GSA National Capital Region

**August 24, 2016**

DCM Architecture & Engineering, LLC
200 Federal Street, Suite 435
Camden, NJ 08103
Attn: Robert Benson, Executive Vice President

Re: **RFP# GS-11-P-16-YT-C-7051**
Design-Build Hot Water Loop at NAC
3801 Nebraska Avenue, NW, Washington DC

Dear Mr. Benson:

Your offer in the amount of **$1,464,000.00** on the above referenced Request for Proposal (RFP) is hereby accepted. Enclosed for your file is an executed copy of **Contract Number GS-11-P-16-YT-C-7173**.

You are required to execute one copy of the enclosed Standard Form 25, Performance Bond, and Standard Form 25A, Payment Bond, within ten (10) calendar days after receipt. You are required to submit a Performance Bond in the penal amount of 100% of the contract price, and a Payment Bond in the penal amount of 100% of the contract price. You are also required to certify in writing that the required insurance has been obtained in accordance with FAR 52.228-5 – "Insurance Work on a Government Installation" in the RFP. The insurance certification must include the following:

(1) Evidence of the insurance coverage requirements identified in Section III.A.12, Insurance Requirements, of the Agreement
(2) Endorsement naming "The United States of America, acting by and through the General Services Administration", as an additional insured.
(3) Cancellation Policy: The policy **must** state, "that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer". (Wording such as, "will endeavor to mail notice" or "failure to mail such notice" does not comply with contract requirements and will not be acceptable.)
(4) Important and Disclaimer Notices as shown on Page 2 of the sample insurance certificate provided for your reference must be removed from your insurance certificate. If these notices are not removed, you must provide policy endorsements from each insurance company on the certificate listing GSA as an additional insured for all policies that each insurance company is providing.

Should your Certificate of Insurance not be submitted correctly, it will be returned and you will not be allowed to commence with any work until it is approved.

Copies of the above mentioned forms are enclosed. They are to be completely executed and returned to my attention at the following address: General Services Administration, National Capital Region, 301 7th Street, Room 6049, Washington, DC 20407. Upon receipt of acceptable Payment and Performance Bonds, and Certificate of Insurance, I shall issue the Notice to Proceed.

Please also forward a soft copy of these documents via email to the Contract Specialist (Michele.Appello@gsa.gov).

The Building Manager, Ian Mattonen, is designated as the Contracting Officer's authorized Representative (COR) for this project. Mr. Mattonen can be reached at (202) 357-9556, or via email (Ian.Mattonen@gsa.gov). A COR letter delegating authority to Mr. Mattonen is enclosed for your records. Upon issuance of the Notice to Proceed, the COR will schedule a pre-construction meeting when he will coordinate your actual start date. Please contact him directly with any technical questions regarding this project.

HSPD -12 requires you to complete the Contractor Information Worksheet and OF306 for all on-site personnel working under the above referenced contract. Please complete and email these forms to the COR. It is imperative that you provide an email address on each form; this is how your employees will be contacted regarding the status of their applications.

Invoices shall be submitted as directed on page 3 of the attached SF1442. Please be sure to reference both the Contract number **GS-11P-16-YT-C-7173** and the PDN number assigned to this order **EN-GS-11-P-16-YT-P-C-7173** on all invoices.

Per Federal Acquisition Regulation (FAR) Part 42.15, we are required to evaluate your performance on this project. Although the ultimate content of such performance evaluations shall be determined by GSA as the purchasing agency, you will be provided the opportunity to review and comment upon all evaluations completed on your company's performance.

We look forward to working with you on this contract. Should there be any additional administrative questions relating to this contract, please contact me, or the Contract Specialist, Michele Appello, at (202) 260-0621.

Sincerely,

(b) (6)

[redacted]

Tony Hubbard
Contracting Officer
General Services Administration
Repair & Alterations, Center 2

Enclosures

| SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)* | 1. SOLICITATION NUMBER | 2. TYPE OF SOLICITATION | 3. DATE ISSUED | PAGE OF PAGES |
|---|---|---|---|---|
| | GS11P16YTC7051 | ☐ SEALED BID *(IFB)* ☒ NEGOTIATED *(RFP)* | 8/24/2016 | 1 2 |

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

| 4. CONTRACT NUMBER | 5. REQUISITION/PURCHASE REQUEST NUMBER | 6. PROJECT NUMBER |
|---|---|---|
| GS-11-P-16-YT-C-7173 | EQWPMA-16-5127 | |

7. ISSUED BY CODE WPHBD

WPHBD - OFFICE OF ACQUISITION, REPAIR &
ALTERATIONS CENTER 2 - NCR
301 7TH & D STREET SW
WASHINGTON, DC 20407 United States

8. ADDRESS OFFER TO

WPHBD - OFFICE OF ACQUISITION, REPAIR &
ALTERATIONS CENTER 2 - NCR
301 7TH & D STREET SW
WASHINGTON, DC 20407 United States

| 9. FOR INFORMATION CALL: | a. NAME | b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)* |
|---|---|---|
| | Michele Appello | 202-260-0621 |

**SOLICITATION**

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying number, date)*

Design-Build to Replace Hot Water Loop at the NAC

**Prevalidate**

***REVIEWED***
***By Elizabeth Asefaw at 3:25 pm, Aug 12, 2016***

11. The contractor shall begin performance within 1 calendar days and complete it within 120 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ 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.)* | 12b. CALENDAR DAYS |
|---|---|
| ☒ YES ☐ NO | 10 |

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 16:00 *(hour)* local time 07/22/2016 (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 ☒ 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 _____ 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)*

DCM ARCHITECTURE & ENGINEERING LLC
200 FEDERAL ST, STE 435
CAMDEN, NJ 81031
(b) (6) [redacted]

CODE FACILITY CODE

15. TELEPHONE NUMBER *(Include area code)*

(b) (6) [redacted]

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 _____ 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.)*

AMOUNTS ▶ One Million Four Hundred Sixty Four Thousand dollars and 00/100

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 NUMBER | 001 | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| DATE. | 07/15/16 | | | | | | | | | |

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

Robert Benson, PE, Exec. VP

20b. (b) (6) [redacted]

20c. OFFER DATE

7/29/16

**AWARD** *(To be comple* [redacted]

21. ITEMS ACCEPTED:

ALL ITEMS INCLUDED IN LUMP SUM AMOUNT

22. AMOUNT

$1,464,000.00

23. ACCOUNTING AND APPROPRIATION DATA

Please see attached

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* ▶ ITEM 27

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
☐ 10 U.S.C. 2304(c) ( ) ☒ 41 U.S.C. 3304(a) ( )

26. ADMINISTERED BY WPHBD

WPHBD - OFFICE OF ACQUISITION, R&A CENTER 2
301 7TH & D STREET SW WASHINGTON DC 20407

27. PAYMENT WILL BE MADE BY

Potomac Service Center (WPMF)
Attn: Ian.Mattonen@gsa.gov

*CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE*

☒ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return* 1 *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 not required to sign this document.)* Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

ROBERT BENSON, EXEC. VP

30b. SI (b) (6) [redacted]

30c. DATE

8/10/16

31a. NAME OF CONTRACTING OFFICER *(Type or print)*

Tony O. Hubbard, Contracting Officer

31b. UNITED STATES OF AMERICA

BY

31c. DATE

8/24/2016

**STANDARD FORM 1442** (REV. 8/2014) **BACK**

(b) (6) [redacted]

## SF1442 List of Accounting Strings

| Accounting String | Amount Obligated |
|---|---|
| EN-GS-11-P-16-YT-C-7173.2016.192X.11.P11B0001.PG54.PG413.N20.RDC03439.DC1432NA.080.....RDC03439DC1432NA.CIPIMP.1.. | $1,464,000.00 |

Contract# **GS-11-P-16-YT-C-7173**
PDN# **EN-GS-11-P-16-YT-C-7173**

Provide all supervision, labor, equipment and materials to perform SCOPE OF WORK (SEE ATTACHED). All work shall be in accordance with contract specifications and drawings and all applicable codes, standards, requirements and/or laws.

**Design-Build Hot Water Loop**
Nebraska Avenue Complex (NAC)
3801 Nebraska Avenue, NW Washington, DC

*Invoicing Instructions*:
Please forward a copy of the invoice to **PNConstructionInvoices@gsa.gov** to help us track the invoice and ensure prompt payment.

Also, submit a copy of your invoice to the Project Manager at **Ian.Mattonen@gsa.gov**. Ensure that you reference the PDN and Contract numbers assigned to this order on each invoice submitted for payment.

NOTE: An invoice will be considered valid when the following conditions are met:
1. The contractor submitted the original invoice to the address block #24.
2. The invoice contains the assigned ACT number or Pegasys Document Number (PDN) assigned at award.
3. The remittance address on the invoice must match the remittance address on the award document.

Any invoice that does not meet these three conditions will be rejected. Once a valid invoice is received, it will be reviewed and payment will be authorized if the supplies/services have been received and accepted by the Government.

If you have any questions, please contact the Contract Specialist, Michele Appello (202-260-0621), or the COR, Ian Mattonen (202-357-9556).

Notice to Proceed will be issued upon receipt and acceptance of all required bonding, insurance and security clearance forms.

