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.

UNITED STATES CAPITOL GROUNDS FY 07 SIDEWALK REPLACEMENT IN VARIOUS LOCATIONS

August 7, 2007

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

PROJECT MANUAL
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RFP No. 070111

ISSUED BY: ARCHITECT OF THE CAPITOL

UNITED STATES CAPITOL GROUNDS FY 07 SIDEWALK REPLACEMENT IN VARIOUS LOCATIONS

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VOLUME I

BUSINESS

SOLICITATION,OFFER, AND AWARD ***(Construction, Alteration, or Repair)*** Architect of the Capitol	1. SOLICITATION NO. RFP070111	2. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	3. DATE ISSUED 08/06/2007	PAGE 1 OF 51 PAGES

IMPORTANT -The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT N0.	5. REQUISITION/PURCHASE REQUEST NO. CG 070062	6A. PROJECT NO.	6B. TITLE VA AVE SW SIDEWALK/COULSON

7. ISSUED BY	8. ADDRESS OFFER TO
AOC - Procurement Division 2nd & D Streets, SW Room H2-263 WASHINGTON, DC 20515	

9. FOR INFORMATION CALL:	a. NAME Ryan Kirkwood	b. TELEPHONE NUMBER (Include area code)(NO COLLECT CALLS) 202-226-1947

SOLICITATION

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

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

11. The Contractor shall begin performance *10* calendar days and complete it within *180* calendar days after receiving [X] award, [ ] notice to proceed. This performance period is [X] mandatory [ ] negotiable. (***(See*** _____***.)***

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12b). [X] YES [ ] NO	12b. CALENDAR DAYS 20

13. ADDITIONAL SOLICITATION REQUIREMENTS

a. Sealed offers in original and *1* copies to perform the work required are due at the place specified in item 8 by *4:00PM* (hour) local time *09/07/2007* (date). If this is a sealed bid solicitation, offers will 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 [X] 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) CODE	15. TELEPHONE NO. (Include area code)
	16. REMITTANCE ADDRESS (Include only if different than Item 14.)

17. The offeror agrees to perform the work required at the prices specified below 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. (Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)

18. The offeror agrees to furnish any required performance and payment bonds.

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 DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM 27 (4 copies unless otherwise specified)	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO 41 U.S.C. 5
26. ADMINISTERED BY AOC - Procurement Division 2nd & D Streets, SW Room H2-263 WASHINGTON, DC 20515	27. PAYMENT WILL BE MADE BY Accounting Division Ford House Office Bldg. Rm. H2-205 Washington, DC 20515

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 requirements identified on this form and any continuation sheets for the consideration stated in this 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, representations, certifications, and specifications incorporated by reference in or attached to this contract.	☐ 29. AWARD (Contractor is 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 futher 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) Ryan I. Kirkwood

30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA BY_____	31c. DATE SIGNED

Summary Info Continuation Page

BASE

Number	Commodity Name	Quantity	Unit of Issue	Unit Price ($)	Total Cost ($, Inc. disc)
1	PLEASE PROVIDE LABOR AND MATERIAL TO REMOVE AND REPLACE THE SIDEWALK LOCATED AT VIRGINIA AVE SW - AREA 1 - BASE BID	Total : 0.00	EA	$	$
	Description:				
2	PLEASE PROVIDE LABOR AND MATERIAL TO REMOVE AND REPLACE THE SIDEWALK LOCATED AT: CAPITOL NORTH ENTRANCE - AREA 2 - BASE BID	Total : 0.00	EA	$	$
	Description:				
3	PLEASE PROVIDE LABOR AND MATERIAL TO REMOVE AND REPLACE THE SIDEWALK LOCATED AT SQUARE 684 - AREA 4 - OPTION 2	Total : 0.00	EA	$	$
	Description:				
4	PLEASE PROVIDE LABOR AND MATERIAL TO REMOVE AND REPLACE THE SIDEWALK LOCATED AT CANNON - AREA 5 - OPTION 3	Total : 0.00	EA	$	$
	Description:				
5	PLEASE PROVIDE LABOR AND MATERIAL TO REMOVE AND REPLACE THE SIDEWALK LOCATED AT SQUARE 692, C STREET - AREA 6 - OPTION 4	Total : 0.00	EA	$	$
	Description:				
6	PLEASE PROVIDE LABOR AND MATERIAL TO REMOVE AND REPLACE THE SIDEWALK LOCATED AT SQUARE 683 - AREA 7 - OPTION 5	Total : 0.00	EA	$	$
	Description:				

7	PLEASE PROVIDE LABOR AND MATERIAL TO REMOVE AND REPLACE THE SIDEWALK LOCATED AT C STREET NE - AREA 8 - OPTION 6	Total : 0.00	EA	$	$
	Description:				
8	PLEASE PROVIDE LABOR AND MATERIAL TO REMOVE AND REPLACE THE SIDEWALK LOCATED AT RAYBURN INDEPENDENCE AVE. - AREA 9 - OPTION 7	Total : 0.00	EA	$	$
	Description:				
9	PLEASE PROVIDE LABOR AND MATERIAL TO REMOVE AND REPLACE THE SIDEWALK LOCATED AT CAPITOL REFLECTING POOL FIRST STREET - AREA 10 - OPTION 8	Total : 0.00	EA	$	$
	Description:				
10	PLEASE PROVIDE LABOR AND MATERIAL TO REMOVE AND REPLACE THE SIDEWALK LOCATED AT CAPITOL REFLECTING POOL, MARYLAND AVE SW - AREA 11 - OPTION 9	Total : 0.00	EA	$	$
	Description:				
11	PLEASE PROVIDE LABOR AND MATERIAL TO REMOVE AND REPLACE THE SIDEWALK LOCATED AT CAPITOL REFLECTING POOL, THIRD STREET - AREA 12 - OPTION 10	Total : 0.00	EA	$	$
	Description:				
12	PLEASE PROVIDE LABOR AND MATERIAL TO REMOVE AND REPLACE THE SIDEWALK LOCATED AT CAPITOL REFLECTING POOL, PENNSYLVANIA AVE NW - AREA 13 - OPTION 11	Total : 0.00	EA	$	$
	Description:				
13	PLEASE PROVIDE LABOR AND MATERIAL TO REMOVE AND REPLACE THE SIDEWALK	Total : 0.00	EA	$	$

	LOCATED AT CAPITOL UPPER NORTHWEST DRIVE - AREA 3 - OPTION 1				
	Description:				

Lump-Sum Price for Base $

General Conditions

52.211-12

Liquidated Damages--Construction (Sept 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 $105.00 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)

52.223-3

Hazardous Material Identification and Material Safety Data (Jan 1997)

(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, list 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 requirements 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 item(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 paragraph (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.

(End of clause)

52.223-3 Alt I

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, list 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
requirements 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 item(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 paragraph (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's 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)

52.225-9

Buy American Act--Construction Materials (Jan 2005)

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

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

"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 (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 construction material.

"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:

NA

(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 domestic 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 negotiate 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.

(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 entry certificate is issued).]*

(End of clause)

52.228-13

Alternative Payment Protections (July 2000)

(a) The Contractor shall submit one of the following payment protections:

_____

_____

_____

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within _____days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

52.228-14

Irrevocable Letter of Credit (Dec 1999)

(a) "Irrevocable letter of credit (ILC)," as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and -

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of -

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of -

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of at least $25 million in the past year, ILCs over $5 million must be confirmed by another acceptable financial institution that had letter of credit business of at least $25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

_____

_____

_____

Issue Date _____

Irrevocable Letter of Credit No. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____ *(for reference only)*

To: _____

_____

_____

_____

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States $_____. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ .

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

_____

(f) The following format shall be used by the financial institution to confirm an ILC:

_____

_____

_____

(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: _____

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ for drawings of up to United States dollars _____/U.S. $_____ and expiring with our close of business on _____, or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____.

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

_____

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

_____
_____

(Date) _____

_____
_____
_____

Pay to the order of _____ the sum of United States $_____. This draft is drawn under Irrevocable Letter of Credit No. _____.

_____
[Beneficiary Agency]

_____
[By]

(End of clause)

52.236-5

Material 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)

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, or by the careless operation of equipment, or by workmen, 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 the 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)

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 this 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 clause 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 clause 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)

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)

AOC52.204-4

AOC52.204-4 Personal Identity Verification of Contractor Personnel (Jun 2007)

By entering into this contract, the Contractor agrees to comply with all Federal laws that apply to the Contractor's activities, including but not limited to the U.S. Citizenship and Immigration Services' requirement to maintain a signed copy of I-9 Employment Eligibility Verification for each employee in accordance with 8 U.S.C. 1324(a).

(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 2004)

(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 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)

AOC52.219-1

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)

AOC52.222-3

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)

AOC52.222-4

Overtime Work (Aug 2004)

No extra reimbursement will be allowed for work performed outside regular working hours or on Saturdays, Sundays, or holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, unless such work is authorized by the Contracting Officer; and provided such work is not otherwise required to be performed under the terms of the contract. If said authorization is verbal, with written verification thereof by signature of the Contracting Officer on the employee's weekly time record (see AOC52.232-2, Payments - Services or AOC52.232-3, Payments - Services Utilizing Time Records).

(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 Maryland Virginia.

(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)

AOC52.223-10

Affirmative Procurement of Biobased Products under Contracts for Services and Construction (Mar 2007)

(a) *Definition*. "Biobased product" (7 U.S.C. 8101(2)) means a product determined by the U.S. Department of Agriculture to be a commercial or industrial product (other than food or feed) that is composed, in whole or in significnt part, of biological products or renewable domestic agricultural materials (including plant, animal, and marine materials) or forestry materials.

(b) In the performance of this contract, the contractor shall make maximum use of biobased products that are USDA-designated items unless the product cannot be acquired --

(1) Competitively within a time frame providing for compliance with the contract performance schedule;

(2) Meeting contract performance requirements; or

(3) At a reasonable price.

(c) Information about this requirement and these products is available at http://www.biobased.oce.usda.gov/.

(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)

AOC52.223-2

Hazardous Material Identification and Material Safety Data (Jun 2004)

(a) Hazardous material includes any material defined as hazardous under the latest version of Federal Standard No. 313, including revisions adopted during the term of this Purchase Order.

(b) Currently with delivery of materials/services required hereunder, the contractor shall submit for all material defined as hazardous by Federal Standard No. 313 a Material Safety Data Sheet (MSDS) meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, whether or not the contractor is the actual manufacturer of these items. The contractor shall include a copy of the MSDS with the Packing List or other suitable shipping document with each shipment.

(c) 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.

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 materials.

(d) The Government s rights in data furnished under this Purchase Order with respect to hazardous materials 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 of 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 the data furnished under this clause in accordance with paragraph (d)(1) of this clause, in precedence over any other clause of this Purchase Order providing for rights in data.

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

(End of clause)

AOC52.228-2

Insurance - Work on a Government Installation (Jul 2005)

(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

AOC52.228-5 Payment Protection and Performance Bonds - Construction (Dec 2006)

(a) Payment protection and performance bonds. (1) For a new definitive contract (one containing no provisions for issuance of task orders) or purchase order, payment protection and performance bonds, if required, shall be provided by the contractor after notice of award of the contract.

(2) For indefinite-delivery contracts, the contractor has the option of providing --

(i) Payment protection and performance bonds for the total estimated amount of the contract within the time frame as specified elsewhere in the contract; or

(ii) Payment protection and performance bonds upon the issuance of each task order under the contract and as determined by the value of the instant task order within the time frame as specified elsewhere for the instant task order.

(b) Required bonds. (1) A performance bond is not required if the original contract, purchase order, or task order amount is $100,000

or less.

(2) A performance bond (Standard Form 25) is required if the original contract, purchase order, or task order amount exceeds $100,000. The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract, purchase order, or task order amount.

(3) Payment protection is not required if the original contract, purchase order, or task order amount is $30,000 or less.

(4) Payment protection is required if the original contract, purchase order, or task order is greater than $30,000. The penal amount of payment protection at the time of award shall be 100 percent of the original contract, purchase order, or task order amount. See FAR 52.228-13, Alternative Payment Protections, for the types of acceptable payment protection.

(c) Irrevocable letter of credit. If an irrevocable letter of credit is used, FAR 52.228-14, Irrevocable Letter of Credit, is applicable and can be found at http://www.arnet.gov/far/index.html.

(d) Additional bond protection. (1) The Government may require additional performance and payment bond protecction 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 hte existing bonds or to obtain an additional bond.

