AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
1	5/25/95		RFL 93021

6. ISSUED BY — CODE

neral Services Administration
01 W. Peachtree Street, NW Suite 2500
Atlanta, GA 30365-2550
ATTN: Dan Koenig (4PEA)

7. ADMINISTERED BY (If other than Item 6) — CODE

Ron L. Head
Contracting Officer
Commercial Brokerage Division
Public Buildings Service

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

Keating Development Company
One Bala Avenue
Bala Cynwyd, PA 19004

CODE | FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.: MFL 93021

9B. DATED (SEE ITEM 11): 3/20/95

10A. MODIFICATION OF CONTRACT/ORDER NO.:

10B. DATED (SEE ITEM 13):

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [X] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Continuation to Amendment of Solicitation/Modification of Contract, Page 2 of 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. [redacted] (b) (6)

15B. CONTRACTOR/OFFEROR [redacted] (b) (6) — (Signature of person authorized to sign)

15C. DATE SIGNED: 6/12/95

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): Ron L. Head, Contracting Officer [redacted] (b) (6)

16B. UNITED STATES OF AMERICA BY [redacted] (b) (6) — (Signature of Contracting Officer)

16C. DATE SIGNED: 5/25/95

2. AMENDMENT /MODIFICATION NO.	3. EFFECTIVE DATE	4. SOLICITATION NO.	5. PROJECT NO.
1	May 24, 1995	MFL 93021	RFL 93021

DESCRIPTION OF AMENDMENT/MODIFICATION

A. Volume 1, Part 1, Project Overview, Paragraph 1.1, Proposal Due Date, is amended as follows:

Change "The submission date for Phase 2 proposals from those offerors who meet the Phase 1 minimum requirements is tentatively established as 4:00 p.m., EST, on Friday, June 16, 1995." to read "The submission date for Phase 2 proposals from those offerors who meet the Phase 1 minimum requirements is tentatively established as 4:00 p.m., EST, on Tuesday, June 13, 1995."

B. Volume 1, Part 3, Contract Administration , Paragraph 1.4, Tax Adjustment , is amended as follows:

Add "In accordance with this paragraph, the base year real estate taxes for purposes of adjustments are hereby established as $250,000.

C. Volume 3, Part 1, Design Program, Paragraph 3.7.11, Parking and Transportation, is amended as follows:

Change "... employee parking must be located within one quarter mile walking distance from the building ..." to read "... employee parking must be located within one third of a mile walking distance from the building ..."

D. Volume 3, Part 1, Design Program, Paragraph 3.7.10., Security Systems, is amended as follows:

[redacted] (b) (4)

E. Volume 4, Part 2, Proposal Submission Requirements, Paragraph 1.3, Delivery Date, is amended as follows:

Change "The submission date for Phase 2 proposals from those offerors who meet the Phase 1 minimum requirements is tentatively established as 4:00 p.m., EST, on Friday, June 16, 1995." to read "The submission date for Phase 2 proposals from those offerors who meet the Phase 1 minimum requirements is tentatively established as 4:00 p.m., EST, on Tuesday, June 13, 1995."

F. For purposes of clarification, the following information is provided regarding the computer room (approximately 200 sq. ft.) to be located in the space to be occupied by the Clerk of Court:

The computer room in the Clerk of Court office should be provided with a raised platform floor and a 200 AMP power panel with service independent of the other electrical power requirements of the floor. There should be at least four 4" conduits running from the computer room to the nearest communications closet. The computer room should have independent environmental controls to maintain desired temperatures and humidity at all times. Additional information regarding the specific requirements for this room will be provided during design development after award.

G. The following items will be considered lump sum reimbursable and will be included in the design pending the approval of funding from the Courts. Offerors should provide detailed cost estimates (showing the cost of materials, labor, overhead and profit, etc.) for each of these items with their Phase 2 proposals. Offerors should not include the cost of these items as a part of the rental consideration.

1. Each courtroom should be provided with a built-in wall clock at a location specified by the court during design development after award. The type, style, and size of the wall clock must be approved by the court and should be sufficiently large to be clearly seen by all courtroom participants.
2. Each jury box should be equipped with a small (approximately 1/4 inch) red and green signal light built into the front of the jury box. Control buttons for the two lights should be mounted at the clerk's bench and the judge's bench.
3. The clerk's bench and law clerk's bench should be equipped with a small (approximately 1/4 inch) white signal light with control buttons at the judge's bench and at the entrance of the courtroom.
4. Each judicial officer's secretary area should be equipped with a small (approximately 1/4 inch) white signal light and buzzer which is controlled from the judge's bench to allow the judge to summon chambers staff to the courtroom.
5. A low tone signal bell control should be mounted at the entrance of each courtroom which will sound off in the law clerk's office, the court reporters office, and the courtroom deputy clerk's office to summon those individuals to the commencement of court.

mvs

CONTRACTOR/OFFEROR	UNITED STATES OF AMERICA
mvs (Initials)	(Initials)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
2	6/9/95		RFL 93021

6. ISSUED BY CODE

General Services Administration
401 W. Peachtree St. NW Suite 2500
Atlanta, GA 30365-2550
ATTN: Dan Koenig (4PEA)

7. ADMINISTERED BY (If other than Item 6) CODE

Carolyn J. Webster
Contracting Officer
Commercial Brokerage
Public Buildings Service

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

(x)

9A. AMENDMENT OF SOLICITATION NO.

MFL 93021

9B. DATED (SEE ITEM 11)

3/20/95

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [X] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Continuation to Amendment of Solicitation/Modification of Contract, Page 2 of 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Carolyn J. Webster Contracting Officer	
15B. CONTRACTOR/OFFEROR [redacted] (b) (6) (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY [redacted] (b) (6) (Signature of Contracting Officer)	16C. DATE SIGNED 6/9/95

CONTINUATION TO AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT /MODIFICATION NO.	3. EFFECTIVE DATE	4. SOLICITATION NO.	5. PROJECT NO.
2	June 9, 1995	MFL 93021	RFL 93021

DESCRIPTION OF AMENDMENT/MODIFICATION

A. Clarification of references to the Facilities Standards for the Public Buildings Service publication (PQ 100.1).

All reference to the PQ 100 or PQ 100.1 versions of the Facilities Standards for the Public Buildings Service found in the Solicitation for Offers are considered to be references to PQ 100.1. All references to PQ 100 should be changed to read PQ 100.1.

B. Volume 4, Part 2, Proposal Submission Requirements, Paragraph 2.2.3.B, Evidence of Capability to Perform, is amended as follows:

Offerors should include in their statement of compliance with local zoning laws required for Phase 2 offers evidence of control of additional off-street parking (as required by local code) as follows: (1) identification of the potential site(s) or spaces to be purchased or leased; (2) a statement outlining the current level of control of the site(s) or spaces; (3) a brief summary of the negotiations with the owner/lessor (e.g., description of phone conversations, copies of written correspondence, and/or minutes from face to face meetings); and (4) a breakdown of the associated costs which have been included in the price proposal.

C. Volume 3, Part 1, Design Program, Paragraph 3.4.2.D is deleted in its entirety.

D. Volume 1, Part 1, Project Overview, Exhibit C, Assignable Option for Ground Lease, Lease of Real Property, Easement Agreement, is amended as follows:

The "Assignable Option for Ground Lease" and "Lease of Real Property" included in Exhibit C are deleted and replaced with the "Amended and Restated Assignable Option for Ground Lease" and "Exhibit 'A' Lease of Real Property" attached to this amendment. These documents formally incorporate the changes previously included in the documents deleted herein. (Refer to the SFO cover letter dated March 20, 1995).

NT [redacted] (b) (6)

(Initials)

UNITED STATES OF AMERICA

Gw 6/9/95

(Initials)

MVS

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
3	6/30/95		RFL 93021

6. ISSUED BY CODE

General Services Administration
401 W. Peachtree Street, NW, Suite 2500
Atlanta, GA 30365-2550
ATTN: Dan Koenig (4PEA)

7. ADMINISTERED BY *(If other than Item 6)* CODE

Ron L. Head
Contracting Officer
Commercial Brokerage Division
Public Buildings Service

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

CODE | FACILITY CODE

(x)

9A. AMENDMENT OF SOLICITATION NO.

MFL 93021

9B. DATED *(SEE ITEM 11)*

3/20/95

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED *(SEE ITEM 13)*

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [X] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

( ) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

See Continuation to Amendment of Solicitation/Modification of Contract, Page 2 through Page 4.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*	15C. DATE SIGNED	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	16C. DATE SIGNED
[redacted] (b) (6)		Ron L. Head Contracting Officer	
(Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA BY [redacted] (b) (6) *(Signature of Contracting Officer)*	7/30/95

2. AMENDMENT /MODIFICATION NO.	3. EFFECTIVE DATE	4. SOLICITATION NO.	5. PROJECT NO.
3	June 30, 1995	MFL 93021	RFL 93021

DESCRIPTION OF AMENDMENT/MODIFICATION

A. The following General Clauses (SFO Volume 2, Part 1) are hereby revised, added, or deleted (unchanged language is indicated by standard typeface and changes or additions are indicated by the use of underlined text):

2.4 552.270-35 - Statement of Lease (Aug. 1992).

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter jointly addressed to Lessor and such lender, prospective lender or purchaser stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the Lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; ~~and~~ (3) whether any notice of default has been issued; (4) subject to the conditions stated in this clause, to the best of the Contracting officer's knowledge, as of the date of such letter, whether a default exists under the Lease; and(5) and whether or not the Government has assessed any liquidated damages pursuant to this Lease, and in the event the Government has assessed liquidated damages, the sum of the unpaid liquidated damages which amount shall constitute the entire amount of liquidated damages assessed under the Lease as of the date of such letter.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable prepurchase and precommitment inspection of the premises and Building and by inquiry to appropriate Federal, State and local Government officials.

2.8 552.270-39 - Mutuality of Obligation (Aug. 1992).

~~The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.~~

3.1 552.270-27 - Delivery and Condition (Aug. 1992).

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The Government reserves the right to determine when the space is substantially complete, and such determination shall be made in accordance with the terms of this Lease. In the event the Government occupies the space in increments, such early occupancy shall not amend or modify the term of the Lease. The term of the Lease shall be deemed to commence on the date that is one (1) business day after the date on which the Government accepts the entire premises as substantially complete and not when increments thereof are complete and occupied by the Government.

(b) If the premises do not in every respect comply with the provisions of this Lease the Contracting Officer may, in accordance with the Failure in Performance clause of this Lease, elect to reduce the rent payments.

3.3 552.270-30 - Progressive Occupancy (Aug. 1992).

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. Notwithstanding the foregoing, the commencement date of the Lease term shall be the date that is one (1) business day after the date on which the Government accepts the entire premises as substantially complete.

mvS

CONTRACTOR/OFFEROR	UNITED STATES OF AMERICA
MVS (Initials)	(Initials)

2. AMENDMENT /MODIFICATION NO.	3. EFFECTIVE DATE	4. SOLICITATION NO.	5. PROJECT NO.
3	June 30, 1995	MFL 93021	RFL 93021

DESCRIPTION OF AMENDMENT/MODIFICATION

A. (Continued)

3.5 552.270-13 - Fire and Casualty Damage (Aug. 1992).

If the entire premises are destroyed by fire or other casualty, this Lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenantable for a period of ninety (90) days, as determined solely by the Government, the Government may terminate the Lease by giving written notice to the Lessor within fifteen (15) calendar days of the fire or other casualty; if so terminated, no rent will accrue to the Lessor after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage. In such event, the Lessor shall be given a reasonable time to restore the premises based upon the amount and type of destruction. Such a determination shall be made solely by the Government. Additionally, the Lessor shall secure and pay the rental and moving costs for alternate space to house the operations of the Government displaced during the Lessor's restoration of the premises following partial destruction or damage. Nothing in this Lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

3.7 552.270-19 - Alterations (Jun. 1985).

The Government shall have the right during the existence of this Lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the Lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space. For the purposes of this Paragraph, the premises shall include the land on which the building is located and the building itself. Any increase in cost in operating and maintaining the building as a result of any alterations made by the Government shall be the responsibility of the Government.

3. 12 Interruption of Services.

Unless the design or construction of the premises is the cause for substandard condition or poor quality of any services provided by public utilities, Lessor shall not be responsible for, and shall have no liability with respect to the quality or condition of any services provided by public utilities and the Government shall not have the right to off-set of any rent as a result of an interruption of service provided by any public utility to the premises. The Lessor shall not be responsible for or subject to damages in the event the Government fails to meet its financial or other obligations to make payments to any public utility company providing services to the premises.

10.1 552.270-40 - Asbestos and Hazardous Waste Management (Aug. 1992).

The certifications made by the Offeror regarding asbestos and hazardous waste management contained in the representation and certification provisions of this Lease are material representations of fact upon which the Government relies when making award. If it is later determined that the presence or management of asbestos and/or hazardous waste has been misrepresented, and that the presence of Hazardous Materials is not due to the activities of the Government after possession, the Government reserves the right to require the Lessor, at no cost to the Government, to abate (remove, encapsulate, enclose, or repair) such asbestos and/or mitigate hazardous waste conditions, with such work performed in accordance with Federal (e.g., EPA, OSHA, and DOT), State, and local regulations and guidance, or, alternatively, the Government may terminate the Lease. This is in addition to other remedies available to the Government.

B. The following language allowing for the revision of unit prices after award for unit cost for adjustment items is hereby added to Paragraph 1.3 of SFO Volume 1, Part 3:

"Unit prices should reflect estimated market prices at the time of contract award. Unit prices will be reviewed at the request of the contractor six months after contract award and twelve months after contract award to determine whether substantial anomalies have occurred in the market prices of construction materials and labor which affect the unit costs. If the Government determines, based on documentation provided by the contractor and independent estimates obtained by the Government, that substantial increases in market prices have occurred and that the unit costs in the contract are substantially below market prices, the Government will adjust the unit costs in a fair and equitable manner."

MVS

CONTRACTOR/OFFEROR	UNITED STATES OF AMERICA
MVS (Initials)	(Initials)

2. AMENDMENT /MODIFICATION NO.	3. EFFECTIVE DATE	4. SOLICITATION NO.	5. PROJECT NO.
3	June 30, 1995	MFL 93021	RFL 93021

DESCRIPTION OF AMENDMENT/MODIFICATION

C. Paragraph 1.3, Schedule of Finishes, of Volume 3, Part 1, Page 6-12) is hereby revised as follows:

All references to SA-1, acoustical tile fiberglass base panels, in the ceiling category of the finish schedule should be changed to SA-2, acoustical tile mineral base panels.

D. Paragraph 2.2.2.B.2, Architectural Drawings, of SFO Volume 4, Part 2, Page 16, is hereby amended to add the following architectural drawings to the submittal requirement for Phase 2 offers:

[redacted] (b) (7)(F)

END OF AMENDMENT

MVS

CONTRACTOR/OFFEROR	UNITED STATES OF AMERICA
MVS (Initials)	(Initials)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF PAGE
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
-	7/31/95		RFL 93021

6. ISSUED BY — CODE

General Services Administration
401 W. Peachtree Street, NW, Suite 2500
Atlanta, GA 30365-2550
ATTN: DanKoenig (4PEA)

7. ADMINISTERED BY (If other than Item 6) — CODE

Ron L. Head
Contraction Officer
Commercial Brokerage Division
Public Buildings Service

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

(x) 9A. AMENDMENT OF SOLICITATION NO.: MFL 93021

9B. DATED (SEE ITEM 11): 3/20/95

10A. MODIFICATION OF CONTRACT/ORDER NO.:

10B. DATED (SEE ITEM 13):

CODE — FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Continuation to Amendment of Solicitation/Modification of Contract, Page 2 through Page 7.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	15C. DATE SIGNED	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	16C. DATE SIGNED
[redacted] (b) (6) (Signature of person authorized to sign)		Ron L. Head Contracting Officer; 16B. UNITED STATES OF AMERICA BY [redacted] (b) (6) (Signature of Contracting Officer)	7/31/95

MVS

2. AMENDMENT /MODIFICATION NO.	3. EFFECTIVE DATE	4. SOLICITATION NO.	5. PROJECT NO.
4	July 31, 1995	MFL 93021	RFL 93021

6. DESCRIPTION OF AMENDMENT/MODIFICATION

The Space Allocation Summary Table outlined under Paragraph 1.2.2, Occupiable Area Requirements, of SFO Volume 3, Part 1.2, Space Allocation, is hereby amended as follows: (unchanged figures are indicated by standard typeface and changes or additions are indicated by the use of double underlined text):

(b) (7)(F)

[redacted]

mvs

CONTRACTOR/OFFEROR

mvs

(Initials)

UNITED STATES OF AMERICA

(Initials)

2. AMENDMENT /MODIFICATION NO.	3. EFFECTIVE DATE	4. SOLICITATION NO.	5. PROJECT NO.
4	July 31, 1995	MFL 93021	RFL 93021

DESCRIPTION OF AMENDMENT/MODIFICATION

A. [redacted] (b) (7)(F)

mvs

CONTRACTOR/OFFEROR

mvs
(Initials)

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UNITED STATES OF AMERICA

(Initials)

2. AMENDMENT /MODIFICATION NO.	3. EFFECTIVE DATE	4. SOLICITATION NO.	5. PROJECT NO.
4	July 31, 1995	MFL 93021	RFL 93021

SCRIPTION OF AMENDMENT/MODIFICATION

A. [redacted] (b) (7)(F)

mvs

CONTRACTOR/OFFEROR mvs (Initials)

UNITED STATES OF AMERICA (Initials)

CONTINUATION TO AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT /MODIFICATION NO.	3. EFFECTIVE DATE	4. SOLICITATION NO.	5. PROJECT NO.
4	July 31, 1995	MFL 93021	RFL 93021

6. DESCRIPTION OF AMENDMENT/MODIFICATION

(b) (7)(F)

[redacted]

CONTRACTOR/OFFEROR

MVS

(Initials)

UNITED STATES OF AMERICA

(Initials)

2. AMENDMENT /MODIFICATION NO.	3. EFFECTIVE DATE	4. SOLICITATION NO.	5. PROJECT NO.
4	July 31, 1995	MFL 93021	RFL 93021

DESCRIPTION OF AMENDMENT/MODIFICATION

Paragraph 1.4.1.B, of Volume 3, Part 1, Paragraph 1.4, Special Requirements, Page 6-13 is hereby amended to add the following additional design direction:

The following information is provided to clarify the required number of jury seats in each courtroom:

Courtroom	Minimum # of Seats	Description
Magistrate	14	includes accommodation for one disabled juror
District	16-18	includes accommodation for one disabled juror
Special Proceedings	18	includes accommodation for one disabled juror

C. Paragraph 3.2.1, of SFO Volume 3, Part 3.2, Architectural, is hereby amended to add the following:

F. Floor-to-Floor Height Flexibility - While the floor-to-floor heights shown in the East-West Building Section included in Part 1.6 of this Volume are preferred, floor-to-floor heights may be adjusted as follows in order to maximize the efficiency of the building design. Floor-to-floor heights on the first and second floors are flexible as long as they can fully accommodate 10'-0" high ceilings. Floor-to-floor heights on the third and fourth floor should remain at 19'-0" as shown in the East-West Building Section. Floor-to-floor heights on the fifth floor are flexible as long as they can fully accommodate the 18'-0" ceiling height required in the special proceedings courtroom.

D. Paragraph 3.2.2.B, of SFO Volume 3, Part 3.2, Architectural, is hereby amended to add the following paragraph:

Cement plaster exterior wall systems must be applied over concrete unit masonry in order to provide the best security, permanence, durability, wind resistance, and water-proofing. Installation should include 3/4" cement plaster on metal lath. Bituminous damp-proofing should be applied on the exterior of the concrete unit masonry. Concrete unit masonry should be reinforced to meet all code criteria.

E. Paragraph 4.7.6, of SFO Volume 3, Part 4.7, Division 7 - Thermal and Moisture Protection, is hereby deleted and replaced with the following:

4.7.6 SECTION 07320 - ROOFING TILES

A. PROJECT INCLUDES

1. Roofing tiles for roofing applications.

B. QUALITY ASSURANCE

1. Field Constructed Mock-Up: Typical Area.
   a. Type: Clay -or-
   b. Type: Concrete.
   c. Style: Spanish S design -or-
   d. Style: Mission barrel design.
   e. Accessories: Hip and ridge tiles; felt, ASTM D 266; rubberized asphalt perimeter underlayment; metal flashing and fasteners.
   f. Specialties: Hurricane clips.
2. Wind Uplift - UL 580
3. Warranty: Provide manufacturer's standard 50 year warranty.

C. PRODUCTS

a. Type: Clay -or-
b. Type: Concrete.
c. Style: Spanish S design -or-
d. Style: Mission barrel design.
e. Accessories: Hip and ridge tiles; felt, ASTM D 266; rubberized asphalt perimeter underlayment; metal flashing and fasteners.
f. Specialties: Hurricane clips.

mvs

2. AMENDMENT /MODIFICATION NO.	3. EFFECTIVE DATE	4. SOLICITATION NO.	5. PROJECT NO.
4	July 31, 1995	MFL 93021	RFL 93021

DESCRIPTION OF AMENDMENT/MODIFICATION

F. Paragraph 2.2.2, Technical Proposal, of SFO Volume 4, Part 2.2, PHASE 2: Submission Requirements, is hereby amended to add the following additional narrative requirements to the submittal requirement for Phase 2 offers:

Provide additional narrative describing the materials and proposed construction of the security "barrier" at the security check point in the main entrance lobby. This barrier/wall should be at least eight feet high and should be constructed of sturdy/durable materials which will prevent the transfer of contraband from unsecured to secured areas of the lobby. Attention should also be paid toward eliminating the passage of contraband from the unsecured lobby to the second floor balcony.

Provide additional narrative describing the means of access to roof areas for purposes of maintenance, inspections, etc.

Provide additional narrative describing the provision of exterior signage as specified in Paragraph 4.10.5 of Volume 3, Part 1.

As a part of the best and final offer, offerors must provide a signed copy of the attached Statement of Compliance.

G. Paragraph 2.2.3, Price Proposal, of SFO Volume 4, Part 2.2, PHASE 2: Submission Requirements, is hereby amended to add the following to the submittal requirement for Phase 2 offers:

Offerors should include the cost of installing a vapor tight liner or barrier between the excavated surface of the site and the concrete slab of the building in the annual rent shown in the best and final price proposal. A separate estimate and detailed cost breakdown (including materials, labor, etc.) for the cost of the vapor barrier, as included in the annual rent, should be provided with the price proposal.

END OF AMENDMENT

mvs

CONTRACTOR/OFFEROR	UNITED STATES OF AMERICA
mvs (Initials)	(Initials)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 4

2. AMENDMENT/MODIFICATION NO. 5

3. EFFECTIVE DATE 8/15/95

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable) RFL93021

6. ISSUED BY CODE

General Services Administration
401 W. Peachtree Street, NW, Suite 2500
Atlanta, GA 30365-2550
ATTN: Dan Koenig (4PEA)

7. ADMINISTERED BY (If other than Item 6) CODE

Ron L. Head
Contracting Officer
Commercial Brokerage Division
Public Buildings Service

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

CODE FACILITY CODE

(✓) 9A. AMENDMENT OF SOLICITATION NO. MFL 93021

9B. DATED (SEE ITEM 11) 3/20/95

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [X] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Continuation to Amendment of Solicitation/Modification of Contract, Page 2 through Page 4.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Ron L. Head
Contracting Officer

15B. CONTRACTOR/OFFEROR [redacted] (b) (6)
(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA
BY [redacted] (b) (6)
(Signature of Contracting Officer)

16C. DATE SIGNED

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV. 10-83)

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2. AMENDMENT / MODIFICATION NO.	3. EFFECTIVE DATE	4. SOLICITATION NO.	5. PROJECT NO.
5	August 15, 1995	MFL 93021	RFL 93021

DESCRIPTION OF AMENDMENT/MODIFICATION

A. The following paragraphs are hereby added to SFO Volume 1, Part 3, Paragraph 1, Lease Provisions:

1.13 Use of Leased Premises.

Provided no event of termination or default has occurred as defined under this lease, the Government shall not cease its use of the leased premises as a Courthouse or for other Governmental offices for a period in excess of one hundred and eighty (180) days.

1.14 Inspection and Operation.

Upon termination of this lease, the Site and Improvements shall be returned to the Lessor, normal wear and tear excepted, with all systems operational, subject to the provisions for termination or default as defined under this lease.

1.15 Vapor Barrier Installation.

Notwithstanding any provisions to the contrary herein, the Government covenants that it shall not reduce the rent or effectuate any of its remedies for default in the event the recommended vapor barrier, so long as properly installed at the site (as described at 2.4.1. of Volume 1, Part 1), fails to remediate or control the presence of petroleum vapors in the leased premises. The performance requirements for the vapor barrier shall be incorporated into the inspections/tests section of the Quality Control Plan (SFO Volume 1, Part 2 Paragraph 2) and shall include a written certification from the Architect of Record agreeing with and approving of the design and installation of the vapor barrier. Improper installation of the vapor barrier shall not release the Lessor from any liability or remedy otherwise available under this lease.

B. The following General Clauses (SFO Volume 2, Part 1, and Amendment #3 to the SFO) are hereby revised, added, or deleted (unchanged language is indicated by standard typeface and changes or additions are indicated by the use of underlined text):

2.1 552.270-11 - Subletting and Assignment (Aug. 1992).

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease only for the purpose of the operation of a U. S. Courthouse and for other Federal governmental offices, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any sublet or assignment shall be subject to prior written consent of Lessor and Lessor's mortgagee, which shall not be unreasonably withheld.

3.2 552.270-28 - Default in Delivery - Time Extensions (Jun. 1994).

(a) With respect to Lessor's obligation to deliver the premises substantially complete by the delivery date (as such date may be modified pursuant to this lease), time is of the essence. If the Lessor fails to prosecute the work with the diligence that will insure its substantial completion by the Delivery Date ~~or~~ and fails to substantially complete the work ~~by such date~~ within thirty (30) calendar days beyond the Delivery Date, the Government may, by notice to the Lessor and Lessor's mortgagee, terminate this lease, which termination shall be effective when received by Lessor. The Lessor and the Lessor's sureties, if any, shall be jointly and severally liable for any damages to the Government resulting from such termination, as provided in this clause. The Government shall be entitled to the following damages:

(1) The Government's aggregate rent and estimated real estate tax and operating cost adjustments for the firm term and all option terms of its replacement lease or leases, in excess of the aggregate rent and estimated real estate tax and operating cost adjustments for the term; provided, if the Government procures replacement premises for a term (including all option terms) in excess of the term, the Lessor shall not be liable for excess Government rent or adjustments during such excess part of such term;

(2) All administrative and other costs borne by the Government in procuring a replacement lease or leases;

(3) Such other, additional relief as may be provided for in this lease, at law or in equity.

(4) Damages to which the Government may be entitled under this clause shall be due and payable thirty (30) days next following the date Lessor receives notice from the Contracting Officer specifying such damages.

(b) Delivery by Lessor of less than the minimum occupiable square footage required by this lease shall in no event be construed as substantial completion, except as permitted by the Contracting Officer.

(c) Notwithstanding paragraph (a) of this clause, this lease shall not be terminated under this clause nor the Lessor charged with damages under this clause, if (1) the delay in substantially completing the work arises from excusable delays and (2) the Lessor within 10 days from the beginning of any such delay (unless extended in writing by the Contracting Officer) provides notice to the Contracting Officer of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If the facts warrant such action, the delivery date shall be extended, by the Contracting Officer, to the extent of such delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. SOLICITATION NO.	5. PROJECT NO.
5	August 15, 1995	MFL 93021	RFL 93021

DESCRIPTION OF AMENDMENT/MODIFICATION

B. (Continued)

3.5 552.270-13 - Fire and Casualty Damage (Aug. 1992).

If the entire premises are destroyed by fire or other casualty, the Government may elect to immediately terminate this Lease. In the case of partial destruction or damage occurring in the first four (4) years of the lease term which renders the premises untenable, the Lessor shall restore the premises. In case of partial destruction or damage occurring after the fourth anniversary of the Commencement Date which renders the premises untenable for a period of ~~ninety (90)~~ one hundred twenty (120) days, as determined solely by the Government, the Government may terminate the Lease by giving written notice to the Lessor within fifteen (15) calendar days of the fire or other casualty; if so terminated, no rent will accrue to the Lessor after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage. In ~~such~~ the event of partial destruction or damage followed by the Lessor undertaking restoration, the Lessor shall be given a reasonable time to restore the premises based upon the amount and type of destruction, as determined solely by the Government. Additionally, the Lessor shall secure and pay the rental and moving costs for alternate space to house the operations of the Government displaced during the Lessor's restoration of the premises following partial destruction or damage. Nothing in this Lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

3.13 Notice and Opportunity to Cure.

All notices required or elected to be given under the terms and provisions of this lease by either the Lessor or the Government shall be given as provided at clause 1.1(i) (552.270-10 - Definitions (Aug. 1992)). In the event any circumstances occur which permit the Government to terminate this lease, no termination shall be taken unless both the Lessor and the Lessor's mortgagee are provided Notice. Lessor or Lessor's mortgagee may elect to undertake immediate cure to eliminate the event giving rise to such right of termination within a reasonable time as determined solely by the Government, but in no event shall such period exceed thirty (30) calendar days from the date of receipt of such Notice unless specifically extended by the Government. It shall be the Lessor's obligation and responsibility to provide the Government with the proper name and address of Lessor's mortgagee (or the party representing Lessor's mortgagee). Lessor's failure to provide the Government with a current name and address for Lessor's mortgagee shall relieve the Government of its obligation to provide Notice to the Lessor's mortgagee. This clause shall not apply to total destruction of the leased premises by fire or casualty under clause 3.5 (552.270-13 - Fire and Casualty Damage (Aug. 1994)).

7.4 552.270-21 - Changes (June 1994).

(a) The Contracting Officer may at any time, by written order, make changes within the general scope of this lease in any one or more of the following:

(1) Specifications (including drawings and designs);

(2) Work or services; or

(3) Facilities or space layout.

(b) If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Contracting Officer shall modify this lease to provide for one or more of the following:

(1) A modification of the delivery date;

(2) An equitable adjustment in the rental rate;

(3) A lump sum equitable adjustment; or

(4) An equitable adjustment of the annual operating costs per occupiable square foot specified in this lease.

(c) The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the lessor from proceeding with the change as directed.

(d) Absent such written change order, the Government shall not be liable to Lessor under this clause.

(e) Under appropriate circumstances as determined solely by the Government, the Government will consider making progress payments.

2. AMENDMENT /MODIFICATION NO.	3. EFFECTIVE DATE	4. SOLICITATION NO.	5. PROJECT NO.
5	August 15, 1995	MFL 93021	RFL 93021

6. DESCRIPTION OF AMENDMENT/MODIFICATION

B. (Continued)

10.1 552.270-40 - Asbestos and Hazardous Waste Management (Aug. 1992).

The certifications made by the Offeror regarding asbestos and hazardous waste management contained in the representation and certification provisions of this Lease are material representations of fact upon which the Government relies when making award. If it is later determined that the presence or management of asbestos and/or hazardous waste has been misrepresented, and that the presence of Hazardous Materials is (i) not due to the activities of the Government after possession, and (ii) caused by actions of the Lessor, the Government reserves the right to require the Lessor, at no cost to the Government, to abate (remove, encapsulate, enclose, or repair) such asbestos and/or mitigate hazardous waste conditions, with such work performed in accordance with Federal (e.g., EPA, OSHA, and DOT), State, and local regulations and guidance, or, alternatively, the Government may terminate the Lease. This is in addition to other remedies available to the Government.

In the event of the presence of Hazardous Materials existing in, on or under the premises prior to the date of this Lease, as the Government's sole and exclusive remedy, the Government may proceed directly against the Lessor's Ground Lessor, the City of Pensacola, which right the Lessor hereby assigns to the Government. In the event of the presence of Hazardous Materials existing in, on or under the premises as a result of third party causes arising subsequent to the date of this Lease, as the Government's sole and exclusive remedy, the Government may proceed directly against such third party, which right the Lessor hereby assigns to the Government.

C. Paragraph 2.8, of SFO Volume 3, Part 2, Functional Objectives is hereby amended as follows (unchanged language is indicated by standard typeface and changes or additions are indicated by the use of underlined text):

Indoor air quality must meet all EPA and ASHRAE standards. Materials shall be chosen to minimize off-gassing during the start up of the building and throughout the life of the building. Prior to occupancy, a "dry-out" period must be provided, where all air handling systems are operated continuously at design room conditions for at least a two week period to mitigate the risks of VOC's emitting from building materials. Indoor air quality must be maintained during the lease period ~~by regular monitoring of air and rigorous maintenance of air handling systems.~~

Paragraph 3.2.1, of SFO Volume 3, Part 3.2, Architectural, as amended by SFO Amendment #4 dated July 31, 1995, is hereby amended as follows (unchanged language is indicated by standard typeface and changes or additions are indicated by the use of underlined text):

F. Floor-to-Floor Height Flexibility - While the floor-to-floor heights shown in the East-West Building Section included in Part 1.6 of this Volume are preferred, floor-to-floor heights may be adjusted as follows in order to maximize the efficiency of the building design. Floor-to-floor heights on the first and second floors are flexible as long as they can fully accommodate 10'-0" high ceilings. Floor-to-floor heights on the third and fourth floor should remain at 17'-0" and 19'-0" respectively, as shown in the East-West Building Section. Floor-to-floor heights on the fifth floor are flexible as long as they can fully accommodate the 18'-0" ceiling height required in the special proceedings courtroom.

E. Paragraph 2.2.2.B.1, Civil and Landscape, of SFO Volume 4, Part 2, Proposal Assembly is hereby amended as follows (unchanged language is indicated by standard typeface and changes or additions are indicated by the use of underlined text):

Describe the site and landscape design concepts. Include statements on circulation, parking, paving, landscape design, irrigation, utility distribution and collection systems, method of storm water detention or retention meeting local and state regulations (NOTE: For this project, swales and ponds are not considered acceptable forms of storm water management.), and landscape maintenance plan. Provide preliminary calculations of drainage.

END OF AMENDMENT

MVS

CONTRACTOR/OFFEROR	UNITED STATES OF AMERICA
MVS (Initials)	(Initials)

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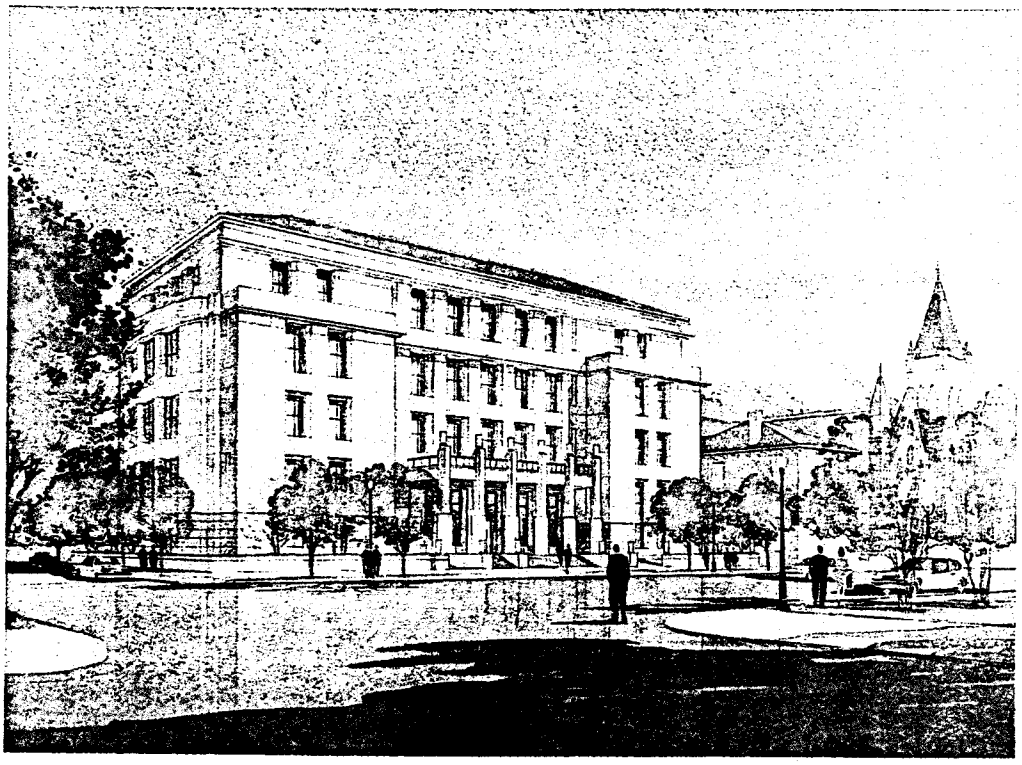
LEASE / CONSTRUCT
SOLICITATION FOR OFFERS

FOR THE

NEW UNITED STATES COURTHOUSE

Pensacola, Florida



DEVELOPED BY THE

GENERAL SERVICES ADMINISTRATION

SOLICITATION NO. MFL 93021

March 20, 1995

MVS

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Master Outline

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   Exhibit C: Assignable Option for Ground Lease, Lease of Real Property, and Easement Agreement

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3. Design Submissions
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3. General Administration
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5. Contractor's Staff
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4. Inspection
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1. Design Clauses

Part 3 - Design and Construction Clauses

1. Design and Construction Clauses

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2. Construction Clauses
3. Adjustments
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Master Outline
(Continued)

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2. Functional Objectives
3. Building Systems
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LEASE-CONSTRUCT

SOLICITATION FOR OFFERS

MFL 93021

for the

NEW U. S. COURTHOUSE

Pensacola, Florida

VOLUME 1

PROJECT REQUIREMENTS

(24)

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VOLUME 1 – PROJECT REQUIREMENTS: Part 1 - Project Overview

1. NOTICES

1.1. Proposal Due Date.

Phase 1 proposals are due by **4:00 p.m., EST, on Friday, April 7, 1995**. The submission date for Phase 2 proposals from those Offerors who meet the Phase 1 requirements is tentatively established as **4:00 p.m., EST, on Friday, June 16, 1995**. Full details on proposal submission requirements are in Volume 4 of this SFO.

1.2. Additional SFO Copies.

Additional copies of this SFO are not available through GSA. The Offeror is expected to reproduce all copies necessary to satisfy coordination needs and proposal development.

1.3. References.

Government issuances (handbooks, guidelines, regulations, etc.) referenced in this SFO are available through the GSA, Southeast Region, Office of Enterprise Development, (404) 331-5103, or U. S. Government Bookstores (one of which is located at 999 Peachtree Street, Suite 120, Atlanta, Georgia, (404) 347-1900), unless otherwise noted. Copies of Government issuances may be obtained through the U. S. Department of Commerce, National Technical Information Service, 5285 Port Royal Road, Springfield, Virginia, 22161. (Phone: (800) 553-6847 or (703) 487-4650).

Government documents not available through these sources will be available for Offeror review in the GSA, Southeast Region, Office of Enterprise Development offices located in Suite 2832 of the Peachtree Summit Building, 401 W. Peachtree Street, NW, Atlanta, GA. Referenced private sector issuances (codes, standards, guidelines, etc.) shall be obtained by the Offeror at no cost to the Government. Volume 3 contains a summary listing of referenced documents for this project.

1.4. Schedules.

All references to time periods in this SFO shall be considered calendar days/weeks unless otherwise specified.

2. INTRODUCTION

2.1. Organization.

This SFO is composed of four (4) volumes. Volume 1 includes this "Project Overview," a "Statement of Work," and "Contract Administration" requirements. Volume 2 contains regulatory contract clauses. Volume 3 provides important technical references/exhibits, including the project's Design Program and Concept, Technical Performance Specifications, etc. Volume 4 provides regulatory provisions for submission and evaluation/award, detailed instructions for proposal submissions, and a description of the method for evaluation/award, and GSA/Standard Forms required as part of the Offeror's proposal.

2.2. Involved Parties.

This SFO is issued by the Public Buildings Service of the United States General Services Administration (GSA), Southeast Region, Atlanta, GA, hereinafter referred to as the "Government," to obtain the services of a Contractor (also referred to as Offeror or Lessor) who shall be singularly responsible to satisfy the terms of the resulting contract. See paragraph 2.9 of this Volume for roles and responsibilities of involved parties.

2.3. Contract Scope.

The contractor shall develop, construct and lease to the General Services Administration a Federal Courthouse in conformance with the requirements of this SFO. The SFO also requires the contractor to provide related management and inspection services, warranties/guarantees, and tenant build-out. Upon completion, acceptance, and occupancy of the space by the Government, GSA will become responsible for providing services, supplies, utilities, and maintenance of the premises, including capital expenditures and reserves, not covered under the required warranties/guarantees.

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2.4. Site Location and Control.

The building is to be constructed in Pensacola, Florida, on a pre-selected site.

2.4.1. Site Location.

(Refer to Exhibit A for the site area location map). The site consists of 1.0579 acres, known as all of Arpent Lot 56 and the South 48 feet of Arpent Lot 43, Old City Tract, City of Pensacola, Section 46, Township 2 South, Range 30 West, Escambia County, Florida, according to said map of said City, as copyrighted by Thomas C. Watson in 1906 and more particularly described in the attached site survey. The site is bounded on the East by Palafox Street and on the South by Garden Street. (Refer to the attached boundary survey, identified as Exhibit B).

2.4.2. Site Control.

Upon award of the lease contract, the Government shall exercise its right to assign the option for a ground lease agreement for the above referenced site to the successful Offeror. This option shall be subject to further assignment only with the prior written consent of the City of Pensacola and shall be exercised solely for the purpose of constructing the above mentioned Federal Courthouse. The successful Offeror shall be required to execute the ground lease for the site with the City of Pensacola within 30 days of the award of the lease contract. A copy of the "Assignable Option for Ground Lease" and the "Lease of Real Property" for the site, as prepared by the Government and the City of Pensacola, is shown in Exhibit C. Exhibit C also contains a copy of an Easement Agreement between GSA and AmSouth Bank of Florida for use of the land at the rear of the site described above.

2.5. Site Access.

The site is accessible for visual inspection by interested parties during regular business hours. All site related questions shall be submitted in writing to the Contracting Officer.

2.6. Site Inspection and Testing.

Access arrangements for other-than-visual inspections and for all physical testing shall be made through Mrs. Jennifer Fleming, Executive Director, Community Redevelopment, City of Pensacola, who may be contacted at (904) 435-1695. Any inspection of the property, other than visual, or any tests conducted on the property shall be subject to prior approval by the City of Pensacola. The City of Pensacola shall have the right to have a representative present at any such inspection or when any such test is conducted.

2.7. Program Requirements.

Detailed technical requirements and conceptual drawings approved by the U. S. Courts are presented in Volume 3 of this SFO. Criteria/directions within these references shall be considered when developing project proposals and shall govern design development. Deviations to the conceptual drawings are subject to review and approval by the Contracting Officer.

2.7.1. Major Space Types.

The Contractor shall provide a Federal Courthouse of approximately 67,058 occupiable square feet, which will be occupied by the U. S. District Court and Clerk of Court, U. S. Magistrate Court, U. S. Marshals Service, U. S. Attorneys, and U. S. Probation. The space will include one (1) Special Proceedings Courtroom, two (2) District Courtrooms, two (2) Magistrate Courtrooms, and their associated supporting spaces, such as judge's chambers, jury deliberation facilities, jury assembly and grand jury suites, holding cells, etc. The site will contain five (5) inside, secured parking spaces, a minimum of twenty-two (22) secured parking spaces, a loading dock, and a van sallyport. Refer to the Design Program within Volume 3 for a complete housing plan.

2.7.2. Program Goals.

The program goals include providing for the current and 20 year anticipated needs of the U. S. Courts. The solution should provide an architecturally significant Federal Courthouse which promotes the dignity of the judicial process and offers innovative technologies/features to support improved occupant productivity, energy conservation, space flexibility, reliable system operation, and low maintenance. Other goals and objectives are contained in the Design Program within Volume 3.

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2.7.3. Code Compliance.

This project shall comply with the applicable local, state and Federal government codes and standards as outlined and addressed within the Technical Performance Specifications of Volume 3.

2.8. Price Range.

Total annual rent for this project, exclusive of maintenance, utilities, and services must be less than $1,670,000 per annum average net rent. The Government reserves the right to not make an award of this contract within 3% of the above budget limitation, in order to allow for omissions or unforeseen changes, if any.

For purposes of calculating the average annual net rent limitation, the per annum average net rent limit will be compared to the average annual net rent for the 20 year firm term only. Base year taxes, ground rent, management fees (if any), and property insurance will be included in the calculation of the average annual net rent. Option prices will not be included in the calculation of the average annual net rent. Proposal price representation(s) and price ranking are addressed in Volume 4.

2.9. Anticipated Award Period.

The Government anticipates award of this contract no later than October 1, 1995. This time frame is provided to support Management Plan scheduling references as discussed in Part 2, Paragraph 2 of this Volume. The Government does not guarantee award within this period nor shall the Government be liable for any additional costs should award occur before or after this period.

2.10. Completion or Occupancy Date.

The entire facility must be substantially complete and available for beneficial occupancy, as hereinafter defined, within 20 months of contract award. The Contractor shall identify a guaranteed delivery date within this time frame. The guaranteed delivery date must include a 30-day period for complete inspection and testing of all systems and improvements to be conducted by the Offeror (at the Offeror's expense), as well as the correction of documented punch list items. In accordance with Volume 2, Part 3, Paragraph 1.2, liquidated damages will be assessed for late delivery beyond the guaranteed completion date.

2.10.1. Early Completion.

The Government can accept beneficial occupancy as early as 15 months after contract award, provided that 60 days notice of availability for occupancy is made to the Government. Early acceptance of some areas will not constitute beneficial occupancy, unless otherwise negotiated.

2.10.2. Beneficial Occupancy.

For the purpose of this solicitation, the term "beneficial occupancy" means that the Government recognizes the project is complete and ready for occupancy despite minor details remaining incomplete; e.g., punch list items that do not impact occupancy or the ability of the agencies (in whole or in part) to perform their missions.

2.10.3. Certificate of Substantial Completion.

The Offeror shall provide the Government with a Certificate of Substantial Completion (AIA Document G704) for the improvements from the project architect and a written statement that the improvements are ready for beneficial occupancy. Within ten (10) business days after receipt of these two documents, the Government shall either issue a written declaration of beneficial occupancy or specifically state those unfinished items impacting occupancy that are required to be completed. The Government's declaration of beneficial occupancy will not be unreasonably withheld. The Offeror will be expected, however, to complete the remaining punch list items within a reasonable period of time, to be specified at such time as beneficial occupancy is declared.

2.11. Roles and Responsibilities.

2.11.1. Contractor.

The Contractor is required to provide:

- Control of the Site (See Government responsibilities)
- Site Development (Including bringing utilities to the site)
- Design (per Volume 3 requirements)

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- Construction
- Design and Construction Supervision/Contract Management
- Spare Parts/Materials/Equipment
- Quality Control Plan
- Inspections and Tests
- Manuals (Design calculations, Operation/Maintenance, Shop drawings, etc.)
- Training (Building operating staff and occupants)
- Unit Price Work Items within General Allowance

2.11.2. Government.

The Government will provide:

- An Assignable Option for the Pre-Selected Site
- A preliminary Geotechnical Study (To be provided prior to the request for Phase 2 proposals)
- Archeological and Cultural Resource Assessment (To be provided at a later date)
- Review/comment of design submittals, including the Quality Control Plan
- Inspection/Test Witness to verify attainment of performance requirements
- Maintenance, Services, and Utilities after occupancy

2.12. Environmental Assessment.

An Environmental/Historic Checklist has been prepared and copies are available upon request.

2.13. Contract Type.

See Part 3 of Volume 1.

2.14. Procurement Approach.

This source selection procurement bases award on "greatest value" evaluation criteria. See Part 3 of Volume 4 for information on selection procedures, technical evaluation factors, price evaluation, and basis of award. Proposal submission requirements are contained in Part 2 of Volume 4.

2.15. Government Construction Management.

The Government will review design and construction development through Government staff and/or a contract Construction Manager (CM) for adherence to contract terms.

End of Volume 1, Part 1

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(b) (7)(F)

[redacted]

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(b) (7)(F)

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Exhibit C: Assignable Option for Ground Lease, Lease of Real Property, Easement Agreement

ASSIGNABLE OPTION FOR GROUND LEASE

This Assignable Option for Ground Lease Agreement made this 1st day of August, 1994, by and between The City of Pensacola, Florida, a municipal corporation of Florida, whose address is 180 Governmental Center, Pensacola, Florida 32521-0001, hereinafter the "Optionor"; and the United States of America acting by and though the General Services Administration, whose address is 401 West Peachtree Street, Suite 2500 - Site Acquisition Staff - (4PER), Atlanta, Georgia 30365-2550; hereinafter the "Optionee".

WHEREAS, Optionee requires an assignable option of a certain real estate within the City of Pensacola, Florida, in order to proceed with the lease acquisition process to locate the United States District Court and Court related agencies ("Courts") project within this area;

WHEREAS, Optionor has voluntarily made the Property, more specifically herein, available to Optionee for the project contemplated through this option;

NOW THEREFORE, and in the mutual consideration, benefits and obligations of the parties hereto, and ONE AND NO/100 Dollars ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Option. The Optionor hereby grants to the Optionee, and its assignee, the exclusive and irrevocable option to lease certain real estate situated in the City of Pensacola, within the limits of Escambia County, State of Florida, herein after the "Property", and more particularly described as all of Arpent Lot 56 and South 48 feet of Arpent Lot 43, Old City Tract, City of Pensacola, Escambia County, Florida, according to said map of said City, as copyrighted by Thomas C. Watson in 1906, for annual rental of twenty-eight thousand eight hundred dollars ($28,800.00) for a firm term of twenty (20) years, [with two (2) renewal terms, both of which are for an additional five (5) year term at an annual lease price of twenty-five thousand dollars ($25,000.00)].

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2. Term of Option. This option shall continue in effect for fourteen (14) months from the date above, and may be exercised in accordance with its terms at any time on or before its expiration by serving written notice on the Optionor in the manner prescribed in Paragraph 17 hereof.

3. Effective Date of Ground Lease. The effective date of the ground lease contemplated by this agreement shall be on or before thirty (30) days after receipt by the Optionor of notice of the exercise of this option by Optionee.

4. Warranties. Optionor warrants that it has sufficient interest in and title to the Property to enter into and obligate itself to the ground lease contemplated herein.

5. Leasehold Title Policy. In order for the leasehold interest in the property to be acquired by ground lease, the title must be satisfactory to the counsel for the assignee. The Optionee or its assignee will defray the expenses incident to obtaining title evidence, subject to the provisions herein. In the event that title to the Property should be unsatisfactory or if the leasehold title insurance commitment is issued subject to any defects, encumbrances, liens, charges or other objections; the Optionor agrees to deliver or cause to be delivered to Optionee or its assignee, and at Optionor's expense, such affidavits, releases or other documents or title instruments as counsel for the assignee may require to cure the title defects or objections. Should Optionor fail to cure the title defects within thirty (30) days (or such other time period as the parties may agree) after receipt of written notice of such title defects/objections, the Optionee or its assignee may elect either to terminate this agreement by giving written notice of termination to the Optionor or to remove the title defects/ objections and charge the cost thereof to the rentals due Optionor under the ground lease. Any delay caused by the removal of the defects or other objections shall extend the effective date of the ground lease by the number of days equal to the delay. If the use of the Property or construction of a building for governmental or office purposes as contemplated herein is prohibited by restrictive covenants or by law, regulation or mandate of the State or local government, such prohibition shall be considered a defect in title subject to the provisions of this Paragraph. In the event that Optionee elects to terminate this agreement, then no further obligations will exist among the parties after notice thereof.

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6. Possession. Possession of the Property shall be delivered to the Optionee or its assignee on the effective date of the ground lease for a term of no less than twenty (20) years unless a different possession date is agreed to between the parties.

7. Testing. The Optionee, its agents, or offerors participating in the lease acquisition process of the Optionee, shall have the right during the period of this option, subject to the rights, interest and uses made of the Property by the Optionor, to enter upon the Property for the purpose of inspecting same and making test borings, plans, typographical and boundary surveys, and cultural resources and an archeological assessments in connection with the contemplated use of the Property. Any inspection of the Property or any test conducted on the Property shall be subject to Optionor's prior approval and Optionor's representative shall have the right to be present at any such inspection or when any such test is conducted. Any results of any inspection or test and any conclusions reached by Optionee or any subcontractor, assignee or agent of Optionee shall be promptly disclosed to Optionor. Optionee, its assignee or agents, at their sole expense, shall promptly restore the Property to its original condition in accordance with good engineering practices.

8. Assignment. This option may be assigned by the Optionee in whole or in part without the consent of the Optionor. The Optionee shall provide the Optionor with a copy of the fully executed assignment instrument prior to the commencement of any ground lease under this option. This option shall be subject to further assignment only with the prior written consent of the original Optionee, and shall be exercised solely for the purpose of constructing the above named Courts project.

9. Non-disturbance of GSA as Sublessee Under Ground Lease. So long as Optionee is not in default in the payment of rent or in the performance of its other obligations under the ground lease, Optionee shall not be disturbed in its occupancy of the Property and any improvements thereon by Optionor by reason or exercise of any remedy provided in the ground lease, or pursuant to the laws of Florida, during Optionee's occupancy of the Property during the original term of the ground lease or any renewal term or extension thereof, nor shall this agreement operate to adversely affect the rights of GSA under a GSA lease after assignment of this option.

MVS

10. Failure to Exercise Option. If Optionee or its assigns elect not to exercise the option or interest granted herein in the manner provided herein, then this option shall terminate without further actions on the part of either party.

11. Parties. Nothing contained in this option shall constitute the parties hereto as partners with one another or agents for one another. As the context may indicate, any term used herein shall include the singular, plural, feminine, masculine or neuter gender, as the case may be. The words "herein" and "hereof" and other equivalent words refer to this agreement as an entirety and not solely to the particular portion in which such word is used, except if otherwise expressly limited.

12. Documents. Optionee or its assignee and the Optionor shall each execute and deliver the ground lease contemplated herein and any other additional instruments and documents and do all acts as may be necessary to implement and effectuate the intent of this agreement. Each shall, upon the request of the other, join in any instrument or document in recordable form as may be necessary to release rights herein should this option terminate or otherwise, to correct the public record. All such documents shall be in the form and substance satisfactory to the parties and their respective counsel.

13. Ground Lease. The ground lease contemplated by this agreement shall be in substantially the form attached hereto as Exhibit "A".

14. Counterparts. This option may be executed in any number of counterparts, any one of which shall be considered an original, and all of which shall constitute one binding agreement.

15. Amendment to Option. This option may be amended only by written instrument executed by Optionee and the Optionor.

16. Disputes. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) (the "Act"). Except as provided in the Act, all disputes arising under or relating to this option shall be resolved under the Act. The Contracting Officer for purposes of this option shall be Janice K. Kuykendall, General Services Administration, PBS, 401 W. Peachtree Street, Suite 2500, Site Acquisition Staff (4PER), Atlanta, Georgia 30365-2550.

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17. Notice. A notice or communication under this option by either party to the other shall be sufficiently given or delivered if dispatched by registered or certified mail, postage prepaid, return receipt requested, and

(a.) in the case of a notice or communication to the Optionee the address is as follows: Janice K. Kuykendall, Contracting Officer, General Services Administration, PBS, 401 W. Peachtree Street, Suite 2500, Site Acquisition Staff (4PER), Atlanta, Georgia 30356-2550, and

(b.) in the case of a notice or communication to the Optionor, the address is as follows: City Manager, City of Pensacola, P.O. Box 12910, Pensacola, Florida 32521-0001, or is addressed in such other way as the parties may from time to time direct by written notice to the other.

18. Successors and Assigns. In the case of the Optionor, this agreement shall be binding upon Optionor's successors or assigns.

IN WITNESS WHEREOF, this Option Agreement is executed the day and year first above written.

WITNESS:

By: [redacted] (b) (6)
Shirley F. Law, City Clerk

OPTIONOR:
CITY OF PENSACOLA, FLORIDA
a municipal corporation of Florida

By: [redacted] (b) (6)
E. R. Hinkle, City Manager

APPROVED AS TO FORM AND EXECUTION
BY [redacted] (b) (6)
City Attorney
Dated 8/4/94

[SEAL]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of August, 1994 by E. R. Hinkle, City Manager of the City of Pensacola, a municipal corporation of the State of Florida, on behalf of the City of Pensacola. He is personally known to me.

MVS

Given under my hand and official seal this 2nd day of August, 1994 .

APPROVED AS TO CONTENTS
BY [redacted] (b) (6)
Director of LRA
DATED: 8/2/94

NOTARY PUBLIC [redacted] (b) (6)

Signature: [redacted]
Print Name: _____
State of Florida at Large

My Commission Expires:

SHERRER L. KUCHERA
MY COMMISSION # CC 156986 EXPIRES
October 31, 1995
BONDED THRU TROY FAIN INSURANCE, INC.

6

WITNESS:

[redacted] (b) (6)
Diana Parks Curran

OPTIONEE:
UNITED STATES OF AMERICA
Acting by and through the
General Services Administration

BY: [redacted] (b) (6)
Carolyn J. Webster, Contracting Officer

STATE OF GEORGIA
COUNTY OF FULTON

The foregoing instrument was acknowledged before me this 29th day of July, 1994 by Carolyn J. Webster, a Contracting Officer of the General Services Administration, on behalf of the United States of America. She is personally known to me.

Given under my hand and official seal this 29th day of July, 1994 .

NANCY L. SELLERS NOTARY PUBLIC DEKALB COUNTY, GEORGIA
Notary Public, DeKalb County, Georgia
My Commission Expires February 27, 1996

NOTARY PUBLIC

Signature: [redacted] (b) (6)
Print Name: Nancy L. Sellers
State of Georgia

My Commission Expires: 2/27/96

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LEASE OF REAL PROPERTY

THIS LEASE OF REAL PROPERTY, referred to as "Lease", is made and entered into effective as of the _____ day of _____, 199___, by and between the CITY OF PENSACOLA, FLORIDA, a municipal corporation of Florida, whose address for purposes of this Lease is 180 Governmental Center, Pensacola, Florida, 32521, hereinafter referred to as "City", and _____, whose address for purposes of this Lease is _____, hereinafter referred to as "Lessee".

WITNESETH THAT

WHEREAS, at its meeting held on _____, 19___, the City Council of the City declared and resolved that the tract of land more particularly described herein shall be made available for the use of Lessee by lease for a term commencing on the date first appearing above and terminating on the later of (a) twenty (20) years, commencing on the date first appearing above, or (b) the expiration date of a lease of the Improvements, as hereinafter defined, by and between the Lessee and the General Services Administration at an annual rental rate of Twenty Eight Thousand Eight Hundred Dollars ($28,800.00) with an option to renew for two consecutive five-year periods at an annual rental rate of Twenty Five Thousand Dollars ($25,000); and

WHEREAS, the parties agree that the leased premises shall be that tract of real property consisting of approximately 1.06 acres, more particularly described as all of Arpent Lot 56 and South 48 feet of Arpent Lot 43, Old City Tract, City of Pensacola, Escambia County, Florida, according to said map of said City, as copyrighted by Thomas C. Watson in 1906; and

WHEREAS, the parties agree and acknowledge that the Lessee will construct improvements (as hereinafter defined as being of approximately 67,000 net usable square feet) on the subject leased premises for use by the United States District Court as a courthouse and for other governmental offices.

NOW, THEREFORE, for and in consideration of the promises of City and Lessee, each to the other, and the undertakings of City and Lessee as set forth in this Lease, and for other good and valuable consideration recited herein, the sufficiency of which is hereby acknowledged, City and Lessee do hereby agree to keep, perform and observe the following provisions of this Lease.

MVS

-1-

USAGE, ABBREVIATIONS AND DEFINITIONS

As used in this Lease, the following words have the meanings indicated:

1.1 The word "Site" shall mean the tract of real property described above, together with all and singular the rights, members and appurtenances thereto belonging or in anywise appertaining, but not the Improvements described below.

1.2 The word "Improvements" shall mean all of the structures and other buildings constructed ("built", "installed", "placed" and other words of similar import being herein referred to as "constructed") under, upon or above the Site, after the date hereof, including any and all alterations of and additions to the Improvements, whether or not any such alterations or additions are separated from or connected to the Improvements.

-2-

SITE LEASED

For and in consideration of the rent and of the terms and conditions of this Lease, City does hereby let and lease, Site unto Lessee, and Lessee does hereby take and lease the Site from City.

-3-

USE OF SITE

The Site shall be used by the United States, acting by and through the Administrator of General Services ("GSA"), solely for the operation of a United States District Courthouse and for other governmental offices.

-4-

RENT

For and as rent for the real property consisting of the Site, and the Improvements thereto, Lessee shall cause to be paid in advance upon the first (1st) day of each lease year of this Lease, said date to commence as described in Paragraph 5.1 below, the amount of Twenty Eight Thousand Eight Hundred Dollars ($28,800.00), and sent to the City. Rent paid more than fifteen (15) days after the due date shall bear interest at the rate of twelve percent (12%) per annum.

,nus

-5-

TERM

5.1 Unless sooner terminated, or renewed and extended this Lease shall be for a term of twenty (20) years commencing on the date first appearing above, and expiring on the later of (a) the twentieth anniversary of the date of commencement of this Lease, or (b) the expiration of the lease of the Improvements by and between the Lessee and the GSA.

5.2 The City gives and grants to Lessee the exclusive right, privilege, and option of renewing or extending the Lease at the expiration of the aforesaid term for two consecutive five (5) year periods under the same terms, conditions, agreements, stipulations, obligations, and covenants herein set forth except that rent for the Site during the extended lease term(s) shall be in the amount of Twenty-Five Thousand Dollars ($25,000) per annum. Written notice of Lessee's renewal of the Lease for an additional five (5) year period beyond the initial term shall be given to the City at least one hundred eighty (180) days prior to the expiration of the prior term.

-6-

RESPONSIBILITIES

The rights and privileges hereby granted to Lessee are to be used and enjoyed at the sole risk and responsibility of Lessee. In consideration of the benefits to be derived herefrom, Lessee hereby agrees and warrants that all uses of the Site and Improvements will be within the terms of the purpose of this Lease, and that any and all expenses in any way related to or connected with the Site and Improvements or the rights and privileges herein conferred will be at no cost to the City or its officers, instrumentalities or employees, and that no liens shall attach to the Site.

-7-

CONSTRUCTION AND IMPROVEMENTS

7.1 Lessee may install and operate in and on the Site such facilities, fixtures, trade fixtures, equipment, machinery and appliances and Lessee shall comply with applicable local, state and Federal laws, rules and regulations.

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7.2 Title and ownership of the Improvements constructed on the Site by Lessee shall be vested in Lessee or such subtenants as designated by Lessee until the termination, expiration or surrender of this Lease at which time all title and ownership of said Improvements shall vest automatically and immediately in City, free and clear of all claims to or against said Improvements by Lessee or third parties and without necessity of further action or instrument.

7.3 Nothing herein shall be construed as an agreement by City to be responsible for paying for the Improvements; and neither the Site, nor the City's interest in said Site, shall be subjected to a mechanic's lien for any Improvements constructed by Lessee hereunder. Lessee shall be responsible for assuring that all of the Improvements, alterations and additions to the Site are constructed in accordance with applicable local, State and Federal law. Lessee shall reimburse the City for all costs and expenses, including attorney's fees, the City incurs (a) as a result of the fact that the Improvements, additions, or alterations do not comply with local, State and Federal law; (b) in defending against, settling or satisfying any claims that the City is responsible for paying for Improvements commissioned by Lessee hereunder; or (c) in defending against, settling or satisfying any mechanics lien claims, asserted as a result of unpaid for Improvements commissioned by Lessee hereunder.

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INSPECTION AND OPERATION

8.1 The City represents that the title to the Site is clear and marketable. The City warrants that it has full authority to enter into the Lease and that it has not otherwise encumbered the Site. City shall reasonably cooperate with Lessee's or any sublessee's efforts including but not limited to obtaining access to the Site, title insurance, surveys, easements, etc., but such cooperation shall be at no expense to City.

8.2 Upon termination of this Lease, the Site and Improvements shall be returned to City, normal wear and tear excepted, with all systems operational, subject to Section 8.3 below. All costs and expenses necessary for the repair, maintenance, and operation of the Site shall be the sole responsibility of Lessee or its designee.

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8.3 In the event the Improvements shall be wholly or partially damaged or destroyed during the term of this Lease, Lessee shall, at its own sole cost and expense clear the Site of all debris or remains of the damaged or destroyed Facilities and, at its sole option, repair, restore or remove the Improvements within a twelve (12) month period from the time of the damage. Destruction of or damage to the Improvements, or any part of them, shall in no way relieve Lessee from its duties and obligations herein made and agreed to be kept by Lessee, including but not limited to Section 13.6 contained herein.

8.4 During the term of this Lease and any extensions thereof, Lessee shall be responsible for providing, at its own expense, all utilities, including but not limited to lighting, heating, air conditioning, water, gas and electricity, required for the Site and any Improvements, alterations, or additions thereon. Lessee agrees to maintain all portions of the Site, and any Improvements, alterations, or additions thereon, in a safe and clean condition, and not permit any unsightly accumulation of wreckage, debris or trash.

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MORTGAGE OR ASSIGNMENT OF THE LEASEHOLD

Lessee shall have the right to encumber by mortgage, security deed, bond covenants, or any other means any of Lessee's rights and interest created by this Lease, but shall not have the right to encumber the City's fee estate. Any such mortgage, security deed, bond covenants, or other security interest shall be subordinate to this Lease. Subordination to this Lease shall be evidenced by a subordination agreement executed by any lender providing financing for construction of the Improvements, a copy of which shall be provided by Lessee to the City.

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LESSOR'S PROPERTY UPON TERMINATION OF THIS LEASE

Upon termination of this Lease or the Lessee's lease of the Improvements to the GSA, all rights and interest of Lessee (and all persons whomsoever claiming by, under or through Lessee) in and to the Site shall wholly cease and terminate. The Improvements, including but not limited to, all facilities, gas and electric engines, machinery, generators, boilers, furnaces, elevators, appliances, lighting, radiator, heaters, air conditioning units, all fire escapes, pipes, faucets and other plumbing fixtures, and all

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carpeting, attached to, or located on or in the Improvements, shall henceforth constitute and belong to and be the absolute property of City without further act or conveyance, and without liability to make compensation therefore to Lessee or to anyone whatsoever. Except as described above, the Lessee may remove all furniture, personality, equipment, computers, computer systems, and trade fixtures prior to the expiration date.

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ENVIRONMENTAL

11.1 Lessee hereby agrees to indemnify and hold City harmless from any damages, claims, suits or actions, whatsoever, resulting from activities by Lessee or Lessee's subcontractors on the Site.

11.2 The Lessee shall not use, generate, manufacture, produce, temporarily or permanently store, release, discharge or dispose of on, in, about or under the Site or transport to or from the Site any hazardous substances, pollutants, contaminants of whatsoever description prohibited by Federal or Florida law ("Hazardous Materials"), or knowingly allow any other person or entity to do so, other than in compliance with all applicable Federal, State, and local laws, regulations and guidance. No storage tanks, neither of the above-ground nor the below-ground variety shall be allowed to be constructed, nor stored on the Site. No Hazardous Materials will be allowed to enter any sewer, drainage pit or settlement pit of any type.

11.3 Each of the City and the Lessee shall promptly notify the other party should it receive actual notice of, or otherwise become aware of, any: (a) pending or threatened environmental regulatory action against the such party or the Site or either party's use or occupancy of the Site or any portion thereof; (b) claims made or threatened by any third party relating to any loss or injury resulting from any Hazardous Material used, generated, stored, disposed or released on, from or into the Site; or (c) the release or discharge, or threatened release or discharge, of any Hazardous Material in, on, under or about the Site.

11.4 To the extent required by either the City or the Lessee to defend a claim or action brought against the other party or any of such party's officers, employees or agents, each party agrees with the other, to the extent permitted by applicable law, to provide the other party and such party's officers,

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employees and agents with access to the records and data maintained by the applicable party relevant to the receipt, processing, storage, use, transportation, generation, release and disposal of any Hazardous Materials which are the subject of, or are relevant to, the claim or action in question.

11.5 At the expiration or termination of the Lease, the Lessee shall leave the Site as free of Hazardous Materials, as existed at the commencement of the Lease term.

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TAXES AND ASSESSMENTS

12.1 Lessee shall pay all real and personal property taxes on the Site and the Improvements; all license fees; and any and all other taxes, charges, imports; levies of any nature, whether general or special, which may, at any time be imposed by local, State or Federal authorities, or that become a lien upon this Lease or Lessee's activities in, or improvements upon, the Site pursuant to this Lease. Lessee shall not apply for or accept the benefit of any exemption from real property taxes.

12.2 In the event that the Improvements to be constructed on the Site are not completed and subject to ad valorem taxation by January 1, 1998, as determined by the 1998 assessment roll of the Property Appraiser of Escambia County, Florida, the Lessee shall pay to the City a Payment in Lieu of Taxes for each year after 1997 during which the Site is not taxed as having completed Improvements thereon. Payment in Lieu of Taxes is defined as the difference between (a) the total amount of ad valorem property taxes actually levied by all local taxing authorities on the Premises during the first year for which the Site and the Improvements constructed thereon are taxed as complete and (b) the amount of ad valorem property taxes levied on the unimproved land of the Site during such year, plus interest at the rate of twelve percent (12%) per annum from November 1, 1998, until paid. Any Payment in Lieu of Taxes shall be due and payable on or before November 1 of the year in which the Site is first fully taxed as having Improvements completed thereon. Any Payment in Lieu of Taxes shall not be in lieu of taxes actually levied upon the Site prior to the completion of construction of Improvements, which taxes shall be due and payable in the manner provided by law.

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INSURANCE AND INDEMNIFICATION

13.1 Liability Insurance. Lessee, at its expense, at all times during the term hereof, shall cause the City and Lessee to be insured on an occurrence basis, under policies no more restrictive than the standard Insurance Service Organization (ISO) form of comprehensive, or commercial, general liability coverage policy, against the claims of any and all persons for bodily injury, death, personal injury, property damage, in a sum of not less than $10,000,000 combined single Limit of Liability for any one occurrence. The City shall be included as an Additional Insured, provided, however, such liability insurance coverage shall also extend to damage, destruction and injury, to City-owned or leased property and City personnel, and caused by, or resulting from work, acts, operations or omissions of Lessee, its officers, agents, employees and independent contractors. The City shall have no liability for any premiums charged for such coverage, and the inclusion of the City as an Additional Insured is not intended to, and shall not, make the City a partner or joint venturer with Lessee, nor shall it make the City liable for any insurance premium, fees, or assessments.

All policies of insurance herein shall be in a form and in a company or companies having a Best Guide Rating of A9 or better, and qualified to do insurance business in the State of Florida. All of Lessee's coverage shall be considered primary, and all other insurance shall be considered as excess, over and above Lessee's coverage. Each policy shall provide that the policy may not be adversely materially changed, adversely altered, canceled, or non-renewed by the insurer during its term without first giving thirty (30) days written notice by registered mail to the City Manager.

Lessee and City understand and agree that the minimum limits and type of insurance herein required may become inadequate, and Lessee agrees that it will increase such coverage or Limits of Liability to commercially available levels within ninety (90) days upon receipt of notice in writing from the City Manager.

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13.2 Evidence of Insurance. Certificates, or other evidence of insurance coverage required of Lessee in this Article, shall be delivered to the City Risk Management Department in form and content satisfactory to the City at the below address:

City of Pensacola
Risk Management Department
P. O. Box 12910
Pensacola, Florida 32521

At least fifteen (15) days prior to the expiration of any such policy, Lessee shall submit to the City Manager a certificate showing that such insurance coverage has been renewed. If such coverage is canceled or reduced, Lessee shall within fifteen (15) days after the due date of such written notice from the insurer of such cancellation or reduction in coverage, file with the City Manager a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies.

13.3 Conditions of Default. If at any time Lessee shall fail to obtain the insurance as required herein, the City may effect such insurance by taking out policies from companies satisfactory to the City. The amount of the premium or premiums paid for such insurance by the City shall be payable by Lessee to the City with the installment of rent thereafter next due under the terms of this Lease with interest thereon at the rate of twelve (12%) per annum.

13.4 Indemnification. Lessee shall pay, on behalf of, indemnify, defend and hold harmless the City, its elected and appointed officials, employees, volunteers, representatives and agents, from any and all claims, suits, actions, damages, liability, and expenses (including attorney's fees) in connection with the loss of life, bodily injury, personal injury, property damage, including loss of use thereof, directly or indirectly, caused by, resulting from, arising out of, or occurring in connection with this Lease, or with the use and occupancy of the Site by Lessee, its employees, representatives or agents, whether or not such claims, suits, actions, damages, liability and expenses are occasioned wholly, or in part, by any act or omission of Lessee. Lessee's obligations under this paragraph shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omissions from any policy of insurance. Further, all insurance coverage of Lessee, or sublessee, or contractors, shall contain a Waiver of Subrogation Clause, waiving any subrogation by any Named Insured, Insured or Insurer against the City of Pensacola, its elected and appointed officials, employees, volunteers, representatives and agents.

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13.5 Loss Control and Safety. Lessee and any sublessee shall be responsible for the negligence of their respective employees, agents, servants and contractors concerning any activities on or about the Site or Improvements, and shall be responsible for the negligence of their respective invitees and customers, and to that end, Lessee and any sublessee shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by Lessee and any sublessee for the protection of all persons, including respective employees. Lessee and its sublessees shall endeavor to detect hazards and shall take prompt and reasonable action where loss control/safety measures should reasonably be expected.

13.6 Property Insurance. Lessee shall maintain in force at all times, property insurance coverage which insures any Improvements constructed on the Site against fire, extended coverage and Standard Insurance Office (ISO) defined "Special Perils" of physical damage. The City of Pensacola shall be an Additional Insured under such policy with coverage afforded to the City which is at least as broad as that provided to the Lessee/Named Insured under the policy for the terms and conditions of such policy. The amount of coverage will be 100% of the replacement cost of such Improvements. The policy will not contain a deductible feature which exceeds five percent (5%) of replacement cost of such Improvements. Such policy shall contain a Waiver of Subrogation endorsement in favor of the City. Lessee agrees to apply any payment made as a result of any insurable loss to the repair or replacement of such Improvements. In the event that the insurance funds are greater than the amount required to repair or replace the Improvements, with like kind and quality, the excess funds shall be retained by Lessee. Such funds shall be expended on such repair or replacement within a reasonable period of time. A period of more than twelve (12) months shall be deemed as an unreasonable period of time. If such funds are not expended as required, such funds will be turned over to the City of Pensacola for the use and benefit of the City.

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DEFAULT AND REMEDIES

14.1 The following shall constitute defaults by the Lessee:

a. The failure to pay rent or any other monies owed hereunder when due;

b. Any other failure in the performance of any covenant or obligation required by this Lease;

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c. A default in, or the termination of sublease executed between Lessee and any third party pursuant to which Lessee is entitled to access to the Site, Improvements, or any portions thereof.

d. The acquisition of Lessee's interest in this Lease by execution or other process of law when said process of law is not discharged within fifteen (15) days thereafter;

e. Cessation of the use of the Improvements as a Courthouse or for other governmental offices for a period of more than one hundred eighty (180) days;

14.2 If Lessee defaults, Lessee shall have ten (10) days after receipt of written notice from City to cure monetary defaults and failure to maintain insurance coverage as required by this Lease. Lessee shall have ninety (90) days after receipt of written notice from City to cure all other defaults under this Lease, plus such additional time as may be reasonable and necessary under the particular circumstances involved.

14.3 If Lessee defaults, the City may utilize any one or more of the following remedies against Lessee. These remedies shall be considered cumulative and not in the alternative:

a. The City may sue for specific performance;

b. The City may sue for all damages incurred by City including incidental damages, consequential damages and attorney's fees;

c. After such time to cure provided in Section 14.2 has expired, or the Lessee has given notice that it does not intend to cure the default, the City may terminate this Lease. The termination of this Lease, however, shall only be effective upon fifteen (15) days prior written notice of same provided by City to Lessee and to any financing entity which has executed a subordination agreement as provided in Section 9 of this Lease. In no event shall this Lease be construed to be terminated unless and until such notice is provided. If this Lease is terminated, Lessee shall continue to be liable for the performance of all terms and conditions and the payment of rents when due hereunder prior to the effective date of said termination in addition to all damages, including attorney's fees and other expenses of collection, incurred as a result of any default.

d. The City may utilize any other remedy provided by law or equity as a result of Lessee's default.

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COMPLIANCE WITH RULES AND REGULATIONS

Lessee shall observe and obey applicable rules and regulations promulgated by the City and other appropriate local, State and Federal entities having jurisdiction over the Site. Should Lessee, its customers, agents, employees, officers, or guests violate said rules and regulations, and should said violations result in a citation or fine to the City, then Lessee shall fully reimburse City for said citation or fine and for all costs and expenses, including reasonable attorney's fees incurred by City in defending against the citation or fine.

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INSPECTION

The City may, upon reasonable prior notice to Lessee and any sublessee in possession, inspect the Site and any Improvements or alterations thereon during Lessee's or any sublessee's regular business hours in addition to the City's police powers to inspect the Site for purposes of law enforcement, health and safety.

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QUIET ENJOYMENT

The City represents that upon payment of rents when due and upon performance of all other conditions herein, Lessee shall peaceably have, possess and enjoy the Site without hindrance or disturbance from the City.

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WAIVER

Should Lessee breach any of its obligations hereunder, the City nevertheless may thereafter accept from Lessee any payment or payments due hereunder, and continue this Lease in effect, without in any way waiving the City's right to exercise its default rights hereunder, or any other remedies provided by law, for said breach. In addition, any waiver by the City of any default, breach, or omission of Lessee under this Lease shall not be construed as a waiver of any subsequent or different default, breach, or omission.

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NOTICES

All notices by either party to the other shall be made by depositing such notice in the registered or certified mail, of the United States of America, postage prepaid, and such notice shall be deemed to have been served on the date of such depositing correctly addressed in the registered or certified mail. All notices to the City shall be mailed to:

City Manager
City of Pensacola
P. O. Box 12910
Pensacola, Florida 32521

All notices to Lessee shall be mailed to:

_____
_____
_____
_____

The parties from time to time may designate in writing changes in the addresses stated.

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SUCCESSORS

The provisions, covenants and conditions of this Lease shall bind and inure to the benefit of the legal representatives, heirs, successors and assigns of each of the parties.

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ATTORNEY'S FEES, COSTS AND EXPENSES OF LITIGATION

In the event of a breach of this Lease, the breaching party shall pay to the non-breaching party all reasonable attorney's fees, costs and other expenses incurred by the non-breaching party in enforcing its rights as a result of said breach.