**********
This has been awarded as an 8(a) Sole Source Direct Award under the terms of the partnership agreement between the General Services Administration and the Small Business Administration.
The assigned SBA Requirement Number is 0299/16/604079101.

| ITEM NO., FORM OR STOCK NUMBER | DESCRIPTION OF ARTICLES OR SERVICES | QUAN-TITY | UNIT OF ISSUE | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 0001 | Design/Build Replacement of Underground Hot Water Loop The general scope of work will consist of: inspection, testing, analysis, design and installation by a Design/Build team with a registered professional engineer. After the design has been approved, the Contractor will furnish the necessary manpower, supervision, material and equipment to remove all accessible underground piping, valves and related accessories. The Contractor will install a new corrosion protected underground piping system with new valves which meets the design requirements of the hot water loop. All design and work under this scope of work will be in accordance with IMC, OSHA, and any applicable jurisdictional codes or regulations. PERIOD OF PERFORMANCE: 120 DAYS FROM NTP PoP: 10/01/2016 - 02/28/2017 | (b) (4) | [redacted] | | |

# Design Build Contract for NAC Hot Water Loop Replacement

# The Agreement

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# I. Project Information

## I.A. Project Summary

The general scope of work and objectives of this project will consist of: survey, inspection, testing, analysis, design and installation by a Design Build Contractor, hereinafter known as the Contractor. The Contractor will perform inspection, testing and analysis of the NAC underground piping serving the hot water loop. Once complete, the Contractor will prepare a design for replacing the underground piping with a corrosion protected system which meets the needs of the hot water loop design requirements. The new design shall accommodate for gravity return of hot water to boiler plant without addition of new pumps or ancillary equipment. The Contractor team will also locate and repair the damaged portion of domestic water lateral piping at building #19. After the design has been approved, the Contractor will furnish the necessary manpower, supervision, material and equipment to remove all accessible underground piping, valves and related accessories. The Contractor will install a new corrosion protected underground piping system with new valves which meets the design requirements of the hot water loop. All design and work under this scope of work will be in accordance with IMC, OSHA, and any applicable jurisdictional codes or regulations. See attached SOW dated 05/31/16 for details.

## I.B. The Contract

(1) The Contract consists of the SF 1442, the Agreement, the Statement of Work, Specifications, Drawings, Exhibits, Amendments, Modifications, and other Attachments identified herein (collectively, the Contract Documents). The Contract contains the entire agreement of the Parties, and no prior written or oral agreement, express or implied, shall be admissible to contradict or modify any part of the Contract.

(2) The Contractor shall provide and pay for all design, labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution of the work described in and reasonably inferable from the Contract Documents (the Work), whether temporary or permanent. In consideration for, and upon condition of, the Contractor's completion of the Work, GSA shall pay the Contractor the price or prices established in Section II, subject to the terms and conditions set forth in this Contract.

## I.C. Period of Performance

(1) *Commencement.* The Contractor shall commence performance of the Work within 1 day after the Contractor receives the Notice to Proceed (NTP).

(2) *Substantial Completion.* The Contractor shall achieve Substantial Completion of the Work, as that term is defined in this Agreement, no later than 120 calendar days from issuance of Notice to Proceed (NTP).

(3) *Contract Completion.* The Contractor shall achieve Contract Completion, as the term is defined in this Agreement, within 30 calendar days of Substantial Completion.

## I.D. Work Conditions/Site Requirements

Please refer to the attached SOW.

### I.E. Authorized Representative

(1) This Contract is between the United States of America, acting by and through the Administrator of General Services (GSA), and the Contractor (the Parties). References in this Contract to "the Owner" or "the Government" shall be understood to refer to GSA. The following individual is designated as the only authorized GSA representative under this Contract, unless other warranted contracting officers are designated in writing:

Contracting Officer
Name: Tony O. Hubbard
Address: 301 7th Street, SW, Washington, DC 20407
Telephone: 215-446-4629
Email: Tony.Hubbard@gsa.gov

(2) GSAR 552.236-71, Authorities and Limitations, is incorporated by reference in this Contract.

### I.F. Liquidated Damages Rate

In accordance with the “Liquidated Damages” clause in Section III (Terms and Conditions), liquidated damages shall be calculated at the rate of $0.00 per calendar day.

### I.G. Buy American Exceptions

For the applicable Buy American clause and any exceptions, see Section IV of this Agreement.

### I.H. Statement of Work, Specifications, Drawings, Exhibits, and Other Attachments

The following documents are incorporated by reference into this Contract.

(1) Statement of Work for Contract No. GS-11P-16-YT-C-7173, Dated 05/31/2016

(2) Photos and Construction Drawings for Contract No. GS-11P-16-YT-C-7173

(3) Wage Determination DC160002 08052016 DC2

## II. Prices

### II.A. Basis of Pricing

(1) *Contract Prices*. All Contract prices set forth in this Section include all costs necessary to complete the work for which the price is established (e.g., Base Contract, Unit Price, Options) in accordance with the Contract Documents, including, but not limited to, the cost of work performed by subcontractors and consultants, indirect costs, fees, expenses, taxes, and profit.

(2) *Knowledge of Conditions Affecting Price*. FAR 52.236-3, Site Investigations and Conditions Affecting the Work, is incorporated by reference in this Contract. The Contractor shall be presumed to have established all prices with knowledge of general and local conditions that may affect the cost of Contract performance at the site where the Work is to be performed, to the extent that such information is reasonably obtainable.

(3) *Unit Prices and Allowances*. If any portion of the Work is to be performed on a unit price basis, the Unit Price shall include all costs of coordinating and incorporating the unit-priced

portion of the Work into the Base Contract Work. The Contractor shall only be obligated to perform unit-priced work to the extent that an Allowance has been established. The Contractor shall be obligated to perform such work in excess of a unit quantity for which an Allowance is established only if directed by the Contracting Officer in writing. The Contractor shall be bound to the unit price or prices set forth herein in all equitable adjustments for changes including unit priced work, and no markups shall be applied to such unit prices.

(4) *Options*. If any portion of the Work is to be performed upon the timely exercise of an Option, the Option Price shall include all costs of coordinating and incorporating the Option-priced portion of the Work into the Base Contract Work. An adjustment to the Contract price for such additional work shall be computed solely on the basis of the Option price or prices set forth herein. Unless otherwise specified, all options may be exercised within 90 days of Contract award.

(5) *Bid Rates*. If this Contract includes Bid Rates to be used in determination of equitable adjustments (e.g., overhead, profit, daily rates for time-related costs), such rates shall be deemed to include all costs recoverable as components of an equitable adjustment consistent with the requirements, definitions, and exclusions applicable to equitable adjustments set forth in this Contract, and consistent with the Contractor's cost accounting practices. Unless otherwise specified, the bid rates shall be deemed to include only the Contractor's costs, and not the costs of any subcontractors.

**II.B. Contract Price Form**

See attached SF1442

| CLIN | ITEM | PRICE |
|---|---|---|
| | TOTAL A/E DESIGN COST | (b) (4) [redacted] |
| | CONSTRUCTION LABOR | |
| | MATERIALS | |
| | OVERHEAD | |
| | PROFIT | |
| | BONDS | |
| 0001 | **Total Contract Price** | **$1,464,000** |

# III. Terms and Conditions

## III.A. Commencement, Prosecution, and Completion of Work

FAR 52.211-10, Commencement, Prosecution, and Completion of Work, is supplemented as follows:

The Contractor shall not commence the Work until the Contracting Officer has issued NTP. The Contractor shall diligently prosecute the Work so as to achieve Substantial Completion of the Work, as defined in Section III (Terms and Conditions), "Substantial Completion and Contract Completion" clause, within the time specified in Section I (Project Information), "Period of Performance" clause. If the Contract specifies different completion dates for different phases or portions of the Work, the Contractor shall diligently prosecute the Work so as to achieve Substantial Completion of such phases or portions of the Work within the times specified.

## III.B. Contractor Responsibilities

(1) Unless otherwise expressly stated in the Contract, the Contractor shall be responsible for all means and methods employed in the performance of the Contract.

(2) The Contractor shall be responsible for providing professional design services unless this responsibility is expressly excluded from the Contract. In the performance of such work, the Contractor shall be responsible for retaining licensed design professionals, who shall sign and seal all drawings, calculations, specifications and other submittals that the licensed professional prepares. The Contractor shall be responsible for, and GSA shall be entitled to rely upon, the adequacy and completeness of all professional design services provided under this Contract.

(3) This Contract is intended for the sole benefit of the Parties; no person shall be deemed a third party beneficiary of this Contract. Notwithstanding the foregoing, the Contractor shall include in all subcontracts that require professional design services express terms establishing GSA as a third party beneficiary.

(4) The Contractor shall be responsible for coordinating all activities of subcontractors. This responsibility includes coordination of: preparation of shop drawings produced by different subcontractors where their work interfaces or may potentially conflict or interfere, and the installation of such work; scheduling of work by subcontractors; and use of the Project site for staging and logistics.

(5) The Contractor shall determine whether the information contained in the Contract Documents complies with applicable laws, statutes, building codes and regulations. If it comes to the attention of the Contractor that any of the Contract Documents do not comply with such requirements, the Contractor shall promptly notify the Contracting Officer in writing. If the Contractor performs any of the Work prior to notifying and receiving direction from the Contracting Officer, the Contractor shall assume full responsibility for correction of such work, and any fees or penalties that may be assessed for non-compliance.

(6) The Contractor shall immediately bring to the Contracting Officer's attention any hazardous materials or conditions not disclosed in the Contract Documents discovered by or made known to the Contractor during the performance of the Contract.

(7) In accordance with FAR 52.236-13, Accident Prevention ALT I, the Contractor is responsible for safety on the Project site and must submit a safety plan before commencing work.

(8) The Contractor's responsibilities include the Responsibilities of the Architect Engineer Contractor, as specified in FAR 52.236-23.