(e) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified elsewhere in the contract or order or prior to commencing work, whichever is sooner.

(f) 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, 3700 East West Highway Room 6F01, Hyattsville MD 20782 or via the internet at http://www.fms.treas.gov/c570.

(g) 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.

(h) Upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.

(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)

AOC52.228-4

Indemnification and Hold Harmless Agreement (Jun 2004)

The Contractor agrees to indemnify and hold the Government harmless against any and all claims for damages to persons or property from any cause or causes whatsoever arising out of the performance of services covered by the contract; including, but not limited to,

errors, omissions or negligent acts of the Contractor, but excluding active negligence of the Government, and against any and all costs, expenses, attorney's fees, and liability incurred by the Government in defending against such claims, whether the same proceed to judgement or not. In the prosecution of any successful claim or suit by the Government for the enforcement of this contract, the Contractor shall reimburse the Government for any reasonable attorney's fees and costs of claim or suit incurred by the Government.

(End of clause)

AOC52.232-4

Payments - Construction (Sep 2005)

(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, or 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 list of the amounts previously paid to each such subcontractor under the contract; and

(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) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification.

(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) Retainage. In making such progress payments, there shall be retained 10 percent of the estimated amount until final completion and acceptance of all work required by the contract. However, if the Contracting Officer, at any time after 50 percent of the work has been completed, finds that satisfactory progress is being made, he may authorize any of the remaining partial payments to be made in full. Also, whenever the work is substantially complete, the Contracting Officer, if he considers the amount to be retained to be in excess of the amount adequate for the protection of the Government, at his discretion, may release to the Contractor all or a portion of such excess amount. Furthermore, on completion and acceptance of each separate building, public work, or other division of the

contract, on which the price is stated separately in the contract, payment may be made therefore without retention of a percentage. Retainage under any contract action awarded by the Architect functioning in the capacity as a Contracting Officer for the agency shall be released by the Architect rather than an administrative Contracting Officer.

(e) 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.

(f) 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 claims 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).

(g) Invoices shall be issued monthly as defined in Paragraph (b) in which services are performed by the Contractor. Properly certified invoices shall be FAXED to the Architect of the Capitol, Accounting Division at (202) 226-2580. Information concerning requirements for payment requisitions must be secured by telephoning the Accounting Officer at (202) 226 2552. Payment will be made on a monthly basis. To assist the AOC in making timely payments, the Contractor is requested to furnish the following additional information on the invoice:

(1) Contract Number;

(2) Name and address of Contractor;

(3) Invoice Date;

(4) Period the payment covers; and

(5) Amount by line item as identified in the Schedule.

(h) Each invoice shall be in accordance with the SCHEDULE OF SUPPLIES OR SERVICES AND PRICES/COSTS FOR CONSTRUCTION completed during the payment period. The Contractor shall keep accurate time records for each of his personnel employed in the work, and information copies of the Contractor's time records (payrolls) shall be submitted with each invoice for payment. Original certified copies of Contractor s payrolls shall have been submitted weekly in arrears to the Contracting Officer in accordance with the Davis Bacon Act.

(i) Payments will be made directly to your financial institution through Direct Deposit/Electronic Funds Transfer (DD/EFT). The Contractor s attention is directed to the requirements of AOC52.232-6, Payment By Electronic Funds Transfer - Other than Central Contractor Registration.

(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 (Sep 2004)

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) as incorporated by reference in Section I.

(End of clause)

AOC52.232-2

Payments - Services (Mar 2006)

(a) Invoices shall be issued at the end of each month in which services are performed by the Contractor. Until further notice, properly certified invoices shall be FAXED to the Accounting Office, Architect of the Capitol at 202-226-2580. Information concerning requirements for payment requisitions must be secured by telephoning the Accounting Officer at (202) 226-2552. Payment will be made on a monthly basis. To assist the AOC in making timely payments, the Contractor is requested to furnish the following additional information on the invoice:

(1) Contract number;

(2) Name, address and Taxpayer I.D.of Contractor;

(3) Invoice Date;

(4) Unique invoice number for that particular invoice;

(5) Period the payment covers; and

(6) Amount by line item including quantity and unit pricing (see SCHEDULE OF ITEMS in Section B).

(b) Requirement when contractor employee(s) is provided on-site office space. As verification of the above time records submitted by the Contractor, each of the Contractor s employees will be required to sign and submit to the COTR a weekly time record sheet, as provided by the Architect, showing the number of regular and overtime hours, if any, worked by that employee during that week. The time record sheet will be verified and countersigned, if correct, by the COR and a copy thereof will be provided to the Contractor for record purposes.

(c) Payments will be made directly to the contractor s financial institution through Direct Deposit/Electronic Funds Transfer (DD/EFT). The Contractor s attention is directed to the requirements of AOC52.232-6, Payment by Electronic Funds Transfer - Other Than Central Contractor Registration.

(End of clause)

AOC52.232-3

Payments - Services Requiring Time Records (Mar 2006)

(a) Invoices shall be issued at the end of each month in which services are performed by the Contractor. Properly certified invoices shall be FAXED to the Accounting Office, Architect of the Capitol, at 202-226-2580. Information concerning requirements for payment requisitions must be secured by telephoning the Accounting Officer at (202) 226-2552. Payment will be made on a monthly basis. To assist the AOC in making timely payments, the Contractor is requested to furnish the following additional information on the invoice:

(1) Contract number;

(2) Name, address and Taxpayer I.D.of Contractor;

(3) Invoice Date;

(4) Unique invoice number for that particular invoice;

(5) Period the payment covers; and

(6) Amount by line item including quantity and unit pricing (see SCHEDULE OF ITEMS in Section B).

(b) Each invoice shall itemize the total man-hours of services by labor category and unit price (see SCHEDULE OF ITEMS in Section B) for each TO completed during the payment period. The Contractor shall keep accurate time records for each of his personnel employed in the work, and certified copies of the Contractor's time record shall be submitted with each invoice for payment.

(c) Requirement when contractor employee(s) is provided on-site office space. As verification of the above time records submitted by the Contractor, each of the Contractor s employees will be required to sign and submit to the COTR a weekly time record sheet, as provided by the Architect, showing the number of regular and overtime hours, if any, worked by that employee during that week. The time record sheet will be verified and countersigned, if correct, by the COR and a copy thereof will be provided to the Contractor for record purposes.

(d) Payments will be made directly to the contractor s financial institution through Direct Deposit/Electronic Funds Transfer

(DD/EFT). The Contractor's attention is directed to the requirements of AOC52.232-6, Payment by Electronic Funds Transfer - Other than Central Contractor Registration.

(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)

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 (Feb 2007)

(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--

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (c); and

(5) Reproduce and print contract drawings and specifications as needed.

(d) In general--

(1) Large scale drawings shall govern small scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(e) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described

in the drawings and specifications.

(f) The work shall conform to the specifications and the contract drawings included as part of this contract.

(g) 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.

(h) 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.

(i) 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.

(j) 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)

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

						Extensions		
Items Involved	Quantities	Unit Cost	Equipment	Material	Labor	Totals	Final Totals	Unit Cost
Excavation (Identify)								
* Volume								
* Crane Operator								
* Laborers								
Shoring (Identify)								
* Area								
* Welder								

Items Involved	Quantities	Unit Cost	Equipment	Material	Labor	Totals	Final Totals	Unit Cost
Subcontractor Total								

PRIME CONTRACTOR'S BREAKDOWN

						Extensions		
Items Involved	Quantities	Unit Cost	Equipment	Material	Labor	Totals	Final Totals	Unit Cost
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 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)

AOC52.245-1

Inventory Control and Indemnification of Property (Jun 2004)

(a) The Contractor shall be liable for the return of the articles picked-up for service under this contract, in accordance with the count as reflected on the "INVENTORY CONTROL VOUCHER" (ICV); see sample attached in Section J. A separate ICV will be completed for each pick-up and verified against the ICV at the time of delivery.

(b) Two copies of each verified ICV shall be given to the Contractor's representative at the time of delivery; one of which shall be submitted with the Contractor's payment invoice. Failure of the Contractor's representative to verify, by signature on the ICV, any of

the ICV totals will be at the Contractor's own risk for purposes of determining any loss of, or damage to, the articles to be serviced under this contract.

(c) The Contractor shall indemnify the Government for any property delivered to the Contractor for servicing under this contract which is lost, or which is damaged and, in the opinion of the Contracting Officer, cannot be repaired satisfactorily. In either of these events, the Contractor shall pay to the Government the value thereof in accordance with Federal Supply Schedule price lists. If the property is not on these price lists, the Contracting Officer shall determine a fair and just price. Credit shall be allowed for any depreciation in the value of the property at the time of loss or damage, and the parties hereto shall determine the amount of the allowable credit. If the parties fail to agree upon the value of the property, or fail to agree on the amount of credit due, the dispute shall be determined as provided in AOC52.233-1, Disputes.

(d) The payment of the lost property will be applied as a credit on the current monthly invoice at the time the amount of the allowable credit is agreed upon by the Contracting Officer and the Contractor.

(e) In case of damage to any property which the Contracting Officer and the Contractor agree can be satisfactorily repaired, the Contractor shall repair the property at their own expense in a manner satisfactory to the Contracting Officer.

(End of clause)

AOC52.246-1

Final Inspection and Acceptance - Construction - Supplement (Mar 2007)

(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 AOC52.232-4, Payments - Construction. 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)

52.252-2

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 address(es):

www.gsa.gov or www.arnet.gov

(End of clause)

Clauses By Reference

Clause	Title	Date
52.246-12	Inspection of Construction	11/08/2006

Clauses By Reference

Clause	Title	Date
52.203-3	Gratuities	11/08/2006
52.203-5	Covenant Against Contingent Fees	11/08/2006

Clause	Title	Date
52.203-6	Restrictions On Subcontractor Sales To The Government	11/08/2006
52.215-2	Audit and Records--Negotiation	11/08/2006
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	11/08/2006
52.222-6	Davis Bacon Act	11/08/2006
52.222-7	Withholding of Funds	11/08/2006
52.222-8	Payrolls and Basic Records	11/08/2006
52.222-9	Apprentices and Trainees	11/08/2006
52.222-10	Compliance with Copeland Act Requirements	11/08/2006
52.222-11	Subcontracts (Labor Standards)	11/08/2006
52.222-12	Contract Termination-Debarment	11/08/2006
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	11/08/2006
52.222-14	Disputes Concerning Labor Standards	11/08/2006
52.222-15	Certification of Eligibility	11/08/2006
52.222-26	Equal Opportunity	03/22/2007
52.222-27	Affirmative Action Compliance Requirements for Construction	11/08/2006
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	11/08/2006
52.222-36	Affirmative Action For Workers With Disabilities	11/08/2006
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	11/08/2006
52.223-6	Drug Free Workplace	11/08/2006
52.227-1	Authorization and Consent	11/08/2006
52.227-4	Patent Indemnity-Construction Contracts	11/08/2006
52.228-2	Additional Bond Security	11/08/2006
52.228-12	Prospective Subcontractor Requests for Bonds	11/08/2006
52.229-3	Federal, State And Local Taxes	11/08/2006
52.232-23	Assignment Of Claims	11/08/2006
52.236-2	Differing Site Conditions	11/08/2006
52.236-3	Site Investigation and Conditions Affecting the Work	11/08/2006
52.236-6	Superintendence by the Contractor	11/08/2006
52.236-7	Permits and Responsibilities	11/08/2006
52.236-8	Other Contracts	11/08/2006

Clause	Title	Date
52.236-11	Use and Possession Prior to Completion	11/08/2006
52.236-13	Accident Prevention	11/08/2006
52.236-26	Preconstruction Conference	11/08/2006
52.242-13	Bankruptcy	11/08/2006
52.243-4	Changes	11/08/2006
52.245-2	Government Property (Fixed Price Contracts)	11/08/2006
52.246-21	Warranty of Construction	11/08/2006
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	09/01/1996
52.249-10	Default (Fixed-Price Construction)	11/08/2006

Supplementary Conditions

AOC52.201-1

Contracting Officers 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 Officers 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)

AOC52.211-1

KEY PERSONNEL (Apr 2007)

(a) The Contractor shall assign to this contract the following key personnel as proposed in the Contractor's technical proposal:

Name: _____

Title: _____ Telephone No._____

Name:_____

Title: _____ Telephone No._____

Name:_____

Title:_____ Telephone No. _____

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by Paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by Paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutions, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the person being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

(d) The approval of substitute personnel will not be considered to be grounds for an increase in the contract price.