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SURRENDER UPON TERMINATION

Upon the expiration or sooner termination of this Lease, for any reason whatsoever, the Lessee shall peaceably surrender to the City possession of the Site, together with any Improvements, or fixtures located thereon, without any compensation whatsoever, and free and clear of any claims or interests of Lessee or of any mortgages or third party whose position was derived from or through Lessee.

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LAWFUL AND REASONABLE USE

Lessee may not do anything in or upon the Site, nor bring or keep anything therein, which shall unreasonably increase or tend to increase the risk of fire, or cause a safety hazard to persons, or which violates or causes violation of any applicable health, fire, environmental, or other regulation of any level of government.

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GOVERNING LAW

This Lease shall be governed by and construed in accordance with the laws of the State of Florida, except to the extent that Federal law is expressly made applicable to this Lease.

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HOLDING OVER

If Lessee remains in possession of the Premises after the expiration of this Lease without written renewal thereof, such holding over shall not be deemed as a renewal or extension of this Lease but shall create only a tenancy from month to month which may be terminated at any time by the City or the Lessee upon thirty (30) days' written notice. Such holding over shall otherwise be upon the same terms and conditions as set forth in this Lease.

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GENERAL PROVISIONS OF THIS LEASE

26.1 The captions or titles preceding each section herein are merely for purposes of section identification, convenience and ease of reference, and shall be completely disregarded in the interpretation of this Lease.

26.2 Each of the provisions of the Lease shall apply, extend to, be binding upon and inure to the benefit or detriment of City and Lessee, and to their successors and assigns.

26.3 There shall be no renewal or extension of the term of this Lease by operation of law.

26.4 Nothing contained in this Lease shall make, or shall be construed to make, City and Lessee partners in, of or joint ventures with each other, nor shall anything contained in the Lease render, or shall be construed to render, either City or Lessee liable to a third party for the debts or obligations of the other.

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26.5 If any portion of Section 12 of this Lease should be ruled void, invalid, or unenforceable or contrary to public policy by an appropriate tribunal, then any remaining portions of such provisions and all other provisions of this Lease shall be deemed void and this Lease shall terminate. If any provision of this Lease or any portion thereof other than Section 12 should be ruled void, invalid, or unenforceable or contrary to public policy by an appropriate tribunal, then any remaining portions of such provisions and all other provisions of this Lease shall survive and be applied, and any invalid portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

26.6 Since the Improvements are solely for Government use, no advertising matter shall be constructed on or over the Facility or Premises, unless authorized in writing by a GSA Contracting Officer.

26.7 This Lease is executed in three (3) counterparts which are separately numbered but each of which is deemed an original of each signify with the other and which is deemed one and the same instrument as the other.

26.8 The City and Lessee shall execute a Memorandum of Lease in recordable form at the request of either party to this Lease.

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ENTIRE AGREEMENT

This Lease supersedes all prior negotiations, discussions, statements and agreements between City and Lessee with respect to the Site and Lessee's use and occupancy thereof; no member, officer, employee or agent of City or Lessee has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Lease. No modification of or amendment to this Lease shall be binding on either party hereto unless such modification or amendment shall be property authorized, in writing, property signed by both parties.

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IN WITNESS WHEREOF, the Lessor and Lessee have caused these presents to be signed, sealed and delivered by their respective authorized representatives as of the date hereof.

ATTEST:

By:_____
Shirley F. Law,
City Clerk

LESSOR:
CITY OF PENSACOLA, FLORIDA
a municipal corporation of Florida

By:_____
_____, City Manager

WITNESSES:

_____

_____

[SEAL]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 19__ by _____, City Manager of the City of Pensacola, a municipal corporation of the State of Florida, on behalf of the City of Pensacola. He is personally known to me.

Given under my hand and official seal this _____ day of _____, 19__ .

NOTARY PUBLIC

Signature: _____
Print Name: _____
State of Florida at Large

My Commission Expires:

mvs

WITNESSES: LESSEE:

_____

_____

By:_____
President (or Partner or General Partner)

[SEAL]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 19__ by _____, President (or Partner or General Partner) of _____, a (corporation, partnership, or limited partnership) of the State of Florida, on behalf of _____. He is personally known to me.

Given under my hand and official seal this _____ day of _____, 19__ .

NOTARY PUBLIC

Signature: _____
Print Name: _____
State of Florida at Large

My Commission Expires:

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EASEMENT AGREEMENT

This Easement Agreement is made and entered into this 16th day of February, 1995, by and between **AmSouth Bank of Florida** ("AmSouth") and **the United States of America, acting by and through the General Services Administration** ("GSA").

RECITALS

A. AmSouth is the owner of property located in Pensacola, Florida, described on Exhibit A attached hereto and made a part hereof (the "AmSouth Property").

B. GSA is the lessee of property adjacent to the AmSouth Property and more fully described on Exhibit B attached hereto and made a part hereof (the "GSA Leased Property").

C. GSA has requested an easement on a portion of the AmSouth Property in order to provide access to the GSA Leased Property for maintenance purposes.

D. AmSouth has agreed to grant GSA a limited easement on a portion of the AmSouth Property subject to the terms of this Agreement.

AGREEMENT

Now, Therefore, in consideration of Ten Dollars, and other good and valuable consideration, and of the covenants and agreements of the parties contained herein, it is agreed as follows:

1. AmSouth hereby grants to GSA an easement on the portion of the AmSouth Property more specifically described on Exhibit C attached hereto and made a part hereof (the "Easement Area").

2. The Easement Area may be used by the GSA for the sole purpose of maintaining the GSA Leased Property.

3. The rights granted to GSA hereunder shall end automatically without further action, on the earlier of (a) cessation of use of the GSA Leased Property for public purposes, including but not limited to a United States District Courthouse or (b) 60 days after written notice of termination is delivered to GSA by AmSouth.

4. In consideration of the granting of the rights hereunder, GSA and/or its contractor agrees that it (a) will locate no structure or other improvements on the Easement Area and (b) shall paint and maintain in good condition the east side of the existing block wall on the west side of the Easement Area.

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5. Neither GSA nor its contractor shall conduct any work during AmSouth's business hours which would restrict access of bank customers or infringe on the use of any parking areas located on the AmSouth Property, including the Easement Area.

6. GSA agrees to take such steps, including but not limited to the making and maintaining of improvements and repairs, as are necessary to place and maintain the Easement Area in a safe condition for use and will at all times provide for payment of any and all actions, claims, demands, liabilities and damages that may in any manner be imposed on or incurred by AmSouth as a consequence of , or arising out of, any act, default, or omission on the part of GSA or any of its officers, employees or agents in connection with the construction, maintenance and use of the Easement Area to the extent permitted by the Federal Tort Claims Act (28 USC §1346(b), §2401(b), and §2671, et seq.).

7. The construction, maintenance and landscaping of the Easement Area shall be at the sole cost and expense of GSA and shall be subject to AmSouth's satisfaction.

In Witness Thereof, the parties hereto have executed this Easement Agreement on the date above written.

AMSOUTH BANK OF FLORIDA

_____ By _____
Witness Its Vice President, Stephanie C. Walker

UNITED STATES OF AMERICA,
ACTING BY AND THROUGH THE
GENERAL SERVICES ADMINISTRATION

_____ By _____
Witness Its Contracting Officer, Janice K. Kuykendall

mvs

STATE OF ALABAMA
JEFFERSON COUNTY

The foregoing instrument was acknowledged before me this 13th day of February, 1995, by Stephanie C. Walker, as Vice President of AmSouth Bank of Florida, a state banking association, on behalf of said association. Such person did take an oath and:
(notary must check applicable box)

✓ is personally known to me.

_____ produced a current driver's license as identification.

_____ produced _____ as identification.

(Notary Seal must be affixed)

_____
Signature of Notary

Elizabeth E. Bridgeman
Name of Notary Typed, Printed or Stamped

My Commission Expires: (if not legible on seal): Nov. 5, 1997

STATE OF GEORGIA
FULTON COUNTY

The foregoing instrument was acknowledged before me this 16th day of February, 1995, by Janice K. Kuykendall, as Contracting Officer of the United States of America, Acting By and Through the General Services Administration, a executive agency, on behalf of said agency. Such person did take an oath and: (notary must check applicable box)

✓ is personally known to me.

_____ produced a current driver's license as identification.

_____ produced _____ as identification.

(Notary Seal must be affixed)

_____
Signature of Notary

Nancy L. Sellers
Name of Notary Typed, Printed or Stamped

My Commission Expires: (if not legible on seal): 2/27/96

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EXHIBIT A
TO
EASEMENT AGREEMENT

(Description of entire AmSouth Property)

All of Arpent Lot 57, Old City Tract, City of Pensacola, Section 46, Township 2 South, Range 30 West, Escambia County, Florida.

All of Arpent Lot 42, Old City Tract, City of Pensacola, Section 46, Township 2 South, Range 30 West, Escambia County, Florida.

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EXHIBIT B
TO
EASEMENT AGREEMENT

(Description of GSA Leased Property)

All of Arpent Lot 56 and South 48 feet of Arpent Lot 43, Old City Tract, City of Pensacola, Escambia County, Florida, more particularly described as follows:

Begin at a disk-LB#0155 set in a concrete sidewalk being the intersection of the Northerly right-of-way of Garden Street and the Westerly right-of-way of Palafox Street, City of Pensacola, Escambia County, Florida, (said disk being the actual property corner with a concrete monument-LB#0155 at a 1.0 foot offset to the North along the Easterly property line); for a POINT OF BEGINNING; thence run South 78°44'56" West along the aforesaid right-of-way of Garden Street for a distance of 192.00 feet to a disk-LB#0155 in a concrete sidewalk (said disk being the actual property corner with a concrete monument-LB#0155 at a 1.0 foot offset to the North along the Westerly property line); thence run North 11°15'00" West for a distance of 240.00 feet to a disk-LB#0155 on top of a concrete wall (said disk being the actual property corner with a concrete monument-LB#0155 at a 1.0 foot offset to the South along the Westerly property line); thence run North 78°44'56" East for a distance of 192.00 feet to a concrete monument-LB#0155 being on the aforesaid Westerly right-of-way of Palafox Street; thence South 11°15'00" East along said right-of-way for a distance of 240.00 feet to the POINT OF BEGINNING.

Containing 1.0579 acres, more or less, and being the same property described in the Warranty Deed recorded at O.R. Book 1869 at page 956 of the Public Records of said County. Bearings are referenced to True North based from Map of Pensacola date 1949 by the Watson Agency Inc. and C.H. Overman, C.E. and Associates. Streets referred to herein are shown on City Atlas Sheet No. 75.

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EXHIBIT C
TO
EASEMENT AGREEMENT

(Description of Easement Area)

Being a parcel of land located in Arpent Lot 57 and South 48 feet of Arpent Lot 42, Old City Tract, City of Pensacola, Escambia County, Florida, more particularly described as follows:

Begin at a disk-LB#0155 set in a concrete sidewalk being the intersection of the Northerly right-of-way of Garden Street and the Westerly right-of-way of Palafox Street, City of Pensacola, Escambia County, Florida, thence run South 78°44'56" West along the aforesaid right-of-way of Garden Street for a distance of 192.00 feet to a disk-LB#0155 in a concrete sidewalk (said disk being a common corner with the AmSouth Property described in Exhibit A and the GSA Leased Property described in Exhibit B); for a POINT OF BEGINNING; thence run South 78°44'56" West along the aforesaid right-of-way of Garden Street for a distance of 5.40 feet to the Westerly edge of a 8.0 inch concrete block wall; thence run North for a distance of 240.00 feet along the Westerly edge of said concrete block wall; thence run North 78°44'56" East for a distance of 5.10 feet to a disk-LB#0155 set on top of said concrete block wall; thence run South 11°15'00" East for a distance of 240.00 feet to the POINT OF BEGINNING.

Bearings are referenced to True North based from Map of Pensacola date 1949 by the Watson Agency Inc. and C.H. Overman, C.E. and Associates. Streets referred to herein are shown on City Atlas Sheet No. 75.

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VOLUME 1 -- PROJECT REQUIREMENTS: Part 2 - Statement of Work

1. DESIGN DEVELOPMENT

1.1. Scope.

The project's design scope of work is reflected within the Design Program, U. S. Courts Design Guide, Technical Specifications, and other materials referred to in Volume 3. Design development shall also be consistent with and be a direct development of the Contractor's proposal.

1.2. Level of Development.

Following award, the Contractor shall fully develop his design concept proposal through the preparation of drawings, specifications, and calculations/analyses as addressed in paragraph 3 "Design Submissions" of this Part. In addition to these requirements, any special studies or design products required within Volume 3 shall also be provided.

1.3. Contractor Initiated Design Changes.

Following award, Contractor initiated design changes (from either his proposal or previous design submissions) are subject to approval by the GSA Contracting Officer. All Contractor initiated design changes must be separately documented and submitted as such, not presented as (or within) normal design submission material. The Contracting Officer's acceptance of normal design submission documents shall not be deemed as approval of a contractor initiated design change. The Contractor must provide all information and materials necessary to satisfy the Government as to need, benefit, and/or comparability.

1.4. CAD Drawings.

In addition to the specifications and drawings specified above, the A-E shall submit all drawings of all disciplines in digital-data form on magnetic media (diskettes or, if allowed by GSA, QIC [quarter-inch-cartridge] mini-data tape cartridges in the QIC-80-MC Format) that are suitable for input and decoding by the Government in a PC - DOS environment. All drawings required shall be produced using the CAD drawing software of the A-E, thus allowing for future changes to be made at the "as-built" stage and later by the A-E, Offeror or Government. This is to include all plans, and also all other drawings forming a part of any submittal.

1.4.1. Scanned Data.

Neither scanned nor raster digital drawing data or the like is acceptable to the Government. Vectorized scanned data is also not acceptable to the Government.

1.4.2. As-Builts.

"AS-BUILTS" shall be submitted on diskette or, if approved, QIC tapes to the Government. Label all diskette or (if allowed) QIC tape cartridges as "As-Built" project name and date. See 1.4.3 below for additional labeling requirements.

1.4.3. Labeling of Diskettes & Disk Jackets.

Label all computer disks, and protective jackets clearly indicating the following: The project name, city, drawing file name, drawing sheet number, drawing scale, drawing sheet title, DOS version and drawing date. Also indicate the type of submittal being made: i.e. "Mid-point Construction Drawings" or " 'As-Built' 100% Construction Drawings", etc.

1.4.4. CAD File Format.

The following format information is furnished to the A-E as a guide, but all information shall be verified by GSA and the A-E prior to preparation of the data by the A-E. The Government requests that a sample diskette or, if approved, QIC tape cartridge, be provided at concepts stage to verify the accurate and complete decoding by the Government's AUTOCAD (Rel. 12) software.

A. CAD File Naming.

The following format shall be used for naming the drawing files. <u>One digit</u> State code, <u>four digit</u> building number, and <u>three digit</u> sequence number with a DWG or DXF extension. See example below:

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CAD FILE NAME [#????$$$.DWG] or [22245024.dwg]
Where # Is the state code for Florida - 2

Where ???? Is the GSA four digit building number. The GSA building number for the new courthouse in Pensacola will be 2245.

Where $$$ Is the three digit sequence number of the drawing. For example 024 would be the 24th drawing sheet of the set.

B. AUTOCAD CAD Preferred.

Drawings should be submitted in a format and on a magnetic media that is readable by GSA's AUTOCAD, (Rel. 12), Software that operates in a DOS, (Ver. 6.2) environment. "AUTOCAD" DWG or DXF file formats are acceptable in that priority order. AUTOCAD uses the DWG format but the DXF (ASCII, drawing interchange file) format is also acceptable and can be imported into the AUTOCAD (Rel. 12) software environment If DXF format is chosen by the A-E then all symbols or blocks shall be "exploded" (transforming a group of lines back into individual parts) prior to producing the DXF format file to send to GSA (the Government). Provide 6 decimal places of accuracy for floating point numbers, when producing the DXF file or files.

C. Compressed Or Zipped Data.

Compressed data files on either diskette or QIC mini data tape cartridges (if allowed) are not acceptable to the Government.

D. Non-AUTOCAD Software Use.

If the A-E intends to utilize a CAD software package other than AUTOCAD (Rel. 12) then the A-E shall not use any software drawing symbols (grouped entities, shapes or blocks) in the drawings unless they are available in duplicate identical form in AUTOCAD (Rel. 12) shape, symbol or font files with the AUTOCAD recognizable SHP (shape) or SHX (font) file format and extension.

E. DXF Translator.

If the A-E's DXF translator for the non-AUTOCAD software uses or utilizes AUTOCAD compatible (SHP) shape and (SHX) font files, then the A-E may use those shapes and fonts in the production of the CAD drawings and shall provide file copies on magnetic media of the type previously listed, to GSA (the Government) along with the magnetic-media diskettes containing all required drawings."

F. Define Non-AUTOCAD CAD Software.

Provide a hard copy on 8 1/2" x 11" paper of non-AUTOCAD software, (if used) listing the following information:

CAD SOFTWARE COMPANY NAME:
CAD SOFTWARE NAME:
SOFTWARE VERSION NUMBER OR RELEASE NUMBER:
COMPANY ADDRESS:
CITY:_____STATE:_____ZIP CODE:
TELEPHONE NUMBER:
FAX TELEPHONE NUMBER (IF AVAILABLE):

G. Provide Lists.

Also provide a list on 8 1/2" x 11" paper of all computer drawing symbols, blocks, SHX (AUTOCAD) shape files and layer names and numbers used in the drawings. Also provide a separate 3.5" (1.44 MB) disk or disks of these symbols, blocks, AUTOCAD (SHP) shape files and any AUTOCAD compatible (SHX) font files to GSA (the Government), along with the magnetic media containing the actual drawing interchange files (DXF) of all the drawings required to be submitted in compatible digital format.

1.4.5. CAD Drawing Quality.

The output density and lettering height shall be readable when 1/8 inch high letters, as a minimum standard, are reproduced to read into AUTOCAD (Rel. 12) at an acceptable level of quality. However, use 1/4" high lettering as a minimum, since reduced sets are required. All lines, polylines, arcs, layers and colors must transfer accurately. CAD lines, circles, and arcs must be continuous and connect at intersections. CAD text must be legible and clear and not overprint other information.

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1.4.6. Diskettes Type.

Drawings may be submitted on 3.5" (1.44 MB) magnetic media diskettes or (only in special cases with prior written GSA approval) DC2120 QIC mini-data tape cartridge(s), following the QIC-80-MC FORMAT without compression.

A. DC2120 QIC.

If DC2120 QIC mini-data tape cartridges are allowed by GSA, provide a list of all drawing files and dates produced. Also label all DC2120 QIC mini-data tape cartridges and plastic containers with project information. If DC2120 QIC type mini data tape cartridges are allowed, NOTE: DO NOT USE MULTIPLE QIC TAPE BACK-UP. Place as many files on a tape as will fit without using compression or multiple linked tapes. **NOTE: GSA must receive a sample DC2120 in QIC-80-MC format from the A-E to test readability and transfer into GSA's MS-DOS computer environment prior to approving the use of the DC2120 tape cartridges instead of diskettes.**

1.4.7. AUTOCAD Features Allowed.

Certain AUTOCAD features are allowed but require specific actions to be taken before producing the final CAD "DWG" format files to send to the Government.

A. "XREF" Feature.

The AUTOCAD (Rel. 11 or 12) "XREF" command feature may be used in development of CAD drawings by the A-E and his consultants but prior to making final disks to send to the Government (GSA), use the AUTOCAD "XBIND" command to bind all external reference file drawings to each sheet drawing file, so each disk drawing file will contain the entire sheet border, title block, scale, north arrow and all drawings and notes thereon.

B. Paper Space / Model Space Feature.

The use of "Paper Space" and "Model Space" in AUTOCAD (Rel. 11 or 12) is acceptable to the Government. If AUTOCAD's "Paper Space" feature is used, please note on each disk label, that "Paper Space" command feature was used in producing the sheet and indicate the computer drawing sheet size dimensions. If only model space is used then a note is not required.

1.4.8. Large CAD Files (DWG or DXF).

If some or all of the CAD DWG file or DXF file interchange drawing files are too large to fit on a single 1.44 MB high-density data diskette, then the A-E may use the DOS Backup command to place the large drawing file on more than one diskette. Compressed or zipped files are not acceptable to the Government. If the DOS Backup command is used, then the A-E should clearly label the specific disks as to the DOS version used, backup sub-directory, and the specific file name and extension. Since the DOS backup command is version specific, GSA only has DOS Ver. 6.2 currently. Only use "DOS Backup" for those files that are so large that will not fit on one high density diskette. An example of the required diskette label where DOS backup is required is included below:

DOS backup Disk 1 of 2

DOS VERSION 6.2 SUBDIRECTORY: C:\002215.prj

FILE NAME: 22245027.DWG (sheet A-27)

PROJECT NAME: PENSACOLA COURTHOUSE

PROJECT NUMBER: MFL-93021

DATE OF DISKETTE PREPARATION: 9-15-94

GSA, Southeast Region

DISK 1 of 2; DOS VER. 6.2 (BACKUP)

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1.5. Software for Specifications and other Required Submittals.

All specifications shall be developed through computer based media. Electronic specifications shall be in a format which can be used directly (without conversion) by MSWord, release 6.0 or later, operating under a MS Windows environment. Hard copies of specifications shall be submitted as required in the Design Submissions section of this SFO. An electronic copy on 3.5" (1.44 MB) magnetic media diskettes must be provided with the 100% drawing submittal, and an electronic set of "as-built" specifications must be maintained and presented to the Government at the time of occupancy.

1.6. Building Codes.

All design and construction work shall comply at a minimum with the U. S. Courts Design Guide, PBS PQ100.1 (with exceptions as noted in Volume 3), all applicable local and state codes and ordinances, and those building codes and zoning ordinances referenced within Volume 3 design requirements.

2. QUALITY CONTROL PLAN

2.1. General.

Based upon performance, installation and start-up requirements referenced in Volume 3 technical requirements, code/industry standards, manufacturer's recommendations, and the Contractor's proposal, the Quality Control Inspector shall prepare and maintain a Quality Control Plan (QCP) to address all quantitative performance/specification requirements, installed conditions and operating characteristics. The QCP is intended to document construction organization and scheduling and those inspections/tests necessary to assure the Government that product delivery, quality and performance are as required. It also serves as an inspection coordination tool between the Contractor, the Government, and the CM.

2.2. Content.

The Quality Control Plan shall be made up of two (2) sections. The first section shall consist of a management plan for the project. The second section shall address the proposed inspections/tests required for this project.

2.2.1. Management Plan Section

The Management Plan must be a narrative describing coordination, communication, and quality control methods. The Management Plan must include an Organizational Chart, Lines of Authority, Scheduling Milestones, and a Critical Path Method (CPM) or Bar Chart construction schedule demonstrating major actions necessary to meet the guaranteed delivery date (see Volume 1, Part 3, Paragraph 7). This schedule shall begin at the day of Award and end at the day of Occupancy.

2.2.2. Inspections/Tests Section

For each performance requirement, the QCP shall identify: item/system to be tested, exact test(s) to be performed, measured parameters, inspection/testing organization, and the stage of construction development when tests are to be performed. Organize this section into volumes corresponding to Inspections and Tests, paragraph 5 of this Part. Each inspection/test shall be coded and referenced on timeline charts to identify when tests should be performed. The Contractor is not relieved from required performance tests should these not be included in the plan. The Inspection/Tests section content/level of development is represented by Exhibit D.

A. Divisions.

The Quality Control Inspector shall organize inspection/testing descriptions in accordance with Construction Specifications Institute (CSI) divisional headings, UNIFORMAT system headings, chronological/sequence or combinations thereof to delineate all facets of design and construction.

B. Component Subdivisions.

For each divisional heading, the Quality Control Inspector shall identify all subsystems, equipment items, and/or components which influence operation, function, quality or demonstrates attainment of performance requirements.

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3. DESIGN SUBMISSIONS

3.1. Design Reviews.

During the design of each construction phase, the Contractor shall provide four (4) design submissions corresponding to the following levels of design development: "Design Development Documents" (30 percent), "Intermediate Documents" (50 percent), "Pre-Final Documents" (90 percent) and "Final Documents" (100 percent completion). In addition to the above submissions, the Government reserves the right to make three (3) on-board reviews for each design discipline. Tenant Build-Out design submissions and reviews are addressed in subparagraph 4.2 of Part 3, Volume 1. Reviews will be made by Government staff and/or the Government's CM. As part of its review, the Government will offer submission reviews to local code officials.

3.2. Purpose.

The Government will review Contractor design submissions to verify adherence to contract requirements reflected within Volume 3 program materials and the Contractor's proposal. Design reviews by the Government are not to be interpreted as resulting in an approval of the Contractor's apparent progress toward meeting contract requirements but are intended to discover any information which can be brought to the Contractor's attention which might prevent costly errors and misdirection. The Contractor shall remain completely responsible for designing and constructing the building in full compliance with the requirements of this contract.

3.3. Resolution of Comments.

The Contractor shall resolve all design review comments in writing, indicating one of the following: (1) Adoption and action taken, (2) Adoption with Modifications and action taken, (3) Alternative Resolution and action taken, or (4) Rejection. In cases other than unqualified adoption, the Contractor shall provide a statement as to why the reviewer's objection and/or recommendation is inappropriate. Design review comments shall not relieve the Contractor from compliance with terms and conditions of this contract. Contractor's comment resolution shall be transmitted to the Government and the CM within fifteen (15) calendar days of comment receipt.

3.4. Level of Development.

Design submittals shall include all items listed in PBS-PQ280 under the section entitled "Submission Requirements for New Construction" for the design review specified, except as may be modified by additions or deletions in the following paragraphs. Cost estimates, as required in PBS-PQ280, are not required for this project. Submittals shall also include any special items listed in the contract, or in this SFO.

3.4.1. Design Development Documents.

Design Development level design builds upon the Contractor's proposal concept as modified by Government changes made per subparagraph 3.2 of Part 3, Volume 1. A Design Development design represents all major design features and demonstrates attainment of all performance requirements. Preliminary scaled plans, elevations, sections and perspectives are required to show all major building features/systems, their orientation/configuration and how each impacts/fits into the total design. Detailed notation, equipment schedules, and assembly details are not expected.

A. Design Documents.

The design development submittal shall include all elements listed in PBS-PQ280 under the heading entitled "Design Development", except the cost estimate, and shall consist of narratives, calculations and drawings for each discipline division, including:

- Site Planning and Landscape Design
- Architectural
- Structural
- Mechanical
- Electrical

B. Quality Control Plan.

The Contractor shall submit an annotated outline of his Quality Control Plan (QCP), describing inspections and tests of all designed building features and systems/equipment. Refer to paragraph 2 of this Part.

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Exhibit D: Instructions for Preparing Inspections/Test Section of the Quality Control Plan

A. Divisions. Unless otherwise accepted by the Government, organize major subject headings according to building systems and/or features. Including:

Foundations	HVAC	Power
Substructure	Plumbing	Emergency Power
Superstructure	Fire Suppression	Lighting
Envelope	Utilities/Site Work	Fire Alarm Systems
Roofing	Material Handling Systems	Security Systems
Interior Finishes	Elevators/Escalators	Telecommunications
Special Equipment/Systems	Building Automation Systems	Landscaping

B. Component Subdivisions. For each major heading, identify components/features to be tested. Consider as an example, "Plumbing":

Hot Water Boiler	Circulation Pumps	Heat Exchanger
Drinking Water Chiller	Sewage Ejectors	Toilet Fixtures
Service Sinks	Kitchen Equipment	Distribution Piping

C. Test Parameters. For each component to be inspected/adjusted/tested, identify the performance test to be conducted. Identify who is going to do the inspection/adjustment/test. Consider as an example, "Circulation Pumps":

Inlet Pressure	Current Draw	Use of Isolators
Outlet Pressure	Observed Vibration	Leakage
Flow Rate	Start-Up/Safety Interrupts	Spare Parts

D. Test Report. For each inspection/adjustment/test parameter, identify the methodology, test equipment, required preparation, adjustments contemplated, test result comparison to that of design, the approximate time of occurrence, and who will do the work. Consider use of tabular or bullet references. As an example, consider the circulation pump parameter "Inlet Pressure":

Test Method:	Pressure Gage Reading
Test Equipment:	Permanent In-line Gage
Preparation:	Calibrate Gage/Clean Circ. System
Adjustment:	Adjust In-line Control Valve
Design Pressure:	_____ Pounds Per Square Inch (Gage)
Actual Pressure:	_____ Pounds Per Square Inch (Gage)
Test Occurrence:	Final Inspection
Performed by:	_____

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F. Rendering.

Provide one (1) **preliminary**, professionally prepared, color rendering depicting prominent exposures and features of the facility at the time of the intermediate documents submittal. Finished size shall be at least 24-inches by 36-inches and composed of materials suited for photographic reproduction. Human figures shall be placed at or near the main entrance to help establish building scale. Upon Government acceptance of the Intermediate Documents submission, provide one (1) **final**, professionally made, full color rendering, same size as above, reflecting all design changes and Government recommendations for rendering subject material and vanishing points. The final rendering shall be titled, indicating project name, city, state, name of the contract architect-engineer, General Services Administration, Southeast Region; lettered in black ink near the bottom of the rendering. With the final rendering, also provide six (6) full color, 8-inch by 10-inch photographs of the final rendering, mounted and framed along with two color slides of the final rendering. The Contractor shall provide distribution of the final rendering and photographs as instructed by the Contracting Officer.

3.4.3. Pre-Final Documents.

Drawings and specifications must depict/describe all construction work and shall be in pre-final form, to fully support the minimum needs of the construction contractor.

A. Pre-Final Drawings.

Submitted drawings shall include pre-final versions of those prepared for the intermediate document submission reflecting resolution of all prior comments and shall be expanded to include drawings depicting construction details, specialty features, and component schedules. This submittal shall include all drawings expected to be issued for construction. The drawings shall comply with the requirements of PBS-PQ280.

B. Pre-Final Specifications.

Specifications must reflect resolution of all prior comments and be edited to address only that construction work to be provided. They shall include all elements required by PBS-PQ280.

C. Quality Control Plan.

The Contractor shall provide a **draft** final QCP addressing all systems, equipment, materials and construction represented by the pre-final design submission.

3.4.4. Final Documents.

Drawings and specifications must depict/describe all construction work and shall be in final form, 100 percent complete, to fully support the minimum needs of the construction contractor. Drawings and specifications shall reflect resolution of all prior comments. The Government reserves the right to make comments on the final submittal which the Contractor is required to resolve in the manner previously established, however, the Contractor is not required to reserve time for a Government review of the final documents.

A. Registration Seals.

Each final working drawing and each submitted specification and calculation document shall be signed by, bear the seal of, and show the State Certificate Number of the Architect and/or Engineer who prepared the document and/or is responsible for its preparation.

B. Quality Control Plan.

The QCP shall be complete in all respects addressing all types of inspections/tests for work covered by Final Document submissions.

3.5. Submission Format.

3.5.1. Specifications/Calculations/Narratives.

These submissions shall use standard white bond paper or formatted sheets, 8 1/2 x 11 inch, bound in snap action three-ring notebooks, organized in a logical sequence, tabbed to each section heading. Calculations shall be titled with each analysis clearly indicating subject/problem being studied, applied references, assumptions, and analysis of answer. Five (5) sets of the specifications shall be bound in three-ring notebooks. Other copies may be spiral, tape or screw bound.

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C. Study Model.

Provide one study model at a scale of at least (1/16" = 1'- 0"), depicting overall building configuration in the context of site topography and surrounding structures. The model may be constructed of cardboard, Styrofoam and/or other suitable materials, but shall accurately convey the size, proportion and scale with surrounding structures. Provide a rigid base of plywood or plastic such that the model may be successfully handled.

D. Alternative Designs.

Provide at least three (3) alternative courtroom and chambers configurations developed in consultation with the Government. The Court will make the final selection of the courtroom configurations which may include varying configurations for each resident judge. The courtroom furnishings and alternatives should include those furnishings as listed in the U. S. Courts Design Guide and at least should include the judge's bench, clerk's bench, court reporter's bench, jury box, two (2) counsel tables (except in the special proceedings courtroom, which should be furnished with four (4) counsel tables), lectern, exhibit display, and public seating. One alternative presentation of the benches and tables should include built-in video/computer display screen cabinet work allowing the screens to be recessed when not in use. The judge's bench in the special proceedings courtroom should accommodate at least seven (7) judicial officers. The millwork for the judge's and clerk's bench should include at least a six-inch privacy screen raising from the bench top.

Provide at least three (3) alternative configurations developed in consultation with the Government for the grand jury suite. The Court will make the final selection of the grand jury suite configuration.

3.4.2. Intermediate Documents.

This submission provides preliminary working drawings and a draft of final construction specifications among other requirements. It also requires final calculations for selection and sizing of all building features, systems and equipment. Drawings shall be at least 50 percent complete in detailing floor plan views, exterior elevations, building sections, system distributions, riser diagrams, and equipment description schedules. The following summary listing of submission requirements further identifies drawings, calculations and specifications requirements.

A. Drawings.

In addition to expanded details on the Design Development submission drawings, provide the drawings required by PBS-PQ280 under the heading entitled "Construction Documents," except that drawings shall be completed to the 50 percent level required by paragraph 4.1 above.

B. Calculations.

Provide the calculations required by PBS-PQ280 under the heading entitled "Construction Documents."

C. Specifications.

Provide the specifications required by PBS-PQ280 under the heading entitled "Construction Documents," except that the Contractor shall provide **draft** final edited specifications and/or related catalog material which describes all building equipment characteristics and material requirements.

D. Finish Samples.

Provide one (1) set of finish selection samples for exterior construction, interior public space, each type courtroom space, judge's chamber space and typical office space even if previously submitted with pre-award proposal materials. Exterior finish samples shall include brick, stone and similar material samples mounted on 12" X 12" boards to show the range of color to be expected in materials of construction. Interior samples shall be mounted on 24" by 36" boards and show all textures, patterns and colors proposed for all materials in the spaces indicated. The Government reserves the right to select final finish colors, patterns, and textures from samples meeting contract requirements.

E. Quality Control Plan.

The Contractor shall provide a **draft** final QCP addressing all systems, equipment, materials and construction represented by the intermediate design submission.

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3.9. Construction Start.

Construction shall not begin on a segment of work until the associated design has been developed to Final Document stage, complete with designer registration seals/signatures on involved design drawings and specifications. Where phased construction (fast-tracking) is applied, each phase must be based upon Final Document drawings and specifications associated with that phase. Refer to subparagraph 3.4.4 of this Part for Final Document design requirements. The Government will review specific suggestions regarding modification of the above procedures; however, all such actions must be approved by the Contracting Officer prior to the implementation of any fast-tracking procedures.

3.10. Construction Phase Design Submissions.

Note that construction phase "Record Drawings" are required in accordance with subparagraph 6.1 of Part 3, of this Volume, and "As-Builts" shall be provided per subparagraph 6.5 "Project Close-out" of this Part.

3.11. On-Site Construction Sign

The successful Offeror shall ensure that a company standard construction sign is displayed on the construction site for public viewing. As a minimum, the sign should be 3 foot by 4 foot and include the following information in large legible print:

U. S. Courthouse
Pensacola, Florida
being constructed for the
U. S. General Services Administration
by
[Project Team Information]

3.12. Construction Staging Area

Prior to establishing a staging area for use during construction, the successful Offeror should contact Mr. Hans Felix, City Engineer, City of Pensacola, or Mrs. Jennifer Fleming, Executive Director, Community Redevelopment, City of Pensacola, at (904) 435-1695 to coordinate the use of the parking lanes immediately adjacent to the site. This area may be used for construction with the following conditions:

1. A four (4) foot wide pedestrian walkway must be constructed within the parking lane, with overhead protection and outer handrail along the edge nearest the adjacent driving lane.

2. Temporary construction fencing may be erected between the active construction site and the pedestrian walkway.

3. The City of Pensacola, Risk Management Department, must be contacted, through Mrs. Jennifer Fleming at the above number, prior to the commencement of construction to determine if there are any other public safety considerations to be addressed for the construction staging area.

4. All vehicles associated with the construction activity must be parked in an off-street parking location so the on-street parking spaces in the vicinity of the construction site will be available for downtown customers. The City will levy parking fines, according to City ordinances, on construction vehicles parked in on-street parking spaces.

4. SHOP DRAWINGS/PRODUCT DATA

4.1. Submissions.

The Contractor shall submit shop drawings and product data (catalog cuts, etc.) as stipulated herein. Shop Drawing/product data submissions to the Government shall be made after review and approval by the Contractor's designer of record. This is in addition to and separate from specification submission material. Product data shall be delivered to the Government within forty-five (45) calendar days following the Government's review of Final Document design and/or the Contractor's establishment of subcontract agreements to provide involved work. Shop drawing and product data submissions shall be made to the Contracting Officer or his designated representative and shall contain three (3) copies of all materials.

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3.5.2. Drawings.

Drawing levels of detail and quality of representation shall adhere to the AIA guideline "Architectural Graphic Standards." All original drawings shall be 30 x 42 inch size, with each sheet offering North-arrows, Key Plans and graphic scales. Drawings of 30 x 42 inch size shall be submitted on 1/2 size prints. Two line representation is required for pipes, ductwork, and equipment which is over 30 centimeters (one foot) in finished width. Minimum lettering height shall be 5/32 inch or 1/4 inch if drawings are to be printed at 1/2 size. Floor plans and elevations shall be at least 1/8" = 1'0" scale. Floor plans and sectional elevations of mechanical/electrical equipment rooms, toilet rooms, food service kitchens and all spaces involving rough-in utilities shall be scaled to not less than 1/4" = 1'0." Refer to subparagraph 1.4 of this Part for CAD requirements.

3.6. Quantities.

For each submission level, other than Final, the Contractor shall provide the Government ten (10) copies of all drawings, specifications, narratives, calculations and any other documents required by the specific submittal. The Contractor shall provide two (2) sets of full size drawings, in addition to the ten (10) copies of 1/2 size drawings. Quantities of other items that may be requested at specific submittals are specified with the specific submittal requirements.

For the Final Document submission, the Contractor shall provide the Government ten (10) copies of all drawings and specifications, two (2) copies of all final calculations and one (1) full size mylar reproducible print of each drawing. The Contractor shall provide two (2) sets of full size drawings, in addition to the ten (10) copies of 1/2 size drawings. All quantities above are in addition to those required by the Contractor.

3.7. Procedures.

The Contractor shall package and distribute quantities of each submittal (within the total quantity requirements) to various parties as will be directed by the Contracting Officer or his designated representative. Submissions shall be made in accordance with the schedule represented within the Contractor's approved CPM schedule, having an allowance that the Government will take up to fifteen (15) working days to review each submission.

3.8. Presentations.

3.8.1. Regional.

The Contractor shall provide up to eight (8) hours of presentation to GSA regional staff and tenant agency representatives, early during the Government's review of the Design Development Document submission, offering an overview of submission content and project direction.

3.8.2. Local Government/Planning Agencies.

The Contractor shall provide two (2) one-hour presentations at the Design Development Document and Final Document design submissions for local government/planning/historic agencies. These two (2) formal presentations are expected to dwell on issues of aesthetics, site use, and adherence to city planning objectives. The presentation will take place in offices, located within Pensacola, Florida, as coordinated by the Contracting Officer.

3.8.3. Other Organizations.

In addition to GSA presentations, the Contractor shall provide for two (2) other separate, two-hour project overviews, as directed by the Contracting Officer.

3.8.4. Quality.

Presentations will be given by design firm principals and/or the Contractor's project manager(s) and be supported by professionally developed graphics. Exhibits shall show architectural renderings, floor plans, major building features/systems and material samples.

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4.3.4. Electrical:

Transformers	Switchgear	Fire Alarm Pull Boxes
Motor Control Centers	Switches/Circuit Brkrs.	Smoke Detectors
Cable/Wiring	Conduit	Uninter. Power System
All Lighting Fixtures	Emergency Generator	Meters
Motion Detectors	Ballasts	Security Sensors
Power Receptacles	Transfer Switches	Surge Protectors
Grounding System	Lightning Protection	Filters/Condition Units
Site Power Connections	Telecom. Frame Rm.	Emergency Lighting
Wire Closet Details	Audio/Visual Equipment	

4.4. Manuals.

The Contractor shall combine all product data submission material into hard copy manuals for reference during all phases of construction. Shop drawings shall be bound with product data or separately bound in drawing racks. The manuals shall be divided into sections corresponding to QCP headings. The Contractor shall maintain duplicate copies for the Government, and the Government's CM. Also see subparagraph 6.6 of this Part for close-out manual requirements.

5. INSPECTIONS AND TESTS

5.1. General.

The Contractor shall perform inspections and tests throughout the design and construction process, including: design support (existing conditions/needs assessments), construction installation (placement-qualification measurements), and final inspections/tests (commissioning/performance certification). Periodic "Quantity" inspections shall also be conducted.

5.2. Government Witness.

All inspections and tests called for in this SFO and/or required to verify documented contract assumptions, to establish work accomplishment, or to certify performance attainment shall be witnessed by the Government and/or CM and coordinated through the Quality Control Plan (QCP) (as addressed in paragraph 2 of this Part).

5.3. Site Investigations.

The Contractor shall conduct site condition inspections/tests to validate both SFO directions and the Contractor's proposal.

5.3.1. Subsurface Tests.

Prior to the Design Development Document submission, the Contractor is responsible for obtaining a subsurface investigation/report of site conditions. Tests shall be as required to assure that the final design will be responsive to actual site conditions.

5.3.2. Government Site Investigation.

The Site Information included with this SFO is provided by the Government for information only and to support the preparation of proposals. The Government does not warrant the accuracy, validity, completeness or relevance of anything contained in this report which is not factual in nature. The Government shall not be liable for any cost incurred by the Contractor as a result of its election to rely upon non-factual elements of the Site Information, such as recommendations and engineering judgments.

5.3.3. Utilities.

The Contractor shall verify through inspection and testing; location, elevation, capacity and condition of all utilities, including electric, gas, telephone, domestic water, sanitary/storm sewers, etc. These inspections and tests shall be conducted immediately after contract award.

5.3.4. Connection to Existing Work.

The Contractor shall verify location, available capacity, sizing, clearances and material conditions prior to construction start.

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4.2. Reviews.

Reviews of shop drawings and product data by the Government are not to be interpreted as an approval of the Contractor's selections or progress toward meeting contract requirements but are intended to discover problems/errors which may avoid costly redirection during construction. The Contractor shall remain completely responsible for designing and constructing the building in accordance with contract requirements.

4.2.1. Review Period.

The Government shall be allowed three (3) weeks to review these submission materials from the date of receipt.

4.2.2. Changes.

Should shop drawing and/or product changes take place after initial Government review, the Contractor shall resubmit the altered product data material within fifteen (15) days and shop drawings within thirty (30) days of the change.

4.3. Products for Submission.

The Contractor shall provide shop drawings and product data for all systems, equipment and materials referenced within the Final Document submission. The following list is not intended to be complete and serves only as examples of submission requirements.

4.3.1. Structural:

Pre-cast Panels	Steel Beams/Members	Footing Details
Decking Materials	Reinforcing Rods	Framing Details

4.3.2. Architectural:

Wall Framing Details	Insulation (Wall/Roof)	Wall/Floor Materials
Windows/Glazing	Shading System	Ceiling Materials
Wall and Roofing Details	Casework/Cabinetry	Carpet Materials
Doors and Hardware	Membranes	Molding/Trim
Vapor Air Retarders	Raised Flooring System	Graphics and Directory
Acoustic Materials	Flag Poles	Special Features

4.3.3. Mechanical:

Boilers	Chillers	Toilet/Lavatory Fixtures
Gas/Oil Train Controls	Cooling Towers	Faucets
Fuel Storage Tanks	Perimeter Fin Tubes	Flush Valves
Heaters/Furnaces	Heat Exchangers	Kitchen Equipment
Air Handlers/Coils	Solar Collectors	Heat Pumps
Power Operated Platforms	Diffusers/Grilles	Exhaust Fans
Window Washing Equipment	HVAC Controls	Elevators/Escalators
VAV Mixing Boxes	Meters/Gages	Manholes/Covers
Air Silencers	Split Systems	Generator Mufflers
Building Automation Sys.	Insulation (Pipe/Duct)	Vibration Isolators
Package Equipment	Fire Pump System	Steam Stations
Filters	Jockey Pump	Condensation Pumps
Control Valves/Dampers	Fire Pump Test Valve	Water Coolers
Pressure Regulators	Fire Dampers	Traps
Expansion/Comp'n Tanks	Sprinkler System	Utility Sinks
Backflow Preventors	Dry Chemical Systems	Drains (Floor/Roof)
Circulating Pumps	Pre-Action Controls	Site Watering System
Pipe Fittings	Strainers	Hose Bibbs
Special Mechanical Systems	Special Piping/Fittings	Expansion Joints

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4.3.4. Electrical:

Transformers	Switchgear	Fire Alarm Pull Boxes
Motor Control Centers	Switches/Circuit Brkrs.	Smoke Detectors
Cable/Wiring	Conduit	Uninter. Power System
All Lighting Fixtures	Emergency Generator	Meters
Motion Detectors	Ballasts	Security Sensors
Power Receptacles	Transfer Switches	Surge Protectors
Grounding System	Lightning Protection	Filters/Condition Units
Site Power Connections	Telecom. Frame Rm.	Emergency Lighting
Wire Closet Details	Audio/Visual Equipment	

4.4. Manuals.

The Contractor shall combine all product data submission material into hard copy manuals for reference during all phases of construction. Shop drawings shall be bound with product data or separately bound in drawing racks. The manuals shall be divided into sections corresponding to QCP headings. The Contractor shall maintain duplicate copies for the Government, and the Government's CM. Also see subparagraph 6.6 of this Part for close-out manual requirements.

5. INSPECTIONS AND TESTS

5.1. General.

The Contractor shall perform inspections and tests throughout the design and construction process, including: design support (existing conditions/needs assessments), construction installation (placement-qualification measurements), and final inspections/tests (commissioning/performance certification). Periodic "Quantity" inspections shall also be conducted.

5.2. Government Witness.

All inspections and tests called for in this SFO and/or required to verify documented contract assumptions, to establish work accomplishment, or to certify performance attainment shall be witnessed by the Government and/or CM and coordinated through the Quality Control Plan (QCP) (as addressed in paragraph 2 of this Part).

5.3. Site Investigations.

The Contractor shall conduct site condition inspections/tests to validate both SFO directions and the Contractor's proposal.

5.3.1. Subsurface Tests.

Prior to the Design Development Document submission, the Contractor is responsible for obtaining a subsurface investigation/report of site conditions. Tests shall be as required to assure that the final design will be responsive to actual site conditions.

5.3.2. Government Site Investigation.

The Site Information included with this SFO is provided by the Government for information only and to support the preparation of proposals. The Government does not warrant the accuracy, validity, completeness or relevance of anything contained in this report which is not factual in nature. The Government shall not be liable for any cost incurred by the Contractor as a result of its election to rely upon non-factual elements of the Site Information, such as recommendations and engineering judgments.

5.3.3. Utilities.

The Contractor shall verify through inspection and testing; location, elevation, capacity and condition of all utilities, including electric, gas, telephone, domestic water, sanitary/storm sewers, etc. These inspections and tests shall be conducted immediately after contract award.

5.3.4. Connection to Existing Work.

The Contractor shall verify location, available capacity, sizing, clearances and material conditions prior to construction start.

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5.4. Construction Inspections and Tests.

Organize separate sections within the QCP to address inspections and tests for defined construction phases, unit price work, modifications and/or subcontract work activity. Refer to FAR 52.246-12 "Inspection of Construction," located in Part 4 of Volume 2.

5.5. Final Inspections and Tests.

A separate section of the QCP shall be dedicated to Final Inspections and Tests. Control/performance sequences for building systems/equipment shall be taken for all modes of operation. Unless otherwise identified in contract requirements, full and part load equipment capacities shall be established, requiring either the use of false loading or availability of full load conditions. Unless otherwise identified, manufacturer recommendations shall be followed for all inspection and test procedures.

5.6. Documentation.

Inspections/tests required in the QCP shall result in a written record of data/observations. The Contractor shall provide two (2) copies of documents containing all test reports/findings. Each shall be organized and tabbed to match QCP subjects/format. Test results shall typically include: item/system tested, location, date of test, test parameters/measured data, state of construction completion, operating mode, Contractor Inspector/Government witness, test equipment description and measurement technique. When complete, the inspections/tests documents shall be turned over to the CO to complete the project's documentation addressed in "Manuals" subparagraph 6.6 of this Part.

6. PROJECT CLOSE-OUT

6.1. Preparation for Final Inspection and Tests.

The following steps shall be taken to assure the project is in a condition to receive inspections and tests.

6.1.1. Record Drawings.

Finalize Record Drawings/Manuals, indicating all "As-Built" conditions. See subparagraphs 6.5 & 6.6.

6.1.2. Start-up.

Complete start-up testing of systems and equipment/components as recommended by manufacturers and presented within the QCP.

6.2. Instruction/Training.

6.2.1. Tenants.

Before tenant occupancy, the Contractor shall provide pamphlets describing overall building operation, features/services, joint use space locations, building service telephone numbers, and other information required for tenant orientation to the building. Pamphlets shall be approximately six pages, professionally published. The Contractor shall coordinate text/format with the CO and receive approval prior to publishing the document. Provide 100 copies to the CO for Government distribution.

6.2.2. Operating Staff.

The Contractor shall provide at least 80 hours of formal instruction for up to five (5) Government designated personnel, addressing the operation and maintenance of all installed equipment. The Operation and Maintenance manuals developed as part of subparagraph 6.6 shall be used as training materials. Unless otherwise accepted by the Government, training course format shall be split equally between classroom instruction and field exercises. All classroom instruction shall be video taped for future reference. Classroom instruction may be supported by professionally made video tapes. If used, a copy of each used video shall be provided for future training and reference. The Contractor shall provide a training plan with the final Design Document submission, addressing all involved building equipment.

6.2.3. Facility Management.

The Contractor shall provide at least 40 hours of classroom instruction for five (5) Government and/or Government authorized personnel to become familiar with the Building Automation System / Energy Management System software and equipment provided under this contract. Training shall be provided by software suppliers or authorized representatives, be "hands-on," and focused to actual operating and monitoring procedures. The software supplier's User Manual(s) shall be provided for each employee.

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6.2.4. Special Training.

In addition to the above referenced formal training offered to the operating staff, the Contractor shall provide 30 calendar days of full time qualified operators to monitor, instruct, and assist Government operating staff control, adjust, and maintain the project's HVAC systems, Building Automation System, Energy Management System and elevator equipment. Refer to Volume 3 for special training requirements.

6.3. Stock.

Provide the following stock items to meet servicing and modification needs. Provide an inventory of all stock items within the O&M manual addressed in subparagraph 6.6.4 of this Part. Inventory sheets shall indicate item name, model number, manufacturer, quantity, and storage location. Inventory sheets must be signed by the CO, identifying receipt of stock items.

6.3.1. Operation and Maintenance.

Provide spare parts, operating supplies, and maintenance items/materials as recommended by the manufacturer to fully meet the needs of the first year of operation. All unused stock at the completion of the O&M period shall remain the property of the Government. If stock items are depleted before the end of the O&M period, the Contractor shall be responsible to provide additional stock as needed.

6.3.2. Future Alterations.

In addition to the above items, the Contractor shall provide indicated spare quantities for each type of the following installed items: Percentage (%) values are to be applied against the total number installed and with resulting quantities rounded up to a whole unit.

Diffusers/Grilles	[2 %]	Light Fixtures	[5 %]	Carpet Materials	[5 %]
Room Thermostats	[10 ea.]	Light Tubes/Bulbs	[5 %]	Vinyl Wall Cover	[2 %]
Sprinkler Heads	[2 %]	Fixture Ballasts	[5 %]	Ceiling Tiles	[2 %]
Smoke Detectors	[5 %]	Circuit Breakers	[2 %]	Perim. HVAC Units	[5 %]
Corridor Doors	[10 ea.]	Light Switches	[2 %]	Marble Wall Panels	[5 %]
Power Receptacles (under 50 amp)			[2 %]	Typical Glazing Panels	[5 ea.]
Light Switch/Receptacle Covers			[2 %]		

6.4. Tools.

Provide all specialized tools, testing apparatus, and other devices as recommended by the manufacturer to operate, adjust, and calibrate equipment provided under this contract. The Government shall receive one complete set of these tools even though the facility may be operated by the Contractor after construction completion. Provide an inventory of these items with location designations within the Operation and Maintenance manual addressed in subparagraph 6.6.4 of this Part. Inventory sheets must be signed by the CO, identifying receipt of tools and operation/maintenance apparatus.

6.5. As-Built Drawings.

The Contractor shall provide "As-Built Drawings" and documents based upon actual site installation, as should be reflected within latest Record Drawings/documents. Should Record Drawings not represent As-Built conditions, the Contractor shall perform field measurements and/or shop drawing takeoffs as required to support accurate As-Built drawings. Should the Government determine that variations exist between finished construction and the As-Built Drawings, the Contractor shall correct drawings to the satisfaction of the Government.

6.5.1. Quality.

Drawings shall be produced in original quality, using 6 mil mylar sheets, showing direct image updated plans, sections/elevations, details, notation and dimensions of the final design. Unless otherwise directed, all lines shall be developed for black ink printing.

6.5.2. CAD.

In addition to the hard-copy version, referenced above, the Contractor shall provide all As-Built drawings in a CAD format, using the requirements set forth in subparagraph 1.4 of this Part. Disks shall be loaded into facility management CAD workstations and made accessible for all facility management software functions.

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6.6. Manuals.

The Contractor shall provide manuals/documentation reflecting "As-Built" constructed building features/systems, including specifications, shop drawings, design calculations, shop drawings, and operation/maintenance requirements. Manuals shall be bound in three ring binders and fitted with tab sheets to identify major text divisions. All content shall be legible, first generation photocopies or prints of published material. Each manual shall be appropriately titled and provided with an introduction and table of contents. Should the Government establish that a submitted manual/document fails to represent installed conditions, the document shall be returned and corrected by the Contractor to the satisfaction of the Government.

6.6.1. Specification Manual.

The Contractor shall provide two (2) complete sets of all final design specifications/documents, retyped or presented in original condition. Specifications shall be precisely edited to match installed features/systems/equipment and materials and shall be presented in three ring binders with division tabs.

6.6.2. Shop Drawing Manual.

The Contractor shall provide two (2) copies of a shop drawing and product data manual, containing all approved shop drawing submissions. See subparagraph 4.4.

6.6.3. Design Calculation Manual.

The Contractor shall provide two (2) final sets of all design calculations associated with this project, representing both initial design calculations and those analyses associated with contract changes. See subparagraph 3.4 of this Part for minimum initial design calculation entries.

6.6.4. Operation and Maintenance Manual.

In addition to those manuals required to support training requirements under subparagraph 6.2 of this Part, the Contractor shall prepare three (3) detailed Operation and Maintenance Manuals, identifying all procedures, tools, equipment and parts necessary to assure satisfactory operations and to provide maintenance per manufacturer's recommendations.

A. Operation.

In addition to operating sequences of start-up and shutdown, all modes of operation shall be described, including emergency/safety shut-offs, efficiency or energy conservation adjustments, noise/vibration adjustments, control calibration procedures, interpretation of readings and reports, etc. Where equipment is controlled or monitored by the Building Automation System, the manual shall identify all access procedures and available conditions reports.

B. Maintenance.

Maintenance shall address cycles of replacement and use of special tools, lubricants, fuels, gages/meters, etc. Also to be discussed shall be potential hazards and emergency procedures. Include references to record documents, spare parts and material lists, warranties, maintenance agreements and similar continuing commitments.

C. Equipment Inventory.

The manual shall also provide a separate segment of Equipment Inventory sheets, GSA Form 1736, as described within the GSA Order "Buildings Maintenance Management Handbook" (PBS P 5850.1[B]). This handbook will not be distributed except to the awarded contractor but may be viewed in the GSA Office of Enterprise Development, located in the Peachtree Summit Building at 401 W. Peachtree Street in Atlanta, Georgia.

End of Volume 1, Part 2

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VOLUME 1 – PROJECT REQUIREMENTS: Part 3 - Contract Administration

1. LEASE PROVISIONS

1.1. Lease Term.

The lease term will be twenty (20) years firm with two (2) five (5) year renewal options.

1.2. Lease Payments.

Lease payments will be paid based on rentable square feet. (Rentable square feet must yield the occupiable square feet required in subparagraph 2.5, Part 1 of Volume 1.) The lease payments will begin upon actual occupancy of the space by the Government as projected by the Offeror's guaranteed delivery date. Lease payments will be made monthly in arrears. Rent for a lessor period will be prorated.

The Offeror should clearly identify in the offer the full name and address for the delivery of lease payments. After the award of the lease contract, arrangements can be made with the GSA Administrative Staff to establish the electronic direct deposit of lease payments to the payee's bank account.

1.3. Unit Costs for Adjustments.

Several paragraphs in this SFO specify ratios for determining quantities of materials. Actual quantities of materials may not be determined until after the lease is awarded and the space layouts are completed and approved. To enable an equitable settlement if the Government requests changes to the approved layouts, the Offeror must list a unit cost for each of these materials. GSA will use each unit cost to make a lump sum payment or rental increase, not to exceed the rental limit established in subparagraph 2.6 of Part 1 of this volume, if the amount of material required by the layout is more than specified or take credit from rental if the amount is less than specified. Offerors are required to state in the offer or in an attachment:

- The cost per linear foot of office subdividing ceiling-high partitioning (STC-40).
- The cost per linear foot of office subdividing slab-to-slab partitioning (STC-40).
- The cost per floor mounted duplex electrical outlet.
- The cost per wall mounted duplex electrical outlet.
- The cost per floor mounted fourplex (double duplex) electrical outlet.
- The cost per wall mounted fourplex (double duplex) electrical outlet.
- The cost per dedicated clean electrical computer receptacle.
- The cost per floor mounted telephone outlet.
- The cost per wall mounted telephone outlet.
- The cost per floor mounted data outlet.
- The cost per wall mounted data outlet.
- The cost per cluster group for systems furniture hookup.
- The cost per solid core interior door with metal frame and hardware.

1.4. Tax Adjustment, GSAR 552.270-24 (Aug 1992).

(a) The Government shall make an annual lump sum adjustment, as additional payment to or deduction from, its share of any increase or decrease in real estate taxes that are assessed over the agreed upon base year or negotiated dollar amount. The base year shall be the first 12-month period of the lease term coincident with full assessment or a negotiated dollar sum that reflects a fully assessed value of property.

(b) Full assessment is defined as the assessed value of fully occupied property after completion of all construction, renovation or conversion for the intended use of the Government. Full assessment does not occur until after the expiration of any and all special assessments or reduction in tax liability for hardship and for special taxing jurisdictions and districts such as economic development or enterprise zones. Partial assessments for newly constructed projects or for projects under construction or partially completed projects, renovations, or conversions will not be used for establishing the Government's base year for tax and rental adjustment payments.

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(c) Real estate taxes are defined as taxes which are assessed on an ad valorem basis against all taxable real property within the jurisdiction of the taxing authority, without regard to any benefit to the property, and the revenues collected are used by the taxing authority for the purpose of providing general services. The Government will not pay special assessments, service or user charges, licenses, fees, or taxes on related personal property.

(d) If during the term of the lease, the property covered by the assessment is enlarged, decreased or altered in any way or there is a change in the manner or method used by the taxing jurisdiction in determining the assessed value of the property such that there is a change in the Government's share, the Government shall negotiate with the lessor to adjust the base to reflect the Government's actual share of the new assessed value.

(e) The Government's share of tax increases shall be based upon the ratio of the assessed value of the space leased by the Government to the total assessed value of the property in which its assessment is included. The ratio will be determined prior to award, but may be later amended, if appropriate.

(f) If the Contracting Officer's review of tax assessment documentation indicates a variance between the assessed value of the Government leased space and other space in the property, or if measurement discloses a variance in the amount of Government leased space, the Government shall recalculate the ratio to ensure that the Government pays only its fair share based on the value contributed by the space leased by the Government.

(g) If during the term of the Government's lease, including any option periods, a reassessment occurs as a result of a change in the ownership of the property, the Government will negotiate with the new lessor an equitable upper limit on any increases in assessed value or real estate taxes which result solely from the change in ownership and not from any material improvements to the property. The Government shall have the right to unilaterally adjust the base if changes in the building or site adversely affect the Government's share of assessed value of the total property.

(h) Payment shall be made once a year in a lump sum amount and shall become due when the lessor has furnished appropriate paid tax receipts with correctly calculated invoice, or on the anniversary date of the lease, whichever is later. Lessor shall submit paid tax receipts within 60 calendar days of the date the taxes are paid or within an otherwise agreed upon time frame. The Government shall make payment for its share of tax increases based on the net taxes imposed on the property, excluding penalties for late payment and including discounts taken for early payment. The due date for making payment shall be the 30th day after the contracting officer receives a proper invoice from the lessor. If the invoice submitted does not meet the requirements of a proper invoice, it will be returned to the lessor within 7 days after receipt.

(i) In the event of any refund of taxes resulting from the final decision of a tax appeal, or by settlement or otherwise, the Government's share of the refund will be determined in the same manner as increases under this clause and shall be taken as a onetime, lump sum deduction from the rent. If the lease has been terminated, the Government's share will be remitted to the Government within 30 days of the Lessor's receipt of refund.

(j) The Government may request the Lessor to initiate a tax appeal or the Government may decide to contest the tax assessment on behalf of the Government and the Lessor or for the Government alone. Upon request, the Lessor shall furnish the Government information necessary to appeal the tax assessment in accordance with the filing requirements of the taxing authority. If the Lessor agrees to initiate an appeal on behalf of the Government, the Government and the Lessor will enter into an agreement to establish a method for sharing expenses and tax savings.

(k) If the Government exercises an option to extend the lease term at the same or lower rate as that of the original term, annual tax adjustments will continue on the original or otherwise negotiated base year or dollar amount. Should the renewal option rate be higher than the total rental in effect on the last day before the renewal period begins, including operating and tax escalations, the base period will be reestablished as the first lease year of the renewal period.

1.5. Percentage of Occupancy.

The percent of the building occupied by the Government, for purposes of tax adjustments, will be 100%.

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1.6. Rentable Space (Jun 1994).

Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space generally does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts and vertical ducts.

1.7. Occupiable Space (Jun 1994).

(a) Occupiable Space is that portion of rentable space that is available for a tenant's personnel, equipment, and furnishings and is the method of measurement for the area for which the Government will evaluate offers.

(b) Occupiable Space is determined as follows:

(1) If the space is on a single tenancy floor, compute the inside gross area by measuring between the inside finish of the permanent exterior building walls or from the face of the convectors (pipes or other wall-hung fixtures) if the convector occupies at least 50 percent of the length of exterior walls.

(2) If the space is on a multiple tenancy floor, measure from the exterior building walls as above and to the room side finish of the fixed corridor and shaft walls and/or the center of tenant-separating partitions.

(3) In all measurements, make no deductions for columns and projections enclosing the structural elements of the building and deduct the following from the gross area including their enclosing walls:

(i) toilets and lounges,

(ii) stairwells,

(iii) elevators and escalator shafts,

(iv) building equipment and service areas,

(v) entrance and elevator lobbies,

(vi) stacks and shafts, and

(vii) corridors in place or required by local codes and ordinances and/or required by GSA to provide an acceptable level of safety and/or to provide access to all essential building elements. (Corridors deducted to determine occupiable space may or may not be separated by ceiling high partitions).

(c) Unless otherwise noted, all references in this solicitation to square feet shall mean occupiable square feet.

1.8. Common Area Factor (Jun 1994).

The Common Area Factor is a conversion factor(s) determined by the building owner and often applied by the owner to the usable area (occupiable) to determine the rentable square feet for the building.

1.9. Appurtenant Areas.

The right to use appurtenant areas and facilities is included. The Government reserves the right to post Government rules and regulations where the Government leases space.

1.10. Restoration Waiver.

The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for waste, damages, or restoration arising from or related to any alteration or removal of any alteration by the Government during the term of this lease or any extensions. Alterations may be completed by either the Government and/or the Lessor including initial build out of the leased space and/or any subsequent modifications required during the lease period. At the Government's sole discretion, property remaining in leased space after termination of the lease contract will become the property of the Lessor.

1.11. General Warranties and Guaranties.

The Offeror shall provide evidence of warranties and guarantees as prescribed Paragraph 4, "Warranties and Guarantees," of Volume 2, Part 4, and elsewhere in this Solicitation.

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1.12. Standard Clauses.

The design, construction, and management of this project is governed by the regulatory clauses set forth in Volume 2. Volume 2, Part 1, provides general clauses, applicable to all facets of the contract. Clauses within Parts 1, 2 and 3 apply to the delivery of design services. Clauses within Parts 1, 3 and 4 apply to the delivery of construction services. Within the above referenced clauses, there are differing terms for "contractors." References to "Architect-Engineers," "Contractor"(s)," "Construction Contractor" etc. shall all be understood to mean the "Contractor" as described in Part 1, subparagraph 2.2 of this Volume.

2. ROLES AND RESPONSIBILITIES

2.1. Contractor.

The Contractor is solely responsible for the management (planning, supervision and contract coordination), design (professional) services and construction (including all labor, equipment, materials and inspections) to meet the requirements of this contract.

2.1.1. Management.

The Contractor shall provide individuals in the capacities of Contractor Principal, Project Coordinator, Construction Supervisor/Superintendent, Inspection/Testing Agent(s), and Quality Control Inspector (QCI). These individuals, except for the QCI, may be employees of the Offeror or members of the project team. Team members, except for the QCI, may be represented by the same individual/firm as long as the roles described in this SFO are fully met.

The Contractor Principal(s) shall have legal authority to represent the Contractor. The Project Coordinator shall be the single point of contact for coordinating with the Government. The Construction Supervisor/Superintendent shall coordinate construction work and associated contracts. This individual must be an on-site, full-time employee responsible for oversight of the construction of the building and improvements. Inspection and testing agents must certify delivery and functional/operating performance of contract work. The Quality Control Inspector should be a consultant to the project team and should not be an employee of any of the team members/firms. This individual should also be different from the Construction Supervisor/Superintendent. The QCI shall be responsible for the implementation and administration of the Quality Control Plan as outlined in Volume 1, Part 2, Paragraph 2.

2.1.2. Professional Services.

The Contractor shall provide required design and consultant services. Design and specialty consultant principals shall have legal authority to represent associated firms. Chief Designers have design sign-off authority for involved disciplines. Senior architects and engineers are those who have significant influence over design development.

2.2. Contracting Officer (CO).

The Government's Contracting Officer (CO) has the authority to enter into, administer and/or terminate contracts and may make related determinations and findings. The CO will designate to the Contractor in writing the roles and responsibilities of other Government officials as they relate to the execution of this contract. The CO for this project is Ron L. Head whose address is: Southeast Region, Real Estate Division - 4PEA-C, General Services Administration, 401 West Peachtree Street, NW, Suite 2500, Atlanta, Georgia 30365-2550, Telephone Number: (404) 331-7679.

Pre-award consultation with the involved tenants, the GSA Field Office staff, or any other GSA employee other than the Contracting Officer or his designated representatives is not permitted and could result in civil penalties or criminal penalties as established under the Office of Procurement Policy Act (41 USC §423, as amended).

2.3. Construction Manager (CM).

The Government may enter into a separate contract to obtain Construction Management services to support the Contracting Officer in reviewing design development documents, monitoring construction inspections and tests, ensuring adherence to contract terms, etc. The CM shall have access to all areas of the construction site, including Contractor construction office area. The CM shall also have access to all construction drawings, files, records and test reports.

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3. GENERAL ADMINISTRATION

3.1. Coordination Meetings.

The Contractor shall conduct regular monthly meetings with the Government's Contracting Officer and Construction Manager to provide project status briefings, schedule updates, and management overview of contract development. Immediately after award, "mobilization" meetings shall be conducted to review contract requirements, address scheduling, introduce staff, and resolve questions.

3.2. Design Concept Meetings.

Shortly after contract award the Government may choose to conduct meetings with the Contractor to refine proposal concept features. The purpose of the meeting is to assure attention to project requirements and to suggest ways of improving the design prior to Design Development level submissions. Government design changes which do not increase construction costs shall be made at no charge to the Government.

3.3. Use of Unit Pricing.

The Government may order unit priced work items as outlined in subparagraph 1.3 of this Part. The Contractor is not guaranteed Government projected quantities.

3.4. Progressive Occupancy.

The Government may elect to occupy space in the building prior to completion and acceptance of the space.

3.5. Contract Coordination.

The Government may enter into the following additional contracts to support Government needs not included as part of this contract. The Contractor shall provide site/project access for these Government contract activities and coordinate this contract's work to not impede their execution. The Contractor shall maintain contact with the Government to establish/monitor the status of these contracts and shall represent their development within schedules as required in paragraph 7 of this Part.

3.5.1. Construction Management.

As indicated under Roles and Responsibilities, the Government may use a contract CM to support its professional service needs. The Contractor shall expect daily contact with this CM contractor to review design and construction progress, including field inspection, witness of tests and other monitoring functions. See paragraph 2.3 of this Part.

3.5.2. Telecommunications.

The Government may provide some of its own telecommunications (voice and data) services within the building. The Government may also contract with other parties to have associated wiring and equipment installed. The Contractor shall allow work to proceed and provide clean, dry and secured storage for involved contractor(s). Refer to Volume 3 for telecommunication facility design requirements. All telecommunication spaces (including main distribution frame room and communication wire closets) must be available 60 days prior to the scheduled completion date.

3.5.3. Building Diagnostic Testing.

The Government may contract with public or private sector organizations to perform testing of building features/systems/materials in accordance the "Inspection of Construction" clause within Part 4 of Volume 2.

3.5.4. Tenant Build-out (Finishes).

The Government may develop contracts to provide tenant finishes not required under this SFO. If applied, these finish contracts will become effective after beneficial occupancy has been established.

3.5.5. Tenant Move-in.

The Government may establish contracts to move tenants into space accepted for beneficial occupancy.

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3.5.6. Tenant Special Equipment Installations.

The Government may enter into contracts to provide special tenant finishes and equipment, including installation of computer equipment, communications systems, etc. This work may precede final inspections and tests.

3.5.7. Building Operation and Maintenance.

The Government may enter into one or more contracts to operate, maintain, clean or service building features/systems/materials after beneficial occupancy has been established.

4. TENANT BUILD-OUT

4.1. General.

The Contractor shall build-out the space in order to prepare it for Government occupancy. This work must meet build-out requirements identified in Volume 3 as reflected within the design program and unit price work.

4.2. Procedure for Design.

By the Design Development Document submission, the Contractor shall provide floor plans which show all permanent enclosures and structural and permanent walls and support space such that a clear delineation will facilitate government preparation of tenant build-out.

4.2.1. Delivery of Initial Layouts by the Government.

The Government will deliver to the Contractor interior space layouts at reasonable intervals as agreed upon by the Government and Contractor, to support the CPM schedule and timely completion of the project. The space layouts will contain general partition requirements, approximate locations of telephone and electrical outlets, indications of unit price work, non-unit priced tenant finish items, and any other information necessary for the Contractor to prepare build-out working drawings and specifications.

4.2.2. Completion of Working Drawings.

Within thirty (30) weeks after the Contractor's receipt of the Government's interior space requirements, the Contractor shall prepare and deliver to the Government copies of the final working drawings, specifications, narratives, etc. in the quantities outlined in Part 2, Paragraph 3.6 of this Volume. Also provide a detailed itemized statement showing unit cost items and non-unit priced items for each floor. Final approved tenant build-out drawings shall become part of the "As-Built" drawing set as provided in subparagraph 6.5, Part 2 of this Volume. All drawings shall be established using CAD drafting as specified by subparagraph 1.4, Part 2 of this Volume.

4.2.3. Government Reviews.

Within fifteen (15) working days after receipt of Contractor's working drawings and specifications, the Government will either accept them contingent upon satisfactory negotiation of non-unit priced items, or will advise the Contractor in writing of any errors or omissions which must be corrected.

4.2.4. Corrections.

The Contractor shall promptly make all such required modifications to the working drawings and specifications and deliver same to the Government within fifteen (15) calendar days.

4.3. Agency Special Requirements.

Special tenant finishes and build-out work, if any, which is added after award will be negotiated in accordance with the changes clause (see Paragraph 2.4, Part 1, of Volume 2).

4.4. Completion of Tenant Build-Out.

After the Government reviews final working drawings and specifications and the amount for agency special requirements has been accepted, the Contractor shall proceed with due diligence to complete tenant build-out in accordance with the final approved working drawings, specifications, and schedule. The Contractor is cautioned not to proceed with tenant build-out until the Contracting Officer has approved the Contractor's build-out design: Replacement and/or relocation of inappropriate build-out work installed without the Contracting Officer's approval will be at the Contractor's expense.

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5. CONTRACTOR'S STAFF

5.1. Personnel Qualifications.

The Contractor shall exclusively utilize the Team Members named in the proposal to perform identified services. Team Members are identified in Part 2, Volume 4. In the event that any personnel named in the technical proposal are unable to perform their duties due to death, illness, resignation from the Contractor's employ, the CO's request for removal, or similar reasons, the Contractor shall promptly submit to the CO, in writing, the name and qualifications of a proposed replacement with equal or superior qualifications. No substitution shall be made without prior approval of the CO. Any approved substitutions shall be made at no increase in contract price.

5.2. Qualifications Acceptance.

5.2.1. Acceptance.

The CO shall accept or reject personnel proposed by the contractor. The Contractor shall make a timely and prompt re-submittal to provide other personnel required to replace any that are rejected by the CO, both at initial submittal or any subsequent rejection or substitution of personnel.

5.2.2. Removal.

The CO shall have the right to effect removal of any Contractor employee from the job site at any time during the duration of the contract if that employee is deemed to not be of the level of competence or ability required under the contract, or if said employee is for any other reason found to be unsuitable for the work. In such case, the Contractor shall promptly submit the name and qualifications of a replacement.

5.2.3. Further Documentation.

The Contractor shall provide further evidence or documentation of ability/suitability for the intended position if requested by the CO. At the CO's discretion, this may include submission of a detailed resume, work examples or evidence, oral interview, testing, or other appropriate means.

5.3. Failure to Provide Qualified Personnel.

Repeated failure or excessive delay by the Contractor to provide qualified personnel that meet project requirements and are acceptable to the Government may be deemed sufficient reason by the CO to terminate work as provided in the Termination for Default clause as set forth in Part 1, Volume 2.

6. RECORD DOCUMENTS

6.1. Record Drawings.

The Contractor shall maintain record drawings of all changes/deviations from the original design. The record drawings shall be secured/protected in a fire-resistant metal container or fire-rated cabinet whenever they are not being updated or used. A hard copy reproducible print of all changed drawings shall be made at least every two (2) months using the CAD drafting system which produced the original design drawings. The Contractor shall use the following mediums in which to maintain record drawings at the site.

6.1.1. Manual System.

The Contractor shall maintain two (2) copies of Record Drawings, representing a clean marked-up version of black or blue line design drawings, reflecting change orders and actual installations/conditions. Notations on record drawings shall be made in erasable red pencil or other color to correspond to different changes or categories of work. Marked-up drawings shall always be maintained at the Contractor's construction office, available for the Government and/or CM to review. Record drawings shall note related change order designations (numbers) on impacted work. When shop drawings indicate significant variations over design drawings, shop drawings may be incorporated as part of Record Drawings.

6.1.2. CAD Based System.

In addition to the above manual record drawing requirements, the Contractor may provide all record notations on a CAD system, compatible with that which produced the original design drawings. The Contractor shall maintain two (2) back-up disc copies of all changes.

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6.2. Record Specifications.

Maintain two copies of the project's design specifications updated to include all Government approved deviations and contract changes. Specification updates shall reference related record drawings and product data, where applicable.

6.3. Shop Drawings/Product Data.

Maintain two (2)copies of all reviewed shop drawings, product/catalog data including required product certification, and laboratory test reports. Shop drawing and product data updates shall reference related change orders and associated record drawings and specifications. Upon construction completion, both copies of Shop Drawings/Product Data will be turned over to the Government.

6.4. Warranties and Guarantees.

Submit specific warranties and guarantees, final certifications and similar documents to the Contracting Officer at the time of acceptance/substantial completion.

7. SCHEDULING

7.1. Milestones.

Within 30 calendar days after contract award, the Contractor shall submit to the CO a revised schedule giving the dates on which the various phases of design and construction will be started and completed. The schedule is to include timing for completion of Design and Construction milestones, including but not limited to, (1) submittal of Design Development documents, (2) submittal of Intermediate documents, (3) submission of Final documents, (4) start of all construction phases, (5) completion of construction phases, (6) design/construction start of tenant build-out, and (7) total construction completion. Following a ten (10) calendar day Government review, the finalized schedule is to be submitted 60 calendar days after award. After this period, schedule updates shall match those for delivery of the QCP, referenced in Part 2 of this Volume.

7.2. Timelines.

With each schedule update, the Contractor shall provide a critical path method (CPM) or timeline graphic representation of delivery actions, sourced from an MSDOS IBM compatible management/scheduling program. The level of representation shall detail event sequences for each design/construction phase, sub-contractor work, building component delivery (foundation, superstructure, HVAC system, Power, Lighting, Flooring), tenant build-out, and project related Government contracts.

End of Volume 1, Part 3

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LEASE-CONSTRUCT

SOLICITATION FOR OFFERS

for the

NEW U. S. COURTHOUSE

Pensacola, Florida

VOLUME 2

CONTRACT CLAUSES

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VOLUME 2 - CONTRACT CLAUSES: Part 1 - General Clauses

1. DEFINITIONS

1.1 552.270-10 - Definitions (Aug 1992). The following terms and phrases (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of this lease shall have the respective meanings hereinafter specified:

(a) "Commencement Date" means the first day of the term.

(b) "Contract" and "Contractor" means "Lease" and "Lessor," respectively.

(c) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(d) "Delivery Date" means the date specified in or determined pursuant to the provisions of this lease for delivery of the premises to the Government, improved in accordance with the provisions of this lease and substantially complete, as such date may be modified in accordance with the provisions of this lease.

(e) "Delivery Time" means the number of days provided by this lease for delivery of the premises to the Government, as such number may be modified in accordance with the provisions of this lease.

(f) "Excusable Delays" mean delays arising without the fault or negligence of Lessor and Lessor's subcontractors and suppliers at any tier, and shall include, without limitation, (1) acts of God or of the public enemy, (2) acts of the United States of America in either its sovereign or contractual capacity, (3) acts of another contractor in the performance of a contract with the Government, (4) fires, (5) floods, (6) epidemics, (7) quarantine restrictions, (8) strikes, (9) freight embargoes, (10) unusually severe weather, or (11) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Lessor and any such subcontractor or supplier.

(g) "Lessor" means the sub-lessor if this lease is a sublease.

(h) "Lessor shall provide" means the Lessor shall furnish and install at Lessor's expense.

(i) "Notice" means written notice sent by certified or registered mail, Express Mail or comparable service, or delivered by hand. Notice shall be effective on the date delivery is accepted or refused.