### III.C. Contractor Management and Personnel

FAR 52.236-6, Superintendence by the Contractor, is supplemented as follows:

(1) The Contractor shall employ sufficient management and contract administration resources, including personnel responsible for project management, field superintendence, change order administration, estimating, coordination, inspection, and quality control, to ensure the proper execution and timely completion of the Work. The Contractor shall designate a principal of the firm or other senior management official to provide executive oversight and problem resolution resources to the Project for the life of the Contract.

(2) The Contractor shall employ, and require its subcontractors to employ, qualified personnel to perform the Work. The Government reserves the right to exclude, or remove from the site or building, any personnel for reasons of incompetence, carelessness, or insubordination, who violate rules and regulations concerning conduct on federal property, or whose continued employment on the site is otherwise deemed by the Government to be contrary to the public interest.

(3) Repeated failure or excessive delay by the Contractor to provide qualified personnel shall be deemed a default for the purposes of the Termination for Default clause.

### III.D. Project Schedule

(1) The Contractor shall use a Critical Path Method ("CPM") Project Schedule to plan, coordinate, and perform the Work. The Project Schedule shall be produced using widely used, commercially available computer software that is capable of generating and monitoring a CPM schedule and is compatible with Meridian Proliance.® For example, compatible software includes Microsoft Project,® Primavera SureTrak,® and Primavera Project Planner.®

(2) The Project Schedule shall be a rational, reasonable and realistic plan for completing the Work, and conform to requirements specified in this clause and elsewhere in this Contract.

(3) The Contractor understands and acknowledges that the preparation and proper management of the Project Schedule is a material component of the Work, and that the Contract price includes all costs of compliance with Project Schedule requirements.

(4) Within thirty (30) days of NTP, or such other time as may be specified herein, the Contractor shall submit its Project Schedule to the Contracting Officer, together with a written narrative describing the major design and construction activities. The Project Schedule may indicate construction activities in summary form prior to completion of final design documents. The Contractor shall submit the Project Schedule in both electronic and hardcopy print format.

(5) Within thirty (30) days of completion of final design documents, the Contractor shall submit to the Contracting Officer a revised Project Schedule depicting all activities necessary to complete construction work activities, together with a written narrative describing the major work activities, activities on the critical path, and major constraints underlying the sequence and logic

of the Project Schedule. The Contractor shall submit the revised Project Schedule in both electronic and hardcopy print format.

(6) Activities shall be sufficiently detailed and limited in duration to enable proper planning and coordination of the Work, effective evaluation of the reasonableness and realism of the Project Schedule, accurate monitoring of progress, and reliable analysis of schedule impacts.

(7) The Contractor may revise the Project Schedule as it deems appropriate, but shall only revise prospective activities, durations and logic.

(8) Unless a shorter period for updates is specified elsewhere, the Contractor shall update the Project Schedule monthly to reflect its actual progress in completing the Work, and submit the updated Project Schedule to the Contracting Officer within five working days of the end of each month or other specified period.

(9) If at any time the Contracting Officer finds that the Project Schedule does not comply with any Contract requirement, the Contractor shall, upon written notice of exceptions taken by the Contracting Officer, revise the Project Schedule, adjust activity progress, or provide sufficient information demonstrating compliance. Regardless of whether the Contracting Officer takes any such exception, the Contractor shall not be relieved of its responsibility for the rationality, reasonableness or realism of the Project Schedule, or its responsibility to achieve Substantial Completion within the time specified by this Contract.

(10) If the Contractor fails to sufficiently address the Contracting Officer's exceptions to the Project Schedule within thirty (30) calendar days of written notice of same, the Contracting Officer may withhold retainage until the Project is Substantially Complete, or until such time as the Contractor has complied with Project Schedule requirements.

(11) The Contracting Officer shall be entitled, but not required, to rely upon the Project Schedule to evaluate the Contractor's progress, evaluate entitlement to extensions of time, and determine the criticality or float of any activities described in such Project Schedule.

### III.E. Extensions of Time

FAR 52.211-13, Time Extensions, is supplemented as follows:

(1) If the Contractor requests an extension of the time for Substantial Completion, the Contractor shall base its request on analysis of time impact using the Project Schedule as its baseline, and shall propose as a new Substantial Completion date to account for the impact. The Contractor shall submit a written request to the Contracting Officer setting forth facts and analysis in sufficient detail to enable the Contracting Officer to evaluate the Contractor's entitlement to an extension of time.

(2) The Contractor shall only be entitled to an extension of time to the extent that (a) Substantial Completion of the Work is delayed by causes for which the Contractor is not responsible under this Contract, and (b) the actual or projected Substantial Completion date is later than the date required by this Contract for Substantial Completion.

(3) The Contractor shall not be entitled to an extension of time if the Contractor has not updated the Project Schedule in accordance with this Contract.

(4) The Government shall not be liable for any costs to mitigate time impacts incurred by the Contractor that occur less than 30 calendar days after the date the Contractor submits a request for extension of time in compliance with this clause.

### III.F. Interpretation of Specifications and Drawings

FAR 52.236-21, Specifications and Drawings for Construction, and GSAR 552.236-77 Specifications and Drawings are supplemented as follows:

(1) For the purposes of FAR 52.236-21, GSAR 552.236-77 and this clause, specifications and drawings refer only to those included among the Contract Documents, and not to those produced by the Contractor pursuant to its responsibilities under this Contract.

(2) Different requirements within the Contract Documents shall be deemed inconsistent only if compliance with both cannot be achieved.

### III.G. Submittals

(1) The Contractor shall prepare and submit to the Contracting Officer design documents, shop drawings, samples, calculations, product information, mockups, and other submittals (collectively, "submittals") as specified in the Contract Documents.

(2) The Contractor shall submit design documents for review in accordance with PBS-P100. GSA shall review submittals for the limited purpose of verifying that the documents conform to the design criteria expressed in the Contract Documents.

(3) The Contractor shall not proceed with work or procure products or materials described or shown in submittals until the Contracting Officer has indicated approval of the submittal.

Any work or activity undertaken prior to approval shall be at the Contractor's risk; should the Contracting Officer subsequently determine that the work or activity does not comply with the Contract, the Contractor shall be responsible for all cost and time required to comply with the Contracting Officer's determination. The Contracting Officer shall have the right to order the Contractor to cease execution of work for which submittals have not been approved. The Government shall not be liable for any cost or delay incurred by the Contractor attributable to the proper exercise of this right.

(4) The Contractor shall direct to the Contracting Officer's attention, in writing, all deviations or changes in resubmitted submittals. In the absence of such written notice, the Contracting Officer's approval of a resubmission shall not include or apply to such deviations or changes.

(5) Sustainable Purchasing Submittals.

To simplify compliance with the Federal sustainable purchasing requirements set forth in FAR Parts 11 and 23, PBS has identified those products ("Key Sustainable Products" or "KSPs") that are used most frequently in its contracts and developed sustainability standards for those products that meet all Federal requirements. The Contractor must show compliance with the KSP standards, where KSPs are furnished by the Contractor in performance of the work.

Where KSPs are provided by the Contractor, the Contractor must submit specific documentation of compliance with all applicable sustainable attributes. Acceptable documentation includes manufacturer specification sheets; technical data sheets; product data sheets; environmental product declarations; manufacturer submittal sheets; and manufacturer letters. Key Sustainable Products listed in the Green Procurement Compilation at https://sftool.gov/green-

products/1037/key-sustainable-products?agency=9 have been pre-certified; for these products, correctly-dated screenshots showing each applicable product on the list are sufficient.

The Contractor must submit compliance documentation to the Contracting Officer at the time designated in this Contract for submittals generally. If no other submittals are required as part of this Contract, the Contractor shall submit proof of KSP compliance at least 10 business days before the start of work. The Contractor shall send KSP submittals electronically where possible and the words “KSP product submittal” included in filenames.

The Key Sustainable Products and associated standards are listed in the table below.

*PBS Key Sustainable Products and Standards*

*Construction Materials*

| *Product* | *Sustainability Standard* |
|---|---|
| Nylon carpet | NSF 140 Gold certification and<br>≥ 10% post-consumer recovered content |
| Interior latex paint | ≤ 50 grams per liter (g/L) VOCs post-tint (i.e. SCAQMD Rule 1113 standard) |
| Gypsum board | Greenguard Gold certification |
| Acoustical ceiling tiles | Meets the California Section 01350 standard for low-VOC materials and<br>Total recycled content ≥ 20% and<br>Recyclable in a closed loop process and<br>USDA Certified BioPreferred and<br>Environmental Product Declaration (EPD) available |
| Concrete (ready-mix and site-mix) | ≥ 15% fly ash or<br>≥ 25% ground granulated blast-furnace (GGBF) slag |

Compliance with the KSP standards does not relieve the Contractor from compliance with any other sustainability requirement of this Contract.

### III.H. Substantial Completion and Contract Completion

FAR 52.211-10, Commencement, Prosecution, and Completion of Work, FAR 52.211-12, Liquidated Damages (Construction), and GSAR 552.246-72, Final Inspection and Tests, are supplemented as follows:

(1) For the purposes of FAR 52.211-10, Commencement, Prosecution and Completion of Work, and FAR 52.211-12, Liquidated Damages (Construction), the Work shall be deemed complete when it is “Substantially Complete.” The Work shall be deemed "Substantially Complete" if and

only if the Contractor has completed the Work and related Contract obligations in accordance with the Contract Documents, such that the Government may enjoy the intended access, occupancy, possession, and use of the entire Work without impairment due to incomplete or deficient work, and without interference from the Contractor's completion of remaining work or correction of deficiencies in completed work. In no event shall the Work be deemed

Substantially Complete if all fire and life safety systems are not tested and accepted by the Authority Having Jurisdiction, where such acceptance is required under the Contract.