(e) The special security requirements in AOC52.223-5, Special Security Requirements, or AOC52.223-6, Special Security Requirements - U.S. Supreme Court, shall apply to all approved Contractor personnel substitutions.

(End of clause)

AOC52.211-5

Commencement, Prosecution and Completion of Work (Mar 2007)

(a) All work to be performed under this contract shall be completed within 180 calendar days after the date of contract award. 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, e.g., Differing Site Conditions, Changes, Changes - Supplement , Suspension of Work, or other clauses, as appropriate.

(End of clause)

AOC52.223-5

Special Security Requirements - Services (Jun 2007)

(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.

(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, Fairchild Building, 499 South Capitol Street SW, Washington, DC 20003.

(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) 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.

(i) 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.

(j) The Contractor's failure to return any ID badge, access card, or key issued under this contract or order shall result in a deduction of $100.00 from the contract per ID badge, access card, and/or key not returned.

(End of clause)

AOC52.223-8

DELIVERY VEHICLE INSPECTION REQUIREMENTS (Apr 2007)

(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.

(c) 4700 Shepherd Parkway SW inspection facility. All other vehicles making deliveries to the above listed locations except for the U. S. Supreme Court shall utilize the off-site inspection and screening facilites at 4700 Shepherd Parkway SW, Washington, DC 20032.

(d) For all deliveries within seven calendar days or prior to the first delivery, the contractor shall provide the following information to the U.S. Capitol Police:

(1) List of drivers;

(2) Date of birth for each driver;

(3) Social Security Number of each driver;

(4) Vehicle make;

(5) Vehicle model;

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

(7) Color of vehicle; and

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

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

(f) Information for deliveries made through the Shepherd Parkway facility must be faxed to (202) 226-0571. For verification of receipt, the contractor may call (202) 226-0905. Updates to the information must be renewed April 30, August 31, and December 31 of each year and provided to the U. S. Capitol Police whenever repetitive deliveries are anticipated.

(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 change 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)

AOC52.242-2

AOC52.2242-2 CONTRACTOR PERFORMANCE EVALUATIONS (DEC 2006)

At the conclusion of contract performance and/or at any point during the performance of this contract, the AOC may elect to evaluate the Contractor and submit a final or interim performance evaluation into the appropriate on-line database designated as the repository of Contractor evaluations for the Federal Government. Any evaluation submitted shall include input from the Contracting Officer's Technical Representative and other agency personnel, as appropriate, and the Contracting Officer. The Contractor shall have the opportunity to review any evaluations and submit supporting information for any differing of positions between the Contactor and the AOC in accordance with the protocol established by the specific on-line database.

(End of clause)

Representations and Certifications

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 her 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)

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 the 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)

52.209-5

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are __ are not __ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have __ have not __, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against

them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are __ are not __ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has __ has not __, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(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)

Solicitation Conditions

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 reasonably 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)

52.216-1

Type of Contract (Apr 1984)

The Government contemplates award of a Firm Fixed Priced contract resulting from this solicitation.

(End of provision)

AOC52.215-1

Instructions to Offerors (May 2007)

(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. [NOTE: If this solicitation is for construction services and award will be made as lowest priced technically acceptable, with each copy of the form entitled, "SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)", the offeror shall enclose the completed Schedule page; offer guarantee, if required; and Representations and Certifications.] Address envelopes to: Architect of the Capitol, Procurement Division, Ford House Office Building, Attn: Ryan Kirkwood, Room H2-263 Bid Room, Second and D Streets, S.W., Washington, DC 20515. Offeror shall 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 Ryan Kirkwood to (202) 226-1947 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.

(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 rkirkwoo@aoc.gov or via facsimile to (866) 837-6609.

(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)

AOC52.215-7

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.

(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)

AOC52.228-7

AOC52.228-7 OFFER GUARANTEE - CONSTRUCTION (DEC 2006)

(a) An offer guarantee is required for all offers exceeding $100,000. For a new definitive contract (one containing no provisions for issuance of task orders) or purchase order, the amount of the offer guarantee is based upon the proposed amount of the offer. For a requirements contract, the offer guarantee is based upon the price payable for the estimated total quantity. For an indefinite-quantity contract, the offer guarantee is based upon the price payable for the specified minimum quantity. The price of any options is not included except for those options exercised at the time of the contract award.

(b) 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.

(c) 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 Unites 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.u

(b) A pre-proposal meeting will be conducted at the Ford House Office Building, 2nd and D St. S.W. center 2nd St. entrance Washington, D.C. for all prospective offerors on
08/15/2007 at 9:30AM, local time.

(c) The Architect will conduct one field inspection of the work immediately following the pre-proposal meeting. Those intending to participate shall meet at the address above. Information concerning the meeting may be obtained by telephoning Ryan Kirkwood at (202) 226-1947.

(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)

52.217-5

Evaluation of Options (July 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

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 determinations of inapplicability*. An offeror requesting a determination regarding the 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 in the offer.

(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 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 cost.

(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 also may 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 FAR 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 FAR 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)

AOC52.215-4

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)

PART 1 - GENERAL

1.1 DRAWING TITLES:

(a) The drawings entitled "FY07 Sidewalk Replacement in Various Locations" prepared by Stephen T. Ayers, AIA, Acting Architect of the Capitol, dated 6/11/2007, 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
L100	Vicinity Map

2.2 CIVIL

Number	Title
L101	Area of Work and Scoring Plan For Area 1
L102	Area of Work and Scoring Plan For Area 2
L103	Area of Work and Scoring Plan For Area 3
L104	Area of Work For Area 4
L105	Scoring Plan For Area 4
L106	Area of Work and Scoring Plan For Area 5 and Area 6
L107	Area of Work For Area 7
L108	Scoring Plan For Area 7
L109	Area of Work and Scoring Plan Area 8 and Area 9
L110	Option Plan For Capitol Reflecting Pool
L111	Area of Work and Scoring Plan For Area 10
L112	Area of Work For Area 11
L113	Scoring Plan For Area 11
L114	Area of Work For Area 12
L115	Scoring Plan For Area 12
L116	Area of Work For Area 13

L117	Scoring Plan For Area 13
L118	Notes and Details

DIVISION 1 - GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 DESCRIPTION OF REQUIREMENTS:

A. **General Requirements**: The provisions or requirements of Division-1 apply to entire work of 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 "FY07 Sidewalk Replacement in Various Locations.," as shown on Contract Documents prepared by the Architect of the Capitol (AOC). Drawings and specifications are dated June 11, 2007.
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, Drawings, Amendments 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.

   a. Existing site conditions and restrictions on use of the site.
   b. Work performed prior to work under this contract.
   c. Alterations and coordination with existing work.

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. Erection of barricades and warning lights.
   b. Removal of indicated existing concrete sidewalk and preparation of subgrade.
   c. Provision of new aggregate concrete sidewalk.
   d. Realignment of existing granite curb and the replacement of any curb that is deemed unsafe for public.

4. **Informational Drawings:** Drawings indicated as “For Information Only” are included for convenience with the Contract Documents and are NOT Contract Documents. These drawings contain information requested by the AOC for the use of the Architect and other consultants to the AOC. The Contractor is expected to independently verify all

information shown and provide his own surveys, testing, and verification of conditions shown therein.

5. **Use of the Contract Documents:** The Contract Documents are comprised of the Drawings (produced by several disciplines), the Specifications, the Amendments, the Contract, approved Changes and other directives. These documents are not to be used separately for bid or construction as they represent the entirety of the project. The Contractor is responsible for insuring that the documents are used together.
6. **Phasing Plan**: No Phasing Plan is included in the Contract Documents. The Contractor is expected to complete all work sequentially to provide the minimum disruption of parking and normal building operations in the area. The Contractor will provide his own plan for approval by the Architect showing proposed sequencing of the work and coordination with Government parking requirements.

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**: Contract shall not have access to Government Buildings.

3. **Limitations on Use of the Site**: Limitations on site usage as well as specific requirements that impact site utilization are indicated on the Drawings 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. **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 Architect.
   b. **Maintain driveways** between and around combustible material storage piles at least 15' wide and free of accumulation of rubbish, equipment and materials. Maintain access for fire fighting equipment.
   c. **Do not unreasonably** encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to the areas indicated. If additional storage is necessary, obtain and pay for such storage off-site.
   d. **Provide 24hr/7day** access to the building by emergency vehicles and firefighting equipment.

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

D. **Government Occupancy**: The Government reserves the right to place and install equipment as necessary in completed areas of the building and to occupy such areas prior to final acceptance, provided that such occupancy does not substantially interfere with completion of the work. Such placing of equipment and partial occupancy shall not constitute acceptance of the work or any part of the work.

E. **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.

F. **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 Architect has authorized its use after determining that its use will not endanger human life or safety.

G. **Mechanical/Electrical Requirements of General Work**: Except as otherwise indicated, comply with applicable provisions of The National Electrical Code (NEC) and standards by 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.

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.

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 Architect 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 Architect 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 Architect for final decision.

    a. **Mount units of work** required to be accessible to handicapped people at heights prescribed by the Uniform Federal Accessibility Standards 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. Use wheelbarrows equipped with rubber tires over permanently exposed floors and paving. Provide special protection for works of art, as prescribed in the Contract Documents.

3. **Load all trucks** leaving the site with earthen materials or 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. Trucks bringing earthen materials over paved streets to the site shall be similarly covered.
4. **Clean sidewalks and streets** adjacent to site daily or more often as necessary, of debris spillage or mud/dirt tracked from loading and trucking involved in construction operations. Maintain suitable truck wheel washing installation and crew to prevent any mud from being carried onto adjacent paved streets. Conform to local regulations regarding load limits.

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.

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 Architect.

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. **Architect Notification**: To allow time for the Architect 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 Architect.
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 Architect immediately; subsequent excavation work shall proceed as directed by the Architect. 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, including the drawings. (Drawings must be recognized as diagrammatic in nature and not completely descriptive of the requirements indicated thereon). 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 term "testing laboratory" is 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 Architect 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 Architect for interpretation. Do not proceed with that portion of the work that is under question until the Architect has replied in writing. Delays necessitated by requests for interpretation shall not form the basis for a Change to the contract. The Architect's interpretation and decision shall be final. Procedures for resolving disagreements with the decision of the Architect 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.
   e. The Drawings. Large scale drawings take precedence over small scale drawings. Do not scale drawings.

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-equal-but-different requirements, and uncertainties as to which level of quality is more stringent, to the Architect 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.

1. **Mechanical/Electrical Drawings**: Graphic symbols used on mechanical and electrical drawings are generally aligned with symbols recommended by ASHRAE. Where appropriate, these symbols are supplemented by more specific symbols as recommended by other recognized technical associations including ASME, ASPE, IEEE and similar organizations. Refer instances of uncertainty to the Architect for clarification before proceeding.

F. **Industry Standards**: Except to the extent that more explicit or more stringent requirements are written directly into 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, or, if referred to in any Amendments, at the date of such Amendments.
2. **Abbreviations and Names**: The following acronyms or abbreviations as referenced in contract documents are defined to mean the associated names. 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:

AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol St.; suite 225; Washington, dc 20001; (202) 624-5800	
ACIL	American Council of Independent Laboratories 1725 K Street, NW; Washington, dc 20006;	(202) 887-5872
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
ASTM	ASTM International (American Society for Testing and Materials International) www.astm.org	(610) 832-9585

DHSS District of Columbia Department of Highway Standard Specifications for Streets and Alley

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 Government Printing Office www.access.gpo.gov/nara/cfr	 (888) 293-6498 (202) 512-1530
EPA	Environmental Protection Agency www.epa.gov	(800) 438-2474
FS	Federal Specification Available from Defense Automated Printing Service www.astimage.daps.dla.mil/online	 (215) 697-6257
	Available from General Services Administration www.fss.gsa.gov/pub/fed-specs.cfm	(202) 619-8925
	Available from National Institute of Building Sciences www.nibs.org	(202) 289-7800
OSHA	Occupational Safety and Health Administration www.osha.gov	(800) 321-OSHA (6742)

H. **District of Columbia Government Agencies**: Names and titles of local 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 DC 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.

DC-EHA	Environmental Health Administration Department of Health Government of the District of Columbia 51 N Street. N.E, Room 5030-B Washington, DC 20002 dchealth.dc.gov	(202) 535-2500
DDOT	District Department of Transportation 2000 14th Street, NW, 6th Floor Washington, DC 20009 ddot.dc.gov	(202) 673-6813

WASA	District of Columbia Water and Sewer Authority 5000 Overlook Avenue, S. W. Washington, DC 20032 www.dcwasa.com	(202) 787-2427

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 Architect.

