing safety, health and sanitation including the Safety Standards, Rules and Regulations issued by the American National Standards, U. S. Department of Labor, U. S. Department of Health and Human Services, D. C. Minimum Wage and Industrial Safety Board and the latest edition of "Manual of Uniform Traffic Control Devices" issued by the Federal Highway Administration.

The Contractor shall also take or cause to be taken such additional safety measures as the Contracting Officer may determine to be reasonably necessary.

LABOR PROVISIONS
(Construction Contract)

ARTICLE 1. DAVIS-BACON ACT (40 USC 276a-276a 7).—Each Contractor and subcontractor at any tier contracting for any part of Contract work in excess of \$2,000 for construction alteration, and/or repair, including painting and decorating of public buildings and public works and which requires or involves the employment of mechanics and/or laborers shall be subject to the Davis-Bacon Act provisions as follows:

A. MINIMUM WAGES—

1. All mechanics and laborers employed or working upon the site of the work or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the United States Department of Labor, hereinafter referred to as the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such Laborers and mechanics; and the wage determination decision shall be posted by the contractor at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or costs reasonably anticipated under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv). Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.
2. The contracting officer shall require that any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination and a report of the action taken shall be sent by the Contracting Officer to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics, including apprentices and trainees, to be used, the question accompanied by the recommendation of the Contracting Officer shall be referred to the Secretary for final determination.
3. The Contracting Officer shall require, whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Contracting Officer, shall be referred to the Secretary of Labor for determination.
4. If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this contract. Provided, however, The Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the

contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

B. WITHHOLDING.—The Contracting Officer may withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices and trainees, employed by the contractor or any subcontractor on the work the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice or trainee, employed or working on the site of the work or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project, all or part of the wages required by the contract, the District may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

C. PAYROLLS AND BASIC RECORDS. —

1. Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work, or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project. Such records will contain the name and address of each such employee, his correct classification, rates of pay, (including rates of contributions or costs anticipated of the types described in section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1) (iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing, to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
2. The contractor will submit weekly a copy of all payrolls to the Contracting Officer if the agency is a party to the contract, but if the agency is not such a party the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Contracting Officer. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work he performed. A submission of a "Weekly Statement of Compliance" which is required under this contract and the Copeland regulations of the Secretary of Labor (29 CFR, Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under 29 CFR 5.5(a)(1)(iv) shall satisfy this requirement. The prime contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The contractor will make the records required under the labor standards clauses of the contract available for inspection by authorized representatives of the District and the Department of Labor, and will permit such representatives to interview employees during working hours on the job. Contractors employing apprentices or trainees under approved programs shall include a notation on the first weekly certified payrolls submitted to the Contracting Officer that their employment is pursuant to an approved program and shall identify the program.

ARTICLE 2. CONVICT LABOR (18 USC 438)—Convict labor shall not be used on Contract work unless otherwise provided by law.

ARTICLE 3. APPRENTICES AND TRAINEES

- A. APPRENTICES**—Apprentices shall be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with the Apprenticeship Council, D.C. Department of Labor. The allowance ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in Section B. of this Article or is not registered as above, shall be paid the wage rate determined by the Secretary of Labor or the classifications of work he actually performed. The Contractor and Subcontractor shall furnish to the Contracting Officer written evidence of the registration of his appropriate ratios and wage rates for the areas of construction, prior to using any apprentice on the Contract.
- B. TRAINEES**—Trainees will be permitted to work as such when they are bona fide trainees employed pursuant to a program approved by the Contracting Officer and Apprenticeship Council, D.C. Department of Labor.
- C. REQUIREMENTS**—The Contractor agrees to hire for the performance of the Contract a number of apprentices or trainees or both, in each occupation, which bears to the average number of the journeymen in that occupation to be employed in the performance of the Contract the applicable ratios as determined by the Apprenticeship Council, D. C. Department of Labor.
1. The Contractor shall assure that 25 percent of such apprentices or trainees in each occupation are in their first year of training, when feasible. Feasibility here involves a consideration of:
 - a. The availability of training opportunities for first year apprentices;
 - b. The hazardous nature of the work for beginning workers;
 - c. Excessive unemployment of apprentices in their second and subsequent years of training.
 2. The Contractor shall maintain records of employment, by trade, of the number of apprentices and trainees, apprentices and trainees by first year of training, and of journeymen, and the wages paid and hours of work of such apprentices, trainees and journeymen. The Contractor shall make these records available for inspection upon request of the Contracting Officer and the Apprenticeship Council, D. C. Department of Labor.
 3. The Contractor who claims compliance based on the criterion stated in 29 CFR 5.a. agrees to maintain records of employment as described in 29 CFR 5.a.3(a)(2) on non-governmental and non-governmentally assisted construction work done during the performance of the Contract in the same labor market area. The Contractor shall make these records available for inspection upon request of the Contracting Officer and the Apprenticeship Council, D. C. Department of Labor.
 4. The Contractor agrees to supply one copy of the written notices as required in accordance with 29 CFR. 5.a.4(c) at the request of the Contracting Officer. The Contractor shall supply at 3 month intervals during performance of the Contract and after completion of the Contract performance a statement containing a breakdown by craft of hours worked and wages paid for first year apprentices and trainees, other apprentices and trainees, and journeymen. Two copies of the statement shall be submitted to the Contracting Officer, who will submit a copy to the Apprenticeship Council, D. C. Department of Labor.

5. Section 5, D. C. Law 2—156, ACJ 2—325, dated December 29, 1978, is hereby incorporated as part of this Amendment as follows:

"All prime contractors and subcontractors who contract with the District of Columbia Government to perform construction or renovation work with a single contract or cumulative contracts of at least \$500,000, let within a twelve (12) month period, shall be required to register an apprentice.—ship program with the District of Columbia Apprenticeship Council." 25 D.C. Register 6991.

ARTICLE 4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 USC 327- 330)

- A. OVERTIME BASIS**—Each Contractor and subcontractor at any tier contracting for any part of Contract work which may require or involve the employment of laborers, mechanics, watchmen or guards, apprentices or trainees shall not require or permit any laborer, mechanic, watchman or guard, apprentice or trainee in any workweek in which he is employed on such work, to work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such workweek unless such laborer, mechanic, watchman or guard, apprentice or trainee receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such workweek, as the case may be.
- B. LIABILITY FOR UNPAID WAGES**—In the event of violation of the provisions of Section A, the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the District for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman or guard, apprentice or trainee employed in violation of any provision of Section A, in the amount of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight (8) hours or in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by Section A.

The Contracting Officer may withhold or cause to be withheld from the Contractor such sums as administratively determined to satisfy any liability of the Contractor and subcontractors for unpaid wages and liquidated damages as herein provided. In the event of failure to pay any laborer, mechanic, watchman, or guard, apprentice or trainee employed or working on the work site, all or part of the wages required by the Contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds until such violations have ceased.

- C. DISPUTES**—Any Contractor or subcontractor aggrieved by the withholding of a sum as liquidated damages as provided shall have the right, within sixty (60) days thereafter, to appeal to the Contracting Officer in the case of liquidated damages withheld for the use and benefit of the District. The Contracting Officer shall have authority to review the administrative determination of liquidated damages and to issue a final order affirming such determination; or if it is found that the sum determined is incorrect or that the Contractor or subcontractor violated these Labor Provisions inadvertently notwithstanding the exercise of due care on his part and that of his agents, recommendations may be made to the Secretary of Labor that an appropriate adjustment in liquidated damages be made, or that the Contractor or subcontractor be relieved of liability for such liquidated damages. The Secretary will review all pertinent facts in the matter and may conduct such investigation as he deems necessary so as to affirm or reject the recommendation. The decision of the Secretary shall be final. In all such cases in which a Contractor or subcontractor may be aggrieved by a final order for the withholding of liquidated damages as herein before provided, the Contractor or subcontractor may, within sixty (60) days after such final order, file a claim per Article 7 of the General Provisions, provided, however, that final orders of the Contracting Officer or the Secretary of Labor as the case may be, shall be conclusive with respect to findings of fact if such findings are supported by substantial evidence.

- D. VIOLATION PENALTY**—If the Contractor or subcontractor who employs, directs & controls any laborer or mechanic employed in the performance of any work contemplated by the Contract, shall intentionally violate any provision herein, he shall be deemed guilty of a misdemeanor, and for each and every such offense shall, upon conviction, be punished by a fine of not to exceed \$1,000 or by imprisonment for not more than six (6) months, or by both such fine and imprisonment, in the discretion of the court having jurisdiction thereof (Section 106 Title 1, P.L. 87—851, 40 USC Sec. 332, 76 Stat. 359).
- E. HEALTH AND SAFETY STANDARDS**—It is a condition of the Contract, and shall be made a condition of each subcontract under the Contract, that the Contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the Contract to work in surroundings or wider working condition which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards per 29 CFR Part 1518.

The Secretary of Labor is authorized to make such inspections, hold such hearings, issue such orders, and make such decisions based on findings of fact, as are deemed necessary to gain compliance with this Section and any health and safety standard promulgated by the Secretary. In the event that the Secretary of Labor determines non-compliance under the provisions of this Section after an opportunity for an adjudicatory hearing by the Secretary of any condition of the Contract, the District shall have the right to cancel the Contract, and to enter into other contracts for the completion of the Contract work, charging any additional cost to the Contractor.

ARTICLE 5. COPELAND ACT (18 USC 874, and 40 USC 276c) - Each Contractor and subcontractor at any tier contracting for any part of Contract work in excess of \$2,000.00 shall be subject to the Copeland Act provisions as follow:

- A. DEFINITION**—As used in this Article, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.
- B. WEEKLY COMPLIANCE STATEMENT**—The Contractor and each subcontractor engaged in the construction, prosecution, completion or repair of any public building or public work shall furnish each week a statement with respect to the wages paid each of his employees engaged on work covered by these Labor Provisions during the preceding weekly payroll period. The statement shall be executed by the Contractor or subcontractor, or by an authorized officer or employee of the Contractor or subcontractor, who supervises the payment of wages, and shall be on the form attached at the end of these Labor Provisions and entitled "Weekly Statement of Compliance" (Form No. DC 2640-11).

Each weekly statement required shall be delivered by the Contractor or subcontractor, within seven (7) days after regular payment date of the payroll period, to a representative of the Contracting Officer in charge at the site of the building or work. After each examination and check as may be made, such statement, or copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the US. Department of Labor.

Upon a written finding by the Contracting Officer, the Secretary of Labor may provide reasonable limitations, variations, tolerances and exemptions from the requirements of this Section subject to such conditions as the Secretary of Labor may specify.

- C. PAYROLLS AND RECORDS**—The Contractor and each subcontractor shall preserve his weekly payroll records for a period of three (3) years from date of completion of the Contract. The payroll records shall set out accurately and completely the name, address and Social Security Number of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the Contracting Officer, and by authorized representatives of the U.S. Department of Labor.

D. PAYROLL DEDUCTIONS NOT SUBJECT TO SECRETARY OF LABOR APPROVAL—
Deductions made under the circumstances or in the situations described in paragraphs of this Section may be made without application to and approval at the Secretary of Labor:

1. Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.
2. Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.
3. Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the Contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.
4. Any deduction constituting a contribution on behalf of the person employed to funds established by the employer, or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities or retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, that the following standards are met:
 - a. The deduction is not otherwise prohibited by law;
 - b. it is either voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or provided for in a bona fide collective bargaining agreement between the Contractor or subcontractor and representatives of his employees;
 - c. No profit or other benefit is otherwise obtained, directly or indirectly, by the Contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and
 - d. The deductions - shall serve the convenience and interest of the employee.
5. Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.
6. Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal, State and District credit union statutes.
7. Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.
8. Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

9. Any deduction to pay regular union initiation fees and membership dues, not including fines or special assessments; provided, however, that a collective bargaining agreement between the Contractor or subcontractor and representatives of his employees provides for such deductions and the deductions are not otherwise prohibited by law.

10. Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of Section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of said title. When such a deduction is made the additional records required under 516.25(a) of this title shall be kept.

E. PAYROLL DEDUCTIONS SUBJECT TO SECRETARY OF LABOR APPROVAL—The Contractor and any subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Section D. The Secretary may grant permission whenever he finds that:

1. The Contractor, subcontractor or any affiliated person does not make a profit or benefit directly from the deduction, either in the form of a commission, dividend or otherwise;
2. The deduction, is not otherwise prohibited by law;
3. The deduction is either:
 - a. voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or
 - b. provided for in a bona fide collective bargaining agreement between the Contractor or subcontractor and representatives of its employees; and
4. The deduction services the convenience and interest of the employee.

F. APPLICATIONS FOR SECRETARY OF LABOR APPROVAL—Any application for the making of payroll deductions under Section E. shall comply with the requirements prescribed in Paragraphs 1 through 5:

1. The application shall be in writing and shall be addressed to the Secretary of Labor.
2. The application shall identify the Contract under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.
3. The application shall state affirmatively that there is compliance with the standards set forth in Section B. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.
4. The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages proposed deduction would be made.
5. The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

G. ACTION BY SECRETARY OF LABOR UPON APPLICATIONS—The Secretary will decide whether or not the requested deduction is permissible under provisions of Section B, and shall notify the applicant in writing of his decision.

H. PROHIBITED PAYROLL DEDUCTIONS—Deductions not elsewhere stipulated and which are not found to be permissible under Section B are prohibited.

I. METHODS OF PAYMENT OF WAGES—The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible. No other methods of payment shall be recognized on work subject to the Copeland Act.

ARTICLE 6. RESERVED

ARTICLE 7. NONSEGREGATED FACILITIES—The Contractor certifies that he does not and will not maintain or provide for his employees any segregated facility at any of his establishments; that he does not and will not permit his employees to perform their services at any location under his control where segregated facilities are maintained; and that he will obtain and retain identical certifications from proposed subcontractors prior to award or subcontracts.

“Segregated facilities” shall mean any waiting room, work area, wash and rest rooms, restaurant and other eating area, time clock, locker room and other storage or dressing area, parking lot, drinking fountain, recreation or entertainment area, transportation and housing facility, provided for employees which is segregated by explicit directive or is segregated on the basis of race, color, age, sex, religion or national origin, because of habit, local custom or otherwise. Penalty for violation or making false statements is prescribed in 18 USC 1001.

**DISTRICT OF COLUMBIA
WEEKLY STATEMENT OF COMPLIANCE
(Construction)**

Project No. Invitation No.	Contract No.	Date
WAGES AND HOURS		
	Total This Period	Total To Date
Straight Time Hours Worked		
Overtime Hours Worked		
Overtime and Straight Time Hours Combined		
Wages Earned		

I, _____,
(Name of signatory party) (Title)

do hereby state

(1) That I pay or supervise the payment of the persons employed by _____
(Contractor or Subcontractor) on the _____
(Building or Work)

that during the payroll period commencing on the _____ day of _____
 19____, and ending on the _____ day of _____ 19____, all persons
 employed on said project have been paid full weekly wages earned, that no rebates have been or will
 be made either directly or indirectly to or on behalf of said _____
(Contractor or Subcontractor)

from the full weekly wages earned by any person and that no deductions have been made either di-
 rectly or indirectly from the full wages earned by any person, other than permissible deductions as
 defined in 29 CFR Part 3 issued by the Secretary of Labor under the Copeland Act as amended (48
 Stat. 948; 63 Stat. 108; 73 Stat. 967; 76 Stat. 537; 40 USC 278c), and described below:

(2) That any payroll otherwise under the Contract required to be submitted for the above period
 are correct and complete; that the wage rates for laborers or mechanics contained therein are not less
 than the applicable wage rates contained in any wage determination incorporated into the Contract;
 that the classifications set forth therein for each laborer or mechanic conform with the work he per-
 formed.

(3) That any apprentice employed in the above period is duly registered in a bona fide apprentice-
 ship program registered with the Bureau of Apprenticeship Training, U.S. Department of Labor.

NOTE—Fringe Benefits Statement and Signature Block are on reverse.

Form No. DC 2540-11

ATTACHMENT J.2.1
OFFER LETTER

Attachment J.2.1
[Contractors Letterhead]

[Insert Date]

University of the District of Columbia
4200 Connecticut Avenue, NW
Washington, DC 20008

Attn: Sherry Jones-Quashie

Reference: Request for Proposal – Design Build Renovation of the Bertie Backus Campus

Dear Ms. Quashie:

On behalf of [insert name of offeror], I am pleased to submit this proposal in response to the University of the District of Columbia's Request for Proposal (RFP) to provide Design Build Services for the Renovation of the Bertie Backus Campus. The Offeror has reviewed the RFP and the attachments thereto, any addenda thereto, any available design documents for the Project, and has conducted due diligence and analysis as the Offeror, in its sole judgement, has deemed necessary in order to submit its Proposal in response to the RFP. The Offeror's Phase I proposal, the Design Fee, the Design Build Fee, the General Conditions Budget and Phase II proposal for construction cost range.

Offeror's Proposal is as follows:

Phase 1 (Pre-Construction)

Design Fee \$ _____

Design-Builder Fee (profit and overhead) \$ _____

Design-Builder General Conditions \$ _____

Total \$ _____

Phase II Construction (Target GMP)

Construction Cost \$ _____ to \$ _____

Total Project Cost \$ _____

**ATTACHMENT J.2.6
SUMMARY EVALUATION OF DESIGN-BUILDER/PROVIDER
PAST PERFORMANCE**



**Office of Contracting
& Procurement**

Government of the
District of Columbia

SUMMARY EVALUATION OF CONTRACTOR/PROVIDER PAST PERFORMANCE

(Please Read The Attached Instructions Prior To Completing This Form.)

		1. CONTRACT NUMBER:	
2. Name of Contractor:	3. Contract Administrator/COTR:	4. CLASSIFICATION (Check boxes that apply)	
Name:	Name:	<input type="checkbox"/> a. Small Purchase <input type="checkbox"/> f. Intra-District <input type="checkbox"/> b. Contract Action <input type="checkbox"/> g. MCJ <input type="checkbox"/> c. DC Supply Schedule <input type="checkbox"/> h. COOP/Partee <input type="checkbox"/> d. Delivery Order <input type="checkbox"/> i. LSDBE <input type="checkbox"/> e. Fed Supply Schedule <input type="checkbox"/> j. Subcontract	
Address:	Address:	5. DATE OF AWARD:	
City: State:	City: State:		
Zip Code:	Zip Code:		
Telephone:	Telephone:		
Facsimile:	Facsimile:		
E-mail:	E-mail:		
Point of Contact:	Agency:		
6. CONTRACTOR TAX IDENTIFICATION NUMBER:	7. Contract Monitor:	8. COST ON DATE OF AWARD:	
	Name:		
	Address:		
	Telephone:		
	Facsimile:		
	Agency:		
	E-mail:		
9. CAPTION / DESCRIPTION:		10. FINAL CONTRACT COST:	

11. CONTRACT PERIOD: (Specify Month, Day, Year)	12. PERIOD OF PERFORMANCE EVALUATION REVIEW: (Specify Month, Day, Year)
From _____ To _____	From _____ To _____

13. Evaluate the Contractor's adherence to the specific contract requirements or Scope of Work.	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input type="checkbox"/>
14. Evaluate the quality of the Contractor's delivered item or final work product, or service.	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input type="checkbox"/>
15. Evaluate the timeliness and adherence to interim and final delivery requirements and milestones.	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input type="checkbox"/>
16. Evaluate the reliability of the Contractor.	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input type="checkbox"/>
17. Evaluate the effectiveness of the Contractor's service delivery and interaction.	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input type="checkbox"/>
18. Evaluate the accuracy, timeliness, and completeness of contractor's documentation.	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input type="checkbox"/>
19. Evaluate contractor's technical performance and approach to the contract.	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input type="checkbox"/>
20. Evaluate the ability of contractor to deliver or perform at the original price or budget.	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input type="checkbox"/>
21. Evaluate the effectiveness of Project Management. (Check only if applicable.)	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input type="checkbox"/>
Evaluate the Contractor's compliance with Safety Standards. (Check if Applicable) (Required for construction contracts.)	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input type="checkbox"/>
23. Evaluate the Contractor's compliance with Labor Standards. (Required for construction contracts.)	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input type="checkbox"/>
24. Evaluate Contractor's facility(ies) (Check only if applicable. Note each location, if more than one).	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input type="checkbox"/>
25. Provide an OVERALL PERFORMANCE EVALUATION RATING and add any additional comments. (Attach separate sheet if necessary.)	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input type="checkbox"/>

26. Evaluator	a. Name:	b. Signature:	c. Date	d. Comments:
▶				
27. Contracting Officer Review	a. Name:	b. Signature:	c. Date	d. Comments:
▶				

DISTRIBUTION (FOR OCP USE ONLY):

<input type="checkbox"/> a. Procurement File <input type="checkbox"/> b. Agency Chief Contracting Officer <input type="checkbox"/> c. Chief Procurement Officer (CPO) <input type="checkbox"/> d. OCP Headquarters (Quality Assurance)	<input type="checkbox"/> e. Contract Administrator/COTR) <input type="checkbox"/> f. Contract Monitor <input type="checkbox"/> g. Agency Director <input type="checkbox"/> h. Agency Program	<input type="checkbox"/> i. Agency Chief Financial Officer <input type="checkbox"/> j. D.C. Office of Inspector General <input type="checkbox"/> k. D.C. Office of Local Business Development <input type="checkbox"/> l. OTHER: _____
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INSTRUCTIONS

GENERAL INSTRUCTIONS:

1. This form shall be generated to rate the performance of any contractor, provider, or supplier of goods and services to the District of Columbia.
2. The performance shall be summarized in the comments blocks included on the front of this form by checking the appropriate rating block, and adding any additional comments.
3. If there is not enough space to provide additional comments, please provide the comments on a separate sheet and attach that sheet to the form.
4. Please complete and transmit the attached form to your Agency Chief Contracting Officer in the Office of Contracting and Procurement (OCP), no less than three (3) weeks from the date that a contract ends; or the final delivery and receipt of goods and services pursuant to a contract; or upon the specific request of a representative of the Office of Contracting and Procurement.
5. Please evaluate the performance of the contractor in each area requested checking the appropriate block on the performance evaluation form in accordance with the Rating Schedule listed below:

RATING SCHEDULE

- | | | |
|-----|-----------------------|---|
| (0) | UNSATISFACTORY | The performance was substandard, and does not meet most contractual requirements. The contractual performance contained serious compliance problems for which the contractor's corrective actions appear or were ineffective. |
| (1) | POOR | The performance was simply marginal, and just barely met the contractual requirements. There are, or were, deficiencies in the overall performance that the contractor needs to address. Generally, there were several concerns with the contractor's performance, quality and service. |
| (2) | SATISFACTORY | The performance acceptably meets or met the contractual requirements. The performance was timely, in compliance with the contractual requirements. Generally, there were a few minor difficulties or problems for which corrective action were undertaken by the contractor and were successful. |
| (3) | GOOD | The performance on this contract was more than satisfactory and exceeded some of the contractual requirements. The performance was more than timely and the quality of service above compliance with the requirement. Generally, there was good satisfaction and happiness with the contractor performance, quality, and service. |
| (4) | VERY GOOD | The performance met and exceeded most of the contractual requirements, to the benefit of the government, resulting in a high standard of quality, timeliness, and overall customer satisfaction. There were minimal difficulties with this contract for which all corrective actions undertaken by the contractor were met and fully implemented by the contractor. |
| (5) | OUTSTANDING | The performance of the contractor <i>ALWAYS</i> exceeds the contractual requirements, and was reflected by a continued pattern of an exceptional quality goods (or service, or work product); a continued pattern of advance delivery of goods or completion of services; a continued pattern of always performing at or below budget costs; and an unusual pattern of responsiveness to customer concerns; and an exceptionally high standard of demonstrated technical excellence. There were no contractor difficulties with this contract for which corrective action was required. |
6. A written, detailed narrative SHALL be provided to support and sustain all ratings of UNSATISFACTORY or OUTSTANDING. Please attach additional sheets, if needed.

SPECIFIC INSTRUCTIONS: (All items *MUST* be completed):

- | | |
|-----------|---|
| Block 1. | Insert the assigned, official contract number of the contract. |
| Block 2. | Enter the name, address, telephone and facsimile numbers, and the name of the point of contact of the contractor. |
| Block 3. | Enter the name, address, and telephone, facsimile and e-mail numbers of the Contract Administrator (CA) / Contracting Officer Technical Representative (COTR). |
| Block 4. | Enter the appropriate classification information on the contract, or purchase order. Check all that apply. |
| Block 5. | Enter the contract date of award. |
| Block 6. | Enter the contractor's federal tax identification number that is listed in or on the contract document. |
| Block 7. | Enter a brief statement proving a caption or description of the nature of the contract. |
| Block 8. | Enter the name, address, and telephone and tax numbers of the Contract Monitor, or person completing this evaluation, if other than the CA/COTR. |
| Block 9. | Enter the initial, or agreed upon, price of the contract as listed in the contract or purchase order, <u>exclusive</u> of all modifications. |
| Block 10. | Enter the final cost of the contract, or what has been, or will be paid to the contractor, <u>inclusive</u> of all approved cost modifications. |
| Block 11. | Enter the actual stated contract period of the contract that is listed on the front of the contract document. |
| Block 12. | Enter the specific period for which the performance evaluation is being completed if the specific period is less the total period of the contract. |
| Block 13. | This item is intended to determine whether the contractor met, or is meeting, the specific requirements outlined in the scope of work that is listed in the contract. |
| Block 14. | This item is intended to determine the quality of the contractor goods, service, or work performance. |
| Block 15. | This item is intended to obtain an indication of the timeliness of performance. Ask the question: Did the contractor deliver or perform on time? |
| Block 16. | This item is intended to assess whether the customer believes the contractor is reliable enough to be used again by the District. |
| Block 17. | This item addresses the extent to which the contractor met compliance requirements for labor standards and laws. |
| Block 18. | This item is intended to assess the contractor's consistency in submitting the complete documents for payment, and other administrative documents including compliance on obtaining adequate liability insurance coverage where that requirement is applicable. |
| Block 19. | This item is intended to ascertain whether the vendor demonstrated originality and resourcefulness in handling issues addressed in a more traditional manner. |
| Block 20. | This item is intended to evaluate the contractor complied with the stated, or negotiated, contract cost. |
| Block 21. | This item addresses the extent, effectiveness, and overall management capability of the contractor. (Primarily in service, consulting and construction contracts.) |
| Block 22. | This item addresses the extent to which the contractor met compliance requirements for a safe work site. (Primarily applicable in construction contracts.) |
| Block 23. | This item addresses the extent to which the contractor met compliance requirements for labor standards and laws. |
| Block 24. | This item is intended to evaluate whether the facilities that are provided by the contractor to the District met requirements, including whether the facilities were clean, and safe; and met all District housing and building code requirements, or had a Certificate of Occupancy, where applicable. |
| Block 25. | Provide an OVERALL PERFORMANCE RATING assessing on the contractor's performance. The rating must be consistent with the prior ratings. |
| Block 26. | The Evaluator completing this performance evaluation shall sign and enter the date of signature. |
| Block 27. | The Contracting Officer shall review, and shall sign and enter the date of signature. |

**ATTACHMENT J.2.7
SUBCONTRACTING PLAN**

SUBCONTRACTING PLAN

PRIME CONTRACTOR INFORMATION	
Company: _____ Street Address: _____ City & Zip Code: : _____ Phone Number: _____ Fax: _____ Email Address: _____	Solicitation Number: _____ Contractor's Tax ID Number: _____ Caption of Plan: _____ _____ _____
Project Name: _____ Address: _____ _____ Project Descriptions: _____ _____ _____	Duration of the Plan: From _____ to _____ Total Prime Contract Value: \$ _____ Amount of Contract (excluding the cost of materials, goods, supplies and equipment) \$ _____ Amount of all Subcontracts: \$ _____ LSDBE Total: \$ _____ equals _____ % <div style="display: flex; justify-content: space-between; width: 100%;"> LSDBE Subcontract Value Percentage Set Aside </div>

(List each subcontractor at any tier that will be awarded a subcontract to meet your total set aside goal.)