(j) "Premises" means the space described on the Standard Form 2, U.S. Government Lease for Real Property, of this lease.

(k) "Substantially complete" and "substantial completion" means that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment.

(l) "Work" means all alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the premises by the Government as specified in this lease.

2. GENERAL

2.1 552.270-11 - Subletting and Assignment (Aug 1992). The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease only for the purpose of the operation of a U. S. Courthouse and for other Governmental offices, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

2.2 552.270-18 - Successors Bound (Aug 1992). This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

2.3 552.270-34 - Subordination, Nondisturbance, and Attornment (Aug 1992).

(a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate nondisturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

(c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

2.4 552.270-35 - Statement of Lease (Aug 1992).

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable prepurchase and precommitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

2.5 552.270-36 - Substitution of Tenant Agency (Aug 1992). The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

2.6 552.270-37 - No Waiver (Aug 1992). No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

2.7 552.270-38 - Integrated Agreement (Aug 1992). This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease.

2.8 552.270-39 - Mutuality of Obligation (Aug 1992). The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

3. PERFORMANCE

3.1 552.270-27 - Delivery and Condition (Aug 1992).

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The Government reserves the right to determine when the space is substantially complete.

(b) If the premises do not in every respect comply with the provisions of this lease the Contracting Officer may, in accordance with the Failure in Performance clause of this lease, elect to reduce the rent payments.

3.2 552.270-28 - Default in Delivery - Time Extensions (Jun 1994).

(a) With respect to Lessor's obligation to deliver the premises substantially complete by the delivery date (as such date may be modified pursuant to this lease), time is of the essence. If the Lessor fails to prosecute the work with the diligence that will insure its substantial completion by the delivery date or fails to substantially complete the work by such date, the Government may by notice to the Lessor terminate this lease, which termination shall be effective when received by Lessor. The Lessor and the Lessor's sureties, if any, shall be jointly and severally liable for any damages to the Government resulting from such termination, as provided in this clause. The Government shall be entitled to the following damages:

(1) The Government's aggregate rent and estimated real estate tax and operating cost adjustments for the firm term and all option terms of its replacement lease or leases, in excess of the aggregate rent and estimated real estate tax and operating cost adjustments for the term; provided, if the Government procures replacement premises for a term (including all option terms) in excess of the term, the Lessor shall not be liable for excess Government rent or adjustments during such excess part of such term;

(2) All administrative and other costs borne by the Government in procuring a replacement lease or leases;

(3) Such other, additional relief as may be provided for in this lease, at law or in equity.

(4) Damages to which the Government may be entitled under this clause shall be due and payable thirty (30) days next following the date Lessor receives notice from the Contracting Officer specifying such damages.

(b) Delivery by Lessor of less than the minimum occupiable square footage required by this lease shall in no event be construed as substantial completion, except as permitted by the Contracting Officer.

(c) Notwithstanding paragraph (a) of this clause, this lease shall not be terminated under this clause nor the Lessor charged with damages under this clause, if (1) the delay in substantially completing the work arises from excusable delays and (2) the Lessor within 10 days from the beginning of any such delay (unless extended in writing by the Contracting Officer) provides notice to the Contracting Officer of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If the facts warrant such action, the delivery date shall be extended, by the Contracting Officer, to the extent of such delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.

3.3 552.270-30 - Progressive Occupancy (Aug 1992). The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

3.4 552.270-32 - Effect of Acceptance and Occupancy (Aug 1992). Neither the Government's acceptance of the premises for occupancy, nor the Government's occupancy thereof, shall be construed as a waiver of any requirement of or right of the Government under this Lease, or as otherwise prejudicing the Government with respect to any such requirement or right.

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3.5 552.270-13 - Fire and Casualty Damage (Aug 1992). If the entire premises are destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenantable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within 15 calendar days of the fire or other casualty; if so terminated, no rent will accrue to the Lessor after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage. Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

3.6 552.270-15 - Compliance with Applicable Law (Aug 1992). Lessor shall comply with all Federal, state and local laws applicable to the Lessor as owner or lessor, or both, of the building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. The Government will comply with all Federal state and local laws applicable to and enforceable against it as a tenant under this lease; provided that nothing in this lease shall be construed as a waiver of any sovereign immunity of the Government. This lease shall be governed by Federal law.

3.7 552.270-19 - Alterations (Jun 1985). The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

3.8 Acceptance of Space (Jun 1994).

(a) When the Lessor has completed all alterations, improvements, and repairs necessary to meet the requirements of the lease, the Lessor shall notify the Contracting Officer. The Contracting Officer or designated representative shall promptly inspect the space.

(b) The Government will accept the space and the lease term will begin after determining that the space is substantially complete and contains the required occupiable square footage as indicated in the paragraph of this solicitation entitled "Program Requirements."

3.9 52.212-12 - Suspension of Work (Apr 1984).

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

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

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

3.10 552.212-74 - Noncompliance with Contract Requirements (Apr 1984). 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.

3.11 52.249-10 - Default (Fixed-Price Construction) (Apr 1984).

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if -

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God or of the public enemy, (ii) acts of the Government in either its sovereign or contractual capacity, (iii) acts of another Contractor in the performance of a contract with the Government, (iv) fires, (v) floods, (vi) epidemics, (viii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrants such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

(d) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

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4. INSPECTION

4.1 552.270-16 - Inspection - Right of Entry (Aug 1992).

(a) At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), after acceptance thereof and during the term, the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror or Lessor, enter upon the offered premises or the premises, and all other areas of the building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror or Lessor with the requirements of the solicitation or this lease, which purposes shall include, but not be limited to: (1) inspecting, sampling and analyzing of suspected asbestos-containing materials and air monitoring for asbestos fibers; (2) inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered premises or the premises; (3) inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances; and (4) inspecting for any current or past hazardous waste operations, to ensure that appropriate mitigative actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State and local law.

(b) Nothing in this clause shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this clause is to promote the ease with which the Government may inspect the building. Nothing in this clause shall act to relieve the Lessor of any duty to inspect or liability which might arise as a result of Lessor's failure to inspect for or correct a hazardous condition.

5. PAYMENT

5.1 552.232-71 - Prompt Payment (Apr 1989). The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) Payment due date.

(1) Rental payments. Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) Other payments. The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) Invoice and inspection requirements for payments other than rent.

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order.)

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within 7 days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the 7-day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the 7 days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) Interest Penalty.

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than $1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

5.2 552.232-73 - Electronic Funds Transfer Payment (Aug 1992).

(a) Payments under this lease will be made by the Government either by check or electronic funds transfer (EFT). If the Lessor elects to receive payment by EFT, after award, but no later than 30 days before the first payment, the Lessor shall designate a financial institution for receipt of EFT payments, and shall submit this designation to the Contracting Officer or other Government official, as directed.

(b) For payment by EFT, the Lessor shall provide the following information:

(1) The American Bankers Association 9-digit identifying number for wire transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.

(2) Number of account to which funds are to be deposited.

(3) Type of depositor account ("C" for checking, "S" for savings).

(4) If the Lessor is a new enrollee to the EFT system, a "Payment Information Form," SF 3881, must be completed before payment can be processed.

(c) In the event the Lessor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using EFT procedures, notification of such change and the required information specified above must be received by the appropriate Government official no later than 30 days prior to the date such change is to become effective.

(d) The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Lessor or an authorized representative designated by the Lessor, as well as the Lessor's name and lease number.

(e) Lessor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

5.3 552.232-72 - Invoice Requirements (Variation) (Apr 1989).

(This clause applies to payments other than rent.)

(a) Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this contract or purchase/delivery order.

(b) Invoices must include the Accounting Control Transaction (ACT) number provided below or on the purchase/delivery order.

ACT Number (to be supplied on individual orders)

(c) If information or documentation in addition to that required by the Prompt Payment clause of this contract is required in connection with an invoice for a particular order, the order will indicate what information or documentation must be submitted.

5.4 52.232-23 - Assignment of Claims (Jan 1986).

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15 thereafter referred to as the "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

5.5 Payment (Jun 1994).

(a) When space is offered and accepted, the occupiable square footage delivered will be confirmed by:

(1) the Government's measurement of plans submitted by the successful offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or

(2) a mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

(b) Payment will not be made for space which is in excess of the amount of occupiable square footage stated in the lease.

(c) If it is determined that the amount of occupiable square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of occupiable space delivered and the annual rental will be adjusted as follows:

Occupiable square feet not delivered multiplied by the occupiable square foot (OSF) rate equals the reduction in annual rent. The rate per occupiable square foot is determined by dividing the total annual rental by the occupiable square footage set forth in the lease.

OSF Not Delivered X Rate per OSF = Reduction in Annual Rent.

6. STANDARDS OF CONDUCT

6.1 52.203-1 - Officials not to Benefit (Apr 1984). No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

6.2 552.203-5 - Covenant Against Contingent Fees (Feb 1990).

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

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6.3 52.203-7 - Anti-Kickback Procedures (Oct 1988).

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from:

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)

(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract, the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In the either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract.

6.4 52.203-9 - Requirement for Certificate of Procurement Integrity - Modification (Nov 1990).

(a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.

(b) The contractor agrees that it will execute the certification set forth in paragraph (c) of this clause, when requested by the Contracting Officer in connection with the execution of any modification of this contract.

(c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification:

(SAMPLE - DO NOT COMPLETE OR SIGN THIS CERTIFICATE. THE CONTRACTING OFFICER WILL SPECIFICALLY REQUEST IT WHEN NEEDED.)

CERTIFICATE OF PROCUREMENT INTEGRITY - MODIFICATION (NOV 1990)

(1) I, [Name of certifier], am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423) (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (contract and modification number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief each officer, employee, agent, representative, and consultant of [Name of Offeror] who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity-Modification (Continuation Sheet), ENTER "NONE" IF NONE EXISTS)

_____

_____

_____

[signature of the officer or employee responsible for the modification proposal and date]

_____

[typed name of the officer or employee responsible for the modification proposal]

*Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of sample certification)

(d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the Contractor. If a Contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.

(e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

6.5 52.203-3 - Gratuities.

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative-

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled-

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by agency head or a designee. (This sub-paragraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

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

6.6 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions (Jan 1990).

(a) *Definitions.*

Agency, as used in this clause, means executive agency as defined in 2.101.

Covered Federal action, as used in this clause, means any of the following Federal actions:

(a) The awarding of any Federal contract.

(b) The making of any Federal grant.

(c) The making of any Federal loan.

(d) The entering into of any cooperative agreement.

(e) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement,

Indian tribe and tribal organization, as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

Influencing or attempting to influence, as used in this clause, means making with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress in connection with any covered Federal action.

Local government, as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentally of a local government.

Officer or employee of an agency, as used in this clause, includes the following individuals who are employed by an agency:

(a) An individual who is appointed to a position in the Government under 5 USC, including a position under a temporary appointment.

(b) A member of the uniformed services, as defined in 37 USC §101(3).

(c) A special Government employee, as defined in 18 USC §202.

(d) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, 5, USC, Appendix 2.

Person, as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any expenditures specifically permitted by other Federal law.

Reasonable compensation, a used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

Reasonable payment, as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

Recipient, as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

Regularly employed, as used in this clause, means, with respect to an officer or employee of a person requesting or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

State, as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) *Prohibitions.*

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal action:

The awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for, influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) *Agency and legislative liaison by own employees.*

(A) The prohibition on the use of appropriated funds. In subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action-

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action.

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub.L.95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) *Professional and technical services.*

(A) The prohibition on the use of appropriated funds. In subparagraph (b)(1) of this clause, does not apply in the case of-

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid proposal or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, professional and technical services shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting or a legal document accompanying a bid or proposal by a lawyer is allowable.

Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A) (1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(A) SHALL NOT APPLY WITH RESPECT TO PAYMENTS OF REASONABLE COMPENSATION MADE TO REGULARLY EMPLOYED OFFICERS OR EMPLOYEES OF A PERSON.

(c) *Disclosure.*

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action) which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the reported includes--

(i) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action;

(iii) A change in the officer(s), employees (s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or received any subcontract exceeding $100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) *Agreement.* The Contractor agrees not to make any payment prohibited by this clause.

(e) *Penalties.*

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of t his clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. A imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any cost which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

7. ADJUSTMENTS

7.1 552.203-73 - Price Adjustment for Illegal or Improper Activity (Sep 1990).

(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may--

(1) Reduce the monthly rental under this lease by 5 percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover 5 percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by 5 percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis therefor. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

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7.2 52.215-22 - Price Reduction for Defective Cost or Pricing Data (Jan 1991).

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) Any reduction in the contract price under paragraph (a) above due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost pricing data.

(c)

(1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)

(i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the date of agreement on the price of the contract (or price of the modification) and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data was known by the Contractor to be understated when the Certificate or Current Cost or Pricing Data was signed; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the date of agreement on price.

(d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) For Department of Defense contracts only, a penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data which were incomplete, inaccurate, or noncurrent.

7.3 552.270-20 - Proposals for Adjustment (Aug 1992).

(a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.

(b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds $25,000. The proposal, including all subcontractor work, will contain at least the following details--

(1) Material quantities and unit costs;

(2) Labor costs (identified with specific item or material to be placed or operation to be performed;

(3) Equipment costs;

(4) Worker's compensation and public liability insurance;

(5) Overhead;

(6) Profit; and

(7) Employment taxes under FICA and FUTA.

(c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding $100,000 in cost--

(1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.804-2);

(2) The Lessor's representative, all contractors, and subcontractors whose portion of the work exceeds $100,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.804-4); and

(3) The agreement for "Price Reduction for Defective Cost or Pricing Data" must be signed and returned (48 CFR 15.804-8).

(d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

7.4 552.270-21 - Changes (Jun 1994).

(a) The Contracting Officer may at any time, by written order, make changes within the general scope of this lease in any one or more of the following:

(1) Specifications (including drawings and designs);

(2) Work or services; or

(3) Facilities or space layout.

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(b) If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Contracting Officer shall modify this lease to provide for one or more of the following:

(1) A modification of the delivery date;

(2) An equitable adjustment in the rental rate;

(3) A lump sum equitable adjustment; or

(4) An equitable adjustment of the annual operating costs per occupiable square foot specified in this lease.

(c) The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the lessor from proceeding with the change as directed.

(d) Absent such written change order, the Government shall not be liable to Lessor under this clause.

8. AUDITS

8.1 52.215-1 - Examination of Records by Comptroller General (Apr 1984).

(a) This clause applies if this contract exceeds $10,000 and was entered into by negotiation.

(b) The Comptroller General of the United States or a duly authorized representative from the General Accounting Office shall, until 3 years after final payment under this contract or for any shorter period specified in Federal Acquisition Regulation (FAR) Subpart 4.7, Contractor Records Retention, have access to and the right to examine any of the Contractor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

(c) The Contractor agrees to include in first-tier subcontracts under this contract a clause to the effect that the Comptroller General or a duly authorized representative from the General Accounting Office shall, until 3 years after final payment under the subcontract or for any shorter period specified in FAR Subpart 4.7, have access to and the right to examine any of the subcontractor's directly pertinent books, documents, paper, or other records involving transactions related to the subcontract. "Subcontract," as used in this clause, excludes (1) purchase orders not exceeding $10,000 and (2) subcontracts or purchase orders for public utility services at rates established to apply uniformly to the public, plus any applicable reasonable connection charge.

(d) The periods of access and examination in paragraphs (b) and (c) above for records relating to (1) appeals under the Disputes clause, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Comptroller General or a duly authorized representative from the General Accounting Office has taken exception shall continue until such appeals, litigation, claims, or exceptions are disposed of.

8.2 552.215-70 - Examination of Records by GSA (Apr 1984). The Contractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding $10,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

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9. DISPUTES

9.1 52.233-1 - Disputes (Dec 1991).

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 USC 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $50,000 is not a claim under the Act until certified as required by subparagraph (d)(2) below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)

(1) A claim by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) For Contractor claims exceeding $50,000, the Contractor shall submit with the claim a certification that--

(i) The claim is made in good faith;

(ii) Supporting data are accurate and complete to the best of the Contractor's knowledge and belief; and

(iii) The amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable.

(3)

(i) If the Contractor is an individual, the certification shall be executed by that individual.

(ii) If the Contractor is not an individual, the certification shall be executed by--

(A) A senior company official in charge at the Contractor's plant or location involved; or

(B) An officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

(e) For Contractor claims of $50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor certified claims over $50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) At the time a claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certification described in paragraph (d)(2) of this clause, and executed in accordance with paragraph (d)(3) of this clause.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

9.2 52.233-3 - Protest After Award (Aug 1989).

(a) Upon receipt of a notice of protest (as defined in 33.101 of the FAR) the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the ordering the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

10. ENVIRONMENTAL PROTECTION

10.1 552.270-40 - Asbestos and Hazardous Waste Management (Aug 1992). The certifications made by the Offeror regarding asbestos and hazardous waste management contained in the representation and certification provisions of this lease are material representations of fact upon which the Government relies when making award. If it is later determined that the presence or management of asbestos and/or hazardous waste has been misrepresented, the Government reserves the right to require the Lessor, at no cost to the Government, to abate (remove, encapsulate, enclose, or repair) such asbestos and/or mitigate hazardous waste conditions, with such work performed in accordance with Federal (e.g., EPA, OSHA, and DOT), State, and local regulations and guidance, or, alternatively, the Government may terminate the lease. This is in addition to other remedies available to the Government.

10.2 Indoor Air Quality (Sep 1991).

(a) The Lessor shall control contaminants at the source and/or operate the space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO_2), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas are as follows: CO - 9 parts per million (PPM) time weighted average (TWA - 8-hour sample); CO_2 - 1000 PPM (TWA); HCHP - 0.1 PPM (TWA).

(b) The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement controls including alteration of building operating procedures (e.g., adjusting air intakes, adjusting air distribution, cleaning and maintaining HVAC, etc.).

(c) The Government reserves the right to conduct independent IAQ assessments and detailed studies in space it occupies, as well as in space serving the Government leased space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by making available information on building operations and Lessor activities, and providing access to space for assessment and testing, if required, and implement corrective measures required by the Contracting Officer.

(d) The Government is responsible for addressing IAQ problems resulting from its own activities.

10.3 Radon Measurement and Corrective Action (Jun 1994).

(a) Radon levels in space leased to the Government shall not equal or exceed the Environmental Protection Agency (EPA) action level for homes of 4 picocuries per liter (pCi/l).

(b) The successful offeror (Lessor), by responding to this solicitation, agrees upon award of this lease, to measure the premises for radon and mitigate radon levels which equal or exceed 4 picocuries per liter (pCi/1). The portion of the space proposed for lease to the Government that is in ground contact or closest to the ground up to and including the second floor (e.g., if space offered is on the third floor and/or above, no measurements are required) shall be measured by the Lessor for radon and the results certified on a form to be provided by the Contracting Officer upon award (see GSA Form 3516, Solicitation Provisions). Radon detectors shall be placed throughout the required area to ensure each detector covers no more than 2,000 square feet of occupiable space. Radon must be measured:

(1) for a minimum of 90 days using either Alpha Track Detectors or Electret Ion Chambers, herein called the "Standard Test." The Lessor shall submit the certification within 30 days after the test is completed, but not later than 150 days after award, unless the Contracting Officer decides that there is not enough time for the Standard Test, in which case,

(2) the lessor shall measure Alpha Track Detectors for a minimum period of 2 to 4 weeks or Charcoal Canisters or Electret Ion Chambers for a period of 2 to 3 days, herein called the "Short Test," as decided by the Contracting Officer. The Lessor shall begin the Short Test not later than 1 week after award and submit the certification not later than 7 days after the completion of the measurements. Follow-up measurements using the Standard Test, shall be completed according to the time frames in (b)(1) above.

(c) If the space offered for lease to the Government is in a building under construction or proposed for construction, the Lessor shall perform, if possible, the Standard Test for radon before or during buildout and submit the required certification to the Contracting Officer within 30 days after the test is completed, but before Government occupancy of the space. If it is not possible to complete the Standard Test before, or during buildout, the Short Test shall be completed before occupancy and the radon certification submitted not later than 7 days after completion. In addition, the Standard Test shall be completed not later than 150 days after occupancy and the radon certification shall be submitted within 30 days after completion.

(d) If measurements, as required by this paragraph, reveal radon levels at or above 4 pCi/l, the Lessor shall develop a plan of corrective action. The Lessor shall carry out the plan before the occupancy by the Government. If the Lessor's measurements taken after Government occupancy reveal radon levels at or above 4 pCi/l, the Lessor shall develop and carry out a plan of corrective action according to (e) below, to include follow-up measurements using the Standard Test after the corrective action is completed. If the Lessor fails to exercise due to diligence, or is otherwise unable to correct excessive radon levels, the Government, at its sole discretion, may terminate the lease.

(e) The Government reserves the right to measure radon in the space it leases at any time during the term of the lease. If radon at or above 4 pCi/l is detected, the Lessor shall promptly initiate corrective action to reduce the level to below 4 pCi/l. If radon at or above 200 pCi/l is detected, the Lessor shall restrict the use of the area and provide comparable temporary space, as agreed by the Government, for the tenants until the corrective action is completed. Follow-up measurements using the Standard Test shall be conducted by the Lessor to assess the effectiveness of the corrective action. All corrective action, tenant relocation, and follow-up measurement shall be provided by the Lessor at no additional cost to the Government. The Lessor shall provide the Government with prior written notice of any proposed corrective action or tenant relocation.

(f) All laboratory detector analyses shall be performed by a laboratory successfully participating in the EPA-sponsored radon measurement proficiency program. Actual radon measurements from the testing laboratory must also be submitted for each detector used in support of the certification.

11. LABOR STANDARDS

11.1 52.222-26 - Equal Opportunity (Apr 1984).

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(2) The Contractor shall take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.

(8) The Contractor shall permit access to its books, records, and accounts by the contracting agency or the Office of Federal Contract Compliance Programs (OFCCP) for the purpose of investigation to ascertain the Contractor's compliance with the applicable rules, regulations, and orders.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

11.2 52.222-35 - Affirmative Action for Special Disabled and Vietnam Era Veterans (Apr 1984).

(a) Definitions.

"Appropriate office of the State employment service system," as used in this clause, means the local office of the Federal-State national system of public employment offices assigned to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

"Openings that the Contractor proposes to fill from within its own organization," as used in this clause, means employment openings for which no one outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) will be considered and includes any openings that the Contractor proposes to fill from regularly establish "recall" lists.

"Opening that the Contractor proposes to fill under a customary and traditional employer-union hiring arrangement," as used in this clause, means employment openings that the Contractor proposes to fill from union halls, under their customary and traditional employer-union hiring relationship.

"Suitable employment openings," as used in this clause--

(1) Includes, but is not limited to, openings that occur in jobs categorized as--

(i) Production and nonproduction;

(ii) Plant and office;

(iii) Laborers and mechanics;

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(iv) Supervisory and nonsupervisory;

(v) Technical; and

(vi) Executive, administrative, and professional positions compensated on a salary basis of less than $25,000 a year; and

(2) Includes full-time employment, temporary employment of over 3 days, and part-time employment, but not openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement, nor openings in an educational institution that are restricted to students of that institution.

(b) General.

(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a special disabled or Vietnam era veteran. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled and Vietnam era veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Employment;

(ii) Upgrading;

(iii) Demotion or transfer;

(iv) Recruitment;

(v) Advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings.

(1) The Contractor agrees to list all suitable employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of $10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service.

(3) The listing of suitable employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(5) Under the most compelling circumstances, an employment opening may not be suitable for listing, including situations when (i) the Government's needs cannot reasonably be supplied, (ii) listing would be contrary to National security, or (iii) the requirement of listing would not be in the Government's interest.

(d) Applicability.

(1) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 states, the District of Columbia, Puerto Rico, Guam, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

(2) The terms of paragraph (c) above of this clause do not apply to openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.

(e) Postings.

(1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified special disabled and Vietnam era veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

11.3 52.222-36 - Affirmative Action for Handicapped Workers (Apr 1984).

(a) General.

(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental handicap. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as--

(i) Employment;
(ii) Upgrading;
(iii) Demotion or transfer;

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(iv) Recruitment;

(v) Advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 USC 793) (the Act), as amended.

(b) Postings.

(1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped individuals and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified physically and mentally handicapped individuals.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $2,500 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

11.4 52.222-37 - Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (Jan 1988).

(a) The Contractor shall report at least annually, as required by the Secretary of Labor, on:

(1) The number of special disabled veterans and the number of veterans of the Vietnam era in the work force of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than March 31 of each year beginning March 31, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1 of the year the report is due, or (2) as of December 31, if the Contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 2012(d) shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 2012 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment, and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 2012.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

12. SUBCONTRACTING

12.1 52.209-6 - Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jun 1991).

(a) The Government suspends or debars Contractors to protect the Government's interests. Contractors shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that has been debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended or proposed for debarment (See FAR 9.404 for information on the List of Parties Excluded from Procurement Programs). The notice must include the following:

(1) The name of the subcontractor,

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Procurement Programs;

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Procurement Programs;

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

12.2 52.215-24 - Subcontractor Cost or Pricing Data (Dec 1991).

(a) Before awarding any subcontract expected to exceed $100,000, or for the Department of Defense, the National Aeronautics and Space Administration and the Coast Guard, expected to exceed $500,000, when entered into, or before pricing any subcontract modification involving a pricing adjustment expected to exceed $100,000, or for the Department of Defense, the National Aeronautics and Space Administration and the Coast Guard, expected to exceed $500,000, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless the price is--

(1) Based on adequate price competition;

(2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) Set by law or regulation.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in subsection 15.804-4 of the Federal Acquisition Regulation (FAR) that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds $100,000, or for the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, expected to exceed $500,000, when entered into, the Contractor shall insert either--

(1) The substance of this clause, including this paragraph (c), if paragraph (a) above requires submission of cost or pricing data for the subcontract; or

(2) The substance of the clause at FAR 52.215-25, Subcontractor Cost or Pricing Data--Modifications.

12.3 52.219-8 - Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (Feb 1990).

(a) It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) As used in this contract, the term "small business concern" shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern (1) which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 per centum of the stock of which is unconditionally owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more of such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124. The Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to section 8(a) of the Small Business Act. The Contractor shall presume that socially and economically disadvantaged entities also include Indian Tribes and Native Hawaiian Organizations.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as either a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.

12.4 552.219-9 Small Business Subcontracting Plan (Jun 1994) (Deviation FAR 52.219-9).

This clause does not apply to small business concerns.

(a) "Commercial product," as used in this clause, means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product which, in the opinion of the Contracting Officer, differs only insignificantly from the Contractor's commercial product.

(b) "Subcontract," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, which separately addresses subcontracting with small business concerns, with small disadvantaged business concerns, and with women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business concerns, with small disadvantaged business concerns, and with women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business concerns, small disadvantaged business concerns and, if an individual contract plan is involved, women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(iv) Total dollars planned to be subcontracted to women-owned small business concerns, if an individual contract plan is involved.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to (i) small business concerns, (ii) small disadvantaged business concerns, and (iii) women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in (1) above.

(5) A description of the method used to identify potential sources for solicitation purposes

(e.g., existing company source lists, the Procurement Automated Source System (PASS) of the Small Business Administration, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, small disadvantaged, and women-owned small business concerns trade associations).

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(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with (i) small business concerns, (ii) small disadvantaged business concerns, and if an individual contract plan is involved, (iii) women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business concerns, small disadvantaged business concerns, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause in this contract entitled Utilization of Small Business Concerns and Small Disadvantaged Business Concerns in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) who receive subcontracts in excess of $500,000 ($1,000,000 for construction of any public facility), to adopt a plan similar to the plan agreed to by the offeror.

(10) Assurances that the offeror will (i) cooperate in any studies or surveys as may be required, (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan, (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms, and (iv) ensure that its subcontractors agree to submit Standard Forms 294 and 295.

(11) A recitation of the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of its efforts to locate small, small disadvantaged, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists, guides, and other data that identify small, small disadvantaged, or women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small, small disadvantaged, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than $100,000, indicating (A) whether small business concerns were solicited and if not, why not, (B) whether small disadvantaged business concerns were solicited and if not, why not, (C) whether women-owned small business concerns were solicited and if not, why not, and (D) if applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact (A) trade associations, (B) business development organizations, and (C) conferences and trade fairs to locate small, small disadvantaged, and women-owned small business sources.

(v) Records of internal guidance and encouragement provided to buyers through (A) workshops, seminars, training, etc., and (B) monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having company or division-wide annual plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

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(1) Assist small, small disadvantaged, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small, small disadvantaged, and women-owned small business subcontractors are excessively long, reasonable efforts shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions

(3) Counsel and discuss subcontracting opportunities with representatives of small, small disadvantaged, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small business or small disadvantaged business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master subcontracting plan on a plant or division-wide basis which contains all the elements required by (d) above, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided, (1) the master plan has been approved, (2) the offeror provides copies of the approved master plan and evidence of its approval to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g)

(1) If a commercial product is offered, the subcontracting plan required by this clause may relate to the offeror's production generally, for both commercial and noncommercial products, rather than solely to the Government contract. In these cases, the offeror shall, with the concurrence of the Contracting Officer, submit one company-wide or division-wide annual plan.

(2) The annual plan shall be reviewed for approval by the agency awarding the offeror its first prime contract requiring a subcontracting plan during the fiscal year, or by an agency satisfactory to the Contracting Officer.

(3) The approved plan shall remain in effect during the offeror's fiscal year for all of the offeror's commercial products.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled Utilization of Small Business Concerns and Small Disadvantaged Business Concerns, or (2) an approved plan required by this clause, shall be a material breach of the contract.

12.5 552.219-16 Liquidated Damages--Small Business Subcontracting Plan (Jun 1994) (Deviation FAR 52.219-16).

(a) "Failure to make a good faith effort to comply with the subcontracting plan," as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled Small Business Subcontracting Plan, or willful or intentional action to frustrate the plan.

(b) If, at contract completion, or in the case of a commercial products plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled Small Business Subcontracting Plan, the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply, shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontracting goal for small business and/or small disadvantaged business or, in the case of a commercial products plan, that portion of the dollar amount allocable to Government contracts by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial products plans; i.e., company-wide or division-wide subcontracting plans approved under paragraph (g) of the clause in this contract entitled Small Business Subcontracting Plan, the Contracting Officer of the agency that originally approved the plan will exercise the functions of the Contracting Officer under this clause on behalf of all agencies that awarded contracts covered by that commercial products plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

12.6 52.219-13 - Utilization of Women-Owned Small Businesses (Aug 1986).

(a) "Women-owned small businesses," as used in this clause, means businesses that are at least 51 percent owned by women who are United States citizens and who also control and operate the business.

"Control," as used in this clause, means exercising the power to make policy decisions.

"Operate," as used in this clause, means being actively involved in the day-to-day management of the business.

"Small business concern," as used in this clause, means a concern including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) It is the policy of the United States that women-owned small businesses shall have the maximum practicable opportunity to participate in performing contracts awarded by any Federal agency.

(c) The Contractor agrees to use its best efforts to give women-owned small businesses the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with the efficient performance of its contract.

(d) The Contractor may rely on written representations by its subcontractors regarding their status as women-owned small businesses.

End of Volume 2, Part 1

VOLUME 2 - CONTRACT CLAUSES: Part 2 - Design Clauses

1. DESIGN CLAUSES

1.1 52.236-23 - Responsibility of the Architect-Engineer Contractor (Apr 1984).

(a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

(b) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of the services furnished under this contract.

(c) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

(d) If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

1.2 52.236-24 - Work Oversight in Architect-Engineer Contract (Apr 1984). The extent and character of the work to be done by the Contractor shall be subject to the general oversight, supervision, direction, control, and approval of the Contracting Officer.

1.3 52.236-25 - Requirements for Registration of Designers (Apr 1984). The design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work shall be accomplished or reviewed and approved by architects or engineers registered to practice in the particular professional field involved in a State or possession of the United States, in Puerto Rico, or in the District of Columbia.

End of Volume 2, Part 2

VOLUME 2 - CONTRACT CLAUSES: Part 3 - Design and Construction Clauses

1. DESIGN AND CONSTRUCTION CLAUSES

1.1 52.212-3 - Commencement Prosecution, and Completion of Work (April 1984). The Contractor shall be required to (a) commence work under this contract within the time limits prescribed in the Solicitation for Offers (SFO), (b) prosecute the work diligently, and (c) complete the entire work ready for use as prescribed in the SFO. The time state for completion shall include final cleanup of the premises.

1.2 552.270-23 - Liquidated Damages. In case of failure on the part of the Lessor to complete the work within the time fixed in the lease contract or letter of award, the Lessor shall pay the Government as fixed and agreed liquidated damages, pursuant to this clause, the sum of $2,400 for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this lease or at law.

End of Volume 2, Part 3

VOLUME 2 - CONTRACT CLAUSES: Part 4 - Construction Clauses

1. LABOR STANDARDS

1.1 52.222-4 Contract Work Hours and Safety Standards Act—Overtime Compensation (Mar 1986).

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation (FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

(d) *Payrolls and basic* records.

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.

(e) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the provisions set forth in paragraphs (a) through (e) of this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.

1.2 52.222-6 Davis-Bacon Act (Nov 1992).

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)

(1) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) Except with respect to helpers, as defined in Section 22.401 of the Federal Acquisition Regulation, the work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(iv) With respect to helpers, such a classification prevails in the area in which the work is performed.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; *provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

1.3 52.222-7 Withholding of Funds (Feb 1988). The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

1.4 52.222-8 Payrolls and Basic Records (Feb 1988).

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)

(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify—

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

1.5 52.222-9 Apprentices and Trainees (Feb 1988).

(a) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where

appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) *Trainees*. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) *Equal employment opportunity*. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

1.6 52.222-10 Compliance with Copeland Act Requirements (Feb 1988). The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

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1.7 52.222-11 Subcontracts (Labor Standards) (Feb 1988).

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act—Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination—Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b)

(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

1.8 52.222-12 Contract Termination—Debarment (Feb 1988). A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act—Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

1.9 52.222-13 Compliance with Davis-Bacon and Related Act Regulations (Feb 1988). All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

1.10 52.222-14 Disputes Concerning Labor Standards (Feb 1988). The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

1.11 52.222-15 Certification of Eligibility (Feb 1988).Certification of Eligibility (Feb 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C.

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1.12 52.222-27 - Affirmative Action Compliance Requirements for Construction.

(a) Definitions.

Covered area, as used in this clause, means the geographical area described in the solicitation for this contract.

Director, as used in this clause, means Director, Office of Federal Contract Compliance Programs (OFCCP), United States Department of Labor, or any person to whom the Director delegates authority.

Employer identification number, as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U. S. Treasury Department Form 941.

Minority, as used in t his clause, means--

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation of community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of $10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plans area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraph (g)(l) through (l6) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical are located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is excepted to make substantially uniform progress toward its goals in each craft.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor must have a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative actin steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

(4) Immediately notify the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) above.

(6) Disseminate the Contractor's equal employment policy by --

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc.;

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

(v)Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's work force.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to perform for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16). The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under sub-paragraphs (g)(1) through (16), provided the Contractor--

(1) Actively participates in the group;

(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

(3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female work force participation;

(4) Makes a good-faith effort to meet its individual goals and timetables; and

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) above, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Director shall take action as prescribed in 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to--

(1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

(2) Submit reports as may be required by the Government; and

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

(o) Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

2. CONSTRUCTION CLAUSES

2.1 552.210-70 - Standard References.

(a) All documents and publications (such as, but not limited to, manuals, handbooks, codes, standards and specifications) cited in this contract for the purpose of establishing requirements applicable to equipment, materials, or workmanship under this contract, shall be deemed to be incorporated herein as fully as if printed and bounded with the specifications of this contract, in accordance with the following:

(1) Wherever reference is made to Standard Specifications of the Public Buildings Service, Interim Federal Specifications, Interim Amendments to Federal Specifications, Interim Federal Standards, or Interim Amendments to Federal Standards, the Contractor shall comply with the requirements set out in the issue or edition identified in this contract.

(2) Wherever reference is made to any such document other than those specified in subparagraph (1) above, the Contractor shall comply with the requirements set out in the edition specified in this contract, or if not specified, the latest edition or revision thereof, as well as the latest amendment or supplement thereto, in effect on the date of the solicitation on this project, except as modified by, as otherwise provided in, or as limited to type, class or grade, by the specifications of this contract.

(b) Federal Specifications, Federal Standards, Standard Specifications of the Public Buildings Service and Public Buildings Service Standard Methods of Test may be obtained from the Business Service Center at any GSA Regional Office. Inquiries regarding "Commercial Standards," "Product Standards," and "Simplified Practice Recommendations" should be addressed to the Standard Development Service Section, National Bureau of Standards, Washington, DC 20234. Publications of Associations referred to in the specifications may be obtained directly from the Associations.

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(c) Upon request, the Contractor shall make available at the job site within a reasonable time, a copy of each trade manual and standard which is incorporated by reference in this contract and which governs quality and workmanship.

2.2 52.236-3 - Site Investigation and Conditions Affecting the Work.

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river states, tides, or similar physical conditions at the site; (4) The conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

2.3 52.236-5 - Material and Workmanship.

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

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

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

2.4 52.236-6 - Superintendence by the Contractor. At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

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2.5 52.236-7 - Permits and Responsibilities. The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with and Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

2.6 52.236-8 - Other Contracts. The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

2.7 52.236-10 - Operation and Storage Areas.

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage, sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Office. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

2.8 52.236-11 - Use and Possession Prior to Completion.

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled Permits and Responsibilities. If prior possession or use by the Government delays the progress of the work or causes additional expenses to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

2.9 52.236-12 Cleaning Up. The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

2.10 52.236-13 - Accident Prevention.

(a) The Contractor shall provide and maintain work environments and procedures which will (l) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) control costs in the performance of this contract.

(b) For these purposes on contracts for constructions or dismantling, demolition, or removal of improvements, the Contractor shall--

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR part 1926 and 29 CFR part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

2.11 52.236-15 - Schedules for Construction Contracts.

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

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Office, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Office deems necessary to demonstrate how the approved rate of progress will be regained.

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

2.12 52.236-21 - Specifications and Drawings for Construction.

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

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

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

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use and disclose in any manner and for any purpose shop drawings, delivered under this contract.

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

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

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications.

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Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(h) This clause shall be included in all subcontracts at any tier.

2.13 552.236-71 - Authorities and Limitations.

(a) All work shall be performed under the general direction of the Contracting Officer, who alone shall have the power to bind the Government and to exercise the rights, responsibilities, authorities and functions vested in him by the contract documents, except that he shall have the right to designate authorized representatives to act for him. Wherever any provision in this contract specifies an individual (such as, but not limited to, Construction Engineer, Resident Engineer, Inspector or Custodian), or organization, whether Governmental or private, to perform any act on behalf of or in the interests of the Government, that individual or organization shall be deemed to be the Contracting Officer's authorized representative under this contract but only to the extent so specified. The Contracting Officer may, at any time during the performance of this contract, vest in any such authorized representatives additional power and authority to act for him or designate additional representatives, specifying the extent of their authority to act for him; a copy of each document vesting additional authority in an authorized representative or designating an additional authorized representative shall be furnished to the Contractor.

(b) The Contractor shall perform the contract in accordance with any order (including but not limited to instructions, directions, interpretation, or determination) issued by an authorized representative in accordance with his authority to act for the Contracting Officer; but the Contractor assumes all the risk and consequences of performing the contract in accordance with any order (including but not limited to instruction, direction, interpretation, or determination) of anyone not authorized to issue such order.

2.14 552.236-72 - Specialists. The term "specialist," as used in the contract specification, shall mean an individual or firm of established reputation or, if newly organized, whose personnel have previously established a reputation in the same field), which is regularly engaged in, and which maintains a regular force of workmen skilled in either (as applicable) manufacturing or fabricating items required by the contract, installing items required by the contract, or otherwise performing work required by the contract. Where the contract specification requires installation by a specialist, that term shall also be deemed to mean either the manufacturer of the item, an individual or firm licensed by the manufacturer, or an individual or firm who will perform the work under the manufacturer's direct supervision.

2.15 552.236-77 - Specifications and Drawings. The requirements of the clause entitled "Specifications and Drawings" at FAR 52.236-21, are supplemented as follows:

(a) In case of difference between small and large-scale drawings, the large-scale drawings shall govern. Schedules on any contract drawing shall take precedence over conflicting information on that or any other contract drawing. On any of the drawings where a portion of the work is detailed or drawn out and the remainder is shown in outline, the parts detailed or drawn out shall apply also to all other like portions of the work.

(b) Where the word "similar" occurs on the drawings, it shall have a general meaning and not be interpreted as being identical, and all details shall be worked out in relation to their location and their connection with other parts of the work.

(c) Standard Details or Specification Drawings are applicable when listed, bound with the specifications, noted on the drawings or referenced elsewhere in the specifications, noted on the drawings or referenced elsewhere in the specifications. Where the notes on the drawings indicate modifications, such modifications shall govern.

(d) In case of difference between Standard Details or Specification Drawings and the specifications, the specifications will govern. In case of difference between the Standard Details or Specification Drawings and drawings prepared specifically for this contract, the later shall govern.

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2.16 552.236-78 - Shop Drawings, Coordination Drawings, and Schedules. The requirements, of the clause entitled "Specifications and Drawings" at FAR 52.236-21, are supplemented as follows:

(a) The Contractor shall submit shop drawings, coordination drawings, and schedules for approval as required by the specifications or requested by the Contracting Officer as follows:

(b) Shop drawings shall include fabrication, erection, and setting drawings, schedule drawings, manufacturers' scale drawings, wiring and control diagrams, cuts or entire catalogs, pamphlets, descriptive literature, and performance and test data.

(c) Drawings and schedules, other than catalogs, pamphlets and similar printed material, shall be submitted in reproducible form with two prints made by a process approved by the Contracting Officer. Upon approval, the reproducible form will be returned to the Contractor who shall then furnish the number of additional prints, not to exceed 10, required by the specifications. The Contractor shall submit shop drawings in catalog, pamphlet and similar printed form in a minimum of four copies plus as many additional copies as the Contractor may desire or need for his use or use by subcontractors.

(d) Before submitting shop drawings on the mechanical and electrical work, the Contractor shall submit an obtain the Contracting Officer's approval of such lists of mechanical and electrical equipment and materials as may be required by the specifications.

(e) Each shop drawing or coordination drawing shall have a blank area 5 by 5 inches, located adjacent to the title block. The title block shall display the following:

Number and title of drawing

Date of drawing or revision

Name of project building or facility

Name of contractor and (if appropriate) name of subcontractor submitting drawing

Clear identity of contents and location on the work

Project title and contract number

(f) Unless otherwise provided in this contract, or otherwise directed by the Contracting Officer, shop drawings, coordination drawings and schedules shall be submitted to the Contracting Officer, with a letter in triplicate, sufficiently in advance of construction requirements to permit no less than 10 working days for checking and appropriate action.

(g) Approval of drawings and schedules will be general and shall not be construed as permitting any departure from the contract requirements, or as approving departures from full-size details furnished by the Contracting Officer.

2.17 552.236-79 - Samples.

(a) After the award of the contract, the Contractor shall furnish for the approval of the Contracting Officer samples required by the specifications or by t he Contracting Officer. Samples shall be delivered to the Contracting Officer or to the Architect as specified or as directed. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in the work until approved in writing by the Contracting Officer.

(b) Each sample shall have a label indicating:

(1) Name of project building or facility, project title and contract number

(2) Name of Contractor and, if appropriate, name of subcontractor

(3) Identification of material or equipment with specification requirement

(4) Place of origin

(5) Name of producer and brand (if any)

Samples of finished materials shall have additional markings that will identify them under the finished schedules.

(c) The Contractor shall mail under separate cover a letter in triplicate submitting each shipment of samples and containing the information required in paragraph (b) of this clause. He shall enclose a copy of this letter with the shipment and send a copy to the Government representative on the project. Approval of a sample shall be only for the characteristics or use named in such approval and shall not be construed to change or modify any contract requirement. Substitutions will not be permitted unless they are approved in writing by the Contracting Officer.

(d) Approved samples not destroyed in testing will be sent to the Government representative at the project. Approved samples of hardware in good condition will be marked for identification and may be used in the work. Materials and equipment, incorporated in the work shall match the approved samples. Other samples not destroyed in testing or not approved will be returned to the Contractor at his expense if so requested at time of submission.

(e) Failure of any material to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make of that material or equipment which previously has proved unsatisfactory in service.

(f) Samples of various materials or equipment delivered on the site or in place may be taken by the Government representative for testing. Samples failing to meet contract requirements will automatically void previous approvals of the items tested. The Contractor shall replace such materials or equipment found not to have met contract requirements, or there shall be a proper adjustment of the contract price as determined by the Contracting Officer.

(g) Unless otherwise specified, when tests are required only one test of each sample proposed for use will be made at the expense of the Government. Samples which do not meet specification requirements will be rejected. Testing of additional samples will be made by the Government at the expense of the Contractor.

2.18 552.236-80 - Heat. Unless otherwise specified or unless already provided by the Government the Contractor shall;

(a) Provide heat, as necessary to protect all work, materials, and equipment against injury from dampness and cold;

(b) Protect, cover and/or heat as may be necessary, to produce and maintain a temperature of not less than 50 degrees Fahrenheit (1) in the concrete during the placing, setting and curing of concrete, and (2) in the plaster during the application, setting and curing of plaster; and

(c) Provide heat as necessary in the area where work is to be done to provide the minimum temperature recommended by the supplier or manufacturer of the material, but in no case less than 50 degrees Fahrenheit, for a period beginning 10 days before placing of interior finishes and finish materials and continuing until completion or beneficial occupancy of the area, whichever is earlier.

2.19 552.236-82 - Subcontracts.

(a) Nothing contained in the contract shall be construed as creating any contractual relationship between any subcontractor and the Government. The divisions or sections of the specifications are not intended to control the Contractor in dividing the work among subcontractors, or to limit the work performed by any trade.

(b) The Contractor shall be responsible to the Government for acts and omissions of his own employees and of subcontractors and their employees. He shall also be responsible for the coordination of the work of the trades, subcontractors and suppliers.

(c) The Government will not undertake to settle any differences between or among the Contractor, subcontractor, or suppliers.

3. ADJUSTMENTS

3.1 552.243-71 - Proposals for Adjustments and Equitable Adjustments--Construction.

(a) The provisions of the "Changes" clause prescribed by FAR 52.243-4 are supplemented as follows:

(1) Upon written request, the Contractor shall submit a proposal, in accordance with the requirements and limitations set forth in this clause, for work involving contemplated changes covered by the request. The proposal shall be submitted within the time limit indicated in the request or any extension of such time limit as may be subsequently granted. The Contractor's written statement of the monetary extent of a claim for equitable adjustment shall be submitted in the following form:

(i) Proposals totaling $5,000 or less shall be submitted in the form of a lump sum proposal with supporting information to clearly relate elements of cost with specific items of work involved to the satisfaction of the Contracting Officer, or his/her authorized representative.

(ii) For proposals in excess of $5,000, the claim for equitable adjustments shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following detail:

Direct Cost

Material quantities by trade and unit costs.
(Manufacturing burden associated with material fabrication performed will be considered to be part of the material costs of the fabricated item delivered to the job site.)

Labor breakdown by trades and unit costs.
(Identified with specific item of material to be placed or operation to be performed.)

Construction equipment exclusively necessary for the change.

Costs of preparation and/or revision to shop drawings resulting from the change.

Workmen's Compensation and Public Liability Insurance

Employment taxes under FICA and FUTA.

Bond Costs - when size of change warrants revisions.

Overhead, Profit, and Commission

(2) The allowable overhead shall be determined in accordance with the contract cost principles and procedures I Part 31 of the Federal Acquisition Regulation (48 CFR Part 31) in effect on the date of this contract. The percentages for profit and commission shall be negotiated and may vary according to the nature, extent and complexity of the work involved, but in no case shall exceed the following unless the contractor demonstrates entitlement to a higher percentage:

	Overhead	Profit	Commission
To Contractor on work performed by other than his own forces	--	--	10%
To first tier subcontractor on work performed by his subcontractors	--	--	10%
To Contractor and/or the subcontractors for that portion of the work performed with their respective forces	To be negotiated	10%	--

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Not more than four percentages will be allowed regardless of the number of tier subcontractors. The Contractor shall not be allowed a commission on the commission received by a first tier subcontractor. Equitable adjustments for deleted work shall include credits for overhead, profit, and commission. On proposals covering both increases and decreases in the amount of the contract, the application of overhead and profit shall be on the net change in direct costs for the Contractor or subcontractor performing the work.

(3) The Contractor shall submit with the proposal his request for time extension, if any, and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the contract in its entirety.

(4) In considering a proposal, the Government shall make check estimates in detail, utilizing unit prices where specified or agreed upon, with a view to arriving at an equitable adjustment.

(5) After receipt of a proposal, the Contracting Officer shall act thereon, within 30 days; provided however, that when the necessity to proceed with a change does not allow time properly to check a proposal or in the event of failure to reach an agreement on a proposal, the Government may order the Contractor to proceed on the basis to be determined at the earliest practicable date. Such price shall not be more than the increase or less than the decrease proposed.

(6) If a mutually acceptable agreement cannot be reached, the Contracting Officer may determine the price unilaterally.

4. WARRANTIES & GUARANTEES

4.1 52.246-12 - Inspection of Construction.

(a) Definition, Work includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with t he terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or.

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (I) below.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or re-test necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

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(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected materials from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or non-conforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expense of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

4.2 52.246-21 - Warranty of Construction.

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance, this warranty shall continue for a period of l year from the date of the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repair or replaced will run for l year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer.

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(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

4.3 552.246-75 - Guarantees.

(a) Unless otherwise provided in the specifications, the Contractor guarantees all work to be in accordance with contract requirements and free from defective or inferior materials, equipment, and workmanship for 1 year after the date of final acceptance or the date the equipment or work was placed in use by the Government, whichever occurs first.

(b)

(1) If, within any guarantee period, the Contracting Officer finds t hat guaranteed work requires repair or change because of defective or inferior requirements, the Contracting Officer shall notify the Contractor in writing. The Contractor shall promptly, and without additional expense to the Government, correct:

(i) All guaranteed work;

(ii) All damage to equipment, the site, the building or its contents resulting from the unsatisfactory guaranteed work; and

(iii) Any work, materials, and equipment that are disturbed in fulfilling the guarantee, including any disturbed work, materials, and equipment that may have been guaranteed under another contract.

(2) If the Contractor fails to proceed promptly in accordance with the guarantee, the Government may have such work performed at the expense of the Contractor.

(c) Any special guarantees that may be required under the contract will be subject to paragraphs (a) and (b), insofar s they do not conflict with special guarantees.

(d) The Contractor shall furnish to the Government: (1) Each transferable guarantee or warranty of equipment, materials, or installation furnished by any manufacturer, supplier, or installer in the ordinary course of business; (2) All information required to make such guaranteed or warranty legally binding and effective; and (3) The information and the guarantee or warranty in sufficient time to permit the Government to meet any time limit specified in the guaranteed or warranty or, if no time limit is specified, prior to completion and acceptance of all work under this contract.

End of Volume 2, Part 4

LEASE-CONSTRUCT

SOLICITATION FOR OFFERS

MFL 93021

for the

NEW U. S. COURTHOUSE

Pensacola, Florida

VOLUME 3

TECHNICAL REFERENCES

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1. GENERAL BUILDING REQUIREMENTS

1.1. Overall Standards and Guidelines

1.1.1. Applicable Codes and Standards

The applicable codes and standards of the following organizations shall be used in the design of this project along with other codes specifically listed throughout this Solicitation. In the event that the Solicitation narrative conflicts with the UFAS or the ADA, the codes shall take precedence over the narrative requirements. State and local codes shall be followed when they do not conflict with other criteria, regulations, or project administration.

- American Institute of Steel Construction (AISC), 9th edition for allowable stress design (ASD), 2nd edition for load resistance factor design (LRFD).
- National Concrete Masonry Association
- American Concrete Institute (ACI) Standard Building Code Requirements for Reinforced Concrete (ACI 318-89)
- The Standard Building Code (Latest Edition) and the technical requirements of the National Fire Protection Association (NFPA) Life Safety Code, latest edition, for exiting requirements.
- State and local building codes
- The Uniform Federal Accessibility Standards
- American Society of Mechanical Engineers (ASME)
- American Society of Testing and Materials (ASTM)
- American National Standards Institute (ANSI)
- Architectural Woodwork Quality Standards, as published by the Architectural Woodwork Institute (AWI)
- Underwriters' Laboratories, Inc. (UL)
- Regulation of the Occupational Safety and Health Administration (OSHA)
- American Society of Heating and Refrigerating and Air Conditioning Engineers (ASHRAE)
- Sheet Metal and Air Conditioning Contractor's National Association, Inc.
- Institute of Boiler and Radiator Manufacturers
- Air Conditioning and Refrigeration Institute
- Heat Exchanger Institute (HEI)
- American Water Works Associations (AWWA)
- Plumbing code for Escambia County, Florida
- Brick Institute Technical Notes, latest revision
- Federal Information Processing Standards Publication 94 (FIPS PUB 94)
- PBS PQ100.1, Facilities Standards for the Public Buildings Service
- PBS PQ280, Public Buildings Service Submission Requirements for Design and Construction
- U. S. Courts Design Guide (1994 Edition) (dated 9-26-94)
- Standard Level of Features and Finishes for U. S. Courts Facilities (October 1994)
- U.S. Marshals Service - Requirements and Specifications for Special Purpose and Support Space (Rev. March 1992).
- Grades and Standards for Nursery Plants, Part I and II, Florida Department of Agriculture and Consumer Services.
- American Association of State Highway Transportation Officials (AASHTO)
- Florida Department of Transportation (FDOT)
- National Building Code (BOCA)
- Department of Energy Standard 10 CFR, Part 435
- ASHRAE/IES Standard 90.1
- NFPA-70 (1990) - National Electric Code
- NFPA-72 (1990) - Standard for the Installation, Maintenance and Use of Local Protective Signaling Systems
- NFPA-72E (1987) - Standard on Automatic Fire Detectors
- NFPA-72G (1989) - Guide for the Inst., Maint. and Use of Notification Appliances for Protective Signaling Systems
- NFPA-72H (1988) - Testing Proc. for Local, Auxiliary, Remote Station and Propriety Protective Signaling Systems
- NFPA-75 (1989) - Standard for the Protection of Electronic Computer/Data Processing Equipment
- NFPA-78 (1989) - Lightning Protection Code
- NFPA-110 (1989) - Standard for Emergency and Standby Power Systems
- IES - Illuminating Engineering Society
- IEEE - Institute of Electrical and Electronics Engineers, Inc.

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1.2. Space Allocation

1.2.1. Total Building Requirements

A. Performance Statement.

The total area provided in the building must accommodate GSA's space needs at move in which corresponds to the design program. An emphasis should be placed on the security and safety of the judiciary, staff, public, and prisoners in the design of the facility.

B. Design Direction.

The occupiable office space requirement of 67,058 SF is the design requirement for the project. The programmed gross area goal is 89,858 SF; the gross indicated on the schematic drawings provided in this SFO is 89,858 SF. The actual area of the building will vary depending on the plan development provided by each offeror.

The ratio of occupiable to gross of 0.70 - 0.75 should be achieved. It is the responsibility of the design to meet or exceed this ratio without hindering the operations of the building or its functional areas.

It is the responsibility of the Offeror to provide 27 secure parking spaces on-site utilizing the most efficient and effective design. Of these secure spaces, five are to be enclosed parking with restricted access.

1.2.2. Occupiable Area Requirements

A. Performance Statement.

The project design must provide for each programmed space required by the occupying agencies. Each space must be designed according to the guidelines and criteria established in the design directives. All spaces must meet the program net areas (without internal circulation considered) and the program occupiable areas (with internal circulation included). The following Space Allocation Summary identifies the minimum net and occupiable requirements for each space in the building. It also identifies the actual areas for each space as shown in the concept design guideline drawings.

U.S. COURTHOUSE, PENSACOLA, FLORIDA **SPACE ALLOCATION SUMMARY**

(b) (7)(F)

[redacted]

(b) (7)(F)

[redacted]

(b) (7)(F)

[redacted]

(b) (7)(F)

[redacted]

1.3. Schedule of Finishes

The condensed finish schedule follows. The finishes are shown as abbreviations, which are explained in the material coding key following the schedule of finishes.

FINISH SCHEDULE (CONDENSED) **U.S. FEDERAL COURTHOUSE, PENSACOLA, FLORIDA**

(b) (7)(F)

[redacted]

FINISH SCHEDULE (CONDENSED) U.S. FEDERAL COURTHOUSE, PENSACOLA, FLORIDA

(b) (7)(F)

[redacted]

FINISH SCHEDULE (CONDENSED) U.S. FEDERAL COURTHOUSE, PENSACOLA, FLORIDA

(b) (7)(F)

[redacted]

FINISH SCHEDULE (CONDENSED) U.S. FEDERAL COURTHOUSE, PENSACOLA, FLORIDA

(b) (7)(F)

[redacted]

FINISH SCHEDULE (CONDENSED) U.S. FEDERAL COURTHOUSE, PENSACOLA, FLORIDA

(b) (7)(F)

[redacted]

FINISH SCHEDULE (CONDENSED) U.S. FEDERAL COURTHOUSE, PENSACOLA, FLORIDA

(b) (7)(F)

[redacted]

MATERIAL CODING KEY

(b) (7)(F)

[redacted]

MATERIAL CODING KEY (Continued)

(b) (7)(F)

[redacted]

1.4. Special Requirements

1.4.1. Tenant Agencies

A. Performance Statement.

All spaces in the building must meet the established design criteria and special requirements to insure a functional, aesthetically appropriate, and cost effective facility.

B. Design Direction.

All spaces and functional areas should be designed to meet the requirements in the PBS/PQ-100, U.S. Courts Design Guide, as well as the other applicable design guides as set forth in these design directives.

The spatial relationships represented by the schematic floor plans incorporated in this SFO have been approved by the tenants of the building, and should be maintained to the maximum extent possible in any plan development undertaken by the Offeror. The basic spatial relationships in the building have been approved by the principal building tenants. Thus, changes in the spatial relationships proposed by an Offeror may not be acceptable to the Government and are subject to review and approval by the GSA Contracting Officer.

1.4.2. Building Support Space

A. Performance Statement.

Each support space must be of sufficient size and appropriate configuration to meet operation, personnel, equipment, and furniture requirements.

B. Design Direction

All areas shall be designed in accordance with the criteria established in the PBS/PQ-100.1. Presented are the requirements for the building support spaces which have specific size requirements established by GSA based on the size and functioning of the building.

1. Telecommunications. In support of telecommunications service the following spaces and features are required:
   a. Main Tele/Communication - Entrance cable, main equipment and switch, battery and security system, data, etc.
   b. Branch closets on each floor - terminal and distribution points.
   c. The accommodation for placement of roof mounted antennae and microwave dishes should be integrated into the building design.
2. Loading Dock. A covered loading dock at the service entry level should be provided with easy access to a service/passenger elevator and trash storage room. The elevated dock should have a minimum of two bays (minimum 12 ft wide x 13 ft deep each) and truck berths to accommodate medium size trucks. Berths shall be recessed a minimum of 29 ft 6 in from the face of building and be enclosed by overhead coiling doors to allow small trucks to be secured overnight. The site must also include space for locating a trash compactor and/or trash bin outside of the dock for ease of trash removal by trash trucks. Provide visual screening of trash compactor and/or trash bin. Depending on recycling procedures, bins for recycling may also need to be accommodated off the dock. Dock should have a ramp access (minimum clear width of 3 ft) with railings on both sides, and a receiving area inside building with direct access by roll-up door from loading dock.
3. Security Office. Provide a security office adjacent to the main entrance lobby access point. The office shall be for building security personnel and for protective equipment such as security alarm, fire alarm, emergency elevator control, public address, etc. All power and lighting for this room shall be on emergency service.
4. Custodial. Janitor's closets and gear rooms should be strategically located throughout the building to avoid moving cleaning equipment for long distances and should include provisions for hot and cold water with appropriate sink.
5. As nearly as possible, space requirements should be located at or adjacent to a loading dock and suitable vertical transportation. A secured storage room should be provided. The trash room shall be devoted to accommodating the building recycling activities.

6. All service areas in the building shall be secured.

7. Service Elevator. The requirements at the new building are such that a shared elevator will be necessary for service and passenger (Judge's elevator) use. The cab of this elevator should have additional height and depth to accommodate furniture and other large equipment. See chapter 3 of PBS/PQ-100.1 and the specifications in this Section for detailed requirements.

8. Trash Removal

   a. Solid Waste Disposal - The building's solid waste disposal system must meet the demands of the building and comply with requirements of the city's ordinances.

   b. Provide storage in the trash storage room, "dumpster" bins, or the compactor bin for trash as required between pickups.

   c. Maintain storage area in area concealed from public view and separated physically from the receiving area of the building.

   d. Recycling - Provide a separate area in trash room (and/or outside in covered container) for solid waste paper that will be recycled. Facilities shall meet all the existing requirements of the City of Pensacola for paper which is now being recycled.

   e. Provide expansion area in the trash room to allow for future modifications to increase the degree of recycling. Glass, plastics and/or aluminum may be recycled in the future.

1.5. Architectural Concepts (Building Form)

1.5.1. Size

The overall building gross area should not exceed the programmed area of 89,858 SF. The overall building net usable area shall be a minimum of 67,058 SF.

1.5.2. Orientation

To the extent possible, the building should be oriented on the site to maximize desirable views for the employees, minimize grading, provide for efficient parking and building servicing, and allow for use of passive solar energy concepts.

1.5.3. Image

The building must project an image of solidity, stability and progressiveness befitting the image of the U.S. Courts. Durable, classic facade materials, as defined elsewhere in this Solicitation, shall be employed.

1.5.4. Site and Building Access

The building must be provided with convenient access to N. Palafox Street. It must also be provided with secure parking access from Garden Street and egress to N. Palafox Street.

1.5.5. Circulation

Public corridors must maintain a clear width of at least 5 feet. Service corridors at loading dock and central plant areas must maintain a clear width of 6 feet.

1.5.6. Flexibility

Maximize space efficiency and layout flexibility in building design by selecting a structural system that uses a minimal number of interior columns, and locates columns within the building core areas where possible thereby maximizing open floor areas. Include vertical and horizontal chases/plenums for cabling installation/relocation adaptability. Provide for above ceiling access for installation and relocation of operational support equipment.

1.6. Conceptual Design Drawings

The following drawings represent the basic design intent of this project. They have been prepared by a consultant under contract to the General Services Administration and are provided to define the scope of the project for prospective offerors. Refinements of the plans by the offerors are permissible, and may be necessary in certain instances to accommodate the systems, equipment or features proposed by the offerors. The basic relationships between spaces in the building have been approved by the principal building tenants. Thus, changes in these basic

relationships proposed by an offeror may not be acceptable to the Government and are subject to review and approval by the GSA Contracting Officer.

1.6.1. Site Plan - Base Bid

The base bid site plan is a level site with the building approximately three feet above the street level.

1.6.2. Site Plan - Option Bid

The option bid site plan adds a raised plinth between the sidewalk and the building separated by a "retaining" wall of stone, precast, etc. to define the separation between the building and the sidewalk. The stairs are also drawn out toward the sidewalk to open the approach to the entrance of the building. The Government prefers the option bid site plan, but has designated the base bid site plan as the minimum acceptable site concept. Revisions to the site plan and building footprint may be proposed by offerors, but any changes to the concept must be approved by the Contracting Officer.

1.6.3. Level One Plan

1.6.4. Level Two Plan

1.6.5. Level Three Plan

1.6.6. Level Four Plan

1.6.7. Level Five Plan

1.6.8. East - West Building Section

1.6.9. North -South Building Section

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(b) (7)(F)

2. FUNCTIONAL OBJECTIVES

2.1. Tenant Productivity

The built environment shall enhance the productivity of building employees through proper placement of support facilities (toilets, water coolers, elevators, etc.), through use of light fixtures which reduce glare, and through the provision of sufficient levels of building services (power, communications, air distribution, etc.) to support the employees functions.

2.2. Energy Efficiency

Energy design consideration must maximize day lighting, enthalpy controlled airside economizer and minimize heat gain in summer and heat loss in winter through proper siting and use of proper wall construction.

The energy budget for this building is 38,500 btu/gross square per year.

2.3. Water Conservation

Water conserving fixtures for toilets, urinals, faucets, etc. shall be employed. All applicable local codes and government standards shall be met.

2.4. Emergency Systems/Reliability

See Electrical heading, paragraph 3.7.

2.5. Accessibility

All aspects of the proposed design shall comply with the requirements of the Americans With Disabilities Act (ADA), the Uniform Federal Accessibility Standards (UFAS), and all applicable local accessibility standards or codes.

2.6. Security

The building security system shall minimize the risk to personnel and property through the use of appropriate security devices and proven current technology surveillance systems. A card key system with interface to a control center location to be determined by the Federal Government shall be installed to control building access during non-working hours. The security system shall provide sufficient expansion capability to accommodate future installation of security systems in general office space to meet special tenant requirements.

2.7. Fire/Life Safety

To ensure maximum building and systems safety, proven current technology; fire alarm and protection systems; and fire resistive construction materials and finishes, shall be incorporated into the building's design. Provisions shall be made for easily accessible means of egress for general use, barrier free access for the handicapped, and redundant safety features on all mechanical, electrical, and electronic systems. All applicable fire/life safety codes must be properly addressed and met in the development and construction of the building.

2.8. Health/Environmental Conditions

Indoor air quality must meet all EPA and ASHRAE standards. Materials shall be chosen to minimize off-gassing during the start up of the building and throughout the life of the building. Prior to occupancy, a "dry-out" period must be provided, where all air handling systems are operated continuously at design room conditions for at least a two week period to mitigate the risks from VOC's emitting from building materials. Indoor air quality must be maintained during the lease period by regular monitoring of air and rigorous maintenance of air handling systems.

2.9. Building Automation

The following building automation systems shall be provided and shall operate independently of each other:

Energy Management and Controls System
Building Security System
Fire alarm and Protection System

2.10. **Innovative Technologies**

The technology shall consider innovative uses of existing applications in building system design and operation which will provide the maximum flexibility practical to integrate with future technological developments. The building design shall easily permit space and system adaptability to accommodate frequent changes in office area space layouts.

3. BUILDING SYSTEMS

3.1. General

All designs shall provide for building systems in accordance with the referenced handbooks and the Design Program as developed into its final revision. The primary guides for all designs are the PBS/PQ-100.1, along with the U.S. Courts Design Guide. The following items, and others to be included in the design program, state additions or clarifications to these general requirements, and in some cases suggest a direction where the referenced documents may offer several options.

3.2. Architectural

3.2.1. General

A. The subject building shall contain elements which reflect the historical character of the Palafox Historic District in downtown Pensacola. The style of the new facility shall not duplicate those of the existing buildings, but rather shall harmonize with their style while still presenting a classic image of a Federal courthouse. The pallet of materials used in the building shall complement that of adjacent buildings of significance, such as St. Michael's Church.

B. Exterior articulation of the facade planes shall be provided as appropriate to complement the architectural context and add visual interest, and may result in slight plan variations at the various levels of the building, if such variations do not adversely impact the building's efficiency or flexibility.

C. The architectural style of the building shall incorporate classic elements to result in a "timeless" design quality reflecting the distinguished history of the U.S. Courts while at the same time presenting an updated, classic image utilizing modern building technology. Suitable exterior cladding materials, as defined below, shall be utilized.

D. Interior design of the main public entry areas (lobbies, etc.) shall complement the exterior design through the use of materials, detailing and proportioning. These entry areas shall provide a public image of dignity (both spatially and through interior finish materials), while also providing a sense of welcome to the public (through orientation and openness of lobbies). Particular attention shall be directed to the main entrance and lobby area, elevator lobbies, and courtrooms.

E. The final architectural design solution must synthesize all components of the design criteria contained in the architectural design goals, and the architectural and site planning criteria contained in other sections of this Solicitation for Offers. The following elements provide a measure of the architectural design quality of the solution, the appropriateness of the design in meeting program needs and goals, and the degree to which the proposed solution architecturally complements the existing urban design fabric:

1. All program elements have been incorporated and their interrelationships fully resolved and documented.
2. The building exterior presents an appropriate aesthetic quality, as demonstrated by the building scale and massing; the use of durable materials; the level of detailing indicated; and the overall image as presented in the building elevations and perspectives.
3. The design is appropriate for its context in the Pensacola, Florida site as demonstrated by its physical characteristics, site planning precepts, and the effective use of facade elements which complement the features of adjacent structures of note.
4. The major public spaces in the building relate in scale, use of materials, and detailing to the exterior architectural design.
5. The major public spaces in the building utilize appropriate materials (as defined elsewhere in the Solicitation), are appropriately oriented and proportioned, and are detailed in terms of joinery, railings, ceilings, etc., to provide a unified design of unique character.

6. Energy efficient building envelope construction (as defined elsewhere in the Solicitation) has been utilized.

7. The building structural grid, core configuration, and "bay depth" allow optimum flexibility of layout, as determined by the typical bay space plan design.

8. Requirements of the PQ100.1 and the U.S. Courts Design Guide have been incorporated integrally into the building design.

3.2.2. Exterior Wall

A. Performance Statement

Exterior wall design must respond to building context in terms of visual impact, weather resistance, and energy conservation at minimal life-cycle costs.

B. Design Direction

Exterior wall design must follow the criteria established in PBS/PQ-100.1 - chapters 3 and 4, with incorporation of the following criteria based on the building specific functions and areas:

1. Local Conditions - Wall design shall consider effects of the wind, sun and water factors of the Pensacola geographic area.

2. Special Requirements - Wall design shall consider the special requirements of the U.S. Courts and U.S. Marshal Service and related functions with regard to the following parameters:

   a. Image
   b. Security
   c. Energy Efficiency

3. Materials - Suitable exterior cladding materials, defined in greater detail elsewhere in the Solicitation are limestone, granite, precast concrete, face brick and/or cement plaster. Use of curtain wall or other all glass glazing systems are appropriate for entrance areas or other feature areas. Use of metal panels shall be limited to accessory applications, and shall not be utilized for cladding or penthouse equipment enclosures, and shall consist of non-ferrous products. Cast-in-place concrete surfaces or exterior insulation and finish systems shall not be used.

3.2.3. Exterior Windows and Doors

A. Performance Statement

1. Design must provide the best light and view to employees with minimum adverse effects to shading, heat gain, and operations cost.

B. Design Direction

1. The windows and doors shall be designed in accordance with the guidelines set forth in PBS/PQ-100.1 chapter 3.

2. Windows, glass, and shading systems should be distributed to maximize the best view, and to minimize negative heat gain and provide appropriate shading to meet employee needs taking into account sun angles, shadows, and glare from surrounding buildings.

3. Design of windows should minimize the tenants' visual exposure to objectionable exterior view or exposures.

4. Provisions for proper window washing method shall be included in the design.

5. All doors shall be designed to provide for the required energy conservation, security, ventilation control, etc., while meeting the aesthetic concerns of presenting a welcome image to the public.

6. All main entry doors shall be high quality design for heavy use and to provide excellent quality and appearance. Balanced type doors or doors with concealed automatic swing-type closers shall be provided for main entrance doors on the accessible route into the building.

7. Clear glazing shall be provided at entrance lobby glass wall and entrance doors to enhance visual connection of lobby and entrance plaza.

8. Shatter-resistant (laminated) glazing will be required at the first floor occupiable areas, in accordance with the U.S. Courts Design

9. All windows and entrance doors shall use insulating glazing for energy efficiency.

3.2.4. Roofing

A. Performance Statement

1. The roof profile shall complement the overall image of the building while conforming to GSA's energy conservation and maintainability guidelines.

B. Design Direction

1. The roofing material and installation shall be based on a 20 year specification and qualify for a manufacturer's warranty of 20 years and shall be designed in accordance with the guidelines set forth in PBS/PQ-100.1 chapter 3.

2. The roofing system shall be designed with the required attributes to resist sustained winds per code requirements without extensive damage.

3. All required routine maintenance of items on the roof shall be by designed walkways and not by walking directly on the roofing surface.

4. Flashing and design shall be designed to provide an excellent appearance and low maintenance.

5. An area of the roof should contain accommodations for the current and future placement of agency antennae and microwave dishes.

3.2.5. Interior Construction

A. Performance Statement

1. Interior wall construction must be appropriate for the building type, meet agency functional requirements (acoustical performance, durability, ease of maintenance, etc.), and any fire resistant ratings required by code.

B. Design Direction

1. Design partitions in accordance with requirements set forth in PBS/PQ-100.1 - Chapters 3 & 20, the U.S. Courts Design Guide, and the U.S. Marshals Service standards.

2. Special considerations should be given to finishes in high public contact areas such as lobbies, and entrances to ensure high durability, long life and ease of maintenance. Special attention must be provided at corners where abuse is high and appearance is crucial.

3. Partition construction must meet the above-standard performance criteria for the acoustical and security requirements as specified in the special requirements

3.2.6. Wall/Partition and Ceiling Finishes

A. Performance Statement

1. Finishes must be appropriate for the specific functional area meeting GSA and agency performance requirements.

B. Design Direction

1. Finishes in general office areas shall be in accordance with requirements set forth in PBS/PQ-100.1 - Chapter 3, the U.S. Courts Design Guide, the Standard Level of Features and Finishes for U.S. Court Facilities, and in accordance with the requirements of the specifications.

2. An appropriate hierarchy of materials should be used, from most public to least public spaces, ranging from stone to stained hardwood paneling to painted woodwork to wallcovering to plain painted surfaces.

3. There should be accessible suspended acoustical ceilings with appropriate acoustical performance along with smooth hard ceilings as shown in the schedule of finishes.

4. Special finishes will be required in the following areas:

   a. Public Spaces: A functional and attractive Main Entrance Lobby shall be provided with stone or terrazzo; seamless spray wall coating or vinyl wallcovering on walls; and drywall ceilings with decorative lighting coves. Ceiling height shall be as high as the structural system will permit. Card access or scramble pad access meeting all security requirements shall be provided. Directional graphics, a recessed rear illuminated directory, agency emblems, display cases, artwork and indoor landscaping shall be combined as part of the interior design.

   b. Courtrooms and Chambers - Finishes shall meet the minimum requirements of the U.S. Courts Design Guide and include carpet, wood wainscot, wall covering, acoustical panels, and drywall/ acoustical tile ceilings with decorative lighting.

   c. Restrooms - Ease of maintenance, water and chemical resistance are primary considerations in selection of finishes. Ceramic wall tile shall be utilized for all wet walls, and vinyl wall coverings shall be utilized on all other wall surfaces.

   d. Conference areas - Appearance and appropriate characteristics - See PBS PQ100.1.

   e. Storage areas - Low maintenance and durability.

   f. Prisoner Holding, Detention Areas, Processing Area, etc. - Glazed CMU and lath and plaster ceilings as required in the U.S. Marshal's Service standards and the requirements of the specifications.

3.2.7. Flooring

A. Performance Statement

1. Type of flooring provided must meet the agency requirements.

B. Design Direction

1. Flooring in all functional areas should meet the requirements as specified in PBS/PQ-100.1 - Chapter 3, the U.S. Courts Design Guide, and the Standard Level of Features and Finishes for U.S. Courts Facilities.

2. Carpeting should be provided in approximately 80% of the occupiable space, with the remaining 20% being resilient flooring or ceramic tile.

3. Special flooring will be required in the following areas:

   a. Entrance and elevator lobbies - Appropriate to the image of the building with emphasis on durability and cost of maintenance.

   b. Public areas should have carpet and rubber base.

   c. Restrooms and toilets - Ease of maintenance and water resistance are primary considerations in selection. Ceramic tile shall be provided in all areas excepts restroom vestibules.

   d. Storage and workrooms of agencies - Vinyl composite tile and rubber base should be used. Ease of maintenance and durability are primary considerations.

   e. Food service/Vending - Bright and clean appearance, resistance to food and beverage stains and accumulations, ease of sanitary maintenance, and durability are primary considerations.

   f. Prisoner Holding, Detention Areas, Processing Area, etc. - Quarry tile or terrazzo with non-slip surface.

3.2.8. Furniture and Specialties

A. Performance Statement:

1. Built-in furniture and required agency specialty items must meet the specific functional needs of the area.

B. Design Direction:

1. The majority of furniture included in the project is the built-in furniture, casework and architectural woodwork related to the various areas as set forth in the design program of the SFO.
2. The design and specifications of all special woodwork shall be based on the terminology and standards of the Architectural Woodwork Quality Standards, Guide Specifications and Quality Certification Program 1987 issue (or later) as published by the AWI, Arlington, VA. See specifications for additional requirements.
3. The design and detailing of all custom designed counters, vanities, built-in cabinetwork, closets etc. shall meet specific tenant needs.

3.3. Civil/Structural

3.3.1. Foundations

The foundation system shall meet all requirements of the Facilities Standards for the Public Buildings Service, publication PBS-PQ100.1, dated December 23, 1993, unless modified by requirements listed herein. For the purpose of this document, the word "should" as used in PBS-PQ100.1 is interpreted to mean "shall". A subsurface investigation shall be performed which includes a sufficient number of soil boring performed under the direct supervision of a Professional Geotechnical engineer, registered in the State of Florida. A subsurface investigation report shall be prepared which recommends the most cost effective foundation system, and this report shall bear the seal of the registered engineer.

3.3.2. Substructure

The substructure shall meet all requirements of the Facilities Standards for the Public Buildings Service, publication PBS-PQ100.1, dated December 23, 1993, unless modified by requirements listed herein. For the purpose of this document, the word "should" as used in PBS-PQ100.1 is interpreted to mean "shall". The substructure shall be designed in accordance with the recommendations of the subsurface investigation report, and under the direct supervision of a Professional Structural Engineer, registered in the State of Florida, and all structural drawings shall bear the seal of this registered structural engineer.

A. Comparative Cost Analysis: Foundation substructure shall be based on comparative cost analysis and pro-con technical commentary when the results of the subsurface investigation indicates that several systems and subsystems or methods have comparative advantages and disadvantages. Analysis shall consider local practices and contain sufficient background information (calculations for settlement, capacities of foundations, construction feasibility, site environment, and features requiring special attention and cost data) to substantiate conclusions reached. The foundation design shall be compatible with the structural framing system.

3.3.3. Superstructure

The superstructure shall meet all requirements of the Facilities Standards for the Public Buildings Service, publication PBS-PQ100.1, dated December 23, 1993, unless modified by requirements listed herein. For the purpose of this document, the word "should" as used in PBS-PQ100.1 is interpreted to mean "shall". The superstructure shall be designed in accordance with all of the referenced building codes, and under the direct supervision of a Professional Structural Engineer, registered in the State of Florida, and all structural drawings shall bear the seal of this registered structural engineer.