(2) With reasonable advance notice, the Contractor shall submit to the Contracting Officer a written proposal recommending a Substantial Completion date (Notice of Substantial Completion). The Contracting Officer shall conduct inspections and make a determination of Substantial Completion within a reasonable time. If the Contracting Officer takes exception to the Notice of Substantial Completion, the Contractor shall be entitled to a written notice of conditions precluding determination of Substantial Completion.

(3) The Contractor shall only be entitled to an extension of time to address such conditions if, and to the extent that, the Contracting Officer provides notice of such conditions more than thirty (30) calendar days after receipt of the Notice of Substantial Completion.

(4) Substantial Completion shall be established by the Contracting Officer's issuance of a written determination specifying the date upon which the Work is Substantially Complete.

(5) The Contract is complete (Contract Completion) if and only if the Contractor has completed all Work and related Contract obligations, corrected all deficiencies and all punch list items, and complied with all conditions for final payment.

(6) Unless otherwise specifically noted, or otherwise clear from context, all references in this Contract to "acceptance" shall refer to issuance of a written determination of Substantial Completion.

(7) The Contractor shall not be entitled to final payment or release of any retainage held by the Government until after Contract Completion. If the Contractor does not achieve Contract Completion within the time required by this Contract, the Government shall be entitled, after providing notice to the Contractor, to complete any work remaining unfinished. The Contractor shall be liable to the Government for all costs incurred by the Government to complete such work.

### III.I. Use and Possession Prior to Substantial Completion

FAR 52.236-11, Use and Possession Prior to Completion, is supplemented as follows:

Exercise by the Government of the right conferred by FAR 52.236-11 shall not relieve the Contractor of responsibility for completing any unfinished components of the Work.

### III.J. Finality of Contract Modifications

As set forth elsewhere in this Contract, the Contractor is entitled to additional consideration under certain conditions, including the issuance of change orders. It is the Contractor's duty to include in proposals for equitable adjustment or other consideration all compensation to which it may be entitled, including cost and time. Unless otherwise explicitly stated in a modification to the Contract providing such consideration, adjustments to the Contract price or time agreed upon therein shall be deemed to provide all compensation to which the Contractor is entitled,

and shall constitute final settlement of the Contractor's entitlement to compensation on account of the change or other condition giving rise to the modification.

### III.K. Liquidated Damages

FAR 52.211-12, Liquidated Damages, is supplemented as follows:

(1) The Contractor acknowledges that time is of the essence for the performance of the Work, and that determining actual damages from delay would be extremely difficult and impractical. If the Contractor fails to achieve Substantial Completion of the Work within the time specified in this Contract, the Contractor shall be liable to the Government for liquidated damages at the rate specified in Section I (Project Information), paragraph entitled, "*Liquidated Damages Rate*," for each calendar day following the required completion date that the Work is not Substantially Complete.

(2) If the Contract requires different completion dates for different phases or portions of the Work, the Contractor shall be liable for liquidated damages at the specified rate for each calendar day following the required completion date that the phase or portion of Work is not Substantially Complete. If a single rate is specified, the specified rate shall be apportioned between the different phases or portions of the Work.

(3) If the Government elects to accept any portion of the Work not specifically designated as a phase or portion of Work with its own required completion date, the liquidated damage rate shall be apportioned between accepted work and uncompleted work, and the Contractor's liability for liquidated damages shall be computed accordingly.

### III.L. Insurance Requirements

(1) The Contractor shall obtain and maintain for the entire life of the Contract, in addition to any insurance required by law, the following minimum kinds and amounts of insurance required pursuant to FAR clause 52.228-5, Insurance – Work on a Government Installation, and GSAR 552.228-5, Government as Additional Insured.

(a) Workers' compensation insurance in the amount required by the jurisdiction in which the Contract is performed. The Contractor shall obtain Employers' liability coverage of at least $2,000,000. If occupational diseases are not covered by workers' compensation insurance, Employers' liability coverage shall include occupational diseases.

(b) Broad form comprehensive commercial general liability insurance in the amount of at least $5,000,000 per occurrence. Such insurance shall include, but not be limited to, contractual liability, bodily injury and property damage.

(c) Comprehensive automobile liability covering the operation of all automobiles used in connection with performing the Contract in the amount of at least $1,000,000 per person and $2,500,000 per occurrence for bodily injury and $1,000,000 per occurrence for property damage.

(2) The Contractor shall require that the licensed design professionals it retains for the Project acquire and maintain professional liability insurance in the amount of $5,000,000 per claim and shall provide proof to the Contracting Officer.

(3) The Contractor shall promptly provide to the Contracting Officer proof that it has obtained insurance required by the Contract in the form of certificates of insurance. The Contractor shall submit to the Contracting Officer all renewal certificates issued during the life of this Contract immediately upon issuance.

### III.M. Order of Precedence

Different requirements within this Contract shall be deemed inconsistent only if compliance with both cannot be achieved. In case of inconsistency between Contract Documents, the following order of precedence shall apply:

(1) Section IV of the Agreement

(2) Sections I, II, and III of the Agreement

(3) The Statement of Work

(4) The Specifications

(5) The Drawings

(6) Exhibits and Other Attachments

### III.N. Administrative Matters

(1) *Project Meetings*. The Contractor shall attend a preconstruction conference and shall participate in regularly scheduled Project meetings.

(2) *Schedule of Values*. The Contractor shall prepare and submit for approval a detailed cost breakdown of the Contract price, to be referred to as the Schedule of Values, assigning values to each component of the Work. Values must include all direct and indirect costs, although a separate value for bond costs may be established. The Schedule of Values must contain sufficient detail to enable the Contracting Officer to evaluate applications for payment. If this Contract requires that the Project Schedule be cost loaded, the Schedule of Values will be derived from the Project Schedule.

(3) *Payments*. FAR clause 52.232-5, Payments under Fixed-Price Construction Contracts, is supplemented as follows:

(a) Before submitting a request for payment, the Contractor shall attend preinvoice payment meetings each month, as scheduled, with the designated Government representative for the purpose of facilitating review and approval of payment requests. Payment meetings may be conducted in person or by telephone. The Contractor shall provide documentation to support the prospective payment request.

(b) The Contractor shall submit its invoices to the Contracting Officer. Separate payment requests shall be submitted for progress payments, payments of retainage, and partial or final payments.

(c) If the invoice does not meet the requirements of FAR Clause 52.232-27 (a)(2) and the requirements specified in Subparagraphs (3)(a),(d),(e),and(f) of the Administrative Matters clause, the Contracting Officer may be return the invoice to the Contractor without payment for

correction. If the Contracting Officer disputes the requested payment amount, the Government may pay the portion of the requested payment that is undisputed.

(d) Invoices shall be submitted in an original and two (2) copies to the designated billing office specified in this Contract or in individual delivery/work orders.

(e) Invoices must include the Account Document Number (ADN) assigned at award.

(f) The Contractor shall submit the following information or documentation with each invoice:

(i) GSA Form 184A and/or 184B - Construction Progress Report (Construction Phases Only) or AIA Form G702, including the updated Schedule of Values upon which the payment request is based;

(ii) GSA Form 2419 - Certification of Progress Payments Under Fixed-Price Construction Contract;

(iii) The payment terms that apply for the particular services rendered;

(iv) Additional documentation:

N/A

(g) GSA will not be obligated to issue final payment unless the Contractor has furnished to the Contracting Officer a release of claims against the Government relating to this Contract, and submitted all required product warranties, as-built drawings, operating manuals, and other items as specified in the Contract. The Contractor may reserve from the release specific claims only if such claims are explicitly identified with stated claim amounts. All release forms must bear the original signature of the signer and must be affixed with the Contractor's corporate seal or the seal of a Notary Public.

(4) *Prompt Payment*. In accordance with FAR clause 52.232-27, the period for payments is as follows:

(a) Progress Payments: 14 days

(b) Subsequent Subcontractor Payments: 7 days

(5) *Payment Information.* The General Services Administration (GSA) makes information on contract payments available electronically at http://www.finance.gsa.gov. The Contractor may register at the site and review its record of payments. This site provides information only on payments made by GSA, not by other agencies.

(6) *Security Clearances.* Contractor shall comply with the following requirements pertaining to security clearances:

(a) All personnel performing work under the Contract on the Project site must obtain an Enter on Duty (EOD) determination before they will be granted access to the site.

(b) To obtain an EOD determination, Contractor shall submit for all such personnel fingerprints on Form SF87 and a completed Contractor Information Worksheet (CIW). Detailed

information is available at http://www.gsa.gov/portal/category/107203 . USAccess Credentialing Centers can be located at http://www.fedidcard.gov/centerlist.aspx.

(c) In addition, all such personnel who will be on site 6 months or longer must apply for and receive clearance in accordance with Homeland Security Presidential Directive 12 (HSPD-12). See Section IV, *Contract Clauses*, GSAR 552.204-9.

(7) *Safeguarding and Dissemination of Sensitive But Unclassified (SBU) Building Information.* This clause applies to all recipients of SBU building information, including offerors, bidders, awardees, contractors, subcontractors, lessors, suppliers and manufacturers.

(a) Marking SBU. Contractor-generated documents that contain building information must be reviewed by GSA to identify any SBU content, before the original or any copies are disseminated to any other parties. If SBU content is identified, the Contracting Officer (CO) may direct the contractor, as specified elsewhere in this contract, to imprint or affix SBU document markings to the original documents and all copies, before any dissemination.