SUBCONTRACTOR INFORMATION (use continuation sheet for additional subcontractors)				
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier : _____ 1st, 2nd, 3rd LSDBE Certification Number: _____			Point of Contact: _____ Name (Print) Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
Certification Status: <input type="checkbox"/> SBE: <input type="checkbox"/> LBE: <input type="checkbox"/> DBE: <input type="checkbox"/> DZE: <input type="checkbox"/> ROB: <input type="checkbox"/> LRB: (check all that apply)				

CERTIFICATIONS

The prime contractor shall attach a notarized statement including the following:

- a. A description of the efforts the prime contractor will make to ensure that LBEs, DBEs, ROBs, SBEs, LRBs, or DZEs will have an equitable opportunity to compete for subcontracts;
- b. In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- c. Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- d. Listing of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and
- e. A description of the prime contractor's recent efforts to locate LBEs, DBEs, SBEs, DZEs, LRBs, and ROBs, and to award subcontracts to them.

PERSON PREPARING THE SUBCONTRACTING PLAN	
Name: _____ (Print) Telephone Number: () _____ - _____ Fax Number: () _____ - _____ Email Address: _____	Signature: _____ Title: _____ Date: _____

FOR CONTRACTING OFFICER USE ONLY

Date Plan Received by Contracting Officer: _____		
Report: <input type="checkbox"/> Acceptable <input type="checkbox"/> Not Acceptable	Contract Number: _____	
Name & Title of Contracting Officer: _____	Signature: _____	Date: _____

(SUBCONTRACTORS LIST CONTINUED)

(List each subcontractor that will be awarded a subcontract to meet your total set aside goal.)

SUBCONTRACTOR INFORMATION: (Use continuation sheet for additional subcontracts)				
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier: _____ <small>1st, 2nd, 3rd</small> LSDBE Certification Number: _____ Certification Status: <input type="checkbox"/> SBE: <input type="checkbox"/> LBE: <input type="checkbox"/> DBE: <input type="checkbox"/> DZE: <input type="checkbox"/> ROB: <input type="checkbox"/> LRB: <small>(check all that apply)</small>			Point of Contact: _____ <small>Name (Print)</small> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	

SUBCONTRACTOR INFORMATION				
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier: _____ <small>1st, 2nd, 3rd</small> LSDBE Certification Number: _____ Certification Status: <input type="checkbox"/> SBE: <input type="checkbox"/> LBE: <input type="checkbox"/> DBE: <input type="checkbox"/> DZE: <input type="checkbox"/> ROB: <input type="checkbox"/> LRB: <small>(check all that apply)</small>			Point of Contact: _____ <small>Name (Print)</small> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	

SUBCONTRACTOR INFORMATION				
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier: _____ <small>1st, 2nd, 3rd</small> LSDBE Certification Number: _____ Certification Status: <input type="checkbox"/> SBE: <input type="checkbox"/> LBE: <input type="checkbox"/> DBE: <input type="checkbox"/> DZE: <input type="checkbox"/> ROB: <input type="checkbox"/> LRB: <small>(check all that apply)</small>			Point of Contact: _____ <small>Name (Print)</small> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	

SUBCONTRACTOR INFORMATION				
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier: _____ <small>1st, 2nd, 3rd</small> LSDBE Certification Number: _____ Certification Status: <input type="checkbox"/> SBE: <input type="checkbox"/> LBE: <input type="checkbox"/> DBE: <input type="checkbox"/> DZE: <input type="checkbox"/> ROB: <input type="checkbox"/> LRB: <small>(check all that apply)</small>			Point of Contact: _____ <small>Name (Print)</small> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	

SUBCONTRACTOR INFORMATION				
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier: _____ <small>1st, 2nd, 3rd</small> LSDBE Certification Number: _____ Certification Status: <input type="checkbox"/> SBE: <input type="checkbox"/> LBE: <input type="checkbox"/> DBE: <input type="checkbox"/> DZE: <input type="checkbox"/> ROB: <input type="checkbox"/> LRB: <small>(check all that apply)</small>			Point of Contact: _____ <small>Name (Print)</small> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	

ATTACHMENT J.2.8
CONSTRUCTION COST/PRICE BREAKDOWN FORM – DIVISION 33

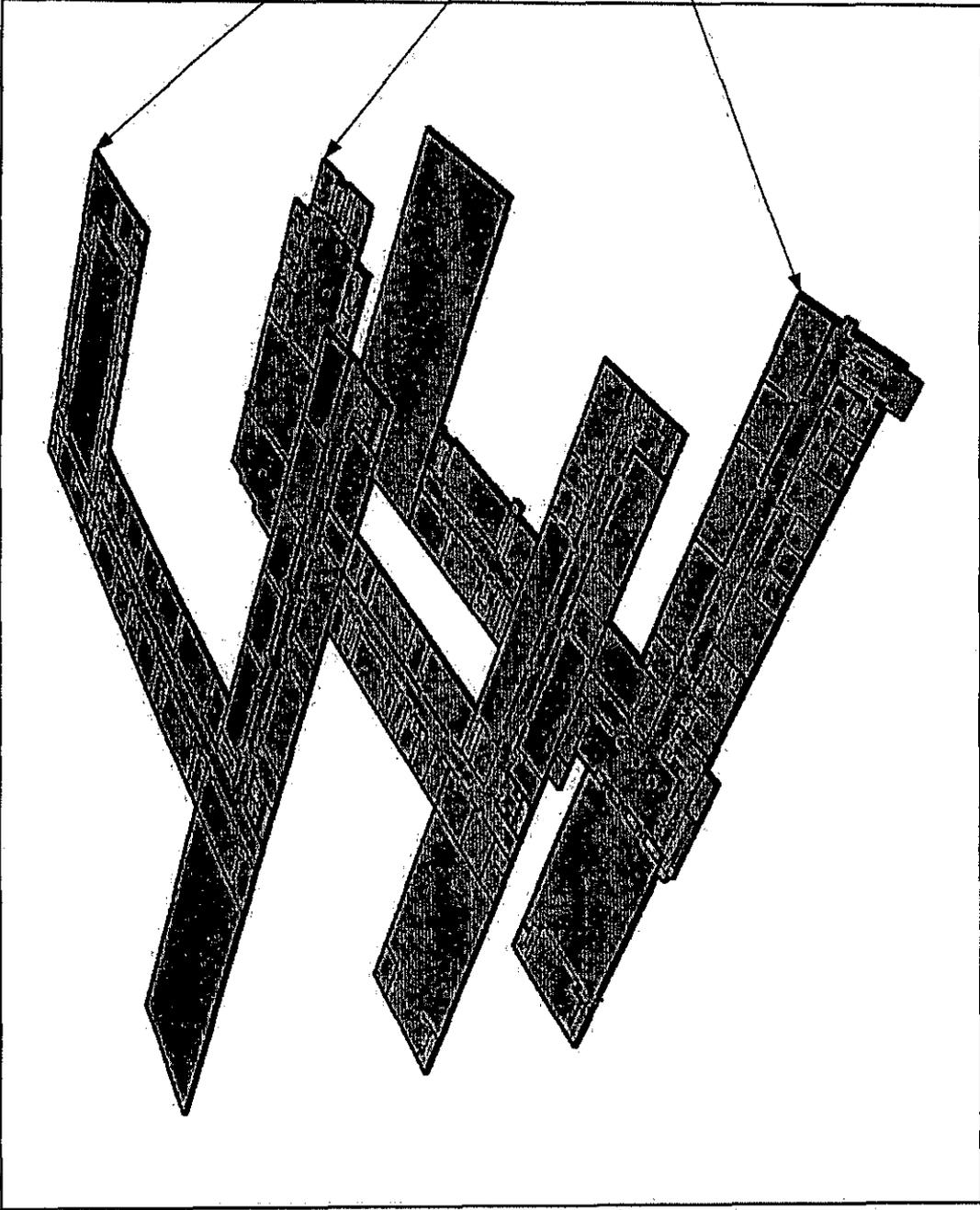
CONSTRUCTION COST/PRICE BREAKDOWN FORM

The Proposer must complete this breakdown of cost/prices and submit it with its proposal.

DIVISION NO. *	DESCRIPTION	TOTAL COST/ PRICE BREAKDOWN
Div. 01	General Requirements	.....
Div. 02	Existing Conditions.	.....
Div. 03	Concrete	.....
Div. 04	Masonry	.....
Div. 05	Metals	.....
Div. 06	Wood, Plastic, & Composites	.....
Div. 07	Thermal and Moisture Protection	.....
Div. 08	Openings	.....
Div. 09	Finishes	.....
Div. 10	Specialties	.....
Div. 11	Equipment	.....
Div. 12	Furnishings	.....
Div. 13	Special Construction	.....
Div. 14	Conveying Systems	.....
Div. 21	Fire Suppression	.....
Div. 22	Plumbing	.....
Div.23	Heating, Ventilating & Air Conditioning	.....
Div. 26	Electrical	.....
Div.31	Earthwork	.....
Div.32	Exterior Improvements	.....
Div.33	Utilities	.....
	Lump Sum Construction Cost	.....

* DIVISION means a discrete component of the work for which a separate price is requested. The "Total Cost/Price Breakdown" is the sum total of all components, and must equal the Lump Sum Construction Cost.

ATTACHMENT J.1.3
PHASE 1 BUILDING LAYOUT – BERTIE BACKUS FACILITY



CCDC Level

PCS Level

CCDC Level

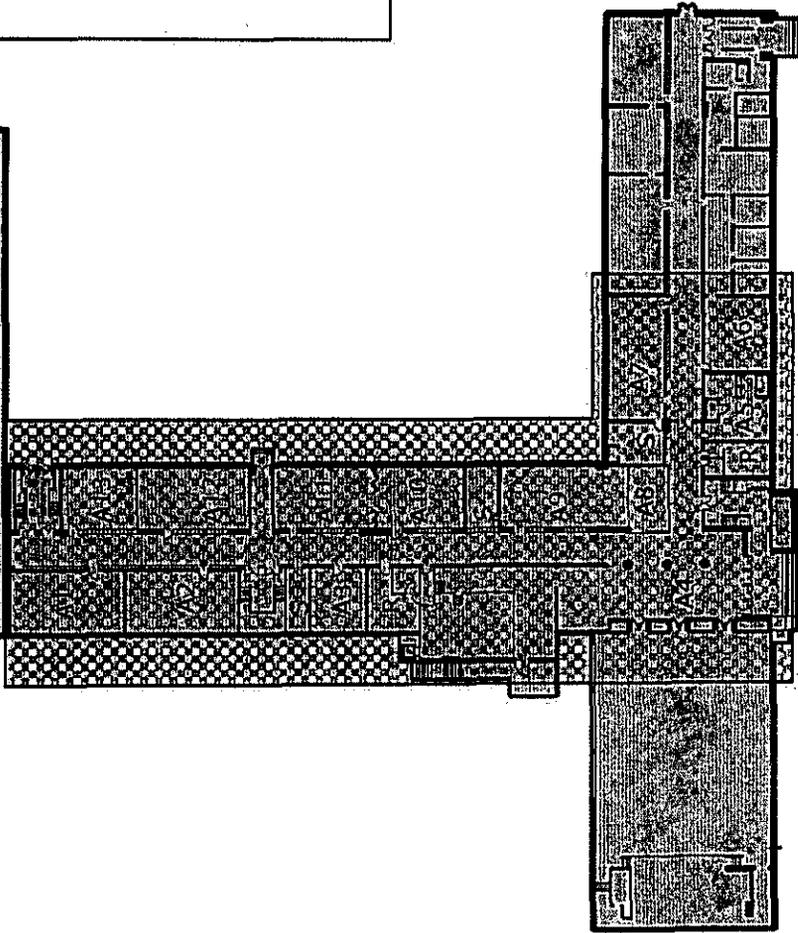
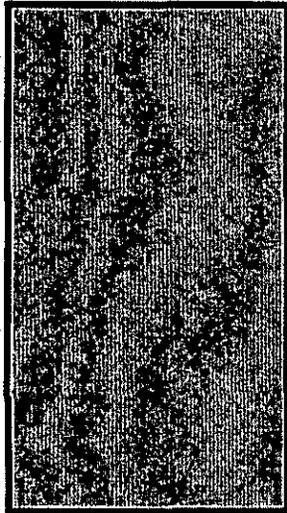
Stacking Plan

Date Issues: 03.10.10
 Drwn By: ELT
 Date Due: 08.20.10

CCDC at the Bertie Backus Campus
 Phase I - Fall 2010 Occupancy
 Design/Build to renovate 40K SqFt of an
 existing building at 5171 S. Dakota Ave., NE



University of the District of Columbia
 Facilities & Real Estate - Capital Construction Office



- CCDC Level 1**
- Entry Lobby
 - Office Suite
 - 9 Classrooms
 - 3 Storage Areas
 - 2 Restrooms

Level A

CCDC at the Bertie Backus Campus
 Phase I - Fall 2010 Occupancy
 Design/Build to renovate 40K SqFt of an
 existing building at 5171 S. Dakota Ave., NE

Date Issues: 03.10.10
 Drwn By: ELT
 Date Due: 08.20.10



University of the District of Columbia
 Facilities & Real Estate - Capital Construction Office

PCS Level
 -Entry Lobby
 -Office Area
 -9 Classrooms
 -5 Storage Areas
 -4 Restrooms

Level B

Date Issues: 03.10.10

Drawn By: ELT

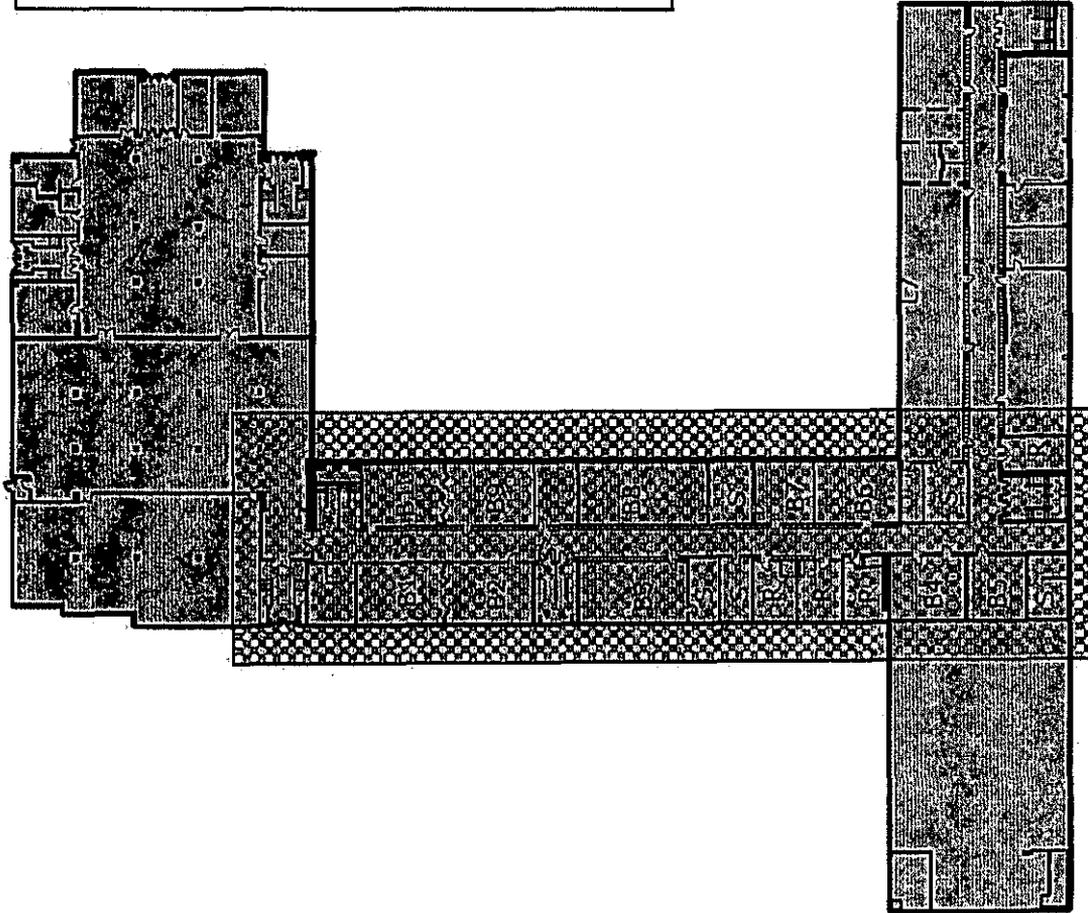
Date Due: 08.20.10

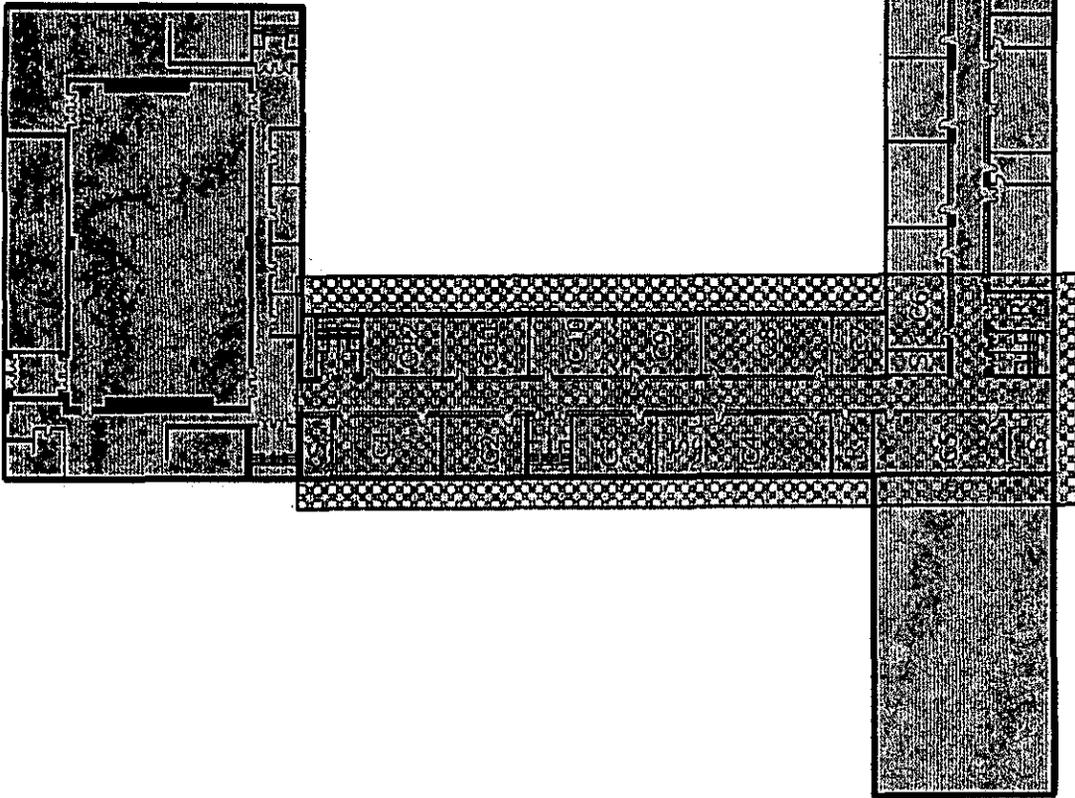
CCDC: at the Bertie Backus Campus
 Phase I - Fall 2010 Occupancy

Design/Build to renovate 45K SqFt of an
 existing building at 5171 S. Dakota Ave., NE



University of the District of Columbia
 Facilities & Real Estate - Capital Construction Office





CCDC Level 2
 -Entry Lobby
 -Office Suite
 -11 Classrooms
 -4 Storage Areas
 -2 Restrooms

Level C

CCDC at the Bertie Backus Campus
 Phase I - Fall 2010 Occupancy
 Design/Build to renovate 45K SqFt of an
 existing building at 5171 S. Dakota Ave., NE



University of the District of Columbia
 Facilities & Real Estate - Capital Construction Office

Date Issues: 03.10.10
 Drwn By: ELT
 Date Due: 08.20.10

ATTACHMENT J.1.4
GENERAL DECISION NUMBER DC20080004 DATED 3/12/2010

General Decision Number: DC100004 03/12/2010 DC4

Superseded General Decision Number: DC20080004

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

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

Modification Number Publication Date
 0 03/12/2010

ASBE0024-007 10/01/2008

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 29.18	14.18

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

 ASBE0024-008 10/01/2008

	Rates	Fringes
ASBESTOS WORKER: HAZARDOUS MATERIAL HANDLER (REMOVAL FROM MECHANICAL SYSTEMS, WHICH WILL NOT BE REPLACED OR SCRAPPED).....	\$ 17.85	6.60

 BRDC0001-002 05/04/2009

	Rates	Fringes
BRICKLAYER.....	\$ 26.31	7.11

 CARP0132-008 05/01/2009

	Rates	Fringes
CARPENTER, Including Drywall Hanging, Formsetting and Carpet/Soft Floor Laying.....	\$ 26.38	7.00
PILEDRIVERMAN.....	\$ 24.48	7.70

 CARE1831-002 04/01/2009

	Rates	Fringes
MILLWRIGHT.....	\$ 29.39	6.55

 ELEC0026-016 06/01/2009

	Rates	Fringes
ELECTRICIAN, Including HVAC Temperature Control Installation.....	\$ 37.60	12.28+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Jr.'s Birthday, Inauguration Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day or days designated as legal holidays by the Federal Government.

ELEC0026-017 09/01/2008

	Rates	Fringes
ELECTRICIAN: COMMUNICATION TECHNICIAN.....	\$ 24.25	3%+6.87

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

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

ELEV0010-001 01/01/2010

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 37.30	20.035+a+b

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

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

IRON0005-005 06/01/2009

	Rates	Fringes
IRONWORKER, ORNAMENTAL AND STRUCTURAL.....	\$ 28.83	13.295

 IRON0201-006 05/01/2009

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 25.20	14.33

 LABO0657-015 06/01/2009

	Rates	Fringes
LABORER: Skilled.....	\$ 20.22	5.25

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

 MARB0002-004 05/01/2009

	Rates	Fringes
MARBLE/STONE MASON.....	\$ 32.63	12.99

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

 MARB0003-006 05/01/2009

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 26.04	9.09

 MARB0003-007 05/01/2009

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 20.48	8.19

 MARB0003-008 05/01/2009

	Rates	Fringes
TILE SETTER.....	\$ 25.29	9.09

MARB0003-009 05/01/2009

	Rates	Fringes
TILE FINISHER.....	\$ 20.48	8.19

PAIN0051-014 06/01/2008

	Rates	Fringes
GLAZIER		
Contracts \$2 million and under.....	\$ 25.12	7.46
Contracts over \$2 million....	\$ 27.84	7.46

PAIN0051-015 06/01/2009

	Rates	Fringes
PAINTER		
Brush, Roller, Spray and Drywall Finisher.....	\$ 24.64	7.86

PLAS0891-005 07/01/2009

	Rates	Fringes
PLASTERER.....	\$ 27.00	5.82

PLAS0891-006 05/01/2008

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 27.15	6.47

PLAS0891-007 07/01/2008

	Rates	Fringes
FIREPROOFER		
Handler.....	\$ 11.50	3.93
Mixer/Pump.....	\$ 14.00	3.93
Sprayer.....	\$ 19.00	3.93

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

PLUM0005-008 08/01/2009

	Rates	Fringes
PLUMBER		

Apartment Buildings over 4 stories (except hotels).....\$ 22.66 9.36+a
 ALL Other Work.....\$ 37.67 14.69+a

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

 PLUM0602-008 08/01/2009

	Rates	Fringes
PIPEFITTER, Including HVAC Pipe Installation.....	\$ 36.87	15.47+a

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

 ROOF0030-016 05/01/2009

	Rates	Fringes
ROOFER.....	\$ 25.80	8.26

 SFDC0669-002 01/01/2010

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 30.45	16.35

 * SHEE0100-015 01/01/2010

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 34.04	12.76

 SUDC2009-003 05/19/2009

	Rates	Fringes
LABORER: Common or General.....	\$ 13.04	2.80
LABORER: Mason Tender - Cement/Concrete.....	\$ 15.40	2.85

LABORER: Mason Tender for pointing, caulking, cleaning of existing masonry, brick, stone and cement structures (restoration work); excludes pointing, caulking and cleaning of new or replacement masonry, brick, stone and cement.....\$ 11.67

POINTER, CAULKER, CLEANER:
 Includes pointing, caulking,
 cleaning of existing masonry,
 brick, stone and cement
 structures (restoration
 work); excludes pointing,
 caulking, cleaning of new or
 replacement
 masonry, brick, stone or
 cement.....\$ 18.88

WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.

Unlisted classifications needed for work not included within
 the scope of the
 classifications listed may be added after award only as
 provided in the labor
 standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates
 listed under the
 identifier do not reflect collectively bargained wage and
 fringe benefit
 rates. Other designations indicate unions whose rates have
 been determined
 to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

in 2.) and
3.) should be followed.