A. Comparative Cost Analysis Framing: The structural framing system shall provide comparative cost studies and pro-con technical commentary embracing structural framing systems. The framing systems shall also take into consideration any electrical underfloor distributions systems. Analysis shall compare structural steel and reinforced concrete framing systems based on design of a typical cross-section of the structure from foundation to roof, at least one-column bay in width. Include cost data and supporting structural calculations that indicate selection of framing systems being compared are based upon thorough consideration of the applicable framing methods and systems. A similar analysis shall take place for the lateral load resisting system for wind forces.

B. Concrete Framing Systems: The chosen framing system shall be easily adapted for future programming changes.

1. Cast-in-Place systems: Both one-way and two-way systems may be used. Two-way systems shall not be considered in buildings with structural bays of a span aspect ratio greater than 2.0. One-way joists, waffle slabs and beam-and-slab systems are preferred over flat plates and flat slabs, because they permit more flexibility in cutting openings during future alterations.

2. Precast Systems: Precast floor framing systems shall only be considered for use low-rise structures such as parking garages or storage and maintenance facilities.

3. Pre-tensioning and Post-Tensioning Systems: This system shall only be used when the design can be demonstrated to not impede future flexibility.

C. Steel Framing Systems: The chosen framing system shall be easily adapted for future programming changes.

D. Composite Construction: Where a framing system of concrete slabs on steel beams and girders is considered, composite construction shall be used. The selection shall be based on design considerations, cost and prevailing local practice.

E. Steel Joists: Steel joists construction shall only be considered for roof framing members which do not support heavy roof top equipment or equipment subject to large vibrations. Steel joist construction shall not be used for floor framing members.

F. Live Load Reductions: Live load reductions shall not be used for any horizontal framing members. Live load reductions may only be used for the design of columns and foundations in building which have two or more supported floors.

3.4. **Conveyance Systems**

3.4.1. Performance Statement

Vertical transportation must handle the number of employees and visitors and keep waiting time to a minimum, while at the same time minimizing the number of elevators.

3.4.2. Design Direction

Elevators should be designed in accordance with the guidelines set forth in PBS/PQ-100.1 -chapter 3. Elevators for use by judges and prisoners shall be separate from the public elevators and from each other.

Designs shall include:

A. State-of-the-art elevator systems utilizing solid state direct-current static drives and microprocessor supervisory group and individual controls. Up-peak main loading floor dispatch intervals for groups of two or more passenger elevators shall be 25 to 30 seconds.

B. Electric traction passenger elevators located in groups and that serve all floors having usable space. Include sequence operation of all elevators on emergency power including automatic and selective operation. After automatic sequence return to main floor, one passenger and at least two other elevators shall remain in operation, and/or manual selection switches in the life/safety room will allow simultaneous operation of any three at one time on emergency power. Interface automatic and manual elevator recall and Fireman's Service with Building Fire Protection Systems.

C. Complete warranties on all equipment. The warranty for elevator work shall begin when the first elevator is placed in beneficial use by the government and end one year after the last elevator in the project is placed in beneficial use by the government.

1. Special Project Warranty: Provide special project warranty, signed by Contractor, Installer, and Manufacturer, agreeing to replace, repair, or restore defective materials and workmanship of elevator work during warranty period. "Defective" is hereby defined to include, but not by way of limitation, operation or control system failures, performances below specified ratings, excessive wear, unusual deterioration or aging of materials or finishes, unsafe conditions, the need for excessive maintenance, abnormal noise or vibration, and similar unusual, unexpected, and unsatisfactory conditions.

2. General warranties: Provide coincidental product warranties where available for major components of elevator work. Submit with and provide wiring diagrams and maintenance manuals.

D. The Offeror shall provide full elevator maintenance by a qualified elevator maintenance contractor for the duration of the lease as set forth in Section 14211.

3.5. Mechanical - Plumbing

3.5.1. Performance Statement

The system must meet building demands, minimize water consumption and deal with waste in the most environmentally responsive way.

3.5.2. Design Direction

A. Design the plumbing in accordance with PBS/PQ-100.1 - chapter 3 & 5. Plumbing facilities will be required in various areas in addition to standard public toilets and service areas.

B. Plumbing fixture requirements shall meet the most stringent requirements of PBS/PQ-100.1 page 3-41 and 3-42, BOCA National Building Code or local building requirements.

C. Plumbing special requirements:

1. Public water closets shall be specified to be wall hung, siphon jet type with flush valves. Flush valves shall be specified to be exposed hand operated with water saver features.
2. Lavatories for public spaces shall incorporate self-closing type faucets with flow restricting devices to allow a maximum of 0.5 GPM flow for lavatory faucets and 1.5 GPM flow for water closets and urinals. Public lavatories shall be designed for a constant water supply temperature of 105 ^{0} F.
3. Lavatories for all other spaces shall incorporate hot and cold water supply. Hot water supply shall be designed for constant temperature of 105 ^{0} F maximum.
4. Special plumbing will be required in the following areas:

   Food service/vending - water supply lines and drains.

3.6. Mechanical - HVAC

3.6.1. Performance Statement

HVAC system should be designed to meet the demands of the tenant agencies and the special requirements of the building with optimum energy efficiency and lowest possible cost.

3.6.2. Design Direction

A. General: HVAC in general use office space should be designed in accordance with PBS/PQ-100 Chapter 5.

B. Rebate Program: The design of the HVAC system should take into account the local utilities rebate programs in the energy cost analysis.

C. Energy Conservation Standards: Provide an energy efficient HVAC system design in accordance with ASHRAE Standard 90.1 as modified by PBS/PQ-100, page 1-11.

D. Air Handling Units: A minimum of one AHU shall be provided on each floor. Separate AHU's shall be provided for each courtroom / chamber group, and in other spaces as required to enable efficient off-hours use of the facility. All AHU's shall be provided with 100% outside air economizers. Heating shall be provided in each AHU for morning warm-up.

1. Duct leakage rate shall not exceed 0.5% for medium pressure system duct flow. Medium pressure duct shall have maximum pressure drop of 0.1 inches per 100 feet of straight duct length.
2. Air handling units shall use variable speed drives to modulate motor speed.
3. Units serving computer room type air conditioning units shall have 100% economy cool capability.

E. Central Refrigeration System: Provide a central refrigeration system. Provide the highest efficiency electric chillers that can be supplied by at least two chiller manufacturers. (Note: No auxiliary heat shall be allowed to keep the chiller operating in a stable condition down to 20% load.)

1. Provide a variable volume pumping system with a constant flow chiller loop and a variable flow building loop.
2. Two chillers at 67% of total capacity shall be provided.

3. Chillers shall be specified with power factor correction to not-less-than 90-percent.

(b) (7)(F)

[redacted]

G. The A-E shall provide heating and cooling load calculations in accordance with one of the methods described in the latest edition of the ASHRAE Handbook of Fundamentals for the sizing and selecting of the HVAC equipment. Taking into account the local utilities rebate programs in the energy cost analysis.

H. A detailed analysis shall be submitted with the pre-tentative submission which shall evaluate the most promising fuel and energy sources for the heating and air conditioning requirements. The economic fuel analysis shall be incorporated into the life-cycle cost analysis for analyzing and evaluating the most cost-effective HVAC system for this project.

I. Life Cycle Cost Analysis: Prepare a Life-cycle cost analysis comparing alternates and justifying the most cost effective HVAC system for this project. The life-cycle cost analysis shall be prepared in accordance with PBS/PQ-100 and NIST Handbook 135 (Rev. 1991) Life-Cycle Costing Manual for the Federal Management Program.

J. Annual Energy Consumption Forecast: Provide Annual Energy Consumption Forecast by means of computer study. Submit forecast with the tentative submittal. The AEC forecast shall include the expected Building Boundary energy usage in BTU's per gross square foot. The AEC shall not exceed (38,500 BTU/gsf) including anticipated after-hours use.

3.7. Electrical

The electrical system shall meet all requirements of the Facilities Standards for the Public Buildings Service, publication PBS-PQ100.1, dated December 23, 1993, and the U.S. Courts Design Guide unless modified by the requirements listed herein. For the purpose of this document, the word "should" as used in PBS-PQ100.1 is interpreted to mean "shall". All electrical designs in this project shall be prepared under the direct supervision of a Professional Electrical Engineer, registered in the state where the building is located, and all electrical drawings shall bear the seal of this registered electrical engineer. As a part of the design, the engineer shall provide a short circuit analysis of the building along with a protective device coordination study that includes plotted coordination curves for all sets of protective devices, based on the actual devices installed during construction. The electrical design shall result in a fully selectively coordinated system. This short circuit analysis and coordination study shall be bound in a book and provided with the final design. After completion of the building, the engineer shall also provide a certification that all protective devices are installed, set and calibrated according to the protective device coordination study.

3.7.1. Service and Distribution

A. ELECTRICAL SERVICE:

Provide the most reliable standard service available from the utility without special cost to the Government. The Lessor shall describe this service and its reliability in his offer. The Government is also interested in considering other more reliable services, such as spot network transformers, dual primary feeders and/or dual transformers and dual secondary services to a double ended switchgear with automatic tie breaker, which may be available and which may involve extra cost to the Government. If more reliable services are available, the Lessor shall describe the possible service(s) and its (their) increased reliability over the standard service along with the additional costs, if any, to the Government as a part of his offer. Unless otherwise coordinated with the Government, the service to the building shall be three phase 480Y/277 volts with a 100% neutral. The service shall be capable of powering the main switchboard/switchgear at the full capacity of the main switchboard/switchgear.

B. MAIN SWITCHBOARD/SWITCHGEAR:

The main switchboard/switchgear shall be the circuit breaker type, adequately sized for the load of the building and shall contain a minimum of 25% spare capacity above the maximum load. The switchboard/switchgear shall be provided with a number of spaces for future circuit breakers equal to a minimum of 15% of the active circuit breaker spaces and not less than the space and capacity of the largest feeder circuit breaker. Each spare space shall be fully provided with the bussing and all the electrical features necessary to provide for the installation of future circuit breakers without requiring modifications to the breaker space. In addition to the 15% provided spare space, the switchboard/switchgear shall be arranged such that at least one additional section equal to the largest section provided may be added in the future without compromising required code clearances. The switchboard/switchgear shall be provided with a single main circuit breaker unless the size of the service is above the capacity of a single breaker requiring two or more, or unless extra reliability is offered by additional main breakers.

Switchboard/switchgear rated 2000 amperes and above shall be draw-out construction. Circuit breakers may be molded case, insulated case or power air circuit breakers. Main breakers rated 2000 amperes or larger shall be electrically operated insulated case or power air circuit breakers. All circuit breakers in the main switchboard/switchgear shall be equipped with auxiliary contacts for remote monitoring of open and closed position. Provide surge protection on each incoming service line. The main switchboard/switchgear shall be provided with solid state instrumentation for local read-out and remote monitoring by the building automation system of a minimum of [1] three-phase line to line and line to neutral volts, [2] current in each phase, [3] power factor, [4] KVA, [5] KVAR and [6] energy consumption in KWH.

C. DISTRIBUTION OF COMMERCIAL POWER WITHIN THE BUILDING:

Interior distribution shall be at 480Y/277 volts, 100% neutral with lighting panels for 277 volt lighting provided on each floor. Individual distribution to large or grouped motor loads shall be at 480 volts, 3 phase. Provide 480 Delta-208Y/120 volt transformers and 208Y/120 volt panelboards at each floor level for general receptacle and similar loads. Provide separate shielded K-rated transformers and non-linear rated panelboards for office electronic loads such as computers. Note also that courts space requires a separate power distribution system for security systems. Provide distribution switchboards or panelboards where required. A riser bus duct system shall supply 480Y/277 volt power to each floor with circuit breaker type bus plugs at each floor supplying lighting panelboards and 480-208Y/120 volt transformers located at each floor. Motor loads greater than 0.5 HP shall not be fed from the same riser that

supplies lighting. In lieu of a bus duct riser(s), the offeror may consider a separate conduit and wire riser for each floor which originates at the main switchgear and serves a feeder breaker at each floor (or a panelboard main breaker as may be allowed or required by electrical codes at each floor). Transformers shall meet NEMA and IEEE requirements. Noise levels shall not exceed the requirements of NEMA and IEEE for interior or exterior transformers.

D. MOTOR LOADS:

Provide NEMA Class I, Type B motor control centers (MCC) for all areas having five or more motors grouped reasonably close together. All MCC's shall have 25% spare amp capacity and be provided with a minimum of 15% spare space for future motor starters complete with necessary bussing and control elements. Additionally all MCC's shall be arranged such that at least one additional complete section may be added at a future date. Individual motor controllers in the MCC shall not be smaller than size I circuit breaker combination starters. Provide start-stop push-buttons and long life red motor running indicator lights (preferably LED type) in motor starter doors of manually controlled motors. Where motors are automatically controlled by other devices, or the building automation system, provide hand-off-automatic selector switches and long life red running indicator lights (preferably LED type) mounted in the starter door. Provide local motor controllers, disconnects or control stations as required by codes or as required for the application. Motor control circuit voltage shall be not greater than 120 volts, connected ahead of each starter by a control transformer as required. Motors 1/2 HP and larger (considered large motors in this application) shall be served at 480 volts , 3-phase. Motors smaller than 1/2 HP (considered small motors in this application) may be served at 480 volts, three phase, or at 277, 208 or 120 volts, single phase, provided motors are fully rated for the voltage supplied.

E. PANELBOARDS:

Panelboards shall be located in electrical closets and shall be provided such that no 120 volt load is more than 100 ft straight line (or a maximum of 150 ft of total circuit length from panelboard to the most remote element of load) from a 208Y/120 volt panelboard and no 277 volt lighting load is more than 225 ft total circuit length from a 480Y/277 volt lighting panelboard. Panelboards serving only specific equipment in mechanical equipment rooms may be located in the mechanical equipment room. All panelboards shall be provided with a neutral bus and an equipment ground bus. Panelboards provided for electronic loads shall have an insulated isolated ground bus (in addition to equipment ground and neutral buses), be rated for non-linear loads, have a 200% neutral and shall be fed by a feeder having a 200% neutral. All panelboards shall be provided with spare circuit breakers equal to a minimum of 10% of the maximum number of circuit breakers for the panel size and spare space equal to a minimum of 20% of the total panelboard space available. (i.e. A 42 circuit size panelboard must have five spare single pole circuit breakers and space for 9 future single pole circuit breakers in addition to the number of active circuit breakers included. If the panelboard has all three pole breakers, spares and spaces shall be the single pole equivalent.) All panelboards shall be provided with typed directories which show circuit number and the equipment or area covered. These directories shall be installed under a heavy clear plastic cover in a steel frame welded or screwed to the interior of the panelboard door. All panelboards, distribution panelboards and auxiliary switchboards shall have spare amp capacity in accordance with PBS/PQ-100.1.

F. TRANSFORMERS:

Provide dry type transformers to transform from 480 volts delta to 208Y/120 volts as needed to serve the required panelboards. Transformers shall be standard ventilated dry-type for normal loads. Provide shielded K-rated, ventilated, dry-type transformers for electronic loads. Calculate the required K-rating to match the load served, however provide no less than a K-13 rating. Transformers shall be installed in electrical closets and hung from the ceiling where possible. If there is any voltage sensitive equipment requiring 230 or 240 volts, provide separate boost/buck transformers for the specific circuits involved.

3.7.2. Electrical Closets

Electrical rooms (closets) shall be of two types. One being the main switchboard and distribution area that is located on an exterior space next to incoming service (XFMR). Room size shall be around 20' x 20' or 400' square feet, meeting all code clearance and egress requirements, located on the first floor. The other branch circuit electrical closets shall be stacked vertically in multi-floor buildings and arranged so that there is a minimum of one closet per floor. The closet location shall allow panelboards enclosed within to meet the required spacing or circuit length requirement. Electrical closets must have dimensions at least 6'-0" x 10'-0" or 60 sq. ft. meeting all code space and clearance requirements and must have a door opening to public space (not to mechanical rooms, communications closets or stairwells). Where specific use panelboards need to be located in the area of use, such as

a kitchen equipment panel, provide shallow closets to house the panelboard where the open closet door(s) provides the required panelboard work space clearance. All electrical rooms and closets shall be ventilated, or cooled, sufficiently to keep electrical equipment below its maximum continuous installed ambient temperature rating.

3.7.3. Building Grounding

Provide a complete building grounding system that includes and interconnects the following grounding systems at the main switchgear.

- Minimum of three, 10 ft, copper ground rods installed near the main switchboard to obtain a ground of five ohms or less.
- Ground rod clusters (3, 10 ft, copper rods installed at 10 ft spacing) adjacent to each building exterior corner. Where the building has a steel frame, connect these ground rod clusters to the steel frame at the building corners and near the midpoint of each building side.
- Grounding connection to the building supply water piping.

The size of the grounding conductor interconnecting the above elements shall not be less than that required by Table 250-94 of the National Electric Code. Extend this common grounding conductor from the main switchgear up through each stack of electrical closets to serve as the ground point for each separate transformer neutral. All grounding conductors shall be copper. Provide welded connections where made below ground.

3.7.4. Emergency Generator

Provide a Diesel engine powered emergency generator sized for the required emergency and life safety loads (See the requirements of PBS-PQ100.1 and any special requirements of the SFO) plus 25% spare capacity. Emergency power shall be available to all elevators with the capacity to supply the simultaneous operation of one public elevator, one Judge's elevator, and one prisoner elevator while supplying all other required loads. Provide an above ground fuel storage tank with capacity for operating the generator at its full standby rating for 48 hours along with necessary fuel oil transfer pumps and controls. Provide a back-up fuel pump for the system. Provide an alarm system to designate 12 hours of fuel remaining and 4 hours of fuel remaining. A day tank shall provide for a minimum of four hours full rated standby load generator running time. The design of a generator system shall include the investigation of peak shaving opportunities with the local electrical utility. If peak shaving offers economical benefits, the system provided shall contain all necessary load monitoring and transfer equipment, controls, metering and protective devices required to accomplish peak shaving. In the event peak shaving is provided, include controls to over-ride peak shaving during emergency conditions. Check the full SFO and provide capacity for any other special loads which may require generator back-up power. The diesel engine generator set room shall be sufficiently sized to provide all code required clearances and allow for ease of maintenance. In addition provide all required sound attenuation for a critical environment, all required ventilation and space and/or engine block heating required to produce a maximum 10 second starting time for the engine/generator system. The space shall allow complete replacement of the diesel engine generator set if ever necessary.

3.7.5. Distribution of Emergency Power:

Provide a separate conduit and wire distribution system throughout the building for emergency power (or use bus duct where appropriate). Emergency lighting and power panelboards shall be provided on at least every other floor (each odd or even numbered floor). Provide automatic transfer switches where necessary to transfer the emergency system from normal to generator power.

3.7.6. Lighting and Power

A. INTERIOR LIGHTING:

The base line lighting fixture for use in lighting general office areas shall be a 2 ft x 4 ft parabolic troffer with an open 18 cell parabolic, aluminum, specular silver finished louver, with three T-8, 3500K lamps and high frequency electronic ballasts arranged for parallel lamp operation. Where specific lighting levels, or space configurations require other considerations, two or four lamp configurations may be utilized. Compact fluorescent down lights, metal halide HID fixtures and incandescent fixtures may be used where special architectural features require special lighting. However, incandescent lighting, with its low energy efficiency, may be used only where no other lighting is available to create the effect desired, or in conference rooms requiring dimming capability, where the dimmable incandescent lighting is auxiliary to the main fluorescent lighting. Dimming in courtrooms shall be accomplished with fluorescent or HID lighting.

B. EXTERIOR LIGHTING:

Exterior lighting for parking and pedestrian spaces shall utilize HPS fixtures, except that metal halide HID fixtures may be used where better color is necessary. In general, provide flood lighting only where necessary for security, or specifically requested in the design program.

C. EMERGENCY LIGHTING:

Exit signs shall be the LED type, located as required by codes. All exit paths and corridors shall be provided with lighting fed from the emergency system to provide a minimum level of 2 FC (20 lux). Also provide emergency lighting such that no occupant shall have to travel through more than one doorway to get to an emergency lighted area. Where safety or security is critical and would be compromised by the lack of lighting during an emergency while the diesel-generator is cranking, provide lighting with battery back-up in addition to being supplied by the emergency system (this includes stairwells, prisoner holding and circulation areas, and courtrooms among possible other spaces). Also provide emergency lighting where necessary for security, such as areas under CCTV surveillance.

D. SPECIAL LIGHTING

Lighting fixtures in the detention area, including the prisoner side of the interview room, the processing area, transfer corridors, and the cells should be maximum security, recessed fixtures. Detention area lighting will be controlled by key operated switches located within the sallyport, as wall as by pilot light type toggle switches in the squad room. Provide emergency lighting in transfer corridors, at prisoner side of interview rooms, and at least one emergency lighting fixture in each cell. Special lighting should also be provided in the courtrooms as required in the U.S. Court Design Guide. Decorative lighting in the courtrooms, main entrance lobby, and public corridors is preferred and is acceptable upon approval by the Contracting Officer.

E. LIGHTING CONTROLS:

Provide occupancy sensor lighting controls for small offices, restrooms and other spaces where appropriate. All lighting shall be controlled by the Building Automation System in blocks not over 1,000 SF of area, with a local means of override to turn the lights on. Provide local manual switching in individual rooms and on columns, or permanent walls in open areas. In conference rooms and all areas where computers are used, provide fluorescent fixtures with local 3-level switching for inside and outside lamps (two switches to provide three levels of lighting).

F. UNDERFLOOR ELECTRICAL DISTRIBUTION SYSTEM:

Provide a three duct underfloor distribution system, consisting of separate power, telephone and data ducts, in all office and related space and other spaces which may be reasonably converted to office space in the future. An underfloor duct system is not required in the spectator area of courtrooms, nor jury assembly rooms. Spacing of ducts and presets shall be provided as required by PBS/PQ-100.1. Underfloor ducts, or cells, shall be accessible through trench duct headers which also shall have a minimum of three separate compartments with continuous bottoms. Trench duct headers shall be provided such that no point in an underfloor duct or cell is more than 72 ft from a trench duct.

Trench ducts shall have full removable covers for their entire length. Covers shall be of adequate strength to avoid undue temporary deflection or any permanent deflection or damage due to normal or required movement of dollies associated with furniture, files and office supplies for initial placement or relocation. Trench duct headers shall be run directly to electrical and communications closets. Wiring from panelboards and backboards shall be enclosed in duct, with removable access covers, from the panelboards or the backboards to the underfloor distribution system. Activation modules shall be the type having access to telephone, data and power ducts in each module with space for receptacles, telephone outlets and data outlets. The entire module, with outlets installed inside, shall be flush with the floor and have a hinged cover with finished notches for wiring cables and cords from work stations above. Modules shall be provided and activated, complete with outlets installed, at each point requiring service to telephones or data terminals or receptacles, or any combination of the three. All duct access points not initially activated shall be installed with all required hardware, including presets and trim, such that activation modules may be easily installed at a later date. The underfloor duct system may be the cellular floor type for steel framed buildings or the conventional separate individual ducts encased in concrete for concrete framed buildings as is determined by an economic analysis of the joint structural and electrical system. In either system, all components shall be provided with means for leveling during the construction process and the provider shall use extreme caution to provide a system that has all the components at a proper depth in the floor slab to coordinate with the final finished floor. The entire underfloor distribution system shall be designed and sized for wiring (including power, telephone and data) as required

to serve the maximum density of work stations required in any individual portion of the building, but not less than one workstation per 100 square feet of office space.

G. RECEPTACLES:

All general purpose receptacles shall be specification grade NEMA 5-20R configuration. Generally receptacles in office areas should be provided from the underfloor system and placed in walls only where necessary to meet specific requirements. Standard receptacles shall have a color per architects choice. Receptacles for emergency power shall have a red body and red cover plate. Receptacles for electronic and computer loads shall have an orange body and orange cover plate and shall include an isolated ground. Special purpose receptacles shall have a brown body and brown cover plate and shall be provided with a nameplate designating the special purpose. Provide receptacles as may be listed for special areas defined in this document and as required by PBS-PQ 100.1 with modifications listed below.

* Provide two normal duplex receptacles and two electronic duplex receptacles for each workstation.
* Provide a minimum of one weatherproof, GFCI receptacle on each exterior face of the building.
* Provide weatherproof, GFCI receptacles on the roof within 50 ft of any mechanical equipment mounted on the roof.
* Provide duplex receptacles in entrance lobbies at an approximate 12 ft spacing and one on each free standing column.
* Provide receptacles in corridors at not less than a 50 ft spacing with not less than one receptacle in each corridor.
* Provide a receptacle for maintenance purposes in each area that otherwise might not require a receptacle. Receptacles in such areas, shall be spaced at not less than a 50 ft spacing. These type areas include indoor parking areas, storage rooms and like space.
* Provide receptacles as required for special equipment installations such as vending machines, copiers, etc., using dedicated outlets, special configurations, special voltages and higher amperage ratings where required for identified, or future identified equipment locations.
* In general for office spaces not designated as workstation spaces, provide normal receptacles as required for the designated use, except provide not less than one duplex receptacle per 100 SF.
* Floor mounted junction boxes in all office and courtroom spaces should be flush with the floor.
* All conduit runs shall have pull wires installed and at least one (1) pull box every 100 feet.

H. SPECIAL ELECTRICAL REQUIREMENTS

* The clerk's bench area, the Judge's bench area, and the court reporter's bench area in the courtrooms should have at least six (6) electrical receptacles with two (2) of these receptacles on dedicated circuits for use with sensitive electronic equipment.
* At least one (1) floor receptacle located under the counsel tables in the courtrooms should be on a dedicated circuit for use with sensitive electronic equipment

3.7.7. Special Electrical Systems

A. LIGHTNING PROTECTION SYSTEM:

A UL master protection system shall be provided in accordance with NFPA publication No. 78 and UL publication No. 96A. Down conductors shall be concealed within the building in non-metallic enclosures. A UL master label shall be provided.

B. OTHER SYSTEMS:

Provide all special systems required by any portion of this SFO.

3.7.8. Telecommunications

A. GENERAL:

The offeror shall provide a raceway system for telecommunications and data in accordance with PBS-PQ100.1. Provide underground conduits and telephone service to the building. Provide telephone service conduits sized as required for each of the initial telephone cables, but not less than 4" size, plus at least one spare conduit. Coordinate entry conduit with the telephone company. Provide a minimum of four 4" rigid conduit sleeves between

each stacked communication closet and between the lowest stacked closet ant the main telephone room. If any special telephone closets or data closets are required on any floor, provide at least two 4" conduits between the special space and the primary telephone closet at the same level. Provide telephone outlets where required. Floor outlets shall consist of boxes to match the underfloor distribution system complete with appropriate telephone and data outlet cover plates installed in the floor distribution system. Where telephone or data floor outlets may be required, where no floor distribution system exists, provide outlet boxes and brass covers flush with the floor with a 1" metal conduit back to the communication closet. Where telephone or data outlets are requested to be wall mounted, provide an appropriate box and cover plate with a 1" metal conduit running back to the communications closet. The Government (IRMS) will provide all telephone wiring, or negotiate with the telephone company or private contractors for the telephone entry and riser cable and the horizontal wiring to telephones. Tenants are responsible for data wiring. Where feasible, provide all telephone and data outlets from the underfloor electrical system. Provide a telephone and data outlet for each workstation and not less than one outlet (telephone and data) per each 100 SF.

B. COMMUNICATIONS CLOSETS:

Communications closets shall be stacked vertically in multifloor buildings and arranged to permit circuit lengths not greater than 250 ft from closet to device. Communications closets should have dimensions not less than 8'-0" x 12'- 0" or 96 sq. ft. and must have doors opening to public space. Provide 3/4" plywood back-boards, painted with white fire resistive paint, on at least three walls (two for telephone and one for data) for equipment mounting. The plywood shall line the entire walls from 6" above the floor, to 8'-6" above the floor Communications closets must have doors opening to public space (not to electrical closets, mechanical rooms or stairwells). Each communication closet should contain at least six (6) 110 volt/20 AMP receptacles.

C. MAIN TELEPHONE EQUIPMENT ROOM:

Provide a main telephone equipment room on the ground floor of the building of at least 12'- 0" x 24'- 0" or 288 sq. ft. in area.

D. DATA OUTLETS:

Where data outlets are provided, they shall originate from the communications closets unless directed otherwise. Data outlets will be provided at a ratio of one outlet per 100 SF of space provided.

E. SPECIAL COMMUNICATION SYSTEMS

* Provide conduit for ceiling speaker wire for all courtrooms and the grand jury room in accordance with the specifications of the sound engineer (contracted by the Court) and approved by the Court. Provide conduit for ceiling speaker wire for the law clerk offices adjacent to chambers with wall conduit and junction boxes in the offices for speaker volume control. Provide speaker conduit and speaker junction box and control unit junction box in the wall in the Judge's secretary area to allow for desk top speaker operation. Speaker conduit should terminate to junction boxes under the clerk's bench in the courtroom to be later connected to the sound system and recording rack.

* Provide conduit runs for microphone cable, video cable, telephone cable, and computer cable in the courtroom from the following locations to the clerk's bench area: the two counsel tables; on each end of the jury box; on the face of the clerk's bench, at the court reporter's station; at the law clerk's station; and at the Judge's bench.

* Provide conduit runs and wall junction boxes for speaker cable, microphone cable, video cable, telephone cable, and computer cable in the courtroom from the following locations to the clerk's bench area: the jury deliberation room; the Judge's chambers; the Judge's conference room; and the court reporter's office.

* Provide conduit runs for the emitter wire at ceiling height on the opposite wall from the jury box and terminating at a junction box at the clerk's bench.

* Provide a one (1) 2-inch or equivalent conduit run from the clerk's bench in the courtroom to the communication closet for the floor.

* Note: There should be at least 29-inches of clearance between the floor and the bench for the Judge, clerk, law clerk, and court reporter to allow various equipment racks to be placed under bench tops

3.7.9. Fire Detection/Alarm Systems

Provide a stand-alone microprocessor-based fire alarm system, with separately addressable devices, that serves the entire facility including interconnection to special sub-systems required for special areas. The system shall

be similar and equal to the Notifier AM 2020 system. Particular attention shall be given to selecting microprocessor-based control equipment with features as follows:

* Memories and functions shall be specified to accommodate all required functions of the facility. All memories and functional sub-parts of the systems shall be capable of being readily expanded by an additional 50% without requiring replacement of components. The expansions shall be possible by making active existing equipment features or by adding modular components to the existing equipment.

* Unused I/O ports shall be conditioned for convenient future use. Redundancy in components, if not provided under this project, shall be possible in the future in a convenient manner. All functions such as display maps, remote annunciators and other similar functions shall be planned such that each function can be doubled (100% expansion) in the future. The fire alarm systems shall not be combined in any manner with any other system.

* System shall include point address sensing and output control capabilities.

* Systems shall be electrically isolated from all other systems such that malfunctions in other systems cannot degrade the operation of the fire alarm system.

* System shall record all events by printer (alarm, location, acknowledgments, etc.).

* System shall display the location of each alarm on a facility map/annunciator. The system shall provide, minimum, 80-character capability that enables the user to describe each alarm location and function.

* System shall display all alarms on a remote map/annunciator in a location coordinated with the local fire department.

* System shall poll all sensing locations and report change of state of sensing device within four seconds.

* System shall provide output signals for off-site notifications.

* System shall provide output signals to recall elevator.

* System shall provide output signals to release simultaneously all fire doors (typically via output point-address devices located throughout the complex).

* System shall provide alarm verification of all ceiling type smoke detectors by continuously polling the activated detector to determine if the detector automatically resets, while simultaneously monitoring the activation on any other ceiling detector in the same general area or on the floor. Two detectors in alarm simultaneously in one general area (typically an elevator lobby) shall constitute a verified alarm and shall initiate all appropriate output signals.

* System shall provide for automatic shutdown of selected or all HVAC units via a point-address output device.

* System shall utilize multiple data loops, each extended to serve a specific building area or floor such that the loss of operation of a single building loop causes the loss of protection to only the building area or floor served by a single loop.

* System shall initiate appropriate horns throughout the building to signal evacuation upon any verified alarm.

* System shall provide strobe lights throughout the facility that are activated simultaneously throughout the facility upon any verified fire alarm condition.

* Should the building be classified as a high rise building, the system shall be a fire alarm/voice communication/firefighters telephone system with multiple automatic and manually announced voice messages to all floors, or selected floors upon any verified fire alarm condition.

* Agency requirements include modification of the alarm to provide a tone distinguishable from the fire alarm, to be used when severe weather is imminent or when a tornado has been sighted. The activation switch is to be located at the main entrance guard console.

* The emergency exit signs in the courtrooms should be recessed and flush with the wall. The emergency lighting system in the courtrooms should be placed in the rear of the courtrooms and be recessed and flush with the

wall. The audible fire alarm system in the courtrooms should be placed in the rear of the courtrooms and be recessed and flush with the wall.

3.7.10. Security System

There are two classifications of security systems required; a building perimeter security system and an interior security system. The contractor shall provide and install all equipment, raceways and wiring required for the building perimeter system. The contractor shall provide power and provide/install raceway systems, conduit, and junction boxes only for the interior security systems. The equipment for interior security systems, along with the design of the system, and the wiring of the system is the responsibility of the tenants. The contractor shall provide the building perimeter system meeting the requirements of Chapter 8 of PBS-PQ100.1 and shall include card access controls, intrusion detection and CCTV cameras for the main entrance; intrusion detection and CCTV cameras at all other entrances including the loading dock roll-up and personnel door; card access, intrusion detection and CCTV camera at judges entrance; glass breakage detection at all ground floor windows and any glass portions of entry doors; among other requirements. Controls and monitors of this equipment shall be placed in the building security office. Provide pan and tilt controls on CCTV cameras where necessary to cover the area of surveillance. Make provisions for the building perimeter system to be also monitored and controlled by GSA's central control point in Atlanta. The U.S. Marshal's control center in the building will also want to monitor and control some of the perimeter security functions. This operation shall be coordinated with the U.S. Marshal's Service during design. For the interior security system, provide raceways as required for the systems outlined in the U.S. Courts Design Guide as coordinated with the U.S. Marshal's Service. This system will include raceways for CCTV cameras, duress switches and alarms, metal detection for persons and packages near the main entrance, door entry controls and other devices. It will also require the contractor to provide electrical power to all equipment requiring electrical power input.

3.7.11. Parking and Transportation

Adequate paved and striped parking for employees and Government vehicles must be provided as follow: (1) Regularly scheduled public transportation and/or employee parking must be locted within one quarter mile walking distance from the building sufficient to cover the commuting needs of approximately 60-75 employees; (2) 27 on-site secured parking spaces; (3) Public parking must be provided as required by the current local code. The Offeror shall develop a parking plan to show the location of all standard and handicapped parking spaces. Handicapped spaces shall be located as closely as possible to the building entrances.

4. OUTLINE SPECIFICATIONS

4.1. DIVISION 1 - GENERAL REQUIREMENTS

4.1.1. SECTION 01000 - PROJECT SUMMARY

A. PROJECT DESCRIPTION

1. Project Name and Location:

   NEW U.S. FEDERAL COURTHOUSE
   PENSACOLA, FLORIDA

2. Project Summary: The project is a courthouse for the General Services Administration and the U.S. Courts in Pensacola, Florida to be located on a site at the corner of Palafox and Garden Streets. The building will be a new facility including public lobby with security checkpoint, courtrooms, office space, inmate holding and service area.

3. Special Requirements:

   a. Owner-Furnished and Owner-Installed Items: Coordinate installation (by Government) of Owner furnished furniture and other furnishings with base building construction schedule.

B. CONTRACT FORMS

1. This contract is based on a Lease Contract prepared by the Real Estate Division of GSA Southeast Region. The General Conditions of the Lease and the Solicitation for Offers and all applicable addenda will form the basis of the contract. This lease contract will be administered by GSA's Leasing Contracting Officer.

C. TESTING

1. Testing Agency: Independent testing agency engaged and paid for by the Contractor, after the testing agencies qualifications have been submitted to and written approval obtained from GSA.

D. COORDINATION

1. Coordination: Coordination of site work, utilities, and building construction is required throughout construction.

2. Schedule: Bar-chart (Gantt) type project schedule shall be prepared and updated monthly to reflect work actually accomplished and work scheduled to be done.

3. Schedule: Critical path method project schedule shall be prepared using a computer program and printing program. This shall be updated each month and indicate all construction steps and critical items, days of float and indicate all approvals, phasing and testing as required during the design and construction work.

E. FIELD ENGINEERING

1. Underground Utilities: Verification and location of underground utilities, facilities, and equipment.

2. Layout: Layout for site improvements, utilities, and structures.

F. PROJECT MEETINGS

1. Pre-Construction Conference: Attendance by Owner, Architect, Engineers, Contractor, major subcontractors, and suppliers.

2. Progress Meetings: Once a week; attendance by Owner, Architect, Engineers, Contractor, applicable subcontractors, and suppliers.

G. SUBMITTALS

1. Project Submittals: As outlined in paragraph 3, Part 2 of Volume 1 and Part 2 of Volume 4.

2. Record Documents: Record drawings, record specifications, maintenance manuals, and final property survey.

H. TEMPORARY FACILITIES

1. Temporary Utility Service: New temporary utility services shall be obtained and paid for by the Contractor.

2. Temporary Facilities: Temporary construction office, material storage yard, office for GSA use, support facilities, and security measures for all facilities shall be provided by the Contractor.

3. The entire construction site and temporary facilities shall be fenced in and limited access gates provided as necessary. The Contractor shall provide the design layout, obtain all municipal approvals and submit plan to GSA for comments and/or approval before proceeding. The contractor is responsible for 24 hour guard service for the facility during construction.

--END OF SECTION--

4.2. DIVISION 2 - SITE WORK

4.2.1. SECTION 02050 - DEMOLITION

A. PROJECT INCLUDES

1. Building and Site Demolition:

a. Demolition of site improvements including paving, curbing, site walls, and utility structures.

b. Protection of site work and adjacent structures.

c. Removal and legal disposal of materials.

2. Work of Prior Separate Contract:

a. Removal of hazardous materials.

b. Removal of underground oil tanks.

B. SCHEDULE

1. Items for Protection During Demolition and Construction:

a. Designated site improvements.

b. Adjacent construction.

--END OF SECTION--

4.2.2. SECTION 02100 - SITE PREPARATION

A. PROJECT INCLUDES

1. Protection of existing site improvements not scheduled for clearing which might be damaged by construction activities.

2. Clearing and grubbing of stumps, vegetation, debris, rubbish, and site improvements.

3. Topsoil stripping and stockpiling.

4. Temporary erosion control, siltation control, and dust control.

5. Temporary protection of adjacent property, streets, sidewalks, curbs and gutters also any benchmarks, and monuments.

6. Removal and legal disposal of cleared materials.

B. PRODUCTS

1. Erosion control, siltation control, and dust control materials suitable for site conditions.

--END OF SECTION--

4.2.3. SECTION 02140 - DEWATERING

A. PROJECT INCLUDES

1. Lowering and controlling groundwater levels during excavation and construction as recommended by soils report.

2. Control of hydrostatic pressures during excavation and construction.

3. Control of surface and sub-surface water related to dewatering.

4. Standby equipment for system back-up.

5. Establishment and monitoring of observation wells.

6. Legal disposal of water removed from excavations.

7. Removal of observation wells when no longer required.

B. PRODUCTS

1. Dewatering equipment suitable for site conditions.

--END OF SECTION--

4.2.4. SECTION 02200 - EARTHWORK

A. PROJECT INCLUDES

1. Excavation, filling, compaction, and grading for buildings, site improvements, and utilities.

2. Materials for subbase, drainage fill, and backfill for slabs, pavements, and improvements.

3. Rock excavation without blasting unless authorized.

4. Supply of additional materials from offsite if required.
5. Removal and legal disposal of excavated materials.

B. QUALITY ASSURANCE

1. Compaction:
   a. Under structures, building slabs, steps, pavements, and walkways, 95 percent maximum density, ASTM D 1557.
   b. Under lawns or unpaved areas, 90 percent maximum density, ASTM D 1557.
2. Grading Tolerances Outside Building Lines:
   a. Lawns, unpaved areas, and walks, plus or minus 1".
   b. Pavements, plus or minus ½".
3. Grading Tolerance for Fill Under Building Slabs: Plus or minus ½" measured with 10' straight edge.

C. PRODUCTS

1. Subbase Material: Graded mixture of natural or crushed gravel, crushed stone, and natural sand.
2. Drainage Fill: Washed, evenly graded mixture of crushed stone or gravel, with 100 percent passing a 1-1/2" sieve and not more than 5 percent passing a No. 4 sieve.
3. Backfill and Fill Materials: Satisfactory soil materials free of clay, rock or gravel larger than 2" in any dimension, debris, waste, frozen materials, vegetation, and other unsuitable materials.

--END OF SECTION--

4.2.5. SECTION 02282 - TERMITE CONTROL

A. PROJECT INCLUDES

1. Poison the soil to inhibit the infestation of termites in construction.
2. Coordination:
   a. Coordinate soil poisoning activities with the schedules for preparation of other underslab work and for placing the concrete slabs, in order to ensure orderly progress of the total work.

B. QUALITY ASSURANCE

1. Qualifications of Applicator:
   a. The applicator shall have been successfully engaged in the business of soil poisoning for a period of not less than one year immediately prior to performing this portion of the work.
   b. Use only termiticides which bear a Federal registration number of the U.S. Environmental Protection Agency.

C. PRODUCTS

1. Chemical and Concentrations
   a. To the soil areas to be treated, apply one of the following chemicals at not less than the designated concentration:

      Chloropyrifos ("Dursban TC"); 1.0% applied in water emulsion.
      Other solutions may be used as recommended by Applicator and if acceptable to Architect and approved by local governing authorities. Use only soil treatment solutions which are not injurious to planting.
   b. Other materials may be used provided they are acceptable to the Architect and provided they have met a five-year test conducted by the U.S. Forest Service. In all cases of proposed

substitution, provide conclusive evidence that material proposed to be used will have no toxic effect to humans or to plant and animal life.

--END OF SECTION--

4.2.6. SECTION 02511 - HOT-MIXED ASPHALT PAVING

A. PROJECT INCLUDES

1. Hot-Mixed Asphalt Paving Over Prepared Subbase:

a. Parking areas.

b. Driveways.

B. QUALITY ASSURANCE

1. Construction Tolerances:

a. Base Course Thickness: 1/2".

b. Surface Course Thickness: 1/4".

c. Base Course Surface Smoothness: 1/4"

d. Surface Course Surface Smoothness: 3/16"

e. Crowned Surfaces: 1/4" variance from template.

C. PRODUCTS

1. Asphalt-Aggregate Mixture: Plant-mixed, hot-laid asphalt-aggregate mixture, ASTM D 3515, complying with local DOT and DPW regulations.

2. Prime Coat: Cut-back asphalt, ASTM D 2027.

3. Tack Coat: Emulsified asphalt, ASTM D 977.

4. Herbicide Treatment: Commercial chemical for weed control registered by Environmental Protection Agency and acceptable to authorities having jurisdiction.

5. Lane and Parking Area Marking Paint, Yellow Color: Alkyd-resin type, ready-mixed, AASHTO M 248, Type I.

6. Handicapped Parking Area Marking Paint, Blue Color: Alkyd-resin type, ready-mixed,

--END OF SECTION--

4.2.7. SECTION 02515 - UNIT PAVERS

A. PROJECT INCLUDES

1. Exterior brick pavers over prepared setting bed.

2. Exterior colored and textured concrete pavers over prepared setting bed.

B. QUALITY ASSURANCE

1. Construction Tolerance: Unit-to-unit offset tolerance of 1/16" from flush, 1/8" in 2' and 1/4" in 10' from level or required slope.

C. PRODUCTS

1. Brick Pavers:

a. Class: ASTM C 902, Weather Class SX for use subject to freezing application.

b. Traffic Type: ASTM C 902, Traffic Type I for driveways and entrances and type II for exterior commercial walkways use.

c. Application: ASTM C 902, Application Type PS for general application.

2. Concrete Pavers: Solid concrete interlocking paving units, ASTM C 936, normal weight aggregates.
3. Mortar and Grout:
   a. Mortar: Latex-modified Portland cement setting-bed mortar.
   b. Bond Coat: Latex-modified Portland cement slurry.
   c. Grout: Latex-modified Portland cement grout.
   d. Integral Color: Colored aggregate.
4. Edge Restraints: Triangular PVC extrusions, rigid type for straight edges and flexible type for curved edges.
5. Setting Bed: Mortar over concrete slab.
6. Joint Treatment: Hand-tight joints with sand filler.

--END OF SECTION--

4.2.8. SECTION 02520 - PORTLAND CEMENT CONCRETE PAVING

A. PROJECT INCLUDES
1. Cast-In-Place Concrete Paving Over Prepared Subbase:
   a. Driveways.
   b. Vehicular entrances.
   c. Walkways.
   d. Curbs.

B. QUALITY ASSURANCE
1. Construction Tolerance: 1/8" in 10' for grade and alignment of top of forms; 1/4" in 10' for vertical face on longitudinal axis.

C. PRODUCTS
1. Concrete: ASTM C 150, Type 1, Portland cement; ASTM C 33, normal weight aggregates; potable water.
   a. Design Mix: ASTM C 94, 3000 psi, 4000 psi for pavements, 28 day minimum compressive strength.
   b. Slump Limits: 8" minimum with superplasticizer, 3" otherwise.
   c. Air Content: 5 to 8 percent.
   d. Broom finish.
2. Wire Mesh: Welded plain steel wire fabric, ASTM A 185.
3. Reinforcing Bars: Deformed steel bars, ASTM A 615, Grade 60.
4. Fabricated Bar Mats: Steel bar or rod mats, ASTM A 184, using ASTM A 615, Grade 60 steel bars.
5. Joint Dowel Bars: Plain steel bars, ASTM A 615, Grade 60.
6. Hook Bolts: ASTM A 307, Grade A threaded bolts.
7. Liquid-Membrane Forming and Sealing Curing Compound: ASTM C 309, Type I, Class A.
8. Bonding Compound: Polyvinyl acetate or acrylic base.
9. Epoxy Adhesive: ASTM C 881.

--END OF SECTION--

4.2.9. SECTION 02660 - WATER SERVICE PIPING

A. PROJECT INCLUDES

1. Water service system and piping, accessories, and appurtenances for domestic water and fire service.

B. QUALITY CONTROL

1. Testing: Hydrostatic tests at minimum 2 times working pressure for 2 hours.
2. Bacteriological Testing - Per local utility company requirements.

C. PRODUCTS

1. Ductile Iron Pipe 4 Inches and Larger: AWWA C151, Class 50 minimum.
   a. Lining: AWWA C104, cement mortar, seal coated.
   b. Gaskets: AWWA C111.
   c. Ductile Iron and Cast Iron Fittings, AWWA C110 or AWWA C153, 250 psi minimum pressure rating; AWWA C104 cement mortar lining; AWWA C111 rubber gaskets.
2. PVC Pipe 4 Inches and Larger: AWWA C900, Class 150.
   a. Gaskets: ASTM F 477, elastomeric seal.
   b. PVC Couplings and Fittings: AWWA C900 with ASTM F 477 elastomeric seal gaskets.
   c. Ductile Iron and Cast Iron Fittings: AWWA C110, 250 psi pressure rating; AWWA C104 cement mortar lining; AWWA C111 rubber gaskets.
3. Copper Water Tube 2 Inches and Smaller: ASTM B 88, Type K seamless, annealed temper; ANSI B16.22 wrought-copper solder-joint copper fittings.
4. PVC Pipe 3 Inches and Smaller: ASTM D 1785, Schedule 40; Schedule 40 socket-type PVC fittings or elastomeric gasketed joint.
5. Polyethylene Pipe and Tubing 3 Inches and Smaller: AWWA C901; barbed insert type copper alloy or nylon fittings.
6. Couplings: ASTM A 126, gray iron sleeve assembly with followers, rubber gaskets, bolts, nuts, and enamel paint finish.
7. Valves:
   a. Nonrising stem gate valves 3 inches and larger, AWWA C500.
   b. Rising stem gate valves 3 inches and larger, AWWA C500 or AWWA C509.
   c. Nonrising stem gate valves 2 inches and smaller, MSS SP-80.
   d. Valve Accessories: Cast-iron valve boxes, curb stops, and service boxes for curb stops.
   e. Tapping sleeve and tapping valve for new connections larger than 2 inches.
   f. Service clamps and corporation stops for new connections 2 inches and smaller.
8. Anchorages:
   a. Clamps, Straps, and Washers: ASTM A 506, steel.
   b. Rods: ASTM A 575, steel.
   c. Rod Couplings: ASTM A 197, malleable iron.
   d. Bolts: ASTM A 307, steel.
   e. Cast-Iron Washers: ASTM A 126, gray iron.
   f. Concrete Reaction Backing: ASTM C 150, Type I Portland cement for 3000 psi, 28 day minimum compressive strength.
9. Yard Hydrants: Sanitary type.
10. Valve Pits and Meter Pits: Reinforced concrete with ladder and cast-iron manhole frame and cover.
11. Water Meter: Utility company approved water meter.

00200

12. Meter Box: Cast-iron body and cover with lettering.
13. Identification: Metallic-lined plastic underground warning tapes.
14. Fire Service Main Accessories:
    a. Hose House: 16 gage steel with red baked enamel finish, hoses, and nozzles.
    b. Alarm Devices: UL 753 and FM approved including water flow indicators, supervisory switches, and pressure switches.
15. Backflow Preventers - In compliance with the U.S.C. Foundation for Cross Connection Control and Hydraulic Research.

D. SCHEDULE

1. Valve, Hydrant, and Water Meter Schedule: Provide hydrants at 100 spacing at exterior walls of all buildings. Provide separate meters for domestic water, cooling tower water, and irrigation system.

--END OF SECTION--

4.2.10. SECTION 02710 - FOUNDATION DRAINAGE

A. PROJECT INCLUDES

1. Pipe, fittings, and drain bodies for footing drains, floor drains, and vertical wall drainage as recommended by soils report.

B. PRODUCTS

1. Drainage Pipe
    a. Concrete drain tile, ASTM C 412.
    b. PVC pipe, ASTM D 2729.
    c. Cast-iron soil pipe, ASTM D 2729.
    d. Perforated PVC pipe, ASTM D 2729.
    e. Perforated concrete pipe, ASTM C 444 Type 1.
2. Joint Screening
    a. Copper screening, 18-14 mesh.
    b. Corrosion-resistant metal bands.
    c. Synthetic drainage fabric.
    d. Subsurface Drainage Mat for Vertical Surfaces: Composite non-woven geotextile filter fabric of polypropylene or polyester fibers and plastic material to conduct water to drainage at maximum soil pressure.

--END OF SECTION--

4.2.11. SECTION 02720 - STORM AND SANITARY SEWERAGE

A. PROJECT INCLUDES

1. Storm sewerage system piping, manholes, catchbasins, and tap connections.
2. Sanitary sewerage system piping and manholes.

B. PRODUCTS

1. Pipe and Fittings:
    a. Hub and Spigot Cast-Iron Soil Pipe and Fittings: ASTM A 74, gray cast iron for compression gasket joints, class of service as required.
    b. Ductile Iron Pressure Pipe: AWWA C151, Class 50 for push-on joints.
    c. Ductile-Iron Culvert Pipe: ASTM A 716 for push-on joints.

00201

d. Ductile-Iron Sewer Pipe: ASTM A 746, Class 50, for push-on joints.

e. Reinforced Concrete Sewer Pipe and Fittings: ASTM C 76, Class III, Wall B, for rubber gasket joints.

f. Ductile-Iron Pipe Encasement: AWWA C105, polyethylene film tube.

g. Couplings: Rubber or elastomeric compression gasket.

h. Gaskets: Compatible with pipe materials joined.

2. Manholes:

a. Precast Concrete Manholes: ASTM C 478.

b. Manhole Steps: Ductile iron or cast aluminum.

c. Manhole Frames and Covers: ASTM A 536, Grade 60-40-18, heavy-duty ductile iron with lettering.

3. Cleanouts:

a. Cast-Iron.

4. Catch Basins for Storm Sewerage System:

a. Precast Concrete Catch Basins: ASTM C 478 or ASTM C 858.

b. Catch Basin Steps: Ductile iron or cast aluminum.

c. Catch Basin Frames and Grates: ASTM A 536, Grade 60-40-18, heavy-duty ductile iron.

d. Curb Inlets: Precast concrete, stone, or brick conforming to utility standards.

5. Outfalls for Storm Sewerage System: Cast-in-place reinforced concrete pipe, head wall apron, tapered sides, and rip rap.

6. Dry Wells for Storm Sewerage System: ASTM C 858, precast reinforced perforated concrete rings with cast-in-place concrete floor and lift-off concrete cover.

7. Trench Drains for Storm Sewerage System: Interlocking precast polymer concrete modular units with grates, channel caps, and related accessories.

8. Identification: Metallic-lined plastic underground warning tapes.

--END OF SECTION--

4.2.12. SECTION 02800 - SITE IMPROVEMENTS

A. PROJECT INCLUDES

1. Site improvements and furnishings.

B. PRODUCTS

1. Fencing: Steel tube picket type.

2. Benches: Cast-iron and wood type or to match City's streetscape, as required by local zoning.

3. Trash Receptacles: Precast concrete type or to match City's streetscape, as required by local zoning.

4. Bicycle Racks: Galvanized steel or to match City's streetscape, as required by local zoning.

5. Entry Bollards: Precast concrete with integral lighting.

6. Site Lighting: Pole mounted fixtures to match City's streetscape.

7. Site Walls: Custom design.

8. Walkway, Roadway, and Parking Appurtenances: Custom design.

9. Plinth: Custom design.

10. Handicapped accessible ramp/access: As required by code.

11. Tree grates and guards: cast iron to match City's streetscape.

--END OF SECTION--

4.2.13. SECTION 02810 - IRRIGATION SYSTEMS

A. PROJECT INCLUDES

1. Irrigation system pipe, fittings, valves, sprinklers, and automatic controls.

B. QUALITY ASSURANCE

1. Water Coverage for Turf Areas: Minimum 95 percent.
2. Water Coverage for Other Planting Areas: Minimum 85 percent.
3. Testing: Hydrostatic test at 100 psi.

C. PRODUCTS

1. Pressure Pipe: Pipe for pipe 4 inches and less, ASTM D1785 or ASTM D2241 40.
2. Pipe Fittings for PVC Pipe: ASTM D 2466 socket fittings.
3. Valves with brass, bronze or heavy duty plastic bodies:
   a. Automatic Circuit Valves: Globe or angle valves.
4. Backflow Preventer: Cast bronze.
5. Sprinklers:
   a. Flush surface type with fixed pattern.
   b. Bubbler type with fixed pattern.
   c. Shrub riser type with fixed pattern.
   d. Pop-up spray type with fixed pattern.
   e. Pop-up rotary spray type, gear drive.
   f. Drip tube or a miter.
6. Valve Box: Plastic.
7. Valve Box Cover: Plastic, lockable.
8. Automatic Control System:
   a. Interior control enclosure.
   b. Low voltage transformer.
   c. Circuit control.
   d. Timing device.

--END OF SECTION--

4.2.14. SECTION 02831 - FENCES AND GATES

A. PROJECT INCLUDES

1. Decorative metal fence and sliding gates.

B. PRODUCTS

1. Aluminum Extrusions
   a. Extruded from aluminum alloy with minimum yield strength of 35,000 psi.
2. Fasteners shall be stainless steel.
3. Accessories
   a. Aluminum castings shall be used for all post caps, finishes and miscellaneous hardware.

4. Finish shall be in two phases, pre-treatment and final coating. Final coating shall be polyester powder-coat finish system.
5. Frame and Fittings
   a. Horizontal Rails - 1-5/8" "U" shaped channels.
   b. Pickets - 1" square (not welded to rail).
   c. Posts - 2-1/2" square with cap.
   d. Gate Posts - 4" square with cap.
6. Gate Control - Electric Controlled

--END OF SECTION--

4.2.15. SECTION 02900 - LANDSCAPE WORK

A. PROJECT INCLUDES
1. Landscape Work:
   a. Trees, shrubs, and ground cover.
   b. Finish grading and lawns.
   c. Topsoil and soil amendments.
   d. Initial maintenance of landscape materials.
   e. Pruning and relocation of existing plant materials.
   f. Reconditioning existing lawns.

B. QUALITY ASSURANCE
1. Balled and Burlapped or Containerized Plants and Trees: Graded to American Standard for Nursery Stock, ANSI Z60.1. and Grades and Standards for Nursery Plants, Florida Department of Agriculture and Consumer Services.
2. Testing: Laboratory testing for suitable soil amendments and fertilizer.

C. PRODUCTS
1. Plant Materials:
   a. Deciduous trees.
   b. Coniferous and broadleaf evergreen trees and shrubs.
   c. Ground cover.
   d. Plants.
2. Lawns: Sod and seed.
3. Topsoil: From site stockpile with additional fertile, friable topsoil from local source.
4. Soil Amendments:
   a. Lime: Dolomitic limestone.
   b. Aluminum Sulfate: Commercial grade.
   c. Peat Humus: Finely divided peat.
   d. Superphosphate: 20 percent available phosphoric acid.
   e. Sand: Clean, washed sand.
   f. Perlite: NBS PS 23.
   g. Sawdust: Rotted sawdust free of chips and stones.
   h. Manure: Rotted stable manure.
   i. Commercial Fertilizer: Neutral character for plant materials and lawns.
   j. Mulch: Ground or shredded pine bark mulch.

5. Landscape Materials:
   a. Gravel: Water-worn gravel.
   b. Anti-Erosion Mulch: Seed-free salt hay or threshed straw.
   c. Anti-Dessicant: Emulsion type, film-forming.
   d. Plastic Sheet: Black polyethylene, 8 mils.
   e. Filtration Fabric: Water permeable fiberglass or polypropylene fabric.
   f. Wrapping: Tree-wrap tape.
   g. Stakes and Guys: New hardwood, treated softwood, or redwood.
   h. Metal Edging: Commercial steel edging.
   i. Wood Headers and Edging: All heart redwood or pressure treated southern yellow pine.

--END OF SECTION--

4.3. DIVISION 3 - CONCRETE

4.3.1. SECTION 03300 - CAST-IN-PLACE CONCRETE

A. PROJECT INCLUDES
1. Plant-Mixed Cast-In-Place Concrete:
   a. Footings, foundations, and basement walls.
   b. Slabs, columns, beams, and decks.
   c. Paving base and pads.

B. QUALITY ASSURANCE
1. Standards: ACI 318-89, Building Code Requirements for Reinforced Concrete, and CRSI Manual of Standard Practice.
2. Testing: Independent testing laboratory.
3. Floor Flatness and Levelness Tolerances:
   a. Subfloors Under Materials Such as Concrete Toppings, Ceramic Tile, and Sand Bed Terrazzo: ASTM E 1155, floor flatness (Ff) of 15, floor levelness (Fl) of 13.
   b. Subfloors Under Materials Such As Vinyl Tile, Epoxy Toppings, Paint, and Carpet: ASTM E 1155, floor flatness (Ff) of 20, floor levelness (Fl) of 17.

C. PRODUCTS
1. Concrete Design Mixes, ASTM C 94, 28 Day Compressive Strength:
   a. Columns, Beams, Walls, Foundations, and Footings: 3000 psi Minimum.
   b. Slabs on Grade and Paving Base: 4000 psi Minimum.
   c. Concrete on Metal Deck: 3000 psi Minimum.
   d. Exterior Site Concrete and Pads Exposed to Weather: 3000 psi Minimum.
2. Formwork: Plywood or metal panel formwork sufficient for structural and visual requirements.
   a. Special forms for textured finish concrete.
   b. Metal, plastic or paper tubes for cylindrical columns and supports.
3. Reinforcing Materials:
   a. Reinforcing Bars: ASTM A 615, Grade 60, deformed.
   b. Steel Wire: ASTM A 82.
   c. Steel Wire Fabric: ASTM A 185, welded, flat sheets.
   d. Fiber Reinforcement: Engineered polypropylene fibers for secondary reinforcement of slabs.

4. Concrete Materials: ASTM C 150, Type I/II, Portland cement; ASTM C 33 normal weight aggregates; potable water.
   a. ASTM C 33, normal weight aggregates.
   b. ASTM C 330, light weight aggregates.
5. Concrete Admixtures: Containing less than 0.1 percent chloride ions.
   a. Air-Entraining Admixture: ASTM C 260, for exterior exposed concrete and foundations exposed to freeze-thaw.
   b. Water-Reducing Admixture: ASTM C 494, Type A, for placement and workability.
6. Auxiliary Materials:
   a. Reglets: Galvanized sheet steel reglets, minimum 26 gage.
   b. Waterstops: Rubber or PVC waterstops.
   c. Vapor Retarder: ASTM E 154 polyethylene sheet, 8 mils.
   d. Vapor Barrier: Premolded membrane, ASTM E 96, Method B, 0 vapor transmission rate.
   e. Nonslip Aggregate Finish: Fused aluminum oxide granules or crushed emery.
   f. Liquid Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class A.
   g. Water-Based Acrylic Membrane Curing Compound: ASTM C 309, Type 1, Class B.
   h. Evaporation Control Compound: Monomolecular film-forming compound.
   i. Underlayment Compound: Free-flowing, self-leveling cement-based compound.
   j. Bonding Compound: Polyvinyl acetate or acrylic base.
   k. Epoxy Adhesive: ASTM C 881, two-component material.
7. Concrete Finishes For Formed Surfaces:
   a. Surfaces Not Exposed To View: As-cast form finish.
   b. Surfaces Exposed To View: Smooth rubbed finish.
8. Concrete Finishes for Monolithic Slabs:
   a. Scratch finish for surfaces to receive concrete floor topping or mortar setting bed.
   b. Trowel finish for surfaces to be exposed to view or covered with resilient flooring, carpet, tile, or other thin finish system.
   c. Trowel and fine broom finish for surfaces to receive thin-set ceramic or quarry tile.
   d. Nonslip broom finish for exterior concrete platforms, steps, and ramps.

--END OF SECTION--

4.3.2. SECTION 03450 - ARCHITECTURAL PRECAST CONCRETE

A. PROJECT INCLUDES

1. Architectural Precast Concrete may include:
   a. Plain smooth-faced units.
   b. Exposed aggregate units.
   c. Special formed and textured units.
   d. Architectural Precast Concrete Applications:
   e. Exterior wall panels.
   f. Column covers.
   g. Copings and sills.

00206

B. QUALITY ASSURANCE

1. Standards: ACI 318-89, Building Code Requirements for Reinforced Concrete; CRSI Manual of Standard Practice; PCI MNL 117, Manual for Quality Control for Plants and Production of Architectural Precast Concrete Products.
2. Testing: Independent testing laboratory.
3. Fabrication and Erection Tolerance Limits: PCI MNL 117.
4. Mock-Ups: Full-size typical two spandrel module, 15 ft wide. Coordinate with glazing mock-up.

C. PRODUCTS

1. Design Mix: 5000 psi, 28 day compressive strength, 4 to 6 percent total air content.
2. Formwork: Plywood or metal panel formwork sufficient for structural and visual requirements, set with block-outs for reveals and other panel articulation.
3. Reinforcing Materials:
   a. Reinforcing Bars: ASTM A 615, Grade 60, deformed.
   b. Steel Wire: ASTM A 82.
   c. Steel Wire Fabric: ASTM A 185, welded.
   d. Supports for Reinforcement for Exposed to View Concrete: CRSI Class 1, plastic protected legs.
   e. Prestressing Tendons: ASTM A 416, Grade 250, 7-wire stress-relieved strand.
4. Concrete Materials:
   a. White Cement: Portland cement, ASTM C 150, Type I.
   b. Fine Aggregate (in approved color) for Facing Mixes: ASTM C 33.
   c. Coarse Granite Aggregate for Facing Mix: ASTM C 33.
   d. Pigments: Nonfading lime resistant pigments.
5. Concrete Admixtures: Containing less than 0.1 percent chloride ions.
   a. Air-Entraining Admixture: ASTM C 260.
   b. Water-Reducing Admixture: ASTM C 494, type as applicable.
6. Connection Materials:
   a. Steel Plate: ASTM A 283, Grade C.
   b. Steel Shapes: ASTM A 36.
   c. Stainless Steel Shapes: AISI Type 302/304.
   d. Anchor Bolts: ASTM A 307.
   e. Steel Finish: ASTM A 153, galvanizing for exposed steel; primed for non-exposed steel.
7. Grout:
   a. Portland cement, ASTM C 150, Type I; sand, ASTM C 404.
   b. Nonmetallic shrinkage-resistant grout, CE CRD-C621.
8. Surface Finish:
   a. Abrasive medium sand-blast finish.
   b. Exposed aggregate finish.
   c. Smooth, retarded finish.
9. Surface Features:
   a. Multiple finishes on individual panels.
   b. Reveals and special shapes on individual panels.
   c. Special shapes for copings, eves, etc.

--END OF SECTION--

4.3.3. SECTION 03520 - INSULATING CONCRETE DECKS

A. PROJECT INCLUDES

1. Lightweight Low-Density Insulating Concrete:

a. Fill over metal roof decks.

b. Fill over structural concrete.

c. Fill for on-grade constructions.

B. QUALITY ASSURANCE

1. Testing: Independent testing laboratory.

C. PRODUCTS

1. Perlite Aggregate Design Mix:

a. Wet Density at Placement: 38 - 40 pcf, ASTM C 138.

b. Oven Dry Density: 24 to 30 pcf, ASTM C 495.

c. Compressive Strength: Minimum 125 psi, ASTM C 495.

2. Vermiculite Aggregate Design Mix:

a. Wet Density at Placement: 44 - 60 pcf, ASTM C 138.

b. Oven Dry Density: 22 to 28 pcf, ASTM C 495.

c. Compressive Strength: Minimum 125 psi, ASTM C 495.

3. Auxiliary Materials:

a. Portland Cement: ASTM C 150, Type I or Type III.

b. Mineral Aggregate: ASTM C 332, Group I.

c. Sand Aggregate: ASTM C 33.

d. Air Entraining Admixture: ASTM C 260.

e. Control Joint Filler: ASTM C 612, Class 2, glass fiber.

f. Reinforcing Mesh: ASTM A 185, galvanized welded wire fabric.

g. Insulation Board: Rigid polystyrene with keying holes, ASTM C 578.

--END OF SECTION--

4.4. **DIVISION 4 - MASONRY**

4.4.1. SECTION 04200 - UNIT MASONRY

A. PROJECT INCLUDES

1. Unit Masonry Construction:

a. Brick and concrete block cavity walls

b. Concrete block non-bearing partitions.

c. Prefaced concrete block walls.

d. Stone trim built into masonry walls.

e. Freestanding site masonry walls.

B. QUALITY ASSURANCE

1. Standards: ACI 530.1, Specifications for Masonry Structures.

2. Fire Performance: ASTM E 119.

3. Testing: Independent testing laboratory.
4. Field-Constructed Mock-Up: Typical exterior masonry construction.

C. PRODUCTS

1. Face Brick:
   a. Size: Standard, 3-5/8 inches thick by 2-1/4 inches high by 8 inches long.
   b. Grade: ASTM C 216, Grade MW, moderate weathering type.
   c. Special Shapes: As required by building configuration.
   d. Bond Pattern: Running Bond.
2. Concrete Masonry Units:
   a. Hollow Load-Bearing Concrete Masonry Units: ASTM C 90, 1900 psi compressive strength, normal weight.
   b. Size: Face dimension of 7-5/8" x 15-5/8" x 15-5/8".
   c. Concrete Building Brick: ASTM C 55.
   d. Special Finish: Special aggregate, split face finish.
   e. Special Finish: Lightweight concrete units with standard smooth resinous tile facing complying with ASTM C744.
   f. Special Shapes: As required by building configuration.
   g. Bond Pattern: Running Bond.
3. Mortar and Grout:
   a. Mortar Mix: ASTM C 270, Type S, for reinforced masonry, masonry below grade and masonry in contact with earth and ASTM C 270, Type N, for above-grade loadbearing and
   b. Non-loadbearing walls and parapet walls and for interior loadbearing and non-loadbearing partitions.
   c. Mortar Materials: Portland cement, ASTM C 150, Type I or II.
   d. Grout Aggregate: ASTM C 404.
   e. Hydrated Lime: ASTM C 207, Type S.
   f. Color: Natural color.

   -or-

   g. Color: Colored pigmented mortar (at face brick and special finish concrete masonry units).
4. Reinforcing Steel:
   a. Reinforcing Bars: ASTM A 615, Grade 60.
   b. Plain Welded Wire Fabric: ASTM A 185.
5. Joint Reinforcing: Welded wire with deformed side rods.
   a. Steel Wire: 9 gage galvanized steel.
   b. Type: Ladder or truss type.
6. Ties and Anchors:
   a. Bent Wire Ties: Galvanized steel.
   b. Rigid Anchors: Galvanized steel straps.
   c. Screws for Steel Studs: ASTM C 954 organic polymer coated steel drill screws.
   d. Dovetail Slots: Galvanized sheet metal.
   e. Anchor Bolts: ASTM A 307, Grade A, galvanized.
7. Masonry Accessories:
   a. Pre-formed control joint gaskets.
   b. Bond breaker strips.

c. Plastic tubing for weeps.

--END OF SECTION--

4.4.2. SECTION 04405 - EXTERIOR STONEWORK

A. PROJECT INCLUDES

1. Exterior Cut Stonework:

a. Cladding panels.
b. Copings and sills.
c. Trim and molded units.
d. Paving and steps.

B. QUALITY ASSURANCE

1. Testing: Independent testing laboratory.
2. Field-Constructed Mock-Up: Typical exterior panels.

C. PRODUCTS

1. Granite:

a. Building Stone Standard: ASTM C 615.
b. Finish: Polished and thermal.
c. Finish of Paving, Steps, and Risers: Thermal.
d. Type: Color as selected by architect in consultation with Contracting Officer
e. Joints: Elastomeric sealant.
f. Cladding Thickness: 1-1/4 inches plus or minus 1/8 inch.

2. Limestone:

a. Building Stone Standard: ASTM C 568.
b. Finish: Premium buff with honed finish.
c. Type: Color as selected by Architect in conjunction with Contracting Officer.
d. Cladding Thickness: 1-1/4 inches plus or minus 1/16 inch.

3. Framing Support System: Precast concrete panel backup.

--END OF SECTION--

4.5. **DIVISION 5 - METALS**

4.5.1. SECTION 05120 - STRUCTURAL STEEL

A. PROJECT INCLUDES

1. Structural steel for building construction and related anchors, fasteners, and connectors.

B. QUALITY ASSURANCE

1. Standards: AISC, Code of Standard Practice for Steel Buildings and Bridges, and applicable regulations.
2. Testing: Independent testing laboratory.
3. Erection Tolerances: AISC standards.

C. PRODUCTS

1. Steel Materials:

a. Structural Steel Shapes, Plates, and Bars: ASTM A 36 Fy=36 Ksi or ASTM A 572 Fy=50 Ksi.

b. Cold-Formed Steel Tubing: ASTM A 500, Grade B.
c. Hot-Formed Steel Tubing: ASTM A 501.
d. Steel Pipe: ASTM A 53, Type E or S, Grade B; or ASTM A 501.
e. Steel Castings: ASTM A 27, Grade 65-35.
f. Headed Stud-Type Shear Connectors: ASTM A 108, Grade 1015 or 1020.
g. Anchor Bolts: ASTM A 307, non-headed type.
h. Unfinished Threaded Fasteners: ASTM A 307, Grade A.
i. High-Strength Threaded Fasteners: ASTM A 325 or ASTM A 490, as applicable.

2. Auxiliary Materials:

a. Direct Tension Indicators: ASTM A 959.
b. Electrodes for Welding: AWS Code.
c. Structural Steel Primer Paint: SSPC - Paint 2, oil alkyd.
d. Cement Grout: Portland cement, sand.
e. Nonmetallic Shrinkage-Resistant Grout: Premixed nonmetallic grouting compound, CE CRD-C621.

--END OF SECTION--

4.5.2. SECTION 05220 - STEEL JOISTS AND JOIST GIRDERS

A. PROJECT INCLUDES

1. Steel joists and joist girders for roof framing.

B. QUALITY ASSURANCE

1. Standards: Steel Joist Institute Standard Specifications.

C. PRODUCTS

1. Steel Materials:

a. Type: K, LH or DLH-series open web steel joists.
b. Steel: SJI specifications for chord and web sections.
c. Steel Bearing Plates: ASTM A 36.

2. Auxiliary Materials:

a. Unfinished Threaded Fasteners: ASTM A 307, Grade A.
b. Steel Prime Paint: SJI specifications.

--END OF SECTION--

4.5.3. SECTION 05310 - STEEL DECK

A. PROJECT INCLUDES

1. Steel Floor and Roof Deck Units:

a. Acoustical deck multiple-pan cellular units.
b. Non-composite steel form deck.
c. Cellular metal deck units, double-cell units.
d. Composite steel deck.

B. QUALITY ASSURANCE

1. Standards: AISI, Specification for the Design of Cold-Formed Steel Structural Members; and SDI Design Manual for Composite Decks, Form Decks, and Roof Decks.

2. Approvals: UL label and FM listing.

C. PRODUCTS

1. Steel Materials and Finish:

   a. Type: Steel for galvanized metal deck, ASTM A 446.
   b. Steel Shapes: ASTM A 36 Fy=36 KSI or ASTM A 572 Fy=50 Ksi.
   c. Shear Connectors: Headed stud type, ASTM A 108.
   d. Sheet Metal Accessories: ASTM A 526, commercial quality, galvanized.
   e. Galvanizing: ASTM A 525, G60.
   f. Galvanizing Repair: ASTM A 780.

2. Auxiliary Materials:

   a. Metal cover plates.
   b. Metal closure strips.
   c. Roof sump pans.
   d. Flexible closure strips.
   e. Acoustic sound barrier closures.

--END OF SECTION--

4.5.4. SECTION 05400 - COLD-FORMED METAL FRAMING

A. PROJECT INCLUDES

1. Cold-Formed Metal Framing Units:

   a. Bracing of exterior masonry veneer.
   b. Bracing of exterior cladding.
   c. Support of roof structures.
   d. Support of structures.

B. QUALITY ASSURANCE

1. Standards: AISI, Specification for Design of Cold-Formed Steel Structural Members.
2. Deflection Criteria: L/720 for exterior brick veneer, maximum 3/10 inch under full live and dead loads.
3. Fabrication Tolerances: 1/8" in 10'.
4. Erection Tolerances: 1/16".

C. PRODUCTS

1. Cold-Formed Metal Framing Materials:

   a. Stud Type: C-shaped load-bearing steel studs.
   b. Joist Type: C-shaped steel joists.
   c. Units 16 gage and heavier: ASTM A 446, A 570, or A 611, yield point 40 KSI.
   d. Units 18 gage and lighter: ASTM A 446, A 570, or A 611, yield point 33 KSI.
   e. Finish: Galvanized, ASTM A 525, G60.

2. Auxiliary Materials:

   a. Fasteners.
   b. Electrodes for welding.
   c. Galvanizing repair, ASTM A 780.

--END OF SECTION--

4.5.5. SECTION 05500 - METAL FABRICATIONS

A. PROJECT INCLUDES

1. Metal Fabrications:

a. Metal stairs.
b. Steel pipe railings.
c. Ladders for elevator pits.
d. Ladders and safety cages.
e. Ship's ladders.
f. Nosings.
g. Cast treads and thresholds.
h. Loose bearing and leveling plates.
i. Loose steel lintels.
j. Framing and supports for overhead doors.
k. Framing and supports for suspended toilet partitions.
l. Framing and supports for suspended folding partitions.
m. Framing and supports for suspended operable partitions.
n. Prefabricated building columns.
o. Miscellaneous steel trim.
p. Shelf and relieving angles.
q. Structural steel door frames for overhead doors.
r. Metal bar gratings.
s. Expanded metal gratings.
t. Floor plate and supports.
u. Tread plate and supports.
v. Pipe bollards.
w. Elevator entrance sill angles.
x. Rough hardware.

B. QUALITY ASSURANCE

1. Design Engineering: Registered engineer.
2. Handrail and Railing Structural Performance: ASTM E 985.

C. PRODUCTS

1. Ferrous Materials:

a. Steel Plates, Shapes and Bars: ASTM A 36.
b. Rolled Steel Floor Plates: ASTM A 786.
c. Steel Bars for Gratings: ASTM A 569 or A 36.
d. Wire Rod for Grating Cross Bars: ASTM A 510.
e. Steel Tubing: ASTM A 500 or A 501.
f. Uncoated Structural Steel Sheet: ASTM A 611 or A 570.
g. Uncoated Steel Sheet: ASTM A 366 or A 569.
h. Galvanized Steel Sheet, Structural Quality: ASTM A 446, Grade A, G90.
i. Galvanized Steel Sheet, Commercial Quality: ASTM A 526, G90.
j. Steel Pipe, Black Finish: ASTM A 53.
k. Steel Pipe, Galvanized Finish: ASTM A 53.

l. Gray Iron Castings: ASTM A 48, Class 30.
m. Malleable Iron Castings: ASTM A 47, grade 32510.
n. Reinforcing Bars: ASTM A 615, Grade 60.
o. Brackets, Flanges, and Anchors: Cast or formed metal.
p. Concrete Inserts: Threaded or wedge type.
q. Welding Rods and Bare Electrodes: AWS specifications.
r. Zinc-Coating: Hot-dip galvanized coating for materials in exterior assemblies or exterior walls.

2. Stainless Steel Materials:
   a. Bar Stock: ASTM A 276, Type 302 or 304.
   b. Plate: ASTM A 167, Type 302 or 304.
3. Aluminum Materials:
   a. Extruded Bars and Shapes: ASTM B 221 aluminum alloy.
   b. Rolled Tread Plate: ASTM B 632 aluminum alloy.
   c. Rivets: ASTM B 316, aluminum alloy.
   d. Sheet for Expanded Aluminum Grating: ASTM B 209.
   e. Fasteners: ASTM A 153.
   f. Finish: Clear anodized.
4. Fasteners:
   a. Bolts and Nuts: Hexagon head type, ASTM A 307, Grade A.
   b. Lag Bolts: Square head, FS FF-B-561.
   c. Machine Screws: Cadmium plated steel, FS FF-S-92.
   d. Wood Screws: Flat head carbon steel, FS FF-S-111.
   e. Plain Washers: Round carbon steel, FS FF-W-92.
   f. Drilled-In Expansion Anchors: FS FF-S-325.
   g. Toggle Bolts: Tumble-wing type, FS FF-B-588.
   h. Lock Washers: Spring type carbon steel, FS FF-W-84.
   i. Zinc-Coating: Fasteners in exterior assemblies or exterior walls.
5. Auxiliary Materials:
   a. Non-shrink Metallic Grout: CE CRD-C621.
   b. Non-shrink Nonmetallic Grout: CE CRD-C621.
   c. Interior Anchoring Cement: Hydraulic expansion cement.
   d. Exterior/Interior Anchoring Cement: Erosion-resistant hydraulic expansion cement.
   e. Shop Primer: Alkyd primer, FS TT-P-645.
   f. Galvanizing Repair Paint: SSPC - Paint 20.
   g. Bituminous Paint: Asphalt mastic, SSPC - Paint 12.
   h. Zinc Chromate Primer: FS TT-P-645.