(b) Authorized recipients.

(i) Building information designated SBU must be protected with access strictly controlled and limited to those individuals having a legitimate business need to know such information. Those with a need to know may include Federal, State and local government entities, and nongovernment entities engaged in the conduct of business on behalf of or with GSA. Nongovernment entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, utilities, and others submitting an offer or bid to GSA, or performing work under a GSA contract or subcontract. Recipient contractors must be registered as “active” in the System for Award Management (SAM) database at www.sam.gov and have a legitimate business need to know such information. If a subcontractor is not registered in the SAM and has a need to possess SBU building information, the subcontractor shall provide to the contractor its DUNS number or its tax ID number and a copy of its business license. The contractor shall keep this information related to the subcontractor for the duration of the contract and subcontract.

(ii) All GSA personnel and Contractors must be provided SBU building information when needed for the performance of official Federal, State, and local government functions, such as for code compliance reviews and for the issuance of building permits. Public safety entities such as fire and utility departments may require access to SBU building information on a need to know basis. This clause must not prevent or encumber the dissemination of SBU building information to public safety entities.

c. Dissemination of SBU building information:

(i) By electronic transmission. Electronic transmission of SBU information outside of the GSA network must use session encryption (or alternatively, file encryption). Encryption must be via an approved NIST algorithm with a valid certification, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules per GSA policy.

(ii) By nonelectronic form or on portable electronic data storage devices. Portable electronic data storage devices include, but are not limited to CDs, DVDs, and USB drives. Nonelectronic forms of SBU building information include paper documents, among other formats.

1) By mail. Contractors must utilize only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.

2) In person. Contractors must provide SBU building information only to authorized recipients with a need to know such information. Further information on authorized recipients is found in Section 2 of this clause.

d. Record keeping. Contractors must maintain a list of all entities to which SBU is disseminated, in accordance with sections 2 and 3 of this clause. This list must include at a minimum: (1) the name of the State, Federal, or local government entity, utility, or firm to which SBU has been disseminated; (2) the name of the individual at the entity or firm who is responsible for protecting the SBU building information, with access strictly controlled and limited to those individuals having a legitimate business need to know such information; (3) contact information for the named individual; and (4) a description of the SBU building information provided. Once “as built” drawings are submitted, the contractor must collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and/or suppliers, and submit them to the CO. For Federal buildings, final payment may be withheld until the lists are received.

e. Safeguarding SBU documents. SBU building information (both electronic and paper formats) must be protected, with access strictly controlled and limited to those individuals having a legitimate business need to know such information.

GSA contractors and subcontractors must not take SBU building information outside of GSA or their own facilities or network, except as necessary for the performance of that contract. Access to the information must be limited to those with a legitimate business need to know.

f. Destroying SBU building information. When no longer needed, SBU building information must be destroyed so that marked information is rendered unreadable and incapable of being restored, in accordance with guidelines provided for media sanitization within GSA CIO IT Security 06-32, Media Sanitization Guide and Appendix A of NIST Special Publication 800-88, Guidelines for Media Sanitization. Alternatively, SBU building information may be returned to the CO.

g. Notice of disposal. The contractor must notify the CO that all SBU building information has been returned or destroyed by the contractor and its subcontractors or suppliers in accordance with paragraphs 4 and 6 of this clause, with the exception of the contractor's record copy. This notice must be submitted to the CO at the completion of the contract to receive final payment. For leases, this notice must be submitted to the CO at the completion of the lease term. The contractor may return the SBU documents to the CO rather than destroying them.

h. Incidents. All improper disclosures of SBU building information must be immediately reported to the CO at <insert address and contact information> . If the contract provides for progress payments, the CO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of SBU building information. Progress payments may also be withheld for failure to comply with any provision in this clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.

i. Subcontracts. The contractor and subcontractors must insert the substance of this clause in all subcontracts.

### III.O. Non-Compliance with Contract Requirements

In the event the Contractor, after receiving written notice from the Contracting Officer of non-compliance with any requirement of this Contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to stop any or all work under the Contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of Contract time or payment for any costs incurred as a result of being ordered to stop work for such cause.

### III.P. Safeguarding Sensitive Data and Information Technology Resources

In accordance with FAR 39.105, this section is included in the contract. This section applies to all users of sensitive data and information technology (IT) resources, including awardees, contractors, subcontractors, lessors, suppliers and manufacturers. The following GSA policies must be followed. These policies can be found at http://www.gsa.gov/directives.

1. CIO P 2100.1 GSA Information Technology (IT) Security Policy
2. CIO P 2100.2B GSA Wireless Local Area Network (LAN) Security
3. CIO 2100.3B Mandatory Information Technology (IT) Security Training Requirement for Agency and Contractor Employees with Significant Security Responsibilities
4. CIO 2104.1A GSA Information Technology IT General Rules of Behavior
5. CIO 2105.1 B GSA Section 508: Managing Electronic and Information Technology for Individuals with Disabilities
6. CIO 2106.1 GSA Social Media Policy
7. CIO 2107.1 Implementation of the Online Resource Reservation Software
8. CIO 2160.4 Provisioning of Information Technology (IT) Devices
9. CIO 2162.1 Digital Signatures
10. CIO P 2165.2 GSA Telecommunications Policy
11. CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information (PII)
12. CIO 2182.2 Mandatory Use of Personal Identity Verification (PIV) Credentials
13. CIO P 1878.2A Conducting Privacy Impact Assessments (PIAs) in GSA
14. CIO IL-13-01 Mobile Devices and Applications
15. CIO IL-14-03 Information Technology (IT) Integration Policy
16. HCO 9297.1 GSA Data Release Policy
17. HCO 9297.2B GSA Information Breach Notification Policy
18. ADM P 9732.1 D Suitability and Personnel Security

The contractor and subcontractors must insert the substance of this section in all subcontracts.

# IV. Contract Clauses

## IV.A. Clauses Incorporated In Full Text

(1) FAR 52.222-99 Establishing a Minimum Wage for Contractor (JUL 2014) (DEVIATION)

This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09, Implementation of the President's Executive Order Establishing a Minimum Wage for Contractors, dated June 12, 2014.

(a) Each service employee, laborer, or mechanic employed in the United States (the 50 states and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be $10.10 per hour.

(b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

(c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.

(d) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).

(e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

(2) FAR 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEPT 2013)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—

(1) The product cannot be acquired—

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

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at http://www.biopreferred.gov.

(c) In the performance of this contract, the Contractor shall—

(1) Report to http://www.sam.gov, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than—

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

(3) FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 08)

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

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this Contract, shall—

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to the Contracting Officer.

(4) GSAR 552.204-9 Personal Identity Verification Requirements (OCT 2012)

(a) The contractor shall comply with GSA personal identity verification requirements, identified at http://www.gsa.gov/hspd12, if contractor employees require access to GSA controlled facilities or information systems to perform contract requirements.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have access to a GSA-controlled facility or access to a GSA-controlled information system.

(5) GSAR 552.252-6 Authorized Deviations in Clauses (Deviation FAR 52.252-6) (SEP 99)

(a) Deviations to FAR clauses.

(1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of "(DEVIATION)" after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

(2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of "(DEVIATION (FAR clause no.))" after the date of the clause.

(b) Deviations to GSAR clauses. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of "(DEVIATION)" after the date of the clause.

(c) "Substantially the same as" clauses. Changes in wording of clauses prescribed for use on a "substantially the same as" basis are not considered deviations.

(6) Buy American Requirements

**52.225-9 Buy American-Construction Materials.**

As prescribed in 25.1102(a), insert the following clause:

BUY AMERICAN-CONSTRUCTION MATERIALS (MAY 2014)

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

"Commercially available off-the-shelf (COTS) item"-

(1) Means any item of supply (including construction material) that is-

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"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-

(3) 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

(4) 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;

(2) A construction material manufactured in the United States, if-

(i) 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; or

(ii) The construction material is a COTS item.

"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 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). 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 information technology that is a commercial item or to the construction materials or components listed by the Government as follows: *None*

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute 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 statute 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 statute.

(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 statute 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 statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(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*

(7) <u>Additional Clauses</u>
(8) <u>Special 8(a) Requirements</u>

52.219-18 Notification of Competition Limited to Eligible 8(a) Concerns. (Deviation) - June 2003

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer—

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) *Agreement*. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed $25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The **DCM Architecture & Engineering LLC** will notify the General Services Administration's Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party. (End of clause)

### IV.B. Clauses Incorporated by Reference

The following FAR/GSAR clauses are supplemented in Section III, Terms and Conditions: 52.211-10, 52.211-12, 52.211-13, 52.228-5, 52.232-5, 52.232-27, 52.236-6, 52.236-11, 52.236-13, 52.236-23, 52.236-21, 552.228-5, 552.236-77, 552.236-78, and 552.246-72.