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 Architect. Upon request, furnish samples of materials, without cost to the Government, for examination and testing.

1. **Submit 3 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 Architect as the first shop drawing submittal and comments made must be acknowledged and employed in the re-submission 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 six (6) copies of this schedule shall be submitted to the Architect.

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 Architect 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 Architect 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, "Changes," of the GENERAL CONDITIONS.
3. **Do not permit** submittal copies without an appropriate final "Action" marking by the Architect 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 Architect or to an individual designated by the Architect.

1. **Only the Architect** or an individual designated by the Architect can approve or disapprove submittals. Deviations and variations from the contract requirements contained in the submittal can be approved only by the Architect or by an individual delegated such authority by the Architect.
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 thirty (30) calendar days after receipt of the submittals by the Architect. Advise the Architect 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 Architect 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 Architect and ends when submittal leaves the Architect. 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 Architect'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 four (4) copies of each submittal requested.

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 Architect, marked with an action which indicates an observed non-compliance.

1) **Initial Submittal**: Except as otherwise indicated, submit four (3) copies of each required product data submittal, plus two (2) additional copies where required for maintenance manuals. The Architect 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 Architect, 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 Architect 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 Architect, in which case a list of data to be submitted later shall be included with the first submission.
   d. **Initial Submittal**: One correctable 1-1/2 mil translucent polyester reproducible print and one blue-line or black-line; reproducible will be returned.
   e. **Final Submittal**: 3 prints, plus 2 additional prints where required for maintenance manuals; 2 will be retained and remainder will be returned, one of which is to be marked-up and maintained by Contractor as "Record Document.".

3. **Samples**: Documentation required specifically for sample submittals includes a generic description of the sample, the sample source or the product name or manufacturer, compliance with governing regulations and recognized standards. In addition, indicate limitations in availability, sizes, delivery time, and similar limiting characteristics.

   a. **Preparation**: Where possible provide samples that are physically identical with the proposed material or product to be incorporated in the work; provide full scale, fully fabricated samples cured and finished in the manner specified. Where variations in color, pattern, or texture are inherent in the material or product represented by the sample, submit not less than 3 units of the sample, which show the full range of variations. Where samples are specified for the Architect's selection of color, texture or pattern, submit a full set of available choices for the material or product. Mount, display, or package samples in the manner specified to facilitate the review

of indicated qualities. Prepare samples to match the Architect's sample where so indicated.

b. **Submittal**: Submit 3 sets of samples in the final submittal, one set will be returned. If the submittal is for the Architect's selection of color, pattern, texture or similar characteristics from a manufacturer's standard range of choices, only a single set of samples is required for a preliminary submittal. The final submittal may then be limited only to those choices selected by the Architect for final incorporation into the Work.

c. **Mock-Ups** and similar samples specified in individual work sections are special types of samples. Comply with sample submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

4. **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 off site fabrication facilities by the Architect. 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 2 executed copies of such warranties, bonds or agreements. Provide 2 additional copies where required for maintenance manuals.

d. **Traffic Control**: Submit a site plan and details for review and approval by the Architect to diagrammatically indicate proposed measures for safely and efficiently controlling and re-routing traffic as necessary to enable construction work, deliveries, paving, 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 on the site and at adjacent locations.

e. **Safety Plan:** Provide a Safety Plan meeting OSHA and AOC safety Guidelines for work in hazardous environments (Areas where high voltage and large moving equipment are found). Plan shall define number of individuals on the job site(s), their training, typical safety equipment to be used, and procedures for addressing typical hazardous conditions.

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

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

1. **If no changes** to the drawing are required, three (3) prints and the reproducible drawing will be returned to the Contractor, bearing the stamp of the Architect, 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 Architect without re-submission of the drawing three (3) prints and the reproducible drawing will be returned to the Contractor bearing the Stamp of the Architect stating "Approved as Noted." The Contractor shall proceed with fabrication and/or construction in accordance with the Architect's corrections, and resubmit corrected copy for the Architect's records.
3. **If changes** to the drawing are required, but are of such nature that fabrication or construction cannot proceed, three (3) prints and the reproducible drawing will be returned to the Contractor, bearing the stamp of the Architect stating - "Revise and Resubmit." In such a case, the Contractor shall resubmit the drawings, properly corrected. Upon re-submission of shop drawings, if any corrections or changes are made other than those marked by the Architect, 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 Architect stating - "REJECTED." In such a case, the Contractor shall submit a new product which complies with the technical specifications.
5. **Other Action**: Where the submittal is returned, marked with the Architect'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 Architect 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 Architect. 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", and the NECA National Joint Guideline NJC-6 "Temporary Job Utilities and Services".

   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 Architect will designate a connection point for installation of temporary service to the project to existing service. Arrange with the Architect 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 (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, panelboards, 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 Telephones**: Arrange for cellular service to the contractor's site superintendent.
4. **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.
5. **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.

6. **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 clearly-labeled 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 thirty (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. **Construction trailers and storage sheds** are not permitted due to site constraints. Small storage containers may be accommodated, space permitting and with the approval of the Architect.
2. **Project Signage**: No signs, other than safety signs, may be erected on the site unless specifically indicated otherwise.
3. **Access Roads**: To the fullest extent possible, locate temporary roads and paving for storage areas and temporary parking, in the same locations as permanent facilities for similar uses. To incorporate temporary paving provisions, review significant modifications of permanent paving requirements with the Architect for acceptance of the proposed improvements.

    a. **Provide temporary traffic control** facilities at the juncture of temporary roads with public roads, including warning signs for public traffic and "STOP" signs for the access road entrance onto public roads. Comply with requirements and recommendations of local traffic authorities.

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 underground utility lines in sidewalks, streets or other areas, in, under or around the site, to the satisfaction of the Architect, the District of Columbia, and other authorities having jurisdiction. Prior to commencing work which may affect or disturb underground utilities, consult with the Architect.
2. **Provide a reasonably neat** and uniform appearance in security and protection facilities acceptable to the Architect.
3. **Except for utilization** of permanent fire protection facilities, as soon as available in each area, do not change over from use of temporary security and protection facilities to use of permanent facilities until near final acceptance, or for longer periods of time as requested by the Architect.
4. **Barricades and Fences**: Comply with recognized standards and code requirements for the erection of substantial, structurally adequate barricades where needed to prevent accidents and losses. Paint with appropriate colors, graphics and warning signs to inform personnel at the site and the public, of the hazard being protected against. Provide lighting where appropriate and needed, including flashing red lights where appropriate.

    a. **When excavation** or other substantial elements of the Work begin, install a general enclosure barricade around work areas. Install in a manner that will prevent persons, dogs and similar animals from easily entering the area.

5. **Sidewalk Bridge and Walkway**: Erect a substantial, structurally adequate protective bridge for the passage of persons along the walkway wherever the possibility exists that materials might be hoisted from the roadway, across walkway and onto site. Coordinate with project entrance gates and other facilities and obstructions. Comply with governing regulations and requests of governing authorities.

a. **Construct the sidewalk bridge** using heavy scaffold or shoring type framing, waterproofed heavy wood plan-K overhead decking, protective plywood enclosure walls, handrails, barricades, warning signs, lights, safe and well-drained walkways and similar provisions for protection and safe passage. Paint and maintain the facility in a manner acceptable to the Government.
b. **Construct the back wall** to serve as the project enclosure fence. Extend the framed plywood backwall beyond the bridge structure, as needed, to complete the enclosure fence.

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 Architect.
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, first aid stations, toilets, wash facilities, lunchrooms and similar areas. Require users of other temporary facilities to help maintain a clean and orderly premises.
4. **Dust Control**: During periods of construction activity creating dust conditions sprinkle periodically the site areas disturbed by Contractor's operation or 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 be permitted only for cleaning non-particulate debris. 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, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result from the performance of work at the site.

7 **Sewers and Drainage**: If existing sewers are available for temporary drainage near the site prior to completion of permanent sewers, provide temporary connections to remove effluent that can be lawfully discharged into the sewers. If existing sewers nor drainage facilities can be lawfully used for discharge of effluent, provide containers to remove and dispose of effluent off the site in a lawful manner.

8. **Dewatering Facilities and Drains**: For temporary drainage and dewatering facilities and operations not directly associated with performance of work included under individual work sections, comply with dewatering requirements of applicable Division-2 sections. Where feasible, utilize the same facilities. Maintain the site, excavations and construction free of water.

9 . **Snow and Ice Control**: Keep access to building and work areas clear of snow adequately to permit access while work is in progress. Do not allow snow and ice to accumulate so as to overload or otherwise endanger any portion of the Work. Do not allow snow and ice to accumulate over surfaces that can be damaged upon thawing.

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.

   a. **Prevent water filled piping from freezing** by use of ground covers, insulation, by keeping drained or by temporary heating. Maintain distinct markers for underground lines. Protect from damage during excavation operations. Prevent contamination of water sources.

3. **Termination and Removal**: Unless the Architect 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. **Remove temporary roads** and paving materials which are not intended for or acceptable for integration into permanent paving. Where the area shown is intended for landscape development, remove soil and aggregate fill that does not comply with requirements for fill or subsoil in the landscape area. Remove materials contaminated with road oil, asphalt and other petro-chemical compounds, and other substances which might impair growth of plant materials or lawns. Repair or replace street paving, curbs and sidewalks at the temporary entrances, as required by the governing authority.

b. **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.

c. **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, street furniture, paving, sprinkler systems, utilities, plant, trees and turf materials. Procedures which may be required include de-compaction of compacted soils, addition of soil amendments, aeration, re-grading and removal of contaminated materials or other procedures as may be necessary.

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 Architect 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 Architect.

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. 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 performances.

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 Architect. 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 Architect 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 Architect, duplicate its field performance for the same period of time. The Architect 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.

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 Architect's inspection for Final Acceptance.
b. **Remove labels** which are not required as permanent labels.
c. **Clean transparent materials**, including mirrors and glass in doors and windows, 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. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.

f. **Clean the project site**, including landscape development areas, of rubbish, litter and other foreign substances. Sweep paved areas to a broom clean condition; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.

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 Architect'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.

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 Architect'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 Architect'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 Architect.
4. **Submit final meter readings for utilities**, a measured record of stored fuel, and similar data either as of the date of substantial completion, or else when the Government took possession of and responsibility for corresponding elements of the Work.

5. **Submit** consent of surety.

I. **Reinspection Procedures**: The Architect 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 Architect.

J. **Removal of Protection**: Except as otherwise indicated or requested by the Architect, 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.

END OF SECTION 01000.

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. National Fire 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 before start of work 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 02300 - EARTHWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. **Drawings** and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. **This Section** includes the following:

1. Preparing subgrades for walks and pavements.
2. Excavating and backfilling.
3. Subbase course for concrete walks and pavements.
4. Subbase and base course for asphalt paving.

B. **Related Sections** include the following:

1. Division 1 Section GENERAL REQUIREMENTS, Article "Unit Prices" for excavation and authorized additional excavation provisions.
2. Division 1 Section GENERAL REQUIREMENTS, Article "Construction Progress Documentation and Photographic Documentation" for recording pre-excavation and earthwork progress.
3. Division 1 Section GENERAL REQUIREMENTS, Article "Temporary Facilities and Controls" for temporary controls, utilities, and support facilities.
4. Division 2 Section EXPOSED AGGREGATE CONCRETE.

1.3 DEFINITIONS

A. **Backfill:** Soil material or controlled low-strength material used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. **Base Course:** Course placed between the subbase course and hot-mix asphalt paving.

C. **Bedding Course:** Course placed over the excavated subgrade in a trench before laying pipe.

D. **Borrow Soil:** Satisfactory soil imported from off-site for use as fill or backfill.

E. **Drainage Course:** Course supporting the slab-on-grade that also minimizes upward capillary flow of pore water.

F. **Excavation**: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
2. Bulk Excavation: Excavation more than 10 feet in width and more than 30 feet in length.
3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.

G. **Fill:** Soil materials used to raise existing grades.

H. **Rock:** Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material 3/4 cu. yd. or more in volume that exceed a standard penetration resistance of 100 blows/2 inches when tested by an independent geotechnical testing agency, according to ASTM D 1586.

I. **Structures:** Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

J. **Subbase Course:** Course placed between the subgrade and base course for hot-mix asphalt pavement, or course placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.