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

Wage Determinations. Write to:

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

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

Write to:

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

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

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

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

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

END OF GENERAL DECISION

ATTACHMENT J.1.5
DC OFFICE OF THE CHIEF TECHNOLOGY OFFICER (OCTO)
VOICE AND DATA INFRASTRUCTURE CABLE
INSTALLATION SPECIFICATIONS

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Project: Voice and Data Infrastructure
Cable Installation

BLANKET STATEMENT OF WORK

I. Project Description

As part of an effort to insure the District of Columbia government's physical infrastructure for voice and data telecommunications meets or exceeds industry-wide standards and specifications, the Office of the Chief Technology Officer (OCTO) has determined the minimum technical requirements for voice and data cabling used by all District Government agencies. As authorized by District of Columbia Municipal Regulations (DCMR) (1-1402), the OCTO provides telecommunications oversight for all agencies within the District government and acts as an agent for various District agencies in securing a compliant, high-performance voice and data network structured cabling systems. The OCTO works with individual agencies to determine their requirements; assists in the preparation an agency specific Statements of Work (SOW); reviews quotations, inspects the work of various contractors and recommends the acceptance or rejection of the effort. As the authorizing agent, OCTO is not responsible for any changes to the initial scope of the task or project once a contractor quotation has been accepted. The OCTO shall not be held responsible for any activity increasing the scope of effort unless specifically requested in writing from the OCTO. Deviations from the requirements of this Statement of Work must be issued on agency letterhead and countersigned by a responsible OCTO representative.

PURPOSE: This document details the minimum services and practices the Contractor shall provide the District Government as part of their proposal for the installation of voice and/or data cabling infrastructure. The requirements in this Blanket Statement of Work shall be incorporated in any proposal, contract, Blanket Purchase Agreement or task order to perform voice or data infrastructure cabling for the Government of the District of Columbia.

UNDERSTANDING OF THE TECHNICAL REQUIREMENTS: The Chief Technology Officer (CTO) desires to maximize the utilization of any existing cabling system that is compliant with current ANSI/TIA/EIA specifications and recommendations for voice or LAN cabling. The Contractor shall dedicate the time and resources necessary to develop a thorough understanding of the technical requirements for this request and the business goals of the agency, the CTO and the District government. The Contractor shall meet or exceed these requirements, as specified. The Contractor must understand that a standardized, intelligent distribution network allowing efficient and effective centralized management must be in place as the foundation for our strategic plan. The technical design and cable components used in our communications infrastructure are straightforward in design. The infrastructure is based on proven state-of-the-art industry-standard techniques and technologies.

DEFINITIONS: For the purposes of this Statement of Work, the following additional definitions shall apply.

ACP – Association of Cabling Professionals. A telecommunications body serving the cabling and building industries that develops standardized installation practices.

Voice and Data Cabling Blanket Statement of Work

ANSI – American National Standards Institute. The administrator and coordinator for the United States private sector voluntary standardization system.

BICSI – Building Industry Consulting Services International. An international telecommunications body serving the building industry that develops standardized installation practices. The Telecommunications Distribution Design Manual (TDMM) published by BICSI is used as the reference for the installation practices for telephone and data cabling. All references to the BICSI TDMM refer to the current edition.

CENELEC – European Committee for Electrotechnical Standardization. The administrator and coordinator for the European private sector voluntary standardization system.

CSA – Canadian Standards Association. A Canadian testing and certification agency comparable in function to the Underwriter's Laboratories.

CTO – Chief Technology Officer. The CTO has oversight and approval of all technology projects conducted within the District of Columbia as prescribed by District law.

ECMA – European Computer Manufacturer's Association – An international industry association that promulgates and publishes industry-wide standards insuring compatibility between devices and systems.

EIA/TIA – Electronic Industries Association, Telephone Industries Association. Electronic and telephone industry associations that promulgate and publish industry-wide standards insuring compatibility between devices and systems.

ETL – Electrical Testing Laboratories. An independent testing laboratory that provides product testing and certification.

IDC – Insulation Displacement Contact

IEEE – Institute of Electrical and Electronics Engineers, Inc. An international organization that is responsible for promulgating and publishing minimum standards insuring compatibility between devices and systems.

FCC – Federal Communications Commission. The US Government agency having the power to regulate all electrical communications systems originating in the United States including radio, television facsimile, telegraph, telephone and cable systems.

ISO – International Organization for Standardization. An international organization with the responsibility for developing, promulgating and publishing international standards that relate to health, safety and practices.

NEMA – National Electrical Manufacturers Association. An industry association with the responsibility for developing, promulgating and publishing standards that relate to health, safety and practices.

NFPA 70 NEC – National Fire Protection Association, National Electrical Code. A nationally recognized code containing provisions that detail the practical safeguarding of persons and property from hazards relating to the use of electricity. All references to the NEC refer to the current edition.

OCTO – Office of the Chief Technology Officer. See CTO.

Outside Plant (OSP) – Cable and equipment designed for exposure to the elements or burial without enclosing in conduit or other protective sheathing.

TIA/EIA – See EIA/TIA.

Voice and Data Cabling Blanket Statement of Work

UL – Underwriter's Laboratories. A non-profit corporation established to maintain and operate laboratories for the examination and testing of devices, systems and materials to determine their relation to hazards to life and property.

WAO – Work Area Outlet. The outlet at which horizontal cabling is terminated at the user's workstation location. A WAO may be located in a floor, wall or systems furniture space.

II. GENERAL SCOPE OF WORK ITEMS

1. Provide support for the general objectives of this scope of work:
 - (a) The Contractor shall provide an industry-standard and compliant, high-performance structured cabling system design that meets or exceeds all current standards and accommodates multi-media applications. The resulting design shall utilize any existing and compliant Category 3 and 5 legacy cabling systems and equipment whenever possible. The Contractor's site survey and this Blanket Statement of Work shall form the basis for the Contractor's quotation. The Contractor shall install, test and certify the structured cabling infrastructure to support the agency and CTO requirements on a firm fixed-price (FFP) basis.
 - (b) The Contractor shall perform a physical site survey for each specified site and provide the requesting agency and the CTO with a detailed infrastructure design and installation plan that incorporates and maximizes the use of any existing compliant cable infrastructure. The plan shall indicate the number and types of cables proposed, recommended outlet locations and contain a project Gantt chart with applicable tasks, work breakdown structure, milestones showing completion dates and other logic leading to a successful project prior to beginning the cabling effort.
 - (c) The Contractor shall remove any existing telecommunications cabling in any space that is either abandoned or displaced as a result of the installation of new telecommunications infrastructure under this Statement of Work.
 - (d) Material and work specified herein shall comply with the applicable requirements of:
 - a. ANSI/ICEA S-80-576
 - b. ANSI/ICEA S-83-596-1994
 - c. ANSI/ICEA S-87-640-2000
 - d. ANSI/TIA/EIA - 26-7-1998
 - e. ANSI/TIA/EIA - 455-A-1991
 - f. ANSI/TIA/EIA - 455-1.07
 - g. ANSI/TIA/EIA - 455-50B
 - h. ANSI/TIA/EIA - 525-14-A
 - i. ANSI/TIA/EIA - 526-7-1998
 - j. ANSI/TIA/EIA - 526-14-A-1998
 - k. ANSI/TIA/EIA - 568
 - l. ANSI/TIA/EIA - 569
 - m. ANIS/TIA/EIA - 570
 - n. ANSI/TIA/EIA - 598-A-1955
 - o. ANSI/TIA/EIA - 604-3-1997
 - p. ANSI/TIA/EIA - 606
 - q. ANSI/TIA/EIA - 607

Voice and Data Cabling Blanket Statement of Work

- r. BICSI Telecommunications Distribution Methods Manual (BICSI TDMM)
 - s. CENELEC – EN 50173
 - t. CTO Standards and Practices
 - u. District Regulation
 - v. FCC 47 CFR 68
 - w. IEEE 802.3ab
 - x. ICEA S-90-661
 - y. ISO – 11801
 - z. NEMA WC-63.1-2000
 - aa. NEMA – 250
 - bb. CTO Standards and Practices
- (e) All active equipment attached to the public switched telephone network (PSTN) shall be tested, accepted and registered by the Federal Communications Commission in accordance with the Commission's rules and regulations as published in 47 CFR 68.
- (f) All cable and equipment shall be installed in a neat and workmanlike manner. All methods of installation and construction that are not specifically described or indicated by standard or practice shall be subject to the control and approval of the OCTO or OCTO's representative.
- (g) The Contractor is responsible for obtaining any and all necessary permits and licenses to install wire and cabling within District owned or leased spaces.
- (h) **Order of Precedence:** The installation and workmanship standards and practices of the District's Electrical Code, NEC, ANSI/TIA/EIA Standards and then the BICSI TDMM shall have precedence in the event of conflict. The Department of Consumer and Regulatory Affairs and the District Fire Marshal shall arbitrate all disputes regarding materials and/or the interpretation of installation standards and practices. Their decisions shall be binding on all parties.
- (i) All cable runs shall follow normal building hallways and be installed either parallel to or orthogonal from building exterior walls. The Contractor shall use BICSI or Manufacturer's certified installers and provide the CTO with a manufacturer's warranted cabling system. All voice and data cabling systems installed under this Statement of Work shall carry a minimum of a 10 year warranty against failure due to materials or workmanship:
- (j) The Contractor's installers shall have completed a minimum of 10 classroom hours or have accumulated 6 BICSI continuing education credits of copper and fiber optic cable installation training. The District recognizes only courses qualifying for continuing education credit or credit toward obtaining and/or renewing a BICSI Registered Communications Distribution Designer or BICSI Registered Installer designation. The Contractor shall provide copies of certificates of training on all personnel used on District projects upon request by the District.
- (k) All Contractor personnel shall be readily identifiable through either uniform dress or identification badges. Identifying dress or identification badges shall be plainly visible at all times while on Government sites.
- (l) The Contractor is responsible for maintaining a neat and clean work area. The Contractor shall remove and dispose of all trash and debris at the end of each

Voice and Data Cabling Blanket Statement of Work

work period. The contractor is responsible for removal of all trash and debris from the work site. The use of government trash receptacles or trash removal facilities is prohibited unless specifically approved in writing by the agency.

- (m) All ceiling tiles or access panels opened for the purpose of installing telecommunications cabling shall be closed at the end of each work period. The Contractor shall protect all desks and furnishings by protective coverings when working in occupied areas. The Contractor shall replace, at the Contractor's expense, any ceiling tile, access panel or other fixture damaged by Contractor personnel during the execution of this Statement of Work. The Contractor shall, at the end of each work period, remove any debris dislodged from opening and closing access panels and ceiling tiles from all surfaces, including floors before departing the facility.
- (n) Collect and document project constraints, for cost, schedule and quality. Support analysis with graphical drawings, charts and other presentation instruments. Obtain approval from the District.
- (o) Provide project management, administrative management and administrative support necessary for the work hereunder. This support shall be provided at no cost to the District, unless the District specifically pre-approves assignment of personnel dedicated to such tasks.
- (p) Provide, and obtain approval for, a detailed project plan the Contractor will be responsible for following. The plan will show, item-by-item, how Contractor proposes to comply with the general and detailed scope of work items identified herein.
- (q) Submit for approval a timeline schedule for performance of the work. The default format is MS Project 98. The timeline shall contain activity logic.
- (r) Provide the baseline and updates of the schedule in printed and electronic form.
- (s) Continuously communicate status of the work relative to the approved schedule.
- (t) Provide schedule status information to the District when requested.
- (u) Every two weeks provide an updated, statused schedule for Contractor's work.
- (v) In order to provide quality control of Contractor's work, develop, obtain approval for, and execute a quality control plan.
- (w) Provide periodic quality control oversight supervision of the work in this contract, by senior management personnel who are not involved in the day-to-day execution of the work hereunder. Report findings to the District manager, with proposed actions. Provide this service at least every two weeks.
- (x) Provide District management timely information regarding possible problems and proposed action required to mitigate such problems.
- (y) Prepare and present monthly reports, throughout the performance of Contractor work, setting out current and upcoming activities, decisions required and issues of concern. Timely, complete and satisfactory provision by Contractor to District of such reports shall be a condition precedent to payment of Contractor.
- (z) Provide reporting and communications in copies and form requested by designated District manager.

The Contractor shall designate one person to be responsible for carrying out the Contractor's obligation under this Article.

The Contractor shall maintain an accurate record of all accidents resulting in death, injury, occupational disease, and/or damage to property, materials, supplies, and equipment incident to work performed under the Contract. Copies of these reports shall be furnished to the Contracting Officer within two working days after occurrence.

The Contracting Officer will notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

This Article is applicable to all subcontractors used under the Contract and compliance with these provisions by the subcontractors will be the responsibility of the Contractor.

(In Contracts involving work of short duration or of non-hazardous character, the following Section B. will be deleted by Special Provision)

B. CONTRACTOR'S PROGRAM SUBMISSION—Prior to commencement of the work, the Contractor shall:

1. Submit in writing to the Contracting Officer for his approval his program for complying with this Article for accident prevention.
2. Meet with the Contracting Officer's Safety Representative after submission of the above program to develop a mutual understanding relative to the administration of the overall safety program.

ARTICLE 28. RETENTION OF RECORDS—Unless otherwise provided in the Contract, or by applicable statute, the Contractor, from the effective date of Contract completion and for a period of three years after final settlement under the Contract, shall preserve and make available to the District at all reasonable times at the office of the Contractor but without direct charge to the District, all his books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under the Contract.

Voice and Data Cabling Blanket Statement of Work

- (e) Cable pair twist shall be maintained up to the IDC, terminating all conductors adjacent to its pair mate to better maintain pair characteristics designed by the cable manufacturer. Jacks shall be installed to provide minimal signal impairment by preserving wire pair twists as close as possible to the point of mechanical termination. The amount of untwisting in a pair as a result of termination to the jack IDC shall be no greater 0.5 inches (13 mm). The maximum amount of cable pair that shall be exposed from the cable jacket or sheath shall be 1 inch (25 mm).
- (f) Category 5(e) cable shall be certified as having a maximum delay skew for all pairs of 25 ns or less.
- (g) The primary data cable shall terminate on a Cat 5(e) IDC jack that is orange in color or identified with an orange icon/bezel at the WAO.
- (h) The primary voice cable shall terminate on a Cat 5(e) IDC jack that is office blue in color or identified with a blue icon/bezel at the WAO.
- (i) The swing cable shall terminate on a Cat 5(e) IDC jack that is office white in color or identified with a white icon/bezel at the WAO.
- (j) Voice cables may be terminated on Category 5/5(e) 110-style IDC blocks or Category 5(e) patch panels at the telecommunications closet.
- (k) All cable shall be tested and certified as exceeding the ANSI/EIA/TIA – 568 – A – 5 and TIA TSB-67 "TRANSMISSION PERFORMANCE SPECIFICATIONS FOR FIELD TESTING OF UNSHIELDED TWISTED-PAIR CABLING SYSTEMS" Level II requirements for basic link.

B. Riser Cable

- 1) Riser cable is defined as multi-pair cable having more than 4 pairs of 22 AWG to 24 AWG solid conductors with a thermoplastic insulating cover. The conductors are assembled into binder groups of 25 pairs that adhere to ANSI/ICEA S-80-576 color code.
- 2) Riser cable shall be designated as type CMR or CMP.
- 3) Riser cable used for voice communications shall be UL or ETL verified to meet all requirements of ANSI/TIA/EIA 568-B.2 Category 3.
- 4) Riser cable shall only be terminated on type 66 or type 110 blocks.

C. Backbone Cable

- 1) Backbone cable is defined as multi-pair cable to support inter-closet data links, cross-connect links between switch and hub equipment and patch panels as well as zone distribution cabling between wiring closets and multiple work area transition points.
- 2) Backbone cable used as risers shall be designated as type CMR.
- 3) Backbone cable used in horizontal configurations including zone cabling shall be designated as type CMP.
- 4) Backbone cable shall be UL or ETL verified to meet all requirements of TIA/EIA 568-B.2

Voice and Data Cabling Blanket Statement of Work

5) Backbone cables shall not exceed the distances shown:

Maximum Backbone Distance			
Media Type	Main to Horizontal Cross Connect	Main to Intermediate Cross Connect	Intermediate to Horizontal Cross Connect
Copper (Voice)	800 m (2,624 ft)	500 m (1640 ft)	300 m (984 ft)
Multimode Fiber	2000 m (6560 ft)	1700 m (5575 ft)	300 m (984 ft)
Singlemode Fiber	3000 m (9840 ft)	2700 m (8855 ft)	300 m (984 ft)

D. Fiber Optic Cabling

1) All fiber optic cable shall meet the following transmission specifications:

Cable Type	Cable Type Wavelength (nm)	Maximum Attenuation (db/km)	Minimum Transmission Capacity (MHz* km)
50/125 micron multimode	850	3.5	500
	1300	1.5	500
62.5/125 micron multimode	850	3.5	160
	1300	1.5	500
Singlemode inside plant	1310	1.0	N/A
	1550	1.0	N/A
Singlemode outside plant	1310	1.0	N/A
	1550	1.0	N/A

NOTE: The manufacturer's documentation on the fiber's performance can be used to demonstrate compliance with the above performance requirements.

- 2) Fiber optic cables may be used in lieu of copper cables for horizontal distribution designs, zone distribution designs, vertical (riser) cable and campus-wide outside plant (OSP) designs.
- 3) Outside plant optical fiber shall have a water block construction and meet the requirements for compound flow and water penetration. OSP cable shall have a pull strength of 2,670 Newtons (600 lbf).

Voice and Data Cabling Blanket Statement of Work

- 4) Outside plant optical fiber cable shall support a bend radius of 10 times its diameter under no load (on reel), and 20 times the outside diameter the outside diameter when subject to the cable's rated load limit.
- 5) Fiber optic cables will be terminated using 568SC connectors as the primary connector type. Secondly, LC style connectors, thirdly, MT-RJ connectors may be used if specified. In some instances, ST style connectors may be used providing the connector body is stainless steel and the ferrule is ceramic or zirconium. No other connectors may be used without a written exemption from the Director of Telecommunications, DC Government.
- 6) Multimode connectors shall be identified with a beige coloring of the housing or boot.
- 7) Singlemode connectors shall be identified with a blue coloring of the housing or boot.
- 8) Centralized cable designs joining horizontal cables to intrabuilding backbone cables shall:
 - a. Use re-mateable connectors or splices;
 - b. Allow mating in single or duplex fashion while managing fiber in pairs;
 - c. Provide a method of identifying each position;
 - d. Allow for the addition or deletion of connections;
 - e. Provide a method to convert from an interconnection or splice to a cross-connect;
 - f. Provide an access point for testing purposes;
 - g. Provide storage for non-connected fibers; and,
 - h. Provide adequate protection for the adapters, connectors, splices and cables.
- 9) Fiber Termination Units may be rack or wall mounted. Fiber termination units, including patch panels, shall:
 - i. Cross-connect using patch cords;
 - j. Interconnect premises equipment to either horizontal or backbone fiber cabling;
 - k. Use standard colors to identify fiber groups as per ANSI/TIA/EIA - 606;
 - l. Use standard colors to identify individual fibers as per ANSI/TIA/EIA - 606;
 - m. Provide a means to access and test fiber optic cabling and premises equipment;
 - n. Handle optical fibers and patch cords in a managed fashion; and,
 - o. Protect fiber cabling, adapters and connectors.
- 10) Fiber optic splices shall exhibit a loss not greater than 0.3 dB when measured as per ANSI/TIA/EIA - 455 - 34.
- 11) Fiber optic patch cords shall be duplex in nature and identified in such a manner that one connector is marked "A" and one connector is marked "B". The connector at the opposite end of the patch cord will have the labeling reversed.
- 12) All optical fiber shall be tested end-to-end using an optical source and light meter. The test results will be documented for each individual strand with the source and meter at both ends of the strand under test. Additional testing using

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an Optical Time Domain Reflectometer (OTDR) shall be available when requested.

E. Work Area Outlets

- 13) Provide jacks designed for 100 Ohm UTP cable terminations and are CENELEC EN 50173 compliant;
- 14) Provide jacks that are UL VERIFIED for TIA/EIA category 5(e) electrical performance and UL LISTED 1863 and CSA certified;
- 15) Ensure all jacks are compatible with EIA/TIA 606 color code labeling; and
- 16) Purchase only jacks that are manufactured by an ISO 9002 Registered Manufacturer. The manufacturer's jacks shall:
 - p. exhibit a delay skew of less than 1.25 ns and a propagation delay of less than 5 ns.
 - q. be an individually constructed unit and shall snap mount in an industry standard keystone opening (.760" x .580").
 - r. be independently tested by a third party to deliver proof the product will support Gigabit transmission in accordance with EIA/TIA 568-B and the IEEE 802.3AB standard. These tests must verify full component compliance set forth in the EIA/TIA 568-B specifications.
 - s. utilize multi-layer printed circuit board (PCB) technology and incorporated a signal cancellation/coupling design. Modular jack contact wires shall be formed flat for increased surface contact with mated plugs. Modular jack contacts shall be constructed of Beryllium copper for maximum spring force and resilience. Contact Plating shall be a minimum of 50 micro inches of hard gold in the contact area over 50 micro-inches of nickel.
 - t. have a designation indicating C5e Plus on the nose that can be plainly seen from the front of the faceplate.
 - u. fully encase and protect printed circuit boards and IDC fields.
 - v. utilize a paired punch down sequence.
 - w. The preferred vendor is Hubbell Premise Wiring.
- 17) Jacks shall be installed such that cables terminated to the jacks maintain minimum bend radius of at least 4 times (1" or 25 mm.) the cable diameter into the workstation outlet. Cables shall be terminated on jacks such that there is no tension on the conductors in the termination contacts.
- 18) The termination pattern shall be T568A.
- 19) WAOs shall be mounted to or in single-gang plates, double-gang plates or type 106 frames. Additional mounting options include the use of surface mount housings when installed at the termination of surface mounted raceway.
- 20) All WAOs shall be flush mounted using the appropriate adapter plates on installations in modular furniture. Surface mounted boxes shall not be used with modular furniture.

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F. Patch Panels

- 1) Panels shall be ANSI/TIA/EIA-568-B.1, B.2 and ISO/IEC 11801 category 5e compliant.
- 2) Panels shall be CENELEC EN 50173 compliant and UL VERIFIED for TIA/EIA category 5e performance.
- 3) Panels shall be UL LISTED 1863 and CSA certified.
- 4) Panels shall be made by an ISO 9002 Certified Manufacturer. The preferred vendor is Hubbell Premise Wiring.
- 5) Panels shall be made of anodized .090 inch aluminum in 16-, 24 and 48-port configurations.
- 6) Panels shall accommodate 16 or 24 ports for each rack mount space or "U" (1U = 44.5 mm [1.75 in.]).
- 7) Panels shall be manufactured with a rolled-edge at the top and bottom for stiffness.
- 8) Panels shall be made of 8-port adapter modules removable by detaching three screws.
- 9) Panels shall have modular jacks employing staggered array contacts with a flat "hairpin" design made of Beryllium copper with a minimum 50-micro-inch gold plating on contact surfaces over 50-100 micro-inch of nickel compliant with FCC part 68.
- 10) Panels shall utilize the T568A wiring pattern.
- 11) Panel circuit boards shall be fully enclosed front and rear for physical protection.
- 12) Panels shall have port identification numbers on both the front and rear of the panel. The port identification numbers on the panel front shall be located so as to minimize obstruction by patch cords.
- 13) Panels shall have optional rear cable support bar for strain relief which shall clip to the rear of the patch panel.
- 14) The panel front shall have two raised panel identification label fields to accept 1/2" label inserts.
- 15) Panels shall have self-adhesive, clear label holders and white designation labels provided with the panel for each 8-port adapter.
- 16) Panels shall provide wiring identification & color code and maintain a paired punch down sequence that does not require the overlapping of cable pairs.
- 17) Panels shall terminate 22-26AWG solid conductors, maximum insulated conductor outside diameter 0.050".
- 18) When utilized, data cable and swing cable patch panels shall be mounted on separate free-standing 84" x 19" floor mounted equipment racks. The Contractor shall maximize the use of existing equipment racks before installing a new equipment rack. Alternative mounting must be approved, in writing, by the OCTO.
- 19) Voice cables terminated on Cat 5(e) patch panels shall meet the same criteria as data cables for installation and testing.

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- 20) Voice cables terminated on patch panels shall be mounted in the same rack or bracket as the swing cable.
- 21) When utilized, data cable and swing cable patch panels shall be mounted on separate wall-mounted swing brackets. Alternative mounting must be approved, in writing, by the OCTO.
- 22) The Contractor shall not install any patch panel having more than 48 ports or locations.
- 23) Swing cables shall be terminated on Cat 5(e) patch panels at the telecommunications closet. The patch panels may be wall or rack-mount as required.
- 24) Data cables shall be terminated on Cat 5(e) patch panels at the telecommunications closet. The patch panels may be wall or rack-mount as required.

G. Equipment Racks

- 1) The Contractor shall provide both vertical and horizontal cable management for all rack-mounted installations. The District requires a minimum of one horizontal cable management panel for both station and patch cords for each installed patch panel.
- 2) Racks shall be UL Listed and of aluminum construction with a black polyurethane or mil finish. They shall be 84" tall with a 15" base depth. Rack base shall be pre-drilled for securing rack to the floor. Racks shall have #10-32 or #12-24 mounting screws included in the package. Unused screws shall be bagged and attached to the rack with a tie-wrap.
- 3) Rack rails shall be spaced for either 19" or 23" mounting rail-to-rail and shall be of a U shaped construction with #10-32 or #12-24 pre-tapped holes in the EIA-310-D standard hole pattern providing 48 rack spaces on both the front and rear. Rails shall have a universal side drilling pattern to allow racks to be bolted together or attachment of accessories. Each rack space or "U" is 44.5 mm or 1.75" in width. Rack spaces are numbered from the bottom of the equipment rack.
- 4) The vertical cable management channel shall be comprised of three components: Vertical Channels, Steadfast gates, and covers.
- 5) The overall depth of the cable management channels shall be 10"
- 6) The surface finish shall be powder coat black or metallic silver as required to match equipment racks.
- 7) The vertical channel shall be comprised of two half-height sections of a fabricated "Z" profile (Z-Frame).
- 8) The Z-Frame shall be fabricated of 14ga. cold rolled steel.
- 9) The Z-Frame shall have 4" diameter front to rear cable pass through holes
- 10) The Z-Frame shall have a minimum of twelve sets of cable tie off points along its face for securing cable bundles running vertically.
- 11) The Z-Frame shall have formed hooks in its side allowing the channel to be easily fastened to the vertical upright of a rack.