(1) FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The full text of a clause may also be accessed electronically at this address:

http://www.acquisition.gov/comp/far/index.html

(2) Federal Acquisition Regulation (FAR) Clauses:

| NUMBER | TITLE | DATE |
|---|---|---|
| 52.202-1 | Definitions | NOV 13 |
| 52.203-3 | Gratuities | APR 84 |
| 52.203-5 | Covenant Against Contingent Fees | MAY 14 |
| 52.203-6 | Restrictions on Subcontractor Sales to the Government | SEP 06 |
| 52.203-7 | Anti-Kickback Procedures | MAY 14 |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | MAY 14 |
| 52.203-10 | Price or Fee Adjustment for Illegal or Improper Activity | MAY 14 |

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|---|---|---|
| 52.203-12 | Limitation on Payments to Influence Certain Federal Transactions | OCT 10 |
| 52.203-13 | Contractor Code of Business Ethics and Conduct (If Contract is Greater than $5 Million or Performance Period is Greater than 120 Days) | APR 10 |
| 52.203-14 | Display of Hotline Poster(s) (If Contract is Greater than $5 Million) | DEC 07 |
| 52.203-17 | Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights | APR 14 |
| 52.204-2 | Security Requirements | AUG 96 |
| 52.204-4 | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper | MAY 11 |
| 52.204-7 | System for Award Management | JUL 13 |
| 52.204-9 | Personal Identity Verification of Contractor Personnel | JAN 11 |
| 52.204-10 | Reporting Executive Compensation and First Tier Subcontract Awards | JUL 13 |
| 52.204-13 | System for Award Management Maintenance | JUL 13 |
| 52.204-14 | Service Contract Reporting Requirements (Applies to contracts estimated total value of $500,000 or greater) | JAN 14 |
| 52.204-18 | Commercial and Government Entity Code Maintenance | NOV 14 |
| 52.204-19 | Incorporation by Reference of Representations and Certifications | DEC 14 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment | AUG 13 |
| 52.209-9 | Updates of Publicly Available Information Regarding Responsibility Matters | JUL 13 |
| 52.209-10 | Prohibition on Contracting with Inverted Domestic Corporations | DEC 14 |
| 52.211-10 | Commencement, Prosecution, and Completion of Work | APR 84 |
| 52.211-12 | Liquidated Damages—Construction | SEP 00 |
| 52.211-13 | Time Extensions | SEP 00 |
| 52.211-18 | Variation in Estimated Quantity | APR 84 |
| 52.215-2 | Audit and Records-Negotiation | OCT 10 |
| 52.215-10 | Price Reduction for Defective Cost or Pricing Data | AUG 11 |
| 52.215-11 | Price Reduction for Defective Cost or Pricing Data—Modifications | AUG 11 |
| 52.215-12 | Subcontractor Cost or Pricing Data | OCT 10 |
| 52.215-13 | Subcontractor Cost or Pricing Data—Modifications | OCT 10 |

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|---|---|---|
| 52.215-15 | Pension Adjustments and Asset Reversions | OCT 10 |
| 52.215-17 | Waiver of Facilities Capital Cost of Money | OCT 97 |
| 52.215-18 | Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions | JUL 05 |
| 52.219-8 | Utilization of Small Business Concerns | OCT 14 |
| 52.219-14 | Limitations on Subcontracting | NOV 11 |
| 52.219-28 | Post-Award Small Business Program Rerepresentation | JUL 13 |
| 52.222-3 | Convict Labor | JUN 03 |
| 52.222-4 | Contract Work Hours and Safety Standards—Overtime Compensation | MAY 14 |
| 52.222-6 | Construction Wage Rate Requirements | MAY 14 |
| 52.222-7 | Withholding of Funds | MAY 14 |
| 52.222-8 | Payrolls and Basic Records | MAY 14 |
| 52.222-9 | Apprentices and Trainees | JUL 05 |
| 52.222-10 | Compliance with Copeland Act Requirements | FEB 88 |
| 52.222-11 | Subcontracts (Labor Standards) | MAY 14 |
| 52.222-12 | Contract Termination—Debarment | MAY 14 |
| 52.222-13 | Compliance with Construction Wage Rate Requirements and Related Regulations | MAY 14 |
| 52.222-14 | Disputes Concerning Labor Standards | FEB 88 |
| 52.222-15 | Certification of Eligibility | MAY 14 |
| 52.222-21 | Prohibition of Segregated Facilities | APR 15 |
| 52.222-26 | Equal Opportunity | APR 15 |
| 52.222-27 | Affirmative Action Compliance Requirements for Construction | APR 15 |
| 52.222-35 | Equal Opportunity for Veterans | JUL 14 |
| 52.222-36 | Equal Opportunity for Workers with Disabilities | JUL 14 |
| 52.222-37 | Employment Reports on Veterans | JUL 14 |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act | DEC 10 |
| 52.222-50 | Combating Trafficking in Persons | MAR 15 |

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|---|---|---|
| 52.222-54 | Employment Eligibility Verification | AUG 13 |
| 52.222-55 | Minimum Wages Under Executive Order 13658 | DEC 14 |
| 52.223-3 | Hazardous Material Identification and Material Safety Data | JAN 97 |
| | Alternate I | JUL 95 |
| 52.223-5 | Pollution Prevention and Right-to-Know Information | MAY 11 |
| 52.223-6 | Drug-Free Workplace | MAY 01 |
| 52.223-9 | Estimate of Percentage of Recovered Material Content for EPA-designated Products | MAY 08 |
| 52.223-15 | Energy Efficiency in Energy-Consuming Products | DEC 07 |
| 52.223-17 | Affirmative Procurement of EPA-designated Items in Service and Construction Contracts | MAY 08 |
| 52.223-18 | Encouraging Contractor Policies to Ban Text Messaging While Driving | AUG 11 |
| 52.223-19 | Compliance with Environmental Management Systems | MAY 11 |
| 52.224-1 | Privacy Act Notification | APR 84 |
| 52.224-2 | Privacy Act | APR 84 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | JUN 08 |
| 52.227-1 | Authorization and Consent | DEC 07 |
| 52.227-2 | Notice and Assistance Regarding Patent and Copyright | DEC 07 |
| 52.227-4 | Patent Indemnity—Construction Contracts | DEC 07 |
| 52.227-23 | Rights to Proposal Data (Technical) | JUN 87 |
| 52.228-2 | Additional Bond Security | OCT 97 |
| 52.228-5 | Insurance—Work on a Government Installation | JAN 97 |
| 52.228-11 | Pledges of Assets | JAN 12 |
| 52.228-12 | Prospective Subcontractor Requests for Bonds | MAY 14 |
| 52.228-14 | Irrevocable Letter of Credit | MAY 14 |
| 52.228-15 | Performance and Payment Bonds—Construction | OCT 10 |
| 52.229-3 | Federal, State, and Local Taxes | FEB 13 |
| 52.232-5 | Payments under Fixed-Price Construction Contracts | MAY 14 |
| 52.232-17 | Interest | MAY 14 |

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|---|---|---|
| 52.232-23 | Assignment of Claims | MAY 14 |
| 52.232-27 | Prompt Payment for Construction Contracts | MAY 14 |
| 52.232-33 | Payment by Electronic Funds Transfer—System for Award Management | JUL 13 |
| 52.232-39 | Unenforceability of Unauthorized Obligations | JUN 13 |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors | DEC 13 |
| 52.233-1 | Disputes | MAY 14 |
| | Alternate I | DEC 91 |
| 52.233-3 | Protest after Award | AUG 96 |
| 52.233-4 | Applicable Law for Breach of Contract Claim | OCT 04 |
| 52.236-2 | Differing Site Conditions | APR 84 |
| 52.236-3 | Site Investigation and Conditions Affecting the Work | APR 84 |
| 52.236-5 | Material and Workmanship | APR 84 |
| 52.236-6 | Superintendence by the Contractor | APR 84 |
| 52.236-7 | Permits and Responsibilities | NOV 91 |
| 52.236-8 | Other Contracts | APR 84 |
| 52.236-9 | Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements | APR 84 |
| 52.236-10 | Operations and Storage Areas | APR 84 |
| 52.236-11 | Use and Possession Prior to Completion | APR 84 |
| 52.236-12 | Cleaning Up | APR 84 |
| 52.236-13 | Accident Prevention Alternate I | NOV 91 |
| 52.236-14 | Availability and Use of Utility Services | APR 84 |
| 52.236-17 | Layout of Work | APR 84 |
| 52.236-21 | Specifications and Drawings for Construction | FEB 97 |
| 52.236-23 | Responsibility of the Architect-Engineer Contractor | APR 84 |
| 52.236-25 | Requirements for Registration of Designers | JUN 03 |
| 52.242-13 | Bankruptcy | JUL 95 |
| 52.242-14 | Suspension of Work | APR 84 |
| 52.243-4 | Changes | JUN 07 |

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|---|---|---|
| 52.244-6 | Subcontracts for Commercial Items | APR 15 |
| 52.245-1 | Government Property Alternate 1 | APR 12 |
| 52.245-9 | Use and Charges | APR 12 |
| 52.246-12 | Inspection of Construction | AUG 96 |
| 52.246-21 | Warranty of Construction | MAR 94 |
| 52.249-2 | Termination for Convenience of the Government (Fixed-Price) | APR 12 |
| | Alternate I | SEP 96 |
| 52.249-10 | Default (Fixed-Price Construction) | APR 84 |
| 52.253-1 | Computer Generated Forms | JAN 91 |

(3) GSA Acquisition Regulation (GSAR) Clauses:

| NUMBER | TITLE | DATE |
|---|---|---|
| 552.203-71 | Restriction on Advertising | SEP 99 |
| 552.211-72 | References to Specifications in Drawings | FEB 96 |
| 552.215-70 | Examination of Records by GSA | FEB 96 |
| 552.219-75 | GSA Mentor-Protégé Program | SEP 09 |
| 552.219-76 | Mentor Requirements and Evaluation | MAR 12 |
| 552.227-71 | Drawings and Other Data to Become Property of the Government | MAY 89 |
| 552.228-5 | Government as Additional Insured | MAY 09 |
| 552.229-70 | Federal, State, and Local Taxes | APR 84 |
| 552.236-70 | Definitions | APR 84 |
| 552.236-71 | Authorities and Limitations | APR 84 |
| 552.236-74 | Working Hours | APR 84 |
| 552.236-75 | Use of Premises | APR 84 |
| 552.236-76 | Measurements | APR 84 |
| 552.236-77 | Specifications and Drawings | SEP 99 |
| 552.236-78 | Shop Drawings, Coordination Drawings, and Schedules | SEP 99 |
| 552.236-80 | Heat | APR 84 |