K. **Subgrade:** Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.

L. **Utilities:** On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.4 **SUBMITTALS**

A. **Product Data:** For the following:

1. Each type of plastic warning tape.
2. Geotextile.

1.5 **QUALITY ASSURANCE**

A. **Pre-excavation Conference:** Conduct conference at Project site to comply with requirements in Division 1 Section GENERAL REQUIREMENTS.

1.6 **PROJECT CONDITIONS**

A. **Existing Utilities:** Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Architect and then only after arranging to provide temporary utility services according to requirements indicated.

1. Notify Architect not less than two days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Architect's written permission.
3. Contact utility-locator service for area where Project is located before excavating.

B. **Demolish** and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.

PART 2 - PRODUCTS

2.1 **SOIL MATERIALS**

A. **General:** Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

B. **Satisfactory Soils:** ASTM D 2487 Soil Classification Groups GW, GP, GM, SW, SP, and SM, or a combination of these groups; free of rock or gravel larger than 2 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

C. **Unsatisfactory Soils:** Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups.

1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

D. **Subbase Material:** Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch (37.5-mm) sieve and not more than 12 percent passing a No. 200 (0.075-mm) sieve.

E. **Base Course:** Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch (37.5-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.

F. **Engineered Fill:** Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch (37.5-mm) sieve and not more than 12 percent passing a No. 200 (0.075-mm) sieve.

G. **Bedding Course:** Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch (25-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.

H. **Drainage Course:** Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch (37.5-mm) sieve and 0 to 5 percent passing a No. 8 (2.36-mm) sieve.

I. **Filter Material:** Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch (25-mm) sieve and 0 to 5 percent passing a No. 4 (4.75-mm) sieve.

J. **Sand:** ASTM C 33; fine aggregate, natural, or manufactured sand.

K. **Impervious Fill:** Clayey gravel and sand mixture capable of compacting to a dense state.

2.2 GEOTEXTILES

A. **Separation Geotextile:** Woven geotextile fabric, manufactured for separation applications, made from polyolefins or polyesters; with elongation less than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:

1. Survivability: Class 2; AASHTO M 288.
2. Grab Tensile Strength: 247 lbf (1100 N); ASTM D 4632.
3. Sewn Seam Strength: 222 lbf (990 N); ASTM D 4632.
4. Tear Strength: 90 lbf (400 N); ASTM D 4533.
5. Puncture Strength: 90 lbf (400 N); ASTM D 4833.
6. Apparent Opening Size: No. 60 (0.250-mm) sieve, maximum; ASTM D 4751.
7. Permittivity: 0.02 per second, minimum; ASTM D 4491.
8. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.

2.3 ACCESSORIES

A. **Warning Tape:** Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches (150 mm) wide and 4 mils (0.1 mm) thick, continuously inscribed with a description of the utility; colored as follows:

B. **Detectable Warning Tape:** Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches (150 mm) wide and 4 mils (0.1 mm) thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector

when tape is buried up to 30 inches (750 mm) deep; colored as follows:

1. Red: Electric.
2. Yellow: Gas, oil, steam, and dangerous materials.
3. Orange: Telephone and other communications.
4. Blue: Water systems.
5. Green: Sewer systems.

PART 3 - EXECUTION

3.1 PREPARATION

A. **Protect structures**, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

B. **Preparation of subgrade** for earthwork operations including removal of vegetation, topsoil, debris, obstructions, and deleterious materials from ground surface.

C. **Protect and maintain** erosion and sedimentation controls, during earthwork operations.

D. **Provide protective** insulating materials to protect subgrades and foundation soils against freezing temperatures or frost.

3.2 EXPLOSIVES

A. **Explosives:** Do not use explosives.

3.3 EXCAVATION, GENERAL

A. **Unclassified Excavation:** Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.

1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
2. Remove rock to lines and grades indicated to permit installation of permanent construction.

B. **Classified Excavation:** Excavate to subgrade elevations. Material to be excavated will be classified as earth and rock. Do not excavate rock until it has been classified and cross sectioned by Architect. The Contract Sum will be adjusted for rock excavation according to unit prices included in the Contract Documents. Changes in the Contract time may be authorized for rock excavation.

1. Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; together with soil, boulders, and other materials not classified as rock or unauthorized excavation.

   a. Intermittent drilling; ram hammering; or ripping of material not classified as rock excavation is earth excavation.

2. Rock excavation includes removal and disposal of rock. Remove rock to lines and subgrade elevations indicated to permit installation of permanent construction.

3.4 EXCAVATION FOR WALKS AND PAVEMENTS

A. **Excavate surfaces** under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.5 SUBGRADE INSPECTION

A. **Notify Architect** when excavations have reached required subgrade.

B. **If Architect** determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.

C. **Proof-roll subgrade** below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.

1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph (5 km/h).
2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Architect, and replace with compacted backfill or fill as directed.

D. **Authorized additional excavation** and replacement material will be paid for according to Contract provisions for changes in the Work.

E. **Reconstruct subgrades** damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

3.6 STORAGE OF SOIL MATERIALS

A. **Stockpile borrow soil** materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.7 BACKFILL

A. **Place and compact backfill** in excavations promptly, but not before completing the following:

1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
2. Surveying locations of underground utilities for Record Documents.
3. Testing and inspecting underground utilities.
4. Removing concrete formwork.
5. Removing trash and debris.
6. Removing temporary shoring and bracing, and sheeting.
7. Installing permanent or temporary horizontal bracing on horizontally supported walls.

B. **Place backfill** on subgrades free of mud, frost, snow, or ice.

3.8 UTILITY TRENCH BACKFILL

A. **Place backfill** on subgrades free of mud, frost, snow, or ice.

B. **Place and compact** bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.

C. **Place and compact** initial backfill of satisfactory soil, free of particles larger than 1 inch (25 mm) in any dimension, to a height of 12 inches (300 mm) over the utility pipe or conduit.

D. **Backfill voids** with satisfactory soil while installing and removing shoring and bracing.

E. **Place and compact** final backfill of satisfactory soil to final subgrade elevation.

F. **Install warning tape** directly above utilities, 12 inches (300 mm) below finished grade, except 6 inches (150 mm) below subgrade under pavements and slabs.

3.9 SOIL MOISTURE CONTROL

A. **Uniformly moisten** or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.

1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
2. Remove and replace, or scarify and air dry otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.10 COMPACTION OF SOIL BACKFILLS AND FILLS

A. **Place backfill** and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches (100 mm) in loose depth for material compacted by hand-operated tampers.

B. **Place backfill** and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.

C. **Compact soil** materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698.
1. Under walks, steps and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.
2. Under lawn or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 80 percent.
3. For utility trenches, compact each layer of initial and final backfill soil material at 85 percent.

3.11 GRADING

A. **General:** Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between adjacent existing grades and new grades.
2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

B. **Site Grading:** Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:

1. Lawn or Unpaved Areas: Plus or minus 1 inch.
2. Walks: Plus or minus 1 inch.
3. Pavements: Plus or minus ½ inch.

3.12 SUBBASE AND BASE COURSES

A. **Place subbase** and base course on subgrades free of mud, frost, snow, or ice.

B. **On prepared subgrade**, place subbase and base course under pavements and walks as follows:

1. Install separation geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
2. Place base course material over subbase course under hot-mix asphalt pavement.
3. Shape subbase and base course to required crown elevations and cross-slope grades.
4. Place subbase and base course 6 inches (150 mm) or less in compacted thickness in a single layer.
5. Place subbase and base course that exceeds 6 inches (150 mm) in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches (150 mm) thick or less than 3 inches (75 mm) thick.
6. Compact subbase and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

3.13 FIELD QUALITY CONTROL

A. **Testing Agency:** Contractor will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.

B. **Allow testing agency** to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.

C. **Testing agency will** test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:

1. Paved Areas: At subgrade and at each compacted fill and backfill layer, at least 1 test for every 2000 sq. ft. or less of paved area or building slab, but in no case fewer than 3 tests.
2. Trench Backfill: At each compacted initial and final backfill layer, at least 1 test for each 150 feet or less of trench length, but no fewer than 2 tests.

D. **When testing agency** reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

3.14 PROTECTION

A. **Protecting Graded Areas:** Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. **Repair and reestablish grades** to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.

C. **Where settling occurs** before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.15 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. **Disposal:** Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Government property.

B. **Disposal:** Transport surplus satisfactory soil to designated storage areas on Government property. Stockpile or spread soil as directed by Architect.

1. Remove waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Government property.

END OF SECTION 02300

SECTION 02513 - EXPOSED AGGREGATE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. **Drawings** and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 DESCRIPTION OF WORK:

A. **Where indicated** by Summary of Work, Division 1 Section GENERAL REQUIREMENTS, and as indicated on the Contract Drawings. Remove existing concrete paving and replace with new materials as specified in this Section.

1. Provide expansion joint assemblies, every sixty feet, within new sidewalks and where new sidewalks meet existing sidewalks.
2. Provide Load Transfer Assemblies, at every expansion joint, within new sidewalks and where new sidewalks meet existing sidewalks.
3. Provide isolation joints where new sidewalks abut curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.
4. Reset and realign existing granite curbs and gutters abutting new sidewalks to be poured. Replace granite curbs if needed when in agreement with Architect.

B. **Related Sections** include the following:

1. Division 2 Section EARTHWORK for subgrade preparation, grading, and subbase course.
2. Division 2 Section PAVEMENT JOINT SEALANTS for expansion and isolation joints in concrete pavement and with adjacent construction.

1.3 DEFINITIONS

A **Cementitious Materials:** Portland cement alone.

1.4 SUBMITTALS

A. **Product Data:** For each type of manufactured material and product indicated.

B. **Design Mixtures:** For each concrete pavement mixture. Include alternate mixture designs when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

C. **Aggregate:** 5-10 lb. bag of aggregate to be used in seeding process. An aggregate sample should also be produced with each aggregate delivery.

D. **Load Transfer Assembly:** Typical assembly and method of installation

E. **Qualification Data:** For manufacturer and testing agency.

F. **Material Certificates:** Signed by manufacturers certifying that each of the following materials complies with requirements:

1 Cementitious materials.
2 Steel reinforcement and reinforcement accessories.
3 Fiber reinforcement.
3. Admixtures.
4. Curing compounds.
5. Applied finish materials.
6. Bonding agent or adhesive.

7. Joint fillers.

G. **Field quality-control** test reports.

H. **Minutes** of pre-installation conference.

1.5 **QUALITY ASSURANCE**

A. **Installer Qualifications:** A Contractor who qualifies as a “Specialist” under the provisions of Division 1 Section GENERAL REQUIREMENTS.

B. **Manufacturer Qualifications:** Manufacturer of ready-mixed concrete products who complies with ASTM C 94/C 94M requirements for production facilities and equipment.

1 Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

C. **Codes and Standards**:

1. ACI 301 "Specifications for Structural Concrete"; comply with applicable provisions as otherwise indicated.
2. District of Columbia Department of Highways and Traffic, "Standard Specifications for Highways and Structures" (DHSS). Paragraphs of DHSS referring to basis of payment shall not apply to this Work.

D. **Mockups:** Cast mockups of full-size sections of concrete pavement to demonstrate typical joints, surface finish, texture, color, and standard of workmanship.

1. Build 2 mockups in a location, directed by Architect, and of the size 4'-0" x4'-0" or, if not indicated, as directed by Architect.
2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
3. Obtain Architect's approval of mockups before starting construction.
4. Demolish and remove approved mockups from the site when directed by Architect.
5. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

E. **Pre-installation Conference:** Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."

1. Before submitting design mixtures, review concrete pavement mixture design and examine procedures for ensuring quality of concrete materials and concrete pavement construction practices. Require representatives, including the following, of each entity directly concerned with concrete pavement, to attend conference:

a. Contractor's superintendent.
b. Independent testing agency responsible for concrete design mixtures.
c. Ready-mix concrete producer.
d. Concrete pavement subcontractor.

F. **Source Limitations:** Obtain each type or class of cementitious materials of the same brand from the same manufacturer’s plant and each aggregate from one source.

1.6 **PRODUCT HANDLING**

A. **Deliver, store and handle** concrete products, including bulk materials, in a manner to afford least interference with parking and traffic areas. Store material on site where directed by the Architect.

1.7 PROJECT CONDITIONS

A. **Traffic Control:** Maintain access for vehicular and pedestrian traffic as required for other construction activities.