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- 12) Gates shall be provided to retain cable within the envelope of the vertical channel.
- 13) The gates shall fasten to the channel without the use of fasteners.
- 14) The gates shall have rolled edges to maintain bend radius of cable.
- 15) The gates shall have reinforcing ribs along the forward surface.
- 16) The gates shall be fabricated from 14ga cold rolled steel.
- 17) The gates shall be powder coated and match the finish on the equipment rack.
- 18) Covers shall not be fabricated from a polycarbonate, acrylic, or other flammable material.

H. Cable Pathways

- 1) Cable pathways shall be parallel to or orthogonal from the building exterior walls and shall follow main interior building hallways. Cable must be suspended above ceilings using cable tray, ladder rack, cable runway, "J" hooks or other approved devices.
- 2) The Contractor shall support all cables using approved devices. Approved devices include cable tray, ladder rack and/or 2-inch [5 cm] wide "J"-shaped hooks with rolled edges. Additional support devices may be approved after submission of qualifying documentation to the OCTO. A single 2" "J"-Hook cable support shall support a maximum of forty (40) cables. Ladder rack shall be constructed with a maximum spacing of 12" [30 cm] between cross-members.
- 3) The Contractor shall separate Category 5(e) cables a minimum of 5'-0" from all motors and transformers.
- 4) For cable not installed using cable tray or ladder rack, the nominal distance between cable supports is five (5) feet [1.5 meters]. Category 5(e) cables shall be separated from fluorescent lighting, ungrounded electrical power conduits and cables by a minimum of 12" [30 cm].
- 5) Conduit shall have a maximum of 270 degrees of bend between intermediate pull or junction boxes. The maximum distance between intermediate pull or junction boxes is 100 linear feet (30 meters.)
- 6) The maximum permissible fill ratio for conduit, raceway, ladder rack, "J" hook or cable tray is 40%.
- 7) Wire basket style cable tray shall be a continuous, rigid, welded steel wire 2" by 4" (50 by 100 mm) mesh cable management system with a T-welded wire lip for safety.
- 8) Cable tray, conduit, ladder rack or other continuous device used to support or route telecommunications cables shall be grounded in accordance with the requirements of ANSI/TIA/EIA 569, NFPA 70 NEC and District regulation.
- 9) The Contractor shall provide bushings or other suitable transition to protect the cable from abrasion and maintain bend radius control at the entrance and exit point of all conduits and raceways. The cable shall be protected from abrasion at all stress and transition points where the cable penetrates or enters raceway or cabinets through the use of appropriate grommet material.

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- 10) The minimum bend radius for a single four-pair UTP cable is 1.5" [35 cm]. The minimum bend radius for cable bundles is 10 times the bundle diameter. The minimum bend radius for 25-pair or larger cables is 10 times the cable diameter.
- 11) Telecommunications cables that cross over electrical cable, ungrounded conduit and video cable will do so at 90° angles only.
- 12) The Contractor shall untwist no more than ½" [12 mm] of each cable pair in terminating a Category 5(e) cable.
- 13) The Contractor shall have no more than 1" [25 mm] of internal cable pair exposed from the outer cable jacket at the point of cable termination for four-pair UTP cables.

I. Fire Stopping

- 1) Cable penetrations through fire and/or smoke rated barriers shall not compromise the original rating of the barrier. All fire barrier penetrations shall be fire stopped with approved materials.
- 2) Cable penetrations into telecommunications closets shall utilize re-enterable barriers and barrier material.
- 3) The Contractor shall restore all wall and/or barriers used for cable penetration to their original appearance and ratings.

J. Labeling

- 1) Labels shall be unique and identify the Telecommunications space, patch panels, 110 / 66 blocks, fire stop devices, telecommunications grounding bus bars, cable and the cable type. The font used for all labels shall be sans serif with 10 point as the minimum font size.
- 2) All labels will consist of the following elements:
 - a. *fs* – Telecommunications Space
 - b. *fs-an* – Horizontal Link
 - c. *fs-TMGB* – Telecommunications main grounding busbar
 - d. *fs-TGB* – Telecommunications grounding busbar
 - e. *fs1/fs2-n* – intrabuilding backbone cable
 - f. *fs1/fs2-n.d* – intrabuilding backbone cable pair or optical fiber
 - g. *f-FSLn(h)* – Firestop location (h) – rating in hours
 - h. *b1-fs1/b2-fs2-n* – interbuilding backbone cable
 - i. *bs-fs1/b2/fs2-n.d* – interbuilding backbone cable pair or optical fiber
 - j. *b* – building
 - k. *c* – campus or site
 - l. *fs-UUU.n.d(q)* – intrabuilding backbone pathway element
 - m. *fs1/fs2-UUU.n.d(q)* – intrabuilding backbone pathway between two TSeS or areas
 - n. *b1-fs1/b2-fs2-UUU.n.d(q)* – interbuilding pathway or element
- 3) Cable labels shall identify the floor (in multi-story installations), originating telecommunications space; patch panel or 110 / 66 block; the destination and the intended use (voice, data or swing.) The marking 2A-1-23S identifies the Swing (White) cable on the second floor of a multi-story building. This cable is

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- terminated on the second floor, Closet A, patch panel 1 and terminating at WAO 23.
- 4) Horizontal cables (4-pair) shall be identified with a clear Mylar over-wrap label (Brady type PTL-31-427 or equivalent.) Horizontal cables shall have the cable label attached within 6" (150 mm) of the termination.
 - 5) Cables having 25 copper pair shall use a clear Mylar over-wrap label (Brady type PTL-21-427 or equivalent.)
 - 6) Cables having more than 25 copper pair shall use a Brady PTL-12-109 or equivalent.
 - 7) Fiber optic cables shall use similar labels as copper cables sized to the appropriate overall cable jacket.
 - 8) Fiber optic flexible ducting (inner duct) shall be labeled similarly to riser cable.
 - 9) Riser cables shall have labels identifying the riser cable number, floor served, terminating space and pair count.
 - 10) Intra-space tie cables shall be identified with a label indicating the cable number, originating and terminating space and pair count.
 - 11) All cables shall be identified with the same labeling information required at the termination point within 12 inches (300 mm) of passing through any barrier or fire stop device. The required label shall be on both sides of the pass-through or fire stop.
 - 12) All cables installed in conduit or ducting shall be identified with the same labeling information required at the terminations point at all intermediate pull or junction boxes.
 - 13) Each occupied position on 110 blocks is designated showing the Work Area Outlet (WAO). 2A-1-23V identifies either termination point for the voice (Blue) cable on the second floor, Closet A, 110 block 1, and at WAO 23.
 - 14) Each occupied port on a patch panel identifies the served WAO. 2A-1-23D identifies either termination point for the Data (Gray) cable on the second floor, closet A, panel 1 and at WAO 23.
 - 15) Each jack has the same designation as the originating 110 block or patch panel port. The font shall be sans serif and the minimum type size is 10 point.
 - 16) Each WAO plate is identified on the face with a machine generated label identifying the serving TC. Each plate is identified on the reverse side with the same information handwritten in permanent marker. 2A-23 identifies the WAO plate where cables A23V, A23D and A23S are terminated at the work area.
 - 17) Firestop location identifiers shall identify each installation of firestopping material. All firestopping location identifiers within a single facility should have the same format.
 - 18) Each firestopping location shall be labeled at each location where firestopping is installed, on each side of the penetrated fire barrier, within 12" (300 mm) of the fire stopping material.
 - 19) Firestopping labels shall contain the following information:
 - a. Firestopping location identifier,

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- b. Location of the firestopping installation (e.g.: room number and location within room),
- c. Type and manufacturer of firestopping installed,
- d. Firestop material rating
- e. Date of installation,
- f. Name of Contractor installing the firestopping material,
- g. Service record of firestopping location (e.g.: 04/22/2003 firestopping removed and replaced with same type by <Contractor Name> to add cabling runs.)

IV. MISCELLANEOUS PROVISIONS:

1. The District's Standard Terms and Conditions for contracts as defined by the Office of Contracting and Procurement shall apply.
2. Vendor shall procure and maintain, through the Term of this Agreement, at Vendor's sole cost and expense, the following types of insurance coverage:
 - a) Employer's Liability insurance in a minimum amount of \$100,000.00 as per 27 DCMR 2712.2. Bodily injury liability insurance in the amount of \$500,000.00 as per 27 DCMR 2712.3. Auto liability insurance of \$200,000.00 per person, \$500,000.00 per occurrence for bodily injury, and Property Damage coverage of \$20,000.00 per occurrence as per 27 DCMR 2715.5;
 - b) Umbrella Liability Insurance in a minimum amount of \$1,000,000.00;
 - c) The DC Government shall be named additional insured and loss payee and Vendor shall furnish insurance certificates as evidence of coverage. Vendor will provide the DC Government with 30 days written notice of any cancellation in coverage. Carriers providing coverage will be rated by A.M. Best with at least an A-rating and a financial size category of at least Class:VII. If Vendor fails to pay any premium for required insurance as specified herein, or if any insurer cancels or significantly reduces any required insurance without the DC Government's consent, at the DC Government's election, the DC Government may pay such premium or procure similar insurance coverage from another carrier or carriers, and deduct the entire cost (or part hereof) from the payment(s) due to Vendor, or DC Government may elect to terminate this Agreement pursuant to this Section.
3. The vendor shall procure any and all required construction and wiring permits and licenses required at no additional cost to the government.
4. Follow direction of single-point District Contracting Officer's Technical Representative, unless the representative expressly assigns a designee.
5. Promptly implement directives from the District's authorized representative to make minor modifications, additions and/or deletions to any portion of this scope of work. However, immediately advise the District in writing of any cost or schedule impact that may result from such District issued directives. If Contractor determines that there is additional cost or schedule slippage resulting from the directive, Contractor shall not act upon the directive, and shall not deviate from the approved plan, until the District issues a written change order.

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- Contractor shall not act upon any verbal directive that materially changes any aspect of this scope of work, irrespective of the source of such directive.
6. Throughout performance of the above items, coordinate with District employees, and other consultants and contractors employed by the District.
 7. Contractor will follow the procedures and rules of the Government of the District of Columbia, and additional procedures that the District Representative may direct from time-to-time. Additional procedures from the District Representative shall be documented on official stationery.
 8. Assign a senior manager as Contractor's chief representative for this project. This representative shall have the authority to make binding decisions between its organization and the other team members. S/He will be in charge of all members of the Contractor team assigned to the project and will be the main contact. All correspondence, conferences, meetings and questions concerning the project directed to the Contractor and its subcontractors will be through this person. This representative will be personally available at all times during working hours from the beginning of the work through its completion.
 9. When proposing personnel under time-and-material work (either base contract or change orders), provide District information necessary for District to confirm that the proposed personnel are appropriate for assignment at the proposed hourly rates. Utilize the Chief Technology Officer's "Staff Nomination" form for this purpose.
 10. Under time-and-material work (either base contract or change orders), (a) before any person on Contractor's staff may commence charging time to project under time-and-material terms (either base period or change orders), submit resume material to District and obtain approval for assignment of such personnel. Utilize the CTO's "Staff Nomination" form for this purpose. (b) Contractor may not invoice for more than 176 hours per month per person, unless express authorization is received for District. (c) Contractor shall submit weekly person-by-person time sheet in the form requested by District, and (d) provide a report every two weeks, indicating Contractor's estimated costs to date and Contractor's estimate of the cost of the work at completion.
 11. The District may direct Contractor to remove any Contractor staff that District finds unacceptable, and Contractor shall immediately remove (and replace with new individual(s) satisfactory to District, if requested) such personnel.
 12. Contractor may incur reimbursable costs under this agreement, provided Contractor follows the procedures set out on attached "Staff Nomination" form. Pre-approved expenses (including subcontractors) are passed through at cost, with no mark-up.
 13. Prepare detailed agenda and minutes of meeting for all meetings called or chaired by Contractor. Such agendas shall identify in detail the specific items planned for discussion, and shall be distributed to proposed attendees well in advance of affected meetings. Such minutes are to set out responsible parties for action items, particularly decisions required by the District, including deadlines therefore, and the minutes shall record decisions made and the basis for each such decision.

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14. During performance of work and/or at the completion of work, provide orderly hand-over of work products and deliverables to designated District representative.
15. Provide, at no cost to the District, portable computer equipment that is compatible with OCTO LAN system for use by Contractor personnel.
16. Provide space, equipment, storage, personnel and systems in Contractor's offices as necessary to support the work hereunder.
17. Any and all Contractor-produced work products and deliverables, including all documents, graphics and software that are produced by Contractor in connection with this scope of work become the exclusive property of the Government of the District of Columbia. Contractor, by acceptance of this scope of work, provides an exclusive and indefeasible license and copyright for unlimited use, copy and distribution by the District of subject work products and deliverables, in hard copy and/or soft copy (e.g. electronic, magnetic recording, etc.) form. Contractor shall deliver to the District camera-ready hard copies and softcopies (on 3.5" diskette or CD-ROM) of all such work products and deliverables.

V. SCHEDULE (TIME OF PERFORMANCE)

This scope of work will be performed on an expedited basis, in accordance with the following timeline schedule: In addition to periodic activities and deliverables required by the above scope of work, each activity must be completed and approved by District within the following number of workdays (measured from the initial Notice to Proceed for the work as a whole).

<Try to have at least one milestone every six weeks>

Activities	Work Days from NTP
Develop and submit plan and schedule	1
Fully complete and submit all work, except for post-contract support	

A. Acceptance

Government acceptance is defined as:

1. Joint walk-through and inspection resulting in the compilation of a final punchlist;
2. Government sign-off of an acceptance letter; and,
3. Receipt of Cable Certification Reports and "as-built" drawings.

Government walk-through and inspection will be completed within 10 business days of the Contractor's written notification of project completion.

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VI. COST PROPOSAL

This Scope of Work will be performed on a Firm-Fixed-Price Basis unless agreed to in writing by a District Contracting Officer. Provide an estimate for the scope of work described herein.

1. Break down cost of labor by discipline and hours and by activity.
2. If proposing firm's rates are listed in Federal GSA Schedule, provide cross-reference to the appropriate Schedule and utilize rates no higher than the rates therein.
3. Provide resumes and other support information necessary to prove that proposed personnel meet the qualification requirements in the proposed GSA Schedule rates or other source document.
4. Break down other costs into subcontractors, travel expenses, reproduction services, shipping, etc.
5. Provide plan for satisfaction of District LSDBE requirements.
6. Provide a statement regarding the general approach proposed by offeror. Ensure that the approach includes an organizational chart and proposed duration of assignment for each person involved.
7. Provide resumes for all key personnel proposed.

VII. Award Decision: The selection of the awardee of this work will be made by District staff using their best business judgment regarding which offeror has proposed the most advantageous offer, based on a balanced consideration of cost and technical factors including the following:

1. Qualifications of proposed personnel relative to the requirements of this Scope of Work.
2. Past performance of the offeror and/or its proposed team members.
3. Proposed cost estimate or fixed price proposal and support that indicate an understanding of the scope of work and the risks inherent therein.

ATTACHMENT J.1.6
FACILITY CONDITION ASSESSMENT – BERTIE BACKUS FACILITY



**Facility Condition Assessment of
Bertie Backus School
for Potential re-use by the
Community College of the District of Columbia**

September 30, 2009

Prepared by:

RTKL

**RTKL ASSOCIATES INC.
2101 L Street, NW
Washington, DC
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INTRODUCTION

The University of the District of Columbia, under the new leadership of President Allen Sessoms Ph.D., has identified a strategic objective of establishing a 4-year "Flagship University" at the Van Ness Campus that will offer highly qualified students academic challenge equal to the best universities in the nation. In addition, the Community College of the District of Columbia has been established to provide academic opportunities to all District of Columbia high school graduates. These two programs will be physically separated in the future by establishing and migrating the current CCDC programs at UDC to multiple Community College satellite facilities in all of the Wards in the District.

This is the first step in a three-part study to evaluate the possible renovation of the former Bertie Backus Junior High School facility into a CCDC facility. RTKL conducted a one-day building evaluation of the Bertie Backus Middle School on September 10, 2009 to identify recommended repairs. Secondly, an educational programming consultant - Paulien & Associates has been engaged to conduct interviews, and develop a program for the Community College. Finally RTKL will work with Paulien & Associates to conduct a test-fit of the Community College program into the Bertie Backus facility.

The RTKL team included architectural, structural, mechanical, electrical and plumbing disciplines and was augmented by Steven MacKenzie of the University of DC. Cost estimators from M+A Associates participated as well. In addition to observations the team relied upon the recently compiled Facility Condition Assessment prepared by Faithful+Gould for Property Management of the Government of the District of Columbia. The report is dated July 16, 2008 and was completed in general accordance with the ASTM E2018-01 Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process.

In review of this document UDC may consider a phased renovation that focuses on the Building Enclosure and Systems for the entire facility with four separate interior projects; Academic Building, Auditorium, Cafeteria, and Gymnasium. (See Appendix Diagrams A1, A2, & A3 for extent of each of these areas.)

This report, combined with the program and associated test fit, will become the basis for a cost estimate to address repairs and alterations to the facility to meet CCDC needs. Our approach to re-use of this building is to do a thorough update for long term occupancy, which may cause the costs of renovation to be higher than those projected in the Faithful+Gould report which assumed re-use of many aged components.

Hazardous materials assessment is excluded from this study and we recommend that UDC engage a specialty firm to address the extent of these materials as well as abatement strategies. Faithful+Gould did not perform an environmental assessment in 2008 but listed numerous materials that were identified in reports that preceded their assessment. The costs for abatement can be significant and UDC should be armed with the associated costs.

EXECUTIVE SUMMARY

While the substructure and shell of the Bertie Backus facility are serviceable, most of the building systems and finishes have exceeded their standard life expectancies and are in fair to poor condition. Necessary repairs to the building envelope include replacement of the windows and installation of through-wall flashing. In order to meet ADA criteria and current codes under the change-of-use to a Community College, new life-safety and accessibility features need to be installed. New plumbing, mechanical and electrical systems need to be installed. Although the current configuration of interior partitions may prove to be functional a majority of the finishes on walls, ceilings and floors need to be replaced. The presence of hazardous materials noted in the 2008 Facility Condition Assessment may significantly affect demolition costs.

SUBSTRUCTURE

The building showed no significant signs of foundation overloads or failures. The visible conditions do not suggest a need for significant repair or reinforcement of the existing foundation system. The observed basement level walls appeared to be in good condition, with only minimal, and normal, cracking and little evidence of water intrusion. The visible conditions do not suggest a need for significant repair or reinforcement of the existing basement structural systems.

SHELL

Observations yielded no evidence of damage or deterioration of the building structural systems. The spandrel girders and beams were not accessible and could not be observed. The building was originally designed for school occupancy. If the building (or portions of it) were converted to office occupancy, the required design live load would increase by 25%, probably representing an increase in the total design load of about 10%. This could indicate a need for significant reinforcement of components of the existing system. The shelf angles, which secure the brick façade back to the concrete floor structure, are corroded due to lack of through-wall flashing. Damage to the surrounding brick and mortar occurs at all floors on all elevations. It does not appear that the level of corrosion on the lintels/relieving angles is sufficient to significantly compromise the structural capacity of those elements. This should be confirmed during the flashing repair process.

The windows are in fair to poor condition and should be replaced with double-paned assemblies for greater energy efficiency and compliance with the city's Energy Code and LEED criteria. Windows in the auditorium should be infilled with glazed brick to provide greater sound resistance to traffic and other outside noise. (See Appendix Diagrams A4, A5 & A6) Currently, the main entrance is recessed into the S. Dakota Avenue elevation. Although the doors are useable, it is recommended that they be replaced with storefront assemblies. A new feature should be designed to accentuate the entrance and create a more welcoming elevation. According to the 2008 Facility Condition Assessment the roof systems were installed in 2001 and are in generally good condition. On-going maintenance and repair are required.

INTERIORS

Interior partitions are constructed of glazed concrete masonry block, and are generally in good condition. Minimal alterations to existing walls are necessary to correct existing conditions. It is recommended that the lockers be removed and walls infilled with gypsum board or display cases. Each of the toilet rooms should be enlarged and reconfigured to meet current criteria. It is recommended that all interior doors be replaced and door frames be repainted. Stairs are generally in good condition. Generally new resilient tile should be installed throughout with areas of carpet and ceramic tile installed as appropriate. Quarry tile flooring in the kitchen may be cleaned and reused. Wood gym floors should be refinished. Ceramic tile locker-room floors may be retained.

Ceilings will be removed in the course of installing a new fire suppression system. Ceilings and lighting should be replaced. Walls should be repainted.

SERVICES

Elevators do not exist and are required by current code. Plumbing systems have exceeded standard life expectancies and are in fair to poor condition. Replacement of plumbing systems will be required to meet minimum code requirements precipitated by a change-of-use classification. HVAC systems have exceeded standard life expectancies and are in poor condition. Systems do not comply with current Indoor Air Quality (IAQ) requirements for a controlled environment. The entire system should be replaced with new. (See Appendix Diagrams M1, M2, M3, M4, M5 for proposed system.) Fire protection recommendations include the addition of sprinklers and standpipes. Due to the condition of the existing fire alarm system and to the projected change-of-use by UDC, the entire fire alarm system should be demolished and replaced. Electrical equipment has outlived its standard service life and the entire electrical system should be replaced. New security systems need to be installed.

EQUIPMENT, FURNISHINGS AND FINISHES

Cooking ranges have been removed from the classroom. Laboratory equipment and fixtures are missing or in poor condition, however remaining lab benches are in good condition. Auditorium seating has been removed. Cafeteria cooking equipment has been removed. The basketball hoops and bleachers have been removed from the gym. Gym lockers have been removed. Depending upon the new Community College program; lab benches may be reused, new auditorium seating may be installed, cooking equipment may be replaced and/or gymnasium equipment replaced. Interior finishes including flooring and ceilings need to be demolished.

SITE IMPROVEMENTS

Exterior stairs should be patched and sidewalks need to be replaced. Parking lots will need to be repaved and repainted. Fencing should be replaced with a system appropriate to the building's use. Exterior lighting coverage needs to be improved.

ACCESSIBILITY

Entrances do not have compliant ramps. None of the toilet rooms meet ADA guidelines, therefore all will need to be reconstructed. The main entrance on South Dakota Avenue will need an ADA compliant ramp. It is recommended that at least two elevators be installed.

HAZARDOUS MATERIALS

A hazardous materials survey was not available to the RTKL team. (Hazardous materials assessment is excluded from this study.) The Faithful+Gould report references earlier studies and noted that their understanding was that "the building contains numerous hazardous materials." We recommend that a thorough assessment be completed by a firm that specializes in hazmat.

ENVIRONMENTAL ANALYSIS

It is our understanding that this project may pursue LEED 2009 under the LEED for New Construction program. A project of this scope, where mechanical and electrical systems are being replaced and building enclosure is being updated, is a good candidate for LEED.

FACILITY CONDITION ASSESSMENT

A. SUBSTRUCTURE

Structural drawings were not available to the assessment team.

A10 FOUNDATIONS

Observations and Review of Documents

The building showed no significant signs of foundation overloads or failures. There was evidence of cracking (most previously repaired) at certain exterior masonry at corners and other vulnerable areas, but these areas did not display horizontal joint discontinuities that would suggest foundation settlement issues.

Recommendations

The visible conditions do not suggest a need for significant repair or reinforcement of the existing foundation system.

A20 BASEMENT CONSTRUCTION

Observations and Review of Documents

The observed basement level walls appeared to be in good condition, with only minimal, and normal, cracking and little evidence of water intrusion.

Recommendations

The visible conditions do not suggest a need for significant repair or reinforcement of the existing basement structural systems.

B. SHELL

Observations and Review of Documents

Our observations are very similar to those included in the 2008 Facility Condition Report. Please refer to that document for a comprehensive discussion of observations.

Recommendations

Our recommendations are very similar to those included in the 2008 Facility Condition Report. Please refer to that document for a comprehensive discussion of recommendations.

B10 SUPERSTRUCTURE

Observations and Review of Documents

The principal structural system utilized in the building is a one-way cast in place reinforced concrete joist system. This was visible in several locations, including Mechanical and service rooms as well as classroom and corridor locations where ceiling tiles had been removed. Observations at these

locations yielded no evidence of damage or deterioration of the building structural systems. Some rust staining was observed, but it is likely that this was residual staining from rust on steel joist forms that were in common use at the time of the building's construction.

It should be noted that the spandrel girders and beams were not accessible and could not be observed. While there was, consequently, no observed evidence of issues at these spandrels, it is possible, especially given the flashing failures discussed below, that water has penetrated the exterior skin and caused damage to some of them.

As noted in the 2008 Facility Condition Assessment, the building was originally designed for school occupancy. Retention of the school occupancy would not pose an issue. If, however, the building (or portions of it) were converted to office occupancy, the required design live load would increase by 25%, probably representing an increase in the total design load of about 10%.

This design load increase is significant enough, as also suggested in the 2008 Assessment, to require somewhat detailed review of the existing structure by a Structural Engineer. It must be understood that this review could indicate a need for significant reinforcement of component of the existing structural system, independent of the apparently very good condition of that system.

Recommendations

It is recommended that, after ceilings and interior wall finishes are removed during renovations, spandrel beams be observed for signs of corrosion damage resulting from water intrusion through the exterior wall. This would be especially appropriate at locations corresponding to the most significant observed flashing failures and lintel/relieving angle corrosion.

Barring later observations of damage in these areas (or others), conditions do not suggest a need for significant repair or reinforcement of the existing base building superstructure systems.

B20 EXTERIOR CLOSURE

Observations and Review of Documents

Steel Lintels, Brick and Mortar: The 2008 Facility Condition Assessment noted that the shelf angles, which secure the brick façade back to the concrete floor structure, are corroded due to lack of through wall flashing. This was confirmed during our recent site visit. The angles are visible from the exterior, and the corrosion seems to be most severe above the window openings. This corrosion has caused spalling and damage to the surrounding brick and mortar, and this occurs at all floors on all elevations. It does not appear that the level of corrosion on the lintels/relieving angles is sufficient to significantly compromise the structural capacity of those elements, themselves. As noted, below, however, this perception should be confirmed during the flashing installation or repair process.

Windows: As noted in the 2008 Facility Condition Assessment, the windows are single paned steel casement assemblies, in fair to poor condition. Many panes are broken and inoperable, and the assemblies are not energy efficient.

Wall Vents: Outside air intake vents to classrooms will become obsolete when the mechanical system is replaced.

