N O T I C E

NO HAND CARRIED BIDS!
NO MAILED BIDS!

Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U.S. Postal Service by offerors to deliver their proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers handcarried directly to the Bid Room address within the Ford House Office Building, as specified elsewhere in this solicitation, or at any other location in the U.S. Capitol Complex of buildings.

Due to these unusual circumstances the Procurement Division for the Architect of the Capitol will only accept offers/proposals via UPS or FEDEX. See provision AOC52.215-1 Instructions to Offerors located in Section L for solicitations for services/supplies or the Solicitation Conditions for solicitations for construction. All handcarried offers/proposals will be rejected. Any attempt to handcarry an offer/proposal to any location in the U.S. Capitol Complex of buildings will be refused. Offerors are advised when sending proposals via FEDEX or UPS ***not*** to use same day delivery. FEDEX/UPS often subcontract out the delivery for same-day service. It is necessary for delivery personnel to arrive in a FEDEX/UPS truck and be in a uniform recognized as FEDEX/UPS. Offerors are encouraged to determine who will be making the delivery when making arrangements with FEDEX/UPS.

NOTICE TO CONTRACTORS

The Architect of the Capitol anticipates that in 2006 the agency's contractors will have to register with the Central Contractor Registration (CCR) database. This is the primary vendor database for the U.S. Federal Government and the CCR collects, validates, stores, and disseminates data in support of agency acquisition missions.

Registration in the CCR will become mandatory in order to be awarded contracts by the Federal Government. Vendors are required to complete a one-time registration to provide basic information relevant to procurement and financial transactions. Vendors must update or renew their registration at least once per year to maintain an active status.

CCR validates the vendor information and electronically shares the secure and encrypted data with the federal agencies finance offices to facilitate paperless payments through electronic funds transfer (EFT).

The AOC is now encouraging all vendors to register with the CCR if they are not already registered. Vendors can register on line at http://www.ccr.gov. This internet site contains all pertinent information for registration as well as provides contact points for help when registering.

FIRE SPRINKLER SYSTEM UPGRADE, RUSSELL SENATE OFFICE BUILDING, WASHINGTON, D.C.

March 24, 2006

Architect of the Capitol
United States Capitol
Washington, D.C. - 20515

PROJECT MANUAL
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RFP No. 060099

ISSUED BY: ARCHITECT OF THE CAPITOL

FIRE SPRINKLER SYSTEM UPGRADE, RUSSELL SENATE OFFICE BUILDING

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VOLUME I

BUSINESS

SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)* January 2004	1. SOLICITATION NO. RFP NO. 060099	2. TYPE OF SOLICITATION ____ SEALED BID (*IFB*) XX NEGOTIATED (*RFP*)	3. DATE ISSUED 24 MAR 06	PAGE OF PAGES 1	2

IMPORTANT - The "offer" section on page 2 of 2 must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION NO. SB060269	6. PROJECT NO. 000206

7. ISSUED BY CODE_____	8. ADDRESS OFFER TO (**NOTE - All handcarried bids will be rejected**)
ARCHITECT OF THE CAPITOL United States Capitol Washington, D.C. 20515	Architect of the Capitol Procurement Division Ford House Office Building Attn: Fred Witcher Room H2-263 Bid Room Second and "D" Streets, S.W. Washington, DC 20515

9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. (*Include area code) (NO COLLECT CALLS*)
	FRED WITCHER	(202) 226- 7092

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SUBJECT: **FIRE SPRINKLER SYSTEM UPGRADE, RUSSELL SENATE OFFICE BUILDING (RSOB)**

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (*Title, identifying no., date):*

1. **A SITE VISIT AND PRE-BID CONFERENCE TO BE DETERMINED.**

2. **Davis Bacon Wage Determination DC030003, Modification No. 36, dated 10 Mar 06 applies.**

3. **Liquidated damages will be assessed in the amount of $100.00 per day for each calendar day of delay. See FAR Clause 52.211-12 (APR 1984) in the "SUPPLEMENTARY CONDITIONS", Article No. 3.**

11. The CONTRACTOR shall complete performance within **SEE CLAUSE AOC 52.211-5, SUPPLEMENTARY CONDITIONS** after Notice of Award.

12.The CONTRACTOR must furnish any required performance, payment bonds and insurance: XX YES __NO. If YES, within 15 calendar days after award.

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copy to perform the work required are due at the place specified in Item 8 by **1:00 p.m** local time **APRIL 25, 2006**. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee **XX** is, ___ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 60 Calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)* **DUNS NO.** _____ **TIN** _____	15. TELEPHONE & FACSIMILE NOS. *(Include area codes)* 16. REMITTANCE ADDRESS *(Include only if different than Item 14)*

17. The offeror agrees to perform the work required at the prices specified in the Schedule in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within 60 calendar days after the date offers are due.

18. The Offeror agrees to furnish any required performance, payment bonds and insurance.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*	20B. SIGNATURE	20C. OFFER DATE

AWARD (*To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION

24. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM 27 *(In Triplicate)*	25. AUTHORITY FOR NEGOTIATION, IF APPLICABLE

26. ADMINISTERED BY: CODE _____ See Block 8	27. PAYMENT WILL BE MADE BY: ARCHITECT OF THE CAPITOL Ford House Office Building Accounting Office, Room H2-205 Washington, D.C. 20024

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

_____ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in the contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, requirements, certifications, and specifications or incorporated by reference in or attached to this contract.	_____ 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*	31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY:	31C. AWARD DATE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

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SCHEDULE OF ITEMS

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

GENERAL PURPOSE

The Contractor shall provide the necessary personnel, equipment and materials to upgrade the fire sprinkler system in the Russell Senate Office Building in accordance with the specifications and drawings as required by the Architect of the Capitol. This includes the extension of automatic sprinkler protection to areas that are not currently provided with automatic sprinkler protection to comply with the requirements of the AOC Design Standards and the reference documents therein, including, but not limited to, the requirements of National Fire Protection Standard 13, *Standard for Installation of Sprinkler Systems* - 1999 edition (NFPA 13).

SCHEDULE OF ITEMS

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
0001	**Survey and Design (includes shop drawing preparation) in accordance with the specifications and drawings**	**1**	**JB**	**$_____**	**$_____**
0002	**Furnish/Install Automatic Sprinkler System in accordance with the specifications and drawings**	**1**	**JB**	**$_____**	**$_____**

SUB-TOTAL (0001 - 0002) $_____

0003	**Option I - Furnish/Install Fire Alarm Devices in accordance with the specifications and drawings**	**1**	**JB**	**$_____**	**$_____**
0004	**Option II - Furnish/Install Automatic Sprinkler System in accordance with the specifications and drawings; see comment B-31 (Corridor RBC2)**	**1**	**JB**	**$_____**	**$_____**

0005	**Option III - Furnish/Install Automatic Sprinkler System in accordance with the specifications and drawings; see comment 3-1 (Conference Room R325)**	**1**	**JB**	**$_____**	**$_____**
0006	**Option IV - Furnish/Install Automatic Sprinkler System in accordance with the specifications and drawings; see comment 3-12 (Committee Room R301)**	**1**	**JB**	**$_____**	**$_____**
0007	**Option V - Furnish/Install Automatic Sprinkler System in accordance with the specifications and drawings; see comment 4-8 (Committee Room R485)**	**1**	**JB**	**$_____**	**$_____**

TOTAL (0001 - 0007) $_____

NOTE: Comments referred to in Line Items **0004 - 0007** can be found on the attached deficiency report.

Offerors shall propose a price for all items listed in the Schedule. Offerors who fail to propose a price for each item on the Schedule will be rejected.

The Government will evaluate the **Base Bids**, **Line Items 0001 and 0002**, and **Options I - V**, **Line Items 0003 - 0007**, to determine the lowest price.

Evaluation of Options

Except when it is determined not to be in the Government's best interest, the Government will evaluate offers for award purposes by adding the total price for the selected options which includes **Line Items 0003 - 0007** to the total price of **Line Items 0001 and 0002**. The evaluation of the options will not obligate the Government to exercise the options.

END OF SECTION B

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GENERAL CONDITIONS

AOC52.202-2 DEFINITIONS - CONSTRUCTION (JUN 2004)

(a) The term "Government" means the United States of America, represented by the Architect of the Capitol, who is the Contracting Officer.

(b) The term "head of the agency" means the Committee, Commission, or other authority of the Legislative Branch of the Government having final jurisdiction or supervision over the work involved. The "other authority" as used in this paragraph includes the Architect of the Capitol in cases in which he has final jurisdiction or supervision over the work involved.

(c) The term "Architect" as used in the contract documents shall mean the Architect of the Capitol.

(d) The term "Contracting Officer" as used in the contract documents means the Architect of the Capitol or his duly authorized representative.

(e) The term "his duly authorized representative" means any person or persons or board authorized to act for the head of the agency within the scope of their authority.

(f) The term "Contractor" means the individual, partnership or corporation entering into a contract with the Government to perform the work specified.

(g) The term "Subcontractor", as used in this part, means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or other subcontractor. There is no privity of contract between the Government and the Subcontractors.

(h) The term "Project Director" means the individual designated by the Architect to monitor the progress of work from a technical standpoint. The duties and responsibilities of the Project Director shall include supervision of scheduling, receipt and verification of Contractor's payrolls in accordance with the Davis Bacon Act, coordination between Divisions, concerning resolution and/or avoidance of potential problems and, to the extent authorized by the Delegation of Authority, if any, issuance of clarifications, supplemental agreements and change orders to the Contractor.

(i) The term "contract documents" includes, collectively, the Project Manual, the contract drawings and the addenda and modifications thereto, if any.

(j) The term "work" includes, but is not limited to, materials, labor, and manufacture and fabrication of components.

(k) The term "specifications" means the portion of the Contract Documents that consist of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

(l) The term “drawings” means the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, that show the design, location and dimensions of the Work, and generally includes plans, elevations, sections, details, schedules and diagrams.

(m) Wherever in the specifications or upon the drawings the word “directed,” “required,” “ordered,” “designated,” “prescribed,” or words of like import are used, it shall be understood that the “direction,” “requirement,” “order,” “designation,” or “prescription,” of the Contracting Officer is intended and similarly the words “approved,” “acceptable,” “satisfactory,” or words of like import shall mean “approved by” or “acceptable to,” or “satisfactory to” the Contracting Officer, unless otherwise expressly stated.

(n) Where “as shown,” “as indicated,” “as detailed,” or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word “provided” as used herein shall be understood to mean “provide complete in place,” that is “furnished and installed.”

(End of clause)

AOC52.203-1 ADVERTISING/PROMOTIONAL MATERIALS (DEC 2005)

(a) It is the policy of the Congress to discourage contractors providing services and supplies to the Legislative Branch entities, including the Architect of the Capitol, from advertising practices that feature the Capitol and Capitol Complex in a manner in which conveys, or is reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, or any Department, Agency or instrumentality thereof.

(b) Contractors performing construction services for Legislative Branch entities, including the Architect of the Capitol, are discouraged from capitalizing on their contractual relationships with such entities and shall not engage in advertising practices which convey, or are reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, of any Department, Agency or instrumentality thereof. This includes utilizing, in conjunction with the fact of their contractual relationship, images of the Capitol, any other buildings in the Capitol Complex, or any part of the United States Capitol Grounds in their advertising or promotional materials; and/or publishing or disseminating the aforementioned advertising or promotional materials.

(c) The Contractor, by signing this contract, agrees to comply with the foregoing and to submit any proposed advertising or promotional copy connected in any manner with this contract and/or the Capitol, other Capitol Complex Buildings, or the United States Capitol Grounds to the Contracting Officer for approval prior to publication.

(d) If this solicitation is for supplies or services, including construction, to be provided to or performed for the United States Supreme Court, the Contractor, by signing this contract, agrees that he or she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Supreme Court of the United States endorses a product, project, or commercial line of endeavor.

(End of clause)

AOC52.203-2 DISCLOSURE OF INFORMATION TO THE GENERAL PUBLIC (JUN 2004)

(a) Promptly after receiving any request from the general public for information on or data derived from this contract, the contractor shall notify the Architect of the Capitol, Procurement Division. The contractor shall cooperate with the Procurement Division in compiling or collecting information or data if the Architect of the Capitol determines the information or data to be releasable.

(b) "General public", for purposes of this clause, are those groups or individuals who are not authorized by law or regulation to have access.

(c) This clause is not intended to prevent the contractor from providing contract information or data which the contractor is required to provide in order to conduct its business, such as insurance, banking, subcontracting.

(d) The contractor is permitted to request that proprietary information or data not be released if such release would harm or impair the contractor in conducting its normal business. Such request must be documented with clear and specific grounds for that claim.

(End of clause)

AOC52.204-1 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (JUN 2004)

The Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied doubled-sided on recycled paper and meet minimum content standards when not using electronic commerce methods to submit information or data to the Government.

(End of clause)

AOC52.211-3 DEFICIENCIES IN CONTRACT DOCUMENTS (JUN 2004)

The Contractor shall promptly inform the Contracting Officer, in writing, of any discovered errors, omissions, discrepancies, conflicts or ambiguities in the contract documents before proceeding with any work affected by such factors. Failure to do so will be at the risk of the Contractor.

(End of clause)

AOC52.211-6 NOTICE TO PROCEED (JUN 2004)

A formal notice, or notices, to proceed will be issued as soon as practical, normally after approval by the Contracting Officer of the bonds and insurance. Unless specifically authorized in writing, any steps taken in connection with the performance of, or the preparation to perform, the contract, prior to issuance of the notice to proceed, will be the responsibility of and at the risk of the Contractor, and without any cost whatsoever to the Government.

(End of clause)

AOC52.215-10 EXAMINATION OF RECORDS (JUN 2004)

(a) The Contractor agrees that the Architect of the Capitol or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, have access to and the right to examine any books, accounting procedures and practices documents, papers, records and other data regardless of whether such items are in written form, in the form of computer data or in any other form and other supporting evidence, involving transactions related to this contract or compliance with any clause or certification thereunder.

(b) The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that subcontractor agrees that the Architect of the Capitol or any authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, have access to and the right to examine books, documents, papers, records other data regardless of whether such items are in written form, in the form of computer data or in any other form, and other supporting evidence, involving transactions related to the subcontract or compliance with any clause or certification thereunder.

(c) The term "subcontract" as used in this clause excludes purchase orders not exceeding $10,000.

(End of clause)

AOC52.215-11 AUDITS (JUN 2005)

(a) If the price of this contract is changed through the operation of any of the provisions of this contract, the Contractor, within such reasonable time as the Contracting Officer may direct, shall submit complete and accurate cost and pricing data in support of any claim asserted under such provisions.

(b) With the submission of cost and pricing data in support of any claim, the Contractor shall supply the following certification by a duly authorized corporate officer, partner, or owner, as applicable:

> "This is to certify that, to the best of my knowledge and belief, the cost and pricing data herewith submitted to the Contracting Officer in support of a price adjustment under Supplement/Claim No. for _____ (identify by description) are accurate and complete and they are current as of _____ (date).
> Date of Execution _____
> Firm _____
> Signature_____
> Title_____"

(c) The Contracting Officer in accordance with the FAR clause "Audit and Records - Negotiation", 52.215-2, has the right to examine all books, records, documents and other data of the Contractor or subcontractor in order to evaluate the accuracy, completeness, and currency of cost or pricing data thus submitted. The

Contractor shall insert an appropriate provision in all subcontracts for the purpose of making the requirements of this paragraph applicable thereto.

(End of clause)

AOC52.216-6 UNDEFINITIZED CONTRACT ACTIONS (MAR 2005)

(a) In the event of an urgent situation, the services or supplies may be required on an emergency basis under an undefinitized contract action (emergency task/delivery order, contract modification, or letter contract). The undefinitized contract action may be either verbal, typed, or hand written, with the form of the undefinitized contract action dictated by the access the issuing Contracting Officer has to the AOC network or a computer. If issued verbally, the Contracting Officer shall provide a written confirming document to the location identified by the contractor within 5 calendar days after issuance of the verbal undefinitized contract action. If an undefinitized contract action is issued under an existing contract, the terms and conditions of the contract shall be in effect and automatically incorporated by reference under any undefinitized contract action issued.

(b) The scope of work as originally issued on the contract action will, of necessity, be somewhat broad and general in nature. It is to also be considered as a Notice to Proceed immediately with the work under the undefinitized contract action. An estimated amount for the work to be performed shall be obligated to ensure that reasonable funds are available for payment to the contractor, and an estimated completion date shall be identified on the undefinitized contract action. If the contractor believes the amount of funds obligated or time for completion as stated in the undefinitized contact action are unreasonable, within 30 calendar days after issuance of the written undefinitized contract action the contractor is responsible for notifying the Contracting Officer of this and providing a suggested amount of funds for obligation or time for completion. In no instance shall the contractor's suggested amount of funds for obligation or time for completion be considered as binding to the contractor or the Government in future negotiations. The Government can elect to use the contractor's suggested amount of funds or time for completion as an indication that some additional funds or time for completion may be required and obligated or adjusted, respectively, in order to ensure that reasonably adequate funds are available to pay the contractor for services performed or that the completion time is reasonable .

(c) Within a reasonable amount of time after the issuance of the undefinitized contract action but not later than an estimated 25% of the way through the completion of the work under the undefinitized contract action, an authorized representative of the contractor must meet, either in person or telephonically, with the Contracting Officer to further define the scope of work, negotiate the price, identify a final completion date, and address other activities necessary to definitize the undefinitized contract action. This estimated 25% shall use the best information reasonably available and be based upon (1) an estimate of the amount of work completed relative to the original general scope of work or (2) the amount of payments made relative to the original amount obligated.

(d) Payments can be made from the original amount obligated, but the undefinitized contract action must be definitized before payments exceed 40% of funds originally obligated.

(e) If communications are disrupted to the degree that it is necessary to communicate with the Contracting Officer at their residence or through other devices that do not utilize AOC-owned equipment, i.e., the Contracting Officer's residential telephone line, home address, etc., the contractor shall treat the Contracting Officer's personal information as confidential and shall not divulge the information to any individual or organization, including but not limited to other AOC personnel, without the Contracting Officer's express written permission. If it becomes necessary for the Contracting Officer to communicate with the contractor through means other than the contractor's normal place of business, i.e., the contractor's residential telephone line or home address, the Contracting Officer shall not divulge the information to any individual or organization, including but not limited to other AOC or contractor personnel, without the contractor's express written permission.

(f) For the purposes of this clause, e-mail is considered express written permission.

(End of clause)

AOC52.219-1 UTILIZATION OF SMALL BUSINESS CONCERNS (AUG 2004)

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with all types of small business concerns as determined by the size standards in 13 CFR 121.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to all types of small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(End of clause)

AOC52.222-1 OVERTIME WORK - CONSTRUCTION (AUG 2004)

No extra reimbursement will be allowed for work performed outside regular working hours or on Saturday, Sundays or holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, unless such work is ordered in writing by the Contracting Officer and payment therefore is authorized in the written order, and provided such work is not otherwise required to be performed under terms of the contract.

(End of clause)

AOC52.222-3 CONVICT LABOR (JUN 2004)

In connection with the performance of work under this contract the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, approved September 10, 1965, 18 U.S.C. 4082(c)(2).

(End of clause)

AOC52.222-7 WORKMEN'S COMPENSATION LAWS (JUN 2004)

The Contractor and his subcontractors employed on the site shall comply with the Workmen's Compensation Laws of the District of Columbia.

(End of clause)

FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) ALTERNATE I (JULY 1995)

(a) "Hazardous material" as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in Paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award a "Material Safety Data Sheet", meeting the requirement of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in Paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the items(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under Paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor

personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to–

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate and disclose the data for the Government for these purposes.

(2) To use, duplicate and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in Paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in Paragraph.(b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS' in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

(End of clause)

AOC52.223-1 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA - SUPPLEMENT (JUN 2005)

(a) Except as provided in paragraph (c), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in FAR 52.223-3(b).

(b) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(c) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS' in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

(d) For items provided to a construction site, the Contractor shall provide two copies of each MSDS. One copy shall be provided to the COTR in accordance with the Division 1 submittal requirements, and a second copy shall be kept in an MSDS binder on the job site.

(End of clause)

AOC52.223-3 SECURITY MARKINGS (JUN 2004)

(a) Before dissemination to subcontractors or other personnel, all AOC drawings and electronic copies thereof shall be considered at a minimum to be *sensitive but unclassified* (SBU). The following statement shall be imprinted on *each* page of drawings:

PROPERTY OF THE UNITED STATES GOVERNMENT
COPYING, DISSEMINATING, OR DISTRIBUTING THESE DRAWINGS, PLANS OR SPECIFICATIONS TO UNAUTHORIZED USERS IS PROHIBITED
Do not remove this notice
Properly destroy documents when no longer needed

(b) The following paragraph shall be included on the cover page of the information (such as the cover page on a set of construction drawings and on the cover page of the specifications).

PROPERTY OF THE UNITED STATES GOVERNMENT
COPYING, DISSEMINATING, OR DISTRIBUTING THESE DRAWINGS, PLANS OR SPECIFICATIONS TO UNAUTHORIZED USERS IS PROHIBITED
Do not remove this notice
Properly destroy documents when no longer needed

(End of clause)

AOC52.223-4 TRANSMISSION OR POSTING OF DRAWINGS/SPECIFICATIONS (JUN 2004)

Due to security issues, the contractor is strictly prohibited from placing or transmitting drawings and specifications on the internet or modem without express permission from the Architect of the Capitol.

(End of clause)

FAR 52.225-9 BUY AMERICAN ACT– CONSTRUCTION MATERIALS (JUNE 2003)

(a) *Definitions*. As used in this clause --

"Component" means an article, material, or supply incorporated directly into construction materials.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means–

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in Paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Domestic construction material" means–

(1) An unmanufactured construction material mined or produced in the United States, or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas

(b) *Domestic preference*. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic

construction material in performing this contract, except as provided in Paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:

None

(3) The Contracting Officer may add other foreign construction material to the list in Paragraph (b)(2) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American Act*. (1)(i) Any contractor request to use foreign construction material in accordance with Paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with Paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and

a completed price comparison table in the format in Paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the contractor negotiates adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in Paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) *Data*. To permit evaluation of requests under Paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers;

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
Item 2:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

[List *name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]*
[Include other applicable supporting information.]
[Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate is issued).]*

(End of clause)

AOC52.225-1 BUY AMERICAN ACT - SUPPLEMENT (JUN 2004)

In addition to provisions of the above clause entitled, “Buy American Act”, the General Provisions of the Legislative Branch Appropriations Act provides in part, as follows:

(a) It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in the Act should be American-made.

(b) In providing financial assistance to or entering into any contract with, any entity using funds made available in the Act, the head of each Federal Agency, to the greatest extent practicable, shall provide to such entity a notice describing the statement made in Paragraph (a) above, by the Congress.

(End of clause)

AOC 52.228-2 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (SEP 2004)

(a) The Contractor shall, at his own expense, provide and maintain during the entire performance of this contract at least the kinds and minimum amounts of insurance as required in this clause.

(b) Within twenty (20) calendar days after the date of contract award or before commencing work under this contract, whichever is earlier, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. A Certificate of Insurance evidencing the Contractor's compliance with the requirements of this clause, identifying all policies of insurance and sureties proposed for the provision of liability coverage pertinent to the work of the instant contract, including the endorsement required in this paragraph, and manually countersigned by an authorized representative of the insurance company shall be submitted in accordance with the time frame stated in this paragraph. All policies for liability protection, bodily injury, or property damage shall include the United States of America, acting by and through the Architect of the Capitol, as an additional insured with respect to operations under this contract. Each policy of insurance shall contain the following endorsement, which may be attached as a rider:

> "It is understood and agreed that the Contractor's Insurance Company or surety shall notify the Architect of the Capitol, in writing, thirty (30) calendar days in advance of the effective date of any reduction in or cancellation of this policy."

(c) Insurance and required minimum liability limits are:

(1) Appropriate bodily injury and property damage liability insurance, with limits of not less than $500,000 for each occurrence and $2,000,000 for annual aggregate, including requirements for protection of hoisting and scaffolding operations, when applicable, and servicing areas adjacent to the building;

(2) Automobile bodily injury liability insurance with limits of not less than $200,000 for each person and $500,000 for each accident, and property liability insurance, with a limit of not less than $20,000 for each accident. A combined single limit for these coverages is acceptable; and/or

(3) Workmen's compensation insurance as required by the laws of (1) the District of Columbia for work performed on a Government site located in the District of Columbia; (2) the State of Maryland for work performed on a Government site located in Maryland; or (3) the Commonwealth of Virginia for work performed on a Government site located in Virginia.

(d) The Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work on a Government installation, and shall require subcontractors to provide and maintain the insurance required in this clause. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

AOC52.228-5 PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (SEP 2004)

(a) *Definitions*. As used in this clause, "original contract price" means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds*. Unless the resulting contract price is $25,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance Bonds: (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds: (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(c) *Additional bond protection*. (1) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(2) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain an additional bond.

(d) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in Item 12 of the form entitled, "Solicitation, Offer, and Award (Construction, Alteration, or Repair)" or otherwise specified by the Contracting Officer, but in any event, before starting work.

(e) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit,

or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(f) Notice of subcontractor waiver of protection (40 U.S.C. 270 b(c). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

AOC52.228-6 NOTICE TO SURETIES (JUN 2004)

The final inspection and acceptance of the work included in this contract shall not be binding or conclusive upon the Government if it shall subsequently appear that the Contractor has willfully or fraudulently, or through collusion with the representatives of the Government in charge of the work, supplied inferior material or workmanship, or has departed from the terms of the contract, or if defects of any kind should develop during the period that the guarantees covering such material and workmanship are in force. In such event, the Government shall have the right, notwithstanding such final acceptance and payment, to have the work removed and to cause the work to be properly performed and satisfactory material supplied to such extent as, in the opinion of the Contracting Officer, may be necessary to finish the work in accordance with the drawings, if any, and specifications, at the expense of the Contractor and the sureties on its bond, and the Government shall have the right to recover against the Contractor and its sureties the cost of such work, together with such other damages as the Government may suffer because of the default of the Contractor in the premises, the same as though such acceptance and final payment had not been made.

(End of clause)

FAR52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP2002)

(a) *Payment of price*. The Government shall pay the Contractor the contract price as provided in this contract.

(b) *Progress payments*. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall including the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested;

(ii) A listing of the amount included for work performed by each subcontractor under the

contract;

(iii) A listing of the total amount of each subcontract under the contract;

(iv) A listing of the amounts previously paid to each such subcontractor under the contract;

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer 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 also may be taken into consideration if--

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) *Contractor certification*. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete Paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

_____(Name)
_____(Title)
_____(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that

fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall - -

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until - -

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the contractor reduces the amount of any subsequent certified request for progress progress payments by an amount equal to the unearned amount.

(e) *Retainage*. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) *Title, liability, and reservation of rights*. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) 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

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) *Final payment*. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903©)(1), the amount payable under paragraph (d)(2) of this clause shall be --

(1) Computed at the rate of average bond equivalent rates of 91-day Treasyry bills auctioned at the most recent auction of such bills prior to the date of the Contractor receives the unearned amount; and;

(2) Deducted from the next available payment to the Contractor.

(End of clause)

AOC52.232-6 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION (JUN 2004)

(a) *Method of payment*. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to delay payment until such time as the Government makes payment by EFT (but see paragraph (d)).

(b) *Mandatory submission of Contractor's EFT information*. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (i) of this clause). The contractor shall provide this information directly to the office designated in paragraph (k) to receive that information (hereafter: "designated office") by three working days after notification of contract award. If not otherwise specified in this contract, the payment office is the designated office for receipt of the contractor's EFT information. If more than one designated office is named for the contract, the contractor shall provide

a separate notice to each office. In the event that the EFT information changes, the contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the contractor provides EFT information applicable to multiple contracts, the contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) *Mechanisms for EFT payment*. The Government may make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment*. (1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office.

(e) *Liability for uncompleted or erroneous transfers*. (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor-provided EFT information in the correct manner, the Government remains responsible for--

(i) Making a correct payment; and

(ii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor's EFT information was incorrect at the time of Government release or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) *EFT and assignment of claims*. If the contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the contractor shall require as a condition of any such assignment that the assignee shall provide the EFT information required by paragraph (i) of this clause to the designated office and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the contractor. EFT information that shows

the ultimate recipient of the transfer to be other than the contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of Paragraph (d) of this clause.

(g) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information provided by the contractor's financial agent.

(h) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(i) *EFT Information*. The contractor shall provide the following information to the designated payment office. The contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause. The information required is as follows:

(1) The contract number;

(2) The contractor's name and remittance address as stated in the contract(s);

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the contractor's official authorized to provide this information;

(4) The name, address, and 9-digit Routing Transit Number of the contractor's financial agent; and

(5) The contractor's account number and the type of account (checking, saving or lockbox).

(j) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (k) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (k). The Government need not use any EFT information sent to any office other than that designated in paragraph (k).

(k) Designated office:
Name:
Architect of the Capital
Accounting Division
Mailing Address:
2nd and D Streets SW
Ford House Office Building

Washington, DC 20515
Telephone:
(202) 226-2552
Facsimile:
(202) 225-7321

(End of clause)

AOC52.232-9 PAYMENT OF INTEREST ON CONTRACTOR CLAIMS (JUN 2004)

(a) If an appeal is filed by the Contractor from a final decision of the Contracting Officer under the Disputes paragraph of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the Contractor. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, from the date the Contractor furnishes to the Contracting Officer his written appeal under the Disputes paragraph of this contract, to the date of (1) a final judgement by a court of competent jurisdiction, or (2) mailing to the Contractor of a change order, or a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a contract appeals board.

(b) Notwithstanding Paragraph (a) above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies before a board of contract appeals or a court of competent jurisdiction.

(End of clause)

AOC52.232-12 ASSIGNMENT - SUPPLEMENT (MAR 2005)

Neither the contract nor any interest therein shall be assigned. However, moneys due or to become due under the contract may be assigned in accordance with the provisions of FAR clause 52.232-23 ASSIGNMENT OF CLAIMS.

(End of clause)

AOC52.233-1 DISPUTES (JUN 2004)

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the head of the agency involved. The decision of the head of the agency or his duly authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this contract as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged; **provided, however**, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly

erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This paragraph does not preclude consideration of questions of law in connection with decisions provided for in Paragraph (a) above. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

(End of clause)

AOC52.233-2 CLAIMS FOR EQUITABLE ADJUSTMENTS - WAIVER AND RELEASE OF CLAIMS (JUN 2004)

(a) Whenever the Contractor submits a claim for equitable adjustment under any paragraph of this contract which provides for equitable adjustment of the contract, such claim shall include all types of adjustments in the total amounts to which the paragraph entitles the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived (1) any adjustments to which it otherwise might be entitled under the paragraph where such claims fail to request such adjustments, and (2) any increase in the amount of equitable adjustments additional to those requested in its claim.

(b) Further, the Contractor agrees that, if required by the Contracting Officer, he will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims, including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

(End of clause)

AOC52.233-3 LIMITATION ON DAMAGES FOR DELAY (JUN 2004)

(a) The Architect shall not be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against the Architect on account of any damages, of any nature whatsoever, which the Contractor, or its subcontractor at any tier may incur as a result of delays, interferences, disruptions, suspensions, changes in sequence or the like arising from or out of any act or omission of the Architect, it being understood and agreed that the Contractor's sole and exclusive remedies in such event shall be a reimbursement of direct costs necessarily incurred as a result of the foregoing causes, and an extension of the contract time, but only in accordance with the provisions of the Contract Documents.