B. **Curb Realignment:** All granite curbs abutting sidewalks to be replaced shall be realigned to proper grade. If any granite curbs are broken or chipped so as to create a hazard, the curbs shall be replaced with like curbing. All hazardous curbs shall be agreed upon with the Architect.

PART 2 - PRODUCTS

2.1 FORMS

A. **Form Materials:** Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces.

1. Use flexible or curved forms for curves with a radius 100 feet (30.5 m) or less.
2. All forms/materials shall be new or in “like new” condition.

B. **Form-Release Agent:** Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

2.2 STEEL REINFORCEMENT

A. **Plain-Steel Welded Wire Reinforcement:** Plain steel, ASTM A 185, flat sheet, 6" x 6", No. 8 by No. 8, unless otherwise indicated, placed 1-1/2" below top of slab.

B. **Deformed-Steel Welded Wire Reinforcement:** ASTM A 497, flat sheet.

C. **Reinforcing Bars:** ASTM A 615/A 615M, Grade 60 (Grade 420); deformed.

D. **Steel Bar Mats:** ASTM A 184/A 184M; with ASTM A 615/A 615M, Grade 60 (Grade 420), deformed bars; assembled with clips.

E. **Plain Steel Wire:** ASTM A 82, as drawn.

F. **Deformed-Steel Wire:** ASTM A 496.

G. **Joint Dowel Bars:** Plain steel bars, ASTM A 615/A 615M, Grade 60 (Grade 420). Cut bars true to length with ends square and free of burrs.

H. **Tie Bars:** ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.

I. **Hook Bolts:** ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6), internally and externally threaded. Design hook-bolt joint assembly to hold coupling against pavement form and in position during concreting operations, and to permit removal without damage to concrete or hook bolt.

J. **Bar Supports:** Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete, and as follows:

1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.

2.3 CONCRETE MATERIALS

A. **Cementitious Material:** Use the following cementitious materials, of the same type, brand, and source throughout the Project:

1. Portland Cement: ASTM C 150, Type 1.

B. **Normal-Weight Aggregates:** ASTM C 33, Class 4S coarse aggregate, uniformly graded. Provide aggregates from a single source.

1. Aggregate for "seeding": Washed, buff-colored river gravel, screened to no smaller than 1/8" in diameter and no larger than ½" in diameter for "seeding" aggregate; free from deleterious materials such as iron oxides and iron pyrites, conforming to related subparagraphs of DHSS, Article 803 "Aggregates", and selected for uniformity.
2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement. Color shall be brown to yellow.

C. **Water:** Clean/potable, per ASTM C 94/C 94M.

D. **Air-Entraining Admixture:** ASTM C 260, 6% entrained air.

E. **Chemical Admixtures:** Provide admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.

1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
2. Retarding Admixture: ASTM C 494/C 494M, Type B.
3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

2.4 CURING MATERIALS

A. **Absorptive Cover:** AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) dry.

B. **Moisture-Retaining Cover:** ASTM C 171 or ASTM D 2103, polyethylene film, minimum 2 mils thick.

C. **Water:** Potable.

D. **Evaporation Retarder:** Waterborne, monomolecular film forming; manufactured for application to fresh concrete.

1. Products:

a. Euclid Chemical Company (The); Concrete Surface Retarder, Formula `S'.
b. Conspec Marketing & Manufacturing Co., Inc.; Aquafilm.
c. Dayton Superior Corporation; Sure Film.
d. ChemMasters; Spray Film.
e. Lambert Corporation; Lambco Skin.
f. L&M Construction Chemicals, Inc.; E-Con.
g. Sika Corporation, Inc.; SikaFilm.
h. Or Approved Equal.

E. **Clear Waterborne Membrane-Forming Curing Compound:** ASTM C 309, Type 1, Class B.

F. **White Waterborne Membrane-Forming Curing Compound:** ASTM C 309, Type 2, Class B.

2.5 RELATED MATERIALS

A. **Expansion- and Isolation-Joint-Filler Strips:** Pre-formed cork or self-expanding cork strips complying with ASTM D 1752 for Type II, ½" thick x 6" wide, trimmed to fit finish height.

B. **Bonding Agent:** ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

2.6 CONCRETE MIXTURES

A. **Prepare design mixtures**, proportioned according to ACI 301, for each type and strength of normal-weight concrete determined by either laboratory trial mixes or field experience. No carbon black, calcium chloride or any other additive shall be used in mix other than admixtures specified above.

1. Use a qualified independent testing agency for preparing and reporting proposed concrete mixture designs for the trial batch method.

B. **Proportion mixtures** to provide normal-weight concrete with the following properties:

1. Single Course: Sidewalks shall be constructed in one 6" thick course of concrete with:

a. Compressive Strength (28 Days): 4,500 psi (31 MPa).
b. Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.45.
c. Slump Limit: 4 inches (125 mm), plus or minus 1 inch (25 mm).

2. Aggregate shall be seeded onto the surface of freshly poured Portland cement, distributed evenly and in a quantity sufficient to assure that the surface finish will consist of exposed aggregate gravel primarily, with a bare minimum of exposed matrix.

C. **Add air-entraining admixture** at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:

1. Air Content: 6 percent plus or minus 1.5 percent for 3/4-inch (19-mm) nominal maximum aggregate size

D. **Limit water-soluble**, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.

E. **Chemical Admixtures:** Use admixtures according to manufacturer's written instructions.

1. Use water-reducing admixture in concrete, as required, for placement and workability.

2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.

2.7 CONCRETE MIXING

A. **Ready-Mixed Concrete:** Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Furnish batch certificates for each batch discharged and used in the Work.

1. When air temperature is between 85 deg F (30 deg C) and 90 deg F (32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

B. **Project-Site Mixing:** Only permitted with written permission from Architect.

2.9 CONCRETE SEALER

A. **Clear, water-based**, epoxy-modified, solvent-free, breathable pavement sealer complying with the following:

1. Permeability: ASTM E514, zero water penetration rate.
2. Water Vapor Transmission: ASTM D1653, min. 60 grams/meter^2/day at average dry film thickness of 3.5 to 4.0 mils and a relative humidity of 40%.

B. **Acceptable products** include Surebond SB-7000, or approved equal.

PART 3 - EXECUTION

3.1 EXAMINATION

A. **Examine exposed subgrades** and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.

B. **Proceed with concrete pavement** operations only after nonconforming conditions have been corrected and subgrade is ready to receive pavement.

3.2 PREPARATION

A. **Protect trees**, shrubs, accessible ramps, and walls adjacent to work site. Exercise special care to avoid damaging tree roots and disturbing the existing accessible ramps under work areas. Obtain permission of Architect prior to cutting any tree roots.

B. **Reset granite** curbing that is out of alignment. For resetting, a bed of DHSS class “DD” concrete shall be placed in a trench to a thickness of 3" min. as may be required to bring curbing to proper grade and to requirements of DHSS, paragraph 485 (C). Where relevant, finish grade of curbing shall be flush with grade of sidewalks to conform to drainage flow, except as directed at the site.

C. **Protect all granite curbs** that abut work. Upon completion of the resetting of curbs that are out of alignment, cover granite curbs with heavy gauge polyethylene and seal so that no dampness from new concrete contacts granite. Maintain protection during length of Contract.

D. **Remove soil** in designated work areas where new sidewalks are indicated and promptly dispose of off-site.

E. **Remove designated existing sidewalks** by blocks or sections. Using masonry saws, cut along existing designated joints to minimum depth of 2"; demolish areas of defective concrete between cut lines and remove debris. Do not damage sidewalks indicated to remain. Dispose of debris off site in lawful manner. Unless otherwise permitted by the Architect, concrete sections shall be removed and resulting joint shall occur at:

1. Tooled joints.
2. Expansion or Contraction joints.
3. Change in plane.
4. Similar areas for logical break, as determined by the Architect.

F. **New joint** shall replicate function of joint being replaced.

G. **Grade subgrade area,** if required, to depth necessary to comply with specifications. Remove any unsuitable material encountered and replace with approved material, furnished by Contractor, as directed by the Architect.

H. **Remove loose material** from compacted subbase surface immediately before placing concrete.

3.3 EDGE FORMS AND SCREED CONSTRUCTION

A. **Set, brace, and secure edge forms**, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.

B. **Clean forms** after each use and coat with form-release agent to ensure separation from concrete without damage.

3.4 STEEL REINFORCEMENT

A. **General:** Comply with ACI 301 for fabricating, placing, and supporting reinforcement.

B. **Clean reinforcement** of loose rust and mill scale, earth, ice, or other bond-reducing materials.

C. **Accurately position**, support and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcement bars.

D. **Install welded wire reinforcement** in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

E. **Install fabricated bar mats** in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities, or replace units as required before placement. Set mats for a minimum 2-inch (50-mm) overlap of adjacent mats.

3.5 JOINTS

A. **General:** Form construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.

1. When joining existing pavement, place transverse joints to align with previously placed joints, unless otherwise indicated.

B. **Construction Joints:** Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour unless pavement terminates at isolation joints.

1. Continue steel reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of pavement strips, unless otherwise indicated.
2. Provide tie bars at sides of pavement strips where indicated.
3. Butt Joints: Use bonding agent or adhesive at joint locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
4. Keyed Joints: Provide preformed keyway-section forms or bulkhead forms with keys, where indicated. Embed keys at least 1-1/2 inches (38 mm) into concrete.
5. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt-coat one-half of dowel length to prevent concrete bonding to one side of joint.

C. **Isolation Joints:** Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.

1. Extend joint fillers full width and depth of joint.
2. Terminate joint filler not less than 1/2 inch (13 mm) or more than 1 inch (25 mm) below finished surface if joint sealant is indicated.
3. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.

4. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
5. Protect top edge of joint filler during concrete placement with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.

D. **Expansion Joints:** Locate expansion joints at intervals of 60 feet, unless otherwise indicated.

1. Provide Load Transfer Assemblies at every expansion joint, within new sidewalks and where new sidewalks abut existing sidewalks.
2. Extend joint fillers full width and depth of joint.
3. Terminate joint filler not less than 1/2 inch (13 mm) or more than 1 inch (25 mm) below finished surface if joint sealant is indicated.
4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
6. Protect top edge of joint filler during concrete placement with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.

E. **Contraction Joints:** Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, to match jointing of existing adjacent concrete pavement or as specified by Architect.

1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 1/4-inch (6-mm) radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover marks on concrete surfaces.

3.6 CONCRETE PLACEMENT/FINISHING

A. **Inspection:** Before placing concrete, inspect completed formwork installation, steel reinforcement, and items to be embedded or cast in. Notify other trades to permit installation of their work.

B. **Remove snow**, ice, or frost from subbase surface and reinforcement before placing concrete. Do not place concrete on frozen surfaces.

C. **Moisten subbase** to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.

D. **Comply with ACI 301** requirements for measuring, mixing, transporting, and placing concrete.

E. **Do not add water** to concrete during delivery or at Project site.

F. **Do not add water** to fresh concrete after testing.

G. **Deposit and spread** concrete in continuous operation between transverse joints with load transfer assemblies as far as practical. If interrupted for more than ½ hour, place construction joint. Sections more than 20' in length between transverse assemblies and 60' in length between load transfer assemblies will not be permitted. Remove such sections when directed by Architect.

H. **Consolidate concrete** according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.

1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.

I. **Strike surface course** with straightedge resting on forms, work by screeding and wood floating until concrete presents smooth, well-compacted mass. Do not overwork concrete and bring excess water to surface. Check work with 10' straightedge as work proceeds and correct high/low spot defects. Do not sprinkle dry cement on any concrete surface.

J **Score joints** to conform to surrounding areas, where applicable score joints shall coincide with perpendicular-to-pedestrian-flow edges of tree openings. Other score joints shall be evenly placed at approximately ten feet on center (10' o.c.) . Make marking and Contraction joints accurately with tapered bar or plate. Width and depth of joints shall match existing work or shall be as approved by Architect.

K. **Apply retarder** with low pressure spray over wearing surface according to manufacturer's recommendations to etch concrete approximately 1/16".

L **When concrete has set sufficiently**, immediately brush surface with narrow wire brushes, hose to expose aggregate, and broom to remove loosened materials. Exercise unusual care not to loosen or dislodge exposed aggregate. Do not over brush.

M. **Patching** of newly installed exposed aggregate concrete surfaces will not be permitted. Cut out to nearest joint with power saw and remove defective concrete sections. Install new sections to replace cut out sections at no additional cost to the Government.

N. **When adjoining pavement lanes** are placed in separate pours, do not operate equipment on concrete until pavement has attained 85 percent of its 28-day compressive strength.