Doors: Flush metal exterior doors were replaced in 1996, and are observed to be in good condition.

Main Entrance: Currently, the main entrance is recessed into the S. Dakota Street elevation. The recess provides a landing for the lobby and fire stair doors, and provides some measure of shelter from the elements. The major visual entrance features occur on the elevation above that entrance, with glazed brick and lettering.

The 2008 Facilities Condition Assessment notes that the soffit needs repair.

Recommendations

Steel Lintels, Brick and Mortar: Per the 2008 Facility Condition Assessment, through-wall flashing should be installed. Several courses of brick will be removed during this process, and while the lintels are exposed, it is recommended that they be further examined for corrosion that compromises their structural integrity. If the lintels are found to be structurally sound, it is recommended that they be cleaned to remove the existing corrosion.

The 2008 Facility Condition Assessment notes approx 5,000 linear feet of flashing to be installed.

Bricks and mortar should be replaced in these areas, and repaired in other areas where damage is noted. Bricks to be replaced should match existing, and mortar should be tested before replacement, if composition is not known, to ensure compatibility with existing. Color to match existing.

The 2008 Facility Condition Assessment notes 3,420 square feet of brick replacement and mortar tuckpointing.

Windows: As noted in the 2008 Facilities Condition Assessment, windows should be replaced with double-paned assemblies for greater energy efficiency and compliance with the city's Energy Code and LEED criteria. (See Appendix Diagrams A4, A5 & A6.)

Although the building is not listed as historic at this time, it is generally accepted that windows provide an important sense of the building's character. It is recommended that windows be replaced with steel assemblies, with an emphasis on maintaining the proportions and profiles of the original windows.

It is recommended that windows in the auditorium be infilled with glazed brick to provide greater sound resistance to traffic and other outside noise. Glazed brick should match existing.

There are approximately 13,240 square feet of windows to be replaced, and 660 sf of openings to be infilled with glazed brick.

Wall Vents: Outside air intake vents should be removed and replaced with glazed brick to match existing.

There are approximately forty-four 12"x24" vent openings to be infilled.

Doors: Although the doors are useable, it is recommended that the doors at the main entrance be replaced with storefront assemblies, or a system that is visually compatible with the replacement

windows. Glazed doors will provide a more welcoming appearance, consistent with a university facility. Depending on the program of the multi-use space, upgraded doors at that entrance, and at the proposed ADA side entrance, may be appropriate. Gym entry doors and at the secondary S Dakota St entrance should be replaced with glazed storefront also. Side/utility doors may be retained.

There are 8 doors at the main entrance, 12 at the multi-use space entrance, 2 at the side entrance, 4 at the gym entrance and 4 at the secondary S Dakota St entrance.

Main Entrance: A new feature, such as an awning, should be designed to accentuate the entrance and create a more welcoming elevation. Some elements of this feature may be mirrored on the interior, for continuity in the redesigned lobby.

B30 ROOFING

Observations and Review of Documents

According to the 2008 Facility Condition Assessment the roof systems were installed in 2001 and are in generally good condition. On-going maintenance and repair are required.

Recommendations

Repairs should be made and on-going maintenance conducted.

C. INTERIORS

C10 INTERIOR CONSTRUCTION

Observations and Review of Documents

Interior Partitions: Interior partitions are constructed of two withes of concrete masonry block, and are generally in good condition. Metal lockers are inset into the first with, with plaster infill. Lockers are in fair condition. There are several classrooms divided by folding partitions, and one by a freestanding gypsum board and stud assembly.

The 2008 report noted that several penetrations through fire-rated walls are not properly sealed. These areas, and any new penetrations through fire separations, should be firestopped to maintain the required fire rating.

Toilet Rooms: Existing toilet rooms are in fair condition, but too small to accommodate the required number of, and clearance for, fixtures.

Doors: The existing doors are painted metal, those at stairs have wired glass, and most are in good, useable condition. Many doors are missing. The report noted that doors into classrooms are ¾ hour fire rated, and doors into stairwells, the gymnasium and auditorium are 1 ½ hour rated.

Corridors: Metal expansion joint covers occur throughout the building. The joint covers on the floor are raised ¼" to 1/2" from the tile.

Recommendations

Interior partitions: Minimal alterations to existing walls are necessary. It is recommended that the lockers be removed on the first level, and either removed or welded shut on the upper levels. The walls may be infilled with CMU, glazed tile to match existing adjacent, gypsum board or display cases. For the purposes of this study, it is assumed that the openings will be infilled with gypsum board. Some of these areas may be used as chases for building systems. Folding partitions should be removed and replaced with gypsum board and steel stud assemblies.

There are three folding partitions at 24' long by approx. 9'-6" high.

There is approximately 1327 sf of infill on each floor (265'-5" linear feet of lockers on each floor; lockers are 5'-0" high).

Toilet Rooms: Each of the eight toilet rooms in the school area, the two in the gym and the two in the cafeteria should be enlarged.

Twelve new full height (plumbed) walls will be finished with glazed tile to match existing.

Doors: It is recommended that all interior doors be replaced with flush wood veneer panels. Door frames may be repainted. Door fire ratings are to be maintained.

There are 206 interior doors to be replaced.

Corridors: Transitions should be installed at floor expansion joint covers to mitigate the tripping hazard.

There are 101'-4" of expansion joint covers; transitions should be installed on both sides of covers.

C20 STAIRS

Observations and Review of Documents

Stairs: The 2008 report noted that stairwells are 2-hour enclosures. Stairs are concrete-filled metal pan construction, with painted metal handrails and guardrails. In many cases, double flights of stairs are separated by metal rails at landings. Stairs are generally in good condition.

Recommendations

Stairs: It is recommended that the intermediate rails at landings be removed.

C30 INTERIOR FINISHES

Observations and Review of Documents

In review of this document, UDC may consider a phased renovation that focuses on the Building Enclosure and Systems for the entire facility with four separate interior projects; Academic Building, Auditorium, Cafeteria, and Gymnasium. (See Appendix Diagrams A1, A2, & A3 for extent of each of these areas.)

Academic Building

Floors: The corridor and classroom floors are 9"x9" tile and 12"x12" tile (assumed to be installed over 9"x9"). Tile is generally in good condition, although dated. The 2008 Facility Condition Assessment noted that the 9"x9" tiles might contain asbestos and/or be adhered with asbestos-containing mastic. A small number of classrooms have broadloom carpet, in worn condition. Toilet rooms have 1"x1", 1"x2" and 2"x2" ceramic tile, generally in good condition, although aesthetically dated.

Walls: Corridor walls are painted CMU block and glazed tile. Around three doorways on the third floor, smaller glazed tiles murals are installed.

Ceiling: Classroom ceilings are 24"x24" acoustical ceiling tile, with 24"x24" and 24"x48" drop-in fluorescent lights. Corridors are 12"x12" and 24"x24" acoustical ceiling tile. The 2008 Facility Condition Assessment noted that some ceiling tiles might contain asbestos. There are gypsum board soffits installed above the windows, as the current ceiling height is lower than the window heads. Some of these soffits show evidence of water damage. Toilet room ceilings are noted in the original as-built drawings as Keene cement plaster.

Auditorium

Floors: Auditorium floors are 9"x9" tile in poor condition.

Walls: Walls are painted CMU.

Ceilings: Ceilings are 24"x48" acoustical ceiling tile, with 24"x48" fluorescent lights. Tiles, grid and lights are in fair to poor condition.

Cafeteria

Floors: Kitchen floors are quarry tile, in good condition. Cafeteria and multi-use space floors are 12"x12" vinyl tiles in fair condition, but dated aesthetically.

Walls: Kitchen, cafeteria and multi-use spaces walls are glazed tile and painted CMU.

Ceilings: Kitchen ceilings are noted in the original as-built drawings as painted Keene cement plaster. They are in good condition. Ceilings in the cafeteria and multi-use space are 12"x12" ACT, with surface mounted fixtures. These ceiling systems are in fair to poor condition.

Gymnasium

Floors: Gymnasium floors are wood, in good condition. Locker room floors are 1"x1", 1"x2" and 2"x2" tiles in good, if dated, condition. Lobby and stair floors are 9"x9" or 12"x12" tile.

C30 INTERIOR FINISHES

Observations and Review of Documents

In review of this document UDC may consider a phased renovation that focuses on the Building Enclosure and Systems for the entire facility with four separate interior projects; Academic Building, Auditorium, Cafeteria, and Gymnasium. (See Appendix Diagrams A1, A2, & A3 for extent of each of these areas.)

Academic Building

Floors: The corridor and classroom floors are 9"x9" tile and 12"x12" tile (assumed to be installed over 9"x9"). Tile is generally in good condition, although dated. The 2008 Facility Condition Assessment noted that the 9"x9" tiles might contain asbestos and/or be adhered with asbestos-containing mastic. A small number of classrooms have broadloom carpet, in worn condition. Toilet rooms have 1"x1", 1"x2" and 2"x2" ceramic tile, generally in good condition, although aesthetically dated.

Walls: Corridor walls are painted CMU block and glazed tile. Around three doorways on the third floor, smaller glazed tiles murals are installed.

Ceiling: Classroom ceilings are 24"x24" acoustical ceiling tile, with 24"x24" and 24"x48" drop-in fluorescent lights. Corridors are 12"x12" and 24"x24" acoustical ceiling tile. The 2008 Facility Condition Assessment noted that some ceiling tiles might contain asbestos. There are gypsum board soffits installed above the windows, as the current ceiling height is lower than the window heads. Some of these soffits show evidence of water damage. Toilet room ceilings are noted in the original as-built drawings as Keene cement plaster.

Auditorium

Floors: Auditorium floors are 9"x9" tile in poor condition.

Walls: Walls are painted CMU.

Ceilings: Ceilings are 24"x48" acoustical ceiling tile, with 24"x48" fluorescent lights. Tiles, grid and lights are in fair to poor condition.

Cafeteria

Floors: Kitchen floors are quarry tile, in good condition. Cafeteria and multi-use space floors are 12"x12" vinyl tiles in fair condition, but dated aesthetically.

Walls: Kitchen, cafeteria and multi-use spaces walls are glazed tile and painted CMU.

Ceilings: Kitchen ceilings are noted in the original as-built drawings as painted Keene cement plaster. They are in good condition. Ceilings in the cafeteria and multi-use space are 12"x12" ACT, with surface mounted fixtures. These ceiling systems are in fair to poor condition.

Gymnasium

Floors: Gymnasium floors are wood, in good condition. Locker room floors are 1"x1", 1"x2" and 2"x2" tiles in good, if dated, condition. Lobby and stair floors are 9"x9" or 12"x12" tile.

Facility Condition Assessment of Bertie Backus School for Potential Community College

Walls: Gym walls are painted CMU block. Locker room walls are glazed tile and painted CMU. All walls are in good condition.

Ceilings: Gym ceilings are noted in the original as-built finish schedules as asbestos plaster. Locker room ceilings are painted structure, offices are 12"x12" ACT with surface mounted fluorescent lights, and showers are painted Keene cement plaster.

Recommendations

Academic Building

Floors: New resilient tile should be installed throughout, with carpet (tile or broadloom) installed as appropriate to the space.

There are 64,500 sf of floor in the classrooms, corridors, stairs and main lobby to be replaced.

Walls: Please see "Interior Partitions" above. Tile murals around door openings should be removed and replaced with glazed tile, or painted CMU.

There are approximately 190 sf of wall tile to be removed. There are approximately 72,000 sf of wall to be painted.

Ceilings: Ceiling tiles and grids will be replaced in the course of installing a new fire suppression system. ACT tile should be appropriate for most areas, to allow access to the ceiling plenum. The gypsum board soffits will need to be replaced at the current height. Lights in corridors and classrooms should be replaced. Toilet room ceilings may be replaced with moisture-resistant gypsum board ceilings.

Notable areas like the lobby or multi-use space may have gypsum board ceiling feature to accentuate the different use of these areas. Feature lighting or recessed lights may be utilized in these areas.

There are approximately 64,500 sf of ceiling areas to be replaced, with 10% of that area replaced with gypsum board ceilings.

Auditorium

Floors: New resilient tile should be installed throughout, with carpet (tile or broadloom) installed as appropriate.

There is approximately 7,000 sf of flooring to be replaced.

Walls: CMU should be repainted, and acoustical treatments may be considered depending on the anticipated use of the space. The larger windows on the northeast side of the room may not be desirable, depending on the new program. Openings may be infilled with painted CMU to match existing adjacent.

There are approximately 4,750 sf of walls to be painted.

Ceilings: Ceiling tiles and grids will be replaced in the course of installing the fire suppression system. ACT tile may be appropriate for most areas, although acoustical or visual

considerations may call for varied heights or materials. Lights should be replaced: 24x48 florescent lights may be appropriate for most of the space, although varied zones, dimming capability and specialty or spot lighting should be considered for this notable space.

There are approximately 7,000 sf of ceiling to be replaced.

Cafeteria

Floors: Kitchen floors may be cleaned and reused. Cafeteria and multi-use space floors should be replaced with resilient flooring.

There is approximately 15,500 sf of floor tile to be replaced.

Walls: Kitchen, cafeteria and multi-use space walls may be repainted.

There are approximately 2000 sf of wall to be repainted.

Ceilings: Kitchen ceilings may be repainted and reused. Cafeteria and multi-use space ceiling tiles, grids and lights should be replaced. ACT ceiling tiles with drop-in lights should be appropriate for most spaces, and gypsum board, clouds or other decorative ceiling features may be considered for the multi-use space depending on the program.

There is approximately 22,250 sf of ceiling to be replaced, with 25% of that area replaced with gypsum board ceilings.

Gymnasium

Floors: Gym floors should be retained and refinished. Locker room floors may be retained.

There are approximately 2400 square feet of resilient tile floor in the lobbies and stairs to be replaced. There are approximately 9000 square feet of wood flooring to be refinished.

Walls: Walls should be repainted.

There are approximately 4500 square feet of wall to be repainted.

Ceilings: Ceiling tiles, grids and lights will be removed in the course of installing the fire suppression system. Gym ceilings should be replaced with gypsum board. Locker room office ceilings may be replaced as ACT with drop in fluorescent lights, and shower ceilings should be replaced with moisture resistant gypsum board and canister lights.

There are approximately 10,750 square feet of ceiling to be replaced with gypsum board. There are approximately 2700 square feet of ceiling to be replaced with ACT.

D. SERVICES

D10 CONVEYING

Observations and Review of Documents

The building is currently not equipped with passenger or freight elevators.

Recommendations

As noted in the 2008 report, it is recommended that two passenger elevators be installed. A freight elevator may also be installed for convenience. It is recommended that the primary passenger elevator be installed opposite stair 2, adjacent to the main lobby, with a secondary elevator near either stair 4 or stair 1.

D20 PLUMBING

Observations and Review of Documents

Our field observations confirm that the conditions of the existing plumbing systems are as indicated in the 2008 Facility Condition Assessment developed by Faithful + Gould; that is to say, the plumbing systems have exceeded standard life expectancies and are in fair to poor condition. The existing plumbing systems are generally not compatible with the plumbing concepts recommendations that strive to meet modern minimum code requirements precipitated by a change of use classification. Consequently, little of the existing plumbing fixtures and local piping would be retained.

Domestic cold water enters the building at the basement boiler room via a metered 4-inch service main from Hamilton Street. There is no fire service main provided.

Domestic water interior distribution piping is copper and generally in fair condition. Existing insulation is either missing or, where found, suspect with regard to hazardous material content.

Domestic hot water is currently generated by shell-in-tube exchange type storage tank heaters with primary heating water being supplied by a dedicated, gas fired domestic hot water boiler necessitating running the boiler equipment during summer months and non-peak demand times. The storage tanks are original equipment and likely past serviceable life expectancy. Hot water (110 deg F) is provided for normal domestic use only. There is currently no recirculation loop in the building.

Higher temperature water (140 deg f) is also provided for kitchen use via a dedicated electric storage type water heater in the kitchen area. Additional temperature boosting for sanitization is provided at local equipment such as dishwashers. The status of the kitchen equipment is undetermined at this time but could remain for the short term. A specific change in food service use is not fully developed at this time.

Natural Gas is currently provided for the boiler equipment and food service cooking equipment by Washington Gas. Service entry consists of meter and pressure regulator outside the building near the boiler room. Service pressure is assumed to be low pressure (<1.0 psi) but further pressure assessments will be needed during design. No change in operating pressure is currently envisioned. Gas distribution piping is welded black steel and aged but currently serviceable.

Storm Water drainage is primarily for main roof areas and utilizes several risers throughout the building. A mixture of pipe types are noted with the base piping material being galvanized pipe. The life expectancy of galvanized pipe is very suspect. The existing roof drains are 3-inch and considered small. There is no emergency overflow drainage system except for two scupper drains and downspouts in the 'B' Wing.

Sanitary Waste and Vent systems are currently provided via multiple stacks and route by gravity to city sewers at several building exits. A mixture of pipe types are noted with the base piping material being galvanized pipe. The life expectancy of galvanized pipe is very suspect. Sewage ejector stations are provided in the boiler room area due to depth of floor surface and are serviceable. Kitchen waste lines and grease interception is currently provided. Interceptors will likely need replacement.

Plumbing Fixture quantities are evident of the former school requirements. All fixtures are sized for the older style full flow capacities and would not be permitted under newer code requirements for water conservation (low flow). The current fixture installations do not meet current AADG requirements for clearances and mounting heights. Most fixtures are aged and have not been well maintained. The aesthetic characteristics of the existing fixtures will likely be sufficient for replacement candidacy.

Recommendations

Water Service

Retain the existing 4-inch water service entry, metering and valving.

Install a new 8-inch underground water service for fire suppression from the existing mains in Hamilton Street to the current boiler room area. Provide fire service metering (exterior vault) in accordance with DC-WASA standard requirements. Refer to Fire Protection section for additional discussion.

Domestic water distribution

Retain the existing distribution main runs and demolish and re-pipe all local branch piping with Type-L copper for proposed renovated floor layouts.

Remove all existing insulation (hazmat handling required) and provide new 1-inch fiberglass insulation with vapor barrier jacket throughout.

Domestic Hot Water

The existing mechanical boilers are being eliminated so the hot water generation source will need replacement. Demolish the existing shell-and-tube tank system in entirety. Provide new, high efficiency, low NOx, gas fired, storage type domestic water heaters in the mechanical space. Utilize direct vent configurations to the exterior of the building. Sufficient storage capacity for the proposed fixture count has not been fully developed. Assume a minimum of two (2) 200 gallon domestic hot water generators will be provided to allow service maintenance and redundancy.

Domestic hot water distribution piping will generally be demolished and replaced as the demand layout will likely not be compatible with the current pipe sizing. A recirculation loop and pump will be provided to assure delivery temperature on a timely basis. All hot water supply and return piping will be Type-L copper and provided with 1-inch fiberglass insulation and vapor barrier jacket.

Natural Gas

Retain the existing service entry, meter and pressure-regulating equipment unless otherwise directed by Washington Gas.

Demolish and replace the interior distribution piping due to resizing of mechanical and plumbing equipment based on demand loads.

Storm Water Drainage

Retain the existing underground piping systems as is. Video tape survey and re-line (Fiberglass Sewer Re-lining) piping if survey indicates damage.

Replace all aboveground drainage piping with new, no-hub cast iron risers and laterals. The quantity of risers will remain similar but replacement and possible vertical re-routing cannot be ruled out.

Replace roof drains with larger (4-inch minimum) drains and cast iron materials. Provide a new overflow drainage system consisting of either additional overflow roof drains, combination roof/overflow drains or scuppers for each roof area. All overflow drain piping shall be run independent and discharge at readily observable location on the exterior of the building.

Sanitary Waste and Vent

Retain the existing underground piping systems as is. Video tape survey and re-line (Fiberglass Sewer Re-lining) if survey indicates damage.

Replace all aboveground waste and vent piping with new, no-hub cast iron risers and laterals. Provide lateral piping to new fixture locations as needed. The quantity of risers will remain similar but replacement and possible vertical re-routing cannot be ruled out.

Plumbing Fixtures

Demolish all existing plumbing fixtures and dispose of same.

Provide new, low flow fixtures throughout to satisfy federal water conservation requirements. Dual flush water closets are recommended as well as "pint" urinals.

Utilize sensor operated faucets and flushometers to maximize water conservation. Accessory sinks should be equipped with flow restriction devices to limit faucet flows to 0.5 GPM. All fixtures will be set and roughed-in in accordance with AADG guidelines.

Special Systems

Provisions for specialized systems such as laboratory waste, laboratory gases and high purity water are undetermined until building utilization programming is decided. No provisions are included at this time.

Potable water filtration and ancillary treatments are not required at this time.

D30 HVAC

Observations and Review of Documents

Our field observations confirm that the conditions of the existing HVAC systems are as indicated in the 2008 Facility Condition Assessment developed by Faithful + Gould; that is to say, the systems have exceeded standard life expectancies and are in poor condition. Practically speaking, there is no useful air conditioning or effective ventilation that would comply with current Indoor Air Quality (IAQ) requirements for a controlled environment. The existing systems are neither conducive to nor compatible with the HVAC concepts recommendations that strive to optimize energy performance while moderating renovation costs. Consequently, no part of the existing HVAC systems would be retained.

The existing heating plant has dual-fuel firing capability supported by natural gas service (off of Hamilton Avenue, entering at the boiler room) and a 15,000 gallon fuel oil storage tank that is located underground, exterior of the boiler room. As further explained under HVAC recommendations, fuel oil would not be required and the removal or abandonment of the existing storage tank accounted for.

As indicated under B20 Exterior Enclosure, windows should be replaced with double-paned assemblies for greater energy efficiency and compliance with the city's Energy Code and LEED criteria. HVAC recommendations are based an assumption of new double-paned window assemblies.

Recommendations

Overview

The HVAC recommendations strive to achieve a high degree of energy performance efficiency and maintainability and in doing so, employ a combination of concepts that can be implemented at lower costs than many standard approaches such as 4-pipe or Variable Air Volume (VAV) systems. (See Appendix Diagrams M1, M2, M3, M4, M5 for proposed system.) The recommendations avoid the installation of a chiller plant; greatly reduce the size of the heating plant and significant decrease the size of HVAC distribution systems, related space allocations and the level of difficulty to install the systems.

As described in more detail below, air conditioning systems would be Direct Expansion (DX) type, in both self-contained and ductless split-system configurations. The DX split-systems would be Variable Refrigerant Flow (VRF) systems that would be deployed in the main building (exclusive of the auditorium and cafeteria/gymnasium wings) in combination with Decoupled Outdoor Air (DOA) ventilation systems. The VRF systems would be so equipped and configured to also provide heat pump type heating on a zone-by-zone basis that would be simultaneously available with zone-by-zone cooling. VRF heat pump heating does not require supplemental electric heat during low ambient conditions and the VRF equipment and systems' configurations offer exceptional energy performance ratings at both full load and part load operations.

DOA ventilation distributes 100% preconditioned outdoor air to each space and does so by varying airflow in response to CO₂ sensors that monitor and maintain indoor air quality. This Demand Ventilation Control (DVC) approach curtails energy consumption for conditioning and distributing fresh air at constant flow rates and further reduces energy use when the systems are configured to reclaim energy from the buildings relief/exhaust air. The DOA systems would employ self-contained DX rooftop air handlers equipped with gas heat, variable volume supply and exhaust fans (VFD equipped) and energy reclaim features (heat wheels or heat-pipe).

The significance of combining VRF and DOA systems is that the distribution of cooling and heating energy throughout the main building is accomplished via refrigerant lines that are small in comparison to chilled water piping and heating water piping (See Sketch M5); and that ductwork is greatly reduced to sizes required to only distribute the fresh air component and not have to serve the total cooling requirement.

HVAC in the auditorium and cafeteria/gymnasium wings would be accomplished using self-contained DX rooftop air handlers equipped with gas heat, variable volume supply (VFD equipped) and ducted air distribution systems. The rooftop unit that would serve the auditorium would feature single zone VAV operation and DVC using CO₂ sensors to again modulate outdoor airflow on an as needed basis. Similar systems would be provided for each of the men and women's gymnasiums. A similar system that also included a variable volume return fan (VFD equipped) would be provided for the each of the serving/dining and multiuse areas. Rooftop units serving the kitchen and each of the men and women's gym locker areas would be constant volume.

A large portion of the facility's heating requirements would be served the self-contained DX rooftop air handlers equipped with gas heat (ventilation load) and by the DX split-systems VRF heat pump feature (main building occupied zones). There are remaining heating duties that based on energy costs, would be best served by heating water systems; or based on lowest installation costs, could be handled using electric heat. In view of this evaluation's stated goal of enhanced energy performance the remaining heating loads would be served by a new boiler plant, but the electric option could be revisited as a Value Engineering (VE) option. A smaller, more energy efficient boiler plant would use a battery of high efficiency, gas-fired, modulating pulse boilers. These boilers can be vented directly to the outdoors without the need of a chimney. Heating water would be distributed to re-heat coils associated with the various rooftop air handling units (used to reheat during dehumidification); to VAV terminals equipped with heating coils (multi-purpose areas); to cabinet heaters at every building entrance; to finned tube heaters at windows in the corridors, stairs, storage rooms and toilet rooms; and to unit heaters in the fire pump room and electric service room.

A Direct Digital Control (DDC) Building Automation System (BAS) would be provided to monitor and control all of the HVAC systems and to interface with packaged manufacturer controllers (boilers, self-contained DX rooftop units, VRF systems).

Demolition

Remove the existing HVAC systems in their entirety:

- All equipment and piping in the existing central plant including boilers, pumps, tanks, air compressors and controls, breaching and flues (cap at the existing chimney connection), unit heaters, fans, domestic water piping, heating water piping, gas piping (back to the existing gas service), etc.
- All heating water distribution piping throughout the building.
- All point of use heating equipment, including unit ventilators (close wall penetrations; See B20 Exterior Enclosure), cabinet heaters, unit heaters, radiators (toilet rooms, auditorium, gym, etc.), air handler coils, etc.
- All window AC units.
- All DX split-systems and associated ductwork.

- All air handling units and associated intake and exhaust louvers (close wall penetrations; See B20 Exterior Enclosure) and ductwork (auditorium, gym, etc.).
- All rooftop fans and gravity ventilators (approx. 35 places; seal roof penetrations; See B30 Roofing) and associated ductwork, including all toilet exhaust, locker rooms exhausts, kitchen exhaust and hood; shop rooms and labs exhausts, etc.
- All pneumatic control lines and air compressors.