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|---|---|---|
| 552.236-82 | Subcontracts | APR 84 |
| 552.243-71 | Equitable Adjustments | JAN 09 |
| 552.246-72 | Final Inspection and Tests | SEP 99 |

(4) 8(a) Set-Aside

This contract is an 8(a) Set-Aside; the following clause is incorporated by reference:

| | | |
|---|---|---|
| 552.219-74 | Section 8(a) Direct Award | SEP 99 |

In accordance with 552.219-74, the cognizant SBA district office is:

NEW JERSEY DISTRICT OFFICE (SBA office code 0299)

### IV.C. Subcontract Requirements

The Contractor is advised that many FAR, GSAR and other Agreement clauses are required to be flowed down to subcontracts. Clauses containing flow down requirements include, but may not be limited to, those listed below. Clauses marked by an asterisk (*) are not required to be flowed down to subcontracts for professional architect or engineer services. Clauses marked by a double asterisk (**) are only required to be flowed down to subcontracts for professional architect or engineer services.

Unless otherwise indicated, the extent of the flow down shall be as required in the clause. The Contractor is responsible for ensuring that all necessary flow-down clauses are included in all subcontracts.

(1) FAR Clauses:

| NUMBER | TITLE | DATE |
|---|---|---|
| | Applicable Buy American Clause* (See Buy American Requirements under “Clauses Incorporated in Full Text” in Section IV) | |
| 2.203-7 | Anti-Kickback Procedures | MAY 14 |
| 52.203-10 | Price or Fee Adjustment for Illegal or Improper Activity | MAY 14 |
| 52.203-12 | Limitation on Payments to Influence Certain Federal Transactions | OCT 10 |
| 52.203-13 | Contractor Code of Business Ethics and Conduct (If Contract is Greater than $5 Million or Performance Period is Greater than 120 Days) | APR 10 |
| 52.203-14 | Display of Hotline Poster(s) (If Contract is Greater than $5 Million) | DEC 07 |
| 52.204-9 | Personal Identity Verification of Contractor Personnel | JAN 11 |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards | AUG 12 |
| 52.204-14 | Service Contract Reporting Requirements (Applies to contracts estimated total value of $500,000 or greater) | JAN 14 |

| | | |
|---|---|---|
| 52.215-2 | Audit and Records – Negotiation | OCT 10 |
| 52.215-12 | Subcontractor Cost or Pricing Data | OCT 10 |
| 52.215-13 | Subcontractor Cost or Pricing Data – Modifications | OCT 10 |
| 52.215-15 | Pension Adjustments and Asset Reversions | OCT 10 |
| 52.215-18 | Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions | JUL 05 |
| 52.222-4 | Contract Work Hours and Safety Standards—Overtime Compensation* | MAY 14 |
| 52.222-6 | Construction Wage Rate Requirements* | MAY 14 |
| 52.222-7 | Withholding of Funds* | MAY 14 |
| 52.222-8 | Payrolls and Basic Records* | MAY 14 |
| 52.222-9 | Apprentices and Trainees* | JUL 05 |
| 52.222-10 | Compliance with Copeland Act Requirements* | FEB 88 |
| 52.222-11 | Subcontracts (Labor Standards)* | MAY 14 |
| 52.222-12 | Contract Termination—Debarment* | MAY 14 |
| 52.222-13 | Compliance with Construction Wage Rate Requirements and Related Regulations* | MAY 14 |
| 52.222-14 | Disputes Concerning Labor Standards* | FEB 88 |
| 52.222-15 | Certification of Eligibility* | MAY 14 |
| 52.222-21 | Prohibition of Segregated Facilities | APR 15 |
| 52.222-26 | Equal Opportunity | APR 15 |
| 52.222-27 | Affirmative Action Compliance Requirements for Construction* | APR 15 |
| 52.222-35 | Equal Opportunity for Veterans | JUL 14 |
| 52.222-36 | Equal Opportunity for Workers with Disabilities | JUL 14 |
| 52.222-37 | Employment Reports on Veterans | JUL 14 |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act | DEC 10 |
| 52.222-50 | Combating Trafficking in Persons | MAR 15 |
| 52.222-54 | Employment Eligibility Verification | AUG 13 |
| 52.222-55 | Minimum Wages Under Executive Order 13658 | DEC 14 |

| | | |
|---|---|---|
| 52.223-6 | Drug-Free Workplace | MAY 01 |
| 52.223-15 | Energy Efficiency in Energy-Consuming Products* | DEC 07 |
| 52.223-17 | Affirmative Procurement of EPA-designated Items in Service and Construction Contracts* | MAY 08 |
| 52.223-18 | Encouraging Contractor Policies to Ban Text Messaging While Driving | AUG 11 |
| 52.223-19 | Compliance with Environmental Management Systems | MAY 11 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | JUN 08 |
| 52.227-1 | Authorization and Consent | DEC 07 |
| 52.228-5 | Insurance—Work on a Government Installation | JAN 97 |
| 52.236-13 | Accident Prevention Alternate I* | NOV 91 |
| 52.236-23 | Responsibility of the Architect-Engineer Contractor** | APR 84 |
| 52.236-25 | Requirements for Registration of Designers** | JUN 03 |

(2) GSA Acquisition Regulation (GSAR) Clauses:

| NUMBER | TITLE | DATE |
|---|---|---|
| 552.215-70 | Examination of Records by GSA | FEB 96 |
| 552.227-71 | Drawings and Other Data to Become Property of the Government** | MAY 89 |

(3) Agreement Clauses:

In Section III of this contract, *Sensitive But Unclassified (SBU) Building Information* and Safeguarding Sensitve Date and information Technology Resources. (Terms and Conditions)

GSA,PBS, National Capital Region

**August 19, 2016**

FROM: **TONY O. HUBBARD**
Contracting Officer
Office of Acquisition, Repair & Alterations Center 2

TO: **IAN MATTONEN**

SUBJECT: Notice of Appointment of Contracting Officer's Representative for contract number **GS-11-P-16-YT-C-7173** for the **Design-Build of the Hot Water Loop at the NAC**

1. I, **Tony O. Hubbard**, Contracting Officer hereby designate **Ian Mattonen**, Contracting Officer's Representative as my authorized representative to administer contract number **GS-11-P-16-YT-C-7173** awarded to **DCM Architecture & Engineering LLC**; in accordance with FAR 42, GSAM 542.202 and 543.202. You are delegated the contract administration duties as described herein for this contract. You are responsible for all duties listed and have no authority to re-delegate any assigned responsibilities. This delegation applies only to this contract and shall terminate on completion of the contract or by action of the contracting officer.

2. You are authorized by this delegation to take action with respect to the following terms and conditions of the contract:

    a. Verify that the contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.

    b. Maintain liaison and direct communications with the contractor. Written communication with the contractor and other documents pertaining to the contract shall be signed as COR with a copy furnished to the CO for the official contract file. Any interpretation of technical requirements shall be issued in writing to the contractor.

    c. Monitor the contractor's performance and notify the contractor, in writing, of deficiencies observed during surveillance, and direct appropriate action to effect correction. Verify that corrective action has been taken. Record and report in writing to the CO, incidents of faulty or nonconforming work, delays, or problems which may have a significant impact on the completion of this contract and which are beyond your authority to solve.

    d. All HSPD-12 clearance activities required for contractor personnel in performance of this contract. As part of this duty you are responsible for collecting any government issued IDs when a contract employee finishes their duties associated with this contract. All IDs must be collected at the end of the contract.

    e. Ensure that any Government furnished property is available when required, per the contract. You are responsible in accordance with PBS 3490.2,

**U.S. General Services Administration**
**301 7th Street, SW**
**Washington, DC 20407**
**www.gsa.gov**

Document Security for Sensitive But Unclassified Building Information, for ensuring that the contractor complies with the contract requirements for the handling of documents that are Sensitive But Unclassified.

f. Monitor schedules and progress to ensure compliance with the requirements.

g. Enforce compliance with the wage determinations included in the contract. Ensure wage determinations are posted prominently at all times and that certified payrolls are collected weekly in accordance with FAR 52.222-8. Periodically interview workers for proper Davis-Bacon wage classifications and correct wages and report to the Contracting Officer any disproportionate number of laborers, helpers, and apprentices to journeymen. Improper classifications or payment of wages shall be reported to the Department of Labor.

h. Prepare payment packages and approve all progress or partial payments. You are not authorized to approve the final payment under the contract. Payments shall be based on a schedule of values for work in place and completed. You are responsible for ensuring that all payment are proper in accordance with the regulations.

i. Monitor the contactor's quality control, compliance with environmental laws/other environmental requirements and all safety requirements.

j. All changes in excess of your authority or outside the intent/scope of work to be performed are to be submitted to the CO for approval and must include all necessary concurrences, justifications, financial and technical backup documentation. Any change order is subject to the availability of funds. When a change order is not forward priced, the supplemental agreement (contract modification) reflecting equitable adjustment in contract terms must be approved by the CO.

k. Prior to any Show Cause, Final Decision, or Termination action being rendered on this contract, you shall provide the CO with all pertinent correspondence, specifications, drawings, records, etc., relative to the dispute, along with your recommendation. No Final Decision shall be considered requested of the CO until the Contractor (not a Subcontractor) has presented his position in writing to the CO and has requested a Contracting Officer's Final Decision in accordance with FAR 33. Upon the request of the Contracting Officer or the Contractor, you shall make all arrangements for a meeting to discuss the dispute and be prepared to present your position at that time.

l. Contractor performance records must be prepared and maintained throughout the duration at major milestones. The contract performance will documented in the Contractor Performance Assessment Reporting System (CPARS). The website for CPARS is http://www.cpars.gov. The Contracting Office will initiate your access to the system for this contract. Upon request by the Contracting Officer you must input performance data into the system for the Contracting Officer's approval. At a minimum this will be annually or at completion of the contract.

m. If the contract is a small business set-aside, including 8(a) contract, you are responsible for ensuring the contractor complies with FAR 52.219-14, Limitations on Subcontracting and submits with each payment request a

certification that he is in compliance with this requirement.

n. If the contractor is a large business, you are responsible for reviewing of the respective Electronic Subcontract Reporting System (eSRS) in accordance with FAR clauses 52.219-9 and 52.219-16 and monitoring his compliance with the plan.