(b) For the purposes of this clause, the term "Damages" shall include all indirect and/or impact costs which shall include, without limitation: unabsorbed Home Office Overhead (including calculations under the "Eichleay Formula"), Idle Labor and Equipment, Loss of Productivity, and Interest; the term "Damages" shall not include on-site direct costs, which shall include direct labor (superintendence, labor, time-keeping, and clerical work) direct materials and supplies (including material handling), direct equipment, restoration and

cleanup, overhead and profit (but only as permitted under the clauses "Changes" and "Changes - Supplement", taxes, insurance, and bonding costs, which will be calculated in accordance with the clauses "Changes" and "Changes - Supplement". Provided, however, that the accounting practice of treating these costs as "direct" shall be in accordance with

(1) The Contractor's established and consistently followed cost accounting practices for all work; and

(2) FAR Cost Accounting Cost Principles and Procedures (FAR Part 31).

(c) To the extent that any other provision of this contract provides for the payment of damages, as defined in this clause, to the Contractor and is thus inconsistent with the provisions of this clause, such other provision will be superseded hereby with respect to the issue of damages.

(End of clause)

FAR 52.236-5 MATERIALS AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

FAR 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs,

and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

AOC52.236-1 ACCESS TO WORK (JUN 2004)

(a) The Contracting Officer or his representative may visit and inspect the Contractor's plant, without advance notice, at any time during the course of this contract, and he shall be granted every available assistance to facilitate such inspection.

(b) The Contracting Officer and proper members of his staff shall at all times have access to the work, and the Contractor shall provide proper and safe facilities for such access and for inspection.

(End of clause)

AOC52.236-2 OTHER CONTRACTS AND WORK (JUN 2004)

(a) The Contractor shall fully inform himself as to conditions relating to construction and labor under which other work, if any, is being performed, or is to be performed, by or for the Government, by contract or otherwise, where such work may affect or be affected by, operations under this Contract.

(b) Notwithstanding the performance by other parties of work at the site during performance of this contract, the Contractor shall prosecute the work diligently and continuously, and he shall cooperate in every way with such other parties. The Contractor shall give such other parties, to the extent their work is affected by his work, all information necessary for the proper execution of their work, without delay. The Contractor shall so arrange and conduct his work that other parties may complete their work at the site according to schedule. All other work under the instant contract shall be carefully coordinated with work under such other contracts.

(End of clause)

AOC52.236-3 ACCIDENT PREVENTION AND SAFETY AND HEALTH PROGRAMS - CONSTRUCTION (SEP 2004)

(a) The Contractor shall take proper safety and health precautions to protect the work, the workers, the

public, and the property of others and comply with the safety and health standards published in 41 C.F.R. Part 50-205, including any matters incorporated by reference therein. He shall also be responsible for all materials delivered and work performed until completion and final acceptance of the entire contract work, except for any completed unit thereof which theretofore may have been finally accepted.

(b) *Williams-Steiger Occupational Safety and Health Act.* The Contractor shall also comply in all aspects of the job with the regulations issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970, as set forth in Title 29 of the Code of Federal Regulations. The Contractor shall bring to the attention of the Architect any work encountered which may involve entry into a suspected confined space as defined by OSHA. A determination will be made by the Architect, and if the area is deemed a permit required confined space, additional protective measures will be needed, per OSHA requirements.

(c) *National Fire Protection Association standards.* The Contractor shall comply with all applicable standards of the National Fire Protection Association relative to fire prevention, except to the extent that more exacting requirements are specified or imposed by the Contracting Officer. The Contractor shall keep and properly maintain fire prevention devices at the job site and shall take all possible precautions deemed necessary by the Government representative in charge of the work.

(d) *Protection of property and persons*. (1) The Contractor shall protect all of his material and work at the site, whether incorporated in the work or not, against damage or loss from any cause, and he shall take all necessary precautions against damage to all other work and material on the site. He shall provide and maintain necessary safeguards for protection of his employees, Government employees and the public generally, and he shall take all other proper precautions for their protection against injury. He shall comply with all directives and regulations of the Contracting Officer and other proper authorities relative to the use of public property.

(2) The Contractor shall protect all electric, telephone, computer facilities, water, gas, sewer, steam and other underground utility lines, in sidewalks, streets or other areas in, under or around the site, to the satisfaction of the Contracting Officer, the Government of the District of Columbia, and all other authorities having jurisdiction.

(3) The performance of work at the site by other parties shall not relieve the Contractor from any liability for loss or damage or from his obligations under this contract. No agreement or arrangement between the Contractor and others as to a division or proportionate share of liability for loss or damage incurred, or of the cost of insurance, shall in any way relieve the Contractor of such liability or his obligations under this contract.

(e) The Contractor shall comply with the requirements of FAR 52.236.13, Accident Prevention. In the event that conditions on the site pose an imminent danger or threat to the Contractor's workers, the public, Government employees, other persons, or to Capitol complex structures and property of historical significance, the Contracting Officer can verbally order the Contractor to suspend work operations in the specified area until said conditions are corrected to the Contracting Officer's satisfaction. The Contracting Officer shall promptly issue a written order to suspend the work to the Contractor formalizing the specifics of the verbal suspension of work.

(f) The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the

performance schedule on any stop work order issued under this clause.

(End of clause)

AOC52.236-4 CUTTING AND PATCHING (JUN 2004)

Prior to initiation of the work operations of either cutting or patching, as a necessary requirement of the work under this contract, of any structural component or of lintels, stair systems, piping, duct work, vessels, equipment and like items in the building, the Contractor shall consult with the Contracting Officer and follow explicitly his directions and stated requirements concerning methods, materials, the manner in which the work is performed, and the level of competence and skill possessed by Contractor's employees, or those of subcontractors, who are proposed to be employed in said cutting and/or patching operations.

(End of clause)

AOC52.236-5 CLEANING AND RESTORING (JUN 2004)

(a) The contractor shall remove dirt and debris resulting from the operations under this contract daily.

(b) The Contractor shall, as a condition precedent to the final acceptance of the work, remove from the site of the work all remaining plant, installations, temporary barricades, temporary facilities, equipment, tools, materials, refuse, rubbish and waste, used or accumulated in connection with, but not incorporated in, the work, unless otherwise specified or directed, and he shall leave the buildings, grounds, streets, and all public places occupied by him in a thoroughly clean, neat and satisfactory condition.

(End of clause)

AOC52.236-8 SCHEDULING OF WORK (AUG 2004)

(a) The Contractor shall, before commencing work on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of partial payments until the Contractor submits the required schedule.

(b) The Contractor shall furnish sufficient forces, construction plant and equipment, and shall work such hours as necessary to insure prosecution of work in accordance with the approved schedule. If, in the opinion of the Contracting Officer, the Contractor falls behind in the scheduled progress, the Contractor shall take such steps as may be necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be

regained. The provisions of this subparagraph shall not be construed as prohibiting work on Saturdays, Sundays and holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, if the Contractor so elects and if approved.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

AOC52.236-9 SCHEDULE OF VALUES (JUN 2004)

(a) The Contractor shall, in accordance with the requirements of the Contracting Officer, prepare and submit for approval a schedule of estimated values of all parts of the work, and shall submit such quantity breakdowns pertinent thereto as the Contracting Officer may deem necessary for the proper checking of partial payment requisitions and for other administrative purposes. The total of the schedule of values shall equal the amount of the contract. The values employed in making this schedule will be used only for determining partial payments; they will not be used as a basis for determining an increase or decrease in the contract price. The listings and subdivisions of this schedule for estimated costs and quantity breakdowns shall be as approved by the Contracting Officer.

(b) The submission and approval of the schedule of values shall be a condition precedent to the making of partial payments.

(End of clause)

AOC52.236-10 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (JUN 2004)

(a) The Contractor shall keep on the site of the work a copy of the drawings and specifications, and of approved shop drawings, product data and samples and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, or in case of discrepancy either within the figures, within the drawings, or within the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information he considers necessary, unless otherwise provided.

(b) “Shop drawings” means drawings submitted to the Government by the Contractor, subcontractor, any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract.

(c) The Contractor shall submit to the Contracting Officer for approval shop drawings, product data and samples as required under the various sections of this Project Manual. The Contractor shall coordinate all such submittals, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings, product data, or samples submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for re-submission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such submittals, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with Paragraph (d) below.

(d) If shop drawings, product data, or samples show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(e) Upon completing the work under this contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings, product data or samples delivered under this contract.

(f) The provisions of this entire paragraph shall be included in all subcontracts at any tier.

(End of clause)

AOC52.236-12 PRODUCT DATA AND SAMPLES (JUN 2004)

(a) Product data shall mean information (e.g., catalog cuts, standard illustrations, drawings, performance charts, data and brochures) pertinent to a particular product, equipment or material required as a part of the work. Product data is required to establish, for the purposes of evaluation and approval, details of the product offered in response to specifications elsewhere in the contract documents. Product data pertains to significant elements such as (1) design; (2) materials; (3) components; (4) performance characteristics; and (5) methods of manufacture, assembly, construction, or operation. The term includes, in addition to the above, the manufacturer's standard printed recommendations for application and use, compliance with recognized standards of trade associations and testing agencies, and the application of their labels and seals (if any).

(b) Samples are physical examples of materials, equipment or workmanship that will be used by the Contracting Officer to establish standards by which the work will be judged.

(c) Samples not subject to destructive tests may be retained by the Contracting Officer until completion of the work; they will then be returned to the Contractor, at his own expense, if he so requests in writing.

(End of clause)

FAR 52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of the contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this Article for any suspension, delay or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this article shall not 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 the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

FAR 52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes-

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of this work;

(3) In the Government-furnished facilities, equipment, materials, services, or site; or

(4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contracting Officer written notice stating-

(1) The date, circumstances, and source of the order; and

(2) That the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of the proposal for adjustment may be included in the notice under paragraph (b) of this clause.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract

(End of Clause)

AOC52.243-1 CHANGES - SUPPLEMENT (JUN 2004)

(a) *Definitions.* (1) A "change order" is a unilateral contract modification, signed by the Contracting Officer, which describes and identifies a particular change in the requirements as permitted by the FAR clause, 52.243-4, "Changes" and authorizes the contractor to begin performance with the changed requirements. The change order may reference pertinent oral or written directives, provide an adjustment to the contract price and/or time for performance, and direct the contractor to submit a proposal for definitization of the change order.

(2) A "supplemental agreement" is a bilateral contract modification, signed by the contractor and the Contracting Officer, which either authorizes the contractor to begin performance with the changed requirements in accordance with the equitable adjustment agreed to prior to commencement of performance of the changed requirements or definitizes a change order after agreement of an equitable adjustment to the contract.

(3) Request for Proposal. A request by the Contracting Officer or his duly authorized representative for the contractor to submit a proposal for requirements contemplated to be changed. Such proposal shall be submitted within the time limit specified in the request and in accordance with the requirements and limitations of this clause.

(b) *Authorization of changes***.** All changes to contract requirements will be authorized in writing by the Contracting Officer through one of the following methods:

(1) A Supplemental Agreement, with the concurrence of the contractor; or

(2) A unilateral Change Order.

(c) *Submission of proposals and cost breakdowns by the contractor.*

(1) Proposals for changes to the contract requirements shall include a brief description of the change; a breakdown of costs as outlined hereinafter; and a time impact analysis (fragnet).

(2) In considering proposals for changes involving added requirements, omitted requirements, or any combination thereof, the Contracting Officer or his duly authorized representative will make check-estimates in such detail as he deems necessary with the view of arriving at equitable adjustments. With each proposal, the contractor shall submit separately an itemized breakdown as per "Exhibit A" hereof, which shall include, but not be limited to, the following:

(i) Direct labor costs;

(ii) Social Security and Unemployment Insurance Taxes;

(iii) Workmen's compensation and general liability insurance;

(iv) Direct material quantities and unit prices (separated into trades);

(v) Construction equipment;

(vi) Overhead; and

(vii) Profit.

(3) If the contractor believes that the change in the contract requirements affects the contract period of performance, as required by AOC52.211-5, Commencement, Prosecution, and Completion of Work, of the Supplementary Conditions, appropriate substantiation must be submitted for evaluation/review.

(4) A complete proposal, including breakdown of cost and time impact, shall be submitted by the contractor within the time frame stipulated in calendar days by the Government for each proposed change. Generally, complete proposals shall be submitted by the contractor within 7 calendar days after the contractor receives the request for proposal, although this time frame may be adjusted for more complex or more urgent requirements. Except as provided by an individual contract modification, no payment for a change order will be made until a supplemental agreement has been signed by the contractor and the Contracting Officer. If complete proposals are not received timely, the Contracting Officer, after consultation with his authorized representative, may determine the cost of the change and the time impact and issue a change order based upon this determination with the stipulation that if a supplemental agreement is not negotiated within a reasonable amount of time, this determination will be final and conclusive, subject only to the contractor's rights of appeal as provided in AOC52.233-1, Disputes, of the General Conditions.

(d) *Allowances for overhead and profit.* (1) The following percentages will be allowed for overhead and profit:

(i) The contractor shall receive, as a percentage of the cost of all work performed by his own organization, an amount not to exceed 10% overhead and not to exceed 10% profit; and

(ii) If subcontractor(s) are involved in the change, a fee in an amount not to exceed 10% as a percentage of the total price of the subcontractor portion of the change.

(iii) Subcontractor(s) to the prime contractor (first tier subcontractor(s)) shall receive, as a percentage of the cost of all work performed by or for it, a total amount not to exceed 10% overhead and not to exceed 10% profit.

(iv) The percentages for fees, overhead, and profit permitted by the above shall be allowed only for the contractor and its first tier subcontractors. Percentages for fees, overhead, and profit in any amount will not be allowed for subcontractors of any other tier.

(2) Percentages for overhead allowed are deemed to include, but shall not be limited to, the following:

(i) Field Overhead Items.

(A) Trailer;

(B) Storage Facilities;

(C) Contractor's and subcontractor's superintendence;

(D) Construction equipment/tools, except those that are specially required for a specific change;

(E) Utilities;

(F) Contractor's and subcontractor's field office, administrative/support staff;

(G) Cost of preparing record drawing changes, correspondence, etc., relating to the contract;

(H) Job site safety aids; and

(I) Cleaning and maintenance of nuisance debris from jobsite.

(ii) Office Overhead Items for Contractor and Subcontractors.

(A) Maintenance/operation of principal or branch offices;

(B) Personnel costs;

(C) Cost for preparing correspondence, fragnets, etc., relating to the contract; and

(D) Cost of insurance and bonds, except for insurance costs relating to direct labor, as outlined in "Exhibit A" .

(iii) For changes which include custom items unique to the project and which are fabricated off-site, the fabricator, whether the contractor or a subcontractor at any tier, shall furnish a breakdown of costs associated with the work in the fabricating plant. This breakdown shall include labor, material, equipment and overhead/plant costs in sufficient detail to allow for review by the Contracting Officer or his duly authorized representative. Costs charged to overhead/plant shall be allowable costs for the fabricator, whether he is the contractor or a subcontractor at any tier, provided that the costs claimed are consistent with the provisions of Subpart 31.203 of the Federal Acquisition Regulation (Chapter 1, Title 48, Code of Federal Regulations). An amount not to exceed 10% of the cost of the fabricated item will be allowed for the fabricator's profit. If the fabricator is a subcontractor, the overhead and profit percentages for the contractor and any subcontractor at a higher tier having a contractual relationship with the fabricator shall be allowed in accordance with this clause.

(e) *Changes involving decreases in price.* For changes involving only a decrease in price, the contractor and subcontractors shall return as credit for overhead and profit those same percentages which are allowed for like changes involving increases in price. On changes involving both an increase and a decrease in price, overhead and profit will be allowed only on the net increase.

(f) *Changes involving increases or decreases on basis of contract specified unit prices.* No percentages for overhead and profit will be added to, or deleted from, any unit prices in event of an increase or decrease in the contract requirements on the basis of contractual unit prices.

EXHIBIT A
TYPICAL FORM OF BREAKDOWN FOR PRICE ADJUSTMENT

SUBCONTRACTORS' BREAKDOWN

Items Involved	**Quan-tities**	**Unit Cost**	**Equip-ment**	**Material**	**Labor**	**Extensions**		**Unit Cost**
						Totals	**Final Totals**	
Excavation (Identify)								
• Volume								
• Crane Operator								
• Laborers								
Shoring (Identify)								

• Area								
• Welder								
Subcontractor Total								

PRIME CONTRACTOR'S BREAKDOWN

Items Involved	**Quan-tities**	**Unit Cost**	**Equip-ment**	**Material**	**Labor**	**Extensions**		**Unit Cost**
						Totals	**Final Totals**	
West Wall (Cinder Block)								
• Area								
• Block 8x8x16								
• Mortar								
• Mason								
• Laborer								
Subtotal								
Prime Contractor's Total								
Prime Contractor's Overhead and Profit on Subcontractor								
Total								

(End of clause)

AOC52.244-1 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK (SEP 2005)

(a) The Contractor is responsible for coordination of all work performed by its own workforce and those of its subcontractors. Each subcontractor shall be experienced in and capable of performing in a satisfactory manner all work in his/her speciality, and shall meet the standard of competence established for the Contractor.

(b) The Contractor shall be responsible for all acts of subcontractors employed by him under this contract, and for their compliance with all terms and provisions of the contract applicable to their performance. The Contractor shall continuously coordinate the work of all sub-contractors to assure proper processing and progress of the Work. The Contractor shall require each subcontractor to (1) examine the project schedule, shop drawings and the work of other trades and all sections of the specifications to the extent necessary for satisfactory installation of his work, and connection between his work and the work of other trades; (2) coordinate his work accordingly; and (3) cooperate with other trades toward timely and satisfactory completion of the entire Work.

(c) Organization of the specifications into sections and subsections and the arrangement of drawings shall not control the Contractor in dividing work among subcontractors or in establishing the extent of work to be performed by any trade.

(d) The Government reserves the right to require dismissal of any subcontractor who, by reason of previous unsatisfactory work on AOC projects or for any other reason, is considered by the Contracting Officer to be incompetent or otherwise objectionable for performing work under this contract.

(e) Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the Government.

(End of clause)

AOC52.245-2 GOVERNMENT-FURNISHED PROPERTY (NOV 2004)

(a) For the purposes of this clause, Government-furnished "property" includes cell phones and telephones, personal digital assistants, computers (including laptops), electronic devices, services such as network access, tools, furnished space, storage, utilities, furnishings, equipment, and any other item or service provided by the AOC to the contractor.

(b) No AOC equipment or property can be provided under this contract unless specifically negotiated as part of the award price. If, after contract award, it becomes necessary or advisable to issue AOC property to the contractor, the contract price shall be reduced by a reasonable amount that reflects the price the contractor would pay if providing the property.

(c) The Contracting Officer's Technical Representative (COTR) for this contract is responsible for coordinating the issuance and return of Government-furnished property.

(d) Any Government-furnished property provided to the contractor for use during performance of this contract shall be issued to the contractor's representative and recorded on AOC Form 1423, AOC PROPERTY ISSUED TO CONTRACTORS. The contractor's representative shall be responsible for the ensuring the proper care and use of the Government-furnished property, whether used by the contractor

representative or another contractor employee. Government-furnished property provided by the AOC can be used only for the conduct of official business on behalf of the AOC. The contractor is specifically prohibited from using AOC-furnished property for personal use or to conduct operations that benefit other Government agency contracts or other contractor activities that do not directly support AOC contracts.

(e) All information technology property that requires interface or connection to the AOC network must be provided by the AOC. The use of non-AOC IT property that requires interface or connection to the AOC network is strictly prohibited.

(f) All contractor employees who require access to the AOC network or who are issued a personal digital assistant must complete and sign the "Non-disclosure Agreement for Contract Employees Conditional Access to Sensitive but Unclassified Information for The Architect of The Capitol" before access will be granted. The COTR is responsible for providing the non-disclosure agreements to the AOC Office of Information Resources Management.

(g) All Government-furnished property shall be returned by the contractor to the COTR in the same condition as issued, with allowances for wear and tear that occurs with reasonable care and use. Failure to return Government-furnished property or the return of Government-furnished property that has not been properly maintained and used may result in a reduction to the contract price that reflects the market replacement value of the property or the market price to repair or restore the property to its condition when issued to the contractor.

(End of clause)

AOC52.246-1 FINAL INSPECTION AND ACCEPTANCE - CONSTRUCTION - SUPPLEMENT (SEP 2005)

(a) No inspection or other action of the Government shall be construed to constitute a final acceptance of any portion of the work under this contract until all work under the contract is completed. None of the work under the contract shall be deemed to be finally accepted until the Contractor, upon completion and final inspection of all work, is notified in writing of final acceptance of work under the contract, or in lieu thereof, until final payment of the final voucher as prescribed in FAR 52.232-5, Payments Under Fixed-Price Construction Contracts. The provisions of FAR clause 52.246-12, Inspection of Construction are hereby modified by the provisions of this paragraph with respect to the finality of acceptance of any portion of the work by the Government prior to completion of all work under the contract.

(b) The Contractor shall notify the Contracting Officer, at least 10 days in advance, of the date the work will be fully complete and ready for final inspection. Any additional costs incurred by the Government due to necessary reinspection of work found not ready for final inspection upon the Contractor's notice of completion will be charged to the Contractor and deducted from the contract price.

(End of clause)

AOC52.246-6 ADDITIONAL WARRANTY COVERAGE (JUN 2004)

If the Contractor receives from any manufacturer, supplier or subcontractor additional warranty coverage on

the whole or any component of the work required by this contract, in the form of time including any pro rata arrangements, or the Contractor generally extends to his commercial customers a greater or extended warranty coverage, the Government shall receive corresponding warranty benefits.

(End of clause)

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses: www.gsa.gov or www.govcon.com

CLAUSE TITLE	DATE	FAR NUMBER
GRATUITIES	APR 1984	52.203-3
COVENANT AGAINST CONTINGENT FEES	APR 1984	52.203-5
RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995	52.203-6
AUDIT AND RECORDS - NEGOTIATION	JUN 1999	52.215-2
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	SEP 2000	52.222-4
DAVIS-BACON ACT	JUL 2005	52.222-6
WITHHOLDING OF FUNDS	FEB 1988	52.222-7
PAYROLLS AND BASIC RECORDS	FEB 1988	52.222-8
APPRENTICES AND TRAINEES	FEB 1988	52.222-9
COMPLIANCE WITH COPELAND ACT REQUIREMENTS	FEB 1988	52.222-10
SUBCONTRACTS (LABOR STANDARDS)	FEB 1988	52.222-11
CONTRACT TERMINATION - DEBARMENT	FEB 1988	52.222-12
COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS	FEB 1988	52.222-13
DISPUTES CONCERNING LABOR STANDARDS	FEB 1988	52.222-14
CERTIFICATION OF ELIGIBILITY	FEB 1988	52.222-15
EQUAL OPPORTUNITY	APR 2002	52.222-26
AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	FEB 1999	52.222-27
EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC 2001	52.222-35
AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998	52.222-36
EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS ON THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001	52.222.37
DRUG-FREE WORKPLACE	MAY 2001	52.223-6
PATENT INDEMNITY- CONSTRUCTION CONTRACTS	APR 1984	52.227-4
ADDITIONAL BOND SECURITY	OCT 1997	52.228-2
IRREVOCABLE LETTER OF CREDIT	DEC 1999	52.228-14
FEDERAL, STATE AND LOCAL TAXES	APR 2003	52.229-3

ASSIGNMENT OF CLAIMS	JAN 1986	52.232-23
DIFFERING SITE CONDITIONS	APR 1984	52.236-2
SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	APR 1984	52.236-3
SUPERINTENDENCE BY THE CONTRACTOR	APR 1984	52.236-6
PERMITS AND RESPONSIBILITIES	NOV 1991	52.236-7
OTHER CONTRACTS	APR 1984	52.236-8
USE AND POSSESSION PRIOR TO COMPLETION	APR 1984	52.236-11
ACCIDENT PREVENTION	NOV 1991	52.236-13
PRE-CONSTRUCTION CONFERENCE	FEB 1995	52.236-26
BANKRUPTCY	JUL 1995	52.242.13
GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)	MAY 2004	52.245-2
INSPECTION OF CONSTRUCTION	AUG 1996	52.246-12
WARRANTY OF CONSTRUCTION	MAR 1994	52.246-21
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY 2004	52.249-2
ALTERNATE I	SEP 1996	
DEFAULT (FIXED-PRICE) CONSTRUCTION	APR 1984	52.249-10

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SUPPLEMENTARY CONDITIONS

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AOC52.201-2	CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)
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AOC52.211-5	COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK
AOC52.223-5	SPECIAL SECURITY REQUIREMENTS - SERVICES
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SUPPLEMENTARY CONDITIONS

AOC52.201-1 CONTRACTING OFFICER'S AUTHORITY (JUN 2004)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, notwithstanding any provision contained elsewhere in this contract. In the event that the Contractor makes any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

(End of clause)

AOC52.201-2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (MAR 2005)

The Government shall provide the name, address and telephone number of the COTR at the time of contract award and the duties thereby delegated to that person. Any subsequent change to the individual or the individual's responsibilities will be confirmed in writing by the Contracting Officer. In no instance will the COTR be delegated authority to order any change in the contractor's performance which would affect (a) cost or schedule for contracts for services or supplies, or (b) scope, the completion date for intermediate phases or milestones, or overall completion date for contracts for construction.

(End of clause)

FAR 52.211-12 LIQUIDATED DAMAGES (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **$100.00** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

AOC52.211-5 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK (SEP 2004)

(a) All work to be performed under this contract shall be completed in accordance with the

following timeline:

a. Development of Shop Drawings - Contractor shall prepare Shop Drawings to be completed four (4) months after the notice of award.

b. Stand-down period for lead/asbestos abatement activities (performed by AOC) - Contractor shall plan for a stand down period while asbestos/lead abatement is being performed. The estimated stand down time for this abatement is six (6) months.

c. Construction - Contractor shall provide a complete installation/retrofit of sprinklers required under these performance specifications within twelve (12) months of the end of the abatement period.

No work under this contract shall be performed on Saturdays, Sundays or Federal holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, except with prior approval of the Contracting Officer.

(b) Time for completion of the contract work will be adjusted only in accordance with applicable clauses in the GENERAL CONDITIONS (e.g., "Differing Site Conditions", "Changes", “Changes - Supplement”, "Suspension of Work").

(End of clause)

AOC52.223-5 SPECIAL SECURITY REQUIREMENTS - SERVICES (AUG 2005)

(a) All vehicles, and contents, used by the Contractor or his subcontractors, which enter or leave United States Government property during performance of the work, will be subject to clearance, inspection and identification procedures conducted by the United States Capitol Police. See the attachment entitled “U.S. CAPITOL POLICE NOTICE” for instructions prior to delivery.

(b) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through x-ray screening devices. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to their entry into the building.

(c) All personnel provided by the Contractor and employed on the site of the work will be subject to a security background investigation. Each employee will be required to fill out an I.D. Request Form and U.S. Capitol Police Request for check of Criminal History Records and each employee will be photographed and fingerprinted. The Contractor shall provide any assistance required by any of its employees in completing the forms.

(d) Prior to commencement of work, the contractor and all designated on-site employees will be required, on a one-time basis, to be fingerprinted in Washington D.C. The location for the Electronic Fingerprinting Service is the U.S. Capitol Hill Police Headquarters, 119 D Street, N.E.

(e) Within seven (7) calendar days after the date of contract award, the Contractor shall submit to the Contracting Officer's Technical Representative (COTR) a list of all employees proposed to be employed on this contract. This list shall include the employee's full name, date of birth and social security number.

(f) While security background investigations are in process, the Contractor's employees must not be granted access to the Capitol Hill complex to perform work or provide services for the AOC unless they are escorted by an AOC staff member. "Escorted" is defined to mean that the AOC staff member will remain with the employee(s) **at all times** during the performance of the work. Any of the Contractor's employees who are perceived by the Contracting Officer as a security risk as a result of evidence discovered in the background security investigation, will not be issued an Identification Card, will be denied access to the site of the work, and the Contractor will be directed to remove such employee from performance of any of the contract work, whether it be on or off the work site. Any contractor employee denied access to the site of work on a contract or task/delivery order as a result of a security investigation may not apply for access to any other AOC/U.S. Supreme Court contract or task/delivery order work site.

(g) An identification card, with photograph, will be prepared for each employee of the Contractor requiring access to the site. The identification card shall be dated to indicate the period of time for which it is to remain valid - from the date the employee reports for duty until the applicable date which occurs first: the expiration of the contract, or the last date of the employee's tour of duty with the Contractor. All contractor personnel must wear the ID badge whenever on the Capitol complex premises or when attending off-site functions on behalf of the AOC. ID badges must be worn in such a manner that contractor personnel can be easily identified as such.

(h) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through a magnetometer. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to their entry into the building.

(i) The Contractor is fully responsible to return:

(1) The ID badge of any individual employee, including subcontractor personnel, who is removed for any reason including but not limited to illness, or dismissal;

(2) The ID badges of all contractor employees, including subcontractor personnel, whose performance under the contract is completed in advance of final contract job completion; and

(3) All outstanding ID badges issued for the contractor and its employees, including subcontractor personnel, within 24 hours of on site contract job completion.

(j) ID badges are to be hand delivered by the contractor within 24 hours of any of the events

listed under (f) above to the Contracting Officer's Representative.

(End of clause)

AOC52.223-8 DELIVERY VEHICLE INSPECTION REQUIREMENTS (SEP 2004)

(a) All vehicles and contents used by the Contractor or his subcontractors which enter or leave United States Government property during performance of work under this contract will be subject to clearance, inspection, and identification procedures conducted by the United States Capitol Police.

(b) *Mobile Vehicle and Cargo Inspection System (Mobile VACIS).* All delivery vehicles carrying fuel, garbage, or similar cargo that cannot be offloaded for inspection and security screening shall utilize the Mobile VACIS located at Third and Pennsylvania Avenue, NW, Washington, DC, for inspection prior to making deliveries to any building within the Capitol Complex, including, but not limited to, the U.S. Capitol Building; the U.S. Botanic Garden; the Hart, Dirksen, and Russell Senate Office Buildings; the Rayburn, Longworth, Cannon, and Ford House Office Buildings; the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings; the Capitol Power Plant; the Capitol Visitors Center; and the U.S. Supreme Court and Thurgood Marshall Federal Judiciary Buildings.

(1) For deliveries requiring Mobile VACIS inspection, within seven calendar days or prior to the first delivery, the contractor shall provide the following information to the U.S. Capitol Police:

(i) List of drivers;

(ii) Date of birth for each driver;

(iii) Social Security Number of each driver;

(iv) Vehicle make;

(v) Vehicle model;

(vi) License tag number and state where vehicle is licensed;

(vii) Color of vehicle; and

(viii) Contractor name, if shown on the vehicle.

(2) Information for deliveries made through the Mobile VACIS unit must be faxed to (202) 228-4313. For verification of receipt, the contractor may call (202) 224-9728.

(3) Updates to the above information for Mobile VACIS deliveries must be sent to the U.S. Capitol Police throughout the period of performance of the contract.