The existing 15,000 underground fuel oil storage tank will no longer be required and must be removed or abandoned. The DC Underground Storage Tanks Management Division requires that the tank be emptied (properly disposing of all liquids and sludge) and cleaned and after notifying the Director to remove the tank, all in accordance with their regulations 6101; unless a tank removal variance is granted by the Director pursuant to 6101.7. The variance may be granted when the removal is likely to cause substantial structural damage or there are "other compelling circumstances." Prior to a variance being granted, a "Closure Assessment of the excavation zone to test for the presence of a release in the areas around the underground system is required. If a variance were to be granted, the tank would be emptied, cleaned and filled with inert solid material.

This evaluation should account for the tank (and all associated underground piping) to be emptied, cleaned and removed; and also include an allowance for the removal and proper disposal of any materials contaminated by leakage or spills.

Air Conditioning

Main Building (General): Air conditioning in the main building would come from two sources in combination. The DOA systems' self-contained DX rooftop air handlers will cool 100% outdoor air to maintain the systems' supply air temperatures at a constant 55° F. This air will not only satisfy required ventilation flow rates but will also provide all of the required latent cooling and a portion of the sensible cooling in a given temperature control zone (class room, office, etc.). Each temperature control zone would also be served by one or more DX ductless split-systems that would supplement the DOA systems cooling by providing the greater part of the required sensible cooling for the space. As indicated the split-systems would be part of the VRF systems.

Main Building (DOA Systems): Provide four self-contained DX rooftop air handlers; two 5,000 CFM, 34 Ton units to serve the wing along South Dakota Avenue and two 6,200 CFM, 42 Ton units to serve the wing over to the cafeteria/gymnasium (See Sketch M4). Provide gas lines from the main service in the boiler room up to each rooftop DOA air handling unit. Provide each unit with the following:

1. Energy reclaim section:
 - Combination 100% outdoor air intake/exhaust air segments with intake and exhaust dampers and dual air paths.
 - Filter banks (MERV 6 prefilters and MERV 13 finale filters) in the outdoor air path prior to air entering the energy reclaim device.
 - Energy reclaim wheel (total energy type) with wheel bypass dampers (both outdoor air and exhaust air streams).
 - Filter banks (MERV 6 prefilters) in the exhaust air path prior to air entering the energy reclaim device.
 - Fan segment in the exhaust air stream (fan sized at 90% of the units supply fan airflow and equip with VFD).

- Exhaust air intake segment with damper and connection on bottom.
- 2. Heating section, gas-fired.
- 3. Spacer section.
- 4. DX cooling coil section and associated air-cooled condenser segment.
- 5. Spacer section.
- 6. Supply fan section (equip fan with VFD).
- 7. Supply air discharge section with damper and bottom discharge).
- 8. Roof curb.
- 9. Packaged controls (with BAS interface)..

Each DOA system will serve spaces on one side of the corridor (single exposure) on all three floors of a respective wing (See Sketches M1, M2, M3 and M4). One of the two systems in each wing will also serve the corridor segments on each floor of that wing.

DOA supply air would be distributed via insulated medium pressure ductwork, to VAV terminals provided for each temperature control zone (typically a classroom). Each VAV terminal will modulate the flow of 100% outdoor air to its respective space, on a demand basis as monitored and controlled through the BAS by a CO₂ sensor. Insulated low pressure ductwork would carry the supply air from the VAV terminals to ceiling supply diffusers.

Exhaust air would be ducted from each temperature control zone back to respective DOA units on the roof. The exhaust ductwork would be low pressure with no insulation.

Provide a total of 55 VAV terminals with BAS controllers as follows (See Sketches M1, M2, M3 and M4):

1. 5,000 CFM, 34 Ton DOA system that would serve the NE exposure of wing along South Dakota Avenue:
 - 1ST Floor: Three terminals with 8 inch inlets.
 - 2ND Floor: Three terminals with 8 inch inlets.
 - 3RD Floor: Four terminals with 6 inch inlets and one terminal with an 8 inch inlet.
2. 5,000 CFM, 34 Ton DOA system that would serve the SW exposure of wing along South Dakota Avenue:
 - 1ST Floor: One terminal with a 6 inch inlet (to serve the corridor) and an allowance of six terminals with 6 inch inlets to serve administrative offices.
 - 2ND Floor: One terminal with a 6 inch inlet (to serve the corridor) and two terminals with 10 inch inlets.
 - 3RD Floor: One terminal with a 6 inch inlet and three terminals with 8 inch inlets (one of which would serve the corridor).
3. 6,200 CFM, 42 Ton DOA system that would serve the SE exposure of the wing leading to the cafeteria/gymnasium:
 - 1ST Floor: Five terminals with 6 inch inlets and one terminal with a 6 inch inlet.
 - 2ND Floor: Five terminals with 6 inch inlets and one terminal with a 6 inch inlet.
 - 3RD Floor: Five terminals with 6 inch inlets and one terminal with a 6 inch inlet.
4. 6,200 CFM, 42 Ton DOA system that would serve the NW exposure of the wing leading to the cafeteria/gymnasium:
 - 1ST Floor: Two terminals with 6 inch inlets and one terminal with an 8 inch inlet (to serve the corridor).
 - 2ND Floor: One terminal with a 6 inch inlet and four terminals with 8 inch inlets (one of which would serve the corridor).

- 3RD Floor: One terminal with a 6 inch inlet and four terminals with 8 inch inlets (one of which would serve the corridor).

Main Building (VRF Systems): Provide ten VRF systems; five to serve the wing along South Dakota Avenue and five to serve the wing leading to the cafeteria/gymnasium (See Sketches M1, M2, M3 and M4).

VRF systems use air-cooled condensing units that have high efficiency variable speed (inverter) compressors that are operated in conjunction with inverter fan motors in order to automatically modulate compressor capacity to maintain a constant refrigerant suction pressure, while varying refrigerant volume or flow. Simply stated, this technology allows a VRF system to be comprised of multiple split-system indoor units connected to shared distributive refrigerant lines, back to a single outdoor air-cooled condenser or a bank of two condensers. Up to 80 indoor units can be connected into a single VRF system; not to exceed a total system capacity of 20 Tons. VRF air-cooled condensers are available in 6, 8, 10 and 12 Ton models with a maximum pairing of two 10 Ton units. In addition, the allowable length and elevation rise of refrigerant line installations are far less restricted than with standard split-systems (2,000 ft runs and 400 ft elevations). With the addition of a third "heating" refrigerant distribution line and branch selector devices, the VRF system can also provide "heat pump" heating, even as other of its indoor units are simultaneously in cooling mode. There are multiple VRF equipment manufacturers.

Initial connected loads would not total 20 Tons for all of the 10 proposed VRF systems; however, VRF part load energy performance ratings and fractional unloading capabilities are exceptional. Consequently, VRF systems with 20 Ton capacities and typically sized refrigerant lines (See Sketch M5) would allow additional connectivity of indoor units and offer future flexibility without paying an operational penalty.

Therefore, provide ten 20 Ton VRF systems as follows:

1. Each of the 10 systems would have two roof mounted 10 Ton, air-cooled, digital scroll compressors (similar to Daikin model RXYQ120PYDN) with packaged control and BAS monitoring interface.
2. Each systems main refrigerant lines would be sized to accommodate 20 tons of connected cooling capacity (See Sketches M4 & M5) and would include a third line for simultaneous heating capability.
3. The three refrigerant lines would connect to a cooling/heating selector device in the ceiling of each temperature control zone (typically a classroom). Provide a total of 47 units (See Sketches M1, M2, M3) as follows:
 - Two units similar to Daikin model BSVQ36PVJU to serve administrative offices.
 - Twenty units seven similar to Daikin model BSVQ36PVJU.
 - Eighteen units similar to Daikin model BSVQ60PVJU.
4. Two refrigerant lines would then run from the selector device to the ductless indoor unit or units that would be installed in the ceiling to serve the temperature control zone. Provide packaged control and BAS monitoring interface. An integral condensate pump would be provided with each ductless indoor unit. Provide a total of 71 units (See Sketches M1, M2, M3) as follows:
 - An allowance for nine 7,500 Btuh units similar to Daikin model FXZQ07M7VJU to serve administrative offices.
 - Twenty four 2 Ton units similar to Daikin model FXFQ24MVJU.
 - Sixteen 2½ Ton units similar to Daikin model FXFQ30MVJU.

- Twenty two 3 Ton units similar to Daikin model FXFQ36MVJU.
- 5. Provide condensate drainage for each ductless indoor unit. The units' condensate connections on each floor would be collected into a drain line on each side of the corridor in each of the 2 main building wings. The floor-by-floor drain lines would connect to 4 new 2 inch drain risers that would in turn be connected to the SWW system.

Auditorium: Provide an 11,000 CFM (60% outdoor air), 47 Ton (total cooling), 3 1/2 Ton (sensible), self-contained DX rooftop air handling unit to serve the auditorium (See Sketch M4). Provide a gas line from the main service in the boiler room up to the auditorium air handling unit. Provide the air handling unit with the following:

1. Economizer Section with outdoor air intake, return air (bottom connection) and relief air discharge and associated dampers.
2. Filter section (MERV 6 prefilters and MERV 13 finale filters).
3. Heating section, gas-fired.
4. Spacer section.
5. DX cooling coil section and associated air-cooled condenser.
6. Spacer section.
7. Supply fan section (equip fan with VFD).
8. Sound-attenuation section.
9. Spacer section.
10. Reheat coil section including freeze protection circulation pump.
11. Supply air discharge section with damper and bottom discharge).
12. Roof curb.
13. Packaged controls (with BAS interface) for the gas heat and DX cooling and DDC (BAS system) controls for the variable supply fan and DVC operations.

Provide insulated, low pressure supply ductwork to ceiling diffusers and return ductwork from return registers situated low in the space. The return ductwork would be low pressure with no insulation.

Gymnasium/Lockers: For each of the men and women's gyms (including respective lobbies and storage rooms), provide 6,000 CFM (29% outdoor air), 20 Ton (total cooling), 15 Ton (sensible), self-contained DX rooftop air handling units (See Sketch M4). Provide a gas line from the main service in the boiler room up to each air handling unit. Furnish each of the air handling units similarly to the auditorium unit. Provide insulated, low pressure supply ductwork to ceiling diffusers and return ductwork from return registers situated low in the space. The return ductwork would be low pressure with no insulation.

For each of the men and women's locker areas provide 1,000 CFM (100% outdoor air), 6 Ton (total cooling), 3 1/2 Ton (sensible), self-contained DX rooftop air handling units (See Sketch M4). Provide a gas line from the main service in the boiler room up to each air handling unit. Provide insulated, low pressure supply ductwork to ceiling diffusers. Provide each air handling unit with the following:

1. Outdoor air intake Section with damper.
2. Filter section (MERV 6 prefilters and MERV 13 finale filters).
3. Heating section, gas-fired.
4. Spacer section.
5. DX cooling coil section and associated air-cooled condenser.
6. Spacer section.
7. Supply fan section (constant volume).

8. Sound attenuation section.
9. Spacer section.
10. Reheat coil section including freeze protection circulation pump.
11. Supply air discharge section with damper and bottom discharge).
12. Roof curb.
13. Packaged controls (with BAS interface) for the gas heat and DX cooling.

For each of the men and women's locker areas provide 2 rooftop exhaust fans (with associated roof curbs and dampers); a 300 CFM exhaust fan to each locker room's toilet area and a 500 CFM exhaust fan to serve each of the main locker areas. Provide DDC (BAS system) control of the fans and associated dampers. The exhaust ductwork would be low pressure with no insulation.

Multi-purpose Areas: Provide a 12,000 CFM (35% outdoor air), 40 Ton (total cooling), 30 Ton (sensible), self-contained DX rooftop air handling unit to serve the multi-purpose room, lobby and 4 activity areas (See Sketch M4). Provide a gas line from the main service in the boiler room up to the multi-purpose area air handling unit. Provide the air handling unit with the following:

1. Return air section with bottom connection and associated damper.
2. Sound attenuation section.
3. Return fan section (equip fan with VFD).
4. Economizer Section with outdoor air intake and relief air discharge and associated dampers.
5. Filter section (MERV 6 prefilters and MERV 13 finale filters).
6. Heating section, gas-fired.
7. Spacer section.
8. DX cooling coil section and associated air-cooled condenser.
9. Spacer section.
10. Supply fan section (equip fan with VFD).
11. Sound attenuation section.
12. Spacer section.
13. Supply air discharge section with damper and bottom discharge).
14. Roof curb.
15. Packaged controls (with BAS interface) for the gas heat and DX cooling and DDC (BAS system) controls for the variable supply and return fans and DVC operations.

Provide insulated, medium pressure supply ductwork to VAV terminals. Provide insulated, low pressure ductwork from the VAV terminals to ceiling diffusers in each temperature control zone. Provide return ductwork from ceiling registers in each temperature control zone. The return ductwork would be low pressure with no insulation.

Provide a total of 12 VAV terminals with heating coils and BAS controllers (See Sketch M2). Provide eight terminals with 10 inch inlets and four terminals with 12 inch inlets.

Dining Area: Provide a 13,000 CFM (80% outdoor air), 67 Ton (total cooling), 42 Ton (sensible), self-contained DX rooftop air handling unit to serve the cafeteria dining area (See Sketch M4). Provide a gas line from the main service in the boiler room up to the air handling unit. Furnish the air handling unit similarly to the auditorium unit. Provide insulated, low pressure supply ductwork to ceiling diffusers and return ductwork from ceiling return registers. The return ductwork would be low pressure with no insulation.

Kitchen: Provide 5,800 CFM (100% outdoor air), 35 Ton (total cooling), 21 Ton (sensible), self-contained DX rooftop air handling units (See Sketch M4). Provide a gas line from the main service in the boiler room up to the air handling unit. Provide insulated, low pressure supply ductwork to ceiling diffusers. Furnish the air handling unit similarly to the locker room units.

Ventilation

Outdoor Air: Outdoor air provisions as described under Air Conditioning for each building area are in compliance with indoor air quality standards and code requirements.

In addition, outdoor air would be drawn through the boiler room and main electrical equipment room in order to provide ventilation cooling and boiler combustion air. Provide a new wall-prop type ventilation fan in each space and replace the existing associated wall louvers and dampers. Provide DDC (BAS system) control of the fans and dampers.

Exhaust Air: Provide two 1,500 CFM, rooftop exhaust fans and associated curbs and dampers (See Sketch M4) to serve the men and women toilet rooms that are stacked on each floor of the main building. Provide DDC (BAS system) control of the fans and dampers.

Provide a 1,000 CFM, rooftop exhaust fan and associated curb and damper (See Sketch M4) to serve the toilet room in the men's locker area and the combined men and women toilet rooms in the multi-purpose area. Provide DDC (BAS system) control of the fan and damper.

Provide a 500 CFM, rooftop exhaust fan and associated curb and damper (See Sketch M4) to serve the toilet room in the women's locker area. Provide DDC (BAS system) control of the fan and damper.

Provide two 700 CFM, rooftop exhaust fans and associated curbs and dampers (See Sketch M4) to serve the men and women locker rooms. Provide DDC (BAS system) control of the fans and dampers.

Provide 3 rooftop exhaust fans (with associated roof curbs and dampers); a 6,000 CFM exhaust fan to serve a kitchen hood and two 3,000 CFM exhaust fans to serve the main kitchen areas when the hood is not in operation. Provide DDC (BAS system) control of the fans and dampers associated with the main kitchen exhaust fans. The kitchen hood exhaust ductwork would be welded black steel in compliance with grease duct standards. The main kitchen exhaust ductwork would be low pressure with no insulation.

Provide an allowance for additional exhaust fans that may result from subsequent facility programming; such as for lab classrooms and/or vocational training applications such as welding, etc.

Heating

Provisions for heating ventilation air (rooftop air handling units equipped with gas-fired heat exchangers) would be as described under Air Conditioning for the DOA systems (main building) and for rooftop air handling units that would serve each particular building area.

Provisions for heating occupied spaces in the main building (split-system heat pumps) would be as described under Air Conditioning for the VRF systems.

Additional heating would be provided by a heating water system. Heating water would be distributed to re-heat coils associated with the various rooftop air handling units and to a few VAV terminals equipped with heating coils (as described under Air Conditioning); to cabinet heaters at every building entrance; to finned tube heaters at windows in the corridors, stairs, storage rooms and toilet rooms; and to unit heaters in the fire pump room and electric service room.

The heating plant would use a battery of high efficiency, modulating pulse boilers arrayed in a manifold configuration. These boilers would be vented directly to the outdoors without the need of a chimney. Heating water distribution would be accomplished using primary/secondary pumping. An in-line type primary pump would be furnished for each boiler. Three secondary pumps (each sized for 50% of the total required flow rate) would be base-mounted spit-case type that are each equipped with a VFD for variable flow distribution to 2-way heating water control valves at each heating coil and point of use heating equipment.

Provide the following:

1. 3 modulating pulse boilers, each with Net IBR outputs of 230 MBH, similar to Burnham, Alpine model ALP285.
2. Three 1 HP in-line pumps.
3. Three 75 HP base-mounted spit-case pumps with VFDs.
4. An allowance for associated boiler plant accessories such as expansion tanks, chemical treatment, etc.
5. Insulated distribution piping to the indicated heating equipment.
6. Packaged controls (with BAS interface) for the boilers and DDC (BAS system) controls for the pumps and heating water control valves throughout.

D40 FIRE PROTECTION

Observations and Review of Documents

Sprinklers and Standpipes

At present, the build does not have fire protection sprinklers and there are neither standpipes nor a building fire service. Fire protection recommendations include the addition of sprinklers and standpipes; however, a flow test must be conducted in order to verify available water pressure and flow and to determine whether a fire pump would be required. Pending a flow test, a new fire pump and related power requirements should be accounted for.

Fire Alarm

Based on the field observation, the condition of existing fire alarm system is as stated in the 2008 Facility Condition Assessment report by Faithful + Gould Inc.: "good". The following conditions were confirmed by observation:

1. The majority of fire alarm devices and infrastructure has outlived its standard service life of 20-30 years. The system is estimated to have been installed circa 1970 (as stated in the FCA report).

2. The existing system does not meet current fire code and ADA requirements. The system is lacking visual devices (only bells are present) and smoke detection devices (as stated in the FCA report).
3. Some manual pull stations are more than 5'-0" from exit doors. This does not meet current fire code (as stated in the FCA report).
4. The FACP (located in the Main Electrical Room) monitors the system and provides local alarm (as stated in the FCA report).

Recommendations

Sprinklers and Standpipes

Install standpipes and fire protection sprinklers throughout the building in compliance with the D.C. Construction Codes of 2008, consisting of the 2005 National Electric Code (NEC), the 2006 International Fire Code (IFC), the District of Columbia Fire Prevention Code Supplement (DCMR 12H), and all other codes mandated by the Department of Consumer and Regulatory Affairs.

A new 6 inch fire service would need to be installed from Hamilton Avenue into the existing boiler room. With the removal of the existing boilers, heating water pumps and appurtenances (See D33 HVAC Recommendations), there would be space for the installation of a fire pump. Pending the results of a flow test, allow for a 1250 GPM, 150 HP fire pump.

Standpipes would need to be installed in fire-rated stair enclosures. Sprinkler zone valve assemblies would tap off the standpipes at each floor. The standpipes would also have 1½ inch hose connections at each floor, such that the entire building floor plan would be within 150 ft. travel distance from of a hose connection. This would be accomplished by installing a 4 inch standpipe in each of Stairs 1, 2, 3, 5 and 7. There will also need to be two 1½ inch hose connections at the back and on both sides of the auditorium stage. The stage hose connections can be served directly from the auditorium sprinkler zone and do not require an additional standpipe.

A 6 inch fire protection pipe would be installed from the fire pump out to Stair 3. In the first floor corridor, a 4 inch line would tap off of the 6 inch pipe and extend to the 4 inch standpipe risers in Stairs 1 and 2. The 4 inch Stair 3 standpipe riser would tap off of the 6 inch line, after which the 6 inch line would reduce to 4 inch and hence would extend to the 4 inch standpipe risers in Stairs 5 and 7. Fire protection piping would be schedule 40 black steel with Victaulic fillings.

Sprinkler piping would extend from each zone valve assembly to sprinkler heads distributed as required for full building coverage and according to the referenced codes. A 2 inch, test drain riser would be installed next to each standpipe riser to serve fire department test valves included in each zone valve assembly.

Fire Alarm

Due to the age and condition of the existing fire alarm system, and due to the projected change-of-use by The University of the District of Columbia, it is recommended that the entire fire alarm system be demolished and replaced.

All fire alarm work will be in accordance with the 2005 National Electric Code (NEC), the 2006 International Fire Code (IFC), the District of Columbia Fire Prevention Code

Supplement (DCMR 12H), and all other codes mandated by the Department of Consumer and Regulatory Affairs.

Demolition:

1. Remove all fire alarm devices, such as pull stations and bells, and remove associated circuit conductors and raceway.
2. Where fire alarm circuits are located within CMU walls, remove all conductors and abandon conduit in place. Cut and cap all conduit stub-ups from CMU walls. Provide coverplates where flush-mounted devices are removed.
3. Remove the existing fire alarm control panel (FACP) and associated circuit wiring.

System Overview: A complete code approved, addressable fire alarm system, will include but not be limited to:

1. Fire Alarm Control Panel (FACP)
2. Main Zoning Annunciator Panel located at the building main entrance
3. Remote Zoning Annunciator Panels with LCD directory style display (1 remote panel per zone)
4. Visual and Audible notification devices (horns and strobes)
5. Manual Pull Stations
6. Sprinkler Tamper and Flow Switches
7. Elevator Smoke Detectors
8. Space and HVAC duct mounted smoke detectors on HVAC units having a capacity of 2,000 cfm (cubic feet per minute) or greater
9. Connection to HVAC System for control from Fire Alarm Control Panel
10. Connections to elevator control panels, from Fire Alarm Control Panel
11. Connections to fire pump control panels (if required)

D50 ELECTRICAL

Observations and Review of Documents

Based on the field observation, the condition of the existing electrical system is as stated in the "Facility Condition Assessment (FCA)" report performed by Faithful + Gould Inc.: "fair to poor". The following conditions were confirmed by observation:

1. The majority of electrical equipment has outlived its standard service life of 20-30 years (as stated in the FCA report)
2. There was little evidence that routine maintenance was performed on electrical equipment (as stated in the FCA report)
3. There was visual evidence of corrosion on electrical equipment enclosures and some degradation of conductor insulation
4. In electrical panelboards many circuit breakers appeared damaged or missing.
5. Numerous light fixtures were damaged or discolored (as stated in the FCA report)

As stated in the FCA report, the building receives 208Y/120V, 3 phase, 4 wire electrical service from an underground vault transformer supplied by Potomac Electric Power Company (PEPCO). The vault is located approximately 30 feet to the south of the existing main electrical room and can be accessed via grated hatch. No electrical drawings were provided, and the hatch was unable to be accessed at the time of observation, so the capacity of the transformer (KVA) and primary voltage

are unknown. The FCA report speculated a transformer capacity of 1,000 KVA based on the ratings of the service disconnects.

As stated in the FCA report, underground ducts are routed from the transformer to a current transformer (CT) cabinet. A wire trough, on the load-side of the CT cabinet, supplies (3) 208Y/120V service disconnects rated 600A, 800A, and 1200A.

The building has only one dedicated electrical space—the main electrical room located on the first floor. Branch circuit electrical panelboards are located throughout the building. It appears as though classrooms are served from recessed panelboards located in corridors. Mechanical and kitchen equipment are served at 208V single and three phase, while receptacles, lights, and smaller equipment loads are served at 120V. The auditorium has a dimming system for house and stage lighting.

Much of the wall construction in the building is concrete masonry unit (CMU) block, and the majority of electrical devices on CMU walls are flush mounted. In some spaces, such as the auditorium and laboratories, floor mounted electrical devices were observed.

As stated in the FCA report, emergency power is provided by a separate feeder tap to the incoming service and is utilized for emergency lighting only. Light fixtures and exit signs with battery backup are located throughout the building.

Recommendations

Overview

Due to the age and condition of the existing electrical system, it is recommended that the entire electrical system be demolished and replaced. Additionally, the existing service voltage (208Y/120V) and capacity (1000 KVA) are not recommended for a building of this size (approx. 126,000 square feet) and projected usage by The University of the District of Columbia. It is recommended to provide a 480Y/277V service to the building. This will allow for large mechanical loads to be served at 480V, 3 phase, and lighting to be served at 277V, single phase. This presents more efficient power distribution in the building and minimizes feeder and branch circuit conductor sizes.

The following is the recommended approach to provide a new electrical system for the building, including: demolition of existing systems, service, infrastructure, receptacle, lighting, and other devices:

Codes and Standards

All electrical work will be in accordance with the 2005 National Electric Code (NEC), the 2006 International Building Code (IBC), the District of Columbia Electric Code Supplement (DCMR 12C), and all other codes mandated by the Department of Consumer and Regulatory Affairs.

Demolition

1. Remove electrical service transformer and associated service entrance conductors and raceway.
2. Remove all electrical panelboards and associated feeders and raceway.
3. Remove all electrical devices such as receptacles, lights, and switches, and remove associated branch circuit conductors and raceway.

4. Remove all branch circuit conductors, raceway, and associated disconnects for mechanical equipment.
5. Where branch circuits are located within CMU walls, remove all conductors and abandon conduit in place. Cut and cap all conduit stub-ups from CMU walls. Provide coverplates where flush-mounted devices are removed.
6. Where branch circuits are located in concrete slabs, remove all conductors and abandon conduit in place. Cut and cap all conduit stub-ups.

Electrical Service

The service requirements will be coordinated with PEPCO to provide a 2000 KVA, 480Y/277V (secondary voltage) transformer and 3 phase, 4 wire, 60 Hz incoming secondary service feeders. The transformer will be located in the existing underground vault located approximately 30 feet south of the main electrical room (or in a location determined by PEPCO). If the building requires a fire pump, a separate secondary lateral feeder will be provided. These feeders will be in underground concrete encased ductbanks from the transformer to the incoming section of the normal power distribution switchboard and to the fire pump bolted pressure switch (if required).

The incoming line section of the switchboard will consist of a C/T compartment for metering equipment and the main circuit breaker. The entire cubicle is to be fabricated in full compliance with PEPCO requirements.

Provide a feeder tap compartment for the "tap ahead of the main". This feeder tap will be made between the metering compartment and the normal power main breaker compartment of the main distribution switchboard. The feeder will extend out and terminate in a separately mounted fused bolted pressure switch, located immediately adjacent to the switchboard. If emergency power is required, a second tap will serve as the "normal power connection" to the emergency power distribution panel via an automatic transfer switch. (See "Emergency Power Distribution" for further information).