--END OF SECTION--

4.5.6. SECTION 05521 - PIPES AND TUBE RAILINGS

A. PROJECT INCLUDES:
   1. Pipe and tube handrails and railing systems.

B. QUALITY ASSURANCE
   1. Design Engineering: Registered engineer

2. Handrail and Railing Structural Performance: ASTM E 985.

C. PRODUCTS

1. Aluminum Pipe and Tube Railing Systems:
   a. Extruded Bar and Tube: ASTM B 221, alloy 6063 T5/T52.
   b. Extruded Structural Pipe and Tube: ASTM B 429, alloy 6063 T5/T52.
   c. Drawn Seamless Tube: ASTM B 210, alloy 6063 T832.
   d. Plate and Sheet: ASTM B 209, alloy 6061 T6.
   e. Die and Hand Forgings: ASTM B 247, alloy 6061 T6.
   f. Castings: ASTM B 26, alloy A356 T6.
   g. Finish: Clear anodized.
2. Stainless Steel Pipe and Tube Railing Systems:
   a. Tubing: ASTM A 554, Grade TP 304 or TP 316.
   b. Pipe: ASTM A 312, Grade TP 304 or TP 316.
   c. Castings: ASTM A 743, Grade CF 8 or CF 20.
   d. Plate: ASTM A 167, Type 304 or 316.
   e. Finish: AISI No. 4 bright directional polish.
3. Steel Pipe and Tube Railing Systems:
   a. Steel Pipe, Black Finish: ASTM A 53.
   b. Steel Pipe, Galvanized Finish: ASTM A 53.
   c. Steel Tubing: ASTM A 500 or A 501.
   d. Steel Plates, Shapes and Bars: ASTM A 36.
   e. Gray Iron Castings: ASTM A 48, Class 30.
   f. Malleable Iron Castings: ASTM A 47, Grade 32510.
   g. Finish: Galvanized.
4. Auxiliary Materials:
   a. Non-shrink Nonmetallic Grout: CE CRD-C621.
   b. Interior Anchoring Cement: Hydraulic expansion cement.
   c. Exterior/Interior Anchoring Cement: Erosion-resistant hydraulic expansion cement.
   d. Shop Primer: Alkyd primer, FS TT-P-645.
   e. Galvanizing Repair Paint: SSPC - Paint 20.
   f. Bituminous Paint: Asphalt mastic, SSPC - Paint 12.
   g. Zinc Chromate Primer: FS TT-P-645.

--END OF SECTION--

4.5.7. SECTION 05580 - SHEET METAL FABRICATIONS

A. PROJECT INCLUDES

1. Sheet Metal Fabrications:
   a. Closures and trim.
   b. Window stools.
   c. Pockets for window treatment.
   d. Filler panels.
   e. Lighting troughs.
   f. Heating-cooling unit enclosures.

B. PRODUCTS

1. Sheet Metals:

a. Steel Sheet, Galvanized: ASTM A 526 or A 527, G90

b. Steel Sheet, Zinc-Coated: ASTM A 591, Class C.

c. Steel Sheet, Uncoated: ASTM A 366, Class I.

d. Stainless Steel Sheet: ASTM A 167, Type 302 or 304.

e. Aluminum Sheet: ASTM B 209, alloy 5005 H15.

2. Auxiliary Materials:

a. Sound Deadening Insulation: Unfaced miner fiber batt.

b. Welding Electrodes and Filler Metal: AWS specifications.

c. Fasteners, Anchors, and Inserts: Non-corrosive.

d. Gaskets: Flexible cellular neoprene, ASTM D 1056.

e. Bituminous Paint: Asphalt mastic, SSPC - Paint 12.

3. Finishes:

a. Aluminum: Fluoropolymer, Kynar 500.

b. Stainless Steel: AISI No. 8, mirror-like reflective non-directional polish.

c. Steel: Galvanized and shop primed.

--END OF SECTION--

4.5.8. SECTION 05720 - ORNAMENTAL HANDRAILS AND RAILINGS

A. PROJECT INCLUDES

1. Ornamental metal handrail and railing systems.

2. Ornamental glass-supported handrail and railing systems.

B. QUALITY ASSURANCE

1. Design Engineering: Registered engineer.

2. Handrail and Railing Structural Performance: ASTM E 985.

3. Safety Glazing Standard: ANSI Z97.1.

C. PRODUCTS

1. Stainless Steel:

a. Tubing: ASTM A 554, Grade MT 301, 302 or 304.

b. Pipe: ASTM A 312, Grade TP 304.

c. Castings: ASTM A 743, Grade CF 8 or CF 20.

d. Plate: ASTM A 167, Type 301, 302 or 304.

e. Finish: AISI No. 7, satin reflective directional polish.

2. Steel and Iron:

a. Steel Tubing: ASTM A 500 or A 501.

b. Steel Plates, Shapes, and Bars: ASTM A 36.

c. Gray Iron Castings: ASTM A 48, Class 30.

d. Malleable Iron Castings: ASTM A 47.

e. Finish: Galvanized and shop primed.

3. Glass Components:
   a. Tempered Glass: ASTM C 1048, Kind FT, Condition A.
   b. Glass Color: Transparent.
4. Auxiliary Materials:
   a. Non-shrink Nonmetallic Grout: CE CRD-C621.
   b. Welding Electrodes and Filler Metal: AWS specifications.
   c. Fasteners, Anchors, and Inserts: Non-corrosive.
   d. Exterior/Interior Anchoring Cement: Erosion-resistant hydraulic expansion cement.
   e. Shop Primer: Alkyd primer, FS TT-P-645.
   f. Galvanizing Repair Paint: SSPC - Paint 20.
   g. Bituminous Paint: Asphalt mastic, SSPC - Paint 12.
   h. Zinc Chromate Primer: FS TT-P-645.

--END OF SECTION--

4.6. DIVISION 6 - WOOD AND PLASTICS

4.6.1. SECTION 06100 - ROUGH CARPENTRY

A. PROJECT INCLUDES
1. Rough Carpentry:
   a. Rooftop equipment bases and support curbs.
   b. Wood grounds, nailers, and blocking.
   c. Wood furring.
   d. Underlayment.

B. QUALITY STANDARDS
1. Lumber Standards and Grade Stamps: PS 20, American Softwood Lumber Standard and inspection agency grade stamps.
2. Preservative Treatment: AWPA C2 for lumber and AWPA C9 for plywood; waterborne pressure treatment.
3. Fire-Retardant Treatment: AWPA C20 for lumber and AWPA C27 for plywood; non-corrosive type.

C. PRODUCTS
1. Dimension Lumber:
   a. Light Framing: Stud, No. 3 or Standard grade.
   b. Structural Framing: Select structural No. 1 grade.
   c. Species: Any species of grade indicated.
   d. Exposed Framing: Appearance grade.
2. Boards:
   a. Exposed Boards: 15 percent moisture content.
   b. Concealed Boards: 19 percent moisture content.
3. Miscellaneous Lumber:
   a. Moisture Content: 19 percent.
   b. Grade: Standard grade light framing.
4. Construction Panels:
   a. Plywood Underlayment for Resilient Flooring: APA Underlayment Exterior.

b. Construction Panel Underlayment for Resilient Flooring: APA Sturd-I-Floor, Exterior.
c. Construction Panel Underlayment for Ceramic Tile: APA Sturd-I-Floor, Exposure 1.
d. Plywood Underlayment for Carpet: APA Underlayment Exposure 1.

5. Particleboard:
   a. Underlayment: ANSI A 208.1, grade 1-M-1, grade marked.
   b. Sub-flooring: ANSI A 208.1, grade 2-M-W (waferboard) or Grade 2-M-3.
6. Gypsum Sheathing:
   a. Material: Glass-fiber-surfaced gypsum sheathing board.
   b. Type: Type X fire-resistant ASTM C 79.
7. Plastic Board Sheathing:
   a. Material: Polyisocyanurate, FS HH-I-1972/1 for Class 2.
8. Auxiliary Materials:
   a. Air Infiltration Barrier: High density polyethylene.
   b. Sill Sealer Gaskets: Glass fiber strip resilient insulation.
   c. Framing Anchors and Fasteners: Non-corrosive, suitable for load and exposure.

--END OF SECTION--

4.6.2. SECTION 06402 - INTERIOR ARCHITECTURAL WOODWORK

A. PROJECT INCLUDES
1. Interior Architectural Woodwork:
   a. Standing and running trim and rails.
   b. Casework and countertops.
   c. Flush wood paneling.
   d. Ornamental items.
   e. Door frames.

B. QUALITY ASSURANCE
1. Standards: Architectural Woodwork Institute (AWI) "Architectural Woodwork Quality Standards."
2. Fire-Retardant Treatment:
   a. Lumber: AWPA C20, non-corrosive interior type.
   b. Plywood: AWPA C27, non-corrosive interior type.
3. Formaldehyde Emission Levels:
   a. Particleboard: NPA 8 compliance.
   b. Medium Density Fiberboard: NPA 9 compliance.
   c. Hardwood Plywood: HPMA FE compliance.

C. PRODUCTS
1. Interior Standing and Running Trim and Rails:
   a. Species for Transparent Finish: Rift sawn white oak or comparable quality.
   b. Grade: Premium
2. Interior Wood Casework (WD):
   a. Species for Transparent Finish (WD): Rift sawn/cut white oak or comparable quality.
   b. Grade: Premium
   c. Face Style: Flush

d. Frame Fabrication: Face frame
e. Grain Matching: Vertical
f. Veneer Matching of Leaves: End
g. Veneer Matching In Panel Face: Slip

3. Interior Laminate-Clad Casework:
   a. Laminate (PL): High pressure decorative laminate, NEMA LD-3.
   b. Grade: Premium
   c. Face Style: Flush
   d. Frame Fabrication: Face frame.
4. Casework Hardware and Auxiliary Materials:
   a. Hardware Standard: ANSI/BHMA A156.9
   b. Hardware Finish and Base Metal: Satin stainless steel
   c. Glass: Clear tempered glass, ASTM C 1048.
   d. Ballistic Resistant Material: In conformance with requirements of the U.S. Courts Design Guide.
5. Interior Laminate-Clad Countertops:
   a. Laminate (PL): High pressure decorative laminate, NEMA LD-3.
   b. Grade: Custom
   c. Core: As allowed by grade
   d. Edge: Matching laminate with solid color core
6. Flush Wood Paneling:
   a. Species for Transparent Finish (WD): Rift cut white oak or comparable quality
   b. Grade: Premium
   c. Core: Particleboard
   d. Veneer Matching of Leaves: End
   e. Veneer Matching In Panel Face: Balance
   f. Panel Matching Method: Pre-manufactured Sets
7. Interior Ornamental Items:
   a. Species for Transparent Finish: Rift sawn white oak or comparable quality
   b. Grade: Premium
8. Auxiliary Materials:
   a. Screws: FS FF-S-111.
   b. Nails: FS FF-N-105.
   c. Anchors: Type required for secure anchorage.
9. Factory Finishing:
   a. Transparent Finish (WD): Premium grade with stain with dull satin sheen.
   b. Opaque Finish: Premium grade with dull satin finish

--END OF SECTION--

4.6.3. SECTION 06420 - PANELWORK

A. PROJECT INCLUDES

1. Custom Panelwork:

a. Flush wood paneling.

B. QUALITY ASSURANCE

1. Standards: Architectural Woodwork Institute (AWI) "Architectural Woodwork Quality Standards."
2. Fire-Retardant Treatment:
   a. Lumber: AWPA C20, non-corrosive interior type.
   b. Plywood: AWPA C27, non-corrosive interior type.
   c. Particleboard: ASTM E 84 flame spread 20 or less, smoke developed 25 or less.
3. Formaldehyde Emission Levels:
   a. Particleboard: NPA 8 compliance.
   b. Medium Density Fiberboard: NPA 9 compliance.
   c. Hardwood Plywood: HPMA FE compliance.
4. Mock-Ups: Field constructed mock-ups.

C. PRODUCTS

1. Flush Wood Paneling:
   a. Species for Transparent Finish (WD): Rift sliced white oak or comparable quality.
   b. Grade: Premium
   c. Core: Particleboard
   d. Veneer Matching of Leaves: End
   e. Veneer Matching In Panel Face: Balance
   f. Panel Matching Method: Pre-manufactured sets
2. Auxiliary Materials:
   a. Screws: FS FF-S-111.
   b. Nails: FS FF-N-105.
   c. Anchors: Type required for secure anchorage.
3. Factory Finishing:
   a. Transparent Finish (WD): Premium grade with stain with dull satin sheen.
   b. Opaque Finish: Custom grade with bright rubbed semi-gloss sheen.

--END OF SECTION--

4.6.4. SECTION 06650 - SOLID POLYMER FABRICATIONS

A. PROJECT INCLUDES

1. Solid Polymer Fabrications
   a. Project Includes: Solid Polymer Fabrications - non-porous sheet and shape products.

      Vanity Tops
      Public Counter Tops
      Window Stools

B. QUALITY ASSURANCE

1. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this Section with minimum five years documented experience.
2. Installer Qualifications: Certified Fabricator/Installer with minimum of three years of documented experience in working with the products of the approved manufacturer and certified by the manufacturer as an authorized fabricator.

3. Allowable Tolerances
   a. Variation in component size: ±1/8"
   b. Location of openings: ±1/8" from indicated location.
4. Mock-Up:
   a. Prior to final approval of shop drawings, erect at project site one full size mock-up of each component required, for Architect's review.
   b. Should mock-up not be approved, re-fabricate and reinstall until approval is secured. Remove rejected units from project site.
   c. Approved mock-ups may remain as part of finished work.

C. PRODUCTS

1. SOLID POLYMER FABRICATIONS (PF):
   a. Cast, filled, acrylic; not coated, laminated or of composite construction, meeting ANSI Z124, Type Six, and Fed. Spec. WW-P-541/GEN.
   b. Provide material with minimum physical and performance properties specified.
   c. Repairable superficial damage to a depth of 0.10" by sanding or polishing.
   d. Material Thickness: 3/4"
   e. Performance Characteristics:

PROPERTY	REQUIREMENT	TEST PROCEDURE
Tensile Strength	4500-6000 PSI	ASTM D638
Tensile Modulus	1.5 x 10' psi	ASTM D638
Elongation	0.4% min.	ASTM D638
Hardness	94 56	Rockwell "M" Scale Barcol Impresser
Gloss	5-20 (60° Gardner)	ANSI Z124 HUD Bulletin UM-73-84
Color Stability	No change, 200 hours	NEMA LD3
Wear and Cleanability	Passes	ANSI Z124 HUD Bulletin UM-73-84a
Flammability	1/2", 3/4" SHEET Flame Spread 15 Smoke Developed 30 Class I	ASTM E84
Water Absorption	24 Hr. / Long Term	ASTM D570
Weight (% Max.)	0.04 / 0.4 (1/2" 3/4")	
Izod Impact	0.28 ft.-lb./in. minimum (Method A)	ASTM D256
Impact Resistance	No fracture	NEMA LD3
Sheets	1/4" slab-36" drop 1/2" slab-36" drop 3/4" slab-36" drop	1/2 lb. ball 1 lb. ball 2 lb. ball
Thermal Expansion	3.02×10^{-5} ASTM D696	
Boiling Water SurfaceResistance	No visible change	NEMA LD3
High Temperature Resistance (500 F)	No change	NEMA LD3
Stain Resistance	Passes	ANSI Z124
Weatherability	No change, 1000 hours	ASTM D1499
Specific Gravity**	1.8 standard colors	ASTM D570

1.6 Sierra colors

** Approximate weight per square foot for standard colors: 3/4", 7.0 lb. For speckled colors: 3/4", 6.6 lb.

2. Accessory Products:

a. Joint Adhesive: Provide manufacturer's standard two-part adhesive kit.

b. Sealant: Manufacturer's standard mildew-resistant silicone sealant in colors matching components, as approved by Architect.

c. Panel Adhesive: Manufacturer's standard neoprene-based panel adhesive meeting ANSI A136.1

--END OF SECTION--

4.7. DIVISION 7 - THERMAL AND MOISTURE PROTECTION

4.7.1. SECTION 07110 - SHEET MEMBRANE WATERPROOFING

A. PROJECT INCLUDES

1. Sheet Membrane Waterproofing Systems:

a. Exterior decks.

b. Concrete slabs on grade.

c. Foundation walls and footings.

B. QUALITY ASSURANCE

1. Testing: Flood testing of horizontal applications.

C. PRODUCTS

1. Modified Bitumen Sheet Waterproofing: Modified Bitumen sheets, 1/8 inch thick, tensile strength 1400 psi, ASTM D 412.

2. Flashing Materials and Protection Board: Compatible with membrane waterproofing.

3. Drainage Fabric: Woven filter fabric glued to gridded plastic drainage mat.

--END OF SECTION--

4.7.2. SECTION 07130 - BENTONITE WATERPROOFING

A. PROJECT INCLUDES

1. Bentonite Waterproofing Systems:

a. Foundation walls and footings at elevator pits.

B. PRODUCTS

1. Bentonite Panels, Kraft Board Type: Kraft board panels 3/16 inch thick containing 1.0 pound per square foot of bentonite.

2. Granular Bentonite: Dust-free bentonite granules, packaged in moisture proof bags.

3. Plastic Bentonite: Hydrated bentonite gel, minimum 3/16 inch thick at surfaces and 3/8 inch thick at construction joints.

4. Protection Board: Compatible with bentonite waterproofing.

--END OF SECTION--

4.7.3. SECTION 07175 - WATER REPELLENTS

A. PROJECT INCLUDES

1. Water Repellents for Vertical Surfaces:

a. Exterior application.

b. All poured in place and precast concrete surfaces.
c. Unit masonry surfaces.
d. Stonework surfaces.
e. Exposed aggregate surfaces.

B. PRODUCTS

1. Water Repellents:

a. Appearance: Clear, non-gloss, non-yellowing.
b. Vapor Transmission: Breathing type, non vapor barrier.
c. Film Forming Sealers: Solvent-based silicone.
d. Penetrating Sealers (Not Visible): Solvent-based siloxane.
e. Application Rate: Suitable for substrate and project conditions.

--END OF SECTION--

4.7.4. SECTION 07210 - BUILDING INSULATION

A. PROJECT INCLUDES

1. Building Insulation and Vapor Retarders:

a. Foundation walls and under slabs-on-grade, board type.
b. Thermal insulation in exterior cavity walls, board type.
c. Thermal insulation in masonry cells, loose fill type.
d. Thermal insulation in exterior walls, blanket type.
e. Thermal insulation at underside of roofs, over heated spaces and over soffits, blanket type.
f. Thermal insulation over unheated areas, blanket type.
g. Acoustic insulation at interior partitions, blanket type.
h. Firesafing insulation, board or blanket type.
i. Sheet vapor retarders.

B. PRODUCTS

1. Board Insulation:

a. Type: Polyisocyanurate board, rigid, FS HH-I-1972/1, Class 2.
b. Vapor Retarder: Integral vapor retarder as required for application.

2. Blanket/Batt Insulation:

a. Type: Glass fiber or mineral slag fiber, ASTM C 665, Type I (unfaced).
b. Type: Glass fiber or mineral slag fiber, ASTM C 665, Type III (foil-scrim-kraft vapor-retarder membrane).

3. Loose Fill Insulation:

a. Type: Loose granular vermiculite, ASTM C 516, Type II.

4. Vapor Retarder (Not Integral with Insulation):

a. Type: Reinforced 2-ply polyethylene, 6 to 8 mils.

5. Accessories:

a. Adhesives and mechanical anchors.
b. Protection board.
c. Crack sealers and tapes.

--END OF SECTION--

4.7.5. SECTION 07250 - FIREPROOFING

A. PROJECT INCLUDES

1. Fireproofing for building structure.

B. QUALITY ASSURANCE

1. Fire Performance: ASTM E 119, and local regulations.

C. PRODUCTS

1. Concealed Sprayed-On Fireproofing:

a. Type: Mineral fiber, 13 pounds per cubic foot dry density, ASTM E 605.

b. Auxiliary Materials: Primers, adhesive, lath, and reinforcing fabric.

c. Sealer for Mineral-Fiber Fireproofing: Clear-drying protective coating for non-dusting applications.

2. Exposed Sprayed-On Fireproofing:

a. Type: High density cementitious fireproofing, cement-aggregate or mineral-fiber formulation.

b. Auxiliary Materials: Primers, adhesive, lath, and reinforcing fabric.

c. Sealer for Mineral-Fiber Fireproofing: Clear-drying protective coating for non-dusting applications.

3. Mineral Fiber Board Fireproofing:

a. Type: Semi-refractory fiber board, faced.

b. Auxiliary Materials: Anchorage assemblies required for fire rating and attachment.

--END OF SECTION--

4.7.6. SECTION 07320 - ROOFING TILES

A. PROJECT INCLUDES

1. Roofing tiles for roofing applications.

B. QUALITY ASSURANCE

1. Field-Constructed Mock-Up: Typical area.

a.

b. Type: Mission barrel design -or-

c. Accessories: Hip and ridge tiles; felt, ASTM D 226; rubberized asphalt perimeter underlayment; metal flashing and fasteners.

d. Specialties: Hurricane clips.

2. Concrete Roofing Tiles:

a. Type: Spanish S design -or-

b. Type: Mission barrel design.

c. Accessories: Hip and ridge tiles; felt, ASTM D 226; rubberized asphalt perimeter underlayment; metal flashing and fasteners.

d. Specialties: Hurricane clips.

-- END OF SECTION --

4.7.7. SECTION 07411 - MANUFACTURED ROOF PANELS

A. PROJECT INCLUDES

1. Manufactured Roof Panels:

a. Formed roof panels with applied battens.
b. Standing seam roof panels with lapped seams.
c. Factory-assembled insulated roof panels with special seams.
d. Standing seam roof panels for machine seaming.

B. QUALITY ASSURANCE
1. Wind Uplift: UL 580 for [Class 90] wind uplift resistance.
2. Fire Resistance Rating: UL Fire Resistance Directory, [2 hour] assembly rating.

C. WARRANTY
1. Finish Warranty: 20 years.

D. PRODUCTS
1. Manufactured Roof Panels:
a. Sheet Materials: Aluminum-zinc alloy coated steel sheet, ASTM A 792, with Class AZ-50 coating, 24 gauge.
b. Panel Core: Polyisocyanurate board insulation.
c. Finish: Fluoropolymer, Kynar-500.
2. Panel Supports and Anchorage:
a. Roof Purlin: C or Z shaped sections, 16 gauge steel, shop painted.
b. Eave Struts: C shaped sections, 16 gauge steel, shop-painted.
c. Flange and Sag Bracing: 16 gauge steel, shop-painted.
d. Base and Sill Angles: 14 gauge galvanized steel.
e. Secondary Structural Members: 14 gauge galvanized steel.

--END OF SECTION--

4.7.8. SECTION 07511 - BUILT-UP ASPHALT ROOFING

A. PROJECT INCLUDES
1. Built-up asphalt roofing system and roof insulation.

B. QUALITY ASSURANCE
1. Listing: UL Class A external fire exposure, and Class 90 wind uplift.
2. Listing: FM Class I construction.

C. WARRANTY
1. Roofing Warranty: Manufacturer's 20 year warranty.

D. PRODUCTS
1. Asphalt Roofing:
a. Type: Aggregate surfaced, 4 ply.
b. Felt: Asphalt/glass-fiber felts.
c. Deck Type: Insulated deck.
2. Auxiliary Materials:
a. Vapor Retarder: Bituminous vapor retarder.
b. Insulation: Polyisocyanurate foam board.
c. Surfacing Aggregate: Crushed stone.
d. Walkway Protection Boards: Compatible with system.

00225

e. Sheet Metal Accessories: SMACNA and NRCA recommendations.

--END OF SECTION--

4.7.9. SECTION 07600 - FLASHING AND SHEET METAL

A. PROJECT INCLUDES

1. Flashing and Sheet Metal:

a. Metal counterflashing and base flashing.
b. Exterior wall flashing and expansion joints.
c. Built-in metal valleys, gutters, and scuppers.
d. Gutters and downspouts.
e. .Exposed metal trim and fascia units.
f. Elastic flashing.
g. Elastic roof and wall expansion joint systems.
h. Laminated composition flashing.
i. Sheet metal accessories.

B. PRODUCTS

1. Sheet Metal Flashing and Trim:

a. Copper: ASTM B 370, 16 ounces per square foot.

2. Flexible Sheet Membrane Flashing: Non-reinforced flexible black elastic sheet, 50 to 65 mils thick, neoprene.

3. Laminated Composition Sheet Flashing: 3 ounce copper sheet laminated between 2 layers of bituminous impregnated Kraft paper or saturated fabric.

4. Fabricated Units: Compliance with SMACNA Architectural Sheet Metal Manual.

5. Elastic Expansion Joints: Factory-fabricated metal-flanged edges to fit curbs and curb substrate.

6. Auxiliary Materials:

a. Solder compatible with metal.
b. Bituminous isolation coating.
c. Mastic and elastomeric sealants.
d. Epoxy seam sealer.
e. Rosin-sized building paper slip sheet.
f. Polyethylene underlayment.
g. Reglets and metal accessories.
h. Gutter and conductor head guards.
i. Asphaltic roofing cement.

--END OF SECTION--

4.7.10. SECTION 07700 - ROOF SPECIALTIES AND ACCESSORIES

A. PROJECT INCLUDES

1. Roof Specialties and Accessories:

a. Roof hatches (scuttles).
b. Vertical type gravity ventilators.
c. Curb and equipment support units.
d. Curb-set roof expansion joints.

B. QUALITY ASSURANCE

1. Insurance Requirements: FM approval or acceptance.

C. PRODUCTS

1. Roof Hatches:

   a. Lid: Insulated metal lid.
   b. Framing: Zinc-coated steel.
   c. Curb Type: Insulated double wall curb.
   d. Size: 2'-6" X 5'-0"

2. Vertical-Type Gravity Ventilators:

   a. Type: Curb-mounted vertical-type gravity ventilators.
   b. Materials: Sheet aluminum.
   c. Dampers: Manual operation.
   d. Screens: Insect screens.

3. Curb and Equipment Support Units:

   a. Type: Designed for roof type and equipment.
   b. Materials: Steel, 14 gage, baked enamel finish.

4. Curb-Set Roof Expansion Joints:

   a. Type: Prefabricated expansion joints for installation on raised curbs.
   b. Materials: Extruded aluminum with waterproof bellows.

5. Auxiliary Materials:

   a. Curb for installation in metal roof.
   b. Security grilles.

--END OF SECTION--

4.7.11. SECTION 07710 - MANUFACTURED ROOF SPECIALTIES

A. PROJECT INCLUDES

1. Prefabricated Roof Specialties:

   a. Fascia systems.
   b. Fascia and gravel stop systems.
   c. Fascia panel support systems.
   d. Aluminum copings.

B. QUALITY ASSURANCE

1. Insurance Requirements: FM approval or acceptance.

C. PRODUCTS

1. Fascia Systems:

   a. Type: Standard modular panels, trim, closure strips, and accessories.
   b. Materials: Extruded aluminum panels, 0.60 inch thick.

2. Fascia and Gravel Stops: Aluminum sheet, 0.050 inch thick interlocking with 26 gage formed zinc-coated steel water dam/hold down clip, compression clamp, and compression pad.

3. Metal Fascia Panel Support Systems: Horizontal girts and vertical framing members sized for required wind pressure loading.

4. Aluminum Copings: Interlocking multi-part coping system, 0.063 inch thick aluminum sheet, 24 gage zinc-coated steel anchor plate, and formed aluminum gutter.

5. Finishes:
   a. Aluminum Finish: Fluoropolymer, Kynar 500 or equivalent.
   b. Application: Factory-applied.

--END OF SECTION--

4.7.12. SECTION 07900 - JOINT SEALERS

A. PROJECT INCLUDES
   1. Joint sealers at interior and exterior vertical and horizontal joints.

B. QUALITY ASSURANCE
   1. Field-Constructed Mock-Ups: Each joint type.

C. PRODUCTS
   1. Silicone Elastomeric Joint Sealants:
      a. Type and Application: One-part nonacid-curing silicone sealant, ASTM C 920, for vertical and horizontal joints, modules as required for application, exterior and interior use.
   2. Polysulfide Elastomeric Joint Sealants:
      a. Type and Application: Two-part non-sag polysulfide sealant, ASTM C 920, for vertical joints, exterior and interior.
   3. Compression Seals:
      a. Type: Pre-formed hollow neoprene gasket, ASTM D 2628.
      b. Application: Wide exterior joints in vertical surfaces.
   4. Fire-Resistive Joint Sealers:
      a. Type: Foamed-in-place fire-stopping sealants.
      b. Application: Penetrations in fire-rated floor and wall assemblies.
   5. Specialty Sealants:
      a. Type and Application: Synthetic rubber acoustical sealant at concealed joints.
      b. Type and Application: Epoxy sealant in secure prisoner areas.
   6. Paving Joint Fillers:
      a. Type: Bituminous fiber.
      b. Application: Filler for exterior paving joints.
   7. Auxiliary Materials:
      a. Plastic foam joint fillers.
      b. Elastomeric tubing backer rods.
      c. Bond breaker tape.

--END OF SECTION--

4.8. DIVISION 8 - DOORS AND WINDOWS

4.8.1. SECTION 08111 - STANDARD STEEL DOORS AND FRAMES

A. PROJECT INCLUDES
   1. Interior and Exterior Steel Doors and Frames:

B. QUALITY ASSURANCE
   1. Standards: ANSI/SDI-100, Recommended Specifications for Standard Steel Doors and Frames.
   2. Performance Standards:

a. Fire-Rated Assemblies: NFPA 80, and acceptable testing agency listing.

b. Thermal-Rated Assemblies at Exterior: ASTM C 236 or ASTM C 976.

c. Sound-Rated Assemblies at Mechanical Rooms: ASTM E 90, and ASTM E 413.

C. PRODUCTS

1. Steel Doors:

a. Door Type: Flush steel doors with hollow or composite construction.

b. Interior Doors: ANSI/SDI-100, Grade II, heavy-duty, minimum 18 gauge cold-rolled steel, 1-3/4 inches thick.

c. Exterior Doors: ANSI/SDI-100, Grade III, extra-heavy-duty, minimum 16 gauge galvanized sheet steel, 1-3/4 inches thick.

d. Accessories: Sight-proof stationary louvers and glazing stops.

e. Finish: Factory primed and field painted.

2. Steel Frames:

a. Interior Frames: Welded type, 16 gauge sheet steel, mitered or coped corners.

b. Exterior Frames: Welded type, 14 gauge galvanized sheet steel, mitered or coped corners.

c. Accessories: Door silencers and plaster guards.

d. Finish: Factory primed and field painted.

--END OF SECTION--

4.8.2. SECTION 08211 - FLUSH WOOD DOORS

A. PROJECT INCLUDES

1. Flush Wood Doors:

2. Interior solid core flush doors.

B. QUALITY ASSURANCE

1. Quality Standards: NWWDA I.S. 1, and AWI Architectural Quality Standards.

2. Fire Rated Wood Doors: Meeting ASTM E 152 requirements.

C. PRODUCTS

1. Interior Solid Core Doors:

a. Grade: Premium grade.

b. Construction: 5-ply or 7-ply construction with particleboard or glued-block core.

c. Finish: Stain as selected by Contracting Officer and transparent finish on rift-cut white oak (or comparable quality) faces, factory or field applied.

d. Auxiliary Materials:

e. Glazing frames.

f. Transoms.

g. Fixed side panels.

--END OF SECTION--

4.8.3. SECTION 08305 - ACCESS DOORS

A. PROJECT INCLUDES

1. Access doors for walls and ceilings.

B. PRODUCTS

1. Access Doors:

a. Frames: 16 gage sheet steel with flange suitable for adjacent material.

b. Doors: 14 gage sheet steel.

c. Door Type: Recessed panel to accept ceiling finish material.

d. Locking Devices: Cylinder locks.

--END OF SECTION--

4.8.4. SECTION 08330 - OVERHEAD COILING DOORS

A. PROJECT INCLUDES

1. Overhead Coiling Doors:

a. Exterior units.

b. Interior units.

B. QUALITY ASSURANCE

1. Fire-Rated Assemblies: NFPA 80, and acceptable testing agency listing.

C. PRODUCTS

1. Overhead Coiling Doors:

a. Type: Insulated standard service door.

b. Door Curtain: Galvanized steel.

c. Slat Profile: S-configuration.

d. Operation: Electric door operator.

e. Steel Finish: Galvanized finish with field applied paint.

2. Auxiliary Materials:

a. Helical torsion spring counterbalance.

b. Hood for curtain and operating mechanism.

c. Windlocks, end locks, jamb guides, and weather-stripping.

d. Automatic reversing control for bottom bar for electric door operator.

e. Hoist chain and other provisions for emergency manual operation.

--END OF SECTION--

4.8.5. SECTION 08410 - ALUMINUM ENTRANCES AND STOREFRONTS

A. PROJECT INCLUDES

1. Aluminum Entrances and Storefront:

2. Exterior entrance doors.

3. Vestibule doors matching entrance doors.

4. Frames for entrances.

5. Storefront-type framing system.

6. Transoms.

7. Sidelights.

B. PRODUCTS

1. Aluminum Entrances and Storefront:

2. Door Style: Narrow stile and rail doors.
3. Aluminum Members: ASTM B 221, B 209 and B 211.
4. Steel Reinforcement: ASTM A 36, ASTM A 611, and ASTM A 570.
5. Glass and Glazing: Insulating glazing.
6. Glazing Color: Clear glass.
7. Door Hanging Devices: Center pivot sets.
8. Closers: Concealed, floor mounted.
9. Closer Operation: Single acting closers.
10. Aluminum Finish: Fluoropolymer, Kynar 500, 2-coat system.

C. Auxiliary Materials:

1. Aluminum infill panels.
2. Push/pulls, door stops, overhead holders, and deadlocks.
3. Weather-stripping and thresholds.
4. Exit devices.
5. Electric-strike release.

--END OF SECTION--

4.8.6. SECTION 08710 - DOOR HARDWARE

A. PROJECT INCLUDES

1. Hardware for swinging, sliding, bi-fold doors, roll-up doors and gates.

B. QUALITY ASSURANCE

1. Hardware for Fire-Rated Openings: NFPA 80, and local requirements.
2. Handicapped Accessibility: ANSI A117.1, and local requirements.
3. Materials and Application: ANSI A156 series standards

C. PRODUCTS

1. Door Hardware:
2. Quality Level: Heavy duty commercial type.
3. Locksets and Latchsets: Mortise type, lever handle, equal to Sargeant series 7700 and LNA handle.
4. Lock Cylinders: Interchangeable type.
5. Keying: Owner's requirements keying and key control system, with master and grand master keying.
6. Hinges and Butts: Full-mortise type with non-removable pins at exterior doors.
7. Closers, Door Control, and Exit Devices: High frequency and barrier-free type.
8. Pivots: Offset or center-hung type.
9. Push/Pull Units: Through-bolted type.
10. Hardware Finishes: Polished stainless finish on exposed surfaces.
11. Digital Locksets: Digital Scramble lock door system with 7-pin lock.

12. High security deadlock with paracentric keyway for prisoner holding cells. Locks in detention areas are to be products of Folger Adam Co. Coordinate with the requirements of the USMS Security Support Group.

D. Auxiliary Materials:

1. Door Trim Units: Kickplates, edge trim, and related trim.
2. Stops and overhead door holders.
3. Interior sliding door hardware.
4. Interior bi-fold door hardware.
5. Interior pocket door hardware.
6. Sound-stripping.
7. Weather-stripping and thresholds.
8. Electromagnetic hold-open devices.
9. Card-operated opening devices.

--END OF SECTION--

4.8.7. SECTION 08720 - POWER DOOR OPERATORS

A. PROJECT INCLUDES

1. Door operators for power-assisted doors.

B. PRODUCTS

1. Power Door Operators:
   a. Power Units: One-way swing door type.
   b. Operator: Electromechanical operator.
   c. Manual Door Control: Rail-supported switch.
2. Auxiliary Materials:
   a. Guide rails.
   b. Wall push-plate switch.

--END OF SECTION--

4.8.8. SECTION 08800 - GLASS AND GLAZING

A. PROJECT INCLUDES

1. Glass and Glazing:
   a. Exterior windows.
   b. Exterior spandrel panels.
   c. Exterior entrances and storefront.
   d. Interior windows and glazed openings.
   e. Doors.
   f. Handrails.

B. QUALITY ASSURANCE

1. Field-Constructed Mock-Up: Each type of glazing. Coordinate with precast concrete mock-up.
2. Testing: Glazing performance.

C. WARRANTY

1. Glass Warranties:

a. Laminated Glass: Manufacturers 4 year warranty.

b. Coated Glass: Manufacturers 5 year warranty.

c. Insulating Glass: Manufacturers 10 year warranty.

D. PRODUCTS

1. Glass:

a. Primary Glass Products: Clear float and tinted float glass, ASTM C 1036.

b. Heat-Treated Glass Products: Heat-strengthened, tempered, coated, and spandrel glass, ASTM C 1048.

c. Laminated Glass Units: Polyvinyl butyral interlayer.

d. Sealed Insulating Glass Units: ASTM E 774, Class A.

e. Mirrors: Silvering and protective coatings.

f. High-Performance Coatings: Low e (low emissivity) type.

2. Glazing:

a. Elastomeric glazing sealants.

b. Pre-formed glazing tapes.

c. Glazing gaskets.

d. Setting blocks, spacers, and compressible filler rods.

3. SCHEDULE

a. Glazing Schedule:

Storefront: 1 inch thick insulating unit, clear glass.
Entrances: 5/8 inch thick insulating unit, clear, tempered glass.
Skylights: 1-1/16 inch insulating unit, annealed exterior light and clear laminated interior light.
Handrails: 1/2 inch tempered safety glass (non-structural).
Doors: Tempered or wire glass.
Security Glazing: Laminated glass or polycarbonate. (Detention areas, USMS public entry area, ground floor exterior windows as required, etc.)

--END OF SECTION--

4.9. DIVISION 9 - FINISHES

4.9.1. SECTION 09200 - LATH AND PLASTER

A. PROJECT INCLUDES

1. Portland cement plaster and lath systems for exterior plaster soffits and walls.

B. QUALITY ASSURANCE

1. Performance: Fire, structural, and seismic performance meeting requirements of building code and local authorities.

2. Field-Constructed Mock-Up: Typical soffit panel and wall panel.

C. PRODUCTS

1. Portland Cement Plaster:

2. Application: Three coats over metal lath and three coats over concrete unit masonry. Minimum thickness 3/4".

3. In secure prisoner areas, plaster ceilings to be minimum 1-1/4" thick.
4. Base and Finish Coat Cements: Portland cement, ASTM C 150, Type I or II.
5. Finish Coat: Job-mixed finish coat.
6. Finish: Sand-float finish.
7. Lath and Plaster Support Systems:
8. Metal Supports for Suspended and Furred Ceilings: ASTM C 1063, for Portland cement plaster installations.
   a. Steel Studs and Runners, Non-Load (Axial) Bearing: ASTM C 645, 20 gage steel studs, 2-1/2 and 3-5/8 inch typical depth.
   b. Vertical Metal Furring: Channel furring and braces, Z-furring members, and furring brackets.
   c. Expanded Metal Lath: ASTM C 847, self-furring diamond mesh or rib lath.
9. Auxiliary Materials:
   a. Metal "W" reveal molding, casing bead, and control joints.
   b. Bonding compounds and agents.
   c. Thermal insulation, 6" fiberglass at soffit plenums.
   d. Vented metal channel screed for soffits.

--END OF SECTION--

4.9.2. SECTION 09215 - VENEER PLASTER

A. PROJECT INCLUDES
1. Veneer plaster base and finish for interior entrance and elevator lobby ceilings.

B. PRODUCTS
1. Gypsum Base for Veneer Plaster:
   a. ASTM C 588, regular, foil-backed, and fire-rated types, 5/8 inch typical thickness.
   b. Installation Standard: ASTM C 844.
2. Veneer Plaster:
   a. Type: ASTM C 587, one-component veneer plaster, regular type.
   b. Joint Reinforcing Materials: ASTM C 587.
   c. Installation Standard: ASTM C 843.

--END OF SECTION--

4.9.3. SECTION 09250 - GYPSUM DRYWALL

A. PROJECT INCLUDES
1. Gypsum Drywall Systems:
   a. Interior walls, partitions, and ceilings for tape and joint compound finish.
   b. Steel framing systems to receive gypsum board.
   c. Insulation and vapor barrier systems in gypsum drywall systems.
   d. Cementitious backer units for application of tile.
2. Gypsum Drywall Attachment:
   a. Gypsum board screw-attached to steel framing and furring.

B. QUALITY ASSURANCE

1. Performance: Fire, structural, and seismic performance meeting requirements of building code and local authorities.

2. Field-Constructed Mock-Up: Typical area.

C. PRODUCTS

1. Gypsum Board:

   a. Gypsum Wallboard: ASTM C 36, regular, foil-backed, and fire-rated types, 5/8 inch typical thickness.

   b. Water-Resistant Gypsum Backing Board: ASTM C 630, regular and fire-rated types, 5/8 inch typical thickness.

   c. Joint Treatment: ASTM C 475 and ASTM C 840, 3-coat system.

   d. Installation Standard: ASTM C 840.

2. Cementitious Backer Units:

   a. Type: ANSI A 108.1, cement-coated Portland cement panels.

   b. Thickness: 1/2 inch nominal.

3. Trim Accessories:

   a. Material: Metal or plastic trim.

   b. Types: Corner-bead, edge trim, and control joints.

4. Steel Framing for Walls and Partitions:

   a. Steel Studs and Runners: ASTM C 645, 20 gauge steel studs, 3-5/8 inch typical depth.

   b. Furring Channels: ASTM C 645, 20 gauge.

   c. Auxiliary Framing Components: Furring brackets, resilient furring channels, Z-furring members, and non-corrosive fasteners.

   d. Installation Standard: ASTM C 754.

   e. Steel Framing for Suspended and Furred Ceilings:

   f. Furring Channels: ASTM C 645, 20 gage resilient channels.

   g. Accessories: Hangers and inserts.

   h. Installation Standard: ASTM C 754.

5. Auxiliary Materials:

   a. Gypsum board screws, ASTM C 1002.

   b. Gypsum board nails, ASTM C 514.

   c. Concealed acoustical sealant.

   d. Mineral fiber sound attenuation blankets.

   e. Mineral fiber thermal insulation.

   f. Polyethylene vapor retarder, 6 mils.

--END OF SECTION--

4.9.4. SECTION 09270 - GYPSUM BOARD SHAFT WALL SYSTEMS

A. PROJECT INCLUDES

1. Gypsum Board Shaft Wall Systems:

   a. Elevator shaft enclosures.

   b. Service shaft enclosures.

B. QUALITY ASSURANCE

1. Performance: Fire, structural, and seismic performance meeting requirements of building code and local authorities.

C. PRODUCTS

1. Cavity Shaft Wall Assemblies:

   a. Shaft wall Board Thickness: Not less than 1 inch.
   b. Studs: C-H or double E type studs, not less than 20 gage.

2. Gypsum Board Shaft Wall Materials:

   a. Steel Framing: ASTM C 645.
   b. Gypsum Shaft wall Board: ASTM C 442, Type X.
   c. Gypsum Wallboard: ASTM C 36, Type X.
   d. Gypsum Wallboard Joint Treatment Materials: ASTM C 475 and ASTM C 840.

3. Auxiliary Materials:

   a. Corner-beads, edge trim, and control joints.
   b. Laminating adhesive.
   c. Gypsum board screws, ASTM C 1002.
   d. Concealed acoustical sealant.
   e. Mineral fiber sound attenuation blankets.

--END OF SECTION--

4.9.5. SECTION 09300 - TILE

A. PROJECT INCLUDES

1. Interior Tile:

   a. Wall tile over gypsum wallboard.
   b. Wall tile over tile backer board at wet areas.
   c. Floor tile over concrete slab.

B. QUALITY ASSURANCE

1. Tile Materials: ANSI 118 series standard specifications.
2. Tile Installation: ANSI 108 series standard specifications and Tile Council of America, Handbook for Ceramic Tile Installation.

C. PRODUCTS

1. Unglazed Ceramic Mosaic Tile (CT1):

   a. Type: Porcelain factory-mounted flat tile with abrasive admixture.
   b. Size: 2 by 2 inches.
   c. Thickness: 1/4 inch nominal.
   d. Face: Plain or patterned face with cushion edges.

2. Glazed Ceramic Mosaic Wall Tile:

   a. Type: Interior type body, flat tile.
   b. Face: 2 inches by 2 inches.
   c. Thickness: 1/4 inch nominal thickness.
   d. Face: Plain face with cushion edge.

3. Glazed Ceramic Tile (CT2):

a. Type: Matte glazed vitreous paver with a finely textured surface.
b. Size: 8 by 8 inches.
c. Thickness: 5/16 inch nominal
d. Face: Textured face with cushion edge.
e. Tile Accessories:
f. Matching trim units.
g. Marble thresholds.

4. Setting Materials:
   a. Latex-Portland cement mortar, ANSI A118.4.
5. Grout:
   a. Latex-Portland cement grout, ANSI A118.6.
   b. Chemical-resistant epoxy grout, ANSI A118.3.
6. Setting Accessories:
   a. Membrane waterproofing under tile.
   b. Cementitious tile backer board.
7. Elastomeric Sealants:
   a. One-part mildew-resistant silicone sealant for non-traffic areas.
   b. Chemical-resistant sealant at chemical-resistant flooring.

D. SCHEDULE
1. Tile Schedule:
   a. Shower Room Walls: Glazed ceramic mosaic tile over tile backer board with organic adhesive and chemical-resistant epoxy grout.
   b. Shower Room Floors: Unglazed ceramic mosaic tile over concrete slab with latex Portland cement mortar and chemical resistant epoxy grout.
   c. Toilet Room Walls: 8" x 8" glazed ceramic tile over gypsum drywall with organic adhesive and latex-Portland cement grout.
   d. Toilet Room Floors: 8" x 8" glazed ceramic tile cover concrete slab with latex Portland cement mortar and latex-Portland cement.

--END OF SECTION--

4.9.6. SECTION 09400 - TERRAZZO

A. PROJECT INCLUDES
1. Epoxy Terrazzo

B. QUALITY ASSURANCE
1. NTMA Standards: Comply with applicable provisions and recommendations of National Terrazzo and Mosaic Association, Inc.
2. Comply with resin manufacturer's instructions and recommendations for substrate preparation, materials storage, mixing and application, finishing, and curing.

C. PRODUCTS
1. Thin-Set Terrazzo Materials (TR):
2. Epoxy Resin Terrazzo Matrix: Thermosetting, amine-cured epoxy resin and hardener, mineral filler, and color pigment, complying with NTMA "Guide Specification for Epoxy Terrazzo" and as required to match Architect's sample.

3. Aggregate: Natural, sound, crushed marble chips without excessive flats or flakes, complying with NTMA requirements.

4. Colors and gradation of aggregate sizes as required to match Architect's sample with maximum size within limits of workability for terrazzo thickness indicated.

5. Substrate Primer: Two-component resin or other compound, recommended by matrix manufacturer, to penetrate and seal substrate and provide maximum bond of terrazzo to substrate.

6. Finishing Grout: Resin-based grout with filler and pigments as recommended by matrix manufacturer.

D. Terrazzo Accessories

1. Divider Strips: Depth and style as required for type and thickness of terrazzo. Width, material and color as indicated, to match Architect's Sample. Angle or "T"-type for adhesive bonding to substrate.

   a. Material: Use divider strips with 1/8" wide top.

2. Edge Strips: Similar to divider strips with 1/4" wide exposed face.

3. Control and Expansion Strips: Double or split units, 1/8" wide, of same material and color as divider strips. provide 1/8" wide filler of same depth as strips, laminated between strips.

4. Control Joint Filler: Black neoprene. (Refer to Section 05800 and 07900).

5. Expansion Joint Filler: Elastomeric sealant.

6. Coordinate requirements with Section 07900.

--END OF SECTION--

4.9.7. SECTION 09512 - ACOUSTICAL TILE CEILINGS

A. PROJECT INCLUDES

1. Acoustical tile ceilings, trim, and bolt slot metal suspension system.

B. QUALITY ASSURANCE

1. Performance: Fire, structural, and seismic performance meeting requirements of building code and local authorities.

C. PRODUCTS

1. Mineral Base Panels, Water Felted (SA2): equal to Beveled Teglar Cirrus as manufactured by Armstrong Contract Interiors.

   a. Type, Form, and Finish: ASTM E 1264, Type III, Form 2 with painted finish.

   b. Pattern and Sound Transmission Class: Perforated and fissured pattern with NRC of .70 or greater.

   c. Edge Detail: Beveled, kerfed and rabbeted joints.

   d. Size: 24 by 24 by 3/4 inch.

2. Fiberglass Base Panels (SA1): Equal to Tegular Painted Nubby as manufactured by Armstrong Contract Interiors.

   a. Type: ASTM E 1264, Type XII Form 2 with painted finish.

   b. Pattern, Edge, and Sound Transmission Class: Textured pattern with a revealed edge detail and NRC of 0.90 minimum.

   c. Size: 24 by 24 by 1 inch.

3. Ceiling Suspension Systems, Non-Fire-Resistance Rated: equal to Silhouette 9/16" bolt slot system, grid face flush with panel, (1/4" "T"-bolt recess) with mitered corner for trim grid interface, as manufactured by Armstrong Contract Interiors, or equal.

a. Type: Direct-hung double-web intermediate-duty system, ASTM C 635.

4. Suspension System Accessories: Attachment devices and hangers, ASTM C 635.

5. Auxiliary Materials:

a. Integral access panels.

b. Edge molding and trim.

c. Hold-down clips and impact clips.

--END OF SECTION--

4.9.8. SECTION 09520 - ACOUSTICAL WALL PANELS

A. PROJECT INCLUDES

1. Acoustical Wall Panel System

2. Trim, moldings, supports, and anchorage.

3. Adhesives/Tapes

4. Fabric

5. Metal Acoustical Panels

B. QUALITY ASSURANCE

1. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this Section with minimum five years documented successful experience.

2. Installer Qualifications: Certified Fabricator/Installer with minimum of three years of documented experience in working with the products of the approved manufacturer and certified by the manufacturer as an authorized fabricator.

3. Regulatory Requirements - Codes and Standards:

4. Fire Hazard Classification in accordance with ASTM E-84 flame spread 25 or less, fuel contributed 20 or less and smoke density of 250 or less.

5. Noise-Reduction Coefficient (NRC) as determined at an approved testing laboratory.

C. PRODUCTS

1. Acoustical Wall Panel (FP1):

a. Panel (Vicracoustic VC-80) Pre-finished factory assembled 1" sand absorbing fiber core with chemically hardened edge to resist damage and warping (impregnated to minimum of 1/8" fabric wrapped. Square edge detail.

b. Fabric: Completely adhere to face and side of panel, Guilford FR701. Color as scheduled.

c. NRC Range: .80 - .85.

d. Panels butted together and attached to wall surface with metal two clips.

e. Size of Panel: Shown on drawings.

f. Metal Acoustical Panel for Wall and Ceiling (PM1)

2. Panel:

a. Acoustical Panels: Perforated using 1/8" diameter holes on 21/64 staggered centers. KWIK 10K panel.

b. Stucco Embossed Aluminum

c. Panel Weight: 0.37 pounds per lineal foot.

d. Panel Size: 12" x length shown on drawings.

e. NRC: 0.90

3. Fiberglass Pad: 1-1/2" thick, poly-wrapped.
4. Metal Splines and Trim:
   a. Concealed metal splines and various trim items: of profile and method of attachment as recommended by the acoustical wall panel manufacturer.
   b. Provide aluminum starter splines, internal splines, bottom angle supports, top "J" moldings, and anchorage.
   c. Tape and Adhesive
   d. Foam tape and adhesive for attaching of acoustical panels to smooth wall surfaces: compatible with materials involved and of a type specifically recommended by the acoustical wall panel manufacturer.

--END OF SECTION--

4.9.9. SECTION 09600 - INTERIOR STONEWORK

A. PROJECT INCLUDES
1. Interior Cut Stonework:
   a. Wall and column facings.
   b. Countertops, trim, and molded units.
   c. Flooring, steps, and risers.

B. QUALITY ASSURANCE
1. Field-Constructed Mock-Up: Each typical application.

C. PRODUCTS
1. Marble (ST):
   a. Building Stone Standard: 24" x 24" minimum typical stone panel size: ASTM C 503
   b. Classification: Calcite, Dolomite, Serpentine or Travertine marble.
   c. Finish of Veneer: Honed finish.
   d. Finish of Flooring, Steps, and Risers: Honed very flat or lightly bush hammered finish, with limited polished accents.
   e. Type: Group A, Marble Institute of America, to comply with provisions of the Buy American Act and be selected by Contracting Officer from samples submitted by Lessor.
   f. Joints: Grout joints.
   g. Veneer Thickness: 3/4 inch minimum.
   h. Stone Tile Thickness: 3/4 inch.
2. Mortar Materials:
   a. Setting Bed Mortar: ASTM C 270, Type N.
   b. Portland Cement: ASTM C 150, Type I
   c. Hydrated Lime: ASTM C 207, Type S.
   d. Aggregate: ASTM C 144.
   e. Colored Mortar Pigments: Iron oxides and chromium oxides.
   f. Molding Plaster: ASTM C 59.
   g. Thin-Set Materials: (thin set only as approved by Contracting Officer)
   h. Dry-Set Portland Cement Mortar: ANSI A118.1.
   i. Latex-Portland Cement Mortar: ANSI A118.4.
   j. Epoxy Adhesive: ANSI A118.3
   k. Grout Materials: (in color as approved)

00240

l. Commercial Portland Cement Grout: ANSI A108.10

m. Dry-Set Grout: ANSI A118.6.

n. Latex-Portland Cement Grout: ANSI A118.6.

o. Epoxy Grout: ANSI A118.3.

3. Auxiliary Materials:

a. Stainless steel anchors and attachments.

b. Hot-dip galvanized anchors and attachments.

c. Metal edge strips.

d. Reinforcing wire fabric.

D. SCHEDULE

1. Stone Schedule:

a. Marble Flooring: floor tile set with latex-Portland cement mortar and latex-Portland cement grout.

b. Marble Thresholds, Thin set in solid bed

--END OF SECTION--

4.9.10. SECTION 09650 - RESILIENT FLOORING

A. PROJECT INCLUDES

1. Resilient flooring and floor preparation.

B. QUALITY ASSURANCE

1. Performance: Fire performance meeting requirements of building code and local authorities.

C. PRODUCTS

1. Tile Flooring:

a. Vinyl Composition Tile (VT): ASTM F 1066, Composition 1, non-asbestos formulated, Class 2, 12 by 12 inches by 1/8 inch thick.

2. Auxiliary Materials:

a. Wall Base (RS or RC): Rubber wall base 4" inch height, 1/8 inch thick.

b. Resilient Stair Treads, Risers, and Skirtings: Vinyl or Rubber accessories.

c. Edge strips and terminations.

--END OF SECTION--

4.9.11. SECTION 09680 - CARPET

A. PROJECT INCLUDES:

1. Carpet, carpet installation and floor preparation.

2. Carpet tile, carpet tile installation and floor preparation.

B. QUALITY ASSURANCE

1. Performance: Fire performance meeting requirements of building code and local authorities.

2. Compliance with Standard Level Features and Finishes for U.S. Courts Facilities

C. PRODUCTS

1. Carpet Materials (CA):

Pile yarn content: Type 6,6 staple filament or continuous filament branded by a fiber producer such as Dupont, Monsanto, or self hiding nylon

Carpet pile construction: level loop, textured loop, level cut pile, or level cut/uncut pile.
Pile weight: 28 ounces per square yard is the minimum for level loop or textured loop construction. 32 ounces per square yard is the minimum for level-cut. 42-ounce per square yard is the minimum for cut/loop construction.
Secondary back: jute or synthetic fiber for glue down installation.
Density: 100 percent nylon (loop and cut pile) - minimum of 4000; other fibers, including blends and combinations -- minimum of 4500.

b. Carpet Tile: shall be 100% nylon, 26 ounce pile weight minimum and with fiberglass reinforced vinyl backing. (Equal to Interface Flooring System, Inc. Fusion Bonded Carpet Tiles)

CA-1 Shall be equal to Wallasey loop multicolor textured loop carpet tile or broadloom as manufactured by Bentley Mills, Inc.
CA-2 Shall be equal to Notes, a cut pile carpet tile as manufactured by Interface Flooring system, Inc., or Fifth Avenue (modified weight) cut pile broadloom as manufactured by Harbinger.
CA-3 Shall be equal to Circuitry with an attached pad as manufactured by Harbinger.
CA-4 Shall be equal to Circuitry as manufactured by Harbinger.
Carpet Cushions: Type: Sponge rubber cushion.
Service: Heavy traffic.

c. Auxiliary Materials:

Edge guards.
Adhesives, cements and fasteners.

d. Carpet Installation Method:

Direct glue down installation, without pad, where shown on finish schedule
Tackless mounting with carpet cushion is typical installation

e. Carpet Tile Installation Method: Partial glue-down installation.

D. SCHEDULE

1. Carpet Schedule:

a. See condensed finish schedule for specific room requirements.

--END OF SECTION--

4.9.12. SECTION 09725 - SEAMLESS QUARTZ FLOORING

A. PROJECT INCLUDES

1. Seamless Epoxy Quartz Flooring (EF1)

a. Related accessories.

b. Integral base.

B. QUALITY ASSURANCE

1. Installer Qualifications: Engage an installer who has successfully completed within the last three years at least three monolithic flooring applications similar in type and size to that of this project and who will assign mechanics from these earlier applications to this project.

2. Single-Source Responsibility: Obtain primary monolithic flooring materials including primers, waterproofing membranes, (if required), sealants, caulks, grouts, leveling compounds, hardening agents, finish or sealing coats from a single manufacturer with not less than three years of successful experience in supplying principal materials for work of type described in this section. Provide secondary materials only of type and from source recommended by manufacturer of primary materials.

3. Upon completion of work of this Section and prior to final acceptance, provide Owner's Representative two copies of manufacturer's instructions covering care and maintenance of flooring.

C. PRODUCTS

1. Seamless monolithic epoxy floor system, slip resistant with integral coved base (EF):

00242

a. Description: 3/16" thick system with penetrating two-component epoxy primer, three-component mortar of epoxy resin, curing agent and fine graded silica aggregate, two-component epoxy undercoat, quartz silica aggregate broadcast, high performance two-component clear epoxy sealer.

b. Comply with ASTM D-635 for flammability characteristic, ASTM C-579 for compressive strength, and ASTM D-2240/Shore D, Durometer for hardness characteristic.

c. Metal Stops: Mill finished aluminum angles.

d. Flooring shall meet the requirements of ASTM E-84 for flame spread of 30; fuel contrib. of 0.

D. SCHEDULE

a. Flooring shall match Stonard, Stoneshield, HRI, Tweek-227-M, Mesa (Medium Texture).

b. Flooring in detention areas shall be quarry tile or terrazzo.

--END OF SECTION--

4.9.13. SECTION 09800 - SPECIAL COATINGS

A. PROJECT INCLUDES

1. Applying special coating systems to items and surfaces scheduled, including surface preparation, prime coats, and topcoats.

2. Types of special coating systems required for the Project include the following:

3. Two-component, epoxy emulsion.

B. QUALITY ASSURANCE

1. Applicator Qualifications: Engage an experienced applicator who has successfully completed coating system applications similar in material and extent to those indicated for the Project.

2. Single-Source Responsibility: Provide primers and undercoat material produced by the same manufacturer as the finish coats for each type of coating. Use only thinners recommended by the manufacturer and only within recommended limits.

C. PRODUCTS

1. Special Coating Materials

2. Material compatibility: Provide block fillers, primers, finish coat material, and related materials that are compatible with one another and the substrates indicated under conditions of service and application as demonstrated by the manufacturer based on testing and field experience.

3. Material Quality: Provide the highest grade of the various coatings as regularly manufactured by acceptable coating manufacturers. materials not displaying manufacturer's identification as a best-grade product will not be acceptable.

--END OF SECTION--

4.9.14. SECTION 09835 - SPRAY-ON VINYL COATING

A. PROJECT INCLUDES

1. Spray-On Vinyl Coating (SF)

a. Textured, tone-on-tone (multicolored) spray on coating with Ter-Polymer formulation.

b. Spray-on vinyl coating installed only by applicators who have completed the manufacturer's approved training program and shall have performed at least fire installations within the past five years, of material similar to material specified in this section.

B. QUALITY ASSURANCE

1. Applicator: Submit a letter of verification to the Architect from the manufacturer stating that applicator has attended the manufacturers training program for the application of coatings product.

2. Applicator is to provide, in writing, name of five previous comparable coating type and size installations successfully completed on time, if requested to do so.

3. The manufacturer shall supply with each batch of material, a spray-on vinyl coating. The purpose of this control sample is to aid the applicator in producing the approved "Pattern Break" (texture) and color.

4. The control sample shall be prepared by the applicator for approval by the Architect. Once this area has been approved, it shall remain intact and not repainted until all other surfaces requiring spray-on vinyl coating are completed. The approved sample shall establish a level of quality for the remainder of work in this section. Match the sample for color, visual texture (Pattern Break) and tactile texture.

5. Finish shall be free from all runs, sags, holes, pinholing and excessive tactile texture.

C. Project Conditions

1. Do not apply primer or finish coat when the following occurs:

2. Temperature of substrate material and surrounding air is below 50°F or above 90°F.

3. Surface to be primed or top coated is not thoroughly dried out.

4. Temperature of substrate is not below the dew point.

5. Provide adequate ventilation of spaces while applying primer and finish coats.

6. All application of coatings performed under adequate illumination.

D. PRODUCTS

1. Spray-on vinyl coating (SF); including primer and finish coat.

2. Primer: From the same manufacturer as the finish coat. Use primer for various substrates as recommended by the manufacturer.

3. Equipment: Apply spray-on vinyl coating by a trained applicator using equipment as recommended by the manufacturer.

a. Conventional air spraying equipment with an internal mix spray gun and an ASME rated dual-regulated pressure pot.

b. Compressor: Of adequate size to provide the necessary continuous CFM to the spray gun to prevent the "stretch" from exceeding ten psi.

--END OF SECTION--

4.9.15. SECTION 09900 - PAINTING

A. PROJECT INCLUDES

1. Painting and surface preparation for interior unfinished surfaces as scheduled..

2. Painting and surface preparation for exterior unfinished surfaces as scheduled.

3. Field-painting and surface preparation of exposed mechanical and electrical piping, conduit, ductwork, and equipment.

B. QUALITY ASSURANCE

1. Regulations: Compliance with VOC and environmental regulations.

C. PRODUCTS

1. First-line commercial-quality products for all coating systems.

D. EXTERIOR PAINT SCHEDULE

1. Concrete, Cement Plaster, and Masonry (Except Concrete Masonry Units) to Receive Lusterless Acrylic Latex Finish: 2 coats exterior polyvinyl acetate emulsion.

2. Concrete Masonry Units to Receive Lusterless Acrylic Finish: 1 coat latex block filler, 2 coats exterior acrylic emulsion.

3. Ferrous Metal to Receive Full-Gloss Alkyd Enamel Finish: 1 coat synthetic rust-inhibiting primer, 2 coats alkyd gloss enamel.

4. Zinc-Coated Metal to Receive High-Gloss Alkyd Enamel Finish: 1 coat galvanized metal primer, 2 coats alkyd gloss enamel.

5. Aluminum to Receive High-Gloss Alkyd Enamel Finish: 1 coat alkyd-type zinc chromate primer, 2 coats alkyd gloss enamel.

E. INTERIOR PAINT SCHEDULE

1. Concrete and Masonry (Except Concrete Masonry Units) to Receive Lusterless Latex Finish: 2 coats latex-based interior flat paint.

2. Concrete Masonry Units to Receive Semi-gloss Alkyd Enamel Finish: 1 coat high-performance latex block filler, 1 coat interior enamel undercoat, 1 coat interior semi-gloss odorless alkyd enamel.

3. Gypsum Drywall to Receive Lusterless Emulsion Finish (Ceilings): 1 coat latex-based interior primer, 1 coat latex-based interior flat paint.

4. Gypsum Drywall to Receive Semi-gloss Alkyd Enamel Finish (Walls): 1 coat interior latex-based primer, 2 coats interior semi-gloss odorless alkyd enamel.

5. Gypsum Drywall to Receive Primer Only (At Areas to Receive Wallcovering): 1 coat interior latex-based primer.

6. Plaster to Receive Lusterless Latex Finish: 1 coat latex-based interior flat paint, 1 coat interior flat odorless alkyd paint.

7. Woodwork and Hardboard to Receive Full-Gloss Enamel Finish: 1 coat interior enamel undercoat, 2 coats alkyd gloss enamel.

8. Stained Woodwork to Receive Stained-Varnish Rubbed Finish: 1 coat oil-type interior wood stain, 1 coat cut shellac, 1 application paste wood filler, 2 coats oil rubbing varnish.

9. Ferrous Metal to Receive Full-Gloss Enamel Finish: 1 coat synthetic rust-inhibiting primer, 1 coat interior enamel undercoat, 1 coat exterior alkyd gloss enamel.

10. Zinc Coated Metal to Receive Full-Gloss Enamel Finish: 1 coat galvanized metal primer, 1 coat interior enamel undercoat, 1 coat exterior alkyd gloss enamel.

--END OF SECTION--

4.9.16. SECTION 09950 - WALL COVERINGS

A. PROJECT INCLUDES

1. Wall coverings and surface preparation.

B. QUALITY ASSURANCE

1. Performance: Fire performance meeting requirements of building code and local authorities.

2. Compliance with requirements of Standards Level Features and Finishes for U.S.Courts

C. PRODUCTS

1. Vinyl Wall Covering (VW):

a. Type: FS CCC-W-408 Type II medium duty wall covering.

b. Stain Resistance: Factory applied poly-vinyl fluoride or polymer coating.

2. Textile Wall Covering:

a. Type: 100% Olefin

b. Stain Resistance: Factory applied Scotch-guard finish.

D. SCHEDULE

1. Wall Covering Schedule:

a. Type VW1 Medium Duty, total weight 14 Ounces per Square Yard and vinyl coating 12 ounces per square yard minimum. Patterns stipples, masonry, fabrics or Wovens in color selected.

b. Type FW1 Shall be equal to Peoria Olefin wallcovering as manufactured by Designtex.

--END OF SECTION--

4.10. DIVISION 10 - SPECIALTIES

4.10.1. SECTION 10160 - SOLID POLYMER TOILET PARTITIONS

A. PROJECT INCLUDES

1. Ceiling hung solid polymer toilet partitions.
2. Wall-hung Urinal Screens.
3. Attachment hardware and anchorage for partitions and screens.
4. Accessories, hardware and fasteners.

B. QUALITY ASSURANCE

1. Regulatory Requirements: Conform to ANSI A117.1 and applicable code for provisions for the physically handicapped.

C. PRODUCTS

1. Equipment Number 10160-A1 - Ceiling hung solid polymer toilet partitions:

a. Door and Partition Panels (PF): Flush 1" thick high density polymer resin compound with homogenous color throughout. Tensile yield of ±4400 psi and elongation of less than 600% per ASTM D638.

b. Size: Custom size panels for special condition as indicated.

c. Finish: Color constant through panel, as selected by Architect.

2. Equipment Number 10160-B1 - Wall-Hung Solid Polymer Urinal Screens:

a. Size: Custom size panels for special condition as indicated: minimum 1" thick.

b. Finish: Color constant through panel, as selected by Architect.

3. Performance Characteristics:

PROPERTY	REQUIREMENT	TEST PROCEDURE
Tensile Strength	4500-6000 PSI	ASTM D638
Tensile Modulus	1.5 x 10' psi	ASTM D638
Elongation	0.4% min.	ASTM D638
Hardness	94	Rockwell "M"Scale
	56	Barcol Impressor
Gloss (60° Gardner)	5-20	ANSI Z124 HUD Bulletin UM-73-84
Color Stability	No change, 200 hours	NEMA LD3

Wear and Cleanability	Passes	ANSI Z124 HUD Bulletin UM-73-84a
Flammability	3/4" SHEET	ASTM E84
Flame Spread Smoke Developed Class	15 30 I	
Water Absorption Weight (% Max.)	24 Hr. Long Term 0.04 0.4 (3/4")	ASTM D570
Izod Impact	0.28 ft.-lb./in. minimum	ASTM D256 (Method A)
Impact Resistance Sheets	No fracture 1/4" slab-36" drop 1/2" slab-36" drop 3/4" slab-36" drop	NEMA LD3 1/2 lb. ball 1 lb. ball 2 lb. ball
Thermal Expansion	3.02×10^{-5}	ASTM D696
Boiling Water Surface Resistance	No visible change	NEMA LD3
High Temperature Resistance (500 F)	No change	NEMA LD3
Stain Resistance	Passes	ANSI Z124
Weatherability	No change, 1000 hours	ASTM D1499
Specific Gravity**	1.8 standard colors 1.6 Sierra colors	ASTM D570

** Approximate weight per square foot for standard colors: 3/4", 7.0 lb. For speckled colors: 3/4", 6.6 lb.

4. Accessory Products:

   a. Joint Adhesive: Provide manufacturer's standard two-part adhesive kit.

   b. Sealant: Manufacturer's standard mildew-resistant silicone sealant in colors matching components, as approved by Architect.

   c. Panel Adhesive: Manufacturer's standard neoprene-based panel adhesive meeting ANSI A136.1.

5. Hardware and Fasteners

   a. Pilaster Cover and Shoe:

      Type 1142, pilaster cover and shoe.
      Type: Stainless steel shoe and wrought pilaster cover, 3 inches high; pilaster cover, ASTM 167, Type 304 stainless steel.

   b. Hinges:

      Type 1001
      Type: Clamp style for door and pilaster with through-bolt mounting and door hold-open for in-swinging doors, ASTM 167, Type 304 stainless steel.

c. Wall Brackets:

Pilaster or panel to adjacent wall surfaces: Type 1141-1.
Head rail to adjacent wall surfaces: Type 1141-2.
Panel to Pilaster: Type 1141-4.
ASTM 167, Type 304 stainless steel for attachment with through-bolts.

d. Latch, Strike and Keeper:

Door Strike and Keeper, In-swinging Doors: Type 1055.
Door Strike and Keeper, Out-swinging Doors: Type 1057.
Door Latch: Type 5004.
ASTM 167, Type 304 stainless steel, strike with rubber bumper, through-bolt mounting.

e. Combination Bumper/Coat Hook:

Type 5030
ASTM 167, Type 304 stainless steel with rubber bumper.

f. Door Pull for Out-swinging Doors:

IVES #8102-6
Type: ASTM 167, Type 304 stainless steel, through-bolt mounted.

g. Wall Bumper for Out-swinging Doors:

IVES #404
ASTM 167, Type 304 stainless steel with rubber bumper; wall mounted, 1 inch diameter.

h. Fasteners:

Exposed Fasteners: Stainless steel with theft-resistant, one way heads.
Unexposed Fasteners: Stainless steel.

--END OF SECTION--

4.10.2. SECTION 10200 - LOUVERS AND VENTS

A. PROJECT INCLUDES

1. Fixed metal wall louvers.
2. Wall vents.

B. PRODUCTS

1. Aluminum Louvers:
   a. Aluminum Extrusions: ASTM B 221, alloy 6063-T5 or T52.
   b. Blade Type: Horizontal drainable sightproof blades.
   c. Finish: Fluoropolymer, Kynar 500 or equal.
2. Louver Accessories:
   a. Bird screens.
   b. Insect screens.
3. Wall Vents:
   a. Material: Extruded aluminum.
   b. Blade Type: Adjustable.

--END OF SECTION--

4.10.3. SECTION 10350 - FLAGPOLES

A. PROJECT INCLUDES

1. Flagpole Systems:
   a. Ground-set.

B. PRODUCTS

1. Flagpoles:

a. Shape: Cone tapered.

b. Type: Vertical pole.

2. Aluminum Flagpoles:

a. Material: ASTM B 241, alloy 6063-T6, seamless tubing, minimum wall thickness 3/16 inch.

b. Finish: Clear anodized.

3. Fittings: External halyard, finial eagle, double trucks and cleats, with lockable box.

--END OF SECTION--

4.10.4. SECTION 10416 - DIRECTORIES AND BULLETIN BOARDS

A. PROJECT INCLUDES

1. Directories.

2. Bulletin boards.

B. PRODUCTS

1. Directories:

a. Type: Internally illuminated.

b. Frame: Reveal-type frame and cover design.

c. Glazing: Tinted tempered glass.

d. Message Strips: Film type message strips for rear illumination.

2. Bulletin boards:

a. Type: Non-illuminated.

b. Frame: Clear anodized frame.

c. Cover: Sliding glass cover.

d. Glazing: Clear tempered glass.

--END OF SECTION--

4.10.5. SECTION 10425 - SIGNS

A. PROJECT INCLUDES

1. Construction Sign

2. Building Signage:

a. Exterior site signage.

b. Interior panel signs.

c. Dimensional letters and numbers.

d. Cast plaques.

B. QUALITY ASSURANCE

1. Products provided in compliance with requirements of the Americans with Disabilities Act (ADA).

C. PRODUCTS

1. Panel Signs:

a. Type: Unframed.

b. Material: Plastic.

c. Copy: Raised lettering in compliance with ADA requirements.

2. Dimensional Letters and Numbers (Building Identification Signage):

a. Type: Cast.

b. Material: Stainless steel.

3. Cast Plaques:

a. Material: Bronze castings.

4. Metal Finishes:

a. Stainless Steel: Bright, directional polish.

--END OF SECTION--

4.10.6. SECTION 10500 - METAL LOCKERS

A. PROJECT INCLUDES

1. Metal lockers in Men and Women's Locker Rooms at Fitness Center.

B. PRODUCTS

1. Lockers:

a. Type: Wardrobe lockers, sheet steel, 24 gauge back and sides, 16 gauge top, bottom, and doors.

b. Tier: Double-tier lockers.

c. Face: Solid with punched louvers.

d. Locking: Padlock type.

e. Tops: Sloped.

f. Mounting: On 4" high elevated base with ceramic tile facing.

2. Accessories:

a. Number plates.

b. Locker room benches, wood seat, 5'-0" in length, bolted to floor.

c. Filler strips.

--END OF SECTION--

4.10.7. SECTION 10522 - FIRE EXTINGUISHERS AND CABINETS

A. PROJECT INCLUDES

1. Fire Extinguishers and Cabinets:

a. Portable fire extinguishers.

b. Fire extinguisher cabinets.

c. Fire hose cabinets.

B. QUALITY ASSURANCE

1. Standards: UL and FM listed products.

C. PRODUCTS

1. Fire Extinguishers:

a. Type: Multipurpose dry chemical type.

b. Rating: Sized for project requirements.

c. Public, Office and Work Areas Mounting: Flush mounted in recessed wall Cabinet.

00250

d. Warehouse and Storage Area Mounting: Metal brackets, surface mounted.

2. Cabinets:

a. Mounting: Recessed.

b. Trim: Trimless.

c. Doors: Aluminum, baked enamel finish.

d. Door Style: Vertical duo glass panel with concealed hinge.

e. Accessories: Glass breaker or fire handle.

--END OF SECTION--

4.10.8. SECTION 10550 - POSTAL SPECIALTIES

A. PROJECT INCLUDES

1. Postal specialties.

B. PRODUCTS

1. Mail Collection Boxes:

a. Loading: Front loading type.

b. Materials: Aluminum, satin anodized finish.

--END OF SECTION--

4.10.9. SECTION 10605 - WIRE MESH PARTITIONS

A. PROJECT INCLUDES

1. Wire Mesh Fabrications:

a. Wire mesh partitions.

b. Wire mesh railing panels.

B. PRODUCTS

1. Wire Mesh:

a. Partition Type: Heavy duty, 6 gauge crimped steel wire, 2 inch diamond mesh.

b. Railing Insert Type: 10 gauge crimped steel wire, 1-1/2 inch diamond mesh.

c. Framing: Cold-rolled steel channels.

2. Accessories:

a. Hinged door with lock and hardware.

b. Service window.

c. Service window shelf.

d. Line posts.

--END OF SECTION--

4.10.10. SECTION 10750 - TELEPHONE SPECIALTIES

A. PROJECT INCLUDES

1. Telephone specialties.

B. PRODUCTS

1. Telephone Enclosures:

a. Interior Type: Wall-mounted, shelf-type telephone enclosures, handicapped accessible.

b. Telephones: Combination coin/credit card operated.

c. Accessories: Telephone directory shelf units.

2. Materials:

a. Aluminum Extrusions: ASTM B 221, alloy 6063-T5.

b. Aluminum Sheet: ASTM B 209, alloy 5005-H15.

c. Stainless Steel: ASTM A 167, AISI Type 302 or 304.

d. Bronze Plate: Muntz metal.

e. Sheet Steel: ASTM A 366 or ASTM A 568.

f. Plastic Laminate: NEMA Standard LD-3, Grade GP 50.

g. Glass: Tempered, ASTM C 1048, transparent.

3. Finishes:

a. Aluminum: Baked enamel finish.

b. Stainless Steel: No. 4 directional polish.

--END OF SECTION--

4.10.11. SECTION 10800 - TOILET AND BATH ACCESSORIES

A. PROJECT INCLUDES

1. Toilet accessories and metal framed mirrors.

B. QUALITY ASSURANCE

1. Products must comply with requirements of UFAS and ADA.

C. PRODUCTS

1. Toilet Accessories:

a. Toilet tissue dispensers, dual roll, cast aluminum, non-restricted flow.

b. Combination towel dispenser/waste receptacle units, fully recessed, large capacity dispenser and waste.

c. Grab bars.

d. Sanitary napkin disposal units.

e. Soap dispensers, deck mounted, 7" spout.

f. Seat cover dispensers - one per stall.

g. Feminine napkin dispenser, fully recessed type, allowing coin or free operation.

h. Mop and broom holders.

2. Mirrors and Frames:

a. One per sink in utilitarian toilet rooms. Provide tilt mirror for handicap use.

b. Glazing: Mirror glass, 1/4 inch thick, ASTM C 1036.

c. Frames: Stainless steel with shelf.

d. Type: Stainless steel security type.

3. Materials and Finishes:

a. Stainless Steel: AISI Type 302 or 304, No. 4 polished finish.