O. **Cold-Weather Placement:** Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

1. When air temperature has fallen to or is expected to fall below 40 deg F (4.4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C) and not more than 80 deg F (27 deg C) at point of placement.
2. Do not use frozen materials or materials containing ice or snow.
3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mix designs.

P. **Hot-Weather Placement:** Comply with ACI 301 and as follows when hot-weather conditions exist:

1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F (32 deg C) at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.8 CONCRETE PROTECTION AND CURING

A. **General:** Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

B. **Comply with ACI 306.1** for cold-weather protection.

C. **Evaporation Retarder:** Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing and screeding concrete.

D. **Begin curing** after finishing concrete but not before free water has disappeared from concrete surface.

E. **Curing Methods:** Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:

1. Moist Curing: Keep surfaces continuously moist for not less than seven days with the following materials:

   a. Water.
   b. Continuous water-fog spray.
   c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch (300-mm) lap over adjacent absorptive covers.

2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

F. **After curing**, wash and scrub exposed concrete surfaces with diluted muriatic acid until exposed surfaces are free from cement film and discoloration. Following cleaning, wash with clear water. The diluted muriatic acid shall be collected and disposed of properly. Run-off with a pH of 2 or below shall be treated as hazardous waste, and disposed of off-site in accord with all applicable regulations.

G. **Seal pavement** according to sealer manufacturer’s recommendations. Do not apply sealer prior to passing of required cure time. Remove all excess and spillage immediately.

3.9 PAVEMENT TOLERANCES

A. **Comply with tolerances** of ACI 117 and as follows:

1. Elevation: 1/4 inch .
2. Thickness: Plus 3/8 inch, minus 1/4 inch.
3. Surface: Gap below 10-foot- long, unleveled straightedge not to exceed 1/4 inch.
4. Lateral Alignment and Spacing of Tie Bars and Dowels: 1 inch.
5. Vertical Alignment of Tie Bars and Dowels: 1/4 inch.
6. Alignment of Tie-Bar End Relative to Line Perpendicular to Pavement Edge: 1/2 inch.
7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Pavement Edge: Length of dowel 1/4 inch per 12 inches.
8. Contraction Joint Depth: Plus 1/4 inch, no minus.
9. Joint Width: Plus 1/8 inch, no minus.

3.10 FIELD QUALITY CONTROL

A. **Testing Agency:** Engage a qualified independent testing and inspecting agency to sample materials, perform tests, and submit test reports during concrete placement according to requirements specified in this Article.

B. **Testing Services:** Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:

1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mix exceeding 5 cu. yd. (4 cu. m), but less than 25 cu. yd. (19 cu. m), plus one set for each additional 50 cu. yd. (38 cu. m) or fraction thereof.

   a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mix, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

2. Slump: ASTM C 143; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mix. Perform additional tests when concrete consistency appears to change.

3. Air Content: ASTM C 231, pressure method, for normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.

4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F (4.4 deg C) and below and when 80 deg F (27 deg C) and above, and one test for each composite sample.

5. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of four standard cylinder specimens for each composite sample.

6. Compressive-Strength Tests: ASTM C 39; test two laboratory-cured specimens at 7 days and two at 28 days.

   a. Test two specimens at 7 days and two at 28 days.
   b. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at age indicated.

C. **Strength of concrete** will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi (3.4 MPa).

D. **Test results** shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7-and 28-day tests.

E. **Nondestructive Testing:** Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.

F. **Additional Tests:** Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42 or by other methods as directed by Architect.

3.11 REPAIRS AND PROTECTION

A. **Remove and replace concrete** pavement that is broken, damaged, or defective or that does not comply with requirements in this Section.

B. **Drill test cores**, where directed by Architect, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with portland cement concrete bonded to pavement with adhesive.

C. **Protect concrete from damage**. Exclude pedestrian traffic from pavement for at least 3 days after placement. Exclude vehicular traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.

D. **Maintain concrete pavement** free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

3.12 **CLEANUP**:

A. **Remove all tools**, unused materials and debris from project, and leave area broom clean.

B. **All excess concrete** shall be cleaned from gutters, abutting sidewalks, streets and silt fences and unusual care shall be taken to prevent diluted concrete from entering catch basins.

C. **Repair or restore** to new condition lawn areas, trees, or shrubs adjacent to work site damaged by operations under this Contract.

END OF SECTION 02513

SECTION 02764 - PAVEMENT JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. **Drawings** and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. **This Section** includes the following:

1. Expansion, isolation, and contraction joints within Portland cement concrete pavement.
2. Joints between Portland cement concrete and asphalt pavement.
3. Joints at pavement edges adjacent to other materials and construction.

B. **Related Sections** include the following:

1. Division 2 Section EXPOSED AGGREGATE CONCRETE for constructing joints in concrete paving.

1.3 SUBMITTALS

A. **Product Data:** For each joint-sealant product indicated.

B. **Samples for Verification:** For each type and color of joint sealant required. Install joint-sealant samples in 1/2-inch- (13-mm-) wide joints formed between two 6-inch- (150-mm-) long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

C. **Product Certificates:** Signed by manufacturers of joint sealants certifying that products furnished comply with requirements and are suitable for the use indicated.

D. **Product Test Reports:** From a qualified testing agency indicating joint sealants comply with requirements, based on comprehensive testing of current product formulations.

1.4 QUALITY ASSURANCE

A. **Installer Qualifications:** An experienced installer who has specialized in installing joint sealants similar in material, design, and extent to those indicated for this Project and whose work has resulted in joint-sealant installations with a record of successful in-service performance.

B. **Source Limitations:** Obtain each type of joint sealant through one source from a single manufacturer.

1.5 DELIVERY, STORAGE, AND HANDLING

A. **Deliver materials** to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing time, and mixing instructions for multicomponent materials.

B. **Store and handle** materials to comply with manufacturer's written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

1.6 **PROJECT CONDITIONS**

A. **Environmental Limitations:** Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer.
2. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer or are below 40 deg F (4.4 deg C).
3. When joint substrates are wet.

B. **Joint-Width Conditions:** Do not proceed with installation of joint sealants where joint widths are less than that allowed by joint sealant manufacturer for application indicated.

C. **Joint-Substrate Conditions:** Do not proceed with installation of joint sealants until contaminants capable of interfering with their adhesion are removed from joint substrates.

PART 2 - PRODUCTS

2.1 **MATERIALS, GENERAL**

A. **Compatibility:** Provide joint sealants, backing materials, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint sealant manufacturer based on testing and field experience.

B. **Colors of Exposed Joint Sealants:** As selected by Architect from manufacturer's full range for this characteristic.

2.2 **COLD-APPLIED JOINT SEALANTS**

A. **ChemRex aluminum gray** #269T (LRV-28), or approved equal, where sidewalk meets curb.

B. **ChemRex tan** #98-T (LRV-45), or approved equal, where sidewalk meets sidewalk.

2.3 **JOINT-SEALANT BACKER MATERIALS**

A. **General:** Provide joint-sealant backer materials that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by joint sealant manufacturer based on field experience and laboratory testing.

B. **Round Backer Rods for Cold-Applied Sealants:** ASTM D 5249, Type 3, of diameter and density required to control sealant depths and prevent bottom-side adhesion of sealant.

2.4 **PRIMERS**

A. **Primers:** Product recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint- sealant-substrate tests and field tests.

PART 3 - EXECUTION

3.1 **EXAMINATION**

A. **Examine joints** indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.

B. **Proceed with installation** only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. **Surface Cleaning of Joints:** Clean out joints immediately before installing joint sealants to comply with joint sealant manufacturer's written instructions.

B. **Joint Priming:** Prime joint substrates where indicated or where recommended in writing by joint sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

3.3 INSTALLATION OF JOINT SEALANTS

A. **General:** Comply with joint sealant manufacturer's written installation instructions applicable to products and applications indicated, unless more stringent requirements apply.

B. **Install backer materials** of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of backer materials.
2. Do not stretch, twist, puncture, or tear backer materials.
3. Remove absorbent backer materials that have become wet before sealant application and replace them with dry materials.

C. **Install sealants** by proven techniques to comply with the following and at the same time backings are installed:

1. Place sealants so they directly contact and fully wet joint substrates.
2. Completely fill recesses provided for each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

D. **Tooling of Nonsag Sealants:** Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealants from surfaces adjacent to joint.
2. Use tooling agents that are approved in writing by joint sealant manufacturer and that do not discolor sealants or adjacent surfaces.

E. **Provide joint configuration** to comply with joint sealant manufacturer's written instructions, unless otherwise indicated.

F. **Provide recessed joint** configuration for silicone sealants of recess depth and at locations indicated.

3.4 CLEANING

A. **Clean off** excess sealants or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

A. **Protect joint sealants** during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from the original work.

END OF SECTION 02764

ATTACHMENTS

General Decision Number: DC070001 07/06/2007 DC1

Superseded General Decision Number: DC20030001

State: District of Columbia

Construction Types: Heavy (Heavy and Sewer and Water Line) and Highway

County: District of Columbia Statewide.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines); HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	02/09/2007
1	05/04/2007
2	05/11/2007
3	05/18/2007
4	06/08/2007
5	06/15/2007
6	06/22/2007
7	06/29/2007
8	07/06/2007

ASBE0024-001 10/01/2006

	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	$ 27.13	13.13

ASBE0024-002 10/01/2006

	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.....	$ 18.00	6.45

ASBE0024-005 10/01/2006

	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.....	$ 22.00	6.24

BOIL0193-001 10/01/2006

	Rates	Fringes

BOILERMAKER.....$ 32.06 16.46

BRDC0001-001 04/30/2007

	Rates	Fringes
Bricklayer.....	$ 25.90	6.19

CARP0132-001 05/01/2007

	Rates	Fringes
Carpenter/Lather.....	$ 24.37	6.15
Piledriver.....	$ 22.87	6.85

CARP0132-003 05/01/2004

	Rates	Fringes
Diver Tender.....	$ 20.85	5.50
Diver.....	$ 29.63	5.50

CARP1831-001 04/01/2003

	Rates	Fringes
Millwright.....	$ 24.34	4.05

ELEC0026-001 06/04/2007

	Rates	Fringes
Electrician.....	$ 33.45	11.35+a

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

ELEC0026-008 07/01/2003

Rates Fringes

Motor Repairmen
Removal and reinstallation
of electrical motors.....$ 23.69 7.73+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.

ELEC0070-001 01/01/2006

	Rates	Fringes
Line Construction:		
Groundmen	$ 12.03	4.75+18.75%
Linemen, Cable Splicers, Equipment Operators	$ 25.50	4.75+18.75%
Truck with winch	$ 12.35	4.75+18.75%

ENGI0077-001 05/01/2007

	Rates	Fringes
Power equipment operators: (HEAVY AND HIGHWAY CONSTRUCTION)		
GROUP 1	$ 27.64	6.82+a
GROUP 2	$ 27.18	6.82+a
GROUP 3	$ 26.47	6.82+a
GROUP 4	$ 24.44	6.82+a
GROUP 5	$ 19.90	6.82+a
GROUP 6	$ 29.01	6.82+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: 35 ton cranes & above, tower & climbing cranes, derricks, concrete boom pump, drill rigs (equivalent to L & Double L), mole.

GROUP 2: Backhoes, cableways, cranes, cherry pickers,

elevating graders, hoists, paving mixers, power shovels,tunnel shovels. batch plants, shields, tunnel mining machines, gradalls, front end loaders, 3 1/2 cu. yds. and above, power driven wheel scoops and scrapers (50 cu. yds. struck capacity or above), rail tamper, draglines, boomcat, mucking machines, graders in tunnels, pile driving engines.

GROUP 3: Front end loaders below 3 1/2 cu. yds, boom trucks, hydraulic backhoes 1/2 yds. capacity or below rubber or track mounted, tug boats, power driven wheel scoops & scrapers, blade graders, motor graders, bulldozers, trenching machines, concrete mixer, speed swing pettibone, ballast regulator, concrete pump, mechanic, welder, mechanic welder, shotcrete machines, Hoeram, locomotive (standard, narrow gauge), tuggers.

GROUP 4: High lifts above 10 feet, boilers (skelton), asphalt spreaders, bullfloat finishing machines, concrete finishing machines, concrete spreaders, fine graders, air compressors, welding machines, pumps, generators, well points, deep wells, hydraulic pumps, elevators, freeze uniits, tunnel motorman or dinky operator, roller, conveyors, well drilling machines, grout pump, fireman.