If a fire pump is required, the secondary lateral feeder from the transformer to the fire pump will run through a PEPCO approved metering compartment and terminate in a fused, bolted pressure switch, sized equal to or greater than the locked rotor current of the fire pump (and jockey pump if provided). This switch will be located within the fire pump room and will extend to the "normal power connection" side of the automatic transfer switch provided by the fire pump manufacturer. (See "Emergency Power Distribution" for further information.)

Normal Power Distribution

The Main Switchboard will be rated 3000A, 480Y/277V, and will allow for 25% future growth (see "Building Load Calculations"). Switchboard feeder circuit breakers will feed lighting and mechanical panelboards throughout the facility, as well as elevators. All feeder circuit breakers will be molded-case. Lighting panelboards will serve 277V lighting fixtures and small mechanical equipment. Additionally, lighting panels will feed 480V- 208Y/120V transformers, which will in turn feed convenience receptacle panelboards. Dedicated 480Y/277V mechanical panelboards, 480V-208Y/120V transformers and 208Y/120V mechanical receptacle panelboards will serve mechanical equipment located in the first floor mechanical

room and on the roof. It is also recommended to provide a dedicated 480V- 208Y/120V transformer and 208Y/120V panelboard to serve kitchen equipment.

It is anticipated that the renovated University facility will have computer, information technology, and telecommunication equipment loads. For these loads, it is recommended to provide K-13 rated transformers and 208Y/120V panelboards to minimize harmonic disturbances. For electrical load calculation purposes, it is anticipated that approximately one half of the University academic spaces will have dedicated computer power (see "Building Load Calculations").

The existing building does not contain electrical closets or any dedicated electrical spaces besides the Main Electrical Room. It is recommended to provide electrical closets in the renovated facility to house the equipment described above. The following electrical room/closet distribution is recommended:

1. Provide a Main Electrical Room to house all electrical service equipment in approximately the same location as the existing electrical room.
2. Provide one electrical closet on each floor of each academic wing (total of 6). Each closet will contain: one lighting panel, one convenience receptacle transformer, one convenience receptacle panelboard, one K-13 computer transformer, and one 2-section computer receptacle panel, and one emergency lighting panel (if a generator is installed). Third floor electrical closets will also contain 480Y/277V mechanical panelboards, 480V-208Y/120V transformers and 208Y/120V mechanical receptacle panelboards to serve rooftop equipment.
3. Provide one electrical closet on each floor of the kitchen/multi-purpose/gymnasium wing (total of 2). Each closet will contain: one lighting panel, one convenience receptacle transformer, and one convenience receptacle panelboard. In addition, the second floor electrical closet will contain a 480V-208Y/120V transformer to serve a dedicated kitchen equipment panelboard located in the kitchen.
4. Provide one electrical closet for the auditorium wing. The closet will contain: one lighting panel, one convenience receptacle transformer, and one convenience receptacle panelboard, as well as a 480V-208Y/120V transformer and dimming cabinets for auditorium house and stage lights.
5. In the first floor mechanical room, provide a dedicated 480Y/277V mechanical panelboard, 480V-208Y/120V transformer, and 208Y/120V mechanical receptacle panelboard to serve equipment located in the space.
6. In each elevator machine room (total of 2), provide a main disconnect for each elevator, and a 480V-208Y/120V transformer, and 208Y/120V receptacle panelboard to serve elevator circuits.

Emergency Power Distribution

If a fire pump is required, it will be necessary to provide a generator for emergency power to the fire pump. The generator would also provide power to emergency (egress) lighting.

The generator will be diesel driven and located outdoors in a weatherproof enclosure south of the Main Electrical Room. The size of the generator will be sufficient to handle the operation of the fire pump (and jockey pump if provided) and emergency lighting. The estimated rating of the generator is 200 KW, 480Y/277 volt, 3 phase, 4 wire. The generator will be equipped with a fuel tank with capacity to allow the generator to supply power to the

fire pump for a minimum of 8 hours. The estimated required capacity of the fuel tank is 175 gallons.

The generator will be equipped with two output circuit breakers—one to serve the fire pump and one to serve a 4-pole automatic transfer switch (ATS) located in the Main Electrical Room. A 480Y/277V Emergency distribution panelboard will be served from the load side of the ATS and will feed emergency lighting panelboards throughout the building. The normal power connection to the ATS will be from a tap ahead of the main circuit breaker in the Main Switchboard. Feeders from the generator to fire pump and ATS will be in underground ducts.

Lighting

Lighting levels in all areas will comply with the recommendations of the Illuminating Engineering Society (IES). As a guide, the following are typical areas and the approximate levels of illumination that will be provided:

<u>Area</u>	<u>Footcandle Level</u>
• Lobby	20
• Elevator Lobbies	20
• Corridors	20
• Storage Rooms	20
• Mech/Elec. Rooms	25
• Classrooms	30
• Cafeteria/ Multi-purpose	30
• Auditorium	40
• Kitchen	50
• Gymnasium	100

Lighting fixtures will consist of 2' x 2' and 2' x 4' recessed fluorescent, 6" x 4' direct/indirect fluorescent, industrial strip fluorescent (in utility spaces), and compact fluorescent downlights. Some decorative lighting may be used in lobby spaces or other areas of interest. High bay fluorescent lights will be used in the gymnasium.

All light fixtures will be 277V and utilize electronic ballasts. Linear fluorescent lamps will be T8, T5, or T5 HO. All fluorescent lamps will comply with the Washington, D.C. DCRA efficacy requirements.

The facility will be provided with an automated lighting control system in compliance with ASHRAE 90.1 and the 2006 ICC International Energy Conservation Code. The lighting control system will consist of automatic shutoff devices, dual technology occupancy sensors, and other devices as required.

If an emergency generator is not provided, fluorescent wall-pack type light fixtures with battery backup will be provided throughout the building. These fixtures will be circuited to normal power lighting panelboards and will provide emergency lighting (1 fc minimum) when a power outage occurs. Exit signs will be LED-type. All emergency light fixtures will be equipped with 90 minutes of battery run-time.

Electrical Equipment

1. Feeders, sub feeders and branch circuit wiring for light, power and control, including conduit systems, and connection to all distribution boards, panelboards, outlet boxes, lighting, motors and transformers in the project will be provided.
2. Emergency and normal circuits shall not be combined in the same raceways or junction boxes.
3. Each panelboard will have a main overcurrent protective device.
4. Disconnect switches and motor starters will be provided for all motors, building equipment and user equipment in compliance with the NEC.
5. Wire and Cable:
 - a. All wires will be copper
 - b. Minimum of 14 AWG for control wiring
 - c. Generally, minimum 12AWG for lighting and convenience receptacle circuits.
 - d. Wire sizes larger than 10AWG will be stranded.
 - e. All wires will be THWN/THHN thermoplastic insulations rated at 75 degree C.
6. Raceway system:
 - a. EMT will be used for all feeders.
 - b. MC cable will be used for branch circuiting concealed by walls or ceilings.
 - c. Where branch circuit raceways are exposed, EMT or nonmetallic raceway ("wiremold" or similar) will be used.
 - d. PVC conduit will be used underground or where concrete encased.
 - e. Flexible steel conduit will be used for interior connections to rotating or vibrating equipment.
 - f. In wet or damp locations and in mechanical equipment rooms, flexible steel conduit with weatherproof PVC jacket will be used.
7. Receptacles will be specification grade, NEMA configuration as required.

Grounding

The grounding system will comply with NFPA 70- Article 250 as a minimum. No conduit will be used for the purposes of grounding. A separate equipment ground conductor will be provided for all feeder and branch circuits. A ground bus will be provided in each electrical room.

Building Load Calculations

		Lighting	Conv. Recep	Computer Recep	Mech	Elevators, Fire Pump, Misc	Kitchen	Total KVA	Total Amps
	VA/SF	3.0	1.0	5.0	6.0	1.5	35.0	-	-
Space Type	Square Footage							-	-
Academic (Computer)	39,000	117.0	39.0	195.0	234.0	58.5	0.0	-	-
Academic (Non-Computer)	39,000	117.0	39.0	0.0	234.0	58.5	0.0	-	-
Auditorium and Support	10,000	30.0	10.0	0.0	60.0	15.0	0.0	-	-
Cafeteria/ Multi-Purpose	16,600	49.8	16.6	0.0	99.6	24.9	0.0	-	-
Gymnasium and Support	18,800	56.4	18.8	0.0	112.8	28.2	0.0	-	-
Kitchen	2,200	6.6	2.2	0.0	13.2	3.3	77.0	-	-
Total	125,600	376.8	125.6	195.0	753.6	188.4	77.0	1,716.4	2,068.0
Total X 1.25	-	-	-	-	-	-	-	2145.50	2584.94

D60 SAFETY, SECURITY & ACCESS CONTROL

Observations and Review of Documents

The facility is generally secured.

Recommendations

New security systems will need to be installed consistent with UDC criteria.

E. EQUIPMENT AND FURNISHINGS

Observations and Review of Documents

Academic Building: Cooking ranges have been removed from the classroom. Lab benches are in good condition.

Auditorium: The seating in the auditorium has been removed. Existing drawings note that seating for 718 had been installed.

Cafeteria: Kitchen cooking equipment has been removed, with the exception of the ventilation hood. The working condition of the hood is unknown. Sinks, counters and the walk in cooler remain, although the working condition of the cooler is unknown.

Gymnasium: The basketball hoops have been removed from the gym. Based on the original as-builts, 600 of the existing 650 12"x12"x12" metal lockers have been removed from the locker rooms. Locker room wood plank benches are in poor condition and some have been removed. The bench pedestals appear intact and in good condition.

Recommendations

Academic Building: Depending upon the program lab benches may be reused.

Auditorium: New seating, with accessible spaces, may be installed depending upon the program.

Cafeteria: Cooking and baking equipment may be replaced depending upon the program.

Gymnasium: Locker room benches and Lockers may be replaced depending on program. This study will assume that the block "footings" on the floor, where the lockers were, will be replaced with tile to match existing adjacent.

Approximately 240 square feet of block will be removed and replaced with tile.

F. SPECIAL CONSTRUCTION AND DEMOLITION

Observations and Review of Documents

While the building superstructure and shell are in good condition, the interior finishes including flooring and ceilings will need to be demolished. The services including plumbing, HVAC, and electrical need to be completely demolished.

Recommendations

Depending upon UDC's program requirements significant quantities of interior finishes and building services should be demolished.

G. SITE IMPROVEMENTS

Observations and Review of Documents

Exterior Stairs, Overhead Walk, Sidewalks and Retaining Walls: The main entrance stairs are granite, and other stairs around the building are poured concrete. The exterior stairs are in fair and useable condition, but are chipped or cracked in many areas. The overhead walk is poured concrete, and appeared to be in fair condition, with several chipped areas. Sidewalks are in generally poor condition.

Parking Lots: Asphalt paved parking lots are in poor condition.

Fencing: Chain link fence surrounds the property and overhead walk. The fencing is functional, but unsightly and unwelcoming.

Outside Athletic Courts: The athletic courts are currently in not useable condition, and are overgrown with vegetation.

Exterior Lighting: Exterior lighting was not surveyed in detail during the recent site visit, but appears to be inadequate for a building that will regularly be used in the evenings by instructors and commuting students.

Recommendations

Exterior Stairs, Overhead Walk, Sidewalks and Retaining Walls: As noted in the Facility Condition Assessment, exterior stairs and the overhead walk are in generally good condition, but should be patched to provide smooth surfaces. The sidewalks need to be replaced to provide a smooth walking surface and ADA compliance. The exterior platforms at the entrance to the multi-use space should also be refurbished, as this area has the potential to become a major program element.

The 2008 Facility Condition Assessment notes approximately 450 square feet of concrete sidewalk panels to be replaced; and includes costs for repairing the overhead walk and refurbishing exterior stairs.

Parking Lots: Parking lots will need to be repaved and repainted. Consideration should be given to ADA accessible spots, as well as assigned parking for professors, admin, maintenance, commuting students, and visitors.

The Facility Condition Assessment notes approximately 9,500 square yards of full-depth paving repair.

Fencing: The building will be occupied during a greater part of the day as a community college than as a middle school. The longer operating hours are assumed to afford greater security for the building, but programmatically, fencing may still be required. Fencing should be replaced with a system appropriate to the building's use: ornamental metal fence would enhance the site's appearance, while maintaining the security level. Some welded wire fences may also achieve the desired appearance.

The 2008 Facility Condition Assessment notes 1,700 linear feet of fencing to be replaced.

Outside Athletic Courts: It is not known at this time whether the courts are to be refurbished and used as part of the college program. It is recommended that the vegetation be removed periodically, and minor maintenance performed, such that if the courts are to be used in the future, the refurbishment effort has not increased.

Exterior Lighting: Exterior lighting coverage needs to be increased to account for increased evening use.

The Facility Condition Assessment notes 15 new site lights to be installed.

H. ACCESSIBILITY

Observations and Review of Documents

Accessible Entrances: Please see the 2008 Facility Condition Assessment for a comprehensive discussion about ADA compliant entrances. At present, the main entrance stairs meet ADA guidelines, but the entrance does not have a required ramp. The ramp into the kitchen does not, according to the report, have an ADA compliant slope. This ramp could not be used as an accessible entrance for students, as it enters "back-of-house" spaces and does not offer ready access to spaces regularly occupied by students. The ramp to the multi-use space is ADA complaint, according to the report. The overhead walk leading to the gym may count as ADA accessibility to that area. The building does not currently have an accessible drop-off/pick-up area.

Elevators: The building is currently not equipped with passenger or freight elevators.

Signage: The building is currently not provided with ADA compliant signage.

Toilet Rooms: Currently, none of the toilet rooms meet ADA guidelines for accessible fixtures or clearances. From observation, there was not adequate clearance in the stalls for wheelchair access, and no grab bars are installed.

Recommendations

Accessible Entrances: The main entrance on South Dakota Avenue will need an ADA compliant ramp. Due to the length of the ramp, it is recommended that it run parallel to S. Dakota Avenue, replacing one of the planters adjacent to the main entrance. The multi-use space has the potential to become a major program element for students, such as a student lounge or study area for commuters. It is recommended that the ramp be refurbished and an entrance feature be installed at the side door to note this entrance. This ramp may be an element of an egress route for students. If an accessible drop-off/pick-up area near the parking lot is desired, an ADA compliant ramp may be considered for an entrance leading from the parking lot.

Elevators: As noted in the report, it is recommended that two passenger elevators be installed. A freight elevator may also be installed for convenience. It is recommended that the primary passenger elevator be installed opposite stair 2, adjacent to the main lobby, with a secondary elevator near either stair 4 or stair 1.

Signage: All regularly used interior spaces should be identified with ADA complaint signage. Wayfinding signs throughout the building should identify accessible routes and emergency egresses. Exterior signage should be installed to identify locations of accessible entrances.

Toilet Rooms: Significant reconfiguration of the toilet rooms will be necessary to meet ADA guidelines. The report recommends replacement of the sanitary line; the possibility of increased number of fixtures might necessitate this. Lavatory height and clear space under the counter will need to be altered. One stall in each of the toilet rooms should meet ADA guidelines for clear floor space, fixture height, and grab bars. It is a possibility that the size and number of existing toilet rooms may not be sufficient to meet increased fixture counts and required clearances.

I. HAZARDOUS MATERIALS

Observations and Review of Documents

As-built drawings note asbestos plaster as a ceiling finish for many rooms. The drawings also note vinyl asbestos tile as a floor finish for many rooms. Ceilings will need to be removed throughout the building to allow for installation of the fire suppression system. Approximately 75% of the floor tile will be disturbed in the course of replacing mechanical systems.

A hazardous materials survey was not available to the RTKL team. The Faithful+Gould report references earlier studies and noted that their understanding was that "the building contains numerous hazardous materials." Among their items were:

- Asbestos containing insulation, mastics and plies at the original roof system (now encapsulated by the present recovery roof system.)
- 9" x 9" asbestos containing floor tiles and associated mastics throughout the entire building.
- 12" x 12" asbestos containing ceiling tiles throughout the entire building
- Asbestos containing pipe insulation at the boiler room
- Lead-based paint at painted areas throughout the interior and exterior of the building
- A 15,000 gallon capacity underground storage tank (UST) provided below the asphalt paved service yard.

Recommendations

We recommend that a thorough assessment be completed by a firm that specializes in hazardous materials abatement. This firm will be able to assist with removal options and associated costs for each material.

J. ENVIRONMENTAL ANALYSIS

Observations and Review of Documents

It is our understanding that this project may pursue LEED 2009 under the LEED for New Construction program. A project of this scope, where mechanical systems are being replaced and building enclosure is being updated, is a good candidate for LEED.

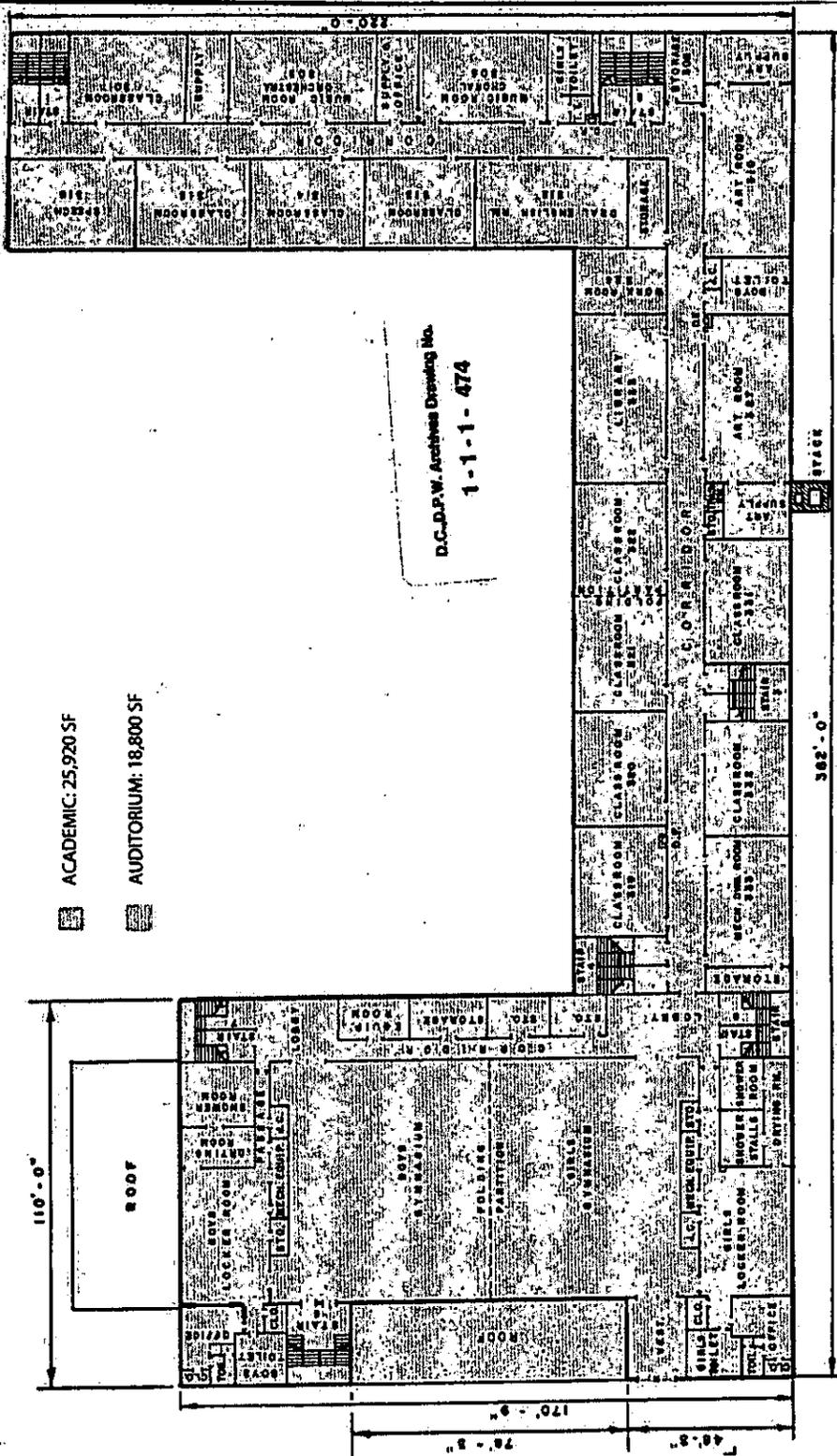
Recommendations

Evaluate the LEED criteria as the project progresses to determine features that meet UDC's programmatic and cost objectives. Among the examples would be Water Use Reductions by replacement of the sanitary line represents an opportunity to consider greywater use for toilet flushing and landscape irrigation. Water-efficient fixtures should be considered. Opportunities for storm-water reuse occur with the large roof and paved areas. Interior Finishes should also be considered. Replacement wood & wood veneer doors provide an opportunity to use FSC certified or recycled core materials. FSC certified wood is often a significant added cost, but recycled-content cores may not be. Many finishes, such as floor tiles, paints, carpet and adhesives, are available in low VOC materials. Gypsum board and ACT tiles often contain recycled content at low, if any, added cost.

THIRD FLOOR

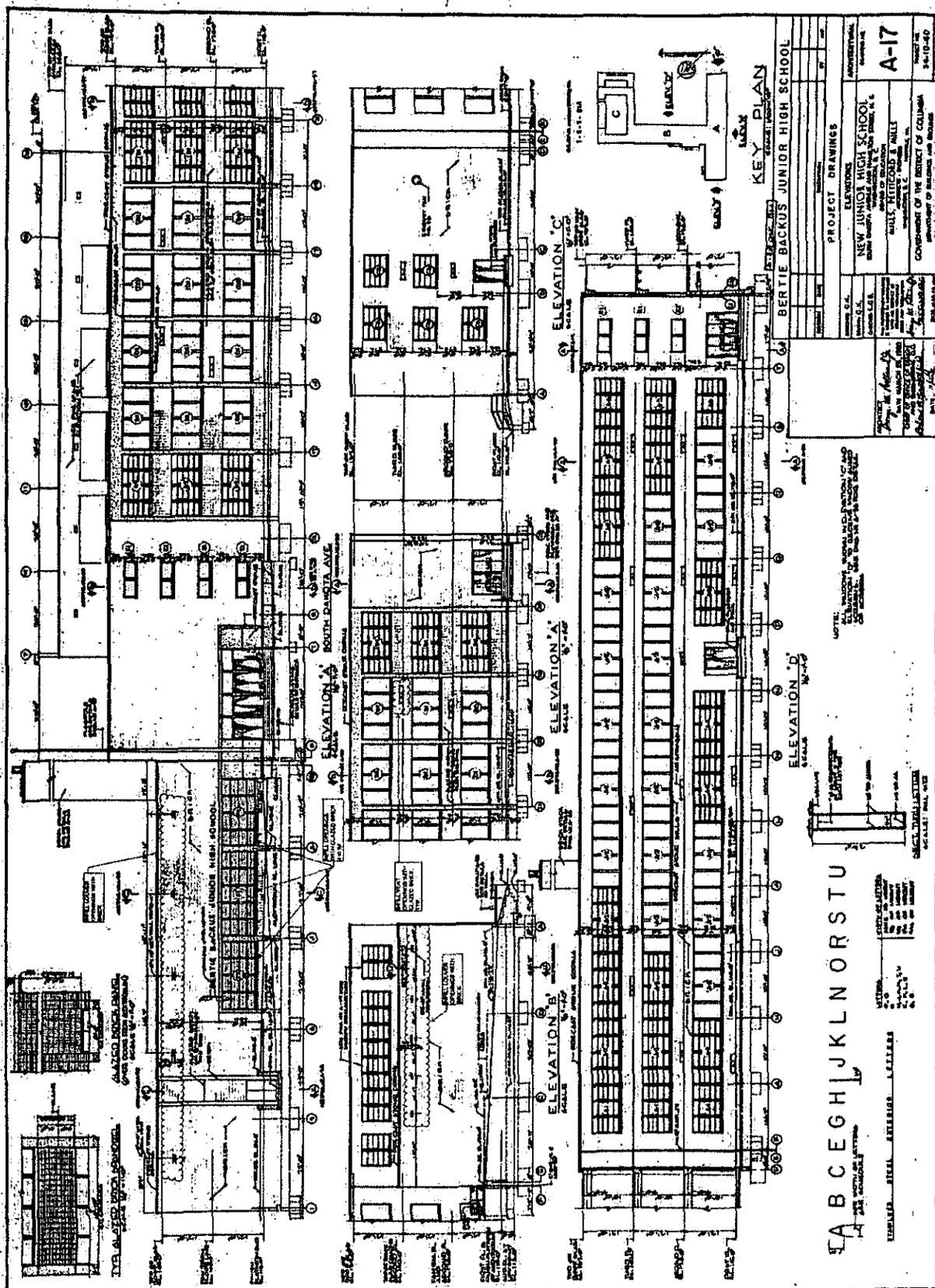
ACADEMIC: 25,920 SF

AUDITORIUM: 18,800 SF



Third Floor Plan
 BERTIE BACKUS JR. HIGH SCHOOL
 SCALE: 1" = 30'

DEPT. OF BUILDINGS & GROUNDS
 DATE: MARCH 1961



KEY PLAN

BERTIE BACKUS JUNIOR HIGH SCHOOL

PROJECT DRAWINGS	DATE	BY
ELEVATIONS		
NEW JUNIOR HIGH SCHOOL		
1000 WEST 10TH AVENUE, DENVER, CO.		
ARCHITECT		
WILLIAMS & BERRY		
ENGINEERS & ARCHITECTS		
1000 WEST 10TH AVENUE, DENVER, CO.		
APPROVED BY		
COMMISSIONER OF THE DISTRICT OF COLUMBIA		
REVISIONS TO THIS PLAN		

A-17

NOTES:
 1. ALL WORK TO BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS FOR THE PROJECT.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
 3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

ELEVATION A
 SCALE: 1/4" = 1'-0"