4. All products must be supplied by one manufacturer, and have coordinated keying provided.

--END OF SECTION--

00252

4.11. DIVISION 11 - EQUIPMENT

4.11.1. SECTION 11160 - LOADING DOCK EQUIPMENT

A. PROJECT INCLUDES

1. Loading dock equipment.

B. PRODUCTS

1. Dock Bumpers:

   a. Type: Molded or extruded rubber.

   b. Mounting: Horizontal and vertical

--END OF SECTION--

4.11.2. SECTION 11190 - DETENTION EQUIPMENT

A. PROJECT INCLUDES

1. Miscellaneous detention equipment.

B. QUALITY ASSURANCE

1. Manufacturer of detention equipment shall have not less than ten years experience in the design and fabrication of Detention Equipment.

2. Installer of detention equipment shall have not less than five years experience in the installation of similar type equipment as required in security products specified below.

C. PRODUCTS

(b) (7)(F)

[redacted]

--END OF SECTION--

4.11.3. SECTION 11900 - SPECIALTY EQUIPMENT

A. PROJECT INCLUDES

1. Specialty equipment.

B. PRODUCTS

1. Specialty Equipment:

a. Maintenance equipment.

b. Window washing equipment, removable davits, lifeline anchors etc. as required for building maintenance.

c. Vending equipment, by vending contract.

--END OF SECTION--

4.12. DIVISION 12 - FURNISHINGS

4.12.1. SECTION 12372 - WOOD CASEWORK

A. PROJECT INCLUDES

1. Prefabricated modular wood casework.

B. PRODUCTS

1. Casework:

a. Materials: Plastic laminate, GP 28 thickness.

b. Face Style: Flush overlay.

c. Frame Fabrication: Face frame.

d. Frame Finish: Paint.

e. Frame Finish Application: Factory-finished.

2. Counters:

a. Materials: Plastic laminate (PL), GP 50 thickness with particleboard substrate.

b. Countertop Front Profile: Rolled.

c. Countertop Cove Profile: Cove molding.

d. Countertop Backsplash: Square Edge with scribe.

--END OF SECTION--

4.12.2. SECTION 12500 - WINDOW TREATMENT

A. PROJECT INCLUDES

1. Window treatment.

B. PRODUCTS

1. Horizontal Blinds:

a. Slats: Aluminum

b. Slat Width: 1 inch.

c. Finish: Manufacturer's standard painted finish in full range of colors.

d. Operation: Tilting and lifting mechanisms, with top-lock and tilt-lock features.

2. Drapery Tracks:

a. Track System: Single channel, ball-bearing carriers.

b. Material: Steel with baked enamel finish.

00254

--END OF SECTION--

4.12.3. SECTION 12680 - FOOT GRILLES

A. PROJECT INCLUDES

1. Foot grilles in recessed floor frame.

B. PRODUCTS

1. Foot Grilles (EM):

a. Type: Extruded aluminum with top-surfaced tread rails.

b. Finish: Aluminum with clear anodized finish.

c. Top Surface: Nylon carpet insert.

2. Frame:

a. Material: Extruded aluminum, ASTM B 221, alloy 6063-T5.

b. Type: Recessed.

--END OF SECTION--

4.12.4. SECTION 12710 - AUDITORIUM AND THEATER SEATING

A. PROJECT INCLUDES

1. Interior fixed multiple jury seating.

2. Interior fixed witness box seating.

3. Interior removable jury seating.

B. PRODUCTS

1. Jury Chairs:

a. Style: Upholstered back and seat.

b. Fabric: Leather

c. Seat Mechanism: Swivel tilt with automatic return.

d. Arms: Wood.

e. Mounting: Floor mounting (jury base).

--END OF SECTION--

4.12.5. SECTION 12770 - PEWS AND BENCHES

A. PROJECT INCLUDES

1. Pews and Benches

a. Provide supplementary and miscellaneous items, anchorage, braces, fasteners and devices incidental to or necessary for a sound and secure installation.

b. Wooden pews in the courtrooms used for public seating must match the type and finish of wood used in the rest of the courtroom as approved by the Court.

B. QUALITY ASSURANCE

1. Quality of Construction: AWI Premium grade.

2. Fabricator Qualifications: Minimum of ten years of documented successful experience in fabricating and installing work items similar in type and quality to those required for this project.

3. Certification: All solid wood and veneers shall be from a maintained or sustained forest.

C. PRODUCTS

1. Materials

a. Bench: Continuous wood veneer back; seat with wood supports and seat cushions fabricated from top grade foam, at leaset two inches thick and covered with fabric; end panels and solid caps.

b. Adhesives: Type II (moisture resistant).

c. Front edge of seat and top of back solid wood.

d. Supports to have solid wood base.

e. End Panels: Veneer with solid wood cap.

f. All Exposed Wood (WD-1):

Solid Wood: Premium 1.
Veneer: Premium 1; minimum 1/28" thick.

g. Continuous length benches in excess of 16 ft. in length joined with fully concealed locking mechanical connector with spline or dowel joint alignment.

h. Mechanically fasten to floor with concealed fasteners at each support panel.

i. Finish: AWI finish system #2; premium grade; transparent; factory finish.

--END OF SECTION--

4.13. DIVISION 13 - NOT USED

4.14. DIVISION 14 - CONVEYING SYSTEMS

4.14.1. SECTION 14210 - ELECTRIC TRACTION ELEVATORS

A. PROJECT INCLUDES

1. Pre-engineered electric traction elevators:

a. Passenger elevators.

b. Service elevator.

c. Elevator maintenance:

d. Specified Full Elevator Maintenance.

B. QUALITY ASSURANCE

1. Safety Code: ASME/ANSI A17.1, local regulations and handicapped requirements.

C. PASSENGER ELEVATORS

1. Features and Components:

a. Type: D. C. worm geared traction type (350 fpm).

b. Control Systems: Group automatic elevator controls.

c. Cab: Custom design with front swing returns.

d. Door Panels: Stainless steel, AISI No. 8 polished finish.

e. Hoistway Entrances and doors: Stainless steel, AISI No. 8 polished finish.

f. Floors: Carpet to match other public areas.inyl tile with lay in rubber back carpet tiles.

g. Main lobby and machine room color CRT elevator status display monitors.

2. Auxiliary Operations and Controls:

a. Service panel for switch controls (car light, fan, access, etc.

b. Alarm button and emergency stop key switch.

c. Digital hall and car position and direction indicators.

d. Audible and visual signals.

e. Automatic 2-way leveling.
f. Programmable security for elevator access and egress.
g. Door nudging device with full door opening scanner protection.
h. Liner blanket hooks and blankets.
i. Emergency power operation.
j. Hoistway access switches.
k. Ergonomic car and hall button stations.
l. Automatic and manual fire recall.
m. Independent service feature.
n. Autodial car telephones.
o. Main and auxiliary car stations.

3. Passenger elevator schedule:

a. Capacity: 3000 pounds minimum.
b. Speed: 350 feet per minute minimum.
c. Car Size: To handle 15% of NUSF population in 5 minutes during up peak. Use 125 NUSF/PERSON or actual if less than this figure.
d. Landings Served: All public levels.
e. Travel Distance: As approved by GSA.
f. Entrance Size: 3'-6" by 7'-0".
g. Entrance Door Operation: Center opening.
h. Power Supply: 480 volt, 3 phase, 60 Hz.

D. COMBINATION SERVICE/FREIGHT ELEVATOR

1. Features and Components:

a. Type: Worm geared traction type (300 fpm).
b. Control Systems: Selective collective automatic operation.
c. Cab: Custom design with swing front return.
d. Door Panels: Stainless steel, AISI No. 4 satin finish.
e. Hoistway Entrances: Stainless steel, AISI No. 4 satin finish.
f. Floor: Non-slip steel.
g. Main lobby and machine room color CRT elevator status display monitors.

2. Auxiliary Operations and Controls:

a. Service panel for switch controls (car light, fan, access, etc.)
b. Alarm button and emergency stop key switch.
c. Digital hall and car position and direction indicators.
d. Audible and visual signals.
e. Automatic 2-way leveling.
f. Programmable security for elevator access and egress.
g. Full door opening scanner protection.
h. Liner blanket hooks and blankets.
i. Emergency power operation.
j. Hoistway access switches.
k. Vandal resistant car and hall button stations.
l. Automatic and manual fire recall.
m. Independent service feature.

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n. Timed freight loading switch in car station.

o. Autodial car telephones.

3. Combination Service/Freight Elevator Schedule:

a. Capacity: 4,500 pounds minimum.

b. Speed: 300 feet per minute minimum.

c. Car Size: 5'-4" W X 8'-5 1/2" D X 12'-0" H (9'-0" ceiling height) minimum.

d. Landings Served: All floors, loading dock level, all mechanical floors, and roof level.

e. Travel Distance: As approved by GSA and serving the main roof level.

f. Entrance Size: 4'-0" W by 8'-0" H.

g. Entrance Door Operation: Side opening.

h. Power Supply: 480 volt, 3 phase, 60 Hz.

E. SPECIAL-SERVICE PASSENGER ELEVATOR:

1. Features and Components:

a. Type: Worm geared traction type (200 fpm).

b. Control Systems: Selective collective automatic operation.

c. Cab: Custom design with swing front return, security and vandal resistant interior, side sliding 2'-6" open mesh steel interior gate and fixed 2'-6" open mesh panel to enclose a 4'-6' deep X 5'-0" wide locking cage, and car entrance doors and all operating devices in the remaining 3'-0" deep X 5'-0" wide clear inside car area.

d. Door Panels: Stainless steel, AISI No. 4 satin finish.

e. Hoistway Entrances: Stainless steel, AISI No. 4 satin finish.

f. Floor: Non-slip steel.

g. Special control area and machine room color CRT elevator status display monitors.

h. Epoxy cab walls and ceilings in colors as selected.

2. Auxiliary Operations and Controls:

a. Service panel for switch controls (car light, fan, access, etc.)

b. Alarm button and emergency stop key switch.

c. Digital hall and car position and direction indicators.

d. Audible and visual signals.

e. Automatic 2-way leveling.

f. Programmable security for elevator access and egress.

g. Full door opening scanner protection.

h. Knee alarms below car stations with alarm in car and Special control area.

i. Emergency power operation.

j. Hoistway access switches.

k. Vandal resistant key operated car and hall button stations.

l. Automatic and manual fire recall with additional recall from Special control area.

m. Independent service feature.

n. Timed loading switch in car station.

o. Autodial car telephones.

3. Special-Service Passenger Elevator Schedule:

a. Capacity: 3,500 pounds minimum.

b. Speed: 200 feet per minute minimum.

c. Car Size: 5'-0" W X 7'-10" D X 8'-0" H (inside) minimum.

d. Landings Served: As approved.
e. Travel Distance: As approved by GSA .
f. Entrance Size: 3'-0" W by 7'-6" H.
g. Entrance Door Operation: Side opening.
h. Power Supply: 480 volt, 3 phase, 60 Hz.

--END OF SECTION--

4.15. DIVISION 15 - MECHANICAL

4.15.1. SECTION 15000 - MECHANICAL SYSTEMS DESCRIPTIONS

A. PROJECT INCLUDES

1. Fire Protection Systems: Refer to individual specification sections following for detailed requirements.
   a. Sprinkler systems.
   b. Standpipes.
2. Plumbing Systems and Specialties: Refer to individual specification sections following for detailed requirements.
   a. Domestic water service and distribution.
   b. Sanitary waste and vents.
   c. Storm water.
   d. Fuel-oil piping.
   e. Natural gas.
3. HVAC Piping Systems: Refer to individual specification sections following for detailed requirements.
   a. Hydronic systems.
   b. Refrigerant systems.
4. Heat Generation Systems: Refer to individual specification sections following for detailed requirements.
   a. Boilers.
   b. Heaters.
   c. Chimneys, breechings, and stacks.
5. Heat Rejection Systems: Refer to individual specification sections following for detailed requirements.
   a. Chillers.
   b. Cooling towers.
   c. Condensers.
6. Heat Transfer Systems: Refer to individual specification sections following for detailed requirements.
   a. Heat exchangers.
   b. Package units.
   c. Terminal heating and cooling units.
7. Ventilation Systems: Refer to individual specification sections following for detailed requirements.
   a. Fans.
   b. Ducts.

c. Terminal devices.

d. Exhaust systems

8. HVAC Control Systems: Refer to individual specification sections following for detailed requirements.

a. Electronic control systems.

9. System Documentation

a. Provide operation and maintenance manuals on all building systems. Manuals should include actual elements installed, testing performance, operating characteristics and limiting conditions.

10. Design Conditions:

a. Summer Outdoor Conditions: 93 degrees F dry bulb, 77 degrees F wet bulb.

b. Winter Outdoor Conditions: 25 degrees F dry bulb.

c. Summer Indoor Conditions: 76 degrees plus; 50 percent relative humidity.

d. Winter Indoor Conditions: 70 degrees; 40 percent relative humidity.

---END OF SECTION---

4.15.2. SECTION 15050 - BASIC MECHANICAL MATERIALS

A. PROJECT INCLUDES

1. Basic mechanical materials including valves, pipe expansion joints, meters and gages, supports and anchors, motors, mechanical identification, and vibration control.

B. PRODUCTS

1. Pipe, Fittings, and Specialties: Refer to individual piping systems specifications for materials and installation requirements.

2. Valves: General duty valves, bronze, and brass, fabricated to comply with Manufacturers Standardization Society (MSS) classification listed. Gate, globe, ball, and plug valves for shutoff duty; globe, and ball for throttling duty.

a. Gate Valves, 2-Inch and Smaller for Condenser Water, Chilled Water, Domestic Hot Water, Cold Water, Heating Hot Water: MSS SP-80, Class 150, cast bronze, threaded or solder ends based on service.

b. Gate Valves, 2-1/2-Inch and Larger: MSS SP-70, Class 125, iron body, flanged ends.

c. Ball Valves, 1 Inch and Smaller: Rated for 400 WOG pressure, 2 piece construction, bronze body, threaded or solder ends based on service.

d. Ball Valves, 1-1/4-Inch to 2-Inch: Rated for 400 WOG pressure, 3 piece construction, bronze body, threaded or solder ends based on service.

e. Plug Valves, 2-Inch and Smaller: Rated at 150 psi WOG, bronze body, threaded ends.

f. Plug Valves, 2-1/2-Inch and Larger: MSS SP-78, rated at 175 psi WOG, semi-steel body, flanged ends.

g. Globe Valves, 2-Inch and Smaller: MSS SP-80, Class 125 or 150 based on system pressure, cast bronze, threaded or solder ends based on service.

h. Globe Valves, 2-1/2-Inch and Larger: MSS SP-85, Class 125, iron body, flanged ends.

i. Butterfly Valves: 2-1/2-Inch and Larger: MSS SP-67, rated at 200 psi, cast iron body, field replaceable sleeve, stainless steel stem, lug type based on service.

j. Swing Check Valves, 2-Inch and Smaller: MSS SP-80, Class 125 or 150 based on system pressure, cast-iron body and cap, threaded or solder ends based on service.

k. Swing Check Valves, 2-1/2 Inch and Larger: MSS SP-71, Class 125 (Class 175 FM for fire protection piping systems), cast iron body and cap, flanged ends.

l. Wafer Check Valves: Class 250, cast-iron body, to open with one foot differential pressure.

m. Lift Check Valves, 2-Inch and Smaller: Class 125, cast-bronze body and cap, threaded ends

3. Expansion Joints for Piping Systems: Joints shall provide 200 percent absorption capacity of piping expansion between anchors.

a. Packless expansion joints.

b. Slip joints.

c. Flexible ball pipe joints.

d. Mechanical grooved fittings.

e. Fabricated expansion loops.

4. Meters and Gages: Temperature and indicator ranges for services required. Accuracy of thermometers plus or minus 1 percent.

a. Mercury-In-Glass Thermometers: Die-cast, aluminum finished, glass front, mercury filled tube with magnifying lens.

b. Direct-Mount Filled-System Dial Thermometers: Vapor actuated, universal angle, drawn steel or cast aluminum case with glass lens.

c. Remote-Reading Filled-System Dial Thermometers: Vapor actuated, drawn steel or cast aluminum case with glass lens.

d. Thermometer Wells: Brass pressure rated to match piping system design pressure.

e. Pressure Gages: General use, ASME B40.1, Grade A, phosphor bronze bourdon-tube type, drawn steel or brass case, glass lens.

f. Pressure Gage Accessories: Brass tubing straight coil syphon; brass snubber with disc suitable for fluid served and rated pressure.

g. Wafer Orifice-Type Flood Elements: Differential-pressure type, cast-iron body, brass valves with integral check valves and caps.

h. Venturi-Type Flow Elements: Differential-pressure type, for installation in piping, bronze or cadmium-plated steel with brass fittings.

i. Pitot Tube-Type Flow Elements: Differential-pressure pitot tube-type design with probed, stainless steel probe.

j. Window-Type Flow Meters: Designed for installation on hydronic piping, measure flow directly in gpm, bronze body and impact tube, integral self-closing valve with indicator valve, plus or minus 5 percent accuracy.

k. BTU Meters: Turbine wheel flow meter, temperature sensors, calculator with integral battery back, bronze housing, plus or minus 1 percent accuracy.

l. Test Plugs: Nickel-plated brass body, self-sealing valve-type core inserts.

5. Supports and Anchors: Hangers and Support Components: MSS SP-58, pipe and equipment hangers and supports including clamps, hanger-rod attachments, saddles and shields, spring hangers, pipe alignment guides, and anchors.

6. Motors: NEMA MG 1 motors with phase, frequency rating, voltage rating, and capacity suitable for use.

7. Mechanical Identification: ASME A13.1 as applicable, color coded, of the following types: Standard stencils, snap-on plastic pipe markers, pressure-sensitive pipe markers, plastic duct markers, plastic tape, valve tags, valve tag fasteners, access panel markers, valve schedule frames, engraved plastic laminate signs, plastic equipment markers, plasticized tags suitable for use.

8. Vibration Control: Fiberglass pads and shapes, neoprene pads, vibration isolation springs, pad-type isolators, plate-type isolators, double-plate-type isolators, threaded double-plate-type isolators, all-directional anchors, neoprene mountings, free standing spring isolators, housed spring isolators, vertically-restrained spring isolators, thrust restraints, equipment rails, fabricated

equipment bases, inertia base frames, roof-curb isolators, isolation hangers, riser isolators, flexible pipe connectors suitable for use.

--END OF SECTION--

4.15.3. SECTION 15250 - MECHANICAL INSULATION

A. PROJECT INCLUDES

1. Pipe insulation, equipment insulation, and external duct and plenum insulation.

B. PRODUCTS

1. Mechanical Insulation Types:

a. Pipe Insulation: Glass fiber; Cellular glass; Flexible elastomeric cellular; Calcium silicate; type.

b. Equipment Insulation: Glass fiber; Cellular glass; Flexible elastomeric cellular; type.

c. Duct and Plenum Insulation: Glass fiber; Cellular glass; Flexible elastomeric cellular; Calcium silicate; type.

2. Mechanical Insulation Materials:

a. Glass Fiber Insulation: Inorganic glass fibers bonded with thermosetting resin; board type, ASTM C 612, Class 2, semi-rigid jacketed board; blanket type, ASTM C 553, Type II, Class F-1, jacketed flexible blankets; pre-formed pipe insulation, ASTM C 547, Class 1, rigid pipe insulation, jacketed.

b. Cellular Glass Insulation: Inorganic, foamed or cellulated glass, annealed, rigid, hermetically sealed cells, incombustible, ASTM C 921, Type I facing; blocks, ASTM C 552, Type I; boards, ASTM C 552, Type IV; pre-formed pipe, ASTM C 552, Type II, Class 2 (jacketed); special shapes, ASTM C 552, Type III.

c. Flexible Elastomeric Cellular Insulation: Flexible expanded closed-cell structure with smooth skin on both sides; tubular materials, ASTM C 534, Type I; sheet materials, ASTM C 534, Type II.

d. Calcium Silicate Insulation: ASTM C 533, Type I, inorganic, hydrous calcium silicate, non-asbestos fibrous reinforcement, incombustible, molded.

e. Fire Performance: Type suitable for service.

f. Vapor Barrier: Type suitable for service.

g. Insulation Accessories: Insulating cements, adhesives, jackets, glass cloth and tape, bands, wire, and sealing compounds suitable for service and exposure.

--END OF SECTION--

4.15.4. SECTION 15320 - FIRE PUMPS

A. PROJECT INCLUDES

1. Fire pumps and pressure maintenance pumps to supply water for fire protection systems.

B. QUALITY ASSURANCE

1. Compliance: ASME B31.9 for piping; NFPA 20 for centrifugal fire pumps.

C. PRODUCTS

1. Fire Pump System Components:

a. Fire Pumps, General: UL 448, base-mounted, factory-assembled, factory-tested.

b. Axially-Split-Case Fire Pumps: Centrifugal, separately coupled, bronze-fitted, labeled for fire service, horizontally mounted, single stage, double suction type.

2. Fire Pump System Motors and Controllers:

a. Electric Motors: Open drip-proof, squirrel cage, induction motor type, NFPA 20 and NFPA 70, suitable for type of fire pump.

b. Full-Service, Electric-Motor-Drive Fire Pump Controllers: Combined automatic and non-automatic operation, UL listed and FM approved, UL 508, UL 1008, type suitable for use.

3. Fire Pump System Accessories:

a. Alarm Panels: NEMA ICS 6, Type 1 remote wall-mounting-type.

b. Horizontal Fire Pump Accessory Fittings: Automatic air release valve, casing relief valve, suction and discharge pressure gages, reducers, hose valves, discharge cone.

c. Vertical Turbine Fire Pump Accessory Fittings: Automatic air release valve, casing relief valve, discharge pressure gage, hose valves, discharge cone

d. Equipment Bases: 4000 psi concrete, reinforced.

e. Flow Measuring Systems: FM approved with sensing element and flow meter.

4. Pressure Maintenance Pumps:

a. Pumps: Base-mounted, factory-assembled, factory-tested regenerative turbine or vertical turbine pressure maintenance pumps.

b. Controllers: Combined automatic and non-automatic operation, UL listed, UL 508, NEMA ICS 6, Type 2, wall mounted enclosure.

c. Accessories: Casing relief valve, suction and discharge pressure gages.

--END OF SECTION--

4.15.5. SECTION 15325 - STANDPIPE AND SPRINKLER SYSTEMS

A. PROJECT INCLUDES

1. Sprinkler System: Combined dry pipe and pre-action system with automatic sprinklers.

2. Standpipe and Hose System:

a. Wet type with water supply valve open and pressure maintained.

b. NFPA 14 Class I classification for use by trained personnel.

B. QUALITY ASSURANCE

1. Compliance: NFPA 13 for sprinkler system, NFPA 14 for standpipes; UL listed and labeled; FM approved.

2. Calculations: Hydraulic calculations for pipe sizing by Contractor.

C. PRODUCTS

1. Pipes and Fittings:

a. Steel Pipe: ASTM A 53, Schedule 40 in sizes 6 inches and small, Schedule 30 in sized 8 inches and larger, black and galvanized or Copper Tube: ASTM B 88, Types L and M.

b. Chlorinated Polyvinyl Chloride (CPVC) Pipe: ASTM F 442, UL listed shall not be used.

c. Polybutylene (PB) Plastic Pipe, ASTM D 3309, UL listed shall not be used.

d. Fittings: Suitable for service class and piping type; threaded, grooved-end, press-seal types.

e. Joining Materials: Welding and gasket materials suitable for design temperatures and pressures. Victaulic materials and couplings.

2. Valves and Accessories:

a. General Duty Valves: Gate valves, swing check valves.

b. Specialty Valves: Alarm check valves, dry-pipe valves, deluge valves, detector check valves suitable for system use.

c. Manual Control Stations: Hydraulic operation, with union, pipe nipple and bronze ball valve.

d. Control Panels: Single area, two area, or single area cross-zoned as required, NEMA ICS 6 Type 1 enclosure.

e. Water Meters: AWWA C700 series as applicable.

f. Backflow Preventers: ASSE, sized for maximum flow rate and maximum pressure loss.

g. Excess Pressure Pumps: UL listed, positive-displacement, gear-type pump assembly.

h. Fire Department Connections: UL 405, exposed, wall type unit, connections and finish suitable for use.

i. Pressure Gages: UL 393.

3. Sprinklers, Hose Racks and Accessories:

a. Automatic Sprinklers: Fusible link type; upright, pendant, and sidewall styles; concealed, flush, and recessed styles; wall-mounted sprinkler head cabinet and wrench, suitable for service required.

b. Sprinkler Fittings: UL listed and FM approved, UL 213.

c. Non-adjustable Hose Valves: UL 668.

d. Pressure Regulating Hose Valves: UL 1468.

e. Hose Racks and Hoses: Shall not be provided.

f. Fire Hose: Shall not be installed.

--END OF SECTION--

4.15.6. SECTION 15410 - PLUMBING PIPING AND SPECIALTIES

A. PROJECT INCLUDES

1. Plumbing piping systems within the building including the following:

a. Potable water distribution, including cold and hot water supply and hot water circulation.

b. Drainage and vent systems, including sanitary and storm.

2. Plumbing specialties for water distribution systems; soil, waste, and vent systems; and storm drainage systems.

B. QUALITY ASSURANCE

1. Compliance: ASME B31.9.

C. PRODUCTS

1. Piping System Working Pressure Ratings:

a. Water Distribution Systems, Below Ground: 150 psig.

b. Water Distribution Systems, Above Ground: 125 psig.

c. Soil, Waste, and Vent Systems: 10 foot head of water.

d. Storm Drainage Systems: 25 foot head of water.

e. Sanitary Sewage, Pumped Piping Systems: 125 psig.

f. Storm Sewage, Pumped Piping Systems: 125 psig.

2. Pipes and Tubes:

a. Hard Copper Tube: ASTM B 88, Types K, L, and M, water tube, drawn temper.

b. Soft Copper Tube: ASTM B 88, Types K and L, water tube, annealed temper.

c. Copper Drainage Tube: ASTM B 306, Type DWV, drawn temper.

d. Steel Pipe: ASTM A 53, Type S, Grade A, Schedule 40, galvanized, plain ends.

e. Ductile-Iron Pipe: AWWA C151, Classes 50 and 51, mechanical joint and push-on joint, with AWWA C104 cement-mortar lining

f. Flanged Ductile-Iron Pipe: AWWA C115, ductile-iron barrel, Class 150 or 300 iron-alloy threaded flanges, with AWWA C104 cement-mortar lining.

g. Hub and Spigot, Cast-Iron Soil Pipe: ASTM A 74, service class.

h. Hubless, Cast-Iron Soil Pipe: CISPI 301.

3. Fittings and Valves:

a. Pressure and Drainage Fittings for Pipe and Tubes: Suitable for working pressure, pipe, tube, and service.

b. Joining Materials: Solder, brazing and welding filler metals; couplings.

c. Valves: Gate, globe, ball, butterfly, and check valves suitable for service.

4. Plumbing Specialties:

a. Water Meters: AWWA C700-C710 series; type as required for service, register in gallons or cubic feet as required.

b. Backflow Preventers: ASSE Standard Backflow Preventers for flow rate and maximum pressure loss required, 150 psig minimum working pressure.

c. Water Pressure Regulators: ASSE 1003, initial working pressure 150 psig minimum.

d. Water Filters: Cartridge-type with housing, fittings, cartridges, end caps, suitable for potable water.

e. Thermostatic Water-Mixing Valves: ASSE 107, manually adjustable.

f. Water-Tempering Valves: Manually-adjustable, thermostatically-controlled.

g. Miscellaneous Piping Specialties: Strainers, hose bibs, wall hydrants, post hydrants, sanitary hydrants, hose-end drain valves, stop and waste drain valves; water hammer arresters, trap seal primer valves, horizontal backwater valves, drain outlet backwater valves, air-admittance valves, stack flashing fittings, vent caps, vent terminals, roof flashing assemblies.

h. Cleanouts: Cast-iron cleanouts, ASME A112.36.2M.

i. Floor Drains: Cast-iron floor drains, ASME A112.21.1M; cast-iron trench drains, ASME A112.21.1M; cast-iron open drains; cast-iron deep seal traps; related fittings.

j. Roof Drains: Cast-iron body, ASME A112.21.2M with combination flashing ring and gravel stop.

k. Sleeve Penetration Systems: UL 1479, through-penetration firestop assembly.

--END OF SECTION--

4.15.7. SECTION 15440 - PLUMBING FIXTURES

A. PROJECT INCLUDES

1. Plumbing fixtures and trim, fittings, and related accessories and appliances.

B. QUALITY ASSURANCE

1. Compliance: ANSI A117.1; Applicable accessibility regulations.

C. PRODUCTS

1. Plumbing Fixtures:

2. Water Closets: Consumption per flush cycle, material, bowl type, mounting, outlet, rim height, tank type, trim suitable for service required.

3. Urinals: Consumption per flush cycle, material, floor mounting and wall hanging types, outlet, trim suitable for service required.

4. Lavatories: Material, mounting, fittings & accessories suitable for service required.

5. Sinks: Material, type, wall and counter mounting type, fittings and accessories suitable for service required.

6. Judge's Toilet Rooms: Floor-mounted toilet fixture, vanity, and cultured marble integral bowl and counter.
7. Stainless steel combination lavatory/ toilet fixtures for use in prisoner holding cells.
8. Service Sinks: Material, trap standard or floor mounting, fittings suitable for service required.
9. Mop Basins: Materials and fittings suitable for service required.
10. Showers: Enclosure material, receptor material, shower door, fittings suitable for service required.
11. Drinking Fountains: Material, type, wall hung and pedestal mounting, fittings suitable for service required.
12. Water Coolers: ARI 100, type, capacity, and fittings suitable for service required.
13. Toilet Seats: Compatible with water closet.
14. Flushometers: Water closet and urinal types.
15. Commercial Faucets: Cast-brass faucets.
16. Bath/Shower Thermostatic Mixing Valve Faucets: Single-lever type.
17. Fittings, Except Faucets: Supplies, stops, traps, continuous wastes, and escutcheons.
18. Supports: ASME A112.6.1M, categories and types as required for fixtures required, including wall reinforcement.

--END OF SECTION--

4.15.8. SECTION 15450 - PLUMBING EQUIPMENT

A. PROJECT INCLUDES

1. Commercial water heaters for potable water heat systems.

B. QUALITY ASSURANCE

1. Compliance, Storage Tanks: ASME Code; AWWA standards for non-pressure tanks; NFPA 22.
2. Compliance, Water Softeners: ASME Code; NSF 44.
3. Compliance, Water Heaters: UL 174, 732, 778, 1261, 1453; NSF 5; ASME Code Compliance.

C. PRODUCTS

1. Water Heaters:
   a. Point-of-Use Storage Electric Water Heaters: Automatic type with 150 psig rated storage tank, integral controls, relief valve.
   b. Accessories: Valves, gages, concrete base.

--END OF SECTION--

4.15.9. SECTION 15453 - PLUMBING PUMPS

A. PROJECT INCLUDES

1. Centrifugal pumps for water distribution systems for boosting pressure, and sump pumps for drainage water piping systems.

B. QUALITY ASSURANCE

1. Compliance: UL 778.

C. PRODUCTS

1. Plumbing Pumps:

a. Base-Mounted, Separately Coupled, End-Suction Pumps: Centrifugal, single-stage, all-bronze, radially split case type.

b. Submersible Sump Pumps: Simplex, vertical, centrifugal, direct connected, end suction, single stage, bronze fitted with integral inlet strainer, controls and sump cover.

--END OF SECTION--

4.15.10. SECTION 15483 - FUEL OIL PIPING SYSTEMS

A. PROJECT INCLUDES

1. Fuel oil piping systems within the building.

B. QUALITY ASSURANCE

1. Compliance: NFPA 31.

C. PRODUCTS

1. Piping System Working Pressure:

a. Aboveground Steel Fuel Oil Piping: 150 psig.

b. Underslab Steel Fuel Oil Piping: 150 psig.

c. Underslab Containment Conduit Piping System: 150 psig.

2. Pipe, Fittings, and Specialties:

a. Steel Pipe: ASTM A 53, Schedule 40, Type S seamless or Type E welded, Grade A, black, with beveled ends.

b. Fittings: Suitable for material and service class.

c. Pipe Connectors: UL 567.

d. Strainers: Y pattern, full size of connecting piping.

e. Valves: Oil safety valves, vertical ball check valves.

f. Fuel Oil Transfer Pumps: UL 343, single-stage, internal-gear, positive-displacement, rotary type.

--END OF SECTION--

4.15.11. SECTION 15488 - NATURAL GAS SYSTEMS

A. PROJECT INCLUDES

1. Natural gas systems within the building.

B. QUALITY ASSURANCE

1. Compliance: NFPA 54.

C. PRODUCTS

1. Piping System Working Pressure:

a. Low-Pressure Natural Gas Piping Systems: psig.

b. Medium-Pressure Natural Gas Piping Systems: 10 psig.

2. Pipe, Fittings, and Specialties:

a. Steel Pipe and Tubes: ASTM A 53, Type E welded or Type S seamless, Grade B, Schedule 40, black.

b. Copper Tube: ASTM B 88, Type L, water tube, drawn temper.

c. Fittings and Valves: Suitable for piping type and service class.

d. Gas Meter and Pressure Regulator: Diaphragm type meter and single stage gas pressure regulator if not provided by gas supplier; pressure regulator at device.

e. Piping Specialties: Flexible connectors, strainers.

f. Protective Coating: Corrosion-resistant polyethylene for use in corrosive atmosphere.

g. For additional information regarding natural gas systems contact: Mr. Don Suarez, Energy Services, 16 Palafox Place, Pensacola, FL, 32521-0082, (904) 435-1750.

--END OF SECTION--

4.15.12. SECTION 15510 - HYDRONIC PIPING

A. PROJECT INCLUDES

1. Piping systems for hot water heating, chilled water cooling, condenser water, make-up water, and drain piping.

B. QUALITY ASSURANCE

1. Compliance: ASME Code, ASME B 31.9.

C. PRODUCTS

1. Pipes and Fittings:

a. Steel Pipe: ASTM A 53, Schedule 40, black steel pipe.

b. Fittings: Suitable for piping type and service class.

c. Joints: Solder, gaskets and fittings suitable for service.

d. Grooved mechanical joints and/or press-seal fittings are not suitable for this service.

2. Valves:

a. General Duty Valves: Gate, globe, check, ball, and butterfly valves suitable for use.

b. Special Duty Valves: Calibrated plug valves, pump discharge valves, pressure reducing valves, safety relief valves, combined pressure/temperature relief valves, automatic flow control valves, and triple duty discharge valves.

3. Specialties:

a. Manual Air Vents: Bronze body, nonferrous internal parts.

b. Automatic Air Vents: Float principle air vent, bronze body, nonferrous internal parts.

c. Diaphragm-Type Compression Tanks: Suitable for working pressure and operating temperature, pressure tested.

d. Air Separator: Welded black steel.

e. Pump Suction Diffusers: Cast-iron body, threaded connections for working pressure required.

f. Chemical Feeder: Bypass type chemical feeder, welded steel construction.

g. Diverting Fittings: Cast iron body.

h. Y-Pattern and Basket Strainers: Cast iron body, ASTM A 126, Class B.

--END OF SECTION--

4.15.13. SECTION 15540 - HVAC PUMPS

A. PROJECT INCLUDES

1. Centrifugal pumps used in HVAC hydronic systems.

B. QUALITY ASSURANCE

1. Compliance: UL 778; Hydraulic Institute Standards.

C. PRODUCTS

1. HVAC Pumps and Accessories:

a. In-line Pumps: In-line pumps shall not be used in this service.

b. Base-Mounted, Separately-Coupled, Double-Suction Pumps: Centrifugal single-stage axially split case design, cast iron casings, balanced closed overhung double-suction impeller, replaceable wear rings, steel pump shaft and sleeve bearings, mechanical seals, flexible pump couplings, frame-mounted motor.

--END OF SECTION--

4.15.14. SECTION 15555 - BOILERS AND ACCESSORIES

A. PROJECT INCLUDES

1. Boilers and accessories for HVAC systems.

B. QUALITY ASSURANCE

1. Compliance: NFPA 31, 54; ASME Code; IRI.

C. PRODUCTS

1. Scotch Marine Boilers:

a. Packaged Firetube Boilers: Gas and oil combination burners, factory-assembled and tested, packaged, multi-pass, horizontal firetube boilers of wet back type and accessories, capacity suitable for use.

2. Boiler Accessories:

a. Boiler Valves: Stop and check valves; Y-type blowdown valves.

b. Safety and Relief Valves: Steam safety valves; water relief valves

c. Boiler Water Treatment Feeders: One-shot-feeders; bypass feeders; treatment pump feeders.

3. Breechings, Chimneys, and Stacks:

a. Double Wall Metal Vents, Oil or Solid Fuel Appliances: Stainless steel inner jacket, aluminum coated steel outer jacket

b. Accessories: Barometric dampers, cleanout doors, thermally actuated vent dampers.

4. Boiler Water Treatment Systems:

a. Systems: Boiler water treatment to inhibit scale, corrosion and biological growth in hot water boiler system, steam boiler system, boiler blowdown system.

b. Equipment: Shot feeder, chemical treatment controller, chemical feeder pump, chemical solution reservoir, test kits, chemicals.

--END OF SECTION--

4.15.15. SECTION 15680 - CHILLERS AND ACCESSORIES

A. PROJECT INCLUDES

1. Chillers and accessories for use with air conditioning systems.

B. QUALITY ASSURANCE

1. Compliance: ASHRAE 15, UL 465.

C. PRODUCTS

1. Water Cooled Centrifugal Chillers:

a. Packaged Water Cooled Hermetic Centrifugal Water Chillers: Factory-assembled and tested, compressors, compressor motors, motor starters, evaporator, condenser, unit controls, capacity suitable for use.

2. Reciprocating Chillers:

a. Water-Cooled Reciprocating Chillers: Factory-assembled and tested, compressors, condenser, evaporator, thermal expansion valve, unit controls, capacity suitable for use.

b. Condenserless Reciprocating Chillers: Factory-assembled and tested, compressors, evaporator, thermal expansion valve, unit controls, capacity suitable for use.

c. Outdoor Air-Cooled Reciprocating Chillers: These type units shall not be used in this service.

3. Air Cooled Centrifugal Chillers: Air-cooled centrifugal chillers shall not be used in this service.

Free cooling cycle provided with chillers shall not be provided in lieu of water-side economizer where required.

--END OF SECTION--

4.15.16. SECTION 15710 - COOLING TOWERS AND ACCESSORIES

A. PROJECT INCLUDES

1. Cooling towers for rejecting condenser heat from water-cooled air conditioning systems or process cooling water.

B. PRODUCTS

1. Factory-Fabricated Cooling Towers:

a. Induced Draft, Propeller Fan, Crossflow Cooling Towers: Factory-fabricated, casings, collecting basin and sump, wetted-surface fill, drift eliminators, louvers, water distribution system, basin covers, discharge dampers, inlet screens, discharge hoods, sound attenuators, basin heaters, rails, stair in instead of ladders, water level control, flow control valves, fans drives, motors, vibration cutouts, capacity suitable for use.

--END OF SECTION--

4.15.17. SECTION 15743 - AIR COOLED CONDENSERS

A. PROJECT INCLUDES

1. Air-cooled condenser units for air-conditioning systems for use with packaged, split-system, water chillers having compressors and evaporators.

B. QUALITY ASSURANCE

1. Compliance: ARI 360; ASHRAE 15; ASME Code

C. PRODUCTS

1. Condensing Units and Accessories:

a. Air-Cooled Condenser Units: Factory-assembled and tested units, casing, condenser coils, condenser fans and motors, unit controls, capacity suitable for use.

b. Accessories: Suitable for ambient temperature.

--END OF SECTION--

4.15.18. SECTION 15830 - TERMINAL HEAT TRANSFER UNITS

A. PROJECT INCLUDES

1. Terminal heat transfer units for heating and cooling.

00270

B. PRODUCTS

1. Unit Heaters:

a. Heating Medium: Hot water heating.

b. Horizontal Unit Heaters: Phosphatized steel casing with baked enamel finish; motor-mounted panel minimum 18 gage steel; casing to enclose coil, louvers and aluminum fan blades.

c. Vertical Unit Heaters: Phosphatized steel casing with baked enamel finish; casing to enclose fan, motor and coil, aluminum fan blades.

d. Coils: Plate type aluminum fins mechanically bonded to copper tubes.

2. Unit Ventilators:

a. Heating Medium: Hot water heating.

b. Cabinets: 14 gage furniture steel with removable front, baked enamel finish.

c. Dampers: Dual blade mixing dampers for modulation of return and outside air.

d. Fan Board Assembly: Fans, fan housings, bearings, fan shaft.

e. Motors: Split phase start, capacitor run constant speed motors.

f. Coils: 5/8 inch copper tubes with plate-type aluminum fins.

g. Accessories: Throwaway filters, wall louvers, unit shelving, crossover piping, auxiliary radiation.

3. Fan Coil Units:

a. Cooling Medium: Chilled water cooling.

b. Chassis: Galvanized steel with flanged edges.

c. Insulation: Faced heavy density glass fiber.

d. Cabinet: 18 gage steel removable panels, 16 gage front, insulation over entire coil section.

e. Coils: 5/8 inch seamless copper tubes mechanically bonded to configured aluminum fins.

f. Auxiliary Heating Coils: 7/16 inch seamless copper tubes mechanically bonded to configured aluminum fins.

g. Drain Pans: Stainless steel, insulated.

h. Fans: Centrifugal forward curved double width wheels in galvanized steel fan scrolls.

i. Motors: Integral thermal overload protection type.

j. Filters: Throwaway type.

k. Dampers: 18 gage steel damper blades.

l. Accessories: Wall boxes, discharge grille panels, sub-bases, extended oilers, recessing flanges.

--END OF SECTION--

4.15.19. SECTION 15850 - AIR HANDLING

A. PROJECT INCLUDES

1. Fans, ventilators, air handling units, and air filters for building mechanical systems.

B. PRODUCTS

1. Centrifugal Fans:

a. Centrifugal Fans for Indoor Installations: Belt-driven with housing, wheel, fan shaft, bearings, motor and disconnect switch, drive assembly, support structure.

b. Tubular Centrifugal Fans: Tubular in-line, belt driven with housing, wheel, outlet guide vanes, fan shaft, bearings, drive assembly, motor, mounting brackets, accessories.

c. In-line Centrifugal Fans: In-line, belt driven with housing, wheel, outlet guide vanes, fan shaft, bearings, drive assembly, motor and disconnect switch, mounting brackets, accessories.

2. Power Ventilators:

a. Centrifugal Roof Ventilators: Belt-driven or direct-drive types, centrifugal type with housing, wheel, fan shaft, bearings, motor and disconnect switch, drive assembly, curb base, accessories

b. Centrifugal Wall Ventilators: Belt-driven or direct-drive, centrifugal fans with housing, wheel, fan shaft, bearings, motor and disconnect switch, drive assembly, accessories.

c. Upblast Propeller Roof Exhaust Ventilators: Belt-driven or direct-drive propeller fans with housing, wheel, butterfly type discharge damper, fan shaft, bearings, motor and disconnect switch, drive assembly, curb base, accessories.

d. Utility Set Centrifugal Ventilators: Belt-driven fans with housing, wheel, fan shaft, bearings, motor and disconnect switch, drive assembly, accessories.

3. Central Station Air-Handling Units:

a. Variable-Air Volume, Central-Station-Air Handling Units for Indoor Installations: ARI 430, NFPA 90A; draw-through type.

b. Components: Motors, coils, dampers, and filters.

4. Air Filters:

a. Air Filters: ASHRAE 52, ARI 850, NFPA 90A, 90B.

b. Replaceable (Throwaway) Panel Filters: Flat panels, interlaced glass fiber media, 20 gage galvanized steel frame, 20 gage galvanized steel duct holding frame.

c. Extended Surface Disposable Panels Filters: Fibrous material media in deep pleats, galvanized steel frame, holding frames.

d. Front and Rear Access Filter Frames: Aluminum framing members, pre-filters, sealers.

e. Side Service Housings: 16 gage galvanized steel side-service housings, pre-filters, access doors, sealers.

f. Filter Gages: Diaphragm type with suitable filter gage range, manometer type filter gage.

--END OF SECTION--

4.15.20. SECTION 15890 - AIR DISTRIBUTION

A. PROJECT INCLUDES

1. Air distributions systems including ductwork, duct systems, HVAC casings, duct accessories, air outlets and inlets, and air terminals.

B. QUALITY ASSURANCE

1. Compliance: NFPA 90A, 96.

C. PRODUCTS

1. Metal Ductwork:

a. Types: Rectangular, round, and flat-oval metal ducts and plenums for HVAC systems in pressure classes from Minus 2 inches to plus 4 inches water gage.

b. Galvanized Sheet Steel: Lock-forming quality, ASTM A 527 G90.

c. Duct Liner: Ductliner shall not be used. Insulate duct on outside of duct.

d. Sealing Materials: Joint and seam sealants, tapes and mastics.

e. Fire-stopping: Fire-resistant sealant.

f. Hangers and Supports: Concrete inserts, powder actuated fasteners, structural steel fasteners suitable for use; galvanized sheet steel hangers; duct attachments; trapeze and riser supports.

g. Fabrication: SMACNA HVAC Duct construction Standards.

2. HVAC Casings:

   a. Types: Field-erected sheet metal casings used as equipment enclosures and plenums.

   b. Plenum Equipment Casings: Double-wall insulated, pressurized type, galvanized steel exterior shell, solid or perforated galvanized steel interior shell.

3. Duct Accessories:

   a. Backdraft Dampers: Galvanized steel frame, blades, blade seals, and axles.

   b. Manual Volume Control Dampers: Galvanized steel standard volume, low-leakage volume, and high-performance volume control dampers; galvanized steel jackshaft; damper control hardware

   c. Fire Dampers: UL 555 with galvanized steel frame, mounting sleeve, blades, horizontal dampers, fusible link.

   d. Ceiling Fire Dampers: UL listed and labeled galvanized steel frame, volume control adjustment, replaceable fusible link.

   e. Smoke Dampers: UL 555 and UL 555S, galvanized steel frame, blades and mounting sleeve, replaceable fusible link.

   f. Actuators: Damper motors for smooth modulating or 2-position action.

   g. Turning Vanes: Manufactured and acoustic turning vanes.

   h. Duct-Mounted Access Doors and Panels:

   i. Flexible Connectors: UL 181, Class 1, flame-retardant or non-combustible fabrics.

   j. Flexible Ducts: UL 181, Class 1, insulated types. Un-insulated type shall not be used.

   k. Accessory Hardware: Instrument test holes, splitter damper accessories, flexible duct clamps, adhesives.

4. Air Outlets and Inlets:

   a. Ceiling Air Diffusers: Diffuser faces, mountings, patterns, dampers, accessories, and finishes suitable for service, use, and location.

   b. Wall Registers and Grilles: Materials, faces, patterns, dampers, accessories, and finishes suitable for service, use, and location as selected.

5. Air Terminals:

   a. Central Air Terminals: Materials, dampers, heating coils, remote diffuser air outlets, hardware suitable for use.

   b. Integral Diffuser Terminals: Galvanized steel lined plenum with extruded aluminum or sheet steel diffuser, with fixed or variable geometry suitable for use.

   c. Fan Powered Terminals: Galvanized steel plenum, heating coils suitable for use.

--END OF SECTION--

4.15.21. SECTION 15970 - HVAC CONTROL SYSTEMS

A. PROJECT INCLUDES

1. Direct digital temperature control systems used for building HVAC systems. Provide a Landis & Gyr Powers direct digital control system. Contractor shall purchase control system using the GSA Federal Supply Schedule if necessary to provide price competition. Control system shall be installed with all equipment necessary for building manager to monitor operation and energy consumption of building from Mobile Field Office. Central monitoring and control at the facility shall be provided

2. Control System Operation: Offerer shall provide project specific piping (flow) and instrument diagrams. AHU flow and control diagrams.

3. Chilled water flow and control diagram. Diagram should indicate all valves, pipe sizes, flow meters, 4-way reversing valves, pumps, flex connectors, isolation valves, expansion tank, make-

up water, pressure switches, pressure sensors, pressure gauges, flow switches, thermometers, temperature sensors, strainers, by-pass valves, differential pressure sensors/switches, gage cocks, snubbers, check valves, all actuators, control system transmitters, control system transducers, pot-type chemical feeders, balancing valves, air separate, all air vents, etc.

4. Condenser water flow and control diagram should be used to indicate clearly the equipment specified and the design of the system. Diagram should indicate flow meters, check valves, pumps, strainers, isolation valves, flex connectors, triple duty or balancing valves, differential pressure sensors/switches, temperature sensors, control system transducers, all actuators, water meters, overflow piping, drain piping, make-up water piping, chemical injection tanks and chemical injectors.

B. PRODUCTS

1. Electric Control System Components:

2. Thermostats: Room thermostats, remote-bulb thermostats.

3. Sensors: Temperature sensors, space and duct humidity sensors, pressure sensors, and dew point sensors shall be electronic.

4. Clocks: All clock functions shall be provided by the computer control systems digital clock.

5. Controllers: Control functions shall be provided by direct digital control; damper actuator control; valve actuator control; fan speed controllers; etc.

6. Control Panels: Desktop computer systems shall provided control functions typically provided by central control panels.

--END OF SECTION--

4.15.22. SECTION 15990 - TESTING, ADJUSTING, & BALANCING

A. PROJECT INCLUDES

1. Total testing, adjusting, and balancing for mechanical systems to meet design specifications.

B. QUALITY ASSURANCE

1. Compliance: Associated Air Balance Council (AABC) requirements; National Environmental Balancing Bureau (NEBB) requirements.

C. PRODUCTS

1. Systems for Testing:

a. Supply air systems, all pressure ranges; including variable volume systems.

b. Return air systems.

c. Exhaust air systems.

d. Hydronic systems.

e. Steam distribution systems.

f. Cooling towers.

g. Temperature control system.

--END OF SECTION--

4.16. DIVISION 16 - ELECTRICAL

4.16.1. SECTION 16000 - ELECTRICAL SYSTEMS DESCRIPTIONS

A. PROJECT INCLUDES

1. Electrical Systems for the Following Applications: Refer to individual specification sections following for detailed requirements.
   a. Power and distribution.
   b. Lighting, including exit and emergency lighting.
   c. Emergency generator.
   d. Fire alarm and life safety.
   e. Security.
   f. Lightning protection.
   g. Telephone.
   h. Computer/local area network.
   i. Empty conduit system. (All empty conduit runs, electric or otherwise, should have pull boxes installed and at least one pull box every 100 feet.
   j. Power connections for HVAC and plumbing equipment.
   k. Power connections for specialty equipment.

B. PRODUCTS

1. Systems, products, and standards are listed in individual specification sections which follow.

--END OF SECTION--

4.16.2. SECTION 16010 - ELECTRICAL BASIC REQUIREMENTS

A. PROJECT INCLUDES

1. General requirements specifically applicable to Division 16, in addition to Division 1 provisions.
2. Division 15 lists requirements for motors, float and pressure switches, solenoid valves, motorized valves, damper operators and other devices which may be furnished under division 15, but installed, connected and tested under division 16.

B. QUALITY ASSURANCE

1. ANSI/NFPA 70 - National Electrical Code.
2. NFPA 72
3. NFPA 72E
4. NFPA 72G
5. NFPA 72H
6. NFPA 75
7. NFPA 78
8. NFPA 110
9. ANSI/IEEE C2 - National Electrical Safety Code.
10. IES Handbooks
11. Local Codes.
12. The BOCA National Building Code.
13. OSHA.
14. NECA - Standard of Installation.

C. PRODUCTS

1. Furnish and install products, acceptable to the authority having jurisdiction as suitable for the use intended, from reputable manufacturers having a history of successful installation and operation of the products proposed.

2. Manufacturer's Nameplates: Aluminum or type 304 stainless steel not less than 20 gage thick, permanently engraved or punched, riveted or bolted to all equipment.

3. Field Nameplates: Provide engraved melamine plastic, 1/8" thick engraved in block capitol lettering to expose white lettering on black face. Nameplates shall be provided for all equipment installed, such as switchgear, panelboards. transformers, special receptacles and switches and miscellaneous devices such as timers, contactors, etc. Nameplates shall include the name of the equipment, phase and voltage, and where the equipment is fed from.

--END OF SECTION --

4.16.3. SECTION 16110 - RACEWAYS, CABLE TRAYS, AND BOXES

A. PROJECT INCLUDES

1. Electrical conduit, tubing, surface raceways, wireways, cable trays, boxes, and cabinets for electrical power and signal distribution.

B. PRODUCTS

1. Wiring Methods:

a. Exposed Indoor Wiring: Electrical metallic tubing 8'-0" or more above finished floor; galvanized rigid steel conduit below 8'-0" above finished floor.

b. Concealed Indoor Wiring: Electrical metallic tubing except that all feeder circuits shall be installed in rigid galvanized conduit.

c. Exposed Outdoor Wiring: Galvanized rigid steel conduit. If local environmental conditions are not suitable for exposed galvanized steel, rigid nonmetallic or PVC coated rigid steel conduit may be considered.

d. Concealed Outdoor Wiring: Provide same as required for exposed outdoor wiring.

e. Underground Wiring, Single Run: Rigid nonmetallic conduit.

f. Underground Wiring, Grouped: Rigid nonmetallic conduit. Utility service, or conduits below roads, grouped or single, shall be encased in concrete with not less than 3" thickness beyond conduit wall. Conduit below roads or railroads shall be steel reinforced.

g. Connection to Vibrating Equipment: Flexible metal conduit, liquid tight at exterior.

2. Metal Conduit and Tubing:

a. Rigid Steel Conduit ANSl Conduit: ANSI C80.1.

b. PVC Externally Coated Rigid Steel Conduit and Fittings: ANSI C80.1 and NEMA RN 1.

c. Electrical Metallic Tubing (EMT) and Fittings: ANSI C80.3.

d. PVC Externally-Coated Electrical Metallic Tubing & Fittings: ANSI C80.3 and NEMA RN 1.

e. Flexible Metal Conduit: UL 1 zinc-coated steel.

f. Liquid tight Flexible Metal Conduit and Fittings: UL 360.

3. Nonmetallic Conduit and Ducts:

a. Electrical Nonmetallic Tubing (ENT): NEMA TC 13.

b. Rigid Nonmetallic Conduit (RNC): NEMA TC 2 and UL 651, Schedule 40 or 80 PVC.

c. Underground PVC and ABS Plastic Utilities Duct: NEMA TC 6, Type I for encased burial in concrete. Type II for direct burial.

d. VC and ABS Plastic Utilities Duct Fittings: NEMA TC 9.

e. Liquid tight Flexible Nonmetallic Conduit and Fittings: UL 1660.

4. Raceway Accessory Materials:
   a. Conduit Bodies: NEC requirements.
   b. Wireways: NEC requirements.
   c. Surface Raceways, Metallic: Galvanized steel, with snap-on covers.
   d. Connectors for EMT shall be the compression type. Set screws are not allowed.
5. Cable Trays:
   a. Materials: Mill galvanized steel, Hot-dip galvanized steel or aluminum.
   b. Configuration: Ladder type, trough-type, solid-bottom type, channel type.
   c. Covers: Solid type, louvered type, and ventilated-hat type.
6. Boxes and Fittings:
   a. Cabinet Boxes: UL 50, sheet steel, NEMA 1.
   b. Pull and Junction Boxes: UL 50, steel boxes.
   c. Metal Outlet, Device and Small Wiring Boxes: UL 514A and OS 1.
   d. Nonmetallic Outlet, Device and Small Wiring Boxes: NEMA OS 2.

--END OF SECTION--

4.16.4. SECTION 16118 - UNDERFLOOR RACEWAYS

A. PROJECT INCLUDES

1. Two-level, with the lower level being steel underfloor raceway, similar to the Walkercell 1 system, grouped in runs of 3 each (power, communications and data) spaced on 6'-0" centers and cast in concrete floor topping; with preset inserts that access each duct in a group spaced on 2'-0" centers (of the type which will allow communications, data and power outlets to be installed in the same assembly having a cover flush with the floor). The upper level shall be closed bottom trench duct having a full opening top covered with removable covers installed flush with the floor surface.

or

2. Cellular metal underfloor raceway with grouped power, communications and data cells on 6'-0" centers with preset activating modules having access to all three cells in a group spaced 2'-0" on center to house flush multiple outlets (in an assembly having a cover flush with the floor surface). Cells shall be serviced by closed bottom trench duct having a full opening top with removable covers installed flush with the floor surface.
3. As a minimum, all ducts, cells and trenches shall be sized to allow a spacing of up to one work station per each 100 SF with each work station requiring (for planning purposes) one 4-pair telephone cable, one four pair data cable, two general power duplex receptacles and two dedicated circuit isolated ground duplex receptacles. Where, a specific design requires spacing more concentrated than that listed herein, the floor system shall be designed for the more concentrated system in locations where occurring. The contractor shall provide calculations to prove adequate wire capacity of the underfloor distribution system.
4. Underfloor raceway system to be provided at U.S. Marshals office space on Level One and at Level Two in its entirety. Courtrooms shall be provided with either an underfloor raceway system or system of flush mounted service fittings (as described below) boxes in "well" area.

B. PRODUCTS

1. Underfloor Raceway Components:
   a. Flat-Top Underfloor Raceway: Steel, 1-1/2" deep, welded.

b. Trench-Type Underfloor Raceway: Steel, welded, with removable steel covers that will not permanently deflect under normal office loads, including dolly wheels loaded with office files and furniture.

c. Cellular Underfloor Raceway: Steel, 1-1/2 inch deep, welded.

d. Service Fittings: Flush, preset inserts, power outlets, communications outlets and data outlets in modular pattern.

--END OF SECTION--

4.16.5. SECTION 16119 - UNDERGROUND DUCTS AND UTILITY STRUCTURES

A. PROJECT MAY INCLUDE:

1. Underground conduits and ducts, duct banks, pull boxes and handholes, manholes, and other underground utility structures.

B. PRODUCTS

1. Underground Duct Applications:

a. Electrical Utility Service: Plastic utilities duct encased in concrete.

b. Electrical Feeders: Direct buried rigid plastic conduit with plastic spacers. Direct buried rigid galvanized steel conduit coated with heavy layer of asphaltic mastic or encased in concrete. Steel conduit shall be used underground only where soil conditions are not corrosive to steel.

c. Telephone Utility Service: Plastic utilities duct encased in concrete.

d. Communication Circuits: Plastic underground conduit encased in concrete.

2. Conduit and Duct:

a. Rigid Steel Conduit: ANSI C80.1, galvanized.

b. Plastic-Coated Rigid Steel Conduit and Fittings: NEMA RN 1.

c. Rigid Plastic Conduit: NEMA TC 2, Schedule 40 PVC.

d. PVC Conduit and Tubing Fittings: NEMA TC 3.

e. Rigid Plastic Underground Conduit: UL 651A, Type A PVC.

f. Rigid Plastic Underground Conduit: UL 651A, Type EB PVC.

g. Rigid Plastic Underground Conduit: High-density polyethylene, Schedule 50.

h. Rigid Plastic Underground Conduit: Fiberglass-reinforced epoxy.

i. Plastic Utilities Duct: NEMA TC 6.

j. Plastic Utilities Duct Fittings: NEMA TC 9.

k. Plastic Communication Duct and Fittings: NEMA TC 10.

l. Coilable Plastic Duct: NEMA TC 12.

3. Pull Boxes and Handholes

a. Cast Metal Boxes: Cast aluminum with gasketed cover with nonskid finish.

b. Fiberglass Handholes: Molded fiberglass with weatherproof cover with nonskid finish.

4. Precast Concrete Utility Structures:

a. Precast Units: Interlocking, mating sections.

b. Structural Design and Fabrication: ASTM C 858.

c. Structural Design Loading: ASTM C 857, class as applicable.

5. Accessories:

a. Duct Supports: Rigid PVC.

b. Frames and Covers: Cast iron with cast-in legend.

c. Sump Frame and Grate: FS RR-F-621, Type VII for frame and Type I for cover.

d. Components: Pulling eyes in walls, pulling and lifting irons in floor, cable stanchions, arms and cable support insulators, ladder.

--END OF SECTION--

4.16.6. SECTION 16120 - WIRES AND CABLES

A. PROJECT INCLUDES

1. Wires, cables, and connectors for power, lighting, signal, control and related systems rated 600 volts and less.

B. QUALITY ASSURANCE

1. Compliance: National Electrical Code; UL 4, 83, 486A, 486B, 854; NEMA/ICEA WC-5, WC-7, WC-8; IEEE 82.

C. PRODUCTS

1. Wire Components:

a. Conductors for Power and Lighting Circuits: Solid conductors for No. 10 AWG and smaller; stranded conductors for No. 8 AWG and larger.

b. Conductor Material: Copper.

c. Insulation: THHN/THWN for conductors size 500MCM and larger and No. 8 AWG and smaller; THW, THHN/THWN or XHHW insulation for other sizes based on location.

Insulation Voltage Rating: 600 volts

d. Jackets: Factory-applied nylon or PVC.

2. Cables:

a. Metal-Clad Cable (prefabricated wiring systems) from Raceway Outlet Boxes to Lighting Fixtures: UL Type MC with copper wiring.

b. Control/Signal Transmission Media: Single conductor coaxial type with polyethylene core; twisted pair, aerial, plenum and video types, copper wiring.

c. Fiber Optic Cables: Single channel low-loss glass type, fiber optic multimode graded-index cables, including connectors, couples, transmitters, receivers, sources and detectors.

3. Connectors: UL listed solderless metal connectors with appropriate temperature ratings.

4. Color Coding:

a. All No. 12 and No. 10 conductors shall have continuous insulation colors as follows:

208Y/120 Volts, 3 ph, 4W	480Y/277 Volts, 3 ph, 4W
Phase A - Black	Phase A - Brown
Phase B - Red	Phase B - Orange
Phase C - Blue	Phase C - Yellow
Neutral - White	Neutral - Gray

Equipment Ground - Green (All Systems)

b. All phase conductors larger than No. 10, if unavailable in colors shall be taped with corresponding colors in panelboard gutters, pull boxes and at load connections or any connection points.

c. Where prefabricated wiring systems are used, wiring shall be color coded to match above.

--END OF SECTION--

4.16.7. SECTION 16140 - WIRING DEVICES

A. PROJECT INCLUDES

1. Wiring devices for electrical service.

B. QUALITY ASSURANCE

1. Compliance: National Electrical Code, NEMA WD 1, UL.

C. PRODUCTS

1. Wiring Devices and Components:

a. Receptacles: UL 498, NEMA WD 1 and FS W-C 596. Receptacles shall be specification grade rated for the load supplied, however no receptacles less than 20 ampere rating shall be used on the project. General convenience receptacles shall be NEMA 5-20R configuration. Receptacles connected to emergency systems shall have red bodies, receptacles for computer service shall be provided with isolated grounds and have an orange body, general use receptacles may be architects choice of colors.

b. Ground-Fault Interrupter (GFI) Receptacles: Each ground-fault type receptacle shall be specification grade having an independent ground-fault interrupter unit with integral duplex receptacle having a NEMA 5-20R configuration.

c. Snap Switches: UL 20, NEMA WD 1 and FS W-S 896, AC switches shall be quiet type, toggle handle, specification grade, rated 20 amperes, 120-277 volt. Motor starter switches, rated for motor starting loads may be used for motor loads under 1/2 HP.

d. Dimmer Switches, Incandescent Lamps: NEMA WD 1, solid state modular dimmer switches, 120 volts, 60 Hertz, adjustable rotary knob or slide type.

e. Dimmer Switches, Fluorescent Lamps: Full-wave modular type AC dimmer, electronic type, with electrostatic filters.

f. Wall Plates: Single and combination types, stainless steel or plastic type plate with integral color. Where color plates are used, color may be architects choice except that where used with receptacles having a special color requirement, plates shall match the color of the receptacle.

g. Occupancy Sensors: Provide passive infrared, ultrasonic, or dual technology sensors as required for the best operations in the space controlled. All sensors shall have LED indicators, adjustable sensitivity and adjustable time of 30 seconds to 30 minutes. All occupancy sensors shall have at least a five year warranty and shall be provided by a manufacturer who has been making occupancy sensors for a period of five or more years.

h. Provide timers, special devices or specific purpose receptacles as required for the project having quality similar to the above.

--END OF SECTION--

4.16.8. SECTION 16400 - SERVICE AND DISTRIBUTION

A. PROJECT INCLUDES

1. Electrical service and distribution including service entrance, switchboards, low-voltage power switchgear, grounding, transformers, busways, panelboards, overcurrent protective devices, and motor controllers.

2. Service and Distribution Requirements: An adequate underground service shall be provided at 480Y/277 volts to supply the building maximum demand plus at least 25% spare capacity above maximum demand. Should local conditions make a service at another voltage, or above ground, appear more appropriate for the installation, a different voltage or above ground service may be considered after receipt of written justification for the change and after written approval by the Government.

B. PRODUCTS

1. Switchboards:

a. Switchboard Type: Front and rear accessible sections for drawout or fixed main device, branches and sections.

b. Enclosure: NEMA 1, indoor.

c. Utility Metering Compartment: Acceptable to local utility company.

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d. Buses and Connections: Three-phase, four-wire type, uniform capacity entire length of switchboard, copper or aluminum construction.

e. Overcurrent Protective Devices (Circuit breakers): Ratings, characteristics and settings suitable for use. Provide two levels of ground fault protection.

f. Circuit Control and Protective Devices: Provide surge arrestors.

g. Instrument Transformers: NEMA EI 21.1, IEEE C57.13.

h. Ratings: Nominal system voltage, continuous main bus amperage, short-circuit-current rating suitable for use. 100 percent neutral.

i. Instrumentation: Provide solid state instrumentation on each main breaker to show digital readings of phase to phase and phase to neutral voltages, phase amperage on all phases, KVA, power factor, KW and accumulative KWH. Instrumentation shall also provide for remote indication through the building automation system.

2. Low-Voltage Power Switchgear:

a. Low Voltage Switchgear Assemblies: IEEE C37.20.1 and UL 1558. Nominal system voltage, main bus continuous amperage suitable for use. Short-time and short-circuit-current ratings same as highest rated circuit breaker in switchgear assembly. Provide copper or aluminum bus construction.

b. Low Voltage Drawout Power Circuit Breakers: IEEE C37.13 and UL 1066. Continuous current, interrupting, and short-time current ratings for each circuit breaker suitable for use. Voltage and frequency ratings same as switchgear.

c. Provide other features similar to that required for switchboards.

3. Grounding:

a. Grounding Equipment: UL 467; copper conductors; NEC Table 8 wire and cable conductors; connectors.

b. Grounding Electrodes: Copper-clad steel ground rods minimum 10 ft. length.

4. Transformers:

a. Dry Type Transformers: NEMA ST 20, copper windings, 2 winding type; enclosure type, insulation class, insulation temperature rise suitable for use; Sound level ratings shall not be greater than allowed by NEMA TR-27. For electronic and computer loads, transformers shall be rated K-13 or greater as required by the load and shall be provided with electrostatic shielding.

b. Buck-Boost Transformers: NEMA ST 1, UL 506, self-cooled dry type; continuous duty rating.

c. Control and Signal Transformers: NEMA ST 1, UL 506, self-cooled, two-winding dry type; continuous duty rating.

5. Busways:

a. Busways: Feeder and Plug-in type, ANSI/UL 857, NEMA BU 1, enclosed, non-ventilated, suitable for indoor installation, copper conductors with ground bars and 100% neutrals.

b. Plug-In Devices: Circuit breaker plugs and combination starter plugs; compatible with connected busway.

6. Panelboards:

a. Panelboards: NEMA PB 1, UL 50, 61, with bolted on circuit breakers and enclosure suitable for use, copper or aluminum bus, compression type main and neutral lugs.

b. Panelboard Type: Load-center-type panelboards; lighting and appliance branch circuit panelboards; distribution panelboards.

c. Panelboards serving electronic and computer loads shall be rated for non-linear loads, have neutrals rated at 200% of the phase current rating and shall be provided with an insulated isolated ground bus in addition to the equipment grounding bus.

7. Overcurrent Protective Devices:
   a. Overcurrent Protective Devices: Integral to panelboards, switchboards, and motor control centers.
   b. Fused Power Circuit Devices: UL 977, operation suitable for use; open fuse trip device; minimum fault current rating suitable for use.
   c. Molded Case Circuit Breakers: UL 489, NEMA AB 1; combination circuit breaker and ground fault circuit interrupters type; current-limiting circuit breaker type; integrally fused circuit breaker type; solid-state trip device circuit breaker type; rating suitable for use.
   d. Insulated Case Circuit Breakers: UL 489, NEMA AB 1; rating suitable for use.
8. Fuses:
   a. Cartridge Fuses: ANSI/IEEE FU 1, non-interchangeable type.
   b. Spare Fuse Cabinet: Wall-mounted 18 gauge steel unit.
9. Motor Controllers:
   a. Manual Motor Controllers: Quick-make, quick-break toggle action.
   b. Magnetic Motor Controllers: Full-voltage non-reversing, across-the-line, magnetic controller, NEMA size 1 or larger.
   c. Multi-speed Motor Controllers: Full-voltage non-reversing, across-the-line, magnetic controller, multi-speed type, NEMA size 1 or larger..
   d. Reduced-Voltage Motor Controllers: Star-delta magnetic type or Part winding magnetic type or Solid state type.
   e. Solid-State, Variable-Speed Motor Controllers: Variable speed control for NEMA Design B, 3 phase induction motor; ratings, control interfaces, internal adjustability, multiple motor capability, motor circuit protection features suitable for use.
   f. Combination Controller/Disconnect: Provide with motor controllers as described above and having circuit breaker type disconnects (thermal/magnetic or MCPs) suitable for use.

--END OF SECTION--

4.16.9. SECTION 16482 - MOTOR-CONTROL CENTERS

A. PROJECT INCLUDES
   1. Motor-control center for use on AC circuits rated 600V or less. Provide where five or more motors are grouped near each other.

B. PRODUCTS
   1. Motor Control Center (MCC) Components:
      a. MCC Features: Modular motor controllers with motor circuit protectors or thermal magnetic circuit breakers, control devices, overcurrent protective devices, transformers, panelboards, instruments, indicating panels, blank panels and accessory items mounted in MCC compartment.
      b. MCC Wiring Classification: Class I, Type B
      c. MCC Enclosure: NEMA Type I.
      d. Buses: Plated copper or plated aluminum, ampacity rating and AIC rating as required for the project.

--END OF SECTION--

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4.16.10. SECTION 16515 - INTERIOR LIGHTING

A. PROJECT INCLUDES

1. Interior lighting fixtures, lamps, ballasts, emergency lighting units, and accessories.

B. QUALITY ASSURANCE

1. Compliance: NFPA 70 "National Electrical Code."

C. PRODUCTS

1. Interior Lighting Components:

a. Fluorescent Fixtures: Fixtures, UL 1570; ballasts, UL 935, high frequency electronic type with ballast factor of 89% or greater, harmonic distortion less than 20%, and shall maintain full voltage light output at plus or mimus 5% of standard with less than 5% flicker. Provide for both standard and dimming ballasts; lamps, T8, rare earth phosphor, 3500°, CRI 75 or greater; air handling fixtures.

b. High Intensity Discharge (HID) Fixtures: UL 1572; ballasts, UL 1029; Provide quartz instant restrike device when used on emergency circuits.

c. Incandescent Fixtures: UL 1571.

d. Fixtures for Hazardous Locations: UL 844.

e. Fixtures for Maximum Security Locations: U.S. Marshals Service "Requirements and Specifications for Special Purpose and Support Space".

f. Track Lighting Systems: UL 1574.

g. Exit Signs: UL 924, LED type.

h. Emergency Lighting Units: UL 924.

i. Emergency Fluorescent Power Supply: UL 924.

j. Lamps: ANSI Standards, C78 series.

k. Suspended Fixture Support Components: Stem, rod, and hook hangers. Provide seismic bracing if seismic conditions of project warrant this construction.

--END OF SECTION--

4.16.11. SECTION 16525 - EXTERIOR LIGHTING

A. PROJECT INCLUDES:

1. Exterior lighting fixtures, lamps, ballasts, poles, standards, and accessories.

B. QUALITY ASSURANCE

1. Compliance: NFPA 70 "National Electrical Code."

C. PRODUCTS

1. Exterior Lighting Components:

a. Fluorescent Fixtures: Fixtures, UL 1570; ballasts, UL 935, high frequency electronic types.

b. High Intensity Discharge (HID) Fixtures: UL 1572; ballasts, UL 1029; Provide quartz instant restrike device where used on emergency circuits..

c. Incandescent Fixtures: UL 1571.

d. Lamps: ANSI Standards, C78 series.

e. Fixture Support Poles, Mast Arms and Brackets: Steel or Aluminum, solidly grounded.

f. Fuses: Provide in-line, replaceable fuses in the base of each pole mounted fixture, accessible from the hand hole.

--END OF SECTION--

4.16.12. SECTION 16620 - PACKAGED ENGINE GENERATOR SYSTEMS

A. PROJECT INCLUDES

1. Packaged diesel engine generator system.

B. QUALITY ASSURANCE

1. Compliance: NFPA 110.

C. PRODUCTS

1. Packaged Engine Generator System Characteristics:

a. Type: Standby-rated automatically started diesel (10 seconds maximum) engine coupled to an AC generator unit.

b. Ratings: Voltage, frequency, and power output ratings suitable for use.

c. Maximum Transfer Time to Assume Full Load: 10 Seconds

d. Fuel Supply: 48 hours of operation at maximum rating. Above ground storage.

2. Packaged Engine Generator System Components:

a. Engine: NFPA 37.

b. Engine Fuel: Diesel fuel oil grade DF-2.

c. Cooling System: Closed-loop, liquid-cooled, radiator mounted on generator set base.

d. Fuel Supply System: NFPA 30, 37; day tank for 4 hours full load, redundant high-level fuel shutoff, fuel piping and storage tank, dual redundant pumping.

e. Engine Exhaust System: Critical rated Muffler, suitable for use.

f. Combustion Air-Intake System: Filter type air intake silencer, intake duct and connections.

g. Starting System: DC electric with negative ground. Provide heavy duty diesel starting batteries (minimum of two) and suitable adjustable charger with full wave rectifier, current limiting, dual rate, float/equalize, DC voltmeter and ammeter, alarms for charger failure and low battery voltage including signals for remote monitoring by BAS.

h. Control and Monitoring: Operating and safety indications, protective devices, basic system controls, engine gages. Provide a full option remote monitoring panel.

i. Generator, Exciter, and Voltage Regulator: NEMA MG 1, direct drive.

j. Governor: Solid state isochronous type to maintain engine speed within plus or minus 0.25 HZ, with recovery to steady state within 2 seconds following sudden load changes.

k. Outdoor Generator Set Enclosure: Weatherproof steel housing, louvers, dampers.

l. Transfer Switches: Automatic, 4-pole, applicable to service required.

--END OF SECTION--

4.16.13. SECTION 16660 - GROUND-FAULT PROTECTION SYSTEMS

A. PROJECT INCLUDES

1. Ground-fault sensing, relaying, tripping, and alarm devices for installation in distribution switchboards and panelboards rated 600 volts and less.

B. PRODUCTS

1. Ground-Fault Sensing Devices:

a. Outgoing-Circuit Current Sensors: Current transformer with circuits requiring outgoing-circuit sensing method.

b. Ground-Return Current Sensors: Current transformer for encircling main bonding jumper connection.

c. Short Circuit Rating: 200,000 amperes RMS symmetrical.

d. Outputs: Compatible with relay inputs.

2. Ground-Fault Relays and Monitors:

a. Ground-Fault Relay: Solid-state type without external electrical power supply required for relay. Provide two levels of ground fault protection.

b. Monitor Panels: Ground-fault indicators, control-power indicators, test and reset buttons.

--END OF SECTION--

4.16.14. SECTION 16670 - LIGHTNING PROTECTION SYSTEMS

A. PROJECT INCLUDES

1. Lightning protection systems for buildings and associated structures.

B. QUALITY ASSURANCE

1. Compliance: NFPA 78; UL 96; Provide a UL Master Label System.

C. PRODUCTS

1. Lightning Protection System Components:

a. Metal Type: Copper or Aluminum, with solid air terminals.

b. Air Terminals: Copper or Aluminum points.

c. Ground Rods: Copper clad steel.

d. Accessory Components: Bonding plates, conductors, connectors, conductor straps, fasteners, grounding plates, rod clamps, splicers. All underground cables shall be copper and all underground connections shall be made with an exothermal welding process. Down conductors shall be installed in non-metallic conduit concealed within the building.

--END OF SECTION--

4.16.15. SECTION 16721 - FIRE ALARM SYSTEMS

A. PROJECT INCLUDES

1. Zoned, non-coded, addressable, microprocessor-based fire detection and alarm system with manual and automatic alarm initiation, analog addressable smoke detectors, and automatic alarm verification for alarms initiated by designated smoke detector zones.

2. Note: If the building proposed is not a high-rise building, a basic fire alarm system will be required including horns, strobes, graphic annunciator, printer and other control equipment. If the building proposed is classified as a high-rise building, a fire alarm/voice communications/firefighters telephone system with CRT monitors and printer shall be provided and the equipment shall be housed in a console installed in a building command center placed on the ground floor for speedy access by the local fire department.

B. QUALITY ASSURANCE

1. Compliance: NFPA 70, 71, 72, 72E, 72G, 72H.

C. PRODUCTS

1. Fire Alarm System Characteristics:

a. Signal Transmission: Dedicated multiplex signal transmission.

b. Audible Alarm Indication: Horns and bells for basic system, tone signals and voice alarm messages on fire system rated speakers for high rise systems.

c. Visual Alarm Indication: Strobe lights.

d. Interface: Smoke removal systems, smoke dampers, air handling units control, elevator recall system, fire door holders, door locks.

e. Reporting and Annunciation: Sound and LED or LCD visual indication on main panel and remote annunciator panel with off-site reporting of alarms and trouble for basic system. Sound and CRT with keyboard and with a local and remote hard copy printer, along with displayed floor plans with off-site reporting of alarms and trouble for high rise systems.