(c) *4700 Shepherd Parkway, SW inspection facility.* All other vehicles making deliveries to the above listed locations except for the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings and the U.S. Supreme Court shall utilize the off-site inspection and screening facilities at 4700 Shepherd Parkway, SW, Washington, DC 20032.

(End of clause)

AOC52.236-11 SUBMITTALS (JUN 2004)

(a) The Contractor shall deliver all required submittals within the times specified elsewhere in this contract. Unless specifically stated otherwise, four (4) sets of each item shall be delivered by the contractor to the Contracting Officer's Technical Representative. An in-depth description of these submittals can be found in the appropriate technical sections of the specification. Any Schedule of Work prepared shall reflect delivery of these items. Failure to provide timely delivery of these submittals may be considered to be grounds for termination for default.

(b) The Government will review the submittals and either approve them as submitted, or mark required changes on them. If changes are required, the Contractor shall deliver revised submittals for approval by the Government which incorporate all of the required changes within two weeks after receipt by the Contractor of the marked-up submittals.

(End of clause)

END OF SUPPLEMENTARY CONDITIONS

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REPRESENTATIONS, CERTIFICATIONS,
AND OTHER STATEMENTS OF OFFERORS

FAR 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision

_____

[*insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or per position in the offeror's organization*];

(ii) As an authorized agent, does certify that the principals named in

subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

FAR 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions*. "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.
"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN)*.

_____ TIN: _____.

_____ TIN has been applied for.

_____ TIN is not required because:

_____ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does

not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

_____ Offeror is an agency or instrumentality of a foreign government;

_____ Offeror is an agency or instrumentality of a Federal government;

(e) *Type of organization*.

_____ Sole proprietorship;

_____ Partnership;

_____ Corporate entity (not tax-exempt);

_____ Corporate entity (tax-exempt);

_____ Government entity (Federal, State, or local);

_____ Foreign government

_____ International organization per 26 CFR 1.6049-4;

_____ Other _____

(f) *Common Parent*.

_____ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

_____ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

AOC52.204-2 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 2004)

(a) The offeror shall enter, in the space provided below, the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit

number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contract Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

(1) Company name,

(2) Company address;

(3) Company telephone number;

(4) Line of business;

(5) Chief executive officer/key manager;

(6) Date the company was started;

(7) Number of people employed by the company; and

(8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at http://www.customerservice@dnb.com. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(d) Enter DUNS number:_____.

(End of provision)

AOC52.204-3 REPRESENTATIONS AND CERTIFICATIONS (NOV 2004)

The offeror shall properly execute and submit with its offer the Representations and Certifications contained herein. Insert information in spaces provided as applicable.

(End of provision)

AOC52.215-8 AUTHORIZED NEGOTIATORS (JUN 2004)

The offeror represents that following persons are authorized to negotiate on its behalf with the

Government in connection with this Request for Proposal:

_____ _____

Name Title

Telephone: _____ E-Mail:_____

_____ _____

Name **Title**

Telephone: _____ **E-Mail:**_____

_____ _____

Name **Title**

Telephone: _____ **E-Mail:**_____

(End of provision)

END OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

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SOLICITATION CONDITIONS

FAR 52.211-6 BRAND NAME OR EQUAL (AUG 1999)

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must–

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by–

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonable available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

(End of provision)

AOC52.215-1 INSTRUCTIONS TO OFFERORS (FEB 2005)

(a) *Definitions.* As used in this provision --

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award. "Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.
"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays, including Presidential Inauguration Day. However, if the last day falls on a Saturday, Sunday, or legal holiday, including Presidential Inauguration Day, then the period shall include the next working day.

(b) Offerors are expected to examine the entire solicitation and all instructions. Failure to do so will be at the offeror's risk. Each offeror shall furnish the information required by the solicitation. The offeror will be held responsible for full knowledge of all information contained therein.

(c) *Packaging, transmission, and tracking of proposals.* (1) Proposals, modifications, and revisions shall be enclosed, in the quantities specified elsewhere in this solicitation, in sealed envelopes. With each copy of the form entitled "SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)", enclose the completed Schedule page, Bid Guarantee, if required, and Representations and Certifications. Address envelopes to: Architect of the Capitol, Procurement Division, Ford House Office Building, Attn: Fred Witcher, Room H2-263 Bid Room, Second and "D" Streets, S.W., Washington, DC 20515. Offeror shall place the OF-17, Offer Label, on the exterior of the package on the same side as the address, or write "Bid Documents Enclosed", "H2-263 Bid Room", and write the solicitation number, time and date for receipt of offers on the exterior of the package on the same side as the address. Telegraphic or facsimile proposals and modifications will not be considered.

(2) Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U. S. Postal Service by offerors to deliver their proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers hand carried directly to the Bid Room address within the Ford House Office Building, or any other location in the U.S. Capitol Complex of buildings. **See "Notice for Delivery" on the front of the solicitation**.

(3) To assist in tracking of proposals, offerors are requested to fax a copy of their signed "Solicitation, Offer and Award" form as well as a copy of the FEDEX or UPS receipt to Fred Witcher to (202) 225-3221 at the time of the issuance of their proposal.

(4) The only acceptable method by which offerors can deliver their responses to this solicitation shall be via Federal Express (FEDEX) or United Parcel Service (UPS). Offers submitted via any other method will be rejected. **OFFERORS - DO NOT MAIL YOUR OFFER BY REGULAR U.S. MAIL.** See notice attached to this solicitation for special instructions.

(d) *Submission, modification, revision, and withdrawal of proposals.* (1) Offerors are

responsible for submitting proposals and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m. local time, for the designated Government office on the date that the proposal or revision is due. For the purposes of determining timeliness, the designated Government office is defined as the Pitney Bowes Management Services Capitol Heights Mail Facility at 9140 East Hampton Drive, Capitol Heights, Maryland 20743.

(2) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would no unduly delay the acquisition, and-

(i) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government's control prior to the time set for receipt of proposals; or

(iii) It is the only proposal received.

(3) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(4) Acceptable evidence to establish the date of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(5) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of proposals by the exact time specified in the solicitation and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(6) Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(End of provision)

AOC52.215-2 INTERPRETATIONS AND AMENDMENTS (JUN 2004)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing no later than fourteen calendar days prior to the date established for receipt of offers. Oral explanations or instructions given before the award of a contract will not be binding.

(b) Prospective offerors shall request the Contracting Officer, in writing, via FAX or e-mail for an interpretation or correction of any ambiguity, inconsistency, or error in the contract documents which they may discover or which should have been discovered by a reasonably prudent offeror. Such requests or objections to materials or methods of construction shown or specified shall be directed to the attention of the Contracting Officer at least fifteen (15) calendar days prior to the date specified for receipt of proposals. Written requests shall be transmitted via e-mail to fwitcher@aoc.gov or via facsimile to (202) 225-3221.

(c) Any interpretations or corrections, as well as any additional modifications the Contracting Officer may desire to include, will be in the form of amendments, in writing, which will be sent on the same date to all offerors if that information is necessary in submitting offers or if the lack of it would be prejudicial to other prospective offerors and shall become a part of any subsequent contract. The Contracting Officer reserves the right to answer only such questions as have, in his opinion, a definite bearing upon the proposals to be submitted.

(1) Offerors shall acknowledge the receipt of all amendments to the solicitation by:

(i) Signing and returning the amendment;

(ii) Identifying the amendment number and date in the space provided for this purpose on the form for submitting a offer;

(iii) Letter or telegram; or

(iv) Facsimile, if facsimile offers are authorized in the solicitation.

(2) The Government must receive the acknowledgment by the time and at the place specified for receipt of offers.

(d) Requests for oral interpretations or any other interpretations not made by amendments will not be accepted, and any information that may possibly be gained by offerors in that manner is gratuitous and not binding.

(e) If this solicitation is amended, all terms and conditions that are not amended remain unchanged.

(End of provision)

AOC52.215-3 RESTRICTION ON DISCLOSURE AND USE OF DATA (JUN 2004)

Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall–

(a) Mark the title page with the following legend:
"This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets)"; and

(b) Mark each sheet of data it wishes to restrict with the following legend:
"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

(End of provision)

AOC52.215-4 CONTRACT AWARD (JUN 2004)

(a) The Government will evaluate offers in response to this solicitation without discussions and will award a contract to the responsible offeror whose offer, conforming to the solicitation, will be most advantageous to the Government considering only price and the price-related factors specified elsewhere in the solicitation. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price standpoint. The Government reserves the right to conduct discussions.

(b) The Government may–

(1) Reject any or all offers;

(2) Accept other than the lowest offer; and

(3) Waive informalities or minor irregularities in offers received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the offer.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror

within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer as provided in Paragraph (c) of this clause), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

(f) The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(End of provision)

AOC52.215-7 PREPARATION OF PROPOSALS - CONSTRUCTION (JUN 2004)

(a) Offers shall be submitted, in the quantities as stated elsewhere in this solicitation, on the accompanying printed form entitled, "SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)" and copies thereof, with blank spaces suitably filled in. Erasures or other changes on any or all submissions shall be initialed by the signer of the offer.

(b) Copies of the offer shall be identical and each copy shall give the full business address of the offeror, and be signed by him (see Block 20B of the form entitled, "SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair") with his usual signature. Offer by partnerships shall furnish the full names of all partners, and shall 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. Offers by corporations shall be signed with the legal name of the corporation, followed by the name of the State of incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall be typed or printed below the signature. An offer by a person who affixes to his signature the word "president", "Secretary", "agent", or other designation, without disclosing his principal, may be held to be the offer of the individual signing. When requested by the Government, satisfactory evidence of the authority of the offer signing in behalf of the corporation shall be furnished.

(c) A firm, fixed-price shall be entered by each offeror on the Schedule page for each line item

(line item pricing, options, and unit prices) which shall represent the cost for performing the work required by this Request for Proposal. The Architect reserves the right to request from each offeror information regarding the breakdown of all costs that are included in the lump sum price (Line Item 0001), to include copies of all work sheets used in forming the proposed pricing. Erasures or other changes on any or all submissions shall be initialed by the signer of the proposal or by his duly authorized agent.

(d) The Price Proposal shall be submitted with the following required documents in the order shown below:

(1) "SOLICITATION, OFFER, AND AWARD" form (original signature required in Block 20B);

(2) The "SCHEDULE" page;

(3) the "REPRESENTATIONS AND CERTIFICATIONS"; and

(4) the "BID GUARANTEE".

(End of provision)

AOC52.215-9 FAILURE TO SUBMIT OFFER (JUN 2004)

Recipients of this solicitation not responding with a proposal should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitations for similar requirements. If a recipient does not submit a proposal and does not notify the issuing office that future solicitations are desired, the recipient's name **will** be removed from the applicable mailing list.

(End of provision)

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed-price contract resulting from this solicitation.

(End of provision)

AOC52.217-1 EVALUATION OF OPTIONS (NOV 2003)

Except when it is determined not to be in the Government's best interest, the Government will evaluate offers for award purposes by adding the total price for the selected options which include **Line Items 0003 - 0007** to the total price which includes the lump sum price of **Line Items 0001**

and 0002. Evaluation of options will not obligate the Government to exercise the options.

(End of provision)

FAR 52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2002)

(a) *Definitions*. "Construction material", "domestic construction material", and "foreign construction material", as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act - Construction Materials (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determination of inapplicability*. An offeror requesting a determination of inapplicability of the Buy American Act should submit the request to the Contracting officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer or has not received a response to a previous request, the offeror shall include the information and supporting data on the offeror.

(c) *Evaluation of offers*. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If the evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable costs.

(d) *Alternate offers*. (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror may also submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction

material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

AOC52.228-1 OFFER GUARANTEE (JUN 2004)

(a) Failure to furnish an Offer Guarantee in the required form and amount, with and as a part of the proposal, will be cause for rejection of the proposal.

(b) The offeror shall furnish an Offer Guarantee of not less than 20% of the proposed price in the form of a firm commitment consisting of a Bid Bond, Certified Check, Cashier's Check, Irrevocable Letter of Credit, or Postal Money Order made payable to the Architect of the Capitol, or, under Treasury Department Regulations, certain bonds or notes of the United States. The Contracting Officer will return Offer Guarantees, other than Bid Bonds, (1) to unsuccessful offerors as soon as practicable after evaluation of the proposals; and (2) to the successful offeror upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the offer as accepted.

(End of provision)

AOC52.236-13 VISIT TO THE SITE OF THE WORK - CONSTRUCTION (JUN 2004)

(a) It is strongly recommended that all prospective offerors visit the site where the work is to be performed, compare the work requirements with existing conditions, verify dimensions, if necessary, and fully inform themselves regarding the nature and scope of the proposed work and the conditions under which it will be conducted. Offerors shall also inform themselves regarding other work, if any, being done or to be done by or for the United States government, the District of Columbia government and utility companies, by contract or otherwise, where such work may affect or be affected by the operations under the contract. Failure to take these precautions will in no way relieve the successful offeror from his obligation to furnish all materials, services, labor, and any other requirements necessary to complete the work satisfactorily under the conditions established by the contract documents and without additional expense to the Government.

(b) **A pre-proposal meeting will be conducted <u>TO BE DETERMINED</u>.**

(c) RESERVED.

(d) Offerors are encouraged to submit all questions in writing at least five (5) working days prior

to the conference. Questions will be considered at any time prior to or during the conference; however, offerors will be asked to confirm verbal questions in writing. Subsequent to the conference, an amendment to the solicitation containing an abstract of the questions and answers, and a list of attendees, will be disseminated.

(e) Offerors are cautioned that, notwithstanding any remarks or clarifications given at any site visit, the pre-proposal conference or field inspection, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the offeror to seek clarification prior to submitting a offer.

(End of provision)

END OF SOLICITATION CONDITIONS

VOLUME I I

TECHNICAL

PART 1 - GENERAL

1.1 DRAWING TITLES:

(a) The drawings entitled "Russell Senate Office Building, Automatic Sprinkler Upgrade" prepared by Alan M. Hantman, FAIA, Architect of the Capitol, dated 13 Feb 06, as listed below from a part of the Contract Documents.
(b) The Contractor shall not scale the drawings but shall verify drawing dimensions and take additionally required dimensions at the site.
(c) The Contractor will be furnished, free of charge, not more than six (6) sets of the contract drawings.

PART 2 - DRAWINGS LIST

2.1 GENERAL

Number	Title
G000	Cover Sheet

2.2 FIRE

Number	Title
F100A	Attic Scope Plan
F100B	Basement Scope Plan
F100P	Basement Bulk Main Plan
F101	First Floor Scope Plan
F102	Second Floor Scope Plan
F103	Third Floor Scope Plan
F104	Fourth Floor Scope Plan

DIVISION 1 - GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 DESCRIPTION OF REQUIREMENTS:

A. General Requirements: The provisions or requirements of Division 1 apply to the entire work of the Contract and, where so indicated, to other elements which are included in project, and include, but are not limited to the following:

1. Summary of the Work.
2. Project Coordination.
3. Definitions and Standards.
4. Schedules and Reports.
5. Submittals.
6. Temporary Facilities and Controls.
7. Products.
8. Project Closeout.

1.2 SUMMARY OF THE WORK:

A. Project/Work Identification:

1. General: Project name is FIRE SPRINKLER SYSTEM UPGRADE, Russell Senate Office Building, Washington, D.C. Specifications prepared by the Architect of the Capitol (AOC) are dated February 13, 2006.

2. Summary by Reference: Work of the Contract can be summarized by references to the SCHEDULE, GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, Official Procedure for Making Changes in Contracts, Specification Sections, Addenda and Modifications to the contract documents issued subsequent to the initial printing of this Project Manual and including, but not necessarily limited to, printed material referenced by any of these.

3. Abbreviated Written Summary: Briefly and without force and effect upon the contract documents, the work of the Contract can be summarized as follows:

a. The work of this contract includes the extension of automatic sprinkler protection to areas that are not currently provided with automatic sprinkler protection in the RSOB in order to comply with the requirements of the AOC Design Standards and the reference documents therein, including, but not limited to, the requirements of National Fire Protection Standard 13, *Standard for Installation of Sprinkler Systems* - 2002 edition (NFPA 13).

b. The scope of work also includes the installation of new fire alarm and supervisory devices associated with the automatic sprinkler system (i.e., sprinkler valve supervisory devices and sprinkler waterflow alarm devices). The Contractor

providing the work of this contract shall engage a Fire Alarm Sub-Contractor to connect all new alarm and supervisory devices to the fire alarm control panel and perform acceptance testing in accordance with the specification. All work shall comply with the requirements of the AOC Design Standards and the reference documents therein, including, but not limited to, the requirements of NFPA 72, *National Fire Alarm Code* - 2002 edition (NFPA 72).

c. The scope of work to be carried out under this contract includes remedial work to correct deficiencies in the existing sprinkler system. Deficiencies in the installed sprinkler system relative to compliance with NFPA 13 have been provided in Specification Division 15, Section 15330, "Wet-Pipe Sprinkler Systems".

d. It is anticipated that the Contractor will encounter asbestos and lead containing materials during the execution of the work included in this project. It should be noted that all abatement of lead and asbestos will be performed by others and not by the Contractor, his employees, and any Sub-Contractors working for the Contractor. Because of this, it is expected that significant time will elapse between the Final Shop Drawing Submission by the Contractor and the commencing of the installation work (and the completion of As-Built Shop Drawings). The Contractor, his employees, and Sub-Contractors shall plan for this time lapse and coordinate their efforts so that this time lapse between acceptance of Shop Drawings and commencing of installation work will not result in any cost to the AOC or the Government. The abatement is estimated to take six (6) months.

The majority of this hazardous material is located on duct and pipe insulation. The Contractor shall avoid this pipe and duct insulation to the greatest extent possible while conducting any inspection or survey work conducted as part of the development of the Shop Drawings.

4. Base Bid & Options: The Contractor as part of his/her base bid shall provide separate line items for : the survey and design, including preparation of the shop drawings for the work contained within the scope of the project; installation of the automatic sprinkler system, including all necessary cutting and patching; and installation of fire alarm devices. In addition to the line items above, the Contractor shall provide separate line items for the following spaces: B-31, 3-1, 3-12, and 4-8.

5. Use of the Contract Documents: The Contract Documents are comprised of the Performance Specifications, any issued Amendments, the Contract, approved Changes and other directives. Construction Drawings are not provided under this scope of work as part of the Contract Documents. The performance design criteria upon which the Shop Drawings will be based are provided in the Performance Specifications and other Contract Documents. The Contract Documents are not to be used separately for bid or construction as they collectively represent the entirety of the project. The Contractor is responsible for ensuring that the documents are used together and the Shop Drawings will comply with all aspects of the Contract Documents.

6. Phasing Plan: No Phasing Plan is included in the Contract Documents. However, it is expected that lead and/or asbestos abatement and will be performed by others. The

abatement is estimated to take six (6) months, and will occur after the submission of Shop Drawings to the AOC, but prior to any installation and prior to the issue of As-Built Shop Drawings. The Contractor is expected to plan for this time lapse between the issue of Shop Drawings and the abatement work with no resultant cost to the AOC. Once abatement is complete, the Contractor shall complete all installation and field work sequentially to provide the minimum disruption of normal building operations in the area. The Contractor will provide his own plan for approval by the AOC showing proposed sequencing of the work and coordination with Government requirements. The phasing plan shall be submitted for review prior to any construction.

7. Daily Hours of Work: Hours of work on the premises shall be from 9:00 pm to 5:00 am (EST), Sunday to Thursday. Work conducted according to this schedule shall be performed at no additional cost to the Government.

8. Time line for work activities: The contractor shall submit a time line for completion of the work performed under this contract according to the following work schedule:

   a. Development of Shop Drawings - Contractor shall prepare Shop Drawings to be completed four (4) months after the notice of award.

   b. Stand-down period for lead/asbestos abatement activities (performed by AOC) - Contractor shall plan for a stand down period while asbestos/lead abatement is being performed. The estimated stand down time for this abatement is six (6) months.

   c. Construction - Contractor shall provide a complete the installation/retrofit of sprinklers required under these performance specifications within twelve (12) months of the end of the abatement period.

B. Contractor Use of Premises:

1. General: The Contractor shall limit his use of the premises to the work indicated, so as to allow for the Government's occupancy and use by the public.

2. Contractor Use of the Existing Building: During the construction period, the site and the building will be occupied by Members of Congress, other Government employees and the general public. Maintain the existing building in a safe and weather-tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period. Cooperate fully with the AOC or the AOC representative during construction operations to minimize conflicts and to facilitate Government usage.

   a. Clear Passage: Keep public areas such as hallways, stairs, elevator lobbies and toilet rooms free from accumulation of waste material, rubbish or construction debris.

b. Protection of Public: Where debris, tools, materials, etc. may fall onto, or into the path of, pedestrians, a covered enclosure shall be constructed as a walkway through the area.

c. Smoking or open fires will not be permitted within the building enclosure or on the premises.

d. Temporary Elevator Use: The AOC will designate elevators available for use by Contractor's personnel. Use of other than designated elevators will not be permitted.

3. Limitations on Use of the Site: Limitations on site usage as well as specific requirements that impact site utilization are indicated within these Specifications and by other Contract Documents. Portions of the site beyond areas on which work is indicated are not to be disturbed. In addition to these limitations and requirements, administer allocation of available space among entities needing both access and space so as to produce the best overall efficiency in performance of the total work of the project. Schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site. A staging area is provided in the attic area for the Contractor as outlined in Paragraph 1.6.C.3.d for use in staging equipment and storage. The Contractor shall coordinate the use of this staging area with the AOC.

a. Unless designated for sole Contractor use, keep existing driveways and entrances serving the premises clear and available to the Government and its employees at all times. Do not permit trucks of any kind to use existing sidewalks without prior authorization of the AOC.

b. Maintain driveways between and around combustible material storage piles at least 15 ft wide and free of accumulation of rubbish, equipment and materials. Maintain access for fire fighting equipment.

c. The location of, and the specific dimensional criteria of, dedicated fire lanes for use during construction and renovations shall be developed by the Contractor and submitted to the AOC for review and approval prior to the commencement of any field work.

d. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to the areas indicated by the AOC. If additional storage is necessary, obtain and pay for such storage off-site.

e. Provide 24hr/7day access to the building by emergency vehicles and firefighting equipment.

f. Based on the size limitations of the freight elevator, sprinkler pipe lengths to be used in the work and transported to the Staging Area (see below) shall be limited to 10 feet in length.

4. Construction Parking Control: Parking space for personal vehicles is not available on the site. Obtain approval of the AOC for parking of construction motor vehicles or other equipment on the site.

C. Government Occupancy: The Government reserves the right to occupy all areas of the building during the construction. The Contractor shall coordinate any relocation of space or personnel with the AOC prior to construction in that area.

D. Protection of Government Property: The Contractor is expected to take all reasonable precautions to protect U.S. Government Property. In the event of damage to or theft of Government Property, the Contractor will be held fully responsible for his own personnel, his subcontractor's personnel and their actions.

E. Blasting: The use of any kind or type of explosive in the performance of the work is prohibited, except the use of construction tools actuated by or employing powder-actuated charges which shall be permitted, provided that the tool is of the kind and design ordinarily used for such construction and that the AOC has authorized its use after determining that its use will not endanger human life or safety.

F. Mechanical/Electrical Requirements of General Work: Except as otherwise indicated, comply with applicable provisions of NFPA 70, *National Electrical Code*, (NFPA 70 or NEC) and standards by the National Electrical Manufacturer's Association (NEMA) for electrical components of general work. Where applicable, provide products listed and labeled by nationally recognized independent testing and labeling organizations. Mechanical/Electrical systems and equipment shall be arranged and installed to provide ready accessibility and ease of lock/tag application during lockout/tag-out procedures. Layout shall be confirmed to be acceptable to the AOC prior to installation.

1.3 **PROJECT COORDINATION**:

A. Coordination and Meetings: Prepare a written memorandum on required coordination activities. Include such items as required notices, reports and attendance at meetings. Distribute this memorandum to each entity performing work at the project site. Prepare similar memorandum for separate contractors where interfacing of their work is required.

1. Continuously coordinate the work of subcontractors to ensure proper processing and progress of the work. Require each subcontractor to examine work of other trades and all sections of specifications to assure satisfactory installation of, and connection between, his work and work of other trades.

a. Provide other parties, to the extent their work is affected by this work, all information necessary for the proper execution of their work. Arrange and conduct work so that other parties may complete their work at the site according to schedule. All work under this contract shall be carefully coordinated with work under other such contracts.

2. The Contractor shall maintain a complete set of Contract Documents on the site during the execution of this contract. All Drawings and Specifications shall be posted with the

latest information and Changes. In addition to a complete set of Contract Documents, the Contractor shall maintain an accurate set of marked-up as-built documents indicating the work performed to date.

3. AOC Notification: To allow time for the AOC to observe the construction, provide a minimum of 48 hours notice of commencement of next phase of work and other tasks to be identified by the AOC.

B. Surveys and Records/Reports: Working from lines and levels established by the property survey, establish and maintain bench marks and other dependable markers. Establish bench marks and markers to set lines and levels for work at each story of construction and elsewhere as needed to properly locate each element of the project. Calculate and measure required dimensions as shown within recognized tolerances. Drawings shall not be scaled to determine dimensions. Advise entities performing work of marked lines and levels provided for their use. Advise AOC promptly upon detection of deviations that exceed indicated tolerances.

C. General Installation Provisions:

1. Pre-Installation Meetings: Hold a pre-installation meeting at the project site well before installation of each unit of work which requires coordination with other work. Installer and representatives of the manufacturers and fabricators who are involved in or affected by that unit of work, and with its coordination or integration with other work that has preceded or will follow, shall attend this meeting. Advise AOC of scheduled meeting dates.

2. Installer's Inspection of Conditions: Require the Installer of each major unit of work to inspect the substrate to receive work and conditions under which the work is to be performed. The Installer shall report all unsatisfactory conditions in writing to the Contractor. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.

3. Manufacturer's Instructions: Where installations include manufactured products, comply with the manufacturer's applicable instructions and recommendations for installation, to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the Contract Documents.

4. Mounting Heights: Where mounting heights are not indicated, mount individual units of work at industry recognized standard mounting heights for the particular application indicated. Refer questionable mounting height choices to the AOC for final decision.

a. Mount units of work required to be accessible to handicapped people at heights prescribed by the Uniform Federal Accessibility Standards (UFAS) as referenced by the Americans with Disabilities Act (ADA) (Fed. Reg./Vol. 56, No. 144/Part 36).

D. Cleaning and Protection: During handling and installation of work at the project site, clean and protect work in progress and adjoining work on the basis of continuous maintenance. Apply protective covering on installed work where it is required to ensure freedom from damage or deterioration at time of completion.

1. Clean and perform maintenance on installed work as frequently as necessary through remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

2. Limiting Exposures of Work: To the extent possible through reasonable control and protection methods, supervise performance of the work in such a manner and by such means which will ensure that none of the work, whether completed or in progress, will be subjected to harmful, dangerous, damaging or otherwise deleterious exposure during the construction period.

   a. Protect against possible damage all sills, jambs and soffits of permanent openings used as passageways or through which materials are handled. Protect exposed corners, spandrels, projecting features and similar permanent work subject to damage. Cover and protect all prefinished work from damage by mortar, plaster, gypsum drywall compounds, paint, and other construction materials and operations. Provide special protection for works of art, as prescribed in the Contract Documents.

3. Load all trucks leaving the site with loose debris in a manner that will prevent dropping of materials on streets. Fasten suitable tarpaulins over the load before they enter surrounding paved streets.

E. Cutting and Patching: Where the Contractor must cut, patch, alter, add to, repair or refinish existing construction and finishes which are not to be removed, he shall leave such construction and finishes complete and in satisfactory condition. Cutting, patching, and the like shall be neatly and carefully performed, and new materials and methods shall match existing corresponding work unless otherwise indicated. Exposed patches and repairs shall be as inconspicuous as possible. All cutting and patching work shall be performed as specified in Section 01731, “Cutting, Drilling, Coring, and Patching.”

1. Construction, finishes, equipment and other items which are damaged or defaced by reason of work performed under this contract shall be restored to the satisfaction of the AOC.

F. Conservation and Salvage: It is a requirement for supervision and administration of the work that construction operations be carried out with the maximum possible consideration given to the conservation of energy, water and materials. In addition, maximum consideration shall be given to salvaging materials and equipment involved in performance of the work but not incorporated therein. Refer to other sections for required disposition of salvage materials which are the Government's property.

1. AOC Notification: To allow time for the AOC to observe the construction, provide a minimum of 48 hours notice of excavation work, completion of steel reinforcing, pouring of concrete, paving operations, utility work, trenching, tree removal or replacement, commencements of next phase of work, and other tasks to be identified by the AOC.

2. Archaeological Rights: There is a possibility that items of archaeological significance may be found during the excavation of the site. In such event, the Contractor shall stop

excavation in the vicinity of the find and notify the AOC immediately; subsequent excavation work shall proceed as directed by the AOC. All items found which are considered to have archaeological significance are the property of the Government.

1.4 **DEFINITIONS AND STANDARDS**:

A. General: Comply with governing regulations and the codes and standards imposed upon the work. These requirements include the obtaining of permits, licenses, inspections, releases and similar documentation, as well as payments, statements and similar requirements associated with regulations, codes and standards.

B. Definitions: A substantial amount of specification language consists of definitions for terms found in other contract documents. Certain terms used in contract documents are defined in this article. Definitions and explanations contained in this section are not necessarily either complete or exclusive, but are general for the work to the extent that they are not stated more explicitly in another element of the contract documents.

1. Installer: The term "installer" is defined as the entity (person or firm) engaged by the Contractor, its subcontractor or sub-subcontractor for performance of a particular unit of work at the project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (installers) be expert in the operations they are engaged to perform.

2. Testing Laboratory: The terms "testing laboratory" or “national testing laboratory” are defined as an independent entity engaged to perform specific inspections or tests of the work, either at the project site or elsewhere, and to report, and (if required) interpret results of those inspections or tests.

3. Indicated: The term "indicated" is a cross-reference to graphic representations, notes or schedules on drawings, to other paragraphs or schedules in the specifications, and to similar means of recording requirements in contract documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used in lieu of "indicated," it is for the purpose of helping the reader locate cross-reference, and no limitation is intended except as specifically noted.

4. Furnish: Except as otherwise defined in greater detail, the term "furnish" is used to mean supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.

5. Install: Except as otherwise defined in greater detail, the term "install" is used to describe operations at the project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations, as applicable in each instance.

6. Provide: Except as otherwise defined in greater detail, the term "provide" means furnish and install, complete and ready for intended use, as applicable in each instance.

7. Exposed: The term "exposed" is defined as an item or surface, exterior or interior, which can be seen by a person outside the building or a person inside a usable space within the building during normal activity.

   a. Mechanical and electrical rooms, air handling rooms, storage rooms and penthouses shall be considered to have exposed surfaces, as shall the mechanical and electrical construction within them.

   b. The interiors of closets and alcoves shall be considered exposed surfaces, and shall be finished to match the finish of the adjoining room or space, unless another finish is otherwise indicated.

   c. The interiors of cabinets shall be considered exposed, but a finish different from that of the exterior may be permitted or required by other sections.

8. Concealed: The term "concealed" is defined as an item or space not normally seen, occupied or used by building occupants or staff, such as shafts, hoistways, tunnels, ceiling plenums, attics, and crawls spaces.