3. You are further required to maintain adequate records and documentation to sufficiently describe the performance of your duties as COR during the life of this contract and distribute such records to the CO and official contract file as applicable. At a minimum, the COR file shall contain the following:

   a. A copy of the appointment letter from the CO and proof of COR/COTR training.

   b. A copy of the contract, delivery orders and all modifications thereto.

   c. All correspondence initiated by you concerning performance of the contract.

   d. Memoranda for the record of minutes of all meetings or discussions with the contractor, or others.

   e. Records pertaining to the contractor's performance and quality control.

   f. Records pertaining to all government furnished property. The record should contain the date and the condition of the pro perty provided, the date and condition of the property when returned.

   g. Certification of receipt and inspection of services delivered in support of payment requests. All payment request documentation including payrolls, subcontractor invoices and other requirements of the contract payment clauses.

4. Your attention is also directed to the Anti-Deficiency Act. You are responsible for monitoring the obligation of funds and assuring that no commitment of funds beyond the amount authorized under this contract is made without prior pre-validation and approval.

5. Limitations to your authority.

   a. The primary government representative responsible for the management and administration of this contract is the CO.

   b. Your authority is limited to the specifics of this delegation. You are NOT empowered in any way obligate the payment of money by the government without properly executed change to the contract. This includes taking any action, either directly or indirectly that could result in a change in cost, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract.

   c. You are not authorized to render a final decision under the "Disputes" clause, approve final payment, or authorize any waiver of, or deviation from, the contract clauses, terms and conditions or direct performance of work other than that required by the contract.

   d. You are cautioned to ensure that the contract does not become a personal service contract through your actions or the actions of other government personnel who may assist you in the performance of your duties.

e. **You may be held personally liable for an unauthorized act**.

6. All personnel engaged in contract and related activities shall conduct business dealing with industry in a manner above reproach in every aspect and shall protect the U.S. Government's interest, as well as maintain its reputation for fair and equal dealings with all contractors.
7. Should you have direct or indirect financial interest that would place you in a position where there is a conflict between your private interest and the public interest of the United States, you shall advise your supervisor of the conflict so that appropriate actions can be taken. You shall avoid the appearance of such conflict to maintain public confidence in the U.S. Government's conduct of business with the private sector.
8. This designation shall remain in effect throughout the life of this contract unless revoked by the CO. Such termination shall be in writing. If your designation is revoked for any reason before completion of this contract, you shall brief your successor on the current status of the contract. If you are reassigned or separated from service, you shall request termination and relief from your duties in advance of reassignment or separation to permit timely selection and designation of a successor.
9. You are required to acknowledge receipt of this appointment in the appropriate spaces provided below. The original document should be returned for retention in the contract file. Your signature also serves as certification that you have read and understand the contents of this document.

**Appointment of**
**Contracting Officer's Representative/Contracting Officer's Technical Representative**
**Contract number GS-11-P-16-YT-C-7173**
**Design-Build Hot Water Loop at the NAC**

Tony O. Hubbard, GSA Contracting Officer, R&A Center 2 Date

**Receipt of this appointment for the abovementioned contract is hereby acknowledged.**

Ian Mattonen, PBS NCR Organization Date

General Decision Number: DC160002 08/05/2016 DC2
Superseded General Decision Number: DC20150002
State: District of Columbia
Construction Type: Building
County: District of Columbia Statewide.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---|---|
| 0 | 01/08/2016 |
| 1 | 01/15/2016 |
| 2 | 02/19/2016 |
| 3 | 05/20/2016 |
| 4 | 06/03/2016 |
| 5 | 06/10/2016 |
| 6 | 06/17/2016 |
| 7 | 07/01/2016 |
| 8 | 07/08/2016 |
| 9 | 07/22/2016 |
| 10 | 08/05/2016 |

ASBE0024-007 10/01/2015

| | Rates | Fringes |
|---|---|---|
| ASBESTOS WORKER/HEAT & FROST INSULATOR | $ 34.33 | 13.92 |

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

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ASBE0024-008 10/01/2015

Rates Fringes

ASBESTOS WORKER: HAZARDOUS
MATERIAL HANDLER.....$ 21.61 5.54

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

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ASBE0024-014 10/01/2015

Rates Fringes

FIRESTOPPER.....$ 26.81 5.98

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 pasage of fire, smoke of other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, sealing of penetrating items and blank openings.

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BRDC0001-002 05/03/2015

Rates Fringes

BRICKLAYER.....$ 30.36 9.69

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CARP0177-003 01/01/2016

Rates Fringes

CARPENTER, Includes Drywall
Hanging, Form Work, and Soft
Floor Laying-Carpet.....$ 27.56 9.18

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CARP0179-001 05/01/2016

Rates Fringes

PILEDRIVERMAN.....$ 29.19 9.45

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CARP0219-001 04/01/2016

| | Rates | Fringes |
|---|---|---|
| MILLWRIGHT..... | $ 32.04 | 9.93 |

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ELEC0026-016 06/06/2016

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN, Includes Installation of HVAC/Temperature Controls..... | $ 43.70 | 16.06 |

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ELEC0026-017 09/01/2014

| | Rates | Fringes |
|---|---|---|
| ELECTRICAL INSTALLER (Sound & Communication Systems)..... | $ 27.05 | 8.58 |

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

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

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ELEV0010-001 01/01/2016

| | Rates | Fringes |
|---|---|---|
| ELEVATOR MECHANIC..... | $ 41.90 | 29.985+a+b |

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

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

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IRON0005-005 06/01/2016

| | Rates | Fringes |
|---|---|---|
| IRONWORKER, STRUCTURAL AND ORNAMENTAL..... | $ 30.85 | 19.435 |

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IRON0201-006 05/01/2016

| | Rates | Fringes |
|---|---|---|
| IRONWORKER, REINFORCING..... | $ 27.90 | 19.13 |

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LABO0657-015 06/01/2015

| | Rates | Fringes |
|---|---|---|
| LABORER: Skilled..... | $ 22.63 | 7.31 |

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

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MARB0002-004 05/01/2016

| | Rates | Fringes |
|---|---|---|

MARBLE/STONE MASON.....$ 35.91 16.17

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

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MARB0003-006 05/01/2016

Rates Fringes

TERRAZZO WORKER/SETTER.....$ 27.25 10.68

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MARB0003-007 05/01/2016

Rates Fringes

TERRAZZO FINISHER.....$ 22.46 9.75

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MARB0003-008 05/01/2016

Rates Fringes

TILE SETTER.....$ 27.25 10.68

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MARB0003-009 05/01/2016

Rates Fringes

TILE FINISHER.....$ 22.46 9.75

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PAIN0051-014 06/01/2014

Rates Fringes

GLAZIER
Glazing Contracts $2
million and under.....$ 24.77 9.85
Glazing Contracts over $2
million.....$ 28.61 9.85

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* PAIN0051-015 06/01/2016

Rates Fringes

PAINTER
Brush, Roller, Spray and
Drywall Finisher.....$ 24.89 9.15

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PLAS0891-005 07/01/2013

Rates Fringes

PLASTERER.....$ 28.33 5.85

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PLAS0891-006 02/01/2014

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...$ 27.15 9.61

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* PLAS0891-007 08/01/2016

Rates Fringes

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

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

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PLUM0005-010 08/01/2015

Rates Fringes

PLUMBER.....$ 39.67 16.60+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.

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PLUM0602-008 08/01/2015

| | Rates | Fringes |
|---|---|---|
| PIPEFITTER, Includes HVAC Pipe Installation | $ 38.89 | 19.97+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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ROOF0030-016 05/01/2016

| | Rates | Fringes |
|---|---|---|
| ROOFER | $ 28.75 | 11.74 |

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SFDC0669-002 04/01/2016

| | Rates | Fringes |
|---|---|---|
| SPRINKLER FITTER (Fire Sprinklers) | $ 33.40 | 18.52 |

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SHEE0100-015 07/01/2016

| | Rates | Fringes |
|---|---|---|
| SHEET METAL WORKER (Including HVAC Duct Installation) | $ 40.27 | 17.24+a |

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

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SUDC2009-003 05/19/2009

| | Rates | Fringes |
|---|---|---|

LABORER: Common or General.....$ 13.04 2.80

LABORER: Mason Tender -
Cement/Concrete.....$ 15.40 2.85

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

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

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage

determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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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