2. Fire Alarm System Components:

a. Manual Pull Stations: Red single-action type, metal. Restoration of the unit shall require removal of the front cover with a tool or replacement of a broken glass or plastic rod.

b. Smoke Detectors: UL 268, self-restoring type with visual indicator, photoelectric type.

c. Thermal Detectors: Fixed-temperature and rate-of-rise type.

d. Flame Detectors: Ultraviolet type with delay.

e. Fire Alarm Bells: Electric vibrating under-dome type.

f. Fire Alarm Horns: Electric vibrating polarized type.

g. Visual Alarm Devices: Xenon strobe lights having an intensity of 100 candella minimum and with a flash rate of 1 HZ to 3 HZ. Provide with a clear plastic lens with the word "FIRE" in red letters on the lens.

h. Voice/Tone Speakers: UL 1480 type with 25 volt line matching transformer for each unit with taps at 1/4 watt, 1/2 watt, 1 watt, 2 watts and 5 watts. Provide a minimum sound rating of 82 dbA at 10 ft when tapped at 1 watt. Provide one amplifier for each speaker circuit with a minimum of two speaker circuits per floor. Speakers shall be wired with shielded cable in conduit such that every other speaker is on a different circuit, such that failure of a single circuit can affect only half the speakers on a floor, but the entire area of the floor will still be covered.

i. Fire Fighters Telephones: Red telephone handset with dedicated, supervised communication lines. Handsets shall have separate speaker and microphone coils. Provide ten standard telephone handsets with 6 ft coiled retractable cords stored in a flush mounted cabinet with hinged transparent door. Provide fixed emergency telephones in code required locations and at each three floor levels in each stairwell consisting of a telephone set in a cabinet with a hinged door, plainly marked an emergency telephone.

j. Device Location-Indicating Lights: System-voltage-indicating light.

k. Magnetic Door Holders: Wall or floor mounted type.

l. Fire Alarm Control Panel: UL 864 with lockable steel enclosure and alphanumeric display and system controls.

m. Graphic Annunciator: LED indicators on graphic building floor plan.

n. System Printers: Ink jet or laser jet type with standard EIA RS 232 ports. The unit shall receive standard paper widths and length up to 14" wide. Each unit shall include an adjustable tractor feed. Character set shall be the standard ASCII set. Line width shall be 128 characters, minimum.

o. Transmitter: Auto-dialer type.

p. Emergency Power Supply: Battery operated, 24-hour operation capacity, complete with battery charger.

q. Line-Voltage and Low-Voltage Circuits: Solid copper conductors with rated insulation, color coded. Signal circuits shall be in shielded cable format.

r. Conduit: The entire fire alarm system wiring shall be in rigid steel conduit that is painted red after installation.

s. CRT: The CRT's shall be packaged in a standard enclosure with only the CRT screen and keyboard visible. The CRT shall have a non-glare display with 24 display lines. The diagonal dimension of the screen shall not be less than 12 inches. The CRT shall operate on EIA RS-232-C or current loop interfaces using ASCII encoded transmission.

t. Keyboard: The CRT shall be provided with a keyboard and shall be the main machine interface to the CPU. The keyboard shall include the full 129 ASCII character set, including

control functions. The keyboard shall also include one special function key for the purpose of acknowledging alarms and cursor control keys.

--END OF SECTION--

4.16.16. SECTION 16724 - INTRUSION DETECTION SYSTEMS

A. PROJECT INCLUDES

1. Intrusion detection system including sensors, signal equipment, controls, and alarm displays.

B. QUALITY ASSURANCE

1. Compliance: UL 609, 681, 1023, 1076, 1641, FM approval as applicable.

C. PRODUCTS

1. Intrusion Detection System Components:

a. Surge Protection: UL 1449.

b. Interference Resistance: Not affected by radiated radio frequency interference and electrical as applicable.

c. Tamper Protection: Tamper protection switches.

d. Intrusion Detection Devices: Types, features, accessories and mounting conditions as applicable.

e. Alarm Contact Arrangement: Single-pole, double-throw type.

f. Door Switches: UL 634.

g. Space Intrusion Detection Devices: UL 639, passive infrared, microwave, acoustical, glass-break, vibration, and dual-technology devices as applicable.

h. System Control Panel: UL compliance for type of unit.

i. Annunciator: Visual display and audible alarm.

j. Secure-Access Control Stations: Keypad, display module, and key-operated switch.

k. System Printer: Dot-matrix type with NRTL label.

l. Wire and Cable: Stranded copper.

m. Conduit: See Section 16110

n. Junction Boxes

o. Power

--END OF SECTION--

4.16.17. SECTION 16740 - TELEPHONE SYSTEMS

A. PROJECT INCLUDES

1. Telephone service entrance raceway.

2. Equipment and terminal backboards.

3. System Requirements: Provide conduit raceway for telephone system from backboards to individual set outlet boxes. It is envisioned that the telephone distribution within the building will utilize the underfloor distribution system where provided; however, other areas of the building will require wall mounted outlets. Where wall mounted outlets are required, outlet boxes with cover plates shall be provided with conduit run in walls and overhead back to the telephone closet on the floor involved.

B. QUALITY ASSURANCE

1. Compliance: FCC regulations.

B. PRODUCTS

1. Lighting Control Equipment Components:

a. Manual Modular Dimming System: Factory fabricated, 1 to 4 channels of manual dimming control; common on-off switching, single flush wall plate.

b. Integrated Multi-preset Modular Dimming System: Microprocessor-based, solid-state system, automatically changes variable dimmer settings of different groups of lights when push-button is operated; control panel to adjust dimmer channel settings; timed cross-fading acting when one preset scene is switched to another.

c. Multi-channel Remote-Controlled Dimming System: Microprocessor-based, solid-state system and low voltage control signals to change variable dimmer settings of different groups of lights from one preset scene to another; control panels adjust dimmer channel settings and command change; plug in type dimmer modules; power failure memory feature.

d. Programmable Lighting Control System: UL 916, microprocessor-based, solid-state 365 day timing and control unit with output circuits individually programmable.

e. Surge Protection: UL 1449 solid-state, line-voltage equipment surge protection.

f. Dimmers: UL 508.

g. Contactors and Relays: NEMA ICS 2, electrically operated and mechanically held devices; pilot lights.

h. Time Switches and Sensors: Solid-state and/or Electromechanical dial type time switches, UL 917. UL 773A photoelectric relays, solid state, with SPDT dry contacts for relay or contactor control, with time delay to prevent false operation.

i. Occupancy Sensors: UL listed, Class 2, ultrasonic, infrared or combination technology ceiling-mounted, motion-detection type, with sensing head.

j. Concealed Outdoor Wiring: Provide same as required for exposed outdoor wiring.

--END OF SECTION--

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C. PRODUCTS

1. Telephone termination backboards: Fire resistant plywood, painted with white fire resistive paint, sized at 4'-0" x 8'-0" x 3/4" thick.

2. Conduit: See Section 16110.

--END OF SECTION--

4.16.18. SECTION 16780 - TELEVISION SYSTEMS

A. PROJECT INCLUDES

1. Planning and installation of conduit for closed-circuit television system (CCTV) for building surveillance and imaging applications.

B. PRODUCTS

1. CCTV System Components (supplied by Government):

a. Cameras: Silicon target, monochrome, CCD imaging type with 1/2 inch pickup tube capable of producing useable video images, resolving all 10 shades of gray of EIA Resolution Chart, using f/1.4 lens with subject illumination ranging from 0.5 lux to 100,000 lux.

b. Lenses: Fixed lenses f/1.4 adjustable to f/22; motorized remote controlled zoom lenses.

c. Camera Supporting Equipment: Minimum safety factor of 2.0; 100 mph wind for exterior units.

d. Pan Units: Motorized automatic scanning units.

e. Pan and Tilt Units: Motorized units for remote-controlled aiming of cameras, panning rotation 0 to 355 degrees with adjustable stop, 90 degree tilt movement, 12 degrees per second speed.

f. Accessories: Mounting brackets, steel dustproof housings for fixed cameras.

g. Monitors: Monochrome, metal cabinet units designed for continuous operation.

h. Visual Tape Recorder: Industrial time lapse type for continuous operation, tape format 1/2" using industrial grade T120 cassettes, minimum 400 lines resolution.

i. Manual Switch Bank: Low-loss, high-isolation multiple video switches.

j. Sequential Switchers: Automatically sequence outputs of multiple cameras, continuously adjustable, 5 to 20 seconds with manual override.

k. Pan, Tilt, and Zoom Controls: Arranged for multiple-camera control with selector switches.

l. CCTV Master Control Station: Heavy-duty, freestanding, modular metal furniture with wiring to other building systems including telephone, communications, fire alarm, and other systems.

m. CCTV Coaxial Cable Connectors: Type BNC, 75 ohms.

--END OF SECTION--

4.16.19. SECTION 16915 - LIGHTING CONTROL EQUIPMENT

A. PROJECT INCLUDES

1. Lighting Control Equipment:

a. Manual modular dimming systems.

b. Integrated multi-preset modular dimming systems.

c. Multi-channel remote-controlled dimming system.

d. Programmable lighting control system.

LEASE-CONSTRUCT

SOLICITATION FOR OFFERS

MFL 93021

for the

NEW U. S. COURTHOUSE

Pensacola, Florida

VOLUME 4

PROPOSAL AND AWARD

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VOLUME 4 - PROPOSAL AND AWARD: Part 1 - General Solicitation Provisions

1. SOLICITATION PROVISIONS

1.1. 552.270-1 - Preparations of Offers (Apr 1985).

(a) Offerors are expected to read all parts of this solicitation.

(b) Offers must be (1) submitted on the forms prescribed and furnished by the Government as a part of this solicitation or on copies of those forms, and (2) signed. The person signing an offer must initial each erasure or change appearing on any offer form. If the Offeror is a partnership, the names of the partners composing the firm must be included with the offer.

(c) Offers will be construed to be in full and complete compliance with this solicitation unless the offer describes any deviation in the offer.

1.2. 552.270-2 - Explanation to Prospective Offerors (Jun 1985).

Any prospective Offeror desiring an explanation or interpretation of the solicitation should request it in writing. Oral explanations or instructions given to a prospective Offeror will not be binding. Any information given to a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective Offeror.

1.3. 552.270-3 - Late Submissions, Modifications, and Withdrawals of Offers (Aug 1992).

(a) Any offer received at the office designated in the solicitation after the exact time specified for receipt of best and final offers will not be considered unless it is received before award is made and it -

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail or, if authorized by the solicitation, was sent by telegram or via facsimile and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation;

(3) Was sent by U. S. Postal Service Express Mail Next Day Service-Post Office to Addressee not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of offers. The term "working days" excludes weekends and U. S. Federal holidays; or

(4) Is the only offer received.

(b) A modification resulting from the Contracting Officer's request for "best and final" offers received after the date and time specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the Government after timely receipt at the Government installation.

(c) The only acceptable evidence to establish the date of mailing of a late offer or modification sent either by U.S. Postal Service registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer or modification shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, Offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the offer wrapper or other documentary evidence of receipt maintained by the installation.

(e) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, Offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(g) Offers may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Offers may be withdrawn in person by an Offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the offer before award.

1.4. 552.203-71 - Prohibited Conduct (Sep 1990).

(a) Prohibited conduct. The Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), provides that during the conduct of any Federal agency procurement of property or services, no competing contractor or officer, employee, representative, agent, or consultant of competing contractor shall knowingly --

(1) Make, directly or indirectly, any offer or promise of future employment or business opportunity to, or engage, directly or indirectly, in any discussion of future employment or business opportunity with, any procurement official of the agency, except as provided in FAR 3.104-6(b);

(2) Offer, give, or promise to offer or give, directly or indirectly, any money, gratuity, or other thing of value to any procurement official of the agency; or

(3) Solicit or obtain, directly or indirectly, from any officer or employee of the agency, prior to the award of a contract any proprietary or source selection information regarding the procurement.

(b) Penalties. Civil penalties for violation of these prohibitions are up to $100,000 for an individual or $1,000,000 for an Offeror or prospective Offeror other than an individual. Criminal penalties are up to 5 years imprisonment and/or a fine in accordance with Title 18, United States Code.

1.5. 552.203-72 - Requirement for Certificate of Procurement Integrity (Nov 1990).

(a) Definitions. The definitions at FAR 3.104-4 are hereby incorporated in this provision, except that "property" also means acquisitions of leasehold interests in real property.

(b) Certifications. The officer or employee responsible for the offer submitted in response to this solicitation shall submit the following certification to the Contracting Officer within the time period specified by the Contracting Officer when requesting the certificate. The Contracting Officer will request the successful Offeror to submit the certificate before awarding a lease contract exceeding $100,000.

CERTIFICATE OF PROCUREMENT INTEGRITY

(1) I, (Name of certifier), am the officer or employee responsible for the preparation of this offer and hereby certify that to the best of my knowledge and belief, with the exception of any information described in this certificate, I have no information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement [solicitation number].

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of [Name of Offeror] who has participated personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity (Continuation Sheet)), ENTER "NONE" IF NONE EXISTS

(SAMPLE - DO NOT COMPLETE OR SIGN THIS CERTIFICATE. THE CONTRACTING OFFICER WILL SPECIFICALLY REQUEST IT WHEN NEEDED.)

---

(4) I agree that, if awarded a contract under this solicitation, the certifications required by subsection 27(e)(1)(B) of the Act shall be maintained in accordance with paragraph (f) of this provision.

_____ _____

[Signature of officer or employee responsible for offer] Date

_____

[Typed name of officer or employee responsible for offer]

*Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(c) Pursuant to FAR 3.104-9(d), the Offeror may be requested to execute additional certifications at the request of the Government. Failure of an Offeror to submit the additional certification may cause its offer to be rejected.

(d) A certification containing a disclosure of a violation or possible violation will not necessarily result in the withholding of award under this solicitation. However, the Government, after the evaluation of the disclosure, may cancel this procurement or take any other appropriate actions in the interest of the Government, such as disqualification of the Offeror.

(e) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing contractor responsible for the offer may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the Contractor. If a Contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for 6 years from the date of a certifying employee's employment with the company ends or, for an agent, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

(f) Certifications under paragraphs (b) and (c) of this provision are material representations of fact upon which reliance will be placed in awarding a contract.

1.6. **52.215-12 - Restriction on Disclosure and Use of Data (Apr 1984).**

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

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

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

1.7. **Appraisal (Jun 1985).**

The Government reserves the right to make an appraisal of the space offered. The Offeror shall make available any pertinent information which is required.

1.8. **52.222-24 - Preaward Equal Opportunity Compliance Review (Apr 1984).**

An award in the amount of $1 million or more will not be made under this solicitation unless the Offeror and each of its known first-tier subcontractors (to whom it intends to award a subcontract of $1 million or more) are found, on the basis of a compliance review, to be able to comply with the provisions of the Equal Opportunity clause of this solicitation.

1.9. **552.270-5 - Lease Award (Jun 1985).**

(a) The Government will award a lease resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation, will be most advantageous to the Government, price and other factors, specified elsewhere in this solicitation, considered.

(b) The Government may (1) reject any or all offers, (2) accept other than the lowest priced offer, and (3) waive informalities and minor irregularities in offers received.

(c) Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

(d) The unconditional acceptance of an offer establishes a valid contract.

1.10. **552.270-6 - Parties to Execute Lease (Aug 1992).**

(a) If the lease is executed by an attorney, agent, or trustee on behalf of the Lessor, an authenticated copy of his power of attorney, or other evidence to act on behalf of the Lessor, must accompany the lease.

(b) If the Lessor is a partnership, the lease must be signed with the partnership name, followed by the name of the legally authorized partner signing the same, and, if requested by the Government, a copy of either the partnership agreement or current Certificate of Limited Partnership shall accompany the lease.

(c) If the Lessor is a corporation, the lease must be signed with the corporate name, followed by the signature and title of the officer or other person signing the lease on its behalf, duly attested, and, if requested by the Government, evidence of this authority so to act shall be furnished.

1.11. **52.233-2 - Service Of Protest (Nov 1988).**

(a) Protest, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administrative Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer at the address shown in the paragraph of this solicitation entitled "How to Offer."

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCA or within one day of filing a protest with the GAO.

1.12. **52.215-8 - Amendments to Solicitation (Dec 1989).**

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by (1) signing and returning the amendment, (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer, (3) letter or telegram, or (4) facsimile, if facsimile offers are authorized in the solicitation. The Government must receive the acknowledgment by the time specified for receipt of offers.

2. REPRESENTATIONS AND CERTIFICATIONS

Complete appropriate boxes as directed in this paragraph, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications:

(NOTE: The "Offeror," as used in this paragraph, is the owner of the property offered, not an individual or agent representing the owner.)

2.1. **552.219-1 Small Business Concern Representation (May 1991) (Variation).**

The Offeror represents and certifies as part of its offer that it [ ] is, [ ] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

2.2. **Small Business Size Standard (Apr 1994).**

The small business size standard applicable to this acquisition is annual average gross receipts of $15 million or less for the preceding three fiscal years.

2.3. **52.219-2 - Small Disadvantaged Business Concern Representation (Feb 1990).**

(a) Representation. The Offeror represents that it [ ] is, [ ] is not a small disadvantaged business concern.

(b) Definitions.

"Asian Pacific Americans," as used in this provision, means United States citizens whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia.

"Indian tribe," as used in this provision, means any Indian tribe, band, nation, or other organized group or community of Indians, including any Alaska Native Corporation as defined in 13 CFR 124.100 which is recognized as eligible for the special programs and services provided by the U.S. to Indians because of their status as Indians, or which is recognized as such by the State in which such tribe, band, nation, group, or community resides.

"Native Americans," as used in this provision, means American Indians, Eskimos, Aleuts, and native Hawaiians.

"Native Hawaiian Organization," as used in this provision, means any community service organization serving Native Hawaiians in, and chartered as a not-for-profit organization by, the State of Hawaii, which is controlled by Native Hawaiians, and whose business activities will principally benefit such Native Hawaiians.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (a) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and (b) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Subcontinent Asian Americans," as used in this provision, means United States citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal.

(c) Qualified groups. The Offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other individuals found to be qualified by SBA under 13 CFR 124. The Offeror shall presume that socially and economically disadvantaged entities also include Indian tribes and Native Hawaiian Organizations.

2.4. **52.219-3 - Women-Owned Small Business Representation (Apr 1984).**

(a) Representation. The Offeror represents that it [ ] is, [ ] is not a women-owned small business concern.

(b) Definitions.

"Small business concern," as used in this provision, means a concern including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

2.5. **552.219-73 - Preparation and Submission of Subcontracting Plans (Nov 1991).**

(a) This solicitation requires the submission of a subcontracting plan in the format described in FAR 52.219-9 (see SFO Volume 4, Part 4 Paragraph 2.2) by all offerors that are not small business concerns. In preparing its subcontracting plan, the offeror shall take into consideration local economic conditions and the availability of small and small disadvantaged business concerns. The subcontracting plan should reflect the maximum utilization of small and small disadvantaged business concerns consistent with efficient contract performance (FAR 52.219-8).

(b) The subcontracting plan will be negotiated concurrently with cost and any required technical and management proposals. Consequently, failure to submit the subcontracting plan and/or correct deficiencies in the plan within the time specified by the Contracting Officer shall make the Offeror ineligible for award.

2.6. **52.222-22 - Previous Contracts and Compliance Reports (Apr 1984).**

The Offeror represents that --

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [ ] has, [ ] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

2.7. **52.222-25 - Affirmative Action Compliance (Apr 1984).**

The Offeror represents that --

(a) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

2.8. **52.222-21 - Certification of Nonsegregated Facilities (Apr 1984).**

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the Offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The Offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods).

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001. (Approved by OMB under Control Number 1215-0072.)

2.9. 552.203-4 - Contingent Fee Representation and Agreement (May 1989).

(a) Representation. The Offeror represents that, except for full-time bona fide employees working solely for the Offeror or bona fide established real estate agents or brokers maintained by the Offeror for the purpose of securing business, the Offeror --

[Note: The Offeror must check the appropriate boxes. For interpretation of the term "bona fide employee or agency," see paragraph (b) of the Covenant Against Contingent Fees clause.]

(1) [ ] Has, [ ] has not, employed or retained any company or persons to solicit or obtain this lease; and

(2) [ ] Has, [ ] has not, paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The Offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer --

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

2.10. 52.203-02 - Certificate of Independent Price Determination (Apr 1985).

(a) The Offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

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

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

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

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

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ [insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

2.11. **52.215-11 - Authorized Negotiators (Apr 1984).**

The Offeror or quoter represents that the following person(s) are authorized to negotiate on its behalf with the Government in connection with this solicitation for offers: [*List names, titles, and telephone numbers of the authorized negotiator(s)*]

2.12. **52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991) (Deviation).**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

2.13. **52.209-5 - Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters (May 1989).**

(a)

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

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

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

(B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

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

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

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

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18 UNITED STATES CODE.

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

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

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

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

2.14. **Requirement for Radon Certification (Dec 1993).**

The successful Offeror (Lessor) shall submit the following certification to the Contracting Officer as specified in the paragraph "Radon Measurement and Corrective Action (DEC 1993)" in Part 1, Volume 2 of the solicitation.

(a) I hereby certify that the portion of the space offered for lease or acquisition by the Government that is in ground contact or closest to the ground, up to and including the second floor (if space is offered on floor 3 and/or above, no measurements are required), has been measured for radon as specified in the paragraph "Radon Measurement and Corrective Action (DEC 1993)" of the solicitation. Radon detectors were placed throughout the required area to ensure each detector covered no more than 2,000 square feet of space. Radon analyses were performed by a laboratory successfully participating in the Environmental Protection Agency-sponsored Radon Measurement Proficiency Program. The laboratory analysis is hereby submitted.

(b) The highest radon level measured was _____.

(c) The measurement method used was _____.

2.15. **52.223-5 - Certification Regarding a Drug-Free Workplace (Jul 1990).**

(a) Definitions. As used in this provision, "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statutes" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. Directly engaged is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an Offeror/contractor that has no more than one employee including the Offeror/contractor.

(b) By submission of its offer, the Offeror, if other than an individual, who is making an offer that equals or exceeds $25,000, certifies and agrees that, with respect to all employees of the Offeror to be employed under a contract resulting from this solicitation, that, no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration, or as soon as possible, for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed, it will -

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about -

(i) The dangers of drug abuse in the workplace;

(ii) The contractor's policy of maintaining drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the contract with a copy of a statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will -

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

(5) Notify the contracting officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position and title of the employee; and

(6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraph (b)(1) through (b)(6) of this clause.

(c) By submission of its offer, the Offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the Offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract resulting from this solicitation.

(d) Failure of the Offeror to provide the certification required by paragraph (b) or (c) of this provision, renders the Offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).)

(e) In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

2.16. **52.215-6 - Type of Business Organization (Jul 1987).**

The Offeror or quoter, by checking the applicable box, represents that --

(a) It operates as [ ] a corporation incorporated under the laws of the State of _____, [ ] an individual, [ ] a partnership, [ ] a nonprofit organization, or a [ ] joint venture; or

(b) If the Offeror or quoter is a foreign entity, it operates as [ ] an individual, [ ] a partnership, [ ] a nonprofit organization, a [ ] joint venture, or a [ ] a corporation, registered for business in _____(country).

2.17. **52.204-3 Taxpayer Identification (Sep 1989) (Variation).**

(a) The Offeror is required to submit taxpayer identification information in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). Failure or refusal by the Offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract. Taxpayer information on the payee, if different from the Offeror, is also required, however, it may be provided at the time of award.

(b) Offeror's Taxpayer Identification Number (TIN).

[ ] TIN: _____. [ ] TIN has been applied for. [ ] TIN is not required.

(c) Corporate Status.

[ ] Corporation; [ ] Not a corporate entity; [ ] Sole proprietorship [ ] Partnership

(d) Common Parent.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

[ ] Offeror is not owned or controlled by a common parent.

[ ] Name and TIN of common parent: Name _____ TIN _____

(e) Payee's Taxpayer Identification Number.

[ ] TIN: _____. [ ] TIN has been applied for. [ ] TIN is not required.

2.18. **Offeror's Contractor Establishment Code (Mar 1992).**

Enter number, if known: _____

OFFEROR OR AUTHORIZED REPRESENTATIVE	Name and Address (Including ZIP Code)	Telephone Number
	_____ Signature	_____ Date

End of Volume 4, Part 1

VOLUME 4 - PROPOSAL AND AWARD: Part 2 - Proposal Submission Requirements

1. GENERAL

1.1. Proposal Submissions.

The proposal submission process shall be in two phases. In Phase 1, Offerors will present their qualifications by submitting information on team composition (firms comprising the team), proposed key personnel, related past experience, a preliminary Quality Control Plan, and a "Not to Exceed" statement, as outlined in paragraph 2 of this Part. All Offerors who are determined to meet the Phase 1 requirements will be invited to submit a Phase 2 proposal. The Phase 2 proposal will consist of a detailed technical proposal, including design submittals and a Quality Control Plan, and a pricing proposal, including a subcontracting plan and evidence of capability to perform, as outlined in paragraph 2 of this Part. Refer to Part 3 of this volume for a complete overview of the proposal evaluation and award process.

1.2. Delivery Location.

Proposals shall be received at the following location:

Ron L. Head (4PEA-C)
Contracting Officer
General Services Administration
Real Estate Division
401 West Peachtree Street, NW, Suite 2500
Atlanta, GA 30365-2550

1.3. Delivery Date

Phase 1 proposals are due by **4:00 p.m., EST, on Friday, April 7, 1995**. The submission date for **Phase 2** proposals from those Offerors who meet the Phase 1 requirements is tentatively established as **4:00 p.m., EST, on Friday, June 16, 1995**. Note provisions within FAR 52.215-10 "Late Submissions, Modifications, and Withdrawals of Proposals," located in Part 1 of this volume. NOTE: Faxed submittals are not acceptable.

1.4. Proposal Sealing

Proposals are to be placed in sealed envelopes or other sealed enclosure and identified with Offeror's Name, Project Name, submission material title/heading, SFO number, and Government's time/date delivery requirement. Please Note: Phase 2 Price and Technical Proposals may be mailed/submitted together, but should be bound separately.

1.5. Confidentiality.

There will be no public opening of offers and all offers will be confidential until the lease has been awarded; however, the Government may release proposals outside the Government to a Government support contractor to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure. Offerors who desire to maximize protection of information in their offers may apply the restriction notice to their offers as prescribed in the provision entitled "52.215-12, Restriction on Disclosure and Use of Data" located in Part 1 of this Volume.

1.6. Quantity.

The Offeror shall submit three (3) copies of all Phase 1 proposal documents. The Offeror shall submit copies of the Phase 2 technical proposal as set forth in subparagraph 2.2.2.B. of this Part. The Offeror shall submit three (3) copies of all other Phase 2 proposal documents.

1.7. Questions.

All questions concerning proposal submissions shall be directed in writing to the Contracting Officer at the address above. The Government may choose not to act upon Offeror questions received within ten (10) calendar days from the proposal submission date.

2. PROPOSAL ASSEMBLY

2.1. PHASE 1 : Submission Requirements.

2.1.1. General.

Offerors will present their qualifications by submitting information on team composition (firms comprising the team), proposed key personnel, related past experience, and a preliminary Quality Control Plan as outlined below. In addition, Offerors will be required to certify their ability to deliver the project under the $1,670,000 budget limitation for average annual net rent as established in subparagraph 2.8, of Part 1, Volume 1.

2.1.2. Qualifications of Team Members.

The Offeror shall indicate the experience and quality of Team Members listed below and state their availability and responsibility to the proposed project. The Offeror shall provide evidence of the competency, past performance, and related experience for Team Members and key technical and administrative personnel to be assigned to this project. Resumes for each Team Member should be provided and should address: currently held position/title, proposed project position/title, education, professional licensing, personal awards received, and work experience over the last ten (10) years. Key personnel roles in supporting design and/or construction of "past performance" projects submitted in response to the Phase 1 requirements should be identified. This evidence shall be submitted in the format of GSA Standard Form 255 for the overall project and GSA Standard Form 254 for each individual Team Member/firm, with all necessary supporting documentation. Offerors must ensure that the information submitted during Phase 1 adequately and clearly addresses each of the requirements outlined in paragraph 2, Part 3 of this volume.

For purposes of this SFO, Team Members are defined as follows:

- Project Coordinator/Developer
- General Contractor
- Construction Supervisor/Superintendent
- Architect Principal(s) (Architect of Record)
- Engineer Principal(s)

Note: Any of the above Team Members may be represented by the same individual/firm, except as noted in the description of contractor roles and responsibilities outlined in subparagraph 2.1 of Part 3, Volume 1. Offerors should clearly note in their submittal documents any of the above Team Members who will be represented by the same individual/firm.

2.1.3. Preliminary Quality Control Plan (QCP).

The Offeror must provide a preliminary QCP featuring a Management Plan. (Refer to paragraph 2, Part 2, of Volume 1.) The management plan must be a narrative describing coordination, communication, and quality control methods. The management plan must include an Organizational Chart, Lines of Authority, Scheduling Milestones, and a Critical Path Method (CPM) or Bar Chart showing major actions necessary to reach milestones. An Inspection/Test section is not required for the Phase 1 submittal.

2.1.4. "Not to Exceed" Statement

The Offeror must provide a statement certifying their ability to deliver the project under the $1,670,000 budget limitation for average annual net rent as established in subparagraph 2.8, of Part 1, Volume 1 by establishing a "not to exceed" preliminary offer.

2.2. PHASE 2: Submission Requirements.

2.2.1. General.

All Offerors who are determined to meet the Phase 1 requirements will be invited to submit a Phase 2 proposal. The Phase 2 proposal will consist of a detailed technical proposal, including design submittals and a Quality Control Plan, and a pricing proposal, including a subcontracting plan and evidence of capability to perform. Those proposals which meet the minimum technical requirements will be scored according to the technical evaluation factors and standards outlined in Part 3 of this volume.

2.2.2. Technical Proposal.

The following must be submitted to support the Offeror's Technical Proposal.

Offerors are strongly cautioned that information in the Technical Proposal should not contain any information relative to the Price Proposal.

A. Minimum Requirements.

Offerors must fully meet the minimum technical requirements contained in this solicitation in order to be considered for this project. This will be a "go/no-go" requirement. Proposals which do not meet the minimum technical requirements will not receive any further consideration, will not be technically scored, and shall be ineligible for inclusion in the competitive range.

B. Design Concepts.

Design concept submissions shall consist of a project narrative, design concept drawings, calculations, and other items as may be listed under the requirements for each discipline below, all bound in a 8-1/2" X 11" format manual(s). Concept submissions must demonstrate attention to programming design directives/objectives within Volume 3. The narrative shall include the specific requirements listed below and the drawings shall be reduced in size to be bound with the narrative. Each manual shall have a table of contents and shall be assembled to conform to the table of contents with tab sheets covering each subject. The manuals shall be bound with the sheets consistent in size. Where oversize drawings are required for readability, they shall be folded in the manual. The words "Design Concept Narrative, Drawings, and Calculations Manual" and the name of the Offeror shall appear on the cover. It is essential that the narrative cover the requirements completely and that the calculations are clear and legible with all assumptions clearly indicated and explained. Provide **ten (10) copies** of the manual with the offer and in addition, provide **ten (10) half-size sets** of blue line prints of drawings (in addition to the reduced size drawings provided with the manual). All drawings shall be prepared on 30" by 42" originals. Provide **three (3) 1/8" scale sets** of blue line prints of the architectural drawings only.

1. CIVIL & LANDSCAPE

Narrative and Calculations:

Discuss the site describing the existing site features, climatic conditions, topographic and drainage pattern, climatic conditions, topographic and drainage pattern, and existing erosion conditions, wetlands and locations of flood plains, surrounding buildings (style, scale), circulation patterns around the site, site access, noise/visual considerations and local zoning restrictions.

Discuss the site utilities.

Describe the site and landscape design concepts. Include statements on circulation, parking, paving, landscape design, irrigation, utility distribution and collection systems, method of storm water detention or retention, and landscape maintenance plan. Provide preliminary calculations of drainage.

Drawings:

Site plan (at least one block around site) which describes site boundaries, approximate topography, existing buildings, setbacks, easements, building orientation with respect to path of sun, location of on-site and off-site utilities, grading and drainage, general landscape design showing location of major features, pedestrian and vehicular circulation, and parking and service areas.

2. ARCHITECTURAL

Narrative and Calculations:

Discuss the exterior wall and roof materials. Identify design features that will insure thermal performance meeting building code and DOE standards from all wall, floor and roof components.

Discuss the qualities of the main lobby, elevators and elevator lobbies, and other public spaces. Include concepts and specific materials proposed.

Provide information about parking, delivery, trash and other support areas.

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Provide a revised spreadsheet summary of the areas for each program space or area, a summary by floor of net usable and gross areas and a summary of the overall building's net usable and gross area.

Provide a transportation analysis for elevators.

Drawings:

Architectural site plan at scale of 1/16" = 1' - 0" (or largest scale fitting on a 30" X 42" drawing sheet without match lines) indicating, at a minimum, exact building location (building footprint), relationship to adjacent buildings, all paving and parking layouts, sidewalks, entrance plazas, and preliminary grades. The Offeror may elect to utilize the architectural site plan furnished, with modifications (if any), or provide a new drawing.

Architectural floor plans of each and all floors at scale of 1/8" = 1' - 0" showing all major building dimensions and typical mullion spacing; structural elements; vertical circulation elements; and permanent partition locations at core areas, chases, shafts, public spaces and all permanent tenant spaces. All spaces shall be clearly labeled, and net usable and gross area calculations shall be shown on each floor plan. The Offeror may elect to utilize the architectural floor plans furnished, with modifications (if any), or provide new drawings.

Building elevations at scale of 1/8" = 1' - 0" for front and side facades showing materials, fenestration, floor to floor and overall heights, and relationships to existing structures. Elevations shall include such elements as scale trees, people, cars and shadows to facilitate the review.

Typical wall section at a scale of 3/4" = 1' - 0" indicating most typical condition and showing relationships of all building materials, floor-to-ceiling and plenum dimensions, and energy conservation measures.

One eye-level perspective sketch, colored and mounted shall be provided. In addition provide 8-1/2" X 11" colored prints of the perspective bound with the manuals. The Offeror shall submit a perspective that clearly depicts the aesthetics and characteristics of the building.

Enlarged plan(s) at a scale of 1/4" = 1' - 0" of a typical ceremonial, district, and magistrate courtroom, showing all courtroom furniture, finishes, and features as required in this SFO.

Enlarged plan(s) at a scale of 1/4" = 1' - 0" of a typical district and magistrate judge's chamber, showing all furniture, finishes, and features as required in this SFO.

NOTE: Additional comments regarding unacceptable features in the courtrooms and chambers, such as corner benches, etc., will be provided to all offerors prior to the request for submission of Phase 2 offers.

Enlarged plan(s) at a scale of 1/4" = 1' - 0" of the main entrance and lobby area showing all furniture, finishes, and features as required in this SFO.

Enlarged plan at a scale of 1/4" = 1' - 0" of a typical floor zone consisting of two exterior bays. Systems furniture locations and fixed wall office partitions shall be indicated as typical. This drawing is to be combined as a composite plan with the mechanical and electrical typical floor zone drawings required in subparagraph B.4. and B.5. below.

3. STRUCTURAL

Narrative and Calculations:

Discuss the subsurface conditions found in any preliminary geotechnical studies that have been performed on the site, and their impact on the structural design. If no geotechnical studies have been performed, describe the subsurface conditions that are assumed to exist. Describe the proposed foundation system and how it responds to the preliminary or assumed soils data. Outline the excavation support systems proposed for any below grade construction. Discuss provisions planned for handling groundwater.

Define the scope for a final geotechnical study of the project. Describe the geotechnical exploration techniques and the implementation of a soil boring testing program for the project.

Discuss the design loadings; wind, dead, live and seismic. Define wind and seismic loadings based upon applicable codes. Identify any unusual local code requirements.

Discuss the framing systems proposed for the facility. Include statements about construction materials, typical system depth and typical bay dimensions. Provide analysis showing how the typical bay size was derived in the event a different bay spacing is proposed over that provided in the documents included with this SFO.

Drawings:

Soil boring location plan at 1/8" = 1' - 0" for all previous and additional borings.

Structural foundation plan at 1/8" = 1' - 0".

Typical floor structural framing plan at 1/8" = 1' - 0". Submit one plan for each distinct floor design. Note that minor variations in floor configuration do not equate to a "distinct floor design." Framing plans should include column locations, bay sizes and location of expansion or seismic joints.

Typical roof structural framing plan at 1/8" = 1' - 0".

4. MECHANICAL

Narrative and Calculations:

Provide the number and approximate location of all utility connections. Discuss the locations of meters and valve assemblies.

Identify the external and internal design conditions for all categories of programmed space. Include the occupancy loads, electrical load densities and outdoor air supply rates per person. Include the design noise criteria utilized for each type space.

Discuss the means of access and removal of all major pieces of mechanical equipment.

Identify the quantity, approximate sizes and locations of all air handling units, fan coil units, fan powered mixing boxes and variable air volume terminal units. Identify the type of refrigerant to be used for all cooling equipment.

Identify the type, approximate size, and location of all supply air handling units, variable air volume terminal units, fan powered mixing boxes and building exhaust systems. Discuss the design criteria for sizing zones. Discuss the design tools utilized to size the air distribution systems.

Explain the type control systems proposed. Indicate the extent of the direct digital control points provided. Describe the central console equipment. Provide a typical office variable air volume air handling unit flow and instrument diagram. Provide an office air handler point list with an input/output summary chart. The input/output summary shall indicate initiating and control devices. Provide typical variable air volume terminal unit flow and instrument diagram. Include preliminary control scheme for all air handling equipment and building systems.

Provide a listing of manufacturers and general classification or model number of the equipment proposed for the above categories. The intent of this requirement is to provide a general indication of quality of major equipment proposed. It is not intended to restrict competition of to preclude changes in sizing made necessary by later detailed design. The purpose of this requirement is to ascertain that the proposed equipment will meet the stated SFO performance requirements.

Heat loss and heat gain shall be calculated in BTU/Hour. Heat transfer coefficients shall be taken from the ASHRAE Handbook of Fundamentals. Base refrigerant plant capacity (block load) shall be calculated based on inside design conditions of 72° dry bulb and 50% relative humidity. ASHRAE design temperature shall be used to determine outside conditions. Computer rooms shall be maintained at 72° F to 68° F and 50% ± 5% relative humidity. Base heating capacity should be calculated based on inside conditions of 78° F.

Computer analysis must employ a 24 hours, 365 days per year (hourly) computer program. Carrier's E20-II and the Excel programs are examples of acceptable programs. Building calculations shall be generated from each space compiled to its zone (thermostat controls a zone typically), to its AHU and tabulated into a peak building load.

Insure that chillers and boilers are not required to be energized at the same time to maintain space temperatures within the specified range.

Mechanical systems, such as piping and supply air ducts, shall be sized using computer programs. Coil selection shall be made using equipment selection programs. Equipment selection printout shall be submitted.

Discuss the commissioning requirements for this facility.

Commissioning requirements include:

1. *Submission of operations and maintenance manuals in accordance with this SFO.*
2. *Warranty certification on all the major mechanical equipment items as required in this SFO ensuring that the equipment was started and the installation of the equipment was approved by the equipment manufacturer.*
3. *Certified Test and Balance of the HVAC systems including a certified test and balance report and a Test and Balance check of 25% of the points by an independent firm.*
4. *Control System Assurance Testing*
   a. *Independent (independent of contractor) calibration check of each sensor, etc.*
   b. *Independent verification that the contractor has adjusted all control parameters and internal logic points, including control loop setpoints, gain constants, and internal constraints, and data communication.*
   c. *Independent check of each control point making comparison between the control command and field-controlled device. Also, check actuator travel on dampers and valves for action and extent.*
   d. *Verify that control dampers open and close.*

The energy budget for this building is 38,500 btu/gross square foot per year.

The narrative shall discuss the results of the air conditioning load calculations. Discuss, in general, the tons of air conditioning provided per square foot for each of the five typical zones (North, South, East, West and Interior Zones).

Drawings:

HVAC floor plans for main entry level and one typical office level at a scale of 1/8" = 1' - 0". Indicate single line ventilation and duct layouts. Provide diffuser layout for the main entrance lobby on floor plans.

Provide layout drawings of main mechanical room areas at a scale of 1/4" = 1' - 0", including HVAC, plumbing and fire protection areas. At a minimum, the drawing shall include clearance requirements and service accessibility.

Single line HVAC riser diagram.

Indicate single line ventilation and duct layouts up to and including the variable air volume terminal boxes. Provide diffuser layout for the main entrance lobby on floor plan. Provide a composite typical zone plan consisting of two exterior column bays as indicated in subparagraph B.2. above.

Provide a typical office variable air volume air handling unit flow and instrument diagram. Provide an office air handler point list with an input/output summary chart. The input/output summary shall indicate initiating and control devices. Provide typical variable air volume terminal unit flow and instrument diagram.

Provide a chilled water flow and instrument diagram, condenser water piping/instrument diagram and hot water heating system flow/instrument diagram. Piping diagrams should be used to clearly indicate the scope of supply of equipment provided in the hydronic systems.

5. ELECTRICAL:

Narrative and Calculations:

Provide a narrative which fully describes the electrical system proposed. As a minimum, the narrative should cover each of the following items:

(1) Electrical Service. Explain the standard 480Y/277 volt service offered by the local utility for the size building involved and indicate the preliminary sizing and arrangement. Also explain the reliability of the service offered. Explain what optional services, if any, that the local utility might propose, at possible extra cost, to provide increased reliability over the standard service. If this service is available, explain the extra reliability offered above the standard service.

(2) Site Conditions. Explain any unusual conditions of the site which may affect the electrical design. Describe the underground service for electrical power and telephone system (raceway).

(3) Secondary Power Distribution. Describe the basic secondary power distribution scheme proposed including the main switchboard (switchgear), panelboards, transformers, motor control centers, busduct (if any), and major feeders. This description should include type equipment, busing and bus materials.

(4) Grounding. Discuss type and materials proposed.

(5) Branch circuit work. Discuss the type conduit and wiring proposed and any pre-manufactured wiring systems which may be proposed for lighting.

(6) In-floor Distribution and Header System. Fully describe the system proposed, the various components and how the system will be designed for flexibility.

(7) Electrical Equipment Rooms and Closets. Discuss size and placement.

(8) Telephone Equipment Rooms and Closets. Discuss size and placement.

(9) Telephone Raceway Distribution System.

(10) Wiring Devices. Discuss type and general placement.

(11) Illumination. Discuss generally the type of fixtures proposed for the various type spaces involved. Discuss exterior, interior, emergency path of egress and exit sign lighting.

(12) Illumination Control. Discuss switching in general Describe where motion sensors and/or photoelectric controls are proposed. Describe how the lighting will be tied into the building automation system for after hours turn-off and how provisions will be made for over-ride.

(13) Emergency Diesel Engine Powered Generator. Discuss size, placement and fuel storage and pumping system.

(14) Emergency Power Distribution System. Discuss type system, loads served, equipment provided and generally where switchgear, panelboards and automatic transfer switches are located.

(15) Fire Alarm System. Describe the system and equipment proposed. Also state whether the building will be classified as a low or high rise for code purposes.

(16) Security Systems. Describe in general the building perimeter security system proposed, including coverage and equipment.

(17) Special Systems. Discuss any and all special systems which may be required by the SFO documents, such as speech amplification systems, computer power distribution equipment, radio antenna systems (raceway), white noise systems, clock systems, etc.

Provide preliminary calculations to demonstrate and explain how the electrical distribution system was sized. Provide the estimated total building load calculations and maximum demand and give the basis on which the loads were estimated and the main switchgear sized. Provide calculations for sizing the main service entrance conductors and any major feeders, such as riser bus ducts.

Provide lighting calculations for several typical spaces, such as a small office, a large office, open office space, main lobby, elevator lobby, etc. The calculations shall be prepared using IES calculation methods. Identify all light loss factors used to make up the total maintenance factor used in the calculations. Identify the coefficients of utilization used for the fixtures proposed in the calculations. Where computer calculations are provided, provide a legend to identify all data provided and be sure that the light loss factors are shown.

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Provide a listing of manufacturers and general classification, or model numbers, of the types of equipment proposed, or provide typical manufacturers catalog cut sheets. Include major equipment and lighting fixtures. Include coefficient of utilization tables for any lighting fixtures used in the sample calculations provided. The intent of this requirement is to ascertain the general quality and type of major electrical equipment proposed. It is not intended to restrict purchase competition within the same quality range of equipment, or to preclude changes in size (or type, if approved by the Government) made necessary by later detailed design.

Drawings:

Provide an electrical power and lighting single line diagram, in the form of a riser diagram, showing the major components of the system and how they are interconnected with conduit and wiring, or bus duct. The diagram shall fully cover the main switchgear, building service feeder, all panelboards, all transformers, motor control centers, large motors (such as chillers, elevators, heating equipment 25 KW or larger and motors 30 HP and above), and the emergency power distribution system including generator, generator switchgear, Fire Pump, ATS, and panelboards. Proposed sizing and rating or all equipment shall be clearly indicated.

Provide a one line diagram in the form of a riser diagram of the fire alarm system. The diagram shall show the types of devices on each level, main and auxiliary equipment, ties to off site monitoring and general placement of equipment.

Provide a single line riser diagram of the telephone raceway system and any other special systems as may be required by the SFO.

Provide a composite lighting layout for one typical zone of the building consisting of two exterior column bays as indicated in paragraph B.2 above. This layout shall show all lighting fixtures consistent with the sample lighting calculations provided. Indicate the location of all switching devices including motion sensors.

6. BUILDING CONVEYANCE SYSTEMS:

Narrative and Calculations:

Discuss elevators in terms of numbers, capacities, speeds, control systems, and floors serviced.

Provide preliminary computerized calculations verifying compliance with service criteria listed within the SFO.

Provide a listing of manufacturers and general classification or model numbers of the equipment proposed. The intent of this requirement is to provide a general indication of quality of major equipment proposed. It is not intended to restrict competition or to preclude changes in sizing made necessary by later detailed design. The purpose of this requirement is to ascertain that the proposed equipment will meet the stated SFO performance requirements.

7. MISCELLANEOUS:

Offerors are advised that design concepts of offers being given final consideration for award may be submitted by the Contracting Officer to the local City/County Officials and to other Government subcontractors engaged for the purpose of evaluation, review and comment to assist the Government in making the final award decision.

The Government reserves the right to negotiate for adjustments of submitted design concepts with any or all Offerors prior to receipt of Best and Final Offer's in order to obtain offers that more fully satisfy the requirements of this Solicitation.

C. Quality Control Plan

The Offeror must provide a preliminary QCP featuring both a Management Plan and Inspections/Test sections. The management plan must be a narrative describing coordination, communication, and quality control methods. The management plan must include an Organizational Chart, Lines of Authority, Scheduling Milestones, and a preliminary Critical Path Method (CPM) or Bar Chart construction schedule demonstrating major actions necessary to meet the guaranteed delivery date. This schedule shall begin at the day of Award and end at the day of Occupancy. The Inspection/Tests section must include the building system/feature "Divisions" referenced in Exhibit D of paragraph 2, Part 2 of Volume 1, describing "Component Subdivisions" and "Test Parameters." Identify when and how quality control measures are to be applied. Note: A complete QCP must be developed during the post award design development.

2.2.3. Price Proposal.

The following must be submitted as a part of the Offeror's Price Proposal:

- GSA Form 1364, Proposal to Lease Space (Refer to paragraph 2, Part 4 of this Volume.)
- Representations and Certifications (Refer to paragraph 2, Part 1 of this Volume.)
- Small Business Subcontracting Plan (Refer to subparagraph A, below.)
- Evidence of Capability to Perform (Refer to subparagraph B, below.)
- Certificate of Procurement Integrity (Refer to paragraph 2, Part 4 of this Volume.)
- Unit Costs for Adjustments (Refer to paragraph 2, Part 4 of this Volume.)

A. Subcontracting Plan.

Submit a Subcontracting Plan in accordance with the regulatory provision GSAR 552.219-72, located in Part 1 of Volume 4. (Sample Subcontracting Plan is included in paragraph 2, Part 4 of this Volume.)

B. Evidence of Capability to Perform.

At the time of submission of offers, Offerors must submit to the Contracting Officer:

- Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to satisfy the terms of this solicitation. Such commitments must be signed by an authorized bank officer and at a minimum must state: amount of loan, term in years, annual percentage rate, length of loan commitment.
- Satisfactory evidence from a lender, confirming a $750,000 line of credit available for application to this project.
- Statement of compliance with local zoning laws and building codes or evidence of variances approved by the proper local authorities.

After the award of the contract, the successful Offeror must provide to the Contracting Officer:

- Satisfactory evidence (within 30 days of award) of a firm commitment of funds in an amount sufficient to perform the work.
- Satisfactory evidence (within 30 days of approval of final design documents by the Contracting Officer) of a construction contract which includes a firm completion date.
- Within 30 days of the completion of design development, a copy of a building permit covering construction of the improvements.

End of Volume 4, Part 2

VOLUME 4 - PROPOSAL AND AWARD: Part 3 - Evaluation and Award

1. PROCESS

1.1. General.

Source Selection will be employed as the method of selection of the successful Offeror. The Contracting Officer, as Source Selection Authority (SSA), will direct the selection process, including making the final selection. The process shall be in two phases.

In Phase 1, Offerors will present their qualifications by submitting information on team composition (firms comprising the team), proposed key personnel, related past experience, a preliminary Quality Control Plan, and a "Not to Exceed" statement as outlined in paragraph 2, Part 2 of this Volume. Paragraph 2 of this Part outlines the Phase 1 minimum requirements which Offerors must fully meet in order to be considered for this project. **This will be a "go/no-go" requirement**. Proposals which do not meet the minimum requirements will not receive any further consideration, will not be technically scored, and will be ineligible for inclusion in the competitive range. The Contracting Officer, assisted by technical advisors as necessary, will determine which proposals, if any, fail to meet the minimum requirements. Clarification of proposals, if necessary, will be obtained by the Contracting Officer; however, formal negotiations will not be held during Phase 1.

All Offerors who are determined to meet the Phase 1 requirements will be invited to submit a Phase 2 proposal. The Phase 2 proposal will consist of a detailed technical proposal, including design submittals and a Quality Control Plan, and a price proposal, including a subcontracting plan and evidence of capability to perform as outlined in paragraph 2, Part 2 of this Volume. Those proposals which meet the minimum technical requirements will be scored according to the technical evaluation factors and standards outlined below. The technical proposals will be reviewed prior to the Contracting Officer's review of price proposals. Offerors will be advised of any technical deficiencies noted by the technical advisors prior to notification of the standing of the price proposals. The Contracting Officer will establish a competitive range based on the technical scoring and the price evaluation. Clarification of proposals, if necessary, will be obtained by the Contracting Officer prior to finalizing the competitive range and soliciting Best and Final Offers. After technical and price evaluations, discussions and/or negotiations, and Best and Final Offers, the Contracting Officer will select the successful Offeror using the evaluation and award factors provided in this part.

1.2. Competitive Range.

Negotiations may be conducted with those Offerors determined to be in the competitive range on behalf of the Government by the Contracting Officer or his authorized representative. The Government may negotiate the rental price for the initial term and all renewal periods, as well as any other aspect of the offer as deemed necessary. Offerors are strongly encouraged to submit a complete technical proposal and as accurate a price proposal as possible throughout the offer and negotiations in order to avoid being eliminated as outside the competitive range. Offers determined to be outside the competitive range will be notified of such in writing following the evaluation of revised offers and prior to Best and Final Offers. Offerors will have one opportunity to correct their proposals in order to remain in the competitive range

1.3. Contract Award.

After the evaluation of Best and Final Offers and internal reviews have been completed, the Government will make an award to the responsible Offeror whose offer meets all of the requirements of the SFO. The acceptance of the offer and award of the contract by the Government occurs upon notification of unconditional acceptance of the offer or execution of the lease by the GSA Contracting Officer and mailing or otherwise furnishing written notification of the executed lease to the successful Offeror.

The Offeror selected for award shall execute a contract prepared by GSA which reflects the agreement of the parties. All technical factors evaluated at the time of the Best and Final Offers will be incorporated into the contract. This SFO does not commit the Government to award a contract. The contract shall consist of:

1. Standard Form 2, U.S. Government Lease for Real Property,
2. GSA Form 3518, Certifications and Representations,
3. The pertinent provisions of the offer, and
4. The pertinent provisions of the SFO.

2. PROPOSAL EVALUATIONS

2.1. Description of Evaluation Process & Evaluation Standards.

Evaluations will be conducted by the Contracting Officer and Realty Specialist. Procurement integrity applies and violations will be listed.

Using the "Greatest Value Concept," the Government will make an award to the responsible Offeror whose offer conforms to the solicitation and is most advantageous to the Government. The award will not necessarily be made to the lowest priced offer. The Government will select the proposal that represents the "greatest value" based on the evaluation of both price and technical factors as specified in this paragraph .

2.2. Statement of Evaluation Factors & Relative Importance.

For this SFO, price is of equal importance to the technical evaluation factors.

The following evaluation factors are listed in their descending order of importance. The first two factors are considerably more important than the last two factors. Offers must meet or exceed the minimum standards of a factor definition to receive points assigned at that particular factor. Offers which do not meet the minimum standards for all technical evaluation factors will be considered non-responsive and removed from consideration.

EVALUATION CRITERIA ELEMENTS

- Quality of Building Materials
- Team Qualifications and Experience
- Efficiency of System Design
- Site Enhancements

2.3. Technical Evaluation Factors & Standards.

2.3.1. PHASE 1: Minimum Requirements

Minimum requirements shall be evaluated on a "go/no-go" basis. Proposals which do not meet all of the minimum requirements will not receive any further consideration, will not be technically scored, and will be ineligible for inclusion in the competitive range. After the "go/no-go" determination regarding minimum requirements has been performed, acceptable Offerors will be invited to submit Phase 2 proposals, as more fully described in the next section. **The minimum requirements are as follows:**

Team Experience.

The Offeror must demonstrate that each proposed Team Member, as defined in subparagraph 2.1.2, Part 2 of this Volume, has successfully participated with contractual responsibility on a minimum of **three** (3) projects of at least 60,000 occupiable square feet or $10 million aggregate cost, defined as the actual cost at time of completion in total design and construction costs, excluding financing and site acquisition and/or demolition costs.

Of these three (3) projects, **one** (1) must be of the following type of facility:

- Judicial Space (either Federal or State),
- Corporate Headquarters, or
- Class A Office Building.

While no definition of a Class A office building can be considered all-inclusive, the following general building concepts define Class A office buildings as considered for this project.

The primary feature of Class A buildings is the fireproofed structural steel frame, which may be welded, bolted, or riveted together. The fireproofing may be masonry, poured concrete, plaster, or any other type acceptable by code giving a high fire-resistant rating.

Floors and roofs in Class A structures are normally reinforced concrete on steel decking or formed slabs resting on the frame or poured so as to become integral with it. They may also be composed of prefabricated panels and may be mechanically stressed.

Exterior walls will normally be curtain walls of masonry, concrete, steel studs and masonry, tile or stucco, or one of the many types of panels of metal, glass, concrete, etc. Interior partitions will frequently be of masonry or gypsum wall board although some movable and lightweight partitions are used.

Included in this classification are Uniform Basic and Standard Building Code construction Types I and II (non-combustible). This class is also referred to as modified fire resistive or two-hour construction.

Class A buildings are designed for good appearance, comfort and convenience as well as an element of prestige. The quality of furnishings and fixtures is high and electrical outlets and services, plumbing, etc. are above average. Ornamental treatment, trims, millwork, etc. are usually of a higher quality and interiors are designed for upper class rentals. Some expensive finishes and fixtures may be found throughout the building. The amenities of better lighting and mechanical work are primary items included in building costs.

The Offeror must identify associated contacts/clients who can describe the overall design programming and construction quality of the projects submitted to meet the above team experience requirements.

The projects the Offeror submits to meet the team experience requirements must consists of projects completed within the last ten (10) years. (Completion means the start of beneficial occupancy: such occupancy must, at a minimum, have begun prior to the date that submission of the project information is required.)

Mid-Rise Experience.

The Offeror must demonstrate that each proposed Team Member, as defined in subparagraph 2.1.2, Part 2 of this Volume, has successfully participated with contractual responsibility in their proposed capacity on a minimum of **one** (1) project of at least five (5) stories in height, above grade.

Design-Build Experience.

The Offeror's Project Coordinator and Construction Supervisor/Manager(s) must have performed in that capacity for at least **one** (1) previously-completed design/build project.

The Offeror's General Contractor, Construction Supervisor, or organization responsible for the actual construction of the project must have performed in that capacity for at least **one** (1) successfully completed Design-Build construction project.

For evaluation purposes, the design-build process means that process by which services for a project are managed, coordinated, and provided with contractual responsibility for both design and construction services under a single contract. To qualify as having participated in this process, the subject individual/firm must have been employed either as a contractor or subcontractor under the above contract (contractor, in this instance, means either party to a contract).

Design Tenure/Registration.

The Offeror must demonstrate that each proposed Team Member has a minimum of ten (10) years of professional experience in their proposed capacities.

All key personnel responsible for certifying design completion, and/or sign-off on design drawing title blocks, must have a minimum of ten (10) years professional experience and be registered as an architect or professional engineer in the state of Florida.

CAD Capability.

The proposed Architect and Engineer principal(s) must identify the means of providing CAD services.

NOTE:

The following types of work are not acceptable examples of past performances and experience that can be applied to any of the minimum requirements of this project or to the past performance submission requirements:

- Distribution, warehouse, manufacturing, or processing facilities
- Prisons, jails, correctional facilities, or detention centers
- Hospitals
- Residential projects (e.g. housing, hotels, dormitories, etc.)
- Retail projects

2.3.2. **PHASE 2: Technical Requirements**

The Phase 2 proposal will consist of a detailed technical proposal, including design submittals and a Quality Control Plan, and a price proposal, including a subcontracting plan and evidence of capability to perform as outlined in paragraph 2, Part 2 of this Volume. The Offeror's submittals should clearly address each of the evaluation factors.

Offerors must fully meet the minimum technical requirements contained in this solicitation in order to be considered for this project. **This will be a "go/no-go" requirement.** Proposals which do not meet the minimum technical requirements will not receive any further consideration, will not be technically scored, and shall be ineligible for inclusion in the competitive range.

Those proposals which meet the minimum technical requirements of the SFO will be scored according to the technical evaluation factors and standards outlined below. The technical advisors will provide information to the Contracting Officer on the strengths and weaknesses of the proposals, the existence and seriousness of deficiencies in the proposals, and other matters on which advice is requested by the Contracting Officer. The Contracting Officer will determine the composite score of each proposal for use in selecting the successful Offeror. The technical proposals will be reviewed prior to the Contracting Officer's review of price proposals. Offerors will be advised of any technical deficiencies noted by the technical advisors prior to notification of the standing of the price proposals.

FACTOR I – QUALITY OF MATERIALS

The evaluation of this factor will focus on the quality of materials proposed by each Offeror. The range of acceptable exterior and interior materials for the building is specified in the SFO. For purposes of evaluation, additional weight will be given to those offers containing materials preferred by the Government. The Government considers the building exterior category to be slightly more important than building interior category. The Government's preference of materials is outlined below.

A. Building Exterior:

The building exterior presents an appropriate aesthetic quality, as demonstrated by the building scale and massing; the use of durable materials; the level of detailing indicated; and the overall image as presented in the building elevations, model, and perspectives.

The architectural style of the building shall incorporate classic elements to result in a "timeless" design quality reflecting the distinguished history of the U. S. Courts while at the same time presenting an updated, classic image. Particular attention shall be directed to the materials proposed for the building facade and roofing system, and to design enhancements such as detailed columns, plinth, wrought-iron fencing, etc.

The following categories and sub categories are listed in descending order of importance for evaluation of the building exterior. The Government considers the building facade to be slightly more important than the roofing systems and design enhancements.

Building Facade:

- Stone
- Stone/Precast combination
- Precast
- Precast/Stucco combination
- Brick

Roofing Systems:

- Pitched Tile
- Pitched Metal (Seamed)
- Formed Roof with Applied Battens
- Built-up Asphalt

Design Enhancements:

- Design enhancements such as: Detailed Columns, Plinth, Wrought Iron Fencing, etc. will be equally and cumulatively weighted.

B. Building Interior (Except Restrooms)

Interior design of the main public areas shall complement the exterior design through the use of materials, detailing, and proportioning. The entry ways shall provide a public image of dignity (both spatially and through interior finish materials), while also providing a sense of welcome to the public (through orientation and openness of lobbies). Particular attention should be directed to the courtrooms, chambers, main entrance and lobby area, office areas, and other public areas. Some of the interior finishes listed below may not be appropriate for one or more of the building areas listed above. Attention should be given to the requirements for each building area as outlined in the SFO and supporting documents.

The following categories and sub categories are listed in descending order of importance for evaluation of the building interior:

Wall Covering:

- Stone
- Wood Paneling
- Wainscoting/Type II Vinyl Wall Covering
- Vinyl Wall Covering
- Seamless Spray Wall Covering
- Paint

Floor covering:

- Stone
- Terrazzo
- Upgraded Carpet
- Carpet
- Vinyl Composition Tile

Lighting:

- Special
- Parabolic
- Florescent Flush

Ceiling:

- Veneer Plaster
- Gypsum Drywall
- Acoustical Tile

FACTOR II – TEAM QUALIFICATIONS AND EXPERIENCE

The evaluation of this factor will focus on the team's experience in the past ten (10) years (1984 to present) and successful completion of projects of comparable complexity and magnitude which were completed with predetermined schedules, within budget, required reliable subcontractor selection, and in which timely delivery was made and client satisfaction was achieved.

The following categories are listed in descending order of importance for evaluation of the team's qualifications and experience. The Government considers the experience level of the Project Coordinator/Developer and General Contractor as generally more important than the experience of the other team members.

Project Coordinator/Developer's qualifications and experience

General Contractor's qualifications and experience

Architect Principal's qualifications and experience

Engineer Principal's qualifications and experience

Construction Supervisor/Superintendent's qualifications and experience

The above categories will be evaluated based on the following experience criteria listed in descending order of importance.

- Completion of at least one (1) Federal or State Courthouse
- Completion of at least one (1) Corporate Headquarters
- Completion of at least one (1) Class A Office Building

FACTOR III – EFFICIENCY OF SYSTEM DESIGN

The evaluation of this factor will focus on the extent to which the Offeror incorporates efficient features into the building design.

The following categories are listed in descending order of importance for evaluation of the efficient features of the building:

Mechanical design

Electrical design

Plumbing design

The above categories will be evaluated based on the following criteria listed in descending order of importance.

- Durability
- Serviceability
- Life Cycle Cost

FACTOR IV – SITE ENHANCEMENTS

The evaluation of this factor will focus on the extent to which the Offeror incorporates landscaping, both hardscape and landscape, which enhances and compliments the design of the facility.

The following categories listed in descending order of importance for evaluation of building landscape:

Landscape

Hardscape

The following criteria to be utilized for evaluation of the above categories are listed in descending order of importance:

- Visual Appeal
- Ease of Maintenance

2.4. **Cost and Price Evaluation.**

Cost or price will not be assigned a numerical weight, point score, or adjectival rating. The Contracting Officer will use cost and price analysis to evaluate the price proposal, not only to determine whether it is reasonable, as determined by comparison to Government estimates generated by GSA and/or the technical advisors, but also to determine the Offeror's understanding of the work and ability to perform the contract. The cost and price evaluation will be clearly documented by the Contracting Officer.

After Best and Final Offers, a proposal will be rejected should it exceed the $1,670,000 budget limitation for average annual net rent as established in subparagraph 2.8, of Part 1, Volume 1. The Government may also reject an offer if it is materially unbalanced when comparing base price and unit prices which are significantly less than cost for some work and significantly overstated for other work.

Price proposals should be submitted on a rentable basis (see GSA Form 1364, Proposal to Lease Space, at Paragraph 2.1, of Part 2, Volume 4) with adequate support justifying the Offerors estimate of the common area factor. The Government will verify the amount of occupiable square footage and convert the rentable prices offered to occupiable prices, which will subsequently be used in the price evaluation. Rent should be quoted net of all operating expenses except for the cost of property insurance and taxes.

Evaluation of price proposals will be on the basis of the annual price per occupiable square foot offered, including all option periods, as reflected on the GSA Form 1364, Proposal to Lease Space, provided by the Offeror. (Refer to subparagraph 2.2.4, Part 2 of this volume.) Offerors are required to submit plans and any other information to demonstrate that the rentable space yields occupiable space within the required occupiable range.

The Government will perform a present value price evaluation by reducing the price per occupiable square foot to a composite annual occupiable square foot price, as follows:

1. The annual price per occupiable square foot of the firm term and all options will be discounted annually at 8 percent to yield a gross present value cost (PVC) per square foot.
2. The annualized (over the full term) per occupiable square foot cost of items which are to be reimbursed in a lump sum payment, if any, will be added to the gross PVC. (The cost of these items is present value; therefore, the cost of these items will not be discounted.)

The sum of the above will be the per occupiable square foot present value of the offer for price evaluation purposes.

2.5. **Evaluating Best and Final Offers.**

In accordance with FAR 15.611, upon completion of negotiations in Phase 2, the Contracting Officer shall issue to all Offerors still within the competitive range a request for Best and Final offers. A full technical evaluation will be conducted on each proposal following the receipt of Best and Final offers. A detailed cost and price analysis will also be performed.

2.6. **Award.**

As stated in subparagraph 2.1 above, source selection and award will be based on the "Greatest Value Concept." The selection for award will be made after the final evaluation of the technical and price proposals submitted in the Best and Final offers.

End of Volume 4, Part 3

VOLUME 4 - PROPOSAL AND AWARD: Part 4 - Submission Forms

1. PHASE 1 - SUBMISSION FORMS

The following forms, or their equivalent, should be completed and returned with the Offeror's Phase 1 submittal.

1.1. Standard Form 254

STANDARD FORM (SF) 254

Architect-Engineer and Related Services Questionnaire

Form Approved
OMB No. 9000-0004

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0004), Washington, D.C. 20503.

Purpose:
The policy of the Federal Government in acquiring architectural, engineering, and related professional services is to encourage firms lawfully engaged in the practice of those professions to submit annually a statement of qualifications and performance data. Standard Form 254, "Architect-Engineer and Related Services Questionnaire," is provided for that purpose. Interested A-E firms (including new, small, and/or minority firms) should complete and file SF 254's with each Federal agency and with appropriate regional or district offices for which the A-E is qualified to perform services. The agency head for each proposed project shall evaluate these qualification resumes, together with any other performance data on file or requested by the agency, in relation to the proposed project. The SF 254 may be used as a basis for selecting firms for discussions, or for screening firms preliminary to inviting submission of additional information.

Definitions:
"Architect-Engineer Services" are defined in Part 36 of the Federal Acquisition Regulation.
"Parent Company" is that firm, company, corporation, association or conglomerate which is the major stockholder or highest tier owner of the firm completing this questionnaire; i.e., Firm A is owned by Firm B which is, in turn, a subsidiary of Corporation C. The "parent company" of Firm A is Corporation C.
"Principals" are those individuals in a firm who possess legal responsibility for its management. They may be owners, partners, corporate officers, associates, administrators, etc.
"Discipline," as used in this questionnaire, refers to the primary technological capability of individuals in the responding firm. Possession of an academic degree, professional registration, certification, or extensive experience in a particular field of practice normally reflects an individual's primary technical discipline.
"Joint Venture" is a collaborative undertaking by two or more firms or individuals for which the participants are both jointly and individually responsible.
"Consultant," as used in this questionnaire, is a highly specialized individual or firm having significant input and responsibility for certain aspects of a project and possessing unusual or unique capabilities for assuring success of the finished work.
"Prime" refers to that firm which may be coordinating the concerted and complementary inputs of several firms, individuals or related services to produce a completed study or facility. The "prime" would normally be regarded as having full responsibility and liability for quality of performance by itself as well as by subcontractor professionals under its jurisdiction.

"Branch Office" is a satellite, or subsidiary extension, of a headquarters office of a company, regardless of any differences in name or legal structure of such a branch due to local or state laws. "Branch offices" are normally subject to the management decisions, bookkeeping, and policies of the main office.

Instructions for Filing (Numbers below correspond to numbers contained in form):
1. Type accurate and complete name of submitting firm, its address, and zip code.
   1a. Indicate whether form is being submitted in behalf of a parent firm or a branch office. (Branch office submissions should list only personnel in, and experience of, that office.)
2. Provide date the firm was established under the name shown in question 1.
3. Show date on which form is prepared. All information submitted shall be current and accurate as of this date.
4. Enter type of ownership, or legal structure, of firm (sole proprietor, partnership, corporation, joint venture, etc.).
   Check appropriate boxes indicating if firm is (a) a small business concern; (b) a small business concern owned and operated by socially and economically disadvantaged individuals; and (c) Woman-owned (See 48 CFR 19.101 and 52.219-9).
5. Branches of subsidiaries of large or parent companies, or conglomerates, should insert name and address of highest-tier owner.
   5a. If present firm is the successor to, or outgrowth of, one or more predecessor firms, show name(s) of former entity(ies) and the year(s) of their original establishment.
6. List not more than two principals from submitting firm who may be contacted by the agency receiving this form. (Different principals may be listed on forms going to another agency.) Listed principals must be empowered to speak for the firm on policy and contractual matters.
7. Beginning with the submitting office, list name, location, total number of personnel, and telephone numbers for all associated or branch offices, (including any headquarters or foreign offices) which provide A-E and related services.
   7a. Show total personnel in all offices. (Should be sum of all personnel, all branches.)
8. Show total number of employees, by discipline, in submitting office. (*If form is being submitted by main or headquarters office, firm should list total employees, by discipline, in all offices.) While some personnel may be qualified in several disciplines, each person should be counted only once in accord with his or her primary function. Include clerical personnel as "administrative." Write in any additional disciplines--sociologists, biologists, etc. -- and number of people in each, in blank spaces.

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STANDARD FORM (SF) 254

Architect–Engineer and Related Services Questionnaire

9. Using chart (below) insert appropriate index number to indicate range of professional services fees received by submitting firm each calendar year for last five years, most recent year first. Fee summaries should be broken down to reflect the fees received each year for (a) work performed directly for the Federal Government (not including grant and loan projects) or as a sub to other professionals performing work directly for the Federal Government; (b) all other domestic work, U.S. and possessions, including Federally-assisted projects, and (c) all other foreign work.

Ranges of **Professional Services Fees**

INDEX	INDEX
1. Less than $100,000	5. $1 million to $2 million
2. $100,000 to $250,000	6 $2 million to $5 million
3. $250,000 to $500,000	7. $5 million to $10 million
4. $500,000 to $1 million	8. $10 million or greater

10. Select and enter, in numerical sequence, **not more than thirty** (30) "Experience Profile Code" numbers from the listing (next page) which most accurately reflect submitting firm's demonstrated technical capabilities and project experience. **Carefully review list.** (It is recognized some profile codes may be part of other services or projects contained on list; firms are encouraged to select profile codes which best indicate type and scope of services provided on past projects.) For each code number, show total number of projects and gross fees (in thousands) received for profile projects performed by firm during past few years. If firm has one or more capabilities not included on list, insert same in blank spaces at end of list and show numbers in question 10 on the form. In such cases, the filled-in listing **must** accompany the complete SF 254 when submitted to the Federal agencies.

11. Using the "Experience Profile Code" numbers in the same sequence as entered in item 10, give details of at least one recent (within last five years) representative project for each code number, up to a **maximum** of thirty (30) separate projects, or portions of projects, for which firm was responsible. (Project examples may be used more than once to illustrate different services rendered on the same job. Example: a dining hall may be part of an auditorium or educational facility.) Firms which select less than thirty "profile codes" may list two or more project examples (to illustrate specialization) for each code number so long as total of all project examples does not exceed thirty (30). After each code number in question 11, show: (a) whether firm was "P," the prime professional, or "C," a consultant, or "JV," part of a joint venture on that particular project (new firms, in existence less than five (5) years may use the symbol "IE" to indicate "Individual Experience" as opposed to firm experience); (b) provide name and location of the specific project which typifies firm's (or individual's) performance under that code category; (c) give name and address of the owner of that project (if government agency indicate responsible office); (d) show the estimated construction cost (or other applicable cost) for that portion of the project for which the firm was primarily responsible. (Where no construction was involved, show approximate cost of firm's work); and (e) state year work on that particular project was, or will be, completed.

12. The completed SF 254 should be signed by a principal of the firm, preferably the chief executive officer.

13. Additional data, brochures, photos, etc. should not accompany this form unless specifically requested.

NEW FIRMS (not reorganized or recently-amalgamated firms) are eligible and encouraged to seek work from the Federal Government in connection with performance of projects for which they are qualified. Such firms are encouraged to complete and submit Standard Form 254 to appropriate agencies. Questions on the form dealing with personnel or experience may be answered by citing experience and capabilities of individuals in the firm, based on performance and responsibility while in the employee of others. In so doing, notation of this fact should be made on the form. In question 9, write in "N/A" to indicate "not applicable" for those years prior to firm's organization.

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Experience Profile Code Numbers
for use with questions 10 and 11

001 Acoustics, Noise Abatement
002 Aerial Photogrammetry
003 Agricultural Development; Grain Storage; Farm Mechanization
004 Air Pollution Control
005 Airports; Navaids; Airport Lighting; Aircraft Fueling
006 Airports; Terminals & Hangars; Freight Handling
007 Arctic Facilities
008 Auditoriums & Theatres
009 Automation; Controls; Instrumentation
010 Barracks; Dormitories
011 Bridges
012 Cemeteries *(Planning & Relocation)*
013 Chemical Processing & Storage
014 Churches; Chapels
015 Codes; Standards; Ordinances
016 Cold Storage; Refrigeration; Fast Freeze
017 Commercial Building *(low rise)*; Shopping Centers
018 Communications Systems; TV; Microwave
019 Computer Facilities; Computer Service
020 Conservation and Resource Management
021 Construction Management
022 Corrosion Control; Cathodic Protection; Electrolysis
023 Cost Estimating
024 Dams *(Concrete; Arch)*
025 Dams *(Earth; Rock)*; Dikes; Levees
026 Desalinization *(Process & Facilities)*
027 Dining Halls; Clubs; Restaurants
028 Ecological & Archeological Investigations
029 Educational Facilities; Classrooms
030 Electronics
031 Elevators; Escalators; People-Movers
032 Energy Conservation; New Energy Sources
033 Environmental Impact Studies, Assessments or Statements
034 Fallout Shelters; Blast-Resistant Design
035 Field Houses; Gyms; Stadiums
036 Fire Protection
037 Fisheries; Fish Ladders
038 Forestry & Forest Products
039 Garages; Vehicle Maintenance Facilities; Parking Decks
040 Gas Systems *(Propane; Natural, Etc.)*
041 Graphic Design
042 Harbors; Jetties; Piers, Ship Terminal Facilities
043 Heating; Ventilating; Air Conditioning
044 Health Systems Planning
045 Highrise; Air-Rights-Type Buildings
046 Highways; Streets; Airfield Paving Parking Lots
047 Historical Preservation
048 Hospital & Medical Facilities
049 Hotels; Models
050 Housing *(Residential, Multi-Family; Apartments; Condominiums)*
051 Hydraulics & Pneumatics
052 Industrial Buildings; Manufacturing Plants
053 Industrial Processes; Quality Control
054 Industrial Waste Treatment
055 Interior Design; Space Planning
056 Irrigation; Drainage
057 Judicial and Courtroom Facilities
058 Laboratories; Medical Research Facilities
059 Landscape Architecture
060 Libraries; Museums; Galleries
061 Lighting *(Interiors; Display; Theatre, Etc.)*
062 Lighting *(Exteriors; Streets; Memorials; Athletic Fields, Etc.)*
063 Materials Handling Systems; Conveyors; Sorters
064 Metallurgy
065 Microclimatology; Tropical Engineering
066 Military Design Standards
067 Mining & Mineralogy
068 Missile Facilities *(Silos; Fuels; Transport)*
069 Modular Systems Design; Pre-Fabricated Structures or Components
070 Naval Architecture; Off-Shore Platforms
071 Nuclear Facilities; Nuclear Shielding
072 Office Buildings; Industrial Parks
073 Oceanographic Engineering
074 Ordnance; Munitions; Special Weapons
075 Petroleum Exploration; Refining
076 Petroleum and Fuel *(Storage and Distribution)*
077 Pipelines *(Cross-Country - Liquid & Gas)*
078 Planning *(Community, Regional, Areawide and State)*
079 Planning *(Site, Installation, and Project)*
080 Plumbing & Piping Design
081 Pneumatic Structures, Air-Support Buildings
082 Postal Facilities
083 Power Generation, Transmission, Distribution
084 Prisons & Correctional Facilities
085 Product, Machine & Equipment Design
086 Radar; Sonar; Radio & Radar Telescopes
087 Railroad; Rapid Transit
088 Recreation Facilities *(Parks, Marinas, Etc.)*
089 Rehabilitation *(Buildings; Structures; Facilities)*
090 Resource Recovery; Recycling
091 Radio Frequency Systems & Shieldings
092 Rivers; Canals; Waterways; Flood Control
093 Safety Engineering; Accident Studies; OSHA Studies
094 Security Systems; Intruder & Smoke Detection
095 Seismic Designs & Studies
096 Sewage Collection, Treatment and Disposal
097 Soils & Geologic Studies; Foundations
098 Solar Energy Utilization
099 Solid Wastes; Incineration; Land Fill
100 Special Environments; Clean Rooms, Etc.
101 Structural Design; Special Structures
102 Surveying; Platting; Mapping; Flood Plain Studies
103 Swimming Pools
104 Storm Water Handling & Facilities
105 Telephone Systems *(Rural; Mobile; Intercom, Etc.)*
106 Testing & Inspection Services
107 Traffic & Transportation Engineering
108 Towers *(Self-Supporting & Guyed Systems)*
109 Tunnels & Subways
110 Urban Renewals; Community Development
111 Utilities *(Gas & Steam)*
112 Value Analysis; Life-Cycle Costing
113 Warehouses & Depots
114 Water Resources; Hydrology; Ground Water
115 Water Supply; Treatment and Distribution
116 Wind Tunnels; Research/Testing Facilities Design
117 Zoning; Land Use Studies
201 _____
202 _____
203 _____
204 _____
205 _____

00325

STA[illegible]D FORM (SF)

254

Architect-Engineer and Related Services Questionnaire

1. Firm Name/Business Address:

1a. Submittal is for ☐ Parent Company ☐ Branch or Subsidiary Office

2. Year Present Firm Established

3. Da[illegible]pared:

4. Specify type of ownership and check below, if applicable.

- A. Small Business
- B. Small Disadvantaged Business
- C. Woman-owned Business

5. Name of Parent Company, if any:

5a. Former Parent Company Name(s), if any, and Year(s) Established:

6. Names of not more than Two Principals to Contact: Title/Telephone

1)

2)

7. Present Offices: City / State / Telephone / No. Personnel Each Office

7a. Total Personnel _____

8. Personnel by Discipline: (List each person only once, by primary function.)

____ Administrative	____ Electrical Engineers	____ Oceanographers	____ _____
____ Architects	____ Estimators	____ Planners: Urban/Regional	____ _____
____ Chemical Engineers	____ Geologists	____ Sanitary Engineers	____ _____
____ Civil Engineers	____ Hydrologists	____ Soils Engineers	____ _____
____ Construction Inspectors	____ Interior Designers	____ Specification Writers	____ _____
____ Draftsmen	____ Landscape Architects	____ Structural Engineers	____ _____
____ Ecologists	____ Mechanical Engineers	____ Surveyors	____ _____
____ Economists	____ Mining Engineers	____ Transportation Engineers	____ _____

9. Summary of Professional Services Fees Received: (Insert index number)

Last 5 Years (most recent year first)

	19____	19____	19____	19____	19____
Direct Federal contract work, including overseas	_____	_____	_____	_____	_____
All other domestic work	_____	_____	_____	_____	_____
All other foreign work*	_____	_____	_____	_____	_____

[illegible]ce in foreign work, but without such experience, check here: ☐

Ranges of Professional Services Fees INDEX

1. Less than $100,000
2. $100,000 to $250,000
3. $250,000 to $500,000
4. $500,000 to $1 million
5. $1 million to $2 million
6. $2 million to $5 million
7. $5 million to $10 million
8. $10 million or greater

00326

10. [illegible]e of Firm's Project Experience, Last 5 Years

Profile Code	Number of Projects	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)
1)			11)			21)		
2)			12)			22)		
3)			13)			23)		
4)			14)			24)		
5)			15)			25)		
6)			16)			26)		
7)			17)			27)		
8)			18)			28)		
9)			19)			29)		
10)			20)			30)		

11. Project Examples, Last 5 Years

Profile Code	"P," "C," "JV," or "IE"	Project Name and Location	Owner Name and Address	Cost of Work (in thousands)	Completion Date (Actual or Estimated)
		1			
		2			
		3			
		4			
		5			
		6			
		7			

00327

		8			
		9			
		10			
		11			
		12			
		13			
		14			
		15			
		16			
		17			
		18			
		19			

00328

		20			
		21			
		22			
		23			
		24			
		25			
		26			
		27			
		28			
		29			
		30			

12. The foregoing is a statement of facts

Date:

Signature: _____ Typed Name and Title: _____

00329

1.2. **Standard Form 255**

STANDARD FORM (SF) 255

Architect-Engineer and Related Services Questionnaire for Specific Project

Form Approved
OMB No. 9000-0005

Public reporting burden for this collection of information is estimated to average 1.2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0005), Washington, D.C. 20503.