9. Finished Space: The term "finished space" is defined as space normally used by the public, building occupants or staff for primary functions of the building, but does not include mechanical, electrical and elevator equipment rooms, hoistways, tunnels or mechanical penthouses, unless otherwise indicated.

10. Specialist: The term "specialist" is defined as an individual or firm of established reputation (or, if newly organized, whose personnel have previously established a reputation in the same field), which is regularly engaged in, and which maintains a regular force of workers skilled in either (as applicable) manufacturing or fabricating items required by the contract, installing items required by the contract, or otherwise performing work required by the contract. Where the contract specification requires installation by a specialist, that term shall also be deemed to mean either the manufacturer of the item, an individual or firm licensed by the manufacturer, or an individual or firm who will perform the work under the manufacturer's direct supervision.

C. Format and Specification Content Explanations: Bolding and underscoring: Are used strictly to assist reader of specification text in scanning text for key words (for quick recall). No emphasis on or relative importance is intended where bolding and underscoring are used. Imperative language is used generally in specifications. Except as otherwise indicated, requirements expressed imperatively are to be performed by the Contractor. For clarity of reading at certain locations, contrasting subjective language is used to describe responsibilities which must be fulfilled indirectly by Contractor, or when so noted, by others.

1. Abbreviations: The language of specifications and other contract documents is of the abbreviated type in certain instances, and implies words and meanings which will be appropriately interpreted. Actual word abbreviations of a self-explanatory nature have been included in texts. Specific abbreviations have been established, principally for lengthy technical terminology and primarily in conjunction with coordination of specification requirements with titles of general standards which are frequently

abbreviated. Singular words will be interpreted as plural and plural words will be interpreted as singular where applicable and where full context of the contract documents so indicates.

2. Minimum Quality/Quantity: In every instance, the quality level or quantity shown or specified is intended as minimum for the work to be performed or provided. Except as otherwise specifically indicated, actual work may either comply exactly with that minimum (within specified tolerances), or may surpass the quality of that minimum within reasonable limits. In complying with requirements, indicated numeric values are either minimum or maximums as noted or as appropriate for context of requirements. Refer instances of uncertainty to the AOC for decision before proceeding.

D. Overlapping and Conflicting Requirements: Where there appears to be overlapping or conflicting requirements in the drawings and specifications, refer all such questions in writing to the AOC for interpretation. Do not proceed with that portion of the work that is under question until the AOC has replied in writing. Delays necessitated by requests for interpretation shall not form the basis for a Change to the contract. The AOC's interpretation and decision shall be final. Procedures for resolving disagreements with the decision of the AOC are outlined in the General Conditions of the Contract. The order of precedence is established as follows:

1. Order of Precedence: Any inconsistency in this solicitation or Contract shall be resolved by giving precedence in the following order:

   a. The Schedule (excluding the specifications).

   b. Representations and other instructions.

   c. Contract clauses.

   d. The Specifications.

2. Industry Standards: Where compliance with two (2) or more industry standards or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirement is intended and will be enforced, unless specifically detailed language written into contract documents clearly indicates that a less stringent requirement is to be fulfilled. Refer apparently similar requirements, and uncertainties as to which level of quality is more stringent, to the AOC for a decision before proceeding.

3. Contractor's Options: Except for overlapping or conflicting requirements, where more than one set of requirements are specified for a particular unit of work, Options are intended to be the Contractor's regardless of whether or not it is specifically indicated as such.

E. Drawing Symbols: Except as otherwise indicated, graphic symbols used on drawings are those symbols recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards", published by John Wiley & Sons, Inc., Ninth edition.

F. Industry Standards: Except to the extent that more explicit or more stringent requirements are written directly into the Contract Documents, applicable standards of the construction industry have the same force and effect (and are made a part of the Contract Documents by reference) as if copied directly into the contract documents, or as if published copies were bound herein, subject to the order of precedence previously stated.

1. Publication Dates: Except as otherwise indicated, where compliance with an industry standard is required, conform to the standard in effect on the date of the Invitation for Bids (IFB) or Request for Proposals (RFP), or, if referred to in any Addenda, at the date of such addenda.

2. Abbreviations and Names: The following acronyms or abbreviations as referenced in Contract Documents are defined to mean the associated names and organizations. Both names and addresses are subject to change, and are believed to be, but are not assured to be, accurate and up-to-date as of the date of contract documents:

AIA	American Institute of Architects 1735 New York Ave., NW Washington, DC 20006	(800) AIA-3857
ANSI	American National Standards Institute 1819 L. Street, NW Washington, DC 20036	(202) 293-8020
ASME	American Society of Mechanical Engineers Three Park Avenue New York, NY 10016-5990	(800) 843-2763
ASTM	American Society for Testing and Materials 100 Bar Harbor Drive West Conshohocken, PA 19428-2959	(610) 832-9585
FM	Factory Mutual Global Boston-Providence Turnpike Norwood, MA 02062	(781) 440-8000
IEEE	Institute of Electrical and Electronic Engineers 1828 L Street, NW - Suite 102 Washington, DC 20036-5104	(202) 785-0017
NEC	*National Electrical Code* (NFPA 70)	
NECA	National Electrical Contractors Assoc. 3 Bethesda Metro Center Bethesda, MD 20814	(301) 657-3110
NEMA	National Electrical Manufacturers Assoc. 1500 North 17th Street	

	Rosslyn, VA 22209	(703) 841-3200
NFPA	National Fire Protection Assoc. One Batterymarch Park P.O. Box 9101 Quincy, MA 02269-9101	(617) 770-3000
NICET	National Institute for Certification in Engineering Technologies 1420 King Street Alexandria, VA 22314-2794	(888) IS-NICET
UL	Underwriters Laboratories, Inc. 333 Pfingsten Rd. Northbrook, IL 60062-2096	(847) 272-8800

G. Federal Government Agencies: Names and titles of federal government Standard or Specification producing agencies are often abbreviated. The following acronyms or abbreviations referenced in the Contract Documents indicate names of Standard or Specification producing agencies of the federal government. Names and addresses are subject to change but are believed to be, but are not assured to be, accurate and up to date as of the date of the Contract Documents.

CFR	Code of Federal Regulations (Available from the Government Printing Office) N. Capitol St. between G and H St. NW Washington, DC 20402 (Material is usually first published in the "Federal Register")	(202) 783-3238
CPSC	Consumer Product Safety Commission 5401 Westbard Ave. Bethesda, MD 20207	(301) 492-6580 or (800) 638-2772
EPA	Environmental Protection Agency 401 M St., SW Washington, DC 20460	(202) 382-2090
FS	Federal Specification (from GSA) Specifications Unit (WFSIS) 7th and D St., SW Washington, DC 20407	(202) 708-9205
OSHA	Occupational Safety and Health Administration (U.S. Department of Labor) N3647 200 Constitution Ave., NW Washington, DC 20210	(202) 219-8148

1.5 **SCHEDULES & REPORTS**:

A. Coordination: Coordinate both the listing and timing of reports and other activities required by provisions of this and other sections, so as to provide consistency and logical coordination between the reports. Maintain coordination and correlation between separate reports by updating at monthly or shorter time intervals. Make appropriate distribution of each report and updated report to all parties involved in the work including the AOC.

B. Material Schedule: Prior to commencing work, submit for approval the names of manufacturers and the trade names or numbers of all materials proposed for use on the project. Do not use any material until approved by the AOC. Upon request, furnish samples of materials, without cost to the Government, for examination and testing.

1. Submit eight (8) copies of the product-listing schedule prior to commencement of the Work. Provide a written explanation for omissions of data, and for known variations from contract requirements.

C. Schedule of Values: Within thirty (30) calendar days of the date of contract award, a Schedule of Values shall be submitted. This schedule is defined as a work item by work item breakdown of cost of each definitive work activity including Contractor's markup. The Schedule of Values shall directly correlate with the Phases of Work indicated on the approved Progress Schedule specified below.

1. The Grand Total of all of the Schedules shall equal Contractor's original bid.

2. The proper updating of both the Schedule of Values and the Record Drawings shall be considered precedent to approval of Partial Payments.

D. Shop Drawing Submittal Schedule: Within thirty (30) calendar days of the date of contract award, a Shop Drawing Submittal Schedule shall be submitted. The schedule shall indicate at a minimum, all shop drawing submittals to be made, their contents, each specification section the submittal is drawn from, the date on which it will be submitted, the expected return dates, and the subcontractor responsible for creating the submittal. The submittal will be reviewed by the AOC as the first shop drawing submittal and comments made must be acknowledged and employed in the resubmission prior to the submittal of any other shop drawing. Do not “Load” the schedule.

E. Progress Schedule: Within fourteen (14) calendar days of the date of contract award, the Contractor shall prepare and submit for approval a schedule showing the order in which he proposes to perform the Work, the dates on which he will start each phase of work and the contemplated dates of completion for each phase of site. Not less than eight (8) copies of this schedule shall be submitted to the AOC.

1. Cost Correlation: Immediately below the date line, provide a two item cost correlation line, indicating both "precalculated" and "actual" costs. This cost correlation line shall show dollar-volume of work performed as of the same dates used for preparation of partial payment requests. Refer to GENERAL CONDITIONS for cost reporting and payment procedures. In so far as it is practical to do so, use the same units of work in the progress

schedule as indicated in the "schedule of values" required by the GENERAL CONDITIONS and further specified above.

2. Schedule Updating: Following its initial approval, the project schedule shall be updated monthly for the purpose of recording and monitoring progress of the Work and establishing the values of progress payments. If the Work falls behind schedule, revise schedule and describe action to be taken to insure that work will be completed within the Contract time. Any adjustment to the Contract Time shall be made in accordance with the GENERAL CONDITIONS. For each schedule update, prepare a narrative report which shall include a description of all activities completed during the preceding month, description of progress made and planned activities listed as started but not completed on the updated Progress Schedule, and a written description and justification of any proposed revision to the logic sequence.

   a. Contractor Revisions: The Contractor may request revisions to the logic sequence and schedule of the Progress Schedule in the event that his planning for the project is revised. If revisions to the approved Progress Schedule are desired, the AOC shall be notified in writing for approval, stating reasons for proposed revision. If the AOC considers such proposed revisions to be of a major nature, he may require the Contractor to revise and resubmit for approval, without additional cost to the Government, all or the affected portion of the schedule to indicate the effect on the entire project. Provide two weeks notice to the AOC, in writing, prior to submitting any Contractor proposed revisions not discussed in a previous Progress Meeting.

   b. AOC Revisions: AOC-directed revisions to the Progress Schedule will be forwarded to the Contractor with a ten (10) calender day Contractor response period. The Contractor shall either assent to the proposed change or state reasons for not implementing the proposed revision.

   c. Progress Updates: Revisions to the Progress Schedule made to reflect actual work progress to date are not revisions to logic sequence and schedule. In disagreements concerning actual progress recorded to date, the AOC's determination shall govern.

3. Distribution: Following the initial submittal to and response by the AOC, print and distribute progress schedules to the AOC (eight (8) copies), separate contractors, the principal subcontractors and suppliers or fabricators, and others with a need-to-know schedule-compliance requirement. When revisions are made, distribute updated issues to the appropriate entities.

F. Progress Meetings and Documentation: In addition to specific coordination and pre-installation meetings for each element of work, and other regular project meetings held for other purposes, hold a general progress meeting each month with time coordinated with preparation of the partial payment request. Require each entity then involved in planning, coordination or performance of work to be properly represented at each meeting. Discuss status of each element of current work in relation to Progress Schedule. Determine how behind-schedule work will be expedited, and secure commitments from entities involved in doing so to ensure that work will be completed within Contract Time.

1. Initial Progress Meeting: Schedule initial progress meeting, recognized as "Pre-Construction Meeting", for a date not more than 15 days after date of commencement of the Work. Use it as an organizational meeting, and review responsibilities and personnel assignments.

2. Daily Reports: Prepare a daily report, recording information concerning events at the site; and submit duplicate copies to the AOC on at least weekly intervals.

G. Permits, Licenses, and Certificates: For the Government's records, submit copies of utility permits, licenses, certifications, utility inspection reports, releases, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

1.6 **SUBMITTALS**:

A. General: Shop drawings, product data, samples and other work-related submittals are required to amplify, expand and coordinate the information contained in the Contract Documents. The Contractor is responsible for all dimensions, for the design of adequate or proper components, connections and other items, for the inclusion in the work of all elements and incidental details, and for the satisfactory fabrication, construction, operation and coordination of the work.

1. Approval of any submission shall not be construed as a complete or precise check of the item submitted but will only indicate that the general methods of design, detailing, construction or other elements under consideration appear to be satisfactory, without specific determinations or particulars.

2. Changes to the Contract will not be made by notations on submittals. In the event submittals returned by the AOC with notations, which in the opinion of the Contractor, constitute additional work for which he is entitled to an adjustment in the contract sum or the contract time, the Contractor shall comply with the procedure set forth in Article 18, "Changes," of the GENERAL CONDITIONS.

3. Do not permit submittal copies without an appropriate final "Action" marking by the AOC to be used in connection with the work.

4. Submissions of “Approved Equals:” In addition to standard submittal requirements, for each item submitted as an “approved equal” submit the following:

a. Comparison of proposed approved equal’s characteristics with the salient characteristics of the specified product demonstrating that the proposed approved equal fully meets or exceeds the specifications,

b. Drawings and samples as required for specified products,

c. Any changes required in other elements (if any) because of the submission of the proposed approved equal, and

d. A listing of sources of supply, maintenance service (if applicable), and replacement parts.

B. Submittal Procedures: Make all submittals to the AOC or to an individual designated by the AOC.

1. Only the AOC or an individual designated by the AOC can approve or disapprove submittals. Deviations and variations from the contract requirements contained in the submittal can be approved only by the AOC or by an individual delegated such authority by the AOC.

2. Costs associated with transmittal of submittals shall be borne by the Contractor.

3. Review Time: Except as specified elsewhere, allow for a review period of twenty-one (21) business days after receipt of the submittals by the AOC. Advise the AOC on each submittal, as to whether processing time is critical to the progress of the work, and if work would be expedited if processing time could be shortened. No extension of time will be authorized because of the Contractor's failure to transmit submittals or re-submittals to the AOC sufficiently in advance of the work. For submittals of items requiring coordination between different trades or subcontractors, review time period starts from the time that all required submittals have been received by the AOC and ends when submittal leaves the AOC. The Contractor is required to coordinate all work involving associated sub-trades and produce coordinated drawings for submittal where required by individual specification sections or as required below.

4. Preparation of Submittals: Provide permanent marking on each submittal to identify project, date, Contractor, subcontractor, supplier, manufacturer, submittal name and similar information to distinguish it from other submittals. Label as to number and title of specification section, drawing number and detail references, as appropriate. Show Contractor's executed review and approval marking and provide space of not less than 20 sq. in. for the AOC's "Action" marking. Package each submittal appropriately for transmittal and handling. Submittals which are received from sources other than through the Contractor's office will be returned without action.

5. Number of Copies: Submit a minimum of eight (8) copies of each submittal requested or as specified in each specification section, whichever is greater.

C. Specific Submittal Requirements: Specific submittal requirements for individual units of work are specified in the applicable specification section. Except as otherwise indicated in the individual specification sections, comply with the requirements specified herein for each type of transmittal.

1. Product Data: Collect required product data into a single submittal for each unit of work or system. Mark each copy to show which choices and options are applicable to the project. Where product data has been printed to include information on several similar products, some of which are not required for use on the project, or are not included in this submittal, mark the copies to show clearly that such information is not applicable.

a. Submittals: Submittal is for information and record, unless otherwise indicated. Initial submittal is final submittal unless returned by the AOC, marked with an action which indicates an observed non-compliance.

1) Initial Submittal: Except as otherwise indicated, submit eight (8) copies of each required product data submittal. The AOC will retain two (2) copies and return the other marked with "Action" and corrections or modifications as required.

2. Shop Drawings: Provide special notation of dimensions that have been established by field measurement. Highlight, encircle or otherwise indicate deviations from the Contract Documents on the Shop Drawings.

a. Preparation: Submit newly prepared information, drawn to accurate scale on sheets not less than 8-1/2" x 11"; except for actual pattern or template type drawings, the maximum sheet size shall not exceed 36" x 48". Indicate the name of the firm that prepared each shop drawing and provide appropriate project identification in the title block.

1) Do not reproduce contract documents or copy standard printed information as the basis of shop drawings.

2) Use standard architectural scales for all drawings.

b. Coordination Drawings: Prior to installation of sleeves and inserts for equipment, and/or the performance of work in spaces in which two or more trades are involved and in which the probability of interference exists as determined by either the Contractor or the AOC, submit composite coordination drawings for the Work. Show sequencing and relationship of separate units of work which must interface in a restricted manner to fit in the space provided, or function as indicated. In case interference develops, the AOC will decide which work shall be relocated, regardless of which was installed first. Coordination Drawings are considered Shop Drawings and must be definitive in nature.

c. Equipment and Systems: Shop Drawings for equipment and systems shall show ratings (where applicable), and how components are assembled, function together, and how they will be installed. Shop drawings, product data, certificate of conformance or compliance, certified test or inspection reports, and other submittals for equipment, systems, and their component parts shall be coordinated and submitted as a unit. Multiple or piecemeal submissions are not acceptable except where prior approval is obtained from the AOC, in which case a list of data to be submitted later shall be included with the first submission.

d. Initial Submittals: Original transmittal letter, one (1) set of Mylar reproducible drawings, and seven (7) sets of prints for each Shop Drawing submission shall be forwarded to AOC for approval.

e. Final Submittal: eight (8) sets of prints; two (2) will be retained by AOC and the remainder will be returned, one of which is to be marked-up and maintained by Contractor as the set of "Record Documents."

3. Miscellaneous Submittals:

a. Inspection and Test Reports: Classify each inspection and test report as being either "shop drawings" or "product data" depending on whether the report is specially prepared for the project, or a standard publication of workmanship control testing at the point of production. Process inspection and test reports accordingly.

b. Offsite Fabrication Facilities: Provide for scheduled visits to offsite fabrication facilities by the AOC. Make all facilities, including storage areas and plant, open and accessible to review of procedures, materials used and storage and shipping methods.

c. Warranties: Refer to Article "Products" for specific general requirements on warranties, product bonds, workmanship bonds and maintenance agreements. In addition to copies desired for the Contractor's use, furnish two (2) executed copies of such warranties, bonds or agreements. Provide two (2) additional copies where required for maintenance manuals.

d. Staging Plan: The AOC will provide two 12 ft by 15 ft areas in the attic of the building for use as staging areas. Equipment shall be brought into the staging area via the freight elevator. Contractor shall submit a Staging Plan for review and approval of AOC indicating specific information on the planned loading of materials, traffic direction and control from the outside to this staging area, and any other construction facilities required related to the staging area.

e. Traffic Control: Submit a site plan and details for review and approval by the AOC to diagrammatically indicate proposed measures for safely and efficiently controlling and re-routing traffic as necessary to enable deliveries, testing operations and other activities. Indicate schedules of activities occurring hourly before, during and after the normal workday. At all times provide minimal disruption to the day-to-day activities occurring within the building and at adjacent locations.

f. Fee Schedule: Contractors shall submit a complete fee schedule in advance of performing the work for the design and installation of the systems being installed. Separate fees for the sprinkler and fire alarm work shall be provided in accordance with AOC design requirements. The fee schedule shall account for all expected time lapses noted in this Specification, and any cost adjustments related to the work on historic and archaic materials.

5. Closeout Submittals: Refer to Article 1.9, "Project Closeout" and to individual sections of these specifications for specific submittal requirements of project closeout information, materials, tools, and similar items.

D. AOC's Action: Except for submittals for the record and similar purposes, where action and return on submittals is required or requested, the AOC will review each submittal and mark with appropriate "Action." Where the submittal must be held for coordination, the AOC will so advise the Contractor without delay.

1. If no changes to the drawing are required, five (5) sets of prints and the one (1) set of reproducible drawings will be returned to the Contractor, bearing the stamp of the AOC, stating - "APPROVED."

2. If changes to the drawing are required, but are of such minor nature that fabrication and/or construction can proceed in accordance with the correction noted by the AOC without resubmission of the drawing, five (5) sets of marked-up prints and the one (1) set of reproducible drawings will be returned to the Contractor bearing the Stamp of the AOC stating "APPROVED AS NOTED." The Contractor shall proceed with fabrication and/or construction in accordance with the AOC's corrections, and resubmit two (2) corrected copies for the AOC's records.

3. If changes to the drawing are required and are of such nature that fabrication or construction cannot proceed, five (5) sets of prints and the one (1) set of reproducible drawings will be returned to the Contractor, bearing the stamp of the AOC stating - "REVISE AND RESUBMIT." In such a case, the Contractor shall resubmit the Shop Drawings properly corrected. Upon resubmission of Shop Drawings, if any corrections or changes are made other than those marked by the AOC, the Contractor shall clearly indicate any such corrections or changes made on his own initiative.

4. If the product does not meet the specification requirements, the number of copies outlined above will be returned to the Contractor, bearing the stamp of the AOC stating - “REJECTED.” In such a case, the Contractor shall submit new Shop Drawings which comply with the technical specifications.

5. Other Action: Where the submittal is returned, marked with the AOC's explanation, for special processing or other Contractor activity, or is primarily for information or record purposes, the submittal will be marked as follows:

a. Not Subject to Review: This review category will apply to submittals which are not required by the Contract Documents and are inadvertently submitted and stamped; or

b. Received/No Action Required: This category will be used when returning “Informational Submittals” for which the AOC is not required to take action.

1.7 TEMPORARY FACILITIES AND CONTROLS:

A. Description of Requirements: This article specifies administrative and procedural requirements for temporary services and facilities, including such items as temporary utility services, temporary construction and support facilities, and project security and protection.

1. Use Charges: No cost or usage charges for temporary services or facilities are chargeable to the Government. Cost or use charges for temporary services or facilities will not be accepted as a basis of claims for a change-order extra. All materials and equipment provided by the Contractor for temporary facilities shall remain the property of the Contractor.

2. Materials and Execution: Provide new materials and equipment for temporary services and facilities; used materials and equipment that are undamaged and in serviceable condition may be used, if acceptable to the AOC. Provide only materials and equipment that are recognized as being suitable for the intended use, by compliance with appropriate standards. Do not use materials of temporary service in permanent installation.

B. Quality Assurance: Comply with the requirements of the District of Columbia Building Code and regulations governing construction and local industry standards, in the installation and maintenance of temporary services and facilities.

1. Standards: Comply with the requirements of NFPA Code 241, "Building Construction and Demolition Operations", the ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition", the NECA National Joint Guideline NJC-6 "Temporary Job Utilities and Services", and to OSHA 29 CFR 1926 (Construction Standards).

a. Refer to "Guidelines for Bid Conditions for Temporary Job Utilities and Services", as prepared jointly by Associated General Contractors of America (AGC) and American Specialty Contractors, Inc. (ASC) for industry recommendations.

b. Trade Jurisdictions: The assigned responsibilities for the installation and operation of temporary utilities are not intended to interfere with the normal application of trade regulations and union jurisdictions applicable to the work.

2. Inspections: Inspect and test each service before placing temporary utilities in use. Arrange for required inspections and tests by governing authorities, and obtain required certifications and permits for use.

C. Job Conditions: Provide each temporary service and facility ready for use at each location when the service or facility is first needed to avoid delay in performance of the Work. Maintain, expand as required and modify temporary services and facilities as needed throughout the progress of the Work. Do not remove until services or facilities are no longer needed, or are replaced by the authorized use of completed permanent facilities.

D. Temporary Utilities: The AOC will designate a connection point for installation of temporary service to the project to existing service. Arrange with the AOC for an acceptable time when service can be interrupted, where necessary to make connections for temporary services.

1. Temporary Electric Power Service: Electrical energy will be supplied by the Government, but the Contractor shall install and maintain all necessary conduit, wiring, and devices needed to execute the work. Install all wiring in flexible conduit or armored cable with minimum No. 12 gage wire. Portable cords for small power tools shall be properly grounded and installed as approved by the Architect. Provide receptacle outlets equipped

with ground-fault circuit interrupters, reset button and pilot light, for plug-in connection of power tools and equipment. The Government will not be held responsible for power outages beyond its control.

a. Comply with applicable NEMA, NECA and UL standards and governing regulations for materials and layout of temporary electric service, including those requirements included in Division-16 sections.

b. Install service and grounding in compliance with the National Electric Code (NEC or NFPA 70), District of Columbia Building Code, and Power Company requirements. Include necessary service connection, service switch, meters, transformers, overload protected disconnect, main distribution switch gear, panel boards, wiring, cables, devices, and accessories.

2. Temporary Lighting: Provide local switching of temporary lighting, spaced to allow lighting to be turned off in patterns to conserve energy and retain light suitable for work-in-progress, access traffic, security check and project lock-up.

a. Provide general service incandescent lamps of wattage indicated or required for adequate illumination. Protect lamps with guard cages or tempered glass enclosures, where fixtures are exposed to breakage by construction operations. Provide exterior fixtures where fixtures are exposed to weather or moisture. Keep sockets equipped with active lamps. Where feasible, utilize fluorescent type fixtures.

3. Temporary Heating, Cooling and Ventilating: Provide temporary heating, cooling, and ventilating where indicated or needed for performance of the Work, curing or drying of recently installed work or for protection of work in place from adverse effects of low temperatures or high humidity. Select facilities known to be safe and without deleterious effect upon the work in place or being installed. Coordinate with ventilation requirements to produce the indicated ambient condition required, to minimize the consumption of fuel or energy, and to comply with code requirements.

a. Maintain a minimum temperature of 45 deg.F (7 deg.C) in permanently enclosed portions of the building and areas where finished work has been installed. Provide temporary heating units that have been tested and labeled by UL, FM or another recognized trade association related to the fuel being consumed. Do not use open burning or salamander type heating units where prohibited by governing codes or regulations, or when combustible materials are located in or near the space being heated, or when the work installed or being installed includes work which will be exposed to view in the completed project.

1) Do not store fuel in building.

b. Provide for ventilation requirements where possible through use of natural ventilation, utilizing temporary heat and enclosures and openings to effect needed movement of air. Where necessary, install temporary fans or blowers to provide ventilation of construction spaces. Where necessary, operate units with filters and

baffles to avoid distribution of dust and to minimize deleterious effects upon work. Equip portable ventilating fans with suitable safety guards.

c. As soon as practical, after permanent system is in place and operable, provide heat from the permanent building heating system, under operation and supervision of personnel authorized by the equipment manufacturer, until the building is complete.

1) Permanent system may be operated without diffusers and registers in place, but filters with same efficiency as those specified for permanent system must be installed in ductwork.

2) Immediately prior to acceptance by the Government, clean ducts and replace all used filters with new ones.

4. Temporary Telephones: Arrange for the local telephone company to install temporary service to the project or provide cellular service to the contractor's site superintendent.. Location of telephones and telephone wires is subject to AOC approval.

5. Water Service: Water will be provided for project use by the Government at existing sources. Provide temporary piping, connections, maintenance and other work required to deliver water required for the project.

a. As soon as construction operations at each floor level require water, extend service, the full height of the building to form a temporary water and fire water standpipe. Provide distribution piping for temporary water to each location of use. As a minimum, provide one 3/4" outlet for each floor level of construction spaced so that water can be reached with a 100 foot length of hose. Provide one 3/4" flexible rubber hose 100 feet long with an adjustable nozzle, at each outlet where work requiring water is in progress.

6. Temporary Sanitary Facilities: Sanitary facilities include temporary toilets, wash facilities and drinking water fixtures. Comply with governing regulations including safety and health codes for the type, number, location, operation and maintenance of fixtures and facilities; provide not less than specified requirements. Install in locations that will best serve the project's needs. Do not use permanent toilet fixtures during construction period.

a. Supply and maintain toilet tissue, paper towels, paper cups and similar disposable materials as appropriate for each facility. Provide appropriate covered waste containers for used material.

7. Temporary Fire Protection: Until fire protection needs may be fulfilled by permanent facilities, install and maintain temporary fire protection facilities of the types needed to adequately protect against reasonably predictable and controllable fire losses. Comply with applicable recommendations of NFPA Standard 10 "Standard for Portable Fire Extinguishers". Locate fire extinguishers where they are most convenient and effective for their intended purpose, but provide not less than one extinguisher on each floor at or near each usable stairwell. Store combustible materials in containers in recognized fire-safe locations.

a. Develop and supervise an overall fire prevention and first aid fire protection program for personnel at the project site.

b. Provide type "A" fire extinguishers for temporary offices and similar spaces where there is minimal danger of electrical or grease-oil-flammable liquid fires.

c. Maintain an adequate safeguard on the site for a period of 30 minutes following the cessation of welding or burning operations, including but not limited to after completion of work at end of shift, lunch breaks and temporary work.

d. Where temporary water outlets are available, provide hoses of sufficient length to reach construction areas. Hang hoses with a warning sign, to the effect that hoses are for fire protection purposes and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

e. At the earliest feasible date in each area of the project, complete installation of the permanent fire protection facility, including connected services, and place into operation and use. Instruct key personnel at the site on how to use facilities which may not be self-explanatory.

E. Temporary Construction and Support Facilities:

1. Field Offices and Sheds: Field office are not provided for the work. Requests for field offices or temporary workspace above and beyond the Staging Area outlined above must be requested and approved by the AOC.

2. Construction Aids: Design, construct, and maintain construction aids and miscellaneous general services and facilities as needed to accommodate performance of the work. Comply with OSHA 29 CFR 1926 (Construction Standards) Subpart L "Scaffolds"; Subpart M "Fall Protection"; Subpart N "Cranes, Derricks, Hoists, Elevators and Conveyors" and other regulations as necessary. Construction aids and miscellaneous general services and facilities include, but are not limited to the following:

a. Provide temporary stairs where ladders are not adequate for performance of work.

b. Provide scaffolds as required for proper execution of the Work. Remove or relocate scaffolds promptly to avoid interference with other trades. Provide stairs for vertical circulation.

c. Provide adequate guardrails and barriers at perimeters of each level of construction as work progresses in accordance with District of Columbia requirements and in conformance with requirements of the Special Conditions.

d. Provide adequate facilities for hoisting materials and employees. Do not permit employees to ride hoists which comply only with requirements for hoisting materials. The Contractor is responsible for selection of type, size and number of facilities. Truck cranes and similar devices used for hoisting are considered as being "tools and equipment" and not temporary facilities.

e. Chutes: Do not permit free dropping of materials, rubbish or debris, but remove by use of material hoist. Locations of all hoists and chutes are subject to approval by the AOC.

1. Protect building from use of hoists and chutes to prevent damage, marring or staining of permanent work. Brace and guy securely and provide safety devices as required by code.

3. Project Signage: No signs, other than safety signs, may be erected on the site unless specifically indicated otherwise.

F. Security and Protection Facilities: Provide and maintain all necessary barricades, lights, and other safeguards for the protection of Members of Congress, Government employees, Contractor's employees and the general public from injury. Protect materials and work on the site, whether incorporated in the work or not, against damage or loss from any cause.

1. Protect all electric, telephone, water, gas, sewer, steam, and other interior utility lines in or around the building to the satisfaction of the AOC, the District of Columbia, and other authorities having jurisdiction. Prior to commencing work which may affect or disturb utilities, consult with the AOC.