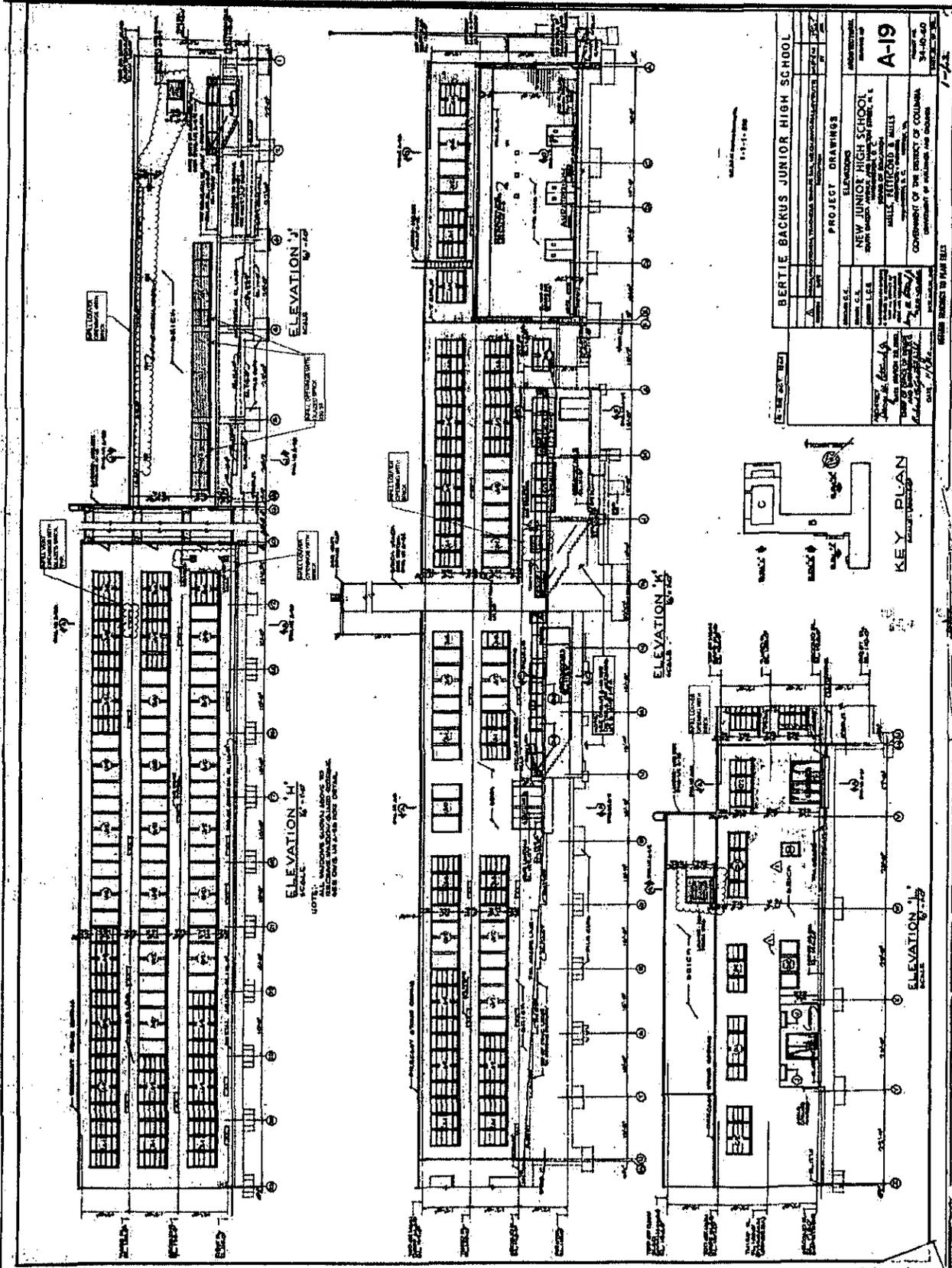
ELEVATION B
 SCALE: 1/4" = 1'-0"

ELEVATION C
 SCALE: 1/4" = 1'-0"

ELEVATION D
 SCALE: 1/4" = 1'-0"

A B C D E F G H I J K L N O R S T U

1 2 3 4 5 6 7 8 9 10 11 12 13 14



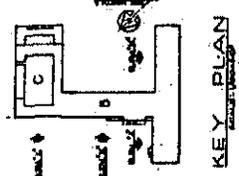
ELEVATION 'J'
SCALE 1/8" = 1'-0"

ELEVATION 'H'
SCALE 1/8" = 1'-0"

NOTE: WINDOWS SHOWN ABOVE TO INDICATE LOCATION AND SIZE. SEE ELEVATION 'L' FOR DETAILS.

ELEVATION 'K'
SCALE 1/8" = 1'-0"

ELEVATION 'L'
SCALE 1/8" = 1'-0"



KEY PLAN

PROJECT DRAWINGS	
ARCHITECT	NEW JUNIOR HIGH SCHOOL
ENGINEER	SILLS, TITFORD & SILLS
DATE	1-1-20
BETTIE BACKUS JUNIOR HIGH SCHOOL	
SCHOOL DISTRICT NO. 10, COLUMBIA COUNTY, ILL.	
COLUMBIA, ILL.	
DRAWN BY: [Name]	
CHECKED BY: [Name]	
DATE: 1-1-20	
SCALE: 1/8" = 1'-0"	
PROJECT NO. A-19	
SHEET NO. 1 OF 1	

SEE ELEVATION 'L' FOR DETAILS



RIKL Associates Inc.
 301 South Wood Street
 Suite 200, MD 21771
 Tel: 410.537.5000
 Fax: 410.537.5155
 www.rikl.com

PROJECT NUMBER: PL-060101

SEAL

PROJECT

BERTIE BACKUS JUNIOR
 HIGH SCHOOL
 SOUTH DAKOTA AVENUE AND HAMILTON STREET, N.E.
 WASHINGTON, D.C.
 BOARD OF EDUCATION

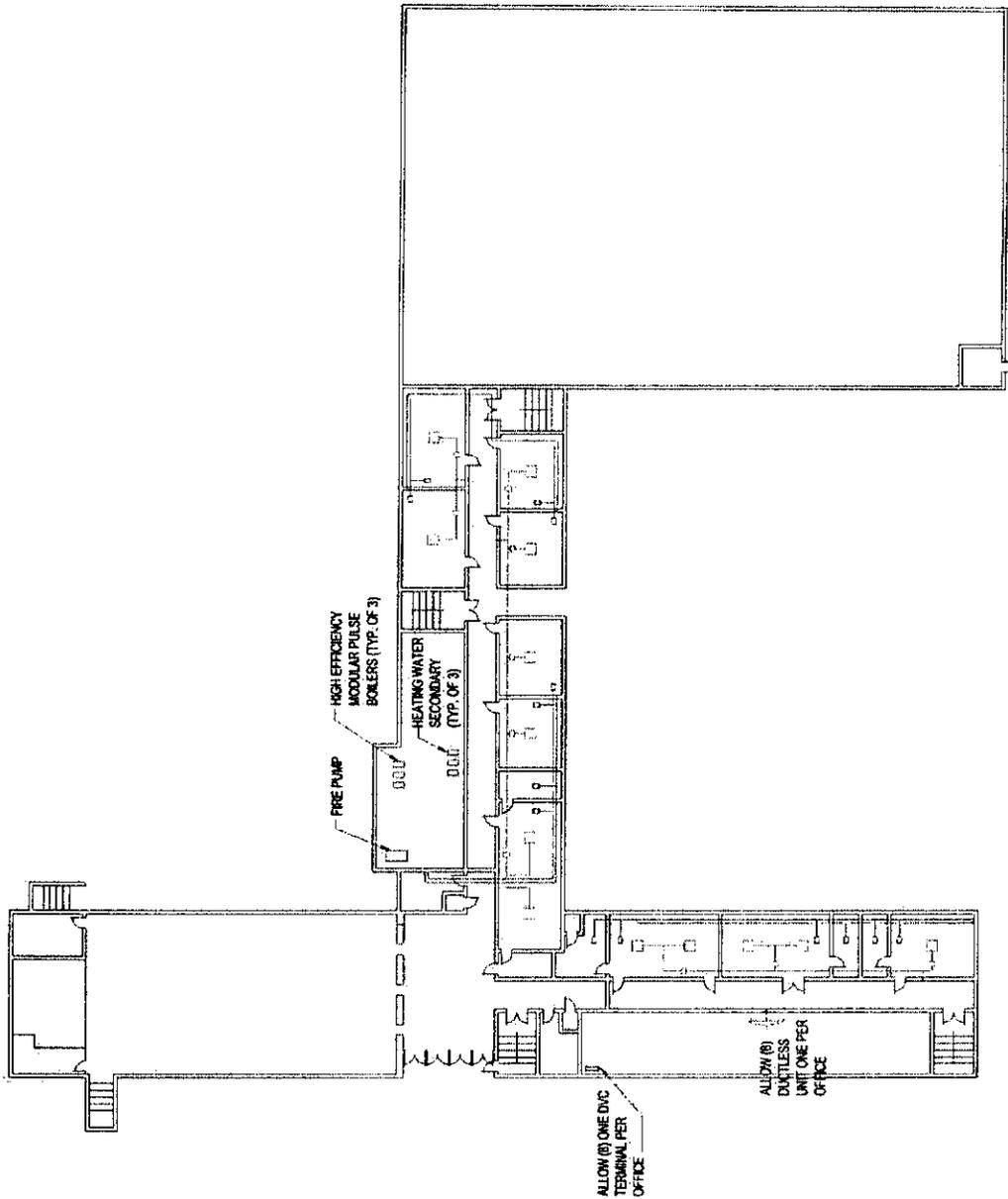
TITLE

NUMBER

M-1

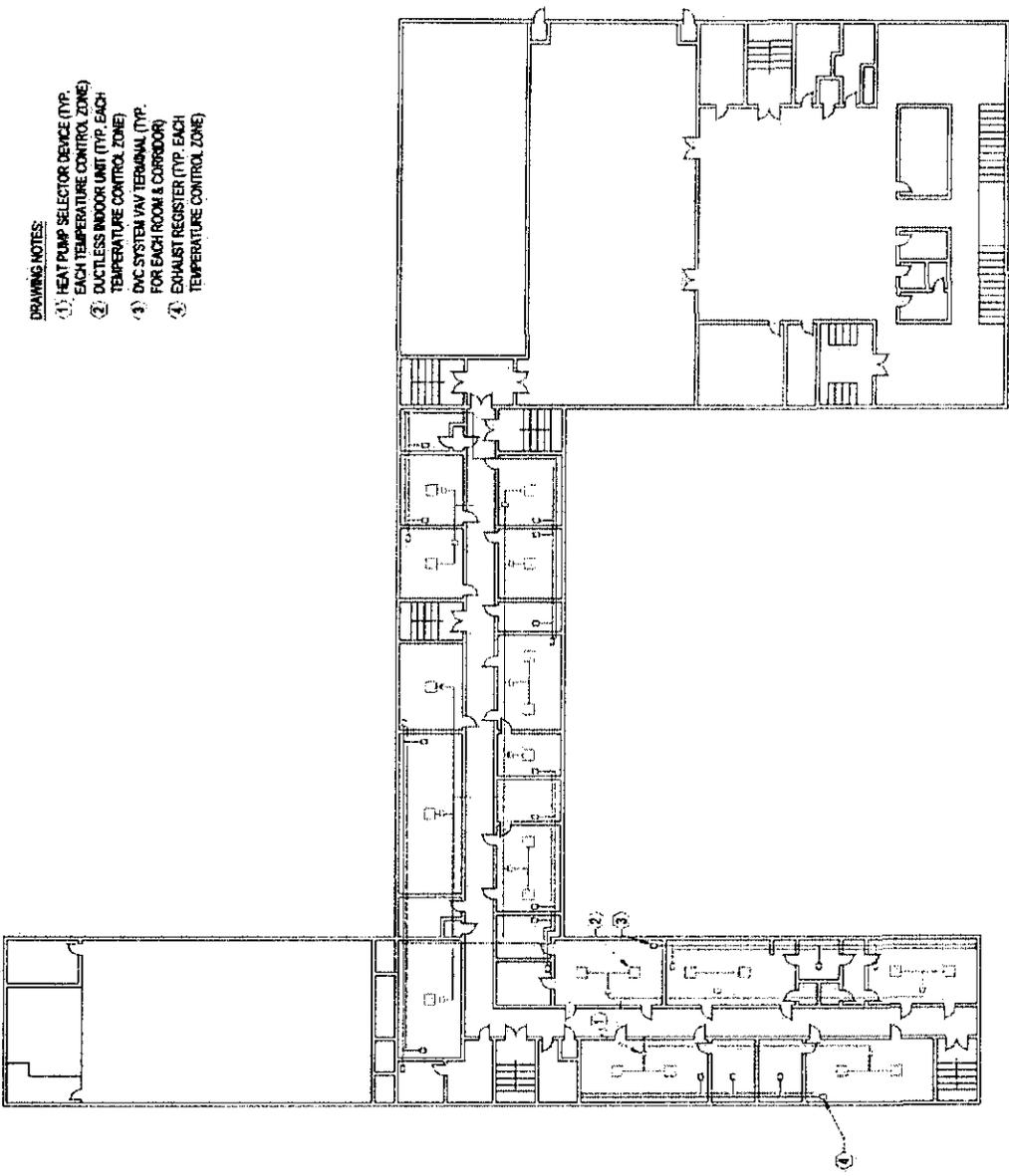
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NOT FOR CONSTRUCTION



1 FIRST FLOOR-MECHANICAL PLAN

SCALE: NONE



- DRAWING NOTES:**
- ① HEAT PUMP SELECTOR DEVICE (TYP. EACH TEMPERATURE CONTROL ZONE)
 - ② DUCTLESS INDOOR UNIT (TYP. EACH TEMPERATURE CONTROL ZONE)
 - ③ DVC SYSTEM VAV TERMINAL (TYP. FOR EACH ROOM & CORRIDOR)
 - ④ EXHAUST REGISTER (TYP. EACH TEMPERATURE CONTROL ZONE)



RTKL Associates Inc.
 917 South Bond Street
 Baltimore, MD 21201
 Tel: 410.527.6900
 Fax: 410.270.2178
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PROJECT NUMBER: D-SAW/R-01

SCALE:

PROJECT:

BERTIE BACKUS JUNIOR
 HIGH SCHOOL
 SOUTH DAKOTA AVENUE AND HAMILTON STREET, N.E.
 WASHINGTON, D.C.
 BOARD OF EDUCATION

DATE:

NUMBER:

M-2

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NOT FOR CONSTRUCTION

① SECOND FLOOR-MECHANICAL PLAN

SCALE: NONE



TRIPLE Mechanical Inc.
 901 South State Street
 Tallahassee, FL 32309
 Telephone: 904.775.8500
 Fax: 904.776.2106
 www.triple.com

PROJECT NUMBER: 01-087819A

S.C.A.

PROJECT: **BERTIE BACKUS JUNIOR HIGH SCHOOL**
 SOUTH DAKOTA AVENUE AND HAMILTON STREET, N.E.
 WASHINGTON, D.C.
 BOARD OF EDUCATION

TITLE:

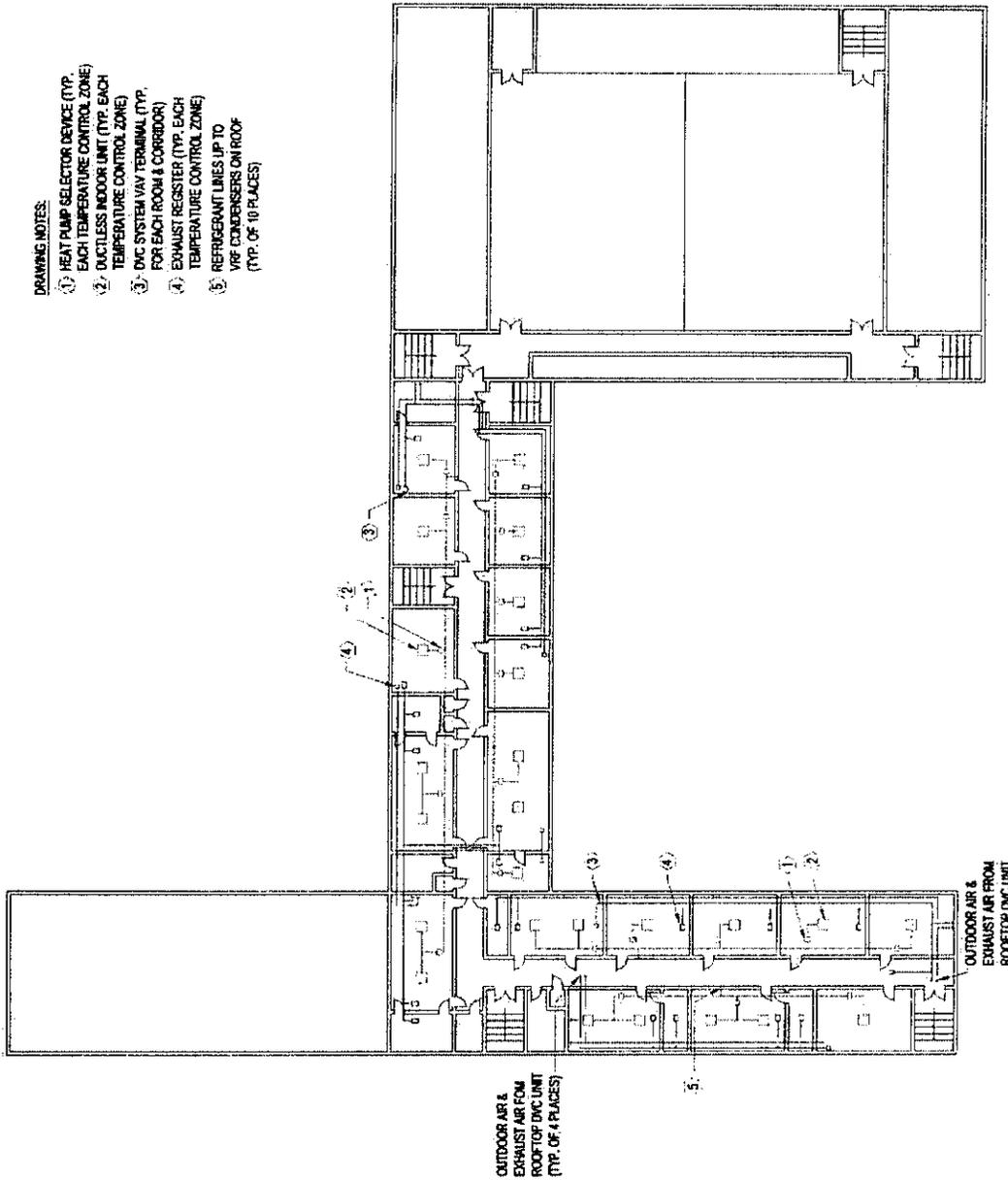
NUMBER:

M-3

SEPARATELY ACCORDING TO E.C.

NOT FOR CONSTRUCTION

- DRAWING NOTES:**
- ① HEAT PUMP SELECTOR DEVICE (TYP. EACH TEMPERATURE CONTROL ZONE)
 - ② DUCTLESS INDOOR UNIT (TYP. EACH TEMPERATURE CONTROL ZONE)
 - ③ DVC SYSTEM VAV TERMINAL (TYP. FOR EACH ROOM & CORRIDOR)
 - ④ EXHAUST REGISTER (TYP. EACH TEMPERATURE CONTROL ZONE)
 - ⑤ REFRIGERANT LINES UP TO VAV CONDENSERS ON ROOF (TYP. OF 10 PLACES)



THIRD FLOOR-MECHANICAL PLAN
 SCALE: NONE



TRIKL Associates, Inc.
 501 South Bond Street
 Baltimore, MD 21201
 Tel: 410.537.0006
 Fax: 410.276.2126
 www.trikl.com

PROJECT NUMBER: 01-0071402

SCALE:

PROJECT:

BERTIE BACKUS JUNIOR
 HIGH SCHOOL
 SOUTH DAKOTA AVENUE AND HAMILTON STREET, N.E.
 WASHINGTON, D.C.
 BOARD OF EDUCATION

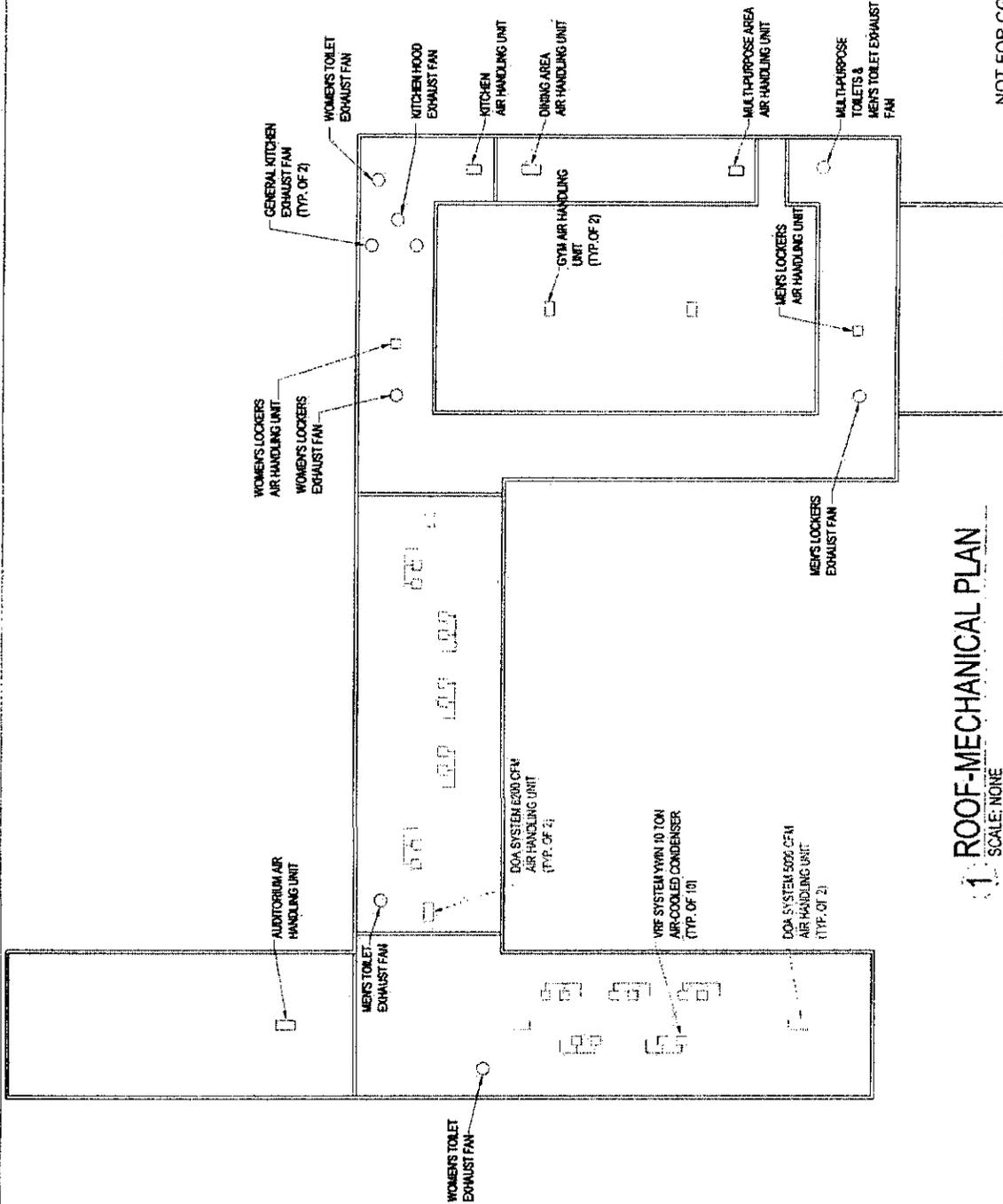
TITLE:

NUMBER:

M-4

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1. ROOF-MECHANICAL PLAN

SCALE: NONE



RTKL Associates, Inc.
 901 South Bond Street
 Suite 100
 Alexandria, VA 22304
 Tel: 410.276.2100
 Fax: 410.276.2106
 www.rtkl.com

PROJECT NUMBER: D14-2019A2

SCALE:

PROJECT:

BERTIE BACKUS JUNIOR
 HIGH SCHOOL
 SOUTH DAKOTA AVENUE AND HAMILTON STREET, N.E.
 WASHINGTON, D.C.
 BOARD OF EDUCATION

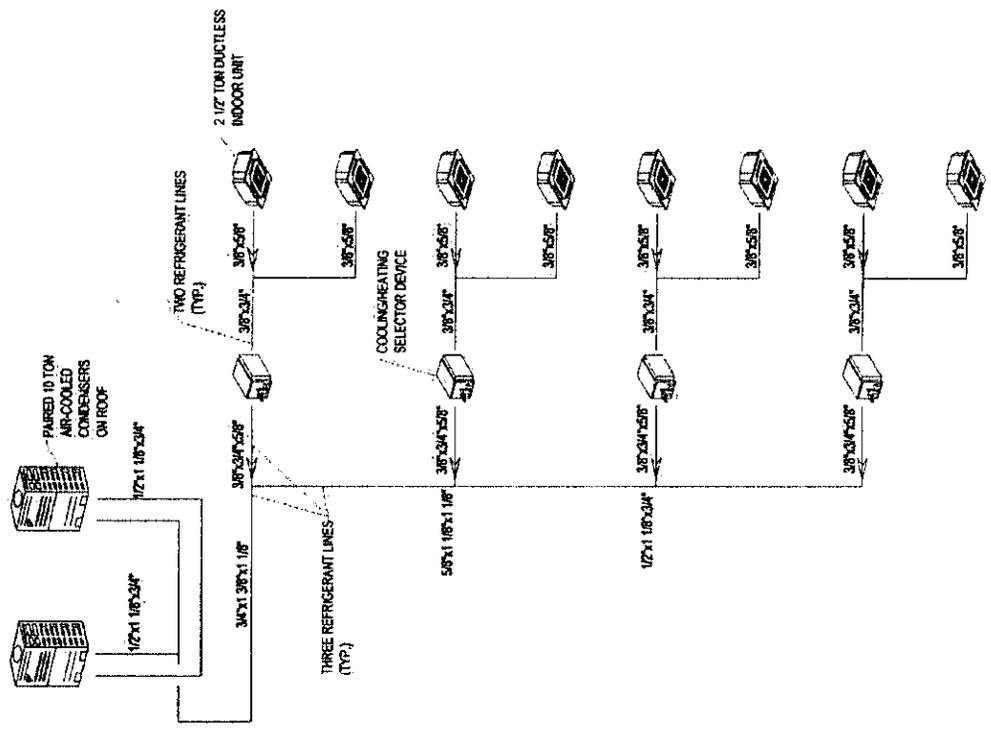
TITLE:

NUMBER:

M-5

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SAMPLE 20 TON VRF SYSTEM
 PIPING DIAGRAM
 SCALE: NONE