GROUP 5: Fork lifts, ditch witch, bobcat 1/3 cu. yd. and below, space heaters, sweepers, assistant engineers, oilers.

GROUP 6: Master mechanic.

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.

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* ENGI0077-002 06/01/2007

	Rates	Fringes
Power equipment operators:		

(PAVING AND INCIDENTAL
GRADING)

GROUP 1	$ 23.00	5.50
GROUP 2	$ 20.05	5.50
GROUP 3	$ 17.19	5.50
GROUP 4	$ 15.85	5.50
GROUP 5	$ 23.50	5.30

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Gradall operator, Crane.
GROUP 2: Boom Truck, Milling Machine, Excavator, Rubber Tire Backhoe, Asphalt Paver, Asphalt Plant Engineer, Motor Grader, Track Loader, Rubber Tire Loader, Track Dozer, Concrete Paver.
GROUP 3: Broom Truck, Asphalt Roller.
GROUP 4: Air Compressor, Grade Rollers.
GROUP 5: Mechanic.

ENGI0077-003 07/01/2006

	Rates	Fringes
Power equipment operators: (SEWER, GAS AND WATER LINE CONSTRUCTION)		
GROUP 1	$ 19.43	5.12+a
GROUP 2	$ 19.03	5.12+a
GROUP 3	$ 18.88	5.12+a
GROUP 4	$ 18.80	5.12+a
GROUP 5	$ 18.69	5.12+a
GROUP 6	$ 18.52	5.12+a
GROUP 7	$ 18.62	5.12+a
GROUP 8	$ 18.52	5.12+a
GROUP 9	$ 19.06	5.12+a
GROUP 10	$ 18.41	5.12+a
GROUP 11	$ 18.29	5.12+a
GROUP 12	$ 18.20	5.12+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoes, Cableways, Cranes, Derricks, Draglines, Power Shovels, Tunnel Shovels, Tunnel Mucking Machines (1

cubic yard capacity or above).

GROUP 2: Backhoes, Boom Cats, Cableways, Cranes, Derricks, Draglines, Elevating Graders, Hoists, Paving Mixers, Pile Driving Engines, Power and Tunnel Shovels, Tunnel Mucking Machines, Batch Plant, Concrete Pumps.

GROUP 3: Operators of Hydraulic Backhoes of below 1/2 yard capacity.

GROUP 4. Trenching machines above 83 inches.

GROUP 5: Trenching machines (up to & including 83"), Boilers (Skelton), Well Drilling Machines.

GROUP 6: Air Compressors (Tunnel).

GROUP 7: Front-end Loaders (Hi-Lift) and Bulldozers on Sewer and Water Line Work.

GROUP 8: Concrete Mixers, Power Driven Wheel Scoops and Scrapers,Blade graders, Motor Graders, Tunnel Mechanics, Tunnel Motormen.

GROUP 9: Mechanics.

GROUP 10: Bulldozers, Hydraulic Tamper and Hoe Pack Operators.

GROUP 11: Rollers.

GROUP 12: Air Compressors, Pumps, Welding Machines, Well Points.

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

IRON0005-001 06/01/2006

	Rates	Fringes
Ironworkers:		

Structural, Ornamental and Chain Link Fence	$ 25.68	11.345

IRON0201-001 05/01/2007

	Rates	Fringes
Ironworkers:		
Reinforcing	$ 24.80	12.08

LABO0456-006 06/01/2006

	Rates	Fringes
Laborers: (BRICK MASONRY WORK)		
Mason Tenders	$ 13.91	3.84
Scaffold Builders, Mortarmen and Small Equipment Operators	$ 14.65	3.84

LABO0657-003 06/01/2006

	Rates	Fringes
Laborers: (HEAVY AND HIGHWAY AND SEWER & WATER LINES CONSTRUCTION)		
GROUP 1	$ 19.18	3.84
GROUP 2	$ 19.46	3.84
GROUP 3	$ 19.61	3.84
GROUP 4	$ 19.75	3.84
GROUP 5	$ 20.15	3.84
GROUP 6	$ 20.64	3.84
GROUP 7	$ 21.11	3.84
GROUP 8	$ 21.77	3.84

LABORERS CLASSIFICATIONS:

GROUP 1: Carloaders, choker setter, concrete crewman, crushed feeder, demolition laborers, including salvaging all material, loading, cleaning up, wrecking, dumpmen, flagmen, fence erector and installer (other than chain link), including installation and erection of fence, guard rails, medial rails, reference posts, guide posts and right-of-way markers, form

strippers, general laborers, railroad track laborers, riprap man, scale man, stake jumper, structure mover, includes foundation, separation, preparation, cribbing, shoring, jacking and unloading of structures, water nozzleman, timber bucker and faller, truck loader, water boys, tool room men.

GROUP 2: Combined air and water nozzleman, cement handler, dope pot fireman (nonmechanical), form cleaning machine, mechanical railroad equipment (includes spiker, puller, tile cleaner, tamper, pipe wrapper, power driven wheelbarrows, operators of hand derricks, towmasters, scootcretes, buggymobiles and similar equipment), tamper or rammer operator, trestle scaffold builders over one tier high, power tool operator (gas, electric or pneumatic), sandblast or gunnite tailhose man, scaffold erector, (steel or wood), vibrator operator (up to 4 feet), asphalt cutter, mortar men, shorer and lagger, creosote material handler, corrosive enamel or equl, paver breaker and jackhammer operators.

GROUP 3: Multi-section pipe layer, non-metallic clay and concrete pipe layer (including caulker, collarman, jointer, rigger and jacker, thermal welder and corrugated metal culvert pipe layer.

GROUP 4: Asphalt block pneumatic cutter, asphalt roller, walker, chainsaw operator with attachment, concrete saw (walking), high scalers, jackhammer operator (using over 6 feet of steel), vibrator operator (4 feet and over), well point installer, air trac operator.

GROUP 5: Asphalt screeder, big drills, cut of the hole drills (1 1/2 " piston or larger), down the hole drills (3 1/2" piston or larger) gunnite or sandblaster nozzleman, asphalt raker, asphalt tamper, form setter, demolition torch operator, shotcrete nozzlemen and potman.

GROUP 6: Powderman, master form setters.

GROUP 7: Brick paver (asphalt block paver, asphalt block sawman, asphalt block grinder, hastings block or similar type)

GROUP 8: Licensed powdermen.

LABO0657-004 06/01/2006

	Rates	Fringes
Laborers: (HAZARDOUS WASTE REMOVAL, EXCEPT ON MECHANICAL SYSTEMS: Preparation for, removing and encapsulation of hazardous materials from non-mechanical systems)		
Skilled Asbestos Abatement Laborers	$ 15.99	3.84
Skilled Toxic and Hazardous Waste Removal Laborers	$ 18.61	3.84

LABO0657-005 06/01/2006

	Rates	Fringes
Laborers: (TUNNEL, RAISE & SHAFT (FREE AIR) FOR HEAVY AND SEWER & WATER LINES CONSTRUCTION)		
GROUP 1	$ 19.82	3.84
GROUP 2	$ 20.39	3.84
GROUP 3	$ 21.85	3.84
GROUP 4	$ 22.47	3.84

LABORERS CLASSIFICATIONS:

GROUP 1: Brakeman, Bull Gang, Dumper, Trackmen, Concrete Man.

GROUP 2: Chuck Tender, Powdermen in Prime House, Form Setters and Movers, Nippers, Cableman, Houseman, Groutman, Bell or Signalman, Top or Bottom Vibrator Operator.

GROUP 3: Miners, Re-Bar Underground, Concrete or Gunnite Nozzlemen, Powdermen, Timbermen and Re-Timbermen, Wood Steel Including Liner plate or Other Support, Material Motorman, Caulkers, Diamond Drill Operators, Riggers, Cement Finishers-Underground, Welders and Burners, Shield Driver, Air Trac Operator, Shotcrete Nozzlemen and Potman.

GROUP 4: Mucking Machine Operator (Air).

LABO0657-006 06/01/2006

	Rates	Fringes
Laborers: (TUNNEL, RAISE AND SHAFT (COMPRESSED AIR) FOR HEAVY CONSTRUCTION ONLY		
Gauge Pressure (Pounds) / Work Period (Hours)		
1-14 / 7	$ 24.16	3.84
14-18 / 6	$ 28.43	3.84

FOOTNOTE: On any requirement for air pressure in excess of 18 PSI, work periods and rates should be negotiated at a pre-bid conference.

LABO0657-007 06/01/2006

	Rates	Fringes
Laborers: (PAVING AND INCIDENTAL GRADING)		
Asphalt Raker & Concrete Saw Operator	$ 16.76	4.10
Asphalt Shoveler	$ 16.23	4.10
Asphalt Tammer & Concrete Shoveler	$ 16.47	4.10
Jack Hammer	$ 16.66	4.10
Laborer	$ 16.12	4.10
Sand Setter & Form Setter	$ 17.37	4.10

MARB0002-003 05/01/2007

	Rates	Fringes
Marble & Stone Mason Includes Pointing, Caulking and Cleaning of All Types of Masonry,		

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     Brick, Stone and Cement
     Structures..................$ 31.00            11.52
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 MARB0003-001 05/01/2007

                                   Rates          Fringes

Mosaic & Terrazzo Worker,
Tile Layer
     Marble Mason and Tile Layer.$ 24.67             8.78
     Terrazzo Worker.............$ 25.42             8.78
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 MARB0003-004 05/01/2007

                                   Rates          Fringes

Marble, Tile & Terrazzo
Finisher........................$ 19.84             7.90
-----------------------------------------------------------------
* PAIN0051-001 06/01/2007

                                   Rates          Fringes

Painters:
     All Industrial Work.........$ 24.73             7.31
     Bridges, Heavy Highway,
     Lead Abatement and
     Flame/Thermal Spray.........$ 27.87             7.31
     Commercial and Mold
     Remediation, Painters,
     Wallcovers and Drywall
     Finishers...................$ 23.31             7.31
     Metal Polishing and
     Refinishing.................$ 24.31             7.31
-----------------------------------------------------------------
 PLAS0891-001 05/01/2007

                                   Rates          Fringes

Cement Masons:
     HEAVY CONSTRUCTION ONLY.....$ 26.15             6.01
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 PLAS0891-002 06/01/2007
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	Rates	Fringes
Cement Masons: (PAVING & INCIDENTAL GRADING)		
Cement Masons.....	$ 17.35	4.35
Concrete Saw Operators.....	$ 17.35	4.35
Form Setters.....	$ 17.35	4.35

PLUM0005-001 08/01/2006

	Rates	Fringes
Plumber.....	$ 31.52	12.59+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.

PLUM0602-005 08/01/2006

	Rates	Fringes
Steamfitter, Refrigeration & Air Conditioning Mechanic.....	$ 31.27	12.82+a

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

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* SHEE0100-001 07/01/2007

	Rates	Fringes
Sheet Metal Worker.....	$ 31.54	11.65

TEAM0639-001 03/07/2004

	Rates	Fringes
Truck drivers: (HEAVY &		

HIGHWAY CONSTRUCTION)
Tandem & Triaxle (3 or
more axles, including
steering axle).....$ 16.00 5.82+a
Tractor-trailer, Low Boy....$ 20.00 5.82+a

a. VACATION: Employees will receive one (1) week's paid vacation after one (1) year of service.

TEAM0639-002 06/01/2005

	Rates	Fringes
Truck drivers: (HEAVY & HIGHWAY CONSTRUCTION)		
Concrete Mixer Drivers.....	$ 17.40	5.82+a+b

a. PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, or any day celebrated publicly in the District of Columbia as one of the above holidays.

b. PAID VACATIONS: Employees with one (1) year of service shall be entitled to a vacation of one (1) week; five (3) years of service are entitled to two (2) weeks; fifteen(10) years of service are entitled to three 3 weeks; twenty (20) years of service are entitled to four (4) weeks.

TEAM0639-005 09/01/2006

	Rates	Fringes
Truck drivers: (PAVING & INCIDENTAL GRADING)		
All paving projects where the grading is incidental to the paving.....	$ 14.05	3.69

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 instruction 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.		

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is usable

STANDARD FORM 24 (REV. 10-98)
Prescribed by GSA - FAR (48 CFR) 53.228(a)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT ($)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT ($)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT ($)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT ($)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT ($)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT ($)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).

4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designed "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.

5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

6. Type the name and title of each person signing this bond in the space provided.

7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

**** 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:** _____