2. Provide a reasonably neat and uniform appearance in security and protection facilities acceptable to the AOC.

G. Temporary Controls:

1. Traffic Control: Plan vehicular access methods, locations and timing of deliveries in a manner to minimize interference with street and pedestrian traffic and to conform to District of Columbia regulations. Do not block or obstruct public streets, driveways and walkways adjacent to the site at any time during performance of the work without proper authorization. Do not permit trucks of any kind to use existing sidewalks without prior authorization of the AOC.

2. Collection and Disposal of Wastes: Establish a system for daily collection and disposal of waste materials from construction areas and elsewhere on the site. Enforce requirements strictly. Do not hold collected materials at the site longer than 7 days during normal weather or 3 days when the daily temperature is expected to rise above 80 deg. F (27 deg. C). Handle waste materials that are hazardous, dangerous, or unsanitary separately from other inert waste by containerizing appropriately. Dispose of waste material in a lawful manner.

a. Burying or burning of waste materials on the site will not be permitted.

b. Washing waste materials down sewers or into waterways will not be permitted.

c. Provide rodent proof containers located on each floor level of construction work, to encourage depositing of garbage and similar wastes by construction personnel.

3. Janitorial Services: Provide daily janitorial services for temporary offices and similar areas. Require users of other temporary facilities to help maintain a clean and orderly premises.

4. Dust Control: Construct enclosures, barriers, or guards adequate to prevent dust dispersion into adjacent areas and/or ductwork. During periods of construction activity creating dust conditions treat with dust suppressors to control dust. Dry power brooming will not be permitted. Use vacuuming, wet mopping, wet sweeping or wet power brooming. Air blowing will not be permitted. Use only wet cutting procedures for unit masonry and concrete.

5. Noise Control: Avoid the use of tools and equipment that produce harmful noise. Restrict the use of noise making tools and equipment to hours of use that will minimize noise complaints from persons or firms near the project site.

6. Environmental Protection: Provide general protection facilities, operate temporary facilities, conduct construction activities, and enforce strict discipline for personnel on the site in ways and methods that comply with environmental regulations, and that minimize the possibility that air and waterways might be contaminated or polluted, or that other undesirable effects might result from the performance of work at the site.

H. Installation, Operation, Termination and Removal: Use qualified tradesmen for installation of temporary services and facilities. Locate temporary services and facilities where they will serve the entire project adequately and result in minimum interference with the performance of the Work.

1. Supervision: Limit availability of temporary services and facilities to essential and intended uses to minimize waste and abuse. Do not permit temporary installations to be abused or endangered. Do not allow hazardous, dangerous or unsanitary conditions to develop or persist on the project site.

2. Maintenance: Operate and maintain temporary services and facilities in good operating condition throughout the time of use and until removal is authorized. Protect from damage by freezing temperatures and similar elements.

3. Termination and Removal: Unless the AOC requests that it be maintained for a longer period of time, remove each temporary service and facility promptly when the need for it or a substantial portion of it has ended, or when it has been replaced by the authorized use of a permanent facility, or no later than substantial completion. Repair damaged work, clean exposed surfaces and replace work which cannot be satisfactorily repaired. Contract time includes the time required for final cleanup of premises.

   a. Immediately prior to final acceptance, clean and renovate permanent services and facilities that have been used to provide temporary services and facilities during the construction period.

b. Restoration of Site and Adjacent Areas: Restore the site and the adjacent areas used for staging, traffic, protection and storage of materials to their conditions prior to start of work. This includes, but is not limited to all site improvements, signage, lighting, sprinkler systems, and utilities.

I. Occupational Safety and Health Administration (OSHA)

1. Hot work: Shall be conducted according to OSHA 29 CFR 1910 Subpart Q, "Welding, Cutting, and Brazing", and the requirements of this Section.

2. Hot work: Shall be conducted in conformance with AOC guideline LOC-FP004, “Fire Protection Requirements for Welding, Burning and other Hot Work Practices”.

3. Copper hot work: Brazed and soldered joints for copper tubing shall be in accordance with NFPA 13, Section 3-6.4.

1.8 **PRODUCTS**:

A. General: Refer to clause, "Materials and Workmanship," of the GENERAL CONDITIONS. After execution of the Contract, the Contractor's requests for changes in the products, materials, equipment and methods of construction required by the Contract Documents are considered requests for "contract modifications," and are subject to the requirements specified in Architect of the Capitol, "Official Procedure for Making Changes in Contracts." Revisions to the contract documents, where requested by the AOC are considered as "changes" not substitutions.

B. Quality Assurance: Compatibility of products is a basic requirement of product selection. When the Contractor is given the option of selecting between two or more products for use on the project, the product selected must be compatible with other products previously selected, even if the products previously selected were also Contractor options. The complete compatibility between various choices available to the Contractor is not assured by the various requirements of the Contract Documents, but must be provided by the Contractor. Provide a single product for each required product selection, regardless of whether that product selection is provided by more than one sub-contractor. Do not alter product brands or series for a given product selection during the life of the contract without written approval of the AOC.

1. Source Limitations: To the fullest extent possible and subject to the restrictions of the "Buy American Act," provide products of the same generic kind, from a single source, for each unit of work.

C. Product Delivery, Storage, and Handling: Deliver, store, and handle products in accordance with manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft. Maintain ready access to manufacturer’s Material Safety Data Sheet(s) (MSDS) for each material. Control delivery schedules to minimize long-term storage at the site and to prevent overcrowding of construction spaces, and to ensure minimum holding or storage times for items known or recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration or loss.

1. Deliver products to the site in the manufacturer's sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, ventilating, and installing.

2. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units, and in conformance with manufacturer's instructions.

3. Store heavy materials away from the project structure in a manner that will not endanger the supporting construction.

D. General Product Compliance: Requirements for individual products are indicated in the Contract Documents; compliance with these requirements is in itself a contract requirement. These requirements may be specified in any one of several different specifying methods, or in any combination of these methods.

1. Procedures for Selecting Products: The Contractor's options in selecting products are limited by requirements of the Contract Documents and governing regulations. They are not controlled by industry traditions or procedures experienced by the Contractor on previous construction projects.

a. Performance Specification Requirements: Where the specifications require compliance with indicated performance requirements, provide products that comply with the specific performance requirements indicated, and that are recommended by the manufacturer for the application indicated. The manufacturer's recommendations may be contained in published product literature, or by the manufacturer's individual certification of performance. General overall performance of a product is implied where the product is specified for specific performance.

b. Compliance with Standards, Codes and Regulations: Where the specifications require only compliance with an imposed standard, code or regulation, the Contractor has the option of selecting a product that complies with specification requirements, including the standards, codes and regulations.

c. Visual Matching: Where matching an established sample is required, the final judgement of whether a product proposed by the Contractor matches the sample satisfactorily will be determined by the AOC. Where there is no product that matches the sample satisfactorily and also complies with other specified requirements, comply with the provisions of the contract documents concerning "contract modifications" for the selection of a matching product in another product category, or for non-compliance with specified requirements.

d. Visual Selection: Except as otherwise indicated, where specified product requirements include the phrase "...as selected from the manufacturer's standard colors, patterns, textures..." or similar phrases, the Contractor has the option of selecting the product and manufacturer, provided the selection complies with other specified requirements. The AOC is subsequently responsible for selecting the final color, pattern and texture from the product line selected by the Contractor.

E. General Product Requirements: Provide products that comply with the requirements of the contract documents and that are undamaged and, unless otherwise indicated, unused at the time of installation. Provide products that are complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.

1. Provide products that are essentially the standard catalogued products of manufacturers regularly engaged in production of such products and that are the manufacturer's latest standard design that complies with the specification requirements. Equipment shall essentially duplicate items that have been in satisfactory commercial and industrial use at least two years, or more if otherwise specified, prior to bid opening; or in lieu thereof shall have been used and operated in a test installation which, in the opinion of the AOC, duplicate its field performance for the same period of time. The AOC reserves the right to require the Contractor to submit evidence to this effect for his approval. When two units of the same class of equipment are required, these units shall be the product of a single manufacturer; however, the component parts of the system need not be the products of the same manufacturer.

2. Provide standard, domestically produced products for which the manufacturer has published assurances that the products and its parts are likely to be available to the Government at a later date.

3. Nameplates: Except as otherwise indicated for required labels and operating data, do not permanently attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view either in occupied spaces or on the exterior of the completed project.

F. Installation of Products: Except as otherwise indicated in individual sections of these specifications, comply with the manufacturer's instructions and recommendations for installation of the products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other work. Clean exposed surfaces and protect surfaces as necessary to ensure freedom from damage and deterioration at time of acceptance. Mechanical/Electrical systems shall be arranged and installed to provide ready accessibility and ease of lock/tag application during lockout/tag-out procedures. Layout shall be confirmed prior to installation.

1.9 **PROJECT CLOSEOUT**:

A. Definitions: “Project Closeout” is the term used to describe certain collective project requirements, indicating completion of the work that are to be fulfilled near the end of the Contract Time in preparation for final acceptance and occupancy of the Work by the Government, as well as final payment to the Contractor and the normal termination of the Contract.

1. Time of closeout is directly related to "Final Acceptance." Therefore, the time of closeout may be either a single time period for the entire Work or a series of time periods for individual elements of the Work that have been certified as substantially complete at different dates. This time variation, if any, shall be applicable to the other provisions of this Division.

B. Final Cleaning: Special cleaning requirements for specific units of Work are included in the appropriate sections of Division 2 through 16. General Cleaning during the regular progress of the Work is required by the GENERAL CONDITIONS and is included under Article "Temporary Facilities and Controls".

1. Cleaning: Provide final cleaning of the Work at the time indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of work to the condition expected from a normal, commercial building cleaning and maintenance program. Comply with the manufacturer's instructions for operations.

a. Complete the following cleaning operations before requesting the AOC's inspection for Final Acceptance.

b. Remove labels which are not required as permanent labels.

c. Clean transparent materials to a polished condition. Remove putty and other substances which are noticeable as vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.

d. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of dust, stains, films and similar noticeable distracting substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.

e. Wipe surfaces of mechanical and electrical equipment clean. Remove excess lubrication and other substances.

f. Clean the project site of rubbish, litter and other foreign substances. Sweep paved areas to a broom clean condition; remove stains, spills and other foreign deposits.

2. Compliance: Comply with safety standards and governing regulations for cleaning operations. Remove waste materials from the site and dispose of in a lawful manner.

a. Where extra materials of value remaining after completion of associated work have become the Government's property, salvage or dispose of these materials to the Government's best advantage as directed.

C. Record Document Submittals: Specific requirements for record documents are indicated in the individual sections of these specifications. Other requirements are indicated in the GENERAL CONDITIONS. General submittal requirements are indicated in the various "Submittals" articles of individual sections of the Project Manual.

1. Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the AOC's reference during normal working hours.

2. Record Documents: Maintain a record set of blue or black line white-prints of Contract Drawings and Shop Drawings in a clean, undamaged condition. Mark-up the set of record documents to show the actual installation where the installed work varies substantially from the work as originally shown. Mark whichever drawing is most capable of showing the actual "field" condition ("as-built" condition) fully and accurately; however, where shop drawings are used for mark-up, record a cross-reference at the corresponding location on the working drawings. Give particular attention to concealed work that would be difficult to measure and record at a later date.

    a. Mark record sets with red erasable pencil and, where feasible, use other colors to distinguish between variations in separate categories of work.

    b. Note related change-order numbers where applicable.

    c. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.

    d. Materials and Tools: Refer to individual sections of the Project Manual for required quantities of spare parts, extra and overrun stock, maintenance tools and devices, keys, and similar physical units to be submitted.

D. Maintenance Manuals: Organize operating and maintenance data into suitable sets of manageable size. Bind data into individual binders properly identified and indexed. Bind each set of data in a heavy-duty 2-inch, 3-ring vinyl-covered binder, with pocket folders for folded sheet information. Mark the appropriate identification on both front and spline of each binder.

E. Warranties and Bonds: At Final Completion compile two copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.

    a. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.

    b. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS," the Project title or name, project number, and the name of the Contractor.

2. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

F. General Operating and Maintenance Instructions: Arrange for each installer of operating equipment and other work that requires regular or continuing maintenance, to meet at the site with the Government's personnel to provide necessary basic instruction in the proper operation and maintenance of the entire Work. Where installers are not experienced in the required procedures, include instruction by the manufacturer's representatives. Provide information regarding necessary lockout/tag-out devices for each piece of equipment.

G. Closeout Submittals: Prior to requesting Final Inspection, submit the following:

1. Project Record Documents, properly annotated and in the format required.

2. Copies of Warranties and Bonds.

3. Operation and Maintenance data.

4. All required operating or special tools required in individual sections.

5. All required keys and keying schedules.

H. Prerequisites to Final Acceptance: Complete the following before requesting the AOC's final inspection for certification of final acceptance, and final payment as required by the GENERAL CONDITIONS. List known exceptions, if any, in the request.

1. Submit the final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.

2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.

3. Submit a certified copy of the AOC's final punch-list of itemized work identified to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance and has been endorsed and dated by the AOC.

4. Submit consent of surety.

I. Reinspection Procedures: The AOC will reinspect the Work upon receipt of the Contractor's notice that the work, including punchlist items resulting from earlier inspections, has been completed, except for these items whose completion has been delayed because of circumstances that are acceptable to the AOC.

J. Removal of Protection: Except as otherwise indicated or requested by the AOC, remove temporary protection devices and facilities which were installed during the course of the work to protect previously completed work during the remainder of the construction period.

2.0 DELIVERIES AND STORAGE

A. Materials or equipment delivered to the site shall be stored only in an area designated by the AOC for storage or fabrication work.

B. The Sprinkler Contractor shall limit the quantity of construction material stored on site, including pipe, tubing, fittings and sprinklers, to that necessary for one month of installation work.

C. All equipment delivered and placed in temporary storage shall be housed in a manner to preclude any damage from the weather, humidity and temperature variations, dirt and dust, or other contaminants. Additionally, all pipes shall either be capped or plugged until installed. A visual inspection of all piping interior shall be conducted immediately prior to installation. The visual inspection shall ensure a clean and smooth interior diameter of the pipe, free of dirt, rust or foreign objects.

END OF DIVISION 1

SECTION 01546 - SAFETY AND HEALTH

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK:

A. **General:** This section, general in nature, is applicable to all work performed under this contract and identifies some of the precautions necessary to protect the safety and health of employees, visitors, occupants and contract employees, and to prevent the loss of or damage to property and the environment.

1. Note the Construction Contractor submittal requirements outlined in Part 1 paragraph "Submittals" of this Section.

1.2 REFERENCES:

A. **General:** The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only. Exclusion of any specific regulations/standards required by Federal and/or local codes does not relieve the Contractor of their legal and contractual obligations to adhere to such requirements.

B. **National Standards / Code of Federal Regulations (CFRs):**

1. 29 CFR 1910 - OSHA Occupational Safety and Health Standards.
2. 29 CFR 1926 - OSHA Safety and Health Regulations for Construction.
3. 40 CFR Parts 700-799, Subchapter R - Toxic Substance Control Act (TSCA).
4. 40 CFR Parts 50-99, Air Programs.
5. 40 CFR Parts 260-299, Hazardous Waste Management System (radionuclides).
6. 40 CFR Part 761 - Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions.
7. 40 CFR Parts 104-140 and 401-471, Water Programs.
8. DOT Manual of Uniform Traffic Control Devices.
8. Americans with Disabilities Act (ADA), current with updates.

C. **Related Building and System Codes:**

1. International Building Code (IBC), 2003.
2. International Existing Building Code (IEBC), 2003.
3. Life Safety Code - NFPA 101, 2003.
4. International Electrical Code, 2003; and related NEMA, NECA, and UL Standards.
5. International Mechanical Code, 2003.
6. International Plumbing Code, 2003.

D. **Federal Standard 313A - Material Safety Data Sheets, Preparation and Submission.**

E. **Related** District of Columbia, state, and local regulations shall apply.

1.3 DEFINITION OF HAZARDOUS MATERIALS:

A. **General:** Refer to hazardous and toxic materials/substances, Subparts H and Z of 29 CFR 1910 and related parts of 29 CFR 1926; 40 CFR 261; and to others as defined in Federal Standard 313.

B. **Those hazardous materials** most commonly encountered can include pesticides, cleaning agents, paints, adhesives, strippers, solvents, asbestos, polychlorinated biphenyls (PCB's), mercury vapor lamps, but may include others. Any unlabeled substance should be handled as hazardous material until properly identified.

C. **All suspect asbestos containing materials** (e.g., boiler insulation, duct insulation, pipe insulation), surfacing materials (i.e., plaster and sprayed-on fireproofing) and miscellaneous materials (i.e., asphalt flooring, ceiling tiles, adhesives and mastics, drywall, roofing, gaskets and cement board), must be considered asbestos containing unless proven otherwise in accordance with 29 CFR 1926.1101.

D. **Pre-1978 Surfaces:** All finished/painted surfaces of buildings constructed prior to 1978 shall be considered finished with lead based paint unless proven otherwise.

E. **Products likely to contain PCB's** include electrical transformers, capacitors, voltage regulators, oil switches, and some fluorescent light ballasts. Transformer vaults with PCB contaminated floors are identified by signage at the entry door (refer to Part 3 of this Section, article "Cautionary Procedures at Existing Vaults").

F. **Products likely to include mercury** include fluorescent light tubes, switches, gauges, thermostats, and older thermometers.

1.4 QUALITY ASSURANCE:

A. **Pre-Construction Safety Meeting:** Representatives of the Contractor must meet with the Contracting Officer and his/her representative(s) prior to the start of work under this contract. The purpose of the pre-construction meeting is to review the Contractor's Safety and Health Program and Policies, and to discuss the implementation of all safety and health provisions pertinent to the work to be performed under the contract. The Contractor shall be prepared to discuss, in detail, the measures he/she intends to take in controlling any unsafe or unhealthy conditions associated with the work to be performed under the contract. If directed by the Contracting Officer, this meeting may be held in conjunction with other pre-construction meetings such as the General Pre-Construction meeting. The level of detail of the safety meeting is dependent upon the nature of the work and the potential inherent hazards. The Contractor's principal on-site representative(s), the general superintendent and his/her safety representative(s) shall be in attendance.

B. **Compliance With Regulations:** All work, including contact with the handling of hazardous or regulated materials, the disturbance or dismantling of structures containing hazardous or regulated materials, and/or the transport and disposal of hazardous or regulated materials shall comply with the applicable requirements of 29 CFR 1910/1926, 40 CFR, 49 CFR, and all other applicable federal, state, and local regulations.

C. **Construction Site Lighting:** Lighting intensity levels for construction areas shall meet the minimum requirements established by 29 CFR 1926.56: Illumination, including *Table D-3 - Minimum Illumination Intensities in Foot-Candles.*

D. **Compliance/Conflicts:** All work shall comply with applicable Federal, state and local safety and health requirements. Where there is a conflict between applicable regulations, the most stringent shall take precedence.

E. **Contractor Responsibility:** All Contractors shall assume full responsibility and liability for compliance with applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the Government harmless for any action on his/her part, or that of his/her employees or subcontractors, which results in illness, injury or death. The Contractor shall designate a single point-of-contact who is authorized to act on behalf of the contracting firm, authorized to take immediate corrective actions, and assigned the task of daily inspections and reporting outlined herein. Construction Contractors shall comply with the following additional requirements in accordance with 29 CFR 1926.16 (Prime/Subs):

1. Compliance with the accepted Accident Prevention Plan written by the prime Contractor for the specific work, submitted to the government, and reviewed by the COTR. The Contractor's plan will be job specific and will include work to be performed by the subcontractors, and measures to be taken by the Contractor to control hazards associated with materials, services, or equipment provided by suppliers.
2. Regularly scheduled safety meetings shall be held at least once a week for all supervisors on the project to review past activities, to plan ahead for new or changed operations, and to establish safe working procedures for the anticipated hazards. An outline of each meeting shall be submitted through the COTR to the Contracting Officer.
3. At least one "toolbox" safety meeting shall be conducted weekly by field supervisors or foreman for all workers. An outline report of the meeting, including date, time, duration, attendance, subjects discussed and the name of the director shall be maintained and copies furnished to the designated authority on request.

1.5 SUBMITTALS:

A. **Submittal "Punch-List:"** A submittal punch list for projects involving "other" hazardous materials as identified in the Construction Contractor's Safety and Health Program and Policies (paragraph B, below) and/or other recognized flammable or toxic products identified in the referenced codes/standards.

B. **Contractor's Safety and Health Program and Policies:** Submit a Plan of Action for handling hazardous materials (except for asbestos, lead based paint, PCBs and mercury lamps as they are covered by specific sections) and/or flammable or toxic products. Work shall not commence until the Contractor's safety program has been reviewed by the Architect. The Construction Contractor's Plan of Action shall contain the following:

1. Activity Hazard Analysis and Accident Prevention Plan: Identification of anticipated hazards, problems, and proposed mitigation measures/mechanisms.
2. Description of how applicable safety and health regulations and standards are to be met.
3. Protection of the public or others not related to the operation. Maintain code-compliant

means of egress for project duration.

4. Means of protection for adjacent non-construction areas, permanent and temporary access ways, and occupants and for controlling noise/dust/fumes/debris generated by the work.
5. Contractor Safety Officer: Identify a lead Safety Officer and alternates, including 24-hour contact information for each.
6. Specialized training and experience of employees to be used for the work.
7. Type of protective equipment and work procedures to be used.
8. Material Safety Data Sheets (MSDSs) for, and proposed procedures for using, disposing of, or storing toxic/hazardous materials (also see 29 CFR1910.1200). All management and disposal of wastes shall be in accordance with Federal, states and local regulations.
9. Phasing requirements to minimize impact to non-construction work activities.
10. Emergency procedures for handling accidental spills, releases or potential exposures.
11. Interfacing of trades and control of subcontractors, if applicable.
12. Identification of any required analyses, test demonstrations, and validation requirements.
13. Hazard Communications Plan.
14. Trenching and Shoring Plan.
15. Confined Spaces employee certifications and related work procedures.
16. Multi-Employer Worksite Plan.
17. Demolition plans outlining protective measures and responsibilities required under 29 CFR 1926, Subpart T.

C. **Accident Reporting:** Serious accidents such as those resulting in: treatment of an injury at a medical facility; response by emergency medical personnel; or damage to property other than that of the Contractor will be reported to the contracting officer's representative by telephone within twenty-four hours of the occurrence. A copy of each accident report, which the Contractor or subcontractors submit to their insurance carriers, shall be forwarded through the Contracting Officer's Technical Representative (COTR) to the Contracting Officer (CO) as soon as possible (in no event later than seven (7) calendar days after the occurrence). All accidents/losses shall be reported using AOC "Incident Investigation Report" (from AOC Safety Policy 9-4, available from the COTR) or other form that meets OSHA Standards, as required. Any incident involving fatality or permanent total disability, or property damage to the Government or other property amounting to $100,000 or more requires immediate notification of the AOC Safety and Occupational Health Branch (SOHB).

D. **MSDSs:** The Contractor shall provide copies of each MSDS, in accordance with 29 CFR 1910.1200 - *App E* and with AOC 52.223-1. One copy shall be provided to the COTR per Division 1 submittal requirements, and a second copy shall be kept in an MSDS binder on the job site.

E. **Waste Disposal:** The Contractor shall dispose of all wastes and provide all paperwork, including but not limited to, manifests and disposal certifications, in accordance with all federal, state, and local regulations. Asbestos waste shall be accompanied by an Asbestos Shipment Record. The AOC shall sign manifests, certifications, and shipping records for lead, asbestos, and PCB wastes generated from this contract.

F. **Hot Work Permits:** When coordinating with the AOC's jurisdiction Superintendent for hot work, submit AOC designated "Hot Work Permit" (from AOC Safety Policy 10-14, available from the COTR) or other form that meets OSHA Standards, as required.

G. **Worker Certifications:** The Contractor shall provide copies of all worker certifications for handling Hazardous Materials, Working in Confined Spaces, and other certifications required by OSHA, EPA, and local regulatory agencies (not required by other technical sections in the Project Manual).

H. **Scaffolding:** All scaffolding that is erected on this job will be erected in accordance with the requirements of 29 CFR 1926, Subpart L -- *Scaffolds*. Per OSHA Standards, a scaffold erection plan will be developed by the Contractor, certified by an engineer (licensed in the District of Columba, Virginia, or Maryland) and provided to the CO prior to set up. Once in place, the Contractor's assigned safety officer shall inspect and document the conditions of the scaffold and scaffold anchor points prior to use, and once per shift thereafter. Any observed failures in the scaffold shall render it unusable until the condition is rectified and re-inspected. Weekly scaffold inspection reports shall be provided to the designated COTR for inclusion in the contract records.

1. **Other Means of Access:** Should the Contractor employ other means of access to the work area, they shall be utilized in accordance with the requirements of 29 CFR 1926, Subpart N -- *Cranes, Derricks, Hoists, Elevators, and Conveyors*. The Contractor shall submit a plan for use of such equipment, fully coordinated with any other plans for site facilities (i.e., scaffolding, staging, etc.).
2. **Scaffolding constructed** by the Contractor for use by AOC employees shall also comply with 29 CFR 1910.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT:

A. **Special facilities**, devices, equipment, clothing, and similar items used by the Contractor in the execution of work shall comply with all applicable regulations. Such materials and equipment shall be identified in the Plan of Action called for herein.

2.2 MATERIAL SAFETY DATA SHEETS (MSDSs):

A. **MSDSs** shall be available on-site for all products used under this contract. The prime contractor is responsible for meeting the hazard communication requirements, in accordance with 29 CFR 1910.1200. To the extent feasible, non-flammable and non-toxic products shall be used.

PART 3 - EXECUTION

3.1 CAUTIONARY PROCEDURES AT EXISTING VAULTS:

A. **General:** Transformer vaults may have floors which are PCB contaminated. These vaults are generally marked by blue signs, which identify the vault as PCB-contaminated; assure all vaults are marked with blue signs prior to proceeding with Work. On rare occasions, vault doors in existing buildings may be equipped with protective alarms and devices. Consult the AOC COTR

to ascertain whether vault doors in areas under this contract are so equipped and have proper approved signage systems.

3.2 **HAZARDOUS MATERIALS:**

A. **General:** The Contractor shall bring to the COTR's attention, any material suspected of being hazardous which he/she encounters during execution of the work. The COTR shall then determine whether the Contractor shall perform tests to determine the nature or toxicity of the material. If the COTR directs the Contractor to perform tests, and/or if the material is found to be hazardous and additional protective measures are needed, a change to the contract may be required (subject to the "AOC Official Procedure for Making Changes to Contracts"). Persons conducting sampling testing and laboratories processing samples shall be certified.

3.3 **CONFINED SPACES:**

A. **Confined Spaces:** It is the responsibility of the AOC to identify and demarcate all known confined spaces within our facilities. It is the Contractor's responsibility to notify and coordinate with the Superintendent's Office when confined space work is to be done, obtain permission from this office to enter the space, conduct all required testing of space prior to entry, and complete an entry permit as required by OSHA regulations and the Confined Space Program previously submitted to the AOC COTR for the project.

3.4 **PROTECTION:**

A. **Contractor Responsibility:** The Contractor shall take all necessary precautions to prevent injury to the public, building occupants and visitors, and damage to or contamination of property or the environment. For the purposes of this contract, the public or building occupants shall include all persons not employed by the Contractor or subcontractor thereof.

B. **Welding, Cutting, and Brazing:** The AOC specifically requires a permit for welding, cutting, and brazing. This AOC "Hot Work Permit" shall be approved each day by the AOC Superintendent's Safety Specialist, or his/her designee, and coordinated through the Superintendent's Office whenever welding, cutting or any open flame work is performed. Work areas shall be kept clear of combustibles within a 35-foot radius of any hot work. Combustibles which cannot be removed shall be covered with flame-resistant blankets. Compressed gas cylinders shall be secured in a vertical position and stored in accordance with Compressed Gas Association (GSA) Guidelines at all times. Valve protection caps shall be in place whenever cylinders are not in use, moved or stored. Appropriate fire extinguishers shall be maintained at welding and cutting operations. A designated fire watch shall sign and return the permit. The fire watch shall be on duty during operations and for a minimum of 30 minutes after completion of welding or cutting operations to ensure no possibility of fire exists.

1. Provide adequate ventilation to protect employees from fume or gas exposure.
2. During arc welding activities erect screens to shield activities.

C. **Storage:** It is prohibited to store, position, or use equipment, tools, materials, scraps, and trash in a manner likely to present a hazard to the public or building occupants by its accidental shifting, ignition, or other hazardous qualities. Storing of combustible or flammable liquids

shall be in accordance with the current edition of the National Fire Code for Flammable and Combustible Materials (NFPA 30). Compressed gases shall be stored in accordance with Compressed Gas Association (CGA) guidelines.

D. **Obstructions:** No corridor, aisle, stairway, door, or exit shall be obstructed or used in such a manner as to encroach upon routes of ingress or egress utilized by the public or building occupants, or to present an unsafe or unhealthy condition to the public or building occupants.

E. **Housekeeping:** Housekeeping practices shall be in conformance with OSHA 29 CFR 1910.22, 29 CFR 1910.141, 29 CFR 1910.1001, 29 CFR 1910.1025, 29 CFR 1926.25, 29 CFR 1926.62, and 29 CFR 1926.1101, for non-construction and construction contracts respectively.

F. **Protection of the Public and Federal Employees:** Work shall not be performed in any area occupied by the public or Federal employees unless the Contractor takes adequate steps for the protection of the public and Federal employees, and work is specifically permitted by the contract/COTR/jurisdiction Superintendent. Comply with requirements of ANSI A10.34.2001.

G. **Electrical Systems:** In addition to complying with the referenced standards in this Section, refer to Division 1 requirements for "Temporary Facilities and Controls." Provide compliant electrical supply, overload/ground fault protection, lighting, and signage/notification systems. Ensure that arrangements and installations accommodate the Architect's lockout/tagout procedures.

H. **Mechanical Systems:** Mechanical systems and equipment, and the components thereof, will be arranged and installed to provide ready accessibility and ease of lock/tag application during lockout/tagout procedures for AOC employees, post construction.

I. **Fences & Barricades:** The work area shall be fenced, barricaded, or otherwise segregated from the public or building occupants to prevent unauthorized entry into the work area. Fence elements shall be installed in such a manner as to overcome the negative or hazardous effects of wind and weather typical to the region. The use of barbed wire is prohibited unless requested in writing by the Architect.

J. **Pedestrian Access Ways:** All interior and exterior paths of travel established for pedestrian circulation within and around a construction site shall meet the requirements of 28 CFR Part 36 (*ADAAG*), Appendix A (Standards for Accessible Design), Articles 4.3 through 4.5; when a path is changed to accommodate work, the Contractor shall also provide directional signage in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), 2003. All paths shall be maintained clear and level, without obstruction. Any proposed exceptions to these requirement must be approved in writing by the Architect prior to construction.

1. **Lighting:** All interior/exterior access ways, both permanent and temporary, shall be provided with a uniform minimum lighting level of 3 footcandles (fc) at the walking surface, in accordance with 29 CFR 1926.56(a), Table D-3 - *Minimum Illumination Intensities in Foot-Candles.*

K. **Alternate Precautions:** When the nature of the work prevents isolation of the work area and the public or building occupants may be in or pass through, under or over the work area,

alternate precautions such as the posting of signs, warning lights, the use of signal persons, the erection of barricades or similar controls around particularly hazardous operations shall be approved and used.

L. **Work Over Thoroughfares:** When work is to be performed over a public thoroughfare such as a sidewalk, lobby, or corridor, the thoroughfare shall be closed, if possible, or other precautions taken such as the installation of screens or barricades. When exposure to falling objects exists, as during the erection of building walls or during demolition, special protection of the type detailed in 29 CFR 1910/1926 shall be provided.

M. **Temporary Construction Barriers:** Temporary construction barriers, partitions which cover a hole in a rated fire wall, protect occupants from noise or vibration, or separate the construction from public access and exit corridors shall be erected floor-to-ceiling, wall-to-wall, and shall remain in place for the duration of the contract. The minimum construction standards for these temporary barriers shall be metal studs, anchored top and bottom at a maximum spacing of 16 inches (406 mm) on-center, and covered with a minimum of one layer of ½-inch gypsum wallboard.

N. **Dust and Fume Control Measures:** Work performed adjacent to occupied areas shall be done within dust control barriers (generally constructed of polyethylene sheeting or other barriers as approved by the Architect). To the extent feasible, maintain the work environment at a negative pressure differential with the adjoining occupied areas. The use of fume and odor producing products and materials shall be done in such a manner, or at such a time as to minimize impact on building occupants. Provide measures to minimize migration of dust, fumes, gases, and similar affects into the adjacent areas. Ensure that adequate ventilation is provided to work areas in conformance with OSHA regulations.

O. **Roof Work:** During the performance of roofing work, employees will be protected as required by the OSHA standards contained in 29 CFR 1926 - subpart M “Fall Protection.”

P. **Removal of Fences and Barricades:** Fences and barricades shall be removed upon completion of the project, in accordance with local ordinance and to the satisfaction of the Contracting Officer or his/her representative(s).

Q. **Completion of Work:** Do not create or leave hazards unabated (e.g., open or absent electrical panels, unmarked circuit breakers/fuses, faceplates missing from receptacles, open maholes, un-barricaded trenches/excavations, etc.).

END OF SECTION 01546

SECTION 01731 - CUTTING, DRILLING, CORING, AND PATCHING

PART 1-GENERAL

1.1 RELATED DOCUMENTS

A. General provisions of the Contract, including General and Supplementary Conditions and Division 1, "General Requirements" of the Specification, apply to this Section.

B. Division 7, Section 07841 - Through Penetration Firestop Systems.

C. Division 13, Section 13851 - Conventional Fire Alarm System

D. Division 15, Section 15330 - Wet-Pipe Sprinkler Systems

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for cutting, drilling, coring and patching.

B. Refer to other Sections for specific requirements and limitations applicable to cutting, drilling, coring, and patching individual parts of the Work.

C. Site Conditions:

1. Historic Building Materials:

It shall be **emphasized** that the work being performed is in a historic building constructed of archaic materials. The Contractor shall perform the work in a manner sensitive to the historic construction in a way that minimizes the impact on the historic fabric of the building to the greatest extent possible. Where cutting and patching of, or the attachment of system equipment to, historic materials is required, the Contractor shall maintain the integrity of the historic materials wherever possible, and shall follow the requirements specified in this Specification. If damage to historic materials cannot be avoided as part of the work, the Contractor shall obtain permission of the AOC **before** performing the work and provide comparable replacement construction materials to the satisfaction of AOC. **All work on historic materials requires AOC approval before final acceptance of the work will be issued.**

D. Approval by the AOC to proceed with cutting, drilling, coring, and patching does not waive the AOC's right to later require complete removal and replacement of a part of the Work found to be unsatisfactory.

1.3 DEFINITIONS

A. Cutting: The removal of existing construction necessary to permit the installation or performance of other Work.

B. Coring: Removal of a cylindrical shaped portion of construction by the use of a wet or dry core drill machine.

C. Drilling: To make a hole in a hard material with a drill.

D. Patching: The fitting and repair work required to restore surfaces to original or existing conditions after installation of other Work.

1.4 SUBMITTALS

A. Cutting, Drilling, Coring, and Patching Procedures Plan: Approval of procedures for cutting, drilling, coring, and patching is required before proceeding. Submit a proposal describing procedures at least 14 days in advance of the time cutting, drilling, coring, and patching will be performed and request approval to proceed. Include the following information, as applicable, in the proposal:

1. Describe the extent of cutting, drilling, coring, and patching required and proposed methods for each type of substrate. Approval by the AOC and a representative from the mason shop shall be obtained for each instance of cutting, coring, and drilling before beginning work.

2. Description of the anticipated results in terms of changes to existing construction. Include changes to structural elements and operating components as well as changes in appearance and other significant visual elements.

3. Disclose if water will be used to aide the cutting, coring or drilling process. Describe measures taken to ensure that water damage will not result from the coring, cutting or drilling process.

4. List products and equipment to be used and firms or entities that will perform Work. Indicate compatibility and cohesion characteristics of patching compounds with adjacent materials.

5. Describe methods to be used to control dust.

6. Indicate dates and times when cutting, drilling, coring, and patching is to be performed.

7. List utilities that will be disturbed or affected, including those that will be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.

8. Where cutting, drilling, coring, and patching involves addition of reinforcement to structural elements, submit details and engineering calculations to show how reinforcement is integrated with the existing structure.

B. Samples: Provide cutting, drilling, coring, and patching samples for the following items within 14 calendar days after notice to proceed in order that special reviews and coordination can be arranged with the AOC:

1. Plaster on masonry.

2. Plaster on Lath (Lath & Plaster).

3. Painted surfaces (color matching, standard finishes).

C. Mock-Ups: For initial installations of areas of work designated below, provide cutting, drilling, coring, and patching mock-ups of methods and techniques to be employed and results to be achieved to serve as standards of quality for succeeding work. Cutting refers to cutting, drilling, or any means of penetration of wall or ceiling surface and substrate for insertion of anchors for hangers of for installation of pendent sprinkler and escutcheon. Provide a minimum of 48 hours notice to the AOC prior to performing mock-up work in order that the AOC may observe installation of:

1. Plaster on masonry.

2. Plaster on lath.

3. Removal of any architectural or decorative feature.

For instances where a mock-up is not possible due to the type of assembly to be worked on or if the construction features behind a surface are unknown, the contractor shall consult with the AOC and the mason shop prior to initiating work. Contractor shall propose a trial method to complete the work. The AOC and the mason shop must approve of the approach and approve a location for trial of the approach. The trial must be witnessed and approved of by the AOC and the mason shop before the Contractor proceeds to complete the work in other locations typical to the trial.

1.5 QUALITY ASSURANCE

A. Requirements for Structural Work: Do not cut, drill, core or patch structural elements in a manner that would reduce their load-carrying capacity or load-deflection ratio.

1. Obtain approval of the cutting, drilling, coring, and patching procedures before cutting, drilling, coring, and patching the following structural elements:

a. Foundation construction.
b. Bearing walls.
c. Structural concrete.
d. Structural steel.
e. Structural deck.
f. Lintels.
g. Miscellaneous structural metals.
h. Stairs.
I. Equipment supports.
j. Piping, ductwork, vessels and equipment.
k. Structural systems of other construction.

B. Operational and Safety Limitations: Do not cut, drill, core or patch operating elements or safety related components in a manner that would result in reduced capacity to perform as intended, or result in increased maintenance, or decreased operational life or safety.

1. Obtain approval of the cutting, drilling, coring, and patching procedures before cutting, drilling, coring, and patching the following operating elements or safety related systems:

a. Primary operational systems and equipment.
b. Air or smoke barriers.
c. Water, moisture, or vapor barriers.
d. Membranes and flashings.
e. Fire protection systems.
f. Noise and vibration control elements and systems.
g. Control systems.
h. Communication systems.
I. Electrical wiring systems.
j. Conveying systems.
k. Operating systems of other construction.

C. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the AOC's opinion, reduce the building's aesthetic qualities, or result in visual evidence of cutting, drilling, coring, and patching. Remove and replace Work cut, drilled, cored or patched in a visually unsatisfactory manner.

1. Retain the original installer or fabricator to cut and patch exposed work if the original installer or fabricator is identified in the Contract Documents or is known to the Contractor and is available for the work.

2. If it is not possible to engage the original installer or fabricator, engage a Specialist who is specifically experienced in the work.

3. The cutting, drilling, coring, and patching procedures plan shall include but not necessarily be limited to work required at the following visual elements.

a. Stonework and masonry.
b. Painted plaster and lathe.
c. Ornamental metal.
d. Matched-veneer woodwork.
e. Preformed metal panels.
f. Firestopping.
g. Stucco, ornamental and flat plaster.
h. Carpeting.
I. Wall covering.
j. Mechanical system enclosures, cabinets, or covers.

D. Dust Control: Comply with requirements for control of dust and dirt as included in Division 1 Section “TEMPORARY FACILITIES AND CONTROLS.”

1.6 **EXISTING WARRANTIES**

A Replace, patch, and repair material and surfaces cut or damaged by methods and with materials in such a manner as not to void any existing warranties.

PART 2 - PRODUCTS

2.1 **MATERIALS**

A. General: Comply with requirements specified in other sections of the Contract Documents, the Project Manual, or as indicated on the drawings.

B. Use materials that are identical to existing materials. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 - EXECUTION

3.1 **INSPECTION**

A. Before cutting, drilling or coring existing surfaces, examine surfaces and conditions under which work is to be performed. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding. Notify the AOC if hazardous materials are encountered and do not proceed with work until hazardous conditions are abated.

1. Before proceeding, meet at the site with parties involved in cutting, drilling, coring, and patching, including mason shop representative and AOC. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

2. Painted Surfaces: Prior to removing/disturbing any existing painted surface, the Contractor shall notify the AOC so that it can be tested for lead based paint. If lead based paint is found, it will be removed by the AOC as per the Specification requirements.

3.2 **PREPARATION**

A. Temporary Support: Provide temporary support of Work to be cut, if needed.

B. Protection: Protect existing construction during cutting, drilling, coring, and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting, drilling, coring, and patching operations.

1. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

2. Take all precautions necessary to avoid cutting existing pipe, conduit or ductwork serving the building, but scheduled to be removed or relocated until provisions have been made to bypass them.

3.3 PERFORMANCE

A. General: Employ skilled workmen to perform cutting, drilling, coring, and patching. Proceed with cutting, drilling, coring, and patching at the earliest feasible time and complete without delay.

1. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.

B. Cutting, Drilling and Coring: Cut/drill/core existing construction using methods least likely to damage elements to be retained or adjoining construction. Where possible review proposed procedures with the original installer and comply with the original installer's recommendations.

1. In general, where cutting/drilling/coring is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut/drill/core holes and slots neatly to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

2. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.

3. Cut through concrete and masonry using a cutting machine such as a Carborundum saw or diamond core drill.

4. Equipment used to drill holes shall be standard masonry drills commonly used for drilling small holes in concrete using rotary mode only. Hammer drills are prohibited.

C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.

1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.

2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

3. Where removal of walls or partitions extends from one finished area into another, patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color texture and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary to achieve uniform finish.

a. Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken area containing the patch, after the patched area has received primer

and second coat.

4. Patch, repair or rehang existing ceilings as necessary to provide an even plane surface of uniform appearance.

D. Plaster Installation: Comply with manufacturer's instructions and install thickness and coats as indicated. Unless otherwise indicated:

1. Provide 3-coat system.

2. Finish gypsum plaster with smooth-troweled finish. Sand lightly to remove trowel marks and arises.

3. Cut, patch, point-up and repair plaster to accommodate other construction and to restore cracks, dents and imperfections.

E. Perform cutting, drilling, coring, and patching work as described in Division 1 Section "PROJECT COORDINATION."

3.4 CLEANING

A. Thoroughly clean areas and spaces where cutting, drilling, coring, and patching is performed or used as access. Remove completely paint, mortar, oils, putty and items of similar nature.

B. Vacuum all areas affected by the cutting, drilling, coring and patching immediately following completion of work in each area. Verify that all areas have been cleaned at the end of each workday. Re-clean if needed.

C. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied.

END OF SECTION 01731

SECTION 07841 - THROUGH-PENETRATION FIRESTOP SYSTEMS

PART 1-GENERAL

1.1 RELATED DOCUMENTS

A. General provisions of the Contract, including General and Supplementary Conditions and Division 1, "General Requirements" of the Specification, apply to this Section.

B. Division 7, Section 01731 - Cutting, Drilling, Coring, and Patching

C. Division 13, Section 13851 - Conventional Fire Alarm System

D. Division 15, Section 15330 - Wet-Pipe Sprinkler Systems

1.2 SUMMARY

A. This Section includes through-penetration firestop systems for penetrations through the following fire-resistance-rated assemblies, including both empty openings and openings containing penetrating items:

1. Floors.

2. Roofs.

3. Walls and partitions.

4. Construction enclosing compartmentalized areas.

B. Refer to other Sections for specific requirements and limitations applicable to use and application of through penetration firestop systems.

1.3 PERFORMANCE REQUIREMENTS

A. General: For the following constructions, provide through-penetration firestop systems that are produced and installed to resist spread of fire according to requirements indicated, resist passage of smoke and other gases, and maintain original fire-resistance rating of assembly penetrated.

1. Fire resistance rated loadbearing walls, including partitions, with fire protection rated openings.

2. Fire resistance rated nonloadbearing walls, including partitions, with fire protection rated openings.

3. Fire resistance rated floor assemblies.

4. Fire resistance rated roof assemblies.

B. F-Rated Systems: Provide through-penetration firestop systems with F-ratings indicated, as determined per ASTM E 814, but not less than that equaling or exceeding fire resistance rating of constructions penetrated.

C. T-Rated Systems: For the following conditions, provide through-penetration firestop systems with T-ratings indicated, as well as F-ratings, as determined per ASTM E 814, where systems protect penetrating items exposed to potential contact with adjacent materials in occupiable floor areas:

1. Penetrations located outside wall cavities.

2. Penetrations located outside fire-resistive shaft enclosures.

3. Penetrations located in construction containing fire-protection-rated openings.

4. Penetrating items larger than 4-in. (100 mm) diameter nominal pipe or 16 sq-in. (100 sq.-cm) in overall cross-sectional area.

D. For through-penetration firestop systems exposed to view, traffic, moisture, and physical damage, provide products that after curing do not deteriorate when exposed to these conditions both during and after construction.

1. For piping penetrations for plumbing and wet-pipe sprinkler systems, provide moisture-resistant through-penetration firestop systems.

2. For floor penetrations with annular spaces exceeding 4 inches (100 mm) in width and exposed to possible loading and traffic, provide firestop systems capable of supporting floor loads involved either by installing floor plates or by other means.

3. For penetrations involving insulated piping, provide through-penetration firestop systems not requiring removal of insulation.

E. For through-penetration firestop systems exposed to view, provide products with flame-spread ratings of less than 25 and smoke-developed ratings of less than 450, as determined per ASTM E 84.

F. Site Conditions:

1. Historic Building Materials:

It shall be **emphasized** that the work being performed is in a historic building constructed of archaic materials. The Contractor shall perform the work in a manner sensitive to the historic construction in a way that minimizes the impact on the historic fabric of the building to the greatest extent possible. Where cutting and patching of historic materials is required, the Contractor shall maintain the integrity of the historic materials wherever possible, and shall follow the requirements specified in Section 01731 of this Specification. If damage to historic materials cannot be avoided as part of the work, the Contractor shall

obtain permission of the AOC **before** performing the work and provide comparable replacement construction materials to the satisfaction of AOC. **All work on historic materials requires AOC approval before final acceptance of the work will be issued.**

1.4 SUBMITTALS

A. Product Data: For each type of through-penetration firestop system product indicated.

B. Shop Drawings: For each through-penetration firestop system, show each kind of construction condition penetrated, relationships to adjoining construction, and kind of penetrating item. Include firestop design designation of a national testing laboratory acceptable to AOC that evidences compliance with requirements for each condition indicated.

1. Submit documentation, including illustrations, from a qualified national testing laboratory that is applicable to each through-penetration firestop system configuration for construction and penetrating items.

2. Where Project conditions require modification of qualified national laboratory's illustration to suit a particular through-penetration firestop condition, submit illustration, with modifications marked, approved by through-penetration firestop system manufacturer's fire protection engineer.

C. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

D. Product Certificates: Signed by manufacturers of through-penetration firestop system products certifying that products furnished comply with requirements.

E. Product Test Reports: From a qualified national testing laboratory indicating that the through-penetration firestop system complies with requirements, based on comprehensive testing of current products.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who is qualified by having the necessary experience, staff, and training to install manufacturer's products per specified requirements. A manufacturer's willingness to sell its through-penetration firestop system products to Contractor or to an installer engaged by Contractor does not in itself confer qualification on buyer.

B. Source Limitations: Obtain through-penetration firestop systems, for each kind of penetration and construction condition indicated, from a single manufacturer.

C. Fire-Test-Response Characteristics: Provide through-penetration firestop systems that comply with the following requirements and those specified in "Performance Requirements" Article (Section 1.3):

1. Firestopping tests must be performed by a qualified national testing laboratory acceptable to AOC (e.g., UL, FM).

2. Through-penetration firestop systems are identical to those tested per ASTM E 814. Provide rated systems complying with the following requirements:

   a. Through-penetration firestop system products bear classification marking of the qualified national testing laboratory.

   b. Through-penetration firestop systems correspond to those indicated by reference to the listing/approval directories of the national testing laboratory.

D. Pre-installation Conference: Conduct conference at Project site to comply with requirements specified in Division 1, Section "Project Meetings."

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver through-penetration firestop system products to Project site in original, unopened containers or packages with intact and legible manufacturers' labels identifying product and manufacturer; date of manufacture; lot number; shelf life, if applicable; qualified testing and inspecting agency's classification marking applicable to Project; curing time; and mixing instructions for multicomponent materials.

B. Store and handle materials for through-penetration firestop systems to prevent their deterioration or damage due to moisture, temperature changes, contaminants, or other causes.

1.7 PROJECT CONDITIONS

A. Environmental Limitations: Do not install through-penetration firestop systems when ambient or substrate temperatures are outside limits permitted by through-penetration firestop system manufacturers or when substrates are wet due to rain, frost, condensation, or other causes.

B. Ventilate through-penetration firestop systems per manufacturer's written instructions by natural means or, where this is inadequate, forced-air circulation.

1.8 COORDINATION

A. Coordinate construction of openings and penetrating items to ensure that through-penetration firestop systems are installed according to specified requirements.

B. Coordinate sizing of sleeves, openings, core-drilled holes, or cut openings to accommodate through-penetration firestop systems.

C. Notify AOC at least seven (7) days in advance of through-penetration firestop system installations; confirm dates and times on days preceding each series of installations.

D. Do not cover up through-penetration firestop system installations that will become concealed behind other construction until AOC has examined each installation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Products: Subject to compliance with AOC requirements, through-penetration firestop systems that may be incorporated into the Work include, but are not limited to, those systems indicated that are available from the following manufacturers:

1. A/D Fire Protection Systems Inc.
2. DAP Inc.
3. Firestop Systems Inc.
4. Hilti Construction Chemicals, Inc.
5. Instant Firestop Mfg. Inc.
6. International Protective Coatings Corp.
7. Isolatek International.
8. Nelson Firestop Products.
9. NUCO Industries.
10. RectorSeal Corporation (The).
11. Specified Technologies Inc.
12. 3M Fire Protection Products.
13. Tremco.
14. United States Gypsum Company.

2.2 FIRESTOPPING, GENERAL

A. Compatibility: Provide through-penetration firestop systems that are compatible with one another, with the substrates forming openings, and with the items, if any, penetrating through-penetration firestop systems, under conditions of service and application, as demonstrated by through-penetration firestop system manufacturer based on testing and field experience.

B. Accessories: Provide components for each through-penetration firestop system that are needed to install fill materials and to comply with "Performance Requirements" Article. Use only components specified by through-penetration firestop system manufacturer and approved by the qualified testing and inspecting agency for firestop systems indicated. Accessories include, but

are not limited to, the following items:

1. Permanent forming/damming/backing materials, including the following:

   a. Slag-/rock-wool-fiber insulation

   b. Sealants used in combination with other forming/damming/backing materials to prevent leakage of fill materials in liquid state

   c. Fire-rated form board

   d. Fillers for sealants

2. Temporary forming materials

3. Substrate primers

4. Collars

5. Steel sleeves

2.3 FILL MATERIALS

A. General: Provide through-penetration firestop systems containing the types of fill materials according to the listed assembly used. Fill materials are those referred to in directories of the referenced national testing laboratories fill, void, or cavity materials.

B. Cast-in-Place Firestop Devices: Factory-assembled devices for use in cast-in-place concrete floors and consisting of an outer metallic sleeve lined with an intumescent strip, a radial extended flange attached to one end of the sleeve for fastening to concrete form work, and a neoprene gasket.

C. Latex Sealants: Single-component latex formulations that after cure do not re-emulsify during exposure to moisture.

D. Firestop Devices: Factory-assembled collars formed from galvanized steel and lined with intumescent material sized to fit specific diameter of penetrant.

E. Intumescent Composite Sheets: Rigid panels consisting of aluminum-foil-faced elastomeric sheet bonded to galvanized steel sheet.

F. Intumescent Putties: Nonhardening dielectric, water-resistant putties containing no solvents, inorganic fibers, or silicone compounds.

G. Intumescent Wrap Strips: Single-component intumescent elastomeric sheets with aluminum foil on one side.

H. Mortars: Prepackaged, dry mixes consisting of a blend of inorganic binders, hydraulic cement,

fillers, and lightweight aggregate formulated for mixing with water at Project site to form a nonshrinking, homogeneous mortar.

I. Pillows/Bags: Reusable, heat-expanding pillows/bags consisting of glass-fiber cloth cases filled with a combination of mineral-fiber, water-insoluble expansion agents and fire-retardant additives.

J. Silicone Foams: Multicomponent, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam.

K. Silicone Sealants: Moisture-curing, single-component, silicone-based, neutral-curing elastomeric sealants of grade indicated below:

1. Grade: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces and non-sag formulation for openings in vertical and other surfaces requiring a non-slumping, gunnable sealant, unless indicated firestop system limits use to non-sag grade for both opening conditions.

2.4 MIXING

A. For those products requiring mixing before application, comply with through-penetration firestop system manufacturer's written instructions for accurate proportioning of materials, water (if required), type of mixing equipment, selection of mixer speeds, mixing containers, mixing time, and other items or procedures needed to produce products of uniform quality with optimum performance characteristics for application indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Installer present, for compliance with requirements for opening configurations, penetrating items, substrates, and other conditions affecting performance.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning: Clean out openings immediately before installing through-penetration firestop systems to comply with written recommendations of firestop system manufacturer and the following requirements:

1. Remove from surfaces of opening substrates and from penetrating items foreign materials that could interfere with adhesion of through-penetration firestop systems.

2. Clean opening substrates and penetrating items to produce clean, sound surfaces capable of developing optimum bond with through-penetration firestop systems. Remove loose

particles remaining from cleaning operation.

3. Remove laitance and form-release agents from concrete.

B. Priming: Prime substrates where recommended in writing by through-penetration firestop system manufacturer using that manufacturer's recommended products and methods. Confine primers to areas of bond; do not allow spillage and migration onto exposed surfaces.

C. Masking Tape: Use masking tape to prevent through-penetration firestop systems from contacting adjoining surfaces that will remain exposed on completion of Work and that would otherwise be permanently stained or damaged by such contact or by cleaning methods used to remove smears from firestop system materials. Remove tape as soon as possible without disturbing firestop system's seal with substrates.

3.3 THROUGH-PENETRATION FIRESTOP SYSTEM INSTALLATION

A. General: Install through-penetration firestop systems to comply with "Performance Requirements" Article and firestop system manufacturer's written installation instructions and published drawings for products and applications indicated.

B. Install forming/damming/backing materials and other accessories of types required to support fill materials during their application and in the position needed to produce cross-sectional shapes and depths required to achieve fire ratings indicated.

1. After installing fill materials, remove combustible forming materials and other accessories not indicated as permanent components of firestop systems.

C. Install fill materials for firestop systems by proven techniques to produce the following results:

1. Fill voids and cavities formed by openings, forming materials, accessories, and penetrating items as required to achieve fire-resistance ratings indicated.

2. Apply materials so they contact and adhere to substrates formed by openings and penetrating items.

3. For fill materials that will remain exposed after completing Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

3.4 FIELD QUALITY CONTROL

A. Inspecting Agency: AOC will engage a qualified independent inspecting agency to inspect through-penetration firestop systems and to prepare test reports.

1. Inspecting agency will state in each report whether inspected through-penetration firestop systems comply with or deviate from requirements.

B. Proceed with enclosing through-penetration firestop systems with other construction only after inspection reports are issued.

C. Where deficiencies are found, repair or replace through-penetration firestop systems so they comply with requirements.

3.5 IDENTIFICATION

A. Identify through-penetration firestop systems with pressure-sensitive, self-adhesive, preprinted vinyl labels. Attach labels permanently to surfaces of penetrated construction on both sides of each firestop system installation where labels will be visible to anyone seeking to remove penetrating items or firestop systems. Include the following information on labels:

1. The words: "Warning--Through-Penetration Firestop System--Do Not Disturb. Notify AOC of Any Damage."

2. Contractor's name, address, and phone number.

3. Through-penetration firestop system designation of applicable testing and inspecting agency.

4. Date of installation.

5. Through-penetration firestop system manufacturer's name.

6. Installer's name.

3.6 CLEANING AND PROTECTION

A. Clean off excess fill materials adjacent to openings as Work progresses by methods and with cleaning materials that are approved in writing by through-penetration firestop system manufacturers and that do not damage materials in which openings occur.

B. Provide final protection and maintain conditions during and after installation that ensure through-penetration firestop systems are without damage or deterioration at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated through-penetration firestop systems immediately and install new materials to produce through-penetration firestop systems complying with specified requirements.

END OF SECTION 07841

SECTION 13851 - CONVENTIONAL FIRE ALARM SYSTEM

PART 1 - GENERAL

1.1 SUMMARY OF THE WORK

A. The work of this contract includes the addition of automatic sprinklers protection in the Russell Senate Office Building (RSOB) and the installation of new fire alarm and supervisory devices associated with the sprinkler system (i.e., sprinkler valve supervisory devices and sprinkler waterflow alarm devices). The Contractor providing the work of this contract shall engage a Fire Alarm Sub-Contractor to connect all new alarm and supervisory devices to the existing fire alarm control panels and perform acceptance testing in accordance with this specification.

B. The building is equipped with a conventionally wired AutoCall AL-1500E fire alarm and detection system with multiple interfaces for annunciation. In the scope of this Specification, the contractor shall connect the new sprinkler alarm and supervisory devices to the existing fire alarm control panel as specified in these Performance Specifications. The Contractor shall be responsible for providing new 8-zone input modules into the existing fire alarm control panels and connecting each new sprinkler device as a separate zone to these modules. The contractor will be responsible for final equipment layouts, locations and spacing, based on the equipment to be provided and the requirements described in these Performance Specifications. The Contractor is expected to anticipate and include in the cost any incidentals of work which are required but may not be specifically expressed herein. The Contractor is expected to provide all wiring, raceways, devices, and other accessories for a fully functional fire alarm system upon completion of the work specified herein.

C. Site Conditions:

1. Historic Building Materials:

   It shall be **emphasized** that the work being performed is in a historic building constructed of archaic materials. The Contractor shall perform the work in a manner sensitive to the historic construction in a way that minimizes the impact on the historic fabric of the building to the greatest extent possible. Where cutting and patching of, or the attachment of fire alarm devices or other fire alarm equipment to, historic materials is required, the Contractor shall maintain the integrity of the historic materials wherever possible, and shall follow the requirements specified in Specification Section 01731. If damage to historic materials cannot be avoided as part of the work, the Contractor shall obtain permission of the AOC **before** performing the work and provide comparable replacement construction materials to the satisfaction of AOC. **All work on historic materials requires AOC approval before final acceptance of the work will be issued.**

2. Existing device/equipment locations/field conditions:

   AOC has provided reference drawings to the contractor as Appendix A of Specification 15330. These documents are conceptual in nature and indicate approximate locations of existing fire protection equipment obtained during a previous field survey provided by a separate contractor. AOC is not responsible for the accuracy of this information, since

as-built conditions may vary from the drawings provided or construction renovations may have occurred since the time of the survey. The Contractor is responsible for field verifying the locations of all devices and equipment for the fire alarm systems for the purpose of developing its bid for the work. While the reference drawings may be used to assist in this field survey, **under no circumstances are the provided drawings to be used as a replacement for actual field surveys performed by the Contractor. Modifications to the design, or changes to the installation resulting from field conditions which vary from the provided drawings, or field conditions not addressed by the contractor as part of its field surveys, are the sole responsibility of the Contractor and shall be performed by the Contractor at no cost to AOC.**

3. System complexity:

The existing fire alarm systems for the building have been designed and installed over numerous projects over a considerable period of time, and may have been performed in-house by AOC. It is expected that the system methods and materials will vary significantly throughout the RSOB. It is also expected that drawings for most of the fire systems will not be available to the Contractor. As a result, the Contractor is expected to plan for field survey work to verify the fire alarm arrangement to the extent necessary for an appropriate bid for the proper installation of sprinklers as outlined in this Specification. **Modifications to the design, or changes to the installation resulting from field conditions not determined or verified by the Contractor are the sole responsibility of the Contractor and shall be performed by the Contractor at no cost to AOC.**

1.2 DEFINITIONS

A. Approved - Equipment identified by the AOC as acceptable for installation.

B. Contractor - The company performing the installation of the equipment as identified herein. This also includes any subcontractors, vendors, suppliers and/or fabricators.

C. FACP - Fire alarm control panel.

D. Furnish - Supply materials.

E. Install - The mounting and connection of materials, equipment and assemblies.

F. NFPA - National Fire Protection Association.

G. Provide - Furnish and install.

H. Definitions in NFPA 72 apply to fire alarm terms used in this Section.

1.3 RELATED DOCUMENTS

A. General provisions of the Contract, including General and Supplementary Conditions and Division 1, “General Requirements” of the Specification, apply to this Section.

B. Division 1, Section 01731 - Cutting, Drilling, Coring and Patching.

C. Division 7, Section 07841 - Through Penetration Firestop Systems.

D. Division 15, Section 15330 - Wet-Pipe Sprinkler Systems

1.4 REFERENCES

Provide a system conforming to the requirements of the following publications including all amendments to these publications and referenced standards and codes by the publications. Criteria from the following standards shall be used:

A. ARCHITECT OF THE CAPITOL (AOC)

1. AOC A/E Design Manual, July 2002 edition.

2. AOC Design Standards, October 2002 edition, rev. June 2004.

B. INTERNATIONAL CODE COUNCIL (ICC)

1. IBC International Building Code, 2003 edition.

C. NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

1. NFPA 70 National Electric Code, 2002 edition (NEC).

2. NFPA 72 National Fire Alarm Code, 2002 edition.

D. FACTORY MUTUAL (FM) APPROVAL GUIDES.

1. FM Approval Guide (1) Fire Protection Equipment (latest edition).

2. FM Approval Guide (2) Electrical Equipment (latest edition).

3. FM Approval Guide (3) Building Materials (latest edition).

E. UNDERWRITER'S LABORATORIES (UL).

1. UL Building Materials Directory (latest edition).

2. UL Fire Protection Equipment Directory (latest edition).

1.5 SYSTEM PERFORMANCE REQUIREMENTS

A. The fire alarm system is a microprocessor-based, supervised, non-coded electrical alarm system with NFPA 72 Style B (Class B) initiating device circuits. New 8-zone input modules shall be provided and installed within the existing fire alarm control panels. The existing functions of the fire alarm system shall remain unchanged unless specifically addressed in this Specification.

Initiating, notification, signal, and auxiliary control circuits shall be 24 VDC. The fire alarm system shall contain all of the equipment, devices, programming and circuits required for system operation in accordance with AOC requirements which includes NFPA 72 and the NEC by reference, and this Specification.

B. The contractor shall provide all additional equipment, cabinets, conduit, and labor required to meet the requirements and intent of this specification as defined in Paragraph 1.1. Devices and equipment include, but are not limited to the following:

1. Fire Alarm Control Panel Expansion Boards and Interface Controllers

2. Wiring/Conduit

3. Associated Cabinets/Back Boxes

A list of parts and components for the installed system by manufacturer's name, part number, nomenclature, and recommended stock level required for normal maintenance and unscheduled repairs shall be provided.

1.6 SUBMITTALS

All submittals shall be submitted in strict accordance with the AOC Design Standards and Design Manual. All submittals shall consist of eight (8) copies. The following shall be submitted in sufficient detail to show full compliance with this specification. Partial or incomplete submittals are not acceptable.

A. Contractor Qualifications

1. The Contractor shall submit the following for verification of qualifications: Prior to installation, submit documentation, to the AOC, showing that the Contractor has successfully installed automatic fire suppression sprinkler and fire alarm systems of comparable size, type and design as specified herein or that the Contractor has a firm contractual agreement with a Subcontractor having such experience. The data shall include the names and locations of at least three installations where the Contractor, or Subcontractor, installed such systems. The Contractor, or Subcontractor, shall certify that each system has performed satisfactorily for a period of not less than one year.

2. Project Superintendent: The Contractor, or Subcontractor, shall provide one full-time, on-site staff member designated as the "Project Superintendent". The duties of the Project Superintendent are to supervise execution of all aspects of this specification, including safety on the job site as described in the "Accident Prevention Clause" of the general provisions of the Occupational Safety and Health (OSH) Act of 1970. That clause incorporates into the contract, by reference, the Secretary of Labor's OSH Standards (29 CFR Part 1926). The Project Superintendent shall be thoroughly familiar with all contract obligations and shall be capable of making all contractual decisions with regards to their project scope of work on behalf of the Contractor, or Subcontractor. The Project Superintendent shall be responsible for making sure that quality control review has been performed on all submittals prior to the submission to the AOC. The Project Superintendent shall also be responsible for ensuring that all submittals are accurate and fully coordinated.

B. Product Data

Manufacturer's Catalog Data shall be submitted for the following items: wire selections, special surface mount conduit (if applicable), power supplies, expansion boards and circuit interfaces, and cabinet and back-boxes (if applicable). Catalog data shall be marked and annotated to clearly identify the model and make of the products being supplied. Data that is not marked and annotated shall be returned unreviewed. Data shall include wiring diagrams of all equipment, installation instructions, equipment dimensions, testing procedures, and maintenance manuals.

C. Shop Drawings

The following shall be submitted in accordance with this specification and the referenced codes and standards: floor plans drawn to scale indicating device and equipment locations (at a scale of not less than 1/8" = 1'-0"); wiring diagrams showing all field terminations; panel layouts; and riser diagrams. Drawings shall be submitted at least 30 days prior to the start of fire alarm system work.

D. Sequence of Operations / Programming

AOC will provide all fire alarm program changes necessary for the work being performed. The Contractor shall notify AOC a minimum of seven (7) days prior to any required programming changes.

E. As-Built Drawings

As-Built drawings shall be submitted for approval 30 days prior to the acceptance testing phase of the project as described in the article entitled "Field Testing" of this specification. As-Built drawings shall document final system configuration including deviations from and amendments to the contract drawings, and field installation changes, concealed and visible. Electronic copies shall be in Microstation Drawing format. Floor plans shall indicate device and equipment locations, geographic monitor zone boundaries, speciality control equipment locations and corresponding fire alarm control panel initiation zones.

F. Point Identification

The contractor shall provide detailed tables identifying the detection circuit terminations. This shall include the device location, zone, zone circuit number, field wiring number, I/O point number, and panel location.

G. Certificates

Quality Assurance Plan shall be submitted in accordance with the article entitled, "Quality Assurance," of this section. Specialist Certification shall be submitted in accordance with the article entitled, “Qualifications of Installer,” of this section.

Contractor shall prepare a test procedure and test record forms for conducting and recording complete tests on control panels, reporting systems, wiring systems, and field devices installed in accordance with the manufacturer's requirements and these specifications. Contractor shall submit for approval the test procedure to the Contracting Officer at least 30 days prior to the preliminary

system test described in the article entitled "Field Testing" of this specification section. Test procedure shall identify each device and circuit to be tested, describe the initial condition, each step or function in the test, required test result, and equipment to be employed. Test forms with suitable spaces shall be provided for recording test results on all equipment, devices, and wiring to be tested. Test record forms will also have identified spaces for verification signatures of official witnesses and dates of the test. Contractor shall submit proof that all components are listed or approved by a national testing laboratory for their intended use and function.

H. Operation and Maintenance Data

Operation and Maintenance Manuals shall be submitted in accordance with the article entitled, "Installation," of this specification.

1.7 QUALITY ASSURANCE

Equipment and devices shall be listed for use, compatible, and operable with the existing Russell Senate Office Building Autocall AL-1500E fire alarm system and shall not impair reliability or operational functions of existing fire alarm systems. Contractor shall furnish materials and equipment that are current products of one manufacturer regularly engaged in the production of such equipment. All equipment and materials provided shall be new.

A. Qualifications of Installer

Services of a Certified Specialist thoroughly experienced in fire detection and alarm work shall be provided on site to perform or directly supervise the installation, make all necessary adjustments, and perform all tests on the fire alarm system at the site. Design shall be by a NICET Level III or IV Technician or a Registered Fire Protection Engineer. Prior to installation, the Contractor shall submit data for approval by the AOC showing that the Contractor has successfully installed programmable conventional fire alarm systems of the same type as specified herein, or that the Contractor has a firm contractual agreement with a subcontractor having such required experience. The Contractor shall include the names and locations of at least three installations where the Contractor, or the subcontractor referred to above, has successfully installed such systems. Design and installation must be performed by a fire alarm contractor whose business is located within a 75 mile radius of the Capitol and whose business has been operated and established within this radius for at least three (3) years.

B. Manufacturer's Representative

The Contractor shall provide the services of a factory-trained technician from the manufacturer of the system, experienced in the installation and operation of the type of system being provided, to supervise installation, adjustment, preliminary testing, final testing of the system, and to provide instruction to AOC personnel. The Contractor shall furnish name and phone number of the manufacturer's representative.

C. Approved Equipment

The Contractor shall provide materials, equipment and devices that have been tested by a nationally recognized testing laboratory, such as Underwriters' Laboratories or Factory Mutual

Laboratories, and are listed or approved for fire protection service when so required by NFPA 72 or this specification.

D. Final Connection Requirements

All programming for fire alarm equipment to the existing Autocall System will be performed by the AOC.

E. Service Organization

The Contractor shall furnish, to the AOC, evidence that there is an experienced and effective service organization which carries a stock of repair parts for the system in order to readily effect repairs throughout the warranty period. Should the Contractor fail to comply with the service requirements of this section, the AOC will then have the option to make the necessary repairs and back charge the Contractor without any loss of warranty or guarantee as provided by the contract documents.

F. Guarantee

The Contractor shall guarantee labor, materials, and equipment provided under this contract against defects for a period of one year after the date of final acceptance of this work by the AOC. Final Acceptance includes, but is not limited to, the receipt of as-built drawings and operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 FIRE ALARM CONTROL PANEL

Fire alarm control panel components shall be Autocall brand or equivalent and shall be listed for use with and compatible with the existing Autocall AL-1500E fire alarm control panels.

The existing fire alarm control equipment for the Russell Senate Office Building is an Autocall AL-1500E fire alarm control panel. The AL-1500E system is modular in design and capable of providing analog addressable and conventional device supervision. The system is presently configured to monitor devices using conventional 8 or 16 zone point cards and shall be upgraded to provide adequate point supervision for the additional devices as required.

Each point on the conventional zone cards shall be limited to 100 ohms of total resistance; therefore, the number of devices on a point is limited by the wire run length required to provide necessary device spacing. The wire run length and voltage drop shall be verified prior to installation of the new detection. The Autocall AL-1500E system is then capable of, through programming, mapping or associating any input point to any specific output relay.

The existing Autocall AL-1500E panel shall remain and provide supervision for the additional devices. The new sprinkler valve supervisory devices and sprinkler waterflow alarm devices shall be connected to and powered from the existing power supplies. Each power supply shall be evaluated to ensure battery backup adequacy. The Contractor shall upgrade and supplement power supplies as necessary.

2.2 SPRINKLER VALVE SUPERVISORY DEVICES

Sprinkler valve supervisory devices are specified in Section 15330.

2.3 SPRINKLER WATERFLOW ALARM DEVICES

Sprinkler waterflow alarm devices are specified in Section 15330.

2.4 ZONE EXPANSION CARDS

Zone expansion cards shall be Autocall Style B (Class B) input module cards (8-point transponder, P/N 5130-074-03). The expansion cards shall be listed for use with the Autocall AL-1500E Fire Alarm Control Panel.

PART 3 - EXECUTION

3.1 SUMMARY OF WORK

A. System Sequence of Operation

Programming for the fire alarm systems will be provided by AOC. It should be noted, however, that the installation of the fire alarm systems must support the following sequence of operations:

1. Normal Operation: All new devices installed shall be supervised in normal condition. Normal condition shall consist of the devices providing the point cards with a normally open switch position.

2. Trouble Condition: Devices shall show a trouble condition if there is loss of supervision/communication signal and/or device removal.

3. Alarm Condition: Alarm condition shall consist of contact closure being provided by alarm points. Activation of any device (contact closure) shall close a contact that activates the appropriate fire alarm control panel. The Contractor shall follow the existing pre-alarm signal sequence of operations.

B. Installation

Operation and Maintenance Manuals shall be submitted. The information shall be bound in book format and grouped by technical sections consisting of manufacturer's standard brochures, schematics, procedures, recommended spare parts, recommended test equipment, and safety precautions. This information shall be submitted prior to acceptance tests being performed.

Device location, number, and general arrangement shall be provided on the Contractor Shop Drawings and shall be designed in accordance with this Specification and its reference codes and standards. Field installation shall be in accordance with NFPA 72 and NFPA 70.

1. Wiring: Wiring shall conform to the requirements of NFPA 70 and the following special requirements: fire alarm system circuits shall be installed within conduit (rigid) or EMT.

Within the fire alarm system, 60-hertz power circuits and fire alarm initiating, alarm and control circuits shall be installed in separate raceway systems. 60-hertz power circuits shall not enter enclosures containing fire alarm circuits except where required to connect to the fire alarm system. It is the contractor's responsibility to verify that fire alarm power-limited circuits are installed in accordance with NFPA 70 and separated from non-power limited circuits.

Conductors shall be continuous from a terminal point at one device to a terminal point at the next device and from a device to the fire alarm control panel. Wires shall be broken at each terminal; wires shall not be looped over a terminal. Termination of solid wire shall be made on compression or screw type terminals. When screw type terminals are used the conductor shall be captured under 80 percent of the screw head surface.

Conductors shall be marked with the size, voltage rating and manufacturer's name permanently marked on the conductor jacket at no less than two feet intervals. Conductor size and colors are listed below. The new and added conductors shall match the size and color coding of the existing system. Cable shall be listed as type FPL, power-limited Fire Protective Signaling Cable. Conductor size installations shall be as indicated but not less than No. 18 AWG for initiation circuits. Cables shall be marked with circuit designation and consistent color coding for the positive and negative loops shall be maintained throughout the cable system.

2. Installation in Cabinets and Boxes: Wiring in control cabinets and boxes shall be installed in a neat and orderly manner with wire properly grouped, tie-wrapped, or laced parallel and perpendicular to the major axis, supported and identified. Control wiring shall be continuous from device to device with no splices unless otherwise indicated. All wires entering or leaving control cabinets, boxes, and devices shall be permanently marked and terminated on screw terminals. Marking shall be consistent throughout the fire alarm system and shall be the same as the identification shown on the connection drawings. No splicing shall be performed in fire alarm control cabinets, power supplies, or peripheral fire alarm back boxes.

3. Conduit: All new conduit for fire alarm system initiating, alarm and control circuits shall be 3/4-inch. Installation, including fastening, shall be in accordance with NFPA 70. EMT with hex nut expansion gland-type fittings shall be installed in all areas unless specifically approved.

   Conduit in interior finished areas shall be concealed. Conduit through fire-resistant rated walls, floors, ceilings, shall be fire-stopped in a manner that maintains the fire-resistance rating of the penetrated assembly. The contractor shall assume a 2-hour fire-resistance rating for all penetrations through fire-resistance rated floors and stair/shaft walls, and a 1-hour fire resistance rating for other walls.

   Conduit installed in a vertical position shall be parallel with walls and perpendicular to the floor and ceiling. Conduit installed in a horizontal position shall be parallel with the floor and ceiling and be parallel and perpendicular to the walls. Changes in direction of runs shall be made with symmetrical bends.

C. Extent of Work

The devices and equipment shall be installed in accordance with the these Specifications, and referenced publications. This project shall include the installation of new sprinkler valve supervisory devices and sprinkler waterflow alarm devices.

D. Field Testing

1. The Contractor shall pretest all system components, wiring, functions, and outputs prior to the final acceptance testing to be witnessed by the AOC. The contractor shall provide reports and test forms of all pre-tests performed at least 7 days prior to the final acceptance testing. Pre-testing shall include, but not be limited to, testing of all new or expanded circuits, functionality tests of all equipment installed, and power supply tests including battery tests.

2. Accompanying the test reports of the pre-testing, the Contractor shall provide a letter certifying that the installation is complete per the as-built drawings and specifications and is fully operational in accordance with NFPA 72.

3. The final acceptance testing is to be witnessed by the AOC. The final testing shall include, but may not be limited to, a test of each circuit for ground, short and open conditions, a test that each alarm device functions as specified, a test of electrical supervision, a test to verify that the battery power supply is capable of operating the system for the specified periods, a test to verify that the alarm signals will operate under trouble conditions, a test to verify that the system operates correctly under trouble conditions, and a test to verify resistance across each circuit.

END OF SECTION 13851

SECTION 15330 - WET-PIPE SPRINKLER SYSTEM

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. Scope: Provide a complete wet-pipe automatic sprinkler system, and associated equipment, ready for operation.

B. Description of Work: The work includes the design and installation of new wet-pipe automatic sprinkler systems, and the modification of existing wet-pipe automatic sprinkler systems, to afford complete fire protection throughout the Russell Senate Office Building (RSOB).

C. Existing Sprinkler Equipment: Existing sprinkler equipment shall be maintained fully operational until the new equipment has been tested and accepted by the Architect of the Capitol (AOC). Equipment Removal: After acceptance of the new systems by the AOC, all existing equipment replaced by these new installations shall be removed and all damaged surfaces shall be restored as herein specified.

D. Compliance: The entire wet-pipe automatic sprinkler system shall be designed in accordance with section 1.3 A. Any reference to "authority having jurisdiction" in the reference documents shall be interpreted to mean the AOC. All material and equipment used shall be listed or approved by UL, FM or another nationally recognized testing agency approved by the AOC, for their intended use and service.

E. Related Sections and Divisions:

1. General provisions of the Contract, including General and Supplementary Conditions and Division 1, "General Requirements" of the Specification, apply to this Section.

2. Division 1, Section 01731 – Cutting, Drilling, Coring and Patching

3. Division 7, Section 07841 – Through Penetration Firestop Systems.

4. Division-13, Section 13851 – Conventional Fire Alarm Systems

F. Site Conditions:

1. Historic Building Materials- It shall be **emphasized** that the work being performed is in a historic building constructed of archaic materials. The Contractor shall perform the work in a manner sensitive to the historic construction in a way that minimizes the impact on the historic fabric of the building to the greatest extent possible. Where cutting and patching of, or the attachment of sprinkler pipe or other sprinkler equipment to, historic materials is required, the Contractor shall maintain the integrity of the historic materials wherever possible, and shall follow the requirements specified in Specification Section 01731. If damage to historic materials cannot be avoided as part of the work, the Contractor shall obtain permission of the AOC **before** performing the work and provide comparable replacement construction materials to the satisfaction of AOC. **All work on historic**

materials requires AOC approval before final acceptance of the work will be issued.

Work in several historically sensitive areas of the RSOB **shall** be conducted with direct supervision by the AOC and Senate. This work shall be conducted in the presence of, and with the specific approval of, the Senate Superintendent and the AOC Architectural Historian. Field surveys, cutting, patching and painting, sprinkler pipe routing, sprinkler type selection, and sprinkler layout shall be subject to this detailed supervision. **The areas that require this direct supervision include those areas referenced by the sprinkler deficiency comments (refer to Appendix C) B-31, 2-1, 3-1, 3-2, 3-3, 3-4, 3-12, 4-3, 4-4, 4-5, 4-6, 4-7, 4-8, and any areas within the Rotunda.**

2. Existing sprinkler locations/field conditions- AOC has provided reference drawings to the contractor as Appendix A of this Specification. These documents are conceptual in nature and indicate approximate locations of existing fire protection equipment obtained during a previous field survey provided by a separate contractor. AOC is not responsible for the accuracy of this information, since as-built conditions may vary from the drawings provided or construction renovations may have occurred since the time of the survey. The Contractor is responsible for field verifying the locations of all sprinklers and other fire protection devices, sprinkler piping, zones and connection points to the sprinkler systems for the purpose of developing its bid for the work. While the reference drawings may be used to assist in this field survey, **under no circumstances are the provided drawings to be used as a replacement for actual field surveys performed by the Contractor. Modifications to the design, or changes to the installation resulting from field conditions which vary from the provided drawings, or field conditions not addressed by the contractor as part of its field surveys, are the sole responsibility of the Contractor and shall be performed by the Contractor at no cost to AOC. Where there are inconsistencies between the drawings and this specification, this specification shall take precedence.**

3. Piping complexity- The existing sprinkler piping for the building was designed over numerous projects over a considerable period of time. In addition, much of the installation of sprinkler piping was performed in-house by AOC. Thus, it is expected that piping methods and materials will vary significantly throughout the RSOB. It is also expected that drawings for much of the sprinkler piping will not be available to the Contractor. As a result, the Contractor is expected to plan for field survey work to verify the sprinkler piping arrangement to the extent necessary for an appropriate bid for the proper installation of sprinklers as outlined in this Specification. **Modifications to the design, or changes to the installation resulting from field conditions not determined or verified by the Contractor are the sole responsibility of the Contractor and shall be performed by the Contractor at no cost to AOC.**

4. Attic storage arrangements- The existing conditions within the attic areas include numerous storage areas of varying size and storage configuration. The sprinklers for the attic area shall be designed so as to permit the maximum amount of storage possible within each space with minimal storage rearrangements in accordance with all sprinkler spacing requirements of NFPA 13.

1.2 QUALITY ASSURANCE

A. Installer Requirements: Design shall be by a NICET Level III or IV Technician or a Registered Fire Protection Engineer. Installation shall be performed by a certified sprinkler contractor or a specialist who is experienced in the design and installation of automatic sprinkler systems (minimum 3 years). Design and installation must be performed by a sprinkler contractor whose business is located within a 75 mile radius of the Capitol and whose business has been operated and established within this radius for at least three (3) years.

The Contractor shall submit the following for verification of qualifications: Prior to installation, submit documentation, to the AOC, showing that the Contractor has successfully installed automatic fire suppression sprinkler systems of comparable size, type and design as specified herein or that the Contractor has a firm contractual agreement with a Subcontractor having such experience. The data shall include the names and locations of at least three installations where the Contractor, or Subcontractor, installed such systems. The Contractor, or Subcontractor, shall certify that each system has performed satisfactorily for a period of not less than one year.

B. Project Superintendent: The Contractor, or Subcontractor, shall provide one full-time, on-site staff member designated as the "Project Superintendent". The duties of the Project Superintendent are to supervise execution of all aspects of this specification, including safety on the job site as described in the "Accident Prevention Clause" of the general provisions of the Occupational Safety and Health (OSH) Act of 1970. That clause incorporates into the contract, by reference, the Secretary of Labor's OSH Standards (29 CFR Part 1926). The Project Superintendent shall be thoroughly familiar with all contract obligations and shall be capable of making all contractual decisions with regards to their project scope of work on behalf of the Contractor, or Subcontractor. The Project Superintendent shall be responsible for making sure that quality control review has been performed on all submittals prior to the submission to the AOC. The Project Superintendent shall also be responsible for ensuring that all submittals are accurate and fully coordinated.

C. Service Organization: The Contractor shall furnish, to the AOC, evidence that there is an experienced and effective service organization which carries a stock of repair parts for the system in order to readily effect repairs throughout the warranty period. Should the Contractor fail to comply with the service requirements of this section, the AOC will then have the option to make the necessary repairs and back charge the Contractor without any loss of warranty or guarantee as provided by the contract documents.

D. Guarantee: The Contractor shall guarantee labor, materials, and equipment provided under this contract against defects for a period of one year after the date of final acceptance of this work by the AOC. Final Acceptance includes, but is not limited to, the receipt of as-built drawings and operation and maintenance manuals.

E. Codes and Standards: Provide a wet-pipe sprinkler system conforming to the codes and standards of the following organizations:

1. Architect of the Capitol (AOC)

   a. AOC A/E Design Manual – July 2002 edition.

b. AOC Design Standards – October 2002 edition, rev June 2004.

2. National Fire Protection Association (NFPA), including all amendments and appendices:

   a. No. 13 Standard for the Installation of Sprinkler Systems – 2002 Edition.

   b. No. 70 National Electrical Code – 2002 edition.

   c. No. 1963 Standard for Screw Threads and Gaskets for Fire Hose Connection.

3. American Water Works Association (AWWA)

   a. AWWA C651 (Addendum 1990) Disinfecting Water Mains

4. Factory Mutual Engineering and Research Corporation (FM)

   a. FM Approval Guide (1) Fire Protection Equipment (latest edition).

   b. FM Approval Guide (2) Electrical Equipment (latest edition).

   c. FM Approval Guide (3) Building Materials (latest edition).

5. Underwriters Laboratories Inc. (U.L.)

   a. UL Building Materials Directory (latest edition).

   b. UL Fire Protection Equipment Directory (latest edition).

6. International Code Council (ICC)

   a. International Building Code – 2003 edition.

1.3 SYSTEM DESIGN

A. General: Design automatic sprinkler systems in accordance with all required and advisory provisions of NFPA 13, except where modified herein, by hydraulic calculations (pipe schedule in areas involving 10 sprinklers or less) for Ordinary Hazard Group 2 Occupancy or greater with uniform water distribution over the design area. Hydraulic calculations shall be provided for all systems where extended coverage sprinklers are proposed to be installed. Each system shall include materials, accessories, and equipment, inside and outside the building, so that the system is complete and ready for use. Design and provide each system to give full consideration to blind spaces, piping, electrical equipment, ducts and other construction and equipment in accordance with detailed working drawings to be submitted for approval.

   1. Location of Sprinklers: The spacing of sprinklers shall not exceed that permitted by NFPA 13 for the occupancy hazard. Where practical, uniformly space sprinklers on the branch piping. Locate sprinkler heads in a pattern consistent with ceiling grid, lights, and

air supply diffusers.

2. Water Distribution: Distribution shall be uniform throughout the area in which the sprinklers will operate. Discharge from individual sprinklers in the hydraulically most remote area shall be at least 100 percent of the specified density.

3. Density of Application of Water: Application to horizontal surfaces below the sprinklers shall be a minimum of 0.20 gpm/sq ft. Size pipe to provide the specified density when the system is discharging the total maximum required flow.

4. Sprinkler Discharge Area: The discharge area shall be the hydraulically most remote area as defined in NFPA 13.

5. Total Combined Inside & Outside Hose Allowances: Hydraulic calculations shall include an allowance for hose streams as required by NFPA 13, added at the point of connection to the water supply.

6. Friction Loss: Calculate the friction loss in piping in accordance with the Hazen-Williams formula using 'C' values found in NFPA 13.

7. Water Supply: Base hydraulic calculations on the latest available fire pump test information. This data is included in Appendix B.

B. Correct all automatic sprinkler deficiencies identified in Appendix C. The majority of these include minor relocations or installation of a minor amount of additional sprinklers.

C. Replace the entire existing automatic sprinkler system within the RSOB Attic. Note that this is included within Appendix C, but is listed here as a clarification of the Scope.

D. Provide the Rotunda Mezzanines with automatic sprinkler protection. Note that the only area of the Rotunda not requiring automatic sprinkler protection is the open floor portion directly below the Rotunda ceiling.

E. Provide automatic sprinkler protection at the top of Elevator 16.

1.4 SUBMITTALS

A. Division -1: Conform to the requirements of Division-1, Section "SUBMITTALS." Submit eight (8) complete sets of submittals. Partial submittals will not be acceptable and will be returned without review. Before any work is commenced, the submittal must be approved by the AOC. Manufacturer's data shall be provided for the following and annotated to show the specific model, type and size of each item:

1. Check valves
2. Sprinkler heads, cabinet, escutcheons and guards
3. Pressure and waterflow switches
4. Inspector's test valves
5. Drain valves

6. Valves including gate and globe
7. Pipe, fittings, hangers, supports, and mechanical couplings
8. Tamper switches
9. All wiring
10. Pressure gages.
11. All other associated equipment

B. Test Certification and Instruction: Submit test certification, to the AOC, for all pipe and fittings.

C. Shop Drawings: Submit detailed shop drawings, in accordance with NFPA 13, "Working Plans". Drawings shall be on uniform size sheets no smaller than 30 inches by 42 inches, to the AOC for review and approval. Information shall include but not be limited to the following:

1. Layout indicating details, plan view, elevations and sections of the system piping. Indicate the location of sprinkler heads and piping in relation to the ceiling layout, showing pipe lengths and sizes.

2. Detailed riser diagram showing schematic of systems supply, supply connection, devices, valves, pipe and fittings.

3. Point-to-point electrical wiring diagrams for all alarm and supervisory devices.

4. The signature and seal of a registered Professional Fire Protection Engineer, registered Professional Engineer with a minimum of two years fire protection design experience, or a NICET Level III or IV Technician.

5. Hydraulic calculations in accordance with the following:

   a. Minimum operating pressure of any sprinkler shall be according to NFPA 13 and appropriate listing or approval for the sprinkler used.

   b. Velocity pressures may be neglected.

   c. Velocities in all piping shall not exceed 20 feet per second.

   d. Submit name of hydraulic program used, if applicable.

   e. All calculations shall include a 10 psi safety factor.

6. Current waterflow test information. Contractor shall utilize latest fire pump test information. This data is included in Appendix B.

1.5 AS-BUILT DRAWINGS

A. General: Prepare and submit to the AOC eight (8) sets of detailed "As-Built Drawings" and

one set of archival quality Mylar reproducible drawings. The drawings shall show the system as installed, including all deviations from the approved shop drawings and any deviation from these project Specifications. The drawings shall also include all information as required by NFPA 13. The drawings shall be prepared on uniform sized sheets not less than 30 inches by 42 inches. Submit these drawings within two weeks after the final acceptance test of the system. Contractor shall also submit electronic drawings in Microstation format and portable document format (.pdf) as specified in AOC A/E Design Manual.

1.6 OPERATION AND MAINTENANCE MANUALS

A. General: Not less than 7 calendar days prior to the final acceptance testing of the entire system, and for use during the instruction period hereinafter specified, provide 4 bound copies of an Operation and Maintenance Manual to the AOC. The manual shall include an index, copies of all approved shop drawings and submittal materials (updated to as-built), and a complete parts list of all components. The manual shall also include, for each item, the manufacturer's name, the serial number of the part, an ordering number, if appropriate, and a physical description of the part. The manual shall include all data relative to all equipment provided.

PART 2 - PRODUCTS

2.1 ABOVEGROUND PIPING SYSTEMS

A. General: Provide piping, valves, and fittings, approved for 175 psi working pressure, in accordance with NFPA 13, as indicated on the drawings and as specified herein. Conceal piping in areas with finished ceilings. Provide fittings for changes in direction of piping and for connections. Make changes in piping through tapered reducing pipe fittings; bushings will not be permitted. Piping with wall thickness less than Schedule 40 shall not be threaded. Piping with wall thickness less than Schedule 40 shall be roll grooved. Plastic piping shall not be permitted. Minimum pipe schedule shall be schedule 10; pipe 2.5" and smaller must be schedule 40. Side outlet tees using rubber gasketed fittings shall not be permitted unless the attaching mechanism wraps the entire circumference of the pipe and connects both sides of the fitting. All sprinkler piping shall be so installed that it can be thoroughly drained, and, where practical, shall be arranged to drain at the main riser drain.

B. Fittings: Fittings, mechanical couplings and rubber gaskets shall be supplied by the same manufacturer. Fittings into which sprinkler heads, sprinkler head riser nipples, or drop nipples are threaded shall be welded, threaded, grooved-end type or side outlet type as specified in 2.1A. Plain-end fittings will not be permitted. Dielectric connections shall be provided when connection dissimilar metals.

C. Control Valves: Provide valves in accordance with NFPA 13 and as follows:

Riser and sectional control valves shall be Butterfly or OS&Y type.

a. Butterfly Type: Valve shall have an integral tamper switch. Valve position shall be clearly identifiable from a distance of 10 feet, after installation and without the need of special equipment (e.g. equipped with integral pointer).

b. OS&Y Type: Shall be iron body and brass mounted and open by counterclockwise rotation. Each interior control valve shall be provided with adequate means for mounting a tamper switch.

2. Drainage and test valves shall be all bronze globe, angle or gate valves.

3. Provide valves in piping to sprinklers protecting elevator machine rooms, elevator hoistways, computer rooms and transformer vaults. Valves shall be located outside the room in an accessible location. Provide tamper switches on all such valves.

4. All control valves shall be labeled with an identification sign that indicates the area/zone serviced by that valve.

D. Check Valves:

1. All check valves shall be clear opening swing-check type.

a. 2 inch and smaller check valves shall be all bronze with screw ends.

b. 2-1/2 inches and larger check valves shall be either iron body, brass mounted with flanged ends, access plate, and non-ferrous metal set rings and bearings or groove-lock type.

E. Pipe and Hanger Supports: Provide pipe supports, sway braces, hangers, and clamps in accordance with NFPA 13.

F. Identification Signs: Attach properly lettered and approved metal signs to each control valve, alarm device, inspector's test valve, drain valve, and alarm bypass valve. Each sign shall indicate the normal valve position as well as the portion of the system that the valve serves. Permanently affix hydraulic design data nameplates to the riser of each system.

Attach a hydraulic design information sign at each floor control valve indicating the following information:

1. Water supply and pressure available at that point

2. Location of the most remote design area(s) for that floor or level

3. Design discharge density over the design area(s) for that floor or level

4. Required flow and residual pressure demand at that point on the riser

5. Hose stream demand included in addition to the sprinkler demand

G. Drain Assemblies: Provide all drain lines as required by NFPA 13. Connect all drain piping to approved drain locations and provide splash guards, where necessary, at discharge outlets.

1. Drains provided as part of floor control valves shall discharge to an express drain located

adjacent to the sprinkler riser. Express drains are not provided as part of the existing sprinkler systems. The Contractor shall provide appropriate drainage and Inspector's Test connections as part of the required work under this Specification. Drains shall be of the combination Inspector's Test/drain type.

H. Inspector's Test Connection: Install test valves conveniently accessible within 7 feet of the floor. An Inspector's Test Connection, located at the floor control valve, shall be provided to test each waterflow device. The test connection shall discharge to a drain assembly.

2.2 SPRINKLERS

A. General: Sprinklers shall be in conformance with NFPA 13. O ring sprinklers shall not be permitted.

B. Types: Release elements shall be suitable for specific application. Provide quick response sprinklers in all occupancies in which their use is listed or approved. Extended coverage upright and pendant sprinklers shall not be permitted without written approval of the AOC. Sprinklers located within the air streams of unit heaters or other heat emitting equipment or skylights shall be selected for proper temperature rating; in accordance with NFPA 13.

C. Corrosion and Mechanical Protection: Provide corrosion-resistant sprinkler heads where they are exposed to weather, moisture or corrosive vapors. Protect heads installed where they might receive mechanical injury or are less than 7 feet above the floor level with approved guards in accordance with NFPA 13.

D. Suspended Ceilings: Provide pendant sprinklers, with pipe and fittings located above the finished ceiling. Provide polished stainless steel plates, chromium-plated finish on copper alloy ceiling plates, or escutcheons and chromium-plated sprinklers below suspended ceilings. Final selection of sprinkler finish shall be as provided by the AOC prior to installation.

E. Spare Sprinklers: Provide one metal cabinet containing a stock of spare sprinkler heads of all types and ratings installed as well as any special tools required for removal or replacement of the heads. The number of spare sprinklers shall conform to NFPA 13. The cabinet shall be located, in an area where the temperature will not exceed 100 degrees F., and approved by the AOC.

2.3 WATERFLOW SWITCHES

A. Vane-Type Switches: Provide vane-type waterflow switches. The device shall contain two single pole, double throw contacts and screw terminals for each conductor. Devices shall also be equipped with a pneumatic time delay feature which is field adjustable from zero to at least 90 seconds. The time delay shall be initially set to 30 seconds. Provide individual flow switches for all transformer rooms, computer rooms, elevator machine rooms and elevator hoistways where sprinklers are added as part of this project. Connection to the fire alarm system shall be as specified in Section 13851.

2.4 SUPERVISORY (TAMPER) SWITCH

A. General: Provide a tamper switch for each interior sprinkler system control valve. Tamper switches shall have two single pole, double throw contacts with screw terminals for each conductor. Operation of the switch shall cause a supervisory signal to be transmitted to the FACP upon not more than two complete turns of the valve wheel or a closure of twenty percent, whichever is less. Connection of this device to the fire alarm system shall be as specified in Section 13851.

2.5 ESCUTCHEON PLATES

A. General: Provide escutcheons for pipes passing through walls, partitions, or suspended-type ceiling. Escutcheons shall be steel, primed and finish painted to match adjacent wall finish.

2.6 PIPE SLEEVES

A. General: Provide pipe sleeves where piping passes entirely through walls, floors and partitions. Secure sleeves in position during construction. Provide sleeves of sufficient length to pass through entire thickness of walls, floors and roofs. Provide 1 inch minimum clearance between exterior of piping and interior of sleeve or core-drilled hole. Firmly pack space with mineral wool insulation. Seal space at both ends of the sleeve or core-drilled hole with plastic waterproof cement which will dry to a firm but pliable mass, or provide a mechanically adjustable segmented electrometric material. Penetrations of fire-rated wall and floor assemblies shall be sealed with a listed firestopping material as described in Specification 07841.

1. Sleeves in Masonry and Concrete Walls, Floors, and Roofs: Provide hot-dip galvanized steel, ductile-iron, or cast-iron sleeves. Core-drilling of masonry and concrete may be provided in lieu of pipe sleeves when cavities in the core-drilled hole are completely grouted smooth.

2. Sleeves in Other Than Masonry and Concrete Walls, Floors, and Roofs: Provide 26 gauge galvanized steel sheet.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Installation, workmanship, fabrication, assembly, erection, examination, inspection and testing shall be in accordance with NFPA 13, except as modified herein. Install piping straight and true to bear evenly on hangers and supports. Do not hang piping from plaster ceilings. Keep the interior and ends of new piping and existing piping affected by Contractor's operation thoroughly cleaned of water and foreign matter. Keep piping systems clean during installation by means of plugs or other approved methods. When work is not in progress, securely close open ends of piping to prevent entry of water and foreign matter. Inspect piping before placing into position.

B. Field Changes: Do not make field changes in the piping layout or pipe sizes without the prior approval of the AOC.

C. Freeze Protection: Protect wet-pipe sprinkler piping subject to temperatures lower than 40degrees F against freezing in accordance with NFPA 13.

D. Welding: Perform all welding in the shop.

E. Painting: Painting shall meet the requirements of the Painting and Finishing specification. In addition, exposed threads of all ferrous pipe shall be given one coat of corrosion-resistant paint at the time of installation. All piping and other metal that is exposed in unfinished areas, except sprinkler heads, bronze, chrome or brass fittings, and components whose operation is adversely affected by paint, shall be painted red. All piping and other metal that is exposed in finished areas, except sprinkler heads, bronze, chrome or brass fittings, and components whose operation is adversely affected by paint, shall be painted to match existing pipe. Note that such installation must be approved in advance by the AOC. Concealed piping shall have 4 inch wide red painted bands placed no more than 10 feet on center and on each side of wall penetrations.

3.2 FIRESTOPPING

A. General: Firestop all holes for conduit, piping, or other penetrations which pass through floor slabs, fire-rated walls, partitions with fire-rated doors, vertical service shafts, or any fire-rated assemblies in accordance with Section 07841.

3.3 SCHEDULE

A. The RSOB is known to contain hazardous materials (including asbestos and lead). Abatement of these materials will be performed by the AOC following submission of shop drawings and prior to installation of the sprinkler system. The abatement is estimated to take six (6) months. The Contractor shall plan for such interruption at no additional cost to the AOC.

3.4 TESTING

A. Preliminary Testing: Hydrostatically test wet-pipe sprinkler system, as required by NFPA 13 in the presence of the AOC or his designated representative. The Contractor and an authorized representative from each supplier of equipment shall be in attendance at the preliminary test. Test waterflow alarms, tamper switches, and all other devices for smooth and correct operation. Test the waterflow alarms by flowing water through the inspector's test connection. When tests are completed and corrections made, submit signed and dated "Contractor's Material and Test Certificates" in accordance with NFPA 13, with a request for formal inspection and tests.

B. Final Inspection and Testing: Advise the AOC when hydrostatic and alarm tests have been completed and all necessary corrections made so as to permit final inspection and testing. Submit request for testing at least 15 calendar days prior to test date. A final acceptance test **WILL NOT BE SCHEDULED** until operation and maintenance manuals have been received by the AOC.

1. At the final test, a material and test certificate must be provided in accordance with NFPA 13.

2. Submit up-to-date red-lined shop drawings to the AOC at the final test. These drawings shall be undamaged sets of prints of the shop drawings, with changes from the original drawings marked in red.

3. The final test shall be witnessed by a representative of the AOC Fire Marshal's Office. The Contractor and an authorized representative from each supplier of equipment shall be in attendance at the final test.

4. Final testing shall include, but is not limited to, testing of all waterflow and tamper switches.

5. Provide all equipment, services and labor to properly perform all required tests..

APPENDIX A – Survey Drawings and Database of Existing Sprinkler and Fire Alarm Equipment (separate, not attached to this document)

APPENDIX B – Table of Fire Protection Deficiencies (for informational purposes only)

RUSSELL SPRINKLER SYSTEM DEFICIENCIES				
Cmnt #	Floor	Room/Location	# of Sprinklers Required	Deficiency
B-1	Basement	Room RB30A	[redacted]	Sprinklers not provided behind full height equipment and vestibule.
B-2	Basement	Corridor RBC1	[redacted]	Sprinklers 30 feet apart, outside of Office RB24A.
B-3	Basement	Storage RB24C	[redacted]	Inadequate coverage - ceiling obstructions and too far below ceiling.
B-4	Basement	Mail Room RB15S	[redacted]	Sprinkler deflector too far below ceiling.
B-5	Basement	Mobil Storage RB06	[redacted]	No sprinkler under duct.
B-6	Basement	Plumbing Shop RB46	[redacted]	Sprinklers not provided.
B-7	Basement	Room RB58	[redacted]	Sprinkler not provided at vestibule.
B-8	Basement	Room RB58	[redacted]	Sprinkler deflectors too far below ceiling.
B-9	Basement	Corridor RB3CB	[redacted]	Drywall mud on sprinklers at main entrance.
~~B-10~~	~~Basement~~	~~Police RB61D~~	[redacted]	~~Provide cover plates for 12 sprinklers.~~
B-11	Basement	Corridor RBC4	[redacted]	Sprinklers not provided.
B-12	Basement	Corridor RBC3B	[redacted]	Sprinklers not provided at connection to Stair RBS6.
B-13	Basement	Electric Room RB75	[redacted]	~~Sprinklers not provided.~~ Complete Water Supply
B-14	Basement	Office RB78	[redacted]	Sprinklers exceed spacing from wall.
B-15	Basement	Stair RB5S7	[redacted]	Sprinklers not provided.
B-16	Basement	Fire Pump Room RB87	[redacted]	Sprinklers not provided.
B-17	Basement	Fire Alarm Panel Room RB87	[redacted]	Sprinklers not provided.
B-18	Basement	Mechanical RB88	[redacted]	Sprinklers not provided in Ice Room and adjacent storage areas.
B-19	Basement	Office RB87	[redacted]	Sprinklers spaced closer than 6 feet.
B-20	Basement	Finishing Room RB89	[redacted]	Sprinklers not provided in Paint Booth or in northwest corner of room.

RUSSELL SPRINKLER SYSTEM DEFICIENCIES				
Cmnt. #	Floor	Room/Location	# of Sprinklers Required	Deficiency
B-21	Basement	Finishing Room RB91	[redacted]	Inadequate coverage - obstructed ceiling construction.
B-22	Basement	Main Office RB91	[redacted]	Sprinklers not provided above lower finished ceiling.
B-23	Basement	Finishing Storage RB91A	[redacted]	Four sprinklers supplied by 1-inch pipe.
B-24	Basement	Corridor RBC6	[redacted]	Damaged deflector outside of Finishing Room RB91.
B-25	Basement	Corridor RBC8	[redacted]	Damaged deflector outside of Paint Room RB95.
B-26	Basement	Corridor RBC6A	[redacted]	Sprinkler not provided.
B-27	Basement	Stair RBS9	[redacted]	Sprinkler not provided at bottom of stairway.
B-28	Basement	Corridor RBC8A	[redacted]	Sprinkler not provided.
B-29	Basement	Paint Room RB95A	[redacted]	Sprinklers too far below ceiling and supplied by ½-inch pipe.
B-30	Basement	Electrical Room RB97	[redacted]	Sprinklers not provided.
B-31	Basement	Corridor RBC2	[redacted]	Sprinkler not provided.
B-32	Basement	Cabinet Shop RB60	[redacted]	Sprinkler not provided in closet.
B-33	Basement	EMR SR16	[redacted]	Sprinklers not provided.
~~1-1~~	~~First~~	~~Gym R130 & R130 A-T~~	[redacted]	~~Sprinklers not provided.~~ This deficiency deleted.
1-2	First	Corridor R1C2	[redacted]	Sprinklers not provided.
1-3	First	Corridor R1C6A	[redacted]	Sprinkler not provided.
1-4	First	Corridor R1C8A	[redacted]	Sprinklers not provided.
1-5	First	Stairs R1S8	[redacted]	Sprinkler not provided.
1-6	First	Stairs R1S9	[redacted]	Sprinkler not provided.
1-7	First	Storage R119S	[redacted]	Sprinklers not provided.

RUSSELL SPRINKLER SYSTEM DEFICIENCIES				
Cmnt #	Floor	Room/Location	# of Sprinklers Required	Deficiency
1-8	First	Break Room/Storage R190	[redacted]	Inadequate coverage - sprinkler obstructions created by storage configuration.
1-9	First	Corridor outside of Gift Shop R180	[redacted]	Sprinklers not provided.
1-10	First	Exterior Offices in North Wing (Corridor R1C5)	[redacted]	Exterior window alcoves are 6½ feet deep and contain combustibles. Alcoves do not have sprinkler protection.
2-1	Second	Corridor R2C2	[redacted]	Sprinklers not provided.
2-2	Second	Stairs R2S9	[redacted]	Sprinklers not provided.
2-3	Second	Stairs R2S8	[redacted]	Sprinklers not provided.
2-4	Second	Elec./Tele. Closet in R2W1	[redacted]	Inadequate coverage - sprinkler obstructions at ceiling.
2-5	Second	Rotunda	[redacted]	Sprinklers not provided.
2-6	Second	Elec./Tele. Closet in R2W3	[redacted]	Deflector distance from ceiling exceeded.
2-7	Second	Elec./Tele. Closet in R2W4	[redacted]	Deflector distance from ceiling exceeded.
2-8	Second	All Vestibules to Elec./Tele. Closets on 2nd Floor	[redacted]	Sprinklers not provided.
2-9	Second	Exterior Offices in North Wing (Corridor R2C5)	[redacted]	Exterior window alcoves are 6½ feet deep and contain combustibles. Alcoves do not have sprinkler protection.
2-10	Second	Kitchenette in Office R228	[redacted]	Sprinkler not provided for lower ceiling.
3-1	Third	Conference Room R325	[redacted]	Sprinklers not provided.
3-2	Third	Corridor R3C2	[redacted]	Sprinklers not provided.
3-3	Third	Rotunda Mezzanine	[redacted]	Sprinklers not provided.
3-4	Third	Stairs R3S4	[redacted]	Sprinklers not provided.

RUSSELL SPRINKLER SYSTEM DEFICIENCIES				
Cmnt #	Floor	Room/Location	# of Sprinklers Required	Deficiency
3-5	Third	Stairs R3S3	[redacted]	Sprinklers not provided.
3-6	Third	Elec./Tele. Closet in R3M1	[redacted]	Inadequate coverage - sprinkler obstructions.
3-7	Third	Elec./Tele. Closet in R3M2	[redacted]	Inadequate coverage - sprinkler obstructions.
3-8	Third	Elec./Tele. Closet in R3W3	[redacted]	Inadequate coverage - sprinkler obstructions.
3-9	Third	Elec./Tele. Closet in R3W4	[redacted]	Inadequate coverage - sprinkler obstructions.
3-10	Third	Elec./Tele. Closet in R3M4	[redacted]	Inadequate coverage - sprinkler obstructions.
3-11	Third	All vestibules to Elec./Tele. Closets on 3rd Floor	[redacted]	Sprinklers not provided.
3-12	Third	Committee Room R301	[redacted]	Sidewall sprinklers are located approximately 7 feet below peak of arched ceiling.
4-1	Fourth	Corridor R4C2	[redacted]	Sprinklers not provided.
4-2	Fourth	Corridor R4C5A	[redacted]	Sprinklers not provided.
4-3	Fourth	Stairs R4S5	[redacted]	Sprinklers not provided.
4-4	Fourth	Stairs R4S2	[redacted]	Sprinklers not provided.
4-5	Fourth	Corridor R4C4 & Stairs R4S6	[redacted]	Sprinklers not provided.
4-6	Fourth	Stairs R4S7	[redacted]	Sprinklers not provided.
4-7	Fourth	Stairs R4S1	[redacted]	Sprinklers not provided.
4-8	Fourth	Committee Room R485	[redacted]	Sidewall sprinklers are located 52 inches below ceiling.
A-2	Attic	Entire Attic Level, except for Storage Units and Elevator Machine Rooms	[redacted]	Sprinklers not provided

RUSSELL SPRINKLER SYSTEM DEFICIENCIES				
Cmnt #	Floor	Room/Location	# of Sprinklers Required	Deficiency
A-3	Attic	Two Storage Rooms at Top of Stair SRAS1	3	Sprinklers not provided.
A-4	Attic	EMR SR12	2	Sprinklers not provided.
A-5	Attic	EMR SR13	3	Sprinklers not provided.
A-6	Attic	EMR SR14	2	Sprinklers not provided.
A-7	Attic	EMR SR15	2	Sprinklers not provided.
A-8	Attic	EMR's SR14	3 each	Sprinklers not provided.
A-9	Attic	EMR SR10	3	Sprinklers not provided.
A-10	Attic	EMR SR11	3	Sprinklers not provided.
A-11	Attic	EMR's SR7-9	4 each	Sprinklers not provided.

APPENDIX C – Fire Pump Rating/Recent Test Data (for informational purposes only)

END OF SECTION 15330

RSOB

Report of Inspection, Testing & Maintenance of Fire Pumps....continued

		Y	N/A	N
C-1.0	**ANNUAL TEST OF ELECTRIC PUMP SYSTEM:**	X		
C-1.1	Electric pump Weeky 10 min. test run results recorded: (Water flow not req.)	X		
C-1.2	Time controller on first step for reduced voltage or reduced current starting: min. sec.		X	
C-1.3	Record time pump runs after starting (for automatic stop controllerss): **10** min. sec.	X		
C-1.4	Time required for motor to reach full speed: min. **1** sec.	X		

COMMENTS:

		Y	N/A	N
C-2.0	**ANNUAL TEST OF DIESEL PUMP SYSTEM:**			
C-2.1	Weekly Auto Start/Run 30 min. & results recorded: (Water flow not required)			
C-2.2	Auto weekly test timer used for the starting procedure:			
C-2.3	Time required for engine to crank:_____MIN. _____SEC.			
C-2.4	Time required to reach running speed: _____MIN. ____ SEC.			
C-2.5	Observations while Engine operating: Oil Pressure: psi			
	Speed indicator: rpm			
	Water temperature degree F			
	Oil Temperature degree F			
C-2.6	Pump operational w/o abnormalties			
C-2.7	Heat exchanger cooling water flow normal:			
C-2.8	Alarm company notified of test run:			
C-2.9	Pump run rest performed sat.			

RUSSELL FIRE PUMP TEST

Pump:

Make **Aurora**

Type **4-481-11C Model 481AF**

Rated Capacity **750 GPM**

Rated Pressure **70**

Rated RPM **3560**

Power:

Type Electric

Supervision

Controller:

Make **Josyln Clark**

Listed **Yes**

Water Supply:

Source **City Supply**

Electronic Characteristics:

3 phase 208 volt

TEST DATA:

Type of Test (Hydrant Drain or Pump)	Static or Suction Pressure (PSI)	Residual or Discharge Pressure (PSI)	Net Pump Pressure (PSI)	Pump Speed (RPM)/ AMPS	Pitot Presure	Diameter of Nozzle Openings Flowed	Number of Nozzle Openings Flowed	Flow at C=.90 C=.97 (GPM)	Opening Co-efficient C=____	Actual Flow
Churn	78	156	78	3586						
50%										
100%	66	136	70	3568	18	1.75	2	776	0.97	752
150%	54	119	65	3564	18	1.75	3	1164	0.97	1129

AMPS		VOLTS	
0% 90-94-92	**100%** 146-149-149	**0%** 217-217-217	**100%** 215-215-215
50%	**150%** 154-154-156	**50%**	**150%** 215-215-215

(All "NO" answers to be fully explained)

INSPECTOR'S INITIAL _____ OWNER/DESIGNATED REP. INITIAL _____ DATE: 12/20/03

ATTACHMENTS

General Decision Number: DC030003 03/10/2006 DC3

Superseded General Decision Number: DC020003

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

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

Modification Number	Publication Date
0	06/13/2003
1	10/03/2003
2	10/31/2003
3	01/09/2004
4	03/19/2004
5	04/02/2004
6	05/14/2004
7	06/11/2004
8	06/18/2004
9	06/25/2004
10	07/02/2004
11	07/09/2004
12	07/16/2004
13	08/13/2004
14	08/20/2004
15	09/17/2004
16	09/24/2004
17	10/29/2004
18	11/12/2004
19	01/21/2005
20	04/01/2005
21	05/06/2005
22	06/03/2005
23	06/10/2005
24	06/24/2005
25	07/01/2005
26	07/08/2005
27	07/22/2005
28	08/19/2005

29	08/26/2005
30	09/16/2005
31	10/28/2005
32	11/04/2005
33	11/11/2005
34	11/25/2005
35	02/03/2006
36	03/10/2006

* ASBE0024-001 03/01/2006

	Rates	Fringes
Asbestos Worker/Heat and Frost Insulator Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.....	$ 25.88	12.88

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* ASBE0024-002 03/01/2006

	Rates	Fringes
Hazardous Material Handler Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems.....	$ 14.22	6.35

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* ASBE0024-005 03/01/2006

	Rates	Fringes
Fire Stop Technician Includes the application		

of materials or devices
within or around
penetrations and openings
in all rated wall or floor
assemblies, in order to
prevent the passage of
fire, smoke or other
gases. The application
includes all components
involved in creating the
rated barrier at perimeter
slab edges and exterior
cavities, the head of
gypsum board or concrete
walls, joints between
rated wall or floor
components, sealing of
penetrating items and
blank openings.....$ 20.94 6.09

BRDC0001-001 11/06/2005

	Rates	Fringes
Bricklayer.....	$ 25.25	6.09

CARP0132-006 05/01/2005

	Rates	Fringes
Carpenter (Including Drywall Hanging).....	$ 22.89	5.39
Piledriver.....	$ 21.47	5.81

ELEC0026-003 09/02/2002

	Rates	Fringes
Communication Technician.....	$ 20.60	5.09

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.

ELEC0026-016 11/07/2005

	Rates	Fringes
Electrician (Excluding Communication-Low Voltage Wiring)	$ 30.45	10.35+3%+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.

ENGI0077-009 05/01/2005

	Rates	Fringes
Power equipment operators:		
Boom Trucks	$ 24.87	6.02+a
Cranes (35 tons and above)	$ 25.74	6.02+a+b
Cranes (under 35 tons)	$ 25.28	6.02+a+b
Forklifts	$ 17.50	6.02+a
Piledrivers	$ 25.28	6.02+a

a. PAID HOLIDAYS:

New Years Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

b. PREMIUM PAY:
Tower cranes and cranes 100-ton and over to receive $1.00 per hour premium over Group One.

IRON0005-001 06/01/2005

	Rates	Fringes
Ironworkers:		
Structural, Ornamental and Chain Link Fence	$ 24.53	10.795

IRON0201-003 05/01/2005

	Rates	Fringes
Ironworker, Reinforcing	$ 24.45	9.73

LABO0074-001 06/01/2005

	Rates	Fringes
Laborer: Skilled	$ 18.03	3.12

FOOTNOTE: Potmen, power tool operator, small machine operator, concrete labor including concrete preparation, signalmen, laser beam operator, waterproofer, open caisson, test pit, underpinning, pier hole and ditches, laggers and all work associated with lagging that is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipelayers, or tile layers, operators of jackhammers, paving breakers, spaders or any machine that does the same general type of work, 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.

LABO0456-012 06/01/2005

	Rates	Fringes
Laborers:		
Mason Tenders (Brick).....	$ 13.75	3.12
Mortarmen, Scaffold Builders	$ 14.45	3.12

MARB0002-002 05/01/2005

	Rates	Fringes
Marble & Stone Mason.....	$ 28.72	10.55

INCLUDES pointing, caulking and cleaning of All types of masonry, brick, stone and cement structures; EXCEPT pointing, caulking and cleaning of exisiting masonry, brick, stone and cement (restoration work)

MARB0003-001 05/01/2005

	Rates	Fringes
Mosaic & Terrazzo Worker, Tile Layer.....	$ 23.17	8.53

MARB0003-004 05/01/2005

	Rates	Fringes
Marble, Tile & Terrazzo Finisher.....	$ 18.72	7.62

PAIN0051-004 06/01/2005

	Rates	Fringes
Glazier		
Contracts $2,000,000 and		

under.....$ 21.87 7.21
Contracts over $2,000,000...$ 23.09 7.21

PAIN0051-010 06/01/2005

	Rates	Fringes
Painters:		
Brush, Roller, Spray and Drywall Finishers	$ 21.31	7.06

PLAS0891-003 05/01/2004

	Rates	Fringes
Cement Mason	$ 23.73	4.945

PLUM0005-007 08/01/2005

	Rates	Fringes
Plumber		
Apartment Buildings over 4 stories (except hotels)	$ 19.86	7.56+a
ALL Other Work	$ 31.05	11.26+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.

PLUM0602-006 08/01/2005

	Rates	Fringes
Steamfitter, Refrigeration & Air Conditioning Mechanic (Including HVAC Pipe Work)	$ 30.27	12.02+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 Day and Christmas Day.

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* SFDC0669-001 01/01/2006

	Rates	Fringes
Sprinkler Fitter	$ 26.45	12.15

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* SHEE0100-002 07/01/2005

	Rates	Fringes
Sheet Metal Worker (Including HVAC Duct Work)	$ 29.18	10.51

SUDC2000-001 04/12/2000

	Rates	Fringes
Laborer, Unskilled	$ 11.83	2.23
Pointer, caulker and cleaner INCLUDES pointing, caulking and 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	$ 20.00	

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

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

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.

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END OF GENERAL DECISION

BID BOND *(See instructions on reverse)*	DATE BOND EXECUTED *(Must not be later than bid opening date)*	OMB NO.:9000-0045

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL *(Legal name and business address)*

TYPE OF ORGANIZATION *("X" one)*

☐ INDIVIDUAL ☐ PARTNERSHIP

☐ JOINT VENTURE ☐ CORPORATION

STATE OF INCORPORATION

SURETY(IES) *(Name and business address)*

PENAL SUM OF BOND					BID IDENTIFICATION	
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	FOR *(Construction, Supplies, or Services)*	

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL

SIGNATURE(S)	1. *(Seal)*	2. *(Seal)*	3. *(Seal)*	*Corporate Seal*
NAME(S) & TITLE(S) *(Typed)*	1.	2.	3.	

INDIVIDUAL SURETY(IES)

SIGNATURE(S)	1. *(Seal)*	2. *(Seal)*
NAME(S) *(Typed)*	1.	2.

CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT ($)	*Corporate Seal*
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		

**** NOTICE ****

TO: ALL VENDORS/CONTRACTORS/CONSULTANTS

FROM: THE OFFICE OF THE ARCHITECT OF THE CAPITOL

Due to requirements set forth in the DEBT COLLECTION IMPROVEMENT ACT OF 1996 (PUBLIC LAW 104-134), all payments made to vendors, contractors and consultants doing business with the Federal Government must be made by Electronic Funds Transfer (EFT) directly to your financial institution. If you are currently enrolled under EFT with the Architect of the Capitol, no further action is necessary other than to report changes.

EFT payments are cost effective, enabling prompt, convenient and reliable payments directly to a designated bank account.

The Architect of the Capitol, in making EFT payments, supplies the financial institution with identifying information (ie. invoice number), which accompanies each transaction. The financial institution in turn can supply this information to the account holder.

Therefore, to accomplish the mandate of P. L. 104-134, it is necessary that the attached sheet; PAYMENT INFORMATION FORM ACH VENDOR PAYMENT SYSTEM be completed and returned with your bid or offer as set forth in Section G of the solicitation.

PAYMENT INFORMATION FORM
ACH VENDOR PAYMENT SYSTEM

This form is used for ACH payments with an addendum record that carries payment-related information. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion. The information will be transmitted in the CCD+ format to the designated financial institution.

Debt Collection Improvement Act of 1996

PAPERWORK REDUCTION ACT STATEMENT

The information being collected on this form is pursuant to Public Law 104-134, which mandated Electronic Funds Transfer for recipients of all federal payments (excluding IRS tax refunds) beginning July 24, 1996. This information will be needed by the Treasury Department to transmit payments and related data.

COMPANY INFORMATION	
NAME:	
ADDRESS:	
CONTRACT NUMBER: **AOC-**_____	TAXPAYER IDENTIFICATION NUMBER (TIN):
CONTACT PERSON NAME:	TELEPHONE NUMBER: ( ) FAX NUMBER: ( )

AGENCY INFORMATION	
NAME: ARCHITECT OF THE CAPITOL - FORD HOUSE OFFICE BUILDING	
ADDRESS: ACCOUNTING DIVISION, ROOM H2-205	
WASHINGTON, D.C. 20024	FAX NUMBER: (202) 225-7321
CONTACT PERSON NAME: MR. JAMES JARBOE	TELEPHONE NUMBER: (202) 226-2552

FINANCIAL INSTITUTION INFORMATION	
BANK NAME:	
BRANCH LOCATION: (If applicable)	
CONTACT NAME:	TELEPHONE NUMBER: ( )
NINE DIGIT ROUTING TRANSIT NUMBER: __ __ __ __ __ __ __ __ __	
DEPOSITOR ACCOUNT NUMBER:	
TYPE OF ACCOUNT: _____ CHECKING _____ SAVINGS _____LOCKBOX	
SIGNATURE AND TITLE OF REPRESENTATIVE:	TELEPHONE NUMBER:

Architect of the Capitol
Revised 06/11/99

UNITED STATES CAPITOL POLICE
WASHINGTON, D.C. 20510-7218

CP-491
(4-04)

REQUEST FOR CHECK OF CRIMINAL HISTORY RECORDS

Please report with: (1) A valid form of photo identification, (2) and this form to the Fairchild Building located at 499 South Capitol Street SW Washington, D.C., Room 127 between the hours of 7am until 3pm Monday through Friday for processing.

1. *Name:* (Last, First, Middle)

Address:
Street & No. _____
City & State: _____
Zip: _____ Tele: _____

2. *Other Names Ever Used:* (e.g. maiden name, nickname, ect. *If you have never used another name write "None".)*

3. *Date of Birth:* (Month, Day, Year)

4. *Birthplace:* (City and State or Country)

5. *Social Security Number:*

6. *Gender:*
Male Female

7. *Race:*

8. *Height:*

9. *Weight:*

10. *Eye Color:*

11. *Hair Color:*

SIGNATURE AND RELEASE OF INFORMATION:

READ THE FOLLOWING CAREFULLY BEFORE YOU SIGN:

- I understand that the information provided above will be used to check the criminal history records of the Federal Bureau of Investigation (FBI).
- I consent to the use of the information provided in making a security determination concerning me.
- I certify that, to the best of my knowledge and belief, all of the information provided above is true, correct, and complete, made in good faith.

12. **Signature:** _____

13. **Date:** _____

FAR (48) CFR 53.214(g))
FAR (48) CFR 53.215-1(h))

OF-17 (12/93)
Offer Label

NOTICE TO OFFEROR

1. THIS LABEL MAY ONLY BE USED ON ENVELOPES LARGER THAN 156 mm (6 1/8 INCHES) IN HEIGHT AND 292 mm (11 1/2 INCHES) IN LENGTH.
2. Print or type your name and address in the UPPER left corner of the envelope containing your offer.
3. Complete the bottom portion of this form and paste it on the LOWER left corner of the envelope, unless the envelope is 156 mm by 292 mm (6 1/8 inches by 11 1/2 inches) or smaller.

OFFER

SOLICITATION NO.
DATE FOR RECEIPT OF OFFERS
TIME FOR RECEIPT OF OFFERS AM PM
OFFICE DESIGNATED TO RECEIVE OFFERS