Purpose:

This form is a supplement to the "Architect-Engineer and Related Services Questionnaire" (SF 254). Its purpose is to provide additional information regarding the qualifications of interested firms to undertake a specific Federal A-E project. Firms, or branch offices of firms, submitting this form should enclose (or already have on file with the appropriate office of the agency) a current (within the past year) and accurate copy of the SF 254 for that office.

The procurement official responsible for each proposed project may request submission of the SF 255 "Architect-Engineer and Related Services Questionnaire for Specific Project" in accord with applicable civilian and military procurement regulations and shall evaluate such submissions, as well as related information contained on the Standard Form 254, and any other performance data on file with the agency, and shall select firms for subsequent discussions leading to contract award in conformance with Public Law 92-582. This form should only be filed by an architect-engineer or related services firm when requested to do so by the agency or by a public announcement. Responses should be as complete and accurate as possible, contain data relative to the specific project for which you wish to be considered, and should be provided, by the required due date, to the office specified in the request or public announcement.

This form will be used only for the specified project. Do not refer to this submittal in response to other requests or public announcements.

Definitions:

"Architect-Engineer Services" are defined in Part 36 of the Federal Acquisition Regulation.

"Principals" are those individuals in a firm who possess legal responsibility for its management. They may be owners, partners, corporate officers, associates, administrators, etc.

"Discipline," as used in this questionnaire, refers to the primary technological capability of individuals in the responding firm. Possession of an academic degree, professional registration, certification, or extensive experience in a particular field of practice normally reflects an individual's primary technical discipline.

"Joint Venture" is a collaborative undertaking by two or more firms or individuals for which the participants are both jointly and individually responsible.

"Key Persons, Specialists, and Individual Consultants," as used in this questionnaire, refer to individuals who will have major project responsibility or will provide **unusual or unique** capabilities for the project under consideration.

Instructions for Filing (Numbers below correspond to numbers contained in form):

1. Give name and location of the project for which this form is being submitted.

2. Provide appropriate data from the *Commerce Business Daily* (CBD) identifying the particular project for which this form is being filed.

   2a. Give the date of the *Commerce Business Daily* in which the project announcement appeared, or indicate "not applicable" (N/A) if the source of the announcement is other than the CBD.

   2b. Indicate Agency identification or contract number as provided in the CBD announcement.

3. Show name and address of the individual or firm (or joint venture) which is submitting this form for the project.

   3a. List the name, title, and telephone number of that principal who will serve as the point of contact. Such an individual must be empowered to speak for the firm on policy and contractual matters and should be familiar with the programs and procedures of the agency to which this form is directed.

   3b. Give the address of the specific office which will have responsibility for performing the announced work.

4. Insert the number of consultant personnel by discipline proposed for subject project on line (A). Insert the number of in-house personnel by discipline proposed for subject project on line (B). While some personnel may be qualified in several disciplines, each person should be counted only once in accord with his or her primary function. Include clerical personnel as "administrative." Write in any additional disciplines -- sociologists, biologists, etc. -- and number of people in each, in blank spaces.

5. Answer only if this form is being submitted by a joint venture of two or more collaborating firms. Show the names and addresses of all individuals or organizations expected to be included as part of the joint venture and describe their particular areas of anticipated responsibility (i.e., technical disciplines, administration, financial, sociological, environmental, etc.).

   5a. Indicate, by checking the appropriate box, whether this particular joint venture has worked together on other projects.

Each firm participating in the joint venture should have a Standard Form 254 on file with the contracting office receiving this form. Firms which do not have such forms on file should provide same immediately along with a notation at the top of page 1 of the form regarding their association with this joint venture submittal.

00332

Architect-Engineer and Related Services Questionnaire for Specific Project

Standard Form 255
General Services Administration
Washington, D.C. 20405

6. If respondent is not a joint venture, but intends to use outside (as opposed to in-house or permanently and formally affiliated) consultants or associates, he should provide names and addresses of all such individuals or firms, as well as their particular areas of technical/professional expertise, as it relates to this project. Existence of previous working relationships should be noted. If more than eight outside consultants or associates are anticipated, attach an additional sheet containing requested information.

7. Regardless of whether respondent is a joint venture or an independent firm, provide brief resumes of key personnel expected to participate on this project. Care should be taken to limit resumes to only those personnel and specialists who will have major project responsibilities. Each resume must include: (a) name of each key person and specialist and his or her title, (b) the project assignment or role which that person will be expected to fulfill in connection with this project, (c) the name of the firm or organization, if any, with whom that individual is presently associated, (d) years of relevant experience with present firm and other firms, (e) the highest academic degree achieved and the discipline covered (if more than one highest degree, such as two Ph.D.'s, list both), the year received and the particular technical/professional discipline which that individual will bring to the project, (f) if registered as an architect, engineer, surveyor, etc., show only the field of registration and the year that such registration was first acquired. If registered in several states, do not list states, and (g) a synopsis of experience, training, or other qualities which reflect individual's potential contribution to this project. Include such data as: familiarity with Government or agency procedures, similar type of work performed in the past, management abilities, familiarity with the geographic area, relevant foreign language capabilities, etc. Please limit synopsis of experience to directly relevant information.

8. List up to ten projects which demonstrate the firm's or joint venture's competence to perform work similar to that likely to be required on this project. The more recent such projects, the better. Prime consideration will be given to projects which illustrate respondent's capability for performing work similar to that being sought. Required information must include: (a) name and location of project, (b) brief description of type and extent of services provided for each project (submissions by joint ventures should indicate which member of the joint venture was the prime on that particular project and what role it played), (c) name and address of the owner of that project (if Government agency, indicate responsible office), and name and phone number of individual to contact for reference (preferably the project manager), (d) completion date (actual when available, otherwise estimated), (e) total construction cost of completed project (or where no construction was involved, the approximate cost of your work) and that portion of the cost of the project for which the named firm was/is responsible.

9. List only those projects which the A-E firm or joint venture, or members of the joint venture, are currently performing under direct contract with an agency or department of the Federal Government. Exclude any grant or loan projects being financed by the Federal Government but being performed under contract to other non-Federal Governmental entities. Information provided under each heading is similar to that requested in the preceding Item 8, except for (d) "Percent Complete." Indicate in this item the percentage of A-E work completed upon filing this form.

10. Through narrative discussion, show reason why the firm or joint venture submitting this questionnaire believes it is especially qualified to undertake the project. Information provided should include, but not be limited to, such data as: specialized equipment available for this work, any awards or recognition received by a firm or individuals for similar work, required security clearances, special approaches or concepts developed by the firm relevant to this project, etc. Respondents may say anything they wish in support of their qualifications. When appropriate, respondents may supplement this proposal with graphic material and photographs which best demonstrate design capabilities of the team proposed for this project.

11. Completed forms should be signed by the chief executive officer of the joint venture (thereby attesting to the concurrence and commitment of all members of the joint venture), or by the architect-engineer principal responsible for the conduct of the work in the event it is awarded to the organization submitting this form. Joint ventures selected for subsequent discussions regarding this project must make available a statement of participation signed by a principal of each member of the joint venture. ALL INFORMATION CONTAINED IN THE FORM SHOULD BE CURRENT AND FACTUAL.

00333

STANDARD FORM (SF) 255

Architect-Engineer and Related Services Questionnaire for Specific Project

1. Project Name/Location for which Firm is Filing:

2a. *Commerce Business Daily* Announcement Date, if any:

2b. Agency Identification Number, if any:

3. Firm (or Joint-Venture) Name & Address

3a. Name, Title & Telephone Number of Principal to Contact

3b. Address of office to perform work, if different from Item 3

4. Personnel by Discipline: (List each person only once, by primary function.) Enter proposed consultant personnel to be utilized on this project on line (A) and In-house personnel on line (B).

(A)	(B)	Administrative	(A)	(B)	Electrical Engineers	(A)	(B)	Oceanographers	(A)	(B)	
(A)	(B)	Architects	(A)	(B)	Estimators	(A)	(B)	Planners: Urban/Regional	(A)	(B)	
(A)	(B)	Chemical Engineers	(A)	(B)	Geologists	(A)	(B)	Sanitary Engineers	(A)	(B)	
(A)	(B)	Civil Engineers	(A)	(B)	Hydrologists	(A)	(B)	Soils Engineers	(A)	(B)	
(A)	(B)	Construction Inspectors	(A)	(B)	Interior Designers	(A)	(B)	Specification Writers	(A)	(B)	
(A)	(B)	Draftsmen	(A)	(B)	Landscape Architects	(A)	(B)	Structural Engineers	(A)	(B)	
(A)	(B)	Ecologists	(A)	(B)	Mechanical Engineers	(A)	(B)	Surveyors	(A)	(B)	
(A)	(B)	Economists	(A)	(B)	Mining Engineers	(A)	(B)	Transportation Engineers	(A)	(B)	Total Personnel

5. If submittal is by JOINT-VENTURE list participating firms and outline specific areas of responsibility (including administrative, technical and financial) for each firm: (Attach SF 254 for each if not on file with Procuring Office.)

00334

5a. Has this Joint-Venture previously worked together? ☐ Yes ☐ No

. If respon[illegible]s not a joint-venture, list outside key Consultants/Associates a[illegible]ated for this project (Attach SF 254 for Consultants/Associates [illegible]ed, not alread[illegible]ile with the Contracting Office).

Name & Address	Specialty	Worked with Prime before (Yes or No)
1)		
2)		
3)		
4)		
5)		
6)		
7)		
8)		

00335

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.

a. Name & Title:	a. Name & Title:
b. Project Assignment:	b. Project Assignment:
c. Name of Firm with which associated:	c. Name of Firm with which associated:
d. Years experience: With This Firm..... With Other Firms.....	d. Years experience: With This Firm..... With Other Firms.....
e. Education: Degree(s)/Year/Specialization	e. Education: Degree(s)/Year/Specialization
f. Active Registration: Year First Registered/Discipline	f. Active Registration: Year First Registered/Discipline
g. Other Experience and Qualifications relevant to the proposed project:	g. Other Experience and Qualifications relevant to the proposed project:

00336

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.

a. Name & Title:	a. Name & Title:
b. Project Assignment:	b. Project Assignment:
c. Name of Firm with which associated:	c. Name of Firm with which associated:
d. Years experience: With This Firm..... With Other Firms.....	d. Years experience: With This Firm..... With Other Firms.....
e. Education: Degree(s)/Year/Specialization	e. Education: Degree(s)/Year/Specialization
f. Active Registration: Year First Registered/Discipline	f. Active Registration: Year First Registered/Discipline
g. Other Experience and Qualifications relevant to the proposed project:	g. Other Experience and Qualifications relevant to the proposed project:

00337

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.

a. Name & Title:	a. Name & Title:
b. Project Assignment:	b. Project Assignment:
c. Name of Firm with which associated:	c. Name of Firm with which associated:
d. Years experience: With This Firm..... With Other Firms.....	d. Years experience: With This Firm..... With Other Firms.....
e. Education: Degree(s)/Year/Specialization	e. Education: Degree(s)/Year/Specialization
f. Active Registration: Year First Registered/Discipline	f. Active Registration: Year First Registered/Discipline
g. Other Experience and Qualifications relevant to the proposed project:	g. Other Experience and Qualifications relevant to the proposed project:

00338

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.

a. Name & Title:	a. Name & Title:
b. Project Assignment:	b. Project Assignment:
c. Name of Firm with which associated:	c. Name of Firm with which associated:
d. Years experience: With This Firm..... With Other Firms.....	d. Years experience: With This Firm..... With Other Firms.....
e. Education: Degree(s)/Year/Specialization	e. Education: Degree(s)/Year/Specialization
f. Active Registration: Year First Registered/Discipline	f. Active Registration: Year First Registered/Discipline
g. Other Experience and Qualifications relevant to the proposed project:	g. Other Experience and Qualifications relevant to the proposed project:

00339

8. Work by firms or joint-venture members which best illustrates current qualifications relevant to this project (list not more than 10 projects).

a. Project Name & Location	b. Nature of Firm's Responsibility	c. Project Owner's Name & Address and Project Manager's Name & Phone Number	d. Completion Date (actual or estimated)	e. Estimated Cost (In Thousands)	
				Entire Project	Work For Which Firm Was/Is Responsible
(1)					
(2)					
(3)					
(4)					
(5)					
(6)					
(7)					
(8)					
(9)					
(10)					

00340

9. A[illegible] by firms or joint-venture members currently being performed [illegible]tly for Federal agencies.

a. Project Name & Location	b. Nature of Firm's Responsibility	c. Agency (Responsible Office) Name and Address and Project Manager's Name & Phone Number	d. Percent Complete	e. Estimated Cost (In Thousands)	
				Entire Project	Work For Which Firm Is Responsible

STANDARD FORM 255 PAC (REV. 11-92)

0034

10. Use this space to provide any additional information or description of resources (including any computer design capabilities) supporting your firm's qualifications for the proposed project.

11. The foregoing is a statement of facts.

Signature: _____ Typed Name and Title: _____

Date:

00342

2. PHASE 2 - SUBMISSION FORMS

The following forms should be completed and returned with the Offeror's Phase 2 submittal.

2.1. **GSA Form 1364, Proposal to Lease Space.**

PROPOSAL TO LEASE SPACE

Section I - Description of Premises

Building Name and Address:
_____
_____
_____

Building Description:
Number of Floors _____
Total Rentable Square Feet _____
Local Measurement Method _____

Section II - Space Offered, Initial Lease and Renewal Rental Rates

OFFICE

Floor	Rentable Square Feet	Common Area Factor	Full (F)/ Partial (P) Floor	Initial Term, Annual Rate per Sq. Ft.	Renewal Term, Annual Rate per Sq. Ft.	Renewal Term, Annual Rate per Sq. Ft.

STORAGE

Total						

SPECIAL

Total						

*Common Area Factor applicable for pro rata share of common areas if included in rentable square feet

PARKING

No. of parking spaces for building under control of Offeror	No. of parking spaces furnished for use by Government employees	If parking spaces are provided because of local law or regulation, and no charge for parking is intended, MARK HERE	If there is a charge for Government employee parking, show amount that will be charged for each parking space:
Inside # Outside #	Inside # Outside #	_____	$_____

(GSA FORM 1364 REV. JUN 1994)

00343

Total Rentable Square Feet Offered _____ Overtime Rate/Hour _____

Composite Rate Per Square Foot _____

Section III - Lease Terms

Initial Lease

Offer GOOD Until _____

Number of Days Notice to Terminate Lease _____

Number of Days Notice to Renew Lease _____

Space to be delivered within _____ calendar days from award.

Renewal Options

Renewal Periods _____

Number of Renewal Options _____

Section IV - Owner Identification and Certifications

Recorded Owner Name and Address

_____
_____
_____

Owner Operates as

_____ Individual
_____ Partnership
_____ Corporation

Taxpayer Identification Number

_____

Offeror Name and Address

_____
_____
_____

Offeror's Interest in Property

_____ Owner
_____ Agent
_____ Other (Specify)

The offeror upon acceptance of this proposal by the herein specified date, to lease to the United States of America, the premises described, upon the terms and conditions as specified herein, in full compliance with and acceptance of the aforementioned Solicitation, with attachments.

_____ _____ _____
Offeror Signature Title Date

2.2. **Small Business Subcontracting Plan**

SUBCONTRACTING PLAN

DATE:_____

COMPANY NAME:_____

ADDRESS:_____

CITY:_____ STATE:_____ ZIP CODE:_____

SOLICITATION OR CONTRACT NUMBER:_____

The following, together with any attachments, is hereby submitted as a Subcontracting Plan to satisfy the applicable requirements of FAR Clause 52.219-9.

1. The following goals, expressed both in dollars and percentage of the total planned subcontracting dollars, are applicable to the solicitation/contract cited above or to the contract awarded under the solicitation cited. These goals represent all first tier subcontracts that contribute to contract performance, and may include a proportionate share of products/services that are normally allocated as indirect costs.

		DOLLARS	PERCENT
(a)	TOTAL PLANNED SUBCONTRACTING TO ALL TYPES OF BUSINESS CONCERNS UNDER THIS CONTRACT.	$_____	_____%
(b)	TOTAL PLANNED SUBCONTRACTING TO SMALL BUSINESSES (EXCLUDE SMALL DISADVANTAGED BUSINESSES). •	$_____	_____%
(c)	TOTAL PLANNED SUBCONTRACTING TO SMALL DISADVANTAGED BUSINESSES. •	$_____	_____%
(d)	TOTAL PLANNED SUBCONTRACTING TO SMALL AND SMALL DISADVANTAGED BUSINESSES (LINES b & c).	$_____	_____%
(e)	TOTAL PLANNED SUBCONTRACTING TO LARGE BUSINESSES.	$_____	_____%

• ***Include First Tier Subcontracts Only***

02-22-94
Previous Editions Obsolete
And Not Usable

(f) The following products and/or services will be subcontracted under this contract, and the distribution among large, small, and small disadvantaged business is as listed below. Only items applicable to this specific contract should be included. (Use attachments if necessary).

LARGE	SMALL	SMALL DISADVANTAGED

(g) The following description explains the method used to develop the subcontracting goals in paragraph 1 above.

(h) Indirect costs ( ) have been included ( ) have not been included in the goals specified in paragraph 1. If "have been included" is checked, explain the method used to determine the proportionate share of indirect cost to be incurred with (i) small business concerns and (ii) small disadvantaged business concerns.

2. The following individual employed by the offeror (contractor) will administer the subcontracting program:

Name and Telephone Number:_____

Address:_____

Title:_____

This individual's specific duties, as they relate to the firm's subcontracting program, are as follows:

General overall responsibility for the company's Small Business Program, the development, preparation and execution of an individual subcontracting plan and for monitoring performance relative to contractual subcontracting requirements contained in this plan, including but not limited to:

(a) Developing and maintaining source lists of small and small disadvantaged business concerns.

(b) Ensuring that procurement requirements are structured to permit small and small disadvantaged business concerns the ability to participate to the maximum extent possible.

(c) Assuring inclusion of small and small disadvantaged business concerns in all solicitations for products or services which they are capable of providing.

(d) Reviewing solicitations to remove statements, clauses, etc., which may tend to restrict or prohibit small and small disadvantaged business participation.

(e) Ensuring periodic rotation of potential subcontractors on bidders lists.

(f) Ensuring that the bid proposal review board documents its reasons for not selecting low bids submitted by small and small disadvantaged business concerns.

(g) Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.

(h) Attending or arranging for attendance of company counselors at business opportunity workshops, minority business enterprise seminars, trade fairs, etc.

(I) Conducting or arranging motivational training for purchasing personnel pursuant to the intent of P.L. 95-507.

(j) Monitoring attainment of proposed goals.

(k) Preparing and submitting periodic subcontracting reports required, SF 294 and/or SF 295 (Examples Attached).

(l) Coordinating company activities during the conduct of compliance reviews by Federal agencies.

(m) Coordinating company activities involving its small and small disadvantaged business subcontracting program.

(n) Additions or deletions from the duties specified above are as follows: (If none, so indicate)

_____

_____

_____

00347

Sall

3. The following efforts will be taken to ensure that small and small disadvantaged business concerns have an equitable opportunity to compete for subcontracts.

(a) Outreach efforts will be made as follows:

(I) Contacts with small and minority business trade associations.

(ii) Contacts with business development organizations.

(ii) Attendance at small and minority business procurement conferences and trade fairs.

(iv) Obtaining small and small disadvantaged business sources from the SBA's PASS System when applicable.

(b) The following internal efforts will be made to guide and motivate buyers:

(I) Conduct workshops, seminars and training programs relative to SB and SDB program.

(ii) Monitor company activities to evaluate compliance with this subcontracting plan.

(c) Maintain small and small disadvantaged business source lists, guides or other data identifying small and small disadvantaged business concerns and the products/services they represent which will be utilized by buyers in soliciting subcontractors.

(d) Additions or deletions from the above listed efforts are as follows: (If none, so indicate)

_____

_____

_____

_____

_____

4. The offeror (contractor) agrees that the FAR clause 52.219-8 entitled, "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" will be included in all subcontracts which offer further subcontracting opportunities and all subcontractors, except small business concerns, who receive subcontracts in excess of $500,000 ($1,000,000 for construction) will be required to adopt and comply with a subcontracting plan similar to this one. such plans will be reviewed by comparing them with the provisions of Public Law 95-507, and assuring that all minimum requirements of an acceptable subcontracting plan have been satisfied. The acceptability of percentage goals shall be determined on a case-by-case basis depending on the products/services involved and the availability of potential small and small disadvantaged subcontractors. Once approved and implemented, plans will be monitored through the submission of periodic reports including SF 294 and/or SF 295, and, as time and availability of funds permit, periodic visits to subcontractors facilities to review applicable records and subcontracting program progress.

5. The offeror (contractor) agrees to (I) cooperate in any studies or surveys as may be required, (ii) submit periodic reports in order to allow the government to determine the extent of compliance by the offeror with the subcontracting plan, and (iii) submit Standard Form (SF) 294, Subcontracting Report for individual contracts and SF 295, Summary subcontract Report, in accordance with the instructions on the forms.

6. The offeror (contractor) agrees that he will maintain, as a minimum, the following types of records to document compliance with subcontracting plan:

(a) Small and small disadvantaged business concerns source lists, guides and other data which identifies small and small disadvantaged business concerns and the products/services they represent.

(b) Records which indicate organizations contacted for small and small disadvantaged business sources.

(c) Records on a contract by contract basis, for all subcontract solicitations over $100,000, indicating in each solicitation file (1) whether small business concerns were solicited, and if not, why not; (2) whether small disadvantaged business concerns were solicited, and if not, why not; and (3) reasons for the failure of solicited small or small disadvantaged business concerns to receive the subcontract award.

(d) Records to support other outreach efforts, i.e., contacts with Minority and Small Business Trade Associations, attendance at small and minority business procurement conferences and trade fairs, etc.

(e) Records to support internal efforts to guide and encourage buyers, i.e., workshops, seminars, training programs, etc. and the monitoring of activities to evaluate compliance.

(f) Records on a contract-by-contract basis to support subcontract award data to include name and address of subcontractor.

(g) Additions or deletions from the above are as follows: (If none, so indicate)

_____

_____

_____

_____

Subcontracting Plan Submitted By: _____

Typed Name & Title of Company Official & signature

Date:_____

Subcontracting Plan Accepted By: _____

Contracting Officer signature

Date:_____

2.3. **Unit Cost for Adjustment**

UNIT COSTS FOR ADJUSTMENTS

THE OFFEROR IS REQUIRED TO PROVIDE THE COST FOR EACH ITEM LISTED BELOW:
** Costs should reflect the fully installed finished product including material and labor costs.

- One (1) linear foot of office subdividing ceiling high partition with a Sound Transmission Coefficient (STC) of 40. $_____
- One (1) linear foot of office subdividing slab-to-slab partition with a Sound Transmission Coefficient (STC) of 40. $_____
- One (1) floor mounted duplex electrical outlet $_____
- One (1) wall mounted duplex electrical outlet $_____
- One (1) wall mounted fourplex (double duplex) electrical outlet $_____
- One (1) floor mounted fourplex (double duplex) electrical outlet $_____
- One (1) wall mounted fourplex (double duplex) electrical outlet $_____
- One (1) dedicated clean electrical computer receptacle $_____
- One (1) floor mounted telephone outlet $_____
- One (1) wall mounted telephone outlet $_____
- One (1) floor mounted data outlet $_____
- One (1) wall mounted data outlet $_____
- One (1) cluster group for systems furniture hookup $_____
- One (1) solid core interior door with metal frame and hardware $_____

_____ _____
Offeror's Signature Date

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2.4. **Certificate of Procurement Integrity**

CERTIFICATE OF PROCUREMENT INTEGRITY

(1) I, _____ (Name of Certifier), am the officer or employee responsible for the preparation of this offer and hereby certify that to the best of my knowledge and belief, with the exception of any information described in this certificate, I have no information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement **MFL 93021**.

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of _____ [Name of Offeror] who has participated personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity (Continuation Sheet)). **ENTER "NONE" IF NONE EXIST.**

_____

_____

_____

_____

_____

(4) I agree that, if awarded a contract under this solicitation, the certifications required by subsection 27(e)(1)(B) of the Act shall be maintained in accordance with paragraph (f) of this provision.

_____ _____

[Signature of officer or employee responsible for offer] [Date]

_____

[Typed name of officer or employee responsible for offer]

* Subsection 27(a), (b), and (d) are effective on December 1, 1990.
Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

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3. CAD FILES

A copy of the drawings illustrated in the exhibits included in this SFO have been duplicated in CAD format and are available in a set of three (3) 3¼-inch floppy disks upon written request to the Contracting Officer. Distribution of the disks will be limited to one set for each project team.

3.1. **Boundary Survey**

3.2. **Topographical Survey**

3.3. **Utility Survey**

3.4. **Design Concepts**

3.4.1. Site Plan - Base Bid

3.4.2. Site Plan - Option Bid

3.4.3. Level One Plan

3.4.4. Level Two Plan

3.4.5. Level Three Plan

3.4.6. Level Four Plan

3.4.7. Level Five Plan

3.4.8. East-West Building Section

3.4.9. North-South Building Section

End of Volume 4, Part 4

2. REPRESENTATIONS AND CERTIFICATIONS

Complete appropriate boxes as directed in this paragraph, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications:

(NOTE: The "Offeror," as used in this paragraph, is the owner of the property offered, not an individual or agent representing the owner.)

2.1. 552.219-1 Small Business Concern Representation (May 1991) (Variation).

The Offeror represents and certifies as part of its offer that it [ ] is, [✓] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

2.2. Small Business Size Standard (Apr 1994).

The small business size standard applicable to this acquisition is annual average gross receipts of $15 million or less for the preceding three fiscal years.

2.3. 52.219-2 - Small Disadvantaged Business Concern Representation (Feb 1990).

(a) Representation. The Offeror represents that it [ ] is, [✓] is not a small disadvantaged business concern.

(b) Definitions.

"Asian Pacific Americans," as used in this provision, means United States citizens whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia.

"Indian tribe," as used in this provision, means any Indian tribe, band, nation, or other organized group or community of Indians, including any Alaska Native Corporation as defined in 13 CFR 124.100 which is recognized as eligible for the special programs and services provided by the U.S. to Indians because of their status as Indians, or which is recognized as such by the State in which such tribe, band, nation, group, or community resides.

"Native Americans," as used in this provision, means American Indians, Eskimos, Aleuts, and native Hawaiians.

"Native Hawaiian Organization," as used in this provision, means any community service organization serving Native Hawaiians in, and chartered as a not-for-profit organization by, the State of Hawaii, which is controlled by Native Hawaiians, and whose business activities will principally benefit such Native Hawaiians.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (a) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and (b) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Subcontinent Asian Americans," as used in this provision, means United States citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal.

(c) Qualified groups. The Offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other individuals found to be qualified by SBA under 13 CFR 124. The Offeror shall presume that socially and economically disadvantaged entities also include Indian tribes and Native Hawaiian Organizations.

2.4. **52.219-3 - Women-Owned Small Business Representation (Apr 1984).**

(a) Representation. The Offeror represents that it [ ] is, [✓] is not a women-owned small business concern.

(b) Definitions.

"Small business concern," as used in this provision, means a concern including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

2.5. **552.219-73 - Preparation and Submission of Subcontracting Plans (Nov 1991).**

(a) This solicitation requires the submission of a subcontracting plan in the format described in FAR 52.219-9 (see SFO Volume 4, Part 4 Paragraph 2.2) by all offerors that are not small business concerns. In preparing its subcontracting plan, the offeror shall take into consideration local economic conditions and the availability of small and small disadvantaged business concerns. The subcontracting plan should reflect the maximum utilization of small and small disadvantaged business concerns consistent with efficient contract performance (FAR 52.219-8).

(b) The subcontracting plan will be negotiated concurrently with cost and any required technical and management proposals. Consequently, failure to submit the subcontracting plan and/or correct deficiencies in the plan within the time specified by the Contracting Officer shall make the Offeror ineligible for award.

2.6. **52.222-22 - Previous Contracts and Compliance Reports (Apr 1984).**

The Offeror represents that --

(a) It [✓] has, [ ] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [✓] has, [ ] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

2.7. **52.222-25 - Affirmative Action Compliance (Apr 1984).**

The Offeror represents that --

(a) It [✓] has developed and has on file, [ ] has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

2.8. **52.222-21 - Certification of Nonsegregated Facilities (Apr 1984).**

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the Offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The Offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods).

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001. (Approved by OMB under Control Number 1215-0072.)

2.9. 552.203-4 - Contingent Fee Representation and Agreement (May 1989).

(a) Representation. The Offeror represents that, except for full-time bona fide employees working solely for the Offeror or bona fide established real estate agents or brokers maintained by the Offeror for the purpose of securing business, the Offeror --

[Note: The Offeror must check the appropriate boxes. For interpretation of the term "bona fide employee or agency," see paragraph (b) of the Covenant Against Contingent Fees clause.]

(1) [ ] Has, [✓] has not, employed or retained any company or persons to solicit or obtain this lease; and

(2) [ ] Has, [✓] has not, paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The Offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer --

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

2.10. 52.203-02 - Certificate of Independent Price Determination (Apr 1985).

(a) The Offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

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

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

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

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

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above Michael V. Sencindiver [insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

2.11. **52.215-11 - Authorized Negotiators (Apr 1984).**

The Offeror or quoter represents that the following person(s) are authorized to negotiate on its behalf with the Government in connection with this solicitation for offers: [*List names, titles, and telephone numbers of the authorized negotiator(s)*]

2.12. **52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991) (Deviation).**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

2.13. 52.209-5 - Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters (May 1989).

(a)

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

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

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

(B) Have [ ] have not [✓], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

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

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

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

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18 UNITED STATES CODE.

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

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

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

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

2.14. Requirement for Radon Certification (Dec 1993).

The successful Offeror (Lessor) shall submit the following certification to the Contracting Officer as specified in the paragraph "Radon Measurement and Corrective Action (DEC 1993)" in Part 1, Volume 2 of the solicitation.

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(a) I hereby certify that the portion of the space offered for lease or acquisition by the Government that is in ground contact or closest to the ground, up to and including the second floor (if space is offered on floor 3 and/or above, no measurements are required), has been measured for radon as specified in the paragraph "Radon Measurement and Corrective Action (DEC 1993)" of the solicitation. Radon detectors were placed throughout the required area to ensure each detector covered no more than 2,000 square feet of space. Radon analyses were performed by a laboratory successfully participating in the Environmental Protection Agency-sponsored Radon Measurement Proficiency Program. The laboratory analysis is hereby submitted.

(b) The highest radon level measured was _____.

Because the building is yet to be constructed, no radon testing can be performed at this time. Upon completion of the construction, Keating Development Company will conduct radon measurement and mitigation, if necessary. The measurement and mitigation will be performed in accordance with Paragraph 10.3 of Volume 2, Part I, Page 23 of the SFO. (c) The measurement method used was _____.

2.15. 52.223-5 - Certification Regarding a Drug-Free Workplace (Jul 1990).

(a) Definitions. As used in this provision, "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statutes" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. Directly engaged is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an Offeror/contractor that has no more than one employee including the Offeror/contractor.

(b) By submission of its offer, the Offeror, if other than an individual, who is making an offer that equals or exceeds $25,000, certifies and agrees that, with respect to all employees of the Offeror to be employed under a contract resulting from this solicitation, that, no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration, or as soon as possible, for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed, it will -

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about -

(i) The dangers of drug abuse in the workplace;

(ii) The contractor's policy of maintaining drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the contract with a copy of a statement required by subparagraph (b)(1) of this clause;

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(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will -

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

(5) Notify the contracting officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position and title of the employee; and

(6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraph (b)(1) through (b)(6) of this clause.

(c) By submission of its offer, the Offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the Offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract resulting from this solicitation.

(d) Failure of the Offeror to provide the certification required by paragraph (b) or (c) of this provision, renders the Offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).)

(e) In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

2.16. 52.215-6 - Type of Business Organization (Jul 1987).

The Offeror or quoter, by checking the applicable box, represents that --

(a) It operates as [✓] a corporation incorporated under the laws of the State of Pennsylvania, [ ] an individual, [ ] a partnership, [ ] a nonprofit organization, or a [ ] joint venture; or

(b) If the Offeror or quoter is a foreign entity, it operates as [ ] an individual, [ ] a partnership, [ ] a nonprofit organization, a [ ] joint venture, or a [ ] a corporation, registered for business in _____(country).

2.17. 52.204-3 Taxpayer Identification (Sep 1989) (Variation).

(a) The Offeror is required to submit taxpayer identification information in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). Failure or refusal by the Offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract. Taxpayer information on the payee, if different from the Offeror, is also required; however, it may be provided at the time of award.

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(b) Offeror's Taxpayer Identification Number (TIN).

[redacted] (b) (4) [ ] TIN has been applied for. [ ] TIN is not required.

(c) Corporate Status.

[✓] Corporation; [ ] Not a corporate entity; [ ] Sole proprietorship [ ] Partnership

(d) Common Parent.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

[✓] Offeror is not owned or controlled by a common parent.

[ ] Name and TIN of common parent: Name _____ TIN _____

(e) Payee's Taxpayer Identification Number.

[ ] TIN: _____. [ ] TIN has been applied for. [ ] TIN is not required.

2.18. Offeror's Contractor Establishment Code (Mar 1992).

Enter number, if known: _____

OFFEROR OR AUTHORIZED REPRESENTATIVE	Name and Address (Including ZIP Code)	Telephone Number
	Keating Development Company One Bala Avenue Bala Cynwyd, PA 19004	(610) 6684100
	[redacted] (b) (6) Signature	August 16, 1995 Date

End of Volume 4, Part 1

00363

Sow

CHECKLIST FOR REVIEW OF SUBCONTRACTING PLAN

1. NAME OF CONTRACTOR-ADDRESS-PHONE NUMBER	2. ADMINISTRATIVE CONTRACTING OFFICE-ADDRESS-PHONE NUMBER
. Head .ral Services Administration 1 West Peachtree Street, NW, Suite 2500 Atlanta, GA 30365-2550 (404) 331-7679	Ron L. Head General Services Administration 401 West Peachtree Street, NW, Suite 2500 Atlanta, GA 30365-2550 (404) 331-7679
3. SOLICITATION NUMBER MFL 93021	4. CONTRACT NUMBER *(And Modification No. if applicable)* GS-04B-35055
5. CONTRACTOR'S NAME-ADDRESS-PHONE NUMBER Keating Development Company One Bala Avenue Bala Cynwyd, PA 19004 Project Manager: Ms. Tracy Greer (610) 668-4100	6. SUBCONTRACTING PLAN, ADMINISTRATOR'S NAME-ADDRESS-PHONE NUMBER Katherine Koromvokis, Esq. Equal Employment Opportunity Officer One Bala Avenue Bala Cynwyd, PA 19004 (610) 668-4100
7. PLACE OF PERFORMANCE *(If different from No. 5)* 1 N. Palafox Street Pensacola, Florida 32501	8. TYPE OF CONTRACT ☐ a. SEALED BID ☒ NEGOTIATED ☐ b. SCHEDULE ☐ NON-SCHEDULE

9a. CONTRACT PERIOD	9b. DATE OF AWARD	10. CONTRACT DOLLAR VALUE
June 1, 1997 - May 31, 2017	10/03/95	$33,065,981.20

11. DESCRIPTION OF SPPLIES OR SERVICES

Design, construction, and subsequent lease of a 100,000 square foot Federal courthouse to be constructed on a pre-selected site at the corner of Garden and Palafox Streets (1 N. Palafox Street) in downtown Pensacola, FLorida.

12. TYPE OF PLAN

☒ INDIVIDUAL CONTRACT ☐ MASTER ☐ COMPANY-WIDE PLAN FOR COMMERCIAL PRODUCTS

13. CHECKLIST

.S ESTABLISHED	PERCENT	DOLLAR AMOUNT	PCO ACCEPTABLE		SBTA ACCEPTABLE		SBA/PCR ACCEPTABLE	
(1) TOTAL SUBCONTRACTING PLANNED	100	$10,030,000.00	YES	NO	YES	NO	YES	NO
(2) TO SMALL BUSINESS *(Includes small disadvantaged)*	12%	$1,180,000.00	X					
(3) TO SMALL DISADVANTAGED BUSINESS *(Percent of Total)*	7%	$708,000.00	X					
(4) DESCRIPTION OF PRODUCTS AND SERVICES TO BE SUBCONTRACTED AND IDENTIFICATION OF THOSE TO BE SUBCONTRACTED TO SMALL AND SMALL DISADVANTAGED BUSINESS CONCERNS.			X					
(5) STATEMENT OF METHODS USED TO DEVELOP GOALS AND LOCATE POTENTIAL SUPPLIERS.			X					
(6) STATEMENT IF INDIRECT AND OVERHEAD COSTS INCLUDED IN GOALS, DESCRIPTION OF METHOD USED TO ALLOCATE COSTS.			X					
b. ADMINISTRATOR OF SUBCONTRACTING PROGRAM NAMED AND DUTIES SPECIFIED.			X					
c. DESCRIPTION OF EFFORTS PLANNED BY OFFEROR TO ASSURE SUBCONTRACTING OPPORTUNITIES TO SMALL AND SMALL DISADVANTAGED BUSINESS CONCERNS.			X					
d. (1) FLOW DOWN ASSURANCES THAT: OFFEROR WILL INCLUDE UTILIZATION OF SMALL AND SMALL DISADVANTAGED BUSINESS CLAUSE IN SUBCONTRACTS WITH SUBCONTRACTING OPPORTUNITIES			X					
(2) OFFEROR WILL REQUIRE SUBCONTRACTORS TO ADOPT SIMILAR SUBCONTRACTING PLAN (OVER $500,000 OR $1 MILLION FOR CONSTRUCTION).			X					
e. ASSURANCES OFFEROR WILL SUBMIT SF 294 AND/OR SF 295, AS APPLICABLE, AND COOPERATE AS REQUIRED IN STUDIES AND SURVEYS.			X					
f. RECITATION OF TYPES OF RECORDS MAINTAINED.			X					

REMARKS *(Use reverse or an attachment, if necessary)*. INCLUDE THE FINDINGS REQUIRED BY GSAR 519.705-4.

Keating Development Company recently completed many projects in the past for GSA in Region 3, such as a similarly sized Federal courthouse in Allentown, PA, (completed August 1995), a major renovation project for GSA at the U. S. Customs House in Philadelphia, PA, (completed June 1993), as well as the development and construction of the U. S. Treasury's Philadelphia Regional Financial Center for GSA (completed July 1994).

VIEWED BY *(Signatures and Dates)*	[redacted] (b) (6)	[redacted] (b) (6)	SBA/PCR
	Ron L. Head, Contracting Officer DATE:	DATE: 10/11/95	DATE:

2.2. **Small Business Subcontracting Plan**

SUBCONTRACTING PLAN

DATE: June 12, 1995

COMPANY NAME: Keating Development Company

ADDRESS: One Bala Avenue

CITY: Bala Cynwyd STATE: PA ZIP CODE: 19004

SOLICITATION OR CONTRACT NUMBER: MFL 93021

The following, together with any attachments, is hereby submitted as a Subcontracting Plan to satisfy the applicable requirements of FAR Clause 52.219-9.

1. The following goals, expressed both in dollars and percentage of the total planned subcontracting dollars, are applicable to the solicitation/contract cited above or to the contract awarded under the solicitation cited. These goals represent all first tier subcontracts that contribute to contract performance, and may include a proportionate share of products/services that are normally allocated as indirect costs.

		DOLLARS	PERCENT
(a)	TOTAL PLANNED SUBCONTRACTING TO ALL TYPES OF BUSINESS CONCERNS UNDER THIS CONTRACT.	$ 10,030,000	100%
(b)	TOTAL PLANNED SUBCONTRACTING TO SMALL BUSINESSES (EXCLUDE SMALL DISADVANTAGED BUSINESSES). *	$ 1,180,000	12%
(c)	TOTAL PLANNED SUBCONTRACTING TO SMALL DISADVANTAGED BUSINESSES. *	$ 708,000	7%
(d)	TOTAL PLANNED SUBCONTRACTING TO SMALL AND SMALL DISADVANTAGED BUSINESSES (LINES b & c).	$ 1,888,000	19%
(e)	TOTAL PLANNED SUBCONTRACTING TO LARGE BUSINESSES.	$ 8,142,000	81%

* ***Include First Tier Subcontracts Only***

02-22-94
Previous Editions Obsolete

Small

00365

(f) The following products and/or services will be subcontracted under this contract, and the distribution among large, small, and small disadvantaged business is as listed below. Only items applicable to this specific contract should be included. (Use attachments if necessary).

LARGE	SMALL	SMALL DISADVANTAGED
Piling		
Structural Steel	Painting	Sitework
Precast	VWC	Landscaping
Stonework	Ceramic Tile	Flooring
HVAC	Misc. Metal	Sidewalks/Curbing
Electrical	Toilet Partitions & Accessories	Doors/Frames & HDW
Fire Protection	Concrete	
Drywall		
Terrazzo		
Millwork		

(g) The following description explains the method used to develop the subcontracting goals in paragraph 1 above.

Analysis of the availability of small businesses and small diadvantaged businesses in the competitive market for the work involved in this project.

(h) Indirect costs ( ) have been included (x) have not been included in the goals specified in paragraph 1. If "have been included" is checked, explain the method used to determine the proportionate share of indirect cost to be incurred with (i) small business concerns and (ii) small disadvantaged business concerns.

2. The following individual employed by the offeror (contractor) will administer the subcontracting program:

Name and Telephone Number: Katherine Koromvokis (610) 668-4100

Address: One Bala Avenue; Bala Cynwyd, PA 19004

Title: Equal Employment Opportunity Officer

This individual's specific duties, as they relate to the firm's subcontracting program, are as follows:

General overall responsibility for the company's Small Business Program, the development, preparation and execution of an individual subcontracting plan and for monitoring performance relative to contractual subcontracting requirements contained in this plan, including but not limited to:

(a) Developing and maintaining source lists of small and small disadvantaged business concerns.

(b) Ensuring that procurement requirements are structured to permit small and small disadvantaged business concerns the ability to participate to the maximum extent possible.

(c) Assuring inclusion of small and small disadvantaged business concerns in all solicitations for products or services which they are capable of providing.

(d) Reviewing solicitations to remove statements, clauses, etc., which may tend to restrict or prohibit small and small disadvantaged business participation.

(e) Ensuring periodic rotation of potential subcontractors on bidders lists.

(f) Ensuring that the bid proposal review board documents its reasons for not selecting low bids submitted by small and small disadvantaged business concerns.

(g) Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.

(h) Attending or arranging for attendance of company counselors at business opportunity workshops, minority business enterprise seminars, trade fairs, etc.

(I) Conducting or arranging motivational training for purchasing personnel pursuant to the intent of P.L. 95-507.

(j) Monitoring attainment of proposed goals.

(k) Preparing and submitting periodic subcontracting reports required, SF 294 and/or SF 295 (Examples Attached).

(l) Coordinating company activities during the conduct of compliance reviews by Federal agencies.

(m) Coordinating company activities involving its small and small disadvantaged business subcontracting program.

(n) Additions or deletions from the duties specified above are as follows: (If none, so indicate)

None

3. The following efforts will be taken to ensure that small and small disadvantaged business concerns have an equitable opportunity to compete for subcontracts.

(a) Outreach efforts will be made as follows:

(I) Contacts with small and minority business trade associations.

(ii) Contacts with business development organizations.

(ii) Attendance at small and minority business procurement conferences and trade fairs.

(iv) Obtaining small and small disadvantaged business sources from the SBA's PASS System when applicable.

(b) The following internal efforts will be made to guide and motivate buyers:

(I) Conduct workshops, seminars and training programs relative to SB and SDB program.

(ii) Monitor company activities to evaluate compliance with this subcontracting plan.

(c) Maintain small and small disadvantaged business source lists, guides or other data identifying small and small disadvantaged business concerns and the products/services they represent which will be utilized by buyers in soliciting subcontractors.

(d) Additions or deletions from the above listed efforts are as follows: (If none, so indicate)

None

4. The offeror (contractor) agrees that the FAR clause 52.219-8 entitled, "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" will be included in all subcontracts which offer further subcontracting opportunities and all subcontractors, except small business concerns, who receive subcontracts in excess of $500,000 ($1,000,000 for construction) will be required to adopt and comply with a subcontracting plan similar to this one. such plans will be reviewed by comparing them with the provisions of Public Law 95-507, and assuring that all minimum requirements of an acceptable subcontracting plan have been satisfied. The acceptability of percentage goals shall be determined on a case-by-case basis depending on the products/services involved and the availability of potential small and small disadvantaged subcontractors. Once approved and implemented, plans will be monitored through the submission of periodic reports including SF 294 and/or SF 295, and, as time and availability of funds permit, periodic visits to subcontractors facilities to review applicable records and subcontracting program progress.

5. The offeror (contractor) agrees to (I) cooperate in any studies or surveys as may be required, (ii) submit periodic reports in order to allow the government to determine the extent of compliance by the offeror with the subcontracting plan, and (iii) submit Standard Form (SF) 294, Subcontracting Report for individual contracts and SF 295, Summary subcontract Report, in accordance with the instructions on the forms.

6. The offeror (contractor) agrees that he will maintain, as a minimum, the following types of records to document compliance with subcontracting plan:

(a) Small and small disadvantaged business concerns source lists, guides and other data which identifies small and small disadvantaged business concerns and the products/services they represent.

(b) Records which indicate organizations contacted for small and small disadvantaged business sources.

(c) Records on a contract by contract basis, for all subcontract solicitations over $100,000, indicating in each solicitation file (1) whether small business concerns were solicited, and if not, why not; (2) whether small disadvantaged business concerns were solicited, and if not, why not; and (3) reasons for the failure of solicited small or small disadvantaged business concerns to receive the subcontract award.

(d) Records to support other outreach efforts, i.e., contacts with Minority and Small Business Trade Associations, attendance at small and minority business procurement conferences and trade fairs, etc.

(e) Records to support internal efforts to guide and encourage buyers, i.e., workshops, seminars, training programs, etc. and the monitoring of activities to evaluate compliance.

(f) Records on a contract-by-contract basis to support subcontract award data to include name and address of subcontractor.

(g) Additions or deletions from the above are as follows: (If none, so indicate)

None

[redacted] (b) (6)

Subcontracting Plan Submitted By: Michael S. Bertino, Vice President

Typed Name & Title of Company Official & signature

Date: June 12, 1995

Subcontracting Plan Accepted By: _____

Contracting Officer signature

Date: _____

00369

KEATING

Keating
Development
Company

September 26, 1995

Mr. Ronald Head
General Services Administration
401 W. Peachtree Street, N.W.
Atlanta, GA 30365-2550

SEP 1995
RECEIVED BY
4PEA

Re: Revised Wall Section, SFO MFL 93021

Dear Mr. Head:

Unfortunately, as I discussed this morning with Dan Koenig, there was an error in the wall section drawing I sent you as an attachment to my letter. As you can see, the exterior facing is described as 3/4-inch stucco instead of brick. Although the profile of the articulation from the precast elements remains unchanged when brick is used, I am enclosing a revised drawing that correctly shows the wall section detail with brick and CMU back-up. Please note that this is not a final design and the drawing only provides the intent of what we are trying to achieve. Within our offer is the option to keep the formed metal or stucco element at the cornice line that was included in our Best and Final Offer.

I apologize for the confusion and hope this new drawing clarifies the proposed detailing. Please do not hesitate to contact me if you have any questions.

Very truly yours,

[redacted] (b) (6)

Tracy B. Greer

One Bala Avenue
Bala Cynwyd, PA 19004
215/660-6630
Fax 215/660-4950

00370

(b) (7)(F)

KEATING

Keating
Development
Company

September 26, 1995

SEP 1995
RECEIVED

Mr. Ronald Head
General Services Administration
401 W. Peachtree Street, N.W.
Atlanta, GA 30365-2550

Re: BAFO Clarification, SFO MFL 93021

Dear Mr. Head:

As we discussed yesterday, I would like to clarify some design issues concerning Keating Development Company's Alternate Proposal for the New U.S. Courthouse in Pensacola.

First I would like to address the issue of the courtroom ceiling heights. Except for the beams and the mechanical duct runs on either side of the courtrooms, the ceiling heights can be raised to the same height as exists in the well. In most cases, the duct runs will require approximately four feet on either side, at the edge of the courtroom.

The second issue is that of the building's exterior articulation. Some of the more elaborate articulation contained in Keating's initial offer was deleted due to budget constraints. This was true for the concrete stucco building as well as the brick alternate. However, with brick, we can provide you with some added articulation, creating reveals and shadow lines by moving the brick in or out ½ inch. We will also provide additional detailing on the brick alternate through the use of precast elements (see the attached wall section sketch). It should be noted that I am providing this sketch to give you the intent of what we are proposing, but that the final design has not been worked out yet. In addition, it will be acceptable to Keating if you select two or three colors of brick to incorporate into the design as long as they are all in the color and cost range of those provided to you in my letter of September 20, 1995. However, we do not have any elaborate patterns budgeted.

You should also note that Keating is willing to work with GSA and the Courts to value engineer the building to find additional savings that could be applied elsewhere. Mechanically and electrically we believe there are many steps you could take to

One Bala Avenue
Bala Cynwyd, PA 19004
215/660-6630
Fax: 215/660-4950

KEATING

reduce costs and not sacrifice quality or performance. On the exterior, there may be ways to modify the building, e.g. either reducing or eliminating the stone base, that would also save dollars. In any case, should Keating be awarded the project, we expect that you will have an active role in the building's final design and look forward to working with you.

If you have any further questions or require additional information, please do not hesitate to contact me.

Very truly yours,

[redacted] (b) (6)

Tracy B. Greer

00373 SRW

(b) (7)(F)

[redacted]

KEATING

Keating
Development
Company

September 20, 1995

Mr. Ronald Head
General Services Administration
401 W. Peachtree Street, N.W.
Atlanta, GA 30365-2550

Re: Brick Specification, SFO MFL 93021

Dear Mr. Head:

Enclosed please find the specification for the brick masonry units proposed under Keating Development Company's Alternate Proposal for the New U.S. Courthouse in Pensacola. We have priced the brick specified and believe that we can obtain such within the allowance of $235 per 1,000 bricks. I am also enclosing a sample board from one of the acceptable manufacturers to give you some sense of the colors we are proposing (numbers 32, 33, or 30). We plan to bid the job to and select from manufacturers meeting the enclosed specifications, all of which have similar color selections. However, to ensure we receive competitive bids, we will not commit to a particular manufacturer or color until after we have actually bid the job.

Please note that Keating is willing to work with the GSA and the Courts to select any type of brick or color within the allowance of $235 per 1,000 bricks. The purpose of the enclosed information is to give you an idea of the quality of the brick and the color selections included in our Alternate Proposal.

If you have any further questions or require additional information, please do not hesitate to contact me.

Very truly yours,

[redacted] (b) (6)

Tracy B. Greer

One Bala Avenue
Bala Cynwyd, PA 19004
215/660-6630
Fax 215/660-4950

00375

KEATING

BRICK MASONRY UNITS

A. Type: FBS; ASTM C 216.

B. Size: For 3/8" joints use 3-5/8" x 2-1/4" x 7-5/8" manufactured size.

C. Grade: Exterior exposures, SW; other exposures, SW or MW.

D. Water Absorption: 17 percent average; ASTM C 67.

E. Saturation Coefficient: 0.78 maximum; ASTM C 67.

F. Efflorescence Rating: No efflorescence; ASTM C 67.

G. Provide special molded shapes where shown and for applications which cannot be sawn from standard brick sizes.

H. At Contractor's option and where indicated, provide solid brick, cored or uncored, for vertical brickwork. Do not use cored brick with net cross-sectional area less than 75 percent of gross area in same plane or with core holes closer than 3/4" from any edge. Provide solid brick at exposed sill ends and brick used for paving.

I. Texture and Color: Selected from manufacturer's standard texture and standard color group.

J. Acceptable Manufacturers Include:

1. Acme Brick, Blend Nos. 30, 32, or 33.

2. Taylor, 119 Grey.

3. TriState, 160 B.

4. U.S. Brick, 680.

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- Typical Bay Framing and Lateral Load Calculations: The requested calculations follow within this Section 4. Structural.

- Electrified Deck/Cellular Deck: We will provide cellular deck (similar to H.H. Robinson QL-99 cellular deck) with appropriate trench headers for the entire second floor. Electrical service to other open landscape areas and courtroom floor outlets shall be provided via conduit and floor boxes.

New United States Courthouse
Pensacola, Florida

Preliminary Calculations
for
Typical Floor Framing

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[redacted]

(b) (7)(F)

[redacted]

- Terminal Unit Control Diagrams: The requested diagrams follow in this Section 5. Mechanical.

- Noise Criteria Data: Noise criteria in conformance to the design guidelines for federal courts has been provided by Shen Milsom & Wilke, Inc. The criteria is included in this Section 5. Mechanical.

(b) (7)(F)

[redacted]

(b) (7)(F)

[redacted]

To: KBJ Architects
x No.: 904.356.1031
n: Mr. Will Morris

From: Scott Milsom
Date: May 30, 1995

No. Pages (including this): 3

Shen Milsom & Wilke, Inc
CONSULTANTS IN ACOUSTICS, AUDIOVISUAL AND TELECOMMUNICATION SYSTEMS
NEW YORK • LONDON • HONG KONG • KÖLN
6 East 39th Street, New York, NY 10016
(212) 725-2552 Fax: (212) 725-0864

Also Sent via: ☐ Mail ☐ Overnight ☐ Messenger ☒ Fax Only

Subject: Pensicola Courthouse SMW#: 9999

Dear Mr. Morris,

The following is intended to be an initial guideline for acoustical design criteria covering Noise Criteria (NC) and Sound Transmission Class (STC) criteria in accordance with the federal courts guide.

Acoustical Criteria

Background HVAC Noise

The following maximum background HVAC noise ratings, in terms of Noise Criterion (NC) levels, should be adhered to in order to provide an appropriate acoustical environment for intended usages:

Courtrooms	NC-30
Judges' Chambers	NC-35
Attorney Conference	NC-35
Witness Waiting	NC-35
Jury Deliberation	NC-35
Large Conference	NC-30
Jury Assembly	NC-40
Press Room	NC-40
Court Support	NC-35/40
Private Offices	NC-35
Open Plan Office Areas	NC-40
Recorded Interview	NC-30
Lobbies and Corridors	NC-40
Storage/Xerox/Toilets	NC-45

Partitions

- *Courtrooms and related spaces:* The following Sound Transmission Class ratings are recommended for spaces related to the courtrooms:

Courtroom	STC-60
Jury Deliberation	STC-60
Judges Chambers	STC-55
Conference	STC-55
Prisoner to Courtroom	STC-60

Reverberation Time

- The following reverberation time ranges are recommended for spaces related to the courtrooms:

Courtroom	0.8 - 1.2 seconds
Large Conference	0.8 - 1.0
Small Conference	0.7 - 0.9
Jury Assembly	1.0 - 1.4
Recorded Interview	0.6 - 0.8

Regards,

[redacted] (b) (6)

Scott Milsom
Consultant

SM:sm
cc: Igor Bienstock (Cosentini)
Fred Shen

- Reflected Ceiling Plans: Reflected ceiling plans of the Magistrate Courtroom, Special Proceedings Courtroom, and District Courtroom are included in this Section 6. Electrical.

- Light Fixture Cut Sheets: Light fixture cut sheet are included in this Section 6. Electrical.

(b) (7)(F)

(b) (7)(F)

[redacted]

5-44

(b) (7)(F)

RUMSEY

Since 1895

P.O. Box 227 Conshohocken, Pa 19428-0227
Phone: 610-832-9000 Fax: 610-941-8181

To: John Grace
Company: Keating Bldg Corp
00000

Re: FEDERAL COURTHOUSE

REF FEDERAL COURTHOUSE
PENSACOLA FLORIDA

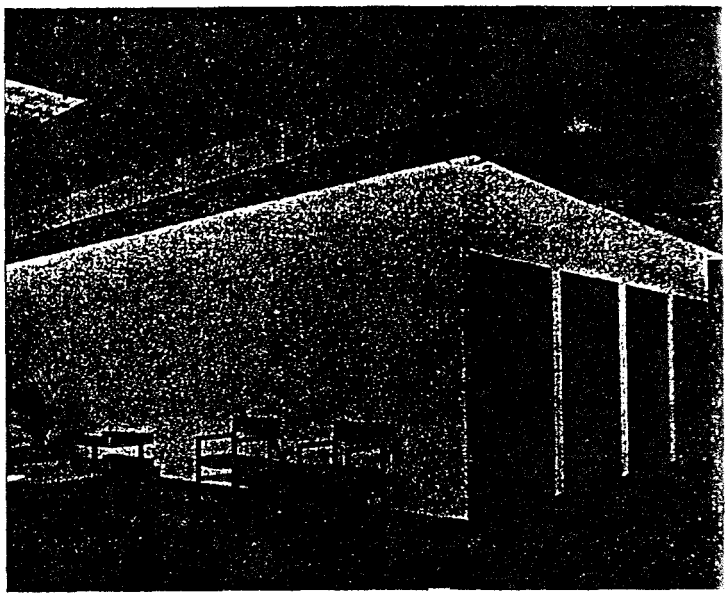
TYPE	MANFACTURER
F1	COLUMBIA AL11R-43-2-120V ELEC OCTRON BALLAST
F2	PEACHTREE SEE COLOR CATALOG INSERT
F3	PRESCOLITE 1238M9-175MHFE850L
F4	COLUMBIA P4-22-2U-G-43-333-1-120-E-OCT BALLAST
F5	PRESCOLITE 1234-269

Accent Light

Type F1 Voltage _____

Description

Accent Light system provides an easy and flexible means of fluorescent wall wash illumination that is capable of being adjusted to fit actual job-site conditions. Row lengths and corners have the flexibility that make custom factory fabrication components unnecessary.



Construction

Accent Light offers a variety of lighting diffusers which will fit most suspended ceilings. Low brightness parabolic baffles are cantilevered from the ceiling side, approximately ¾″ off the wall. This minimizes wall irregularities and shadows. Unique "fan" corners provide some flexibility for non-perpendicular corners. Snap in electrical components and pre-wired quick connect plugs simplify installation.

Ordering Information

Use ordering guide and detailed Row Length Selector (LITD-9.1 for 1-Lite or LITD-9.2 for 2-Lite) to custom design your job with the standard components of Accent Light.

Ordering Guide

AL 1 1 R - 43 - 19.11 - 1L

Series
Accent Light

Type
1 - Parabolic
2 - Open
3 - Regress One Inch (1″)
4 - Regress Four Inch (4″)
5 - Flush

Air Function
1 - Static
3 - Extract

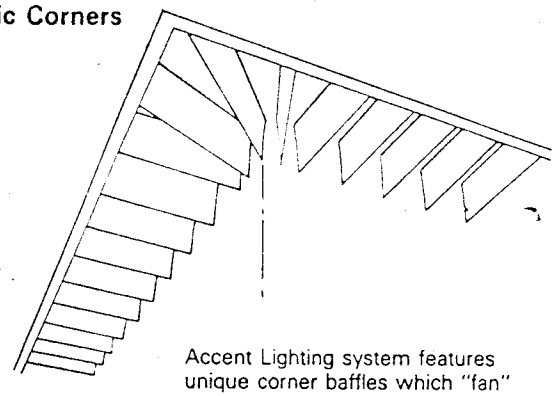
Reflector
R - with W16 White Refl.
N - No Reflector

Shielding Media
43 - Anodized Parabolic Baffle *(Semi-Specular)*
35 - White Metal Louver
52 - Acrylic Prismatic
89 - Matte White Acrylic
AR - Other Shielding Media *(Available on Request)*
NA - Open - No Shielding

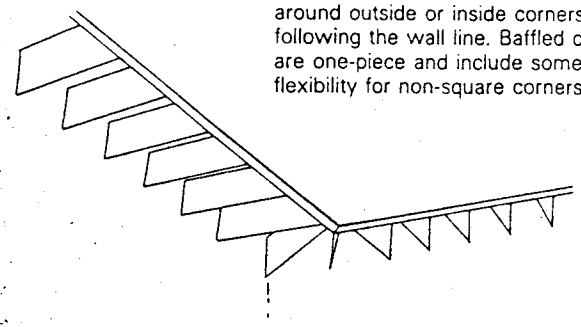
Catalog Code
00.00 - Row Length Code *(Catalog Order No.)*
90° OC - Outside Corner
90° IC - Inside Corner
135° OC - Outside Corner
135° IC - Inside Corner

Number of Lamps
1 - 1 Lamp
2 - 2 Lamp

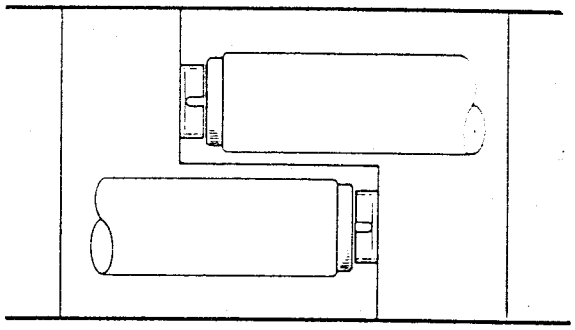
Parabolic Corners



Accent Lighting system features unique corner baffles which "fan" around outside or inside corners, following the wall line. Baffled corners are one-piece and include some flexibility for non-square corners.

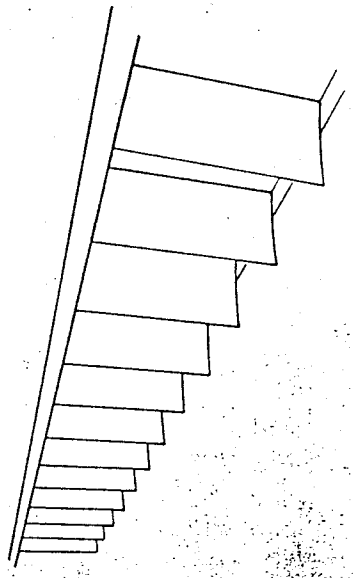


Overlap Lamps



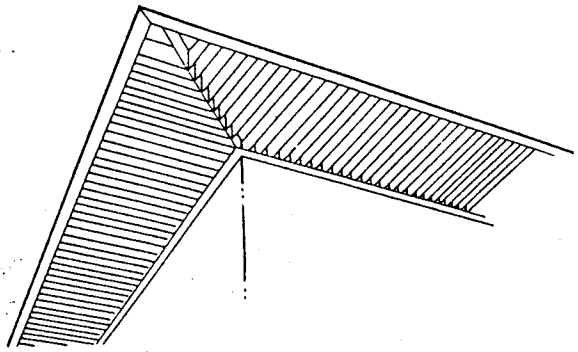
Lamps overlap 3″ to eliminate shadows on wall caused by socket, lamp ends and lamp darkening. Shields are provided with adjustable units to prevent bright spots in long overlap areas.

Parabolic Cantilever Baffle



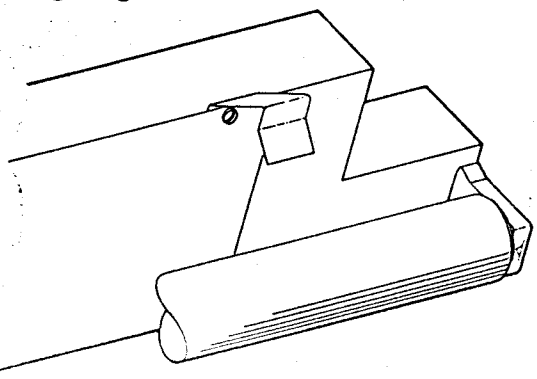
All parabolic baffles in Accent Light are cantilevered from ceiling side of the system to give illumination on wall. Space allows light to "wash out" uneven surfaces in wall construction. Baffles are of sturdy construction to assure continuity and alignment.

Louver Corner



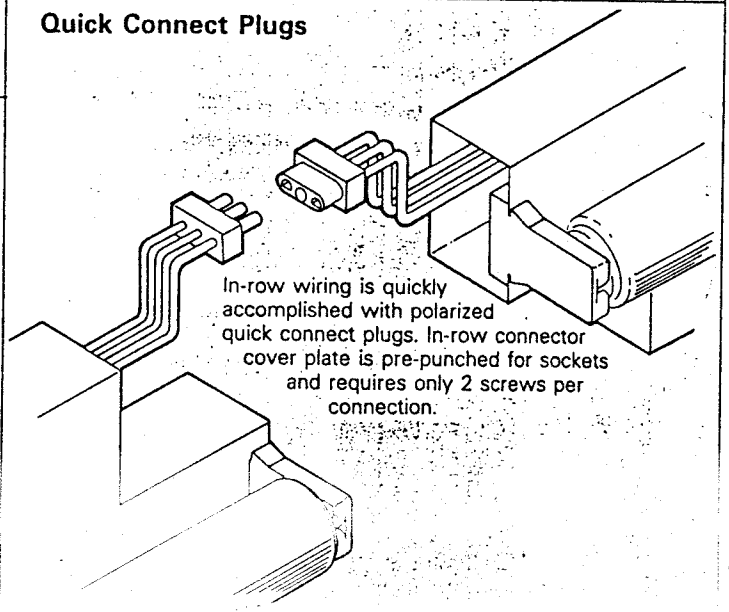
Straight blade louver have 45° mitered corners. Louvers and lenses shipped in 4′ lengths. Straight end is field measured and cut to required wall length.

Snap-in Lighting Units



Individual Lighting fixtures are equipped with metal mounting clips that fix the unit quickly and firmly in place within the housing and without the use of tools.

Quick Connect Plugs

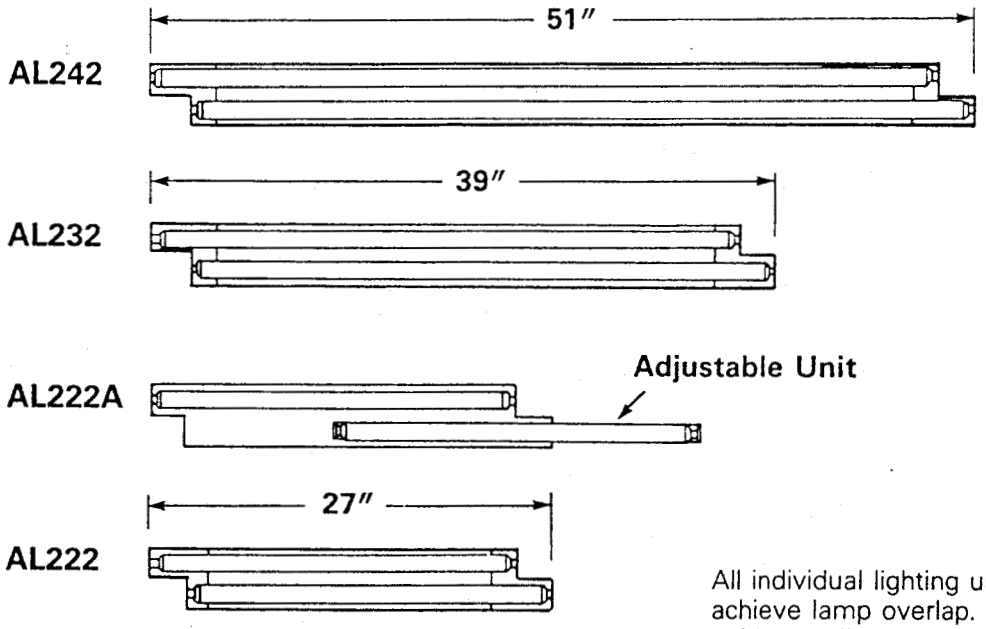


In-row wiring is quickly accomplished with polarized quick connect plugs. In-row connector cover plate is pre-punched for sockets and requires only 2 screws per connection.

Accent Lighting
Electrical & Photometry Guide

2-Lite

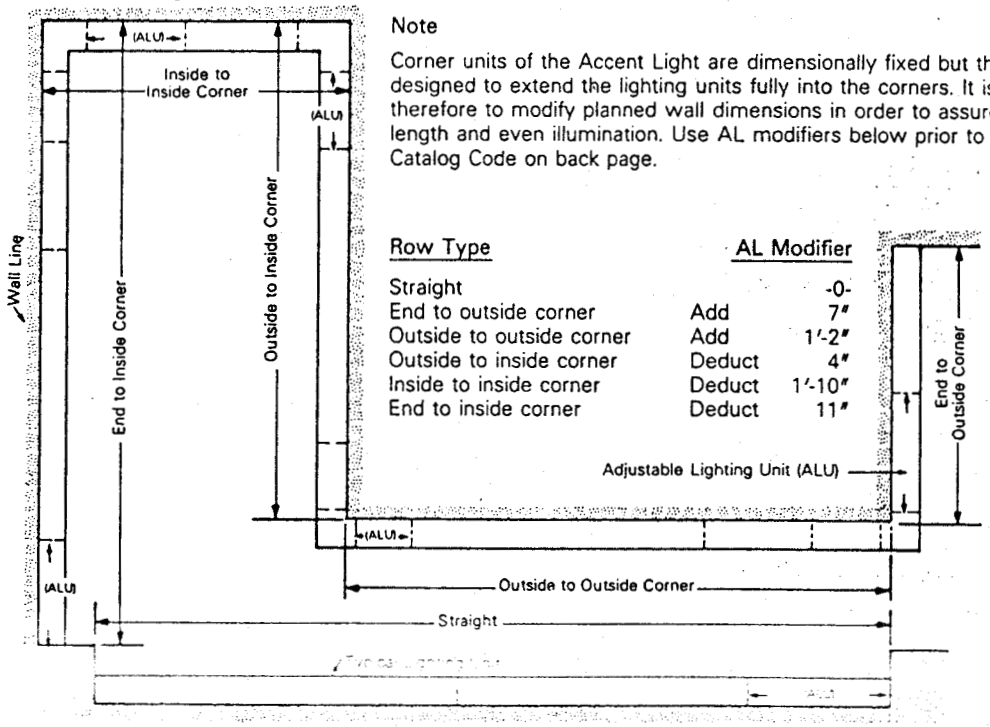
Individual Lighting Units



All individual lighting units have offset ends to achieve lamp overlap. See last page for selector guide on all row lengths.

Adjustable unit (222A) allows for flexbility in row length. It has an overlap socket and requires only one easy field cut of the aluminum wireway cover.

Row Length Modifiers



Note

Corner units of the Accent Light are dimensionally fixed but the system is designed to extend the lighting units fully into the corners. It is necessary therefore to modify planned wall dimensions in order to assure proper AL row length and even illumination. Use AL modifiers below prior to specifying Catalog Code on back page.

Row Type	AL Modifier	
Straight		-0-
End to outside corner	Add	7″
Outside to outside corner	Add	1′-2″
Outside to inside corner	Deduct	4″
Inside to inside corner	Deduct	1′-10″
End to inside corner	Deduct	11″

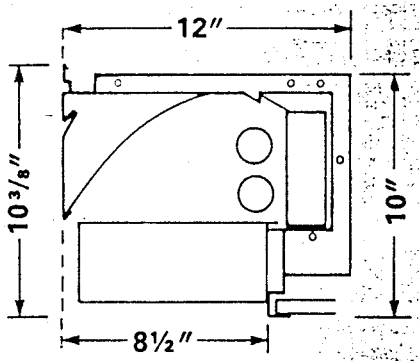
LTD-9.2

Columbia

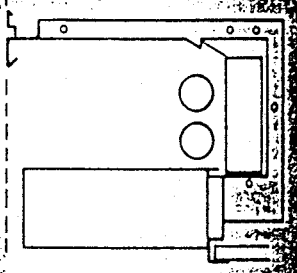
Configurations and Photometry

Parabolic

Ceiling Compatability: Accent Light is designed for suspended acoustical ceilings only. If drywall or plaster ceiling is used, contact factory for recommended installation.

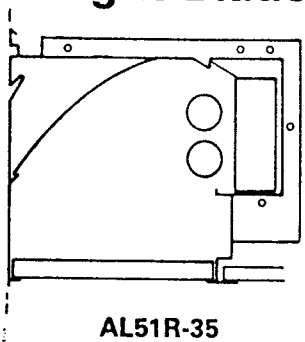


AL11R-43
With Top Reflector

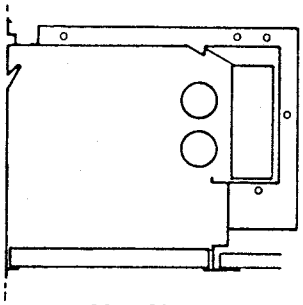


AL11N-43
No Reflector

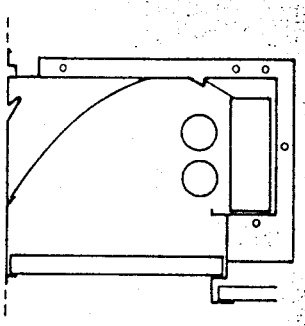
Straight Blade Louver



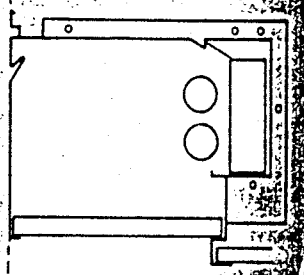
AL51R-35
Flush, With Reflector



AL51N-35
Flush

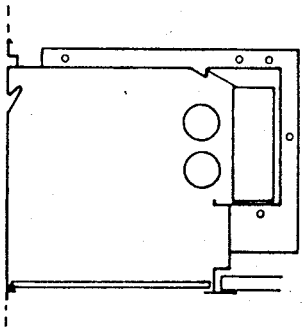


AL31R-35
1″ Regress, With Reflector

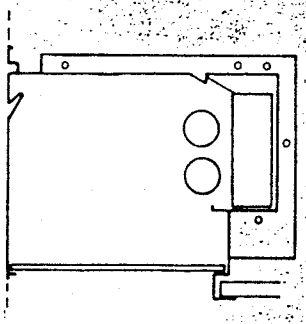


AL31N-35
1″ Regress

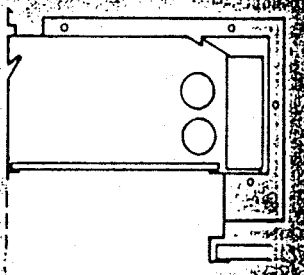
Lens



AL51N-52
Flush

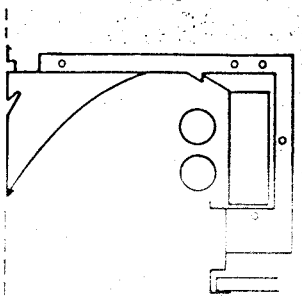


AL31N-52
1″ Regress

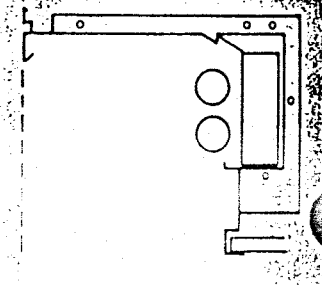


AL41N-52
4″ Regress

Open



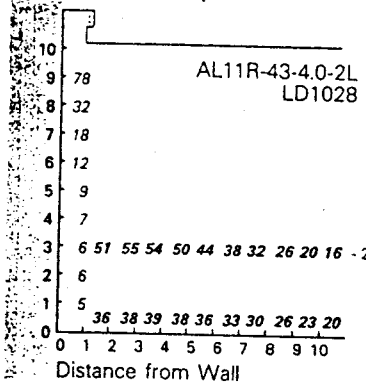
AL21R-NA
With Reflector



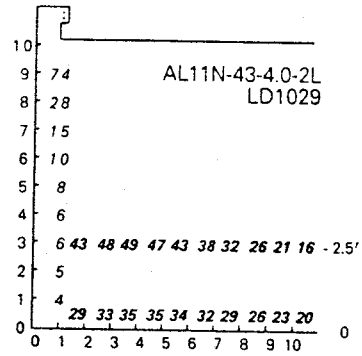
AL21N-NA
No Reflector

Illumination levels shown may be used as a quick guide. For tests on specific room sizes or other shielding material contact your Columbia representative.

With Top Reflector



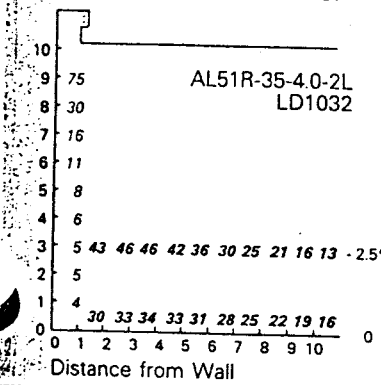
No Reflector



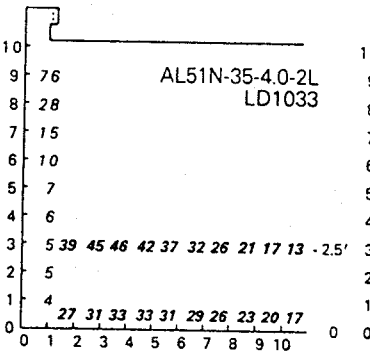
Footcandle plots at left and below reflect the following test conditions:

1. Room size 30′×30′×10′.
2. Readings shown are centered on a 20′ row.
3. Reflectances 80-50-20.
4. Lamp Lumens 3200.
5. Horizontal fc printed in *italic* at floor level and at 2.5′.
6. Vertical fc at wall are printed in *italic*.
7. All readings are Initial footcandles with ballast factor of .95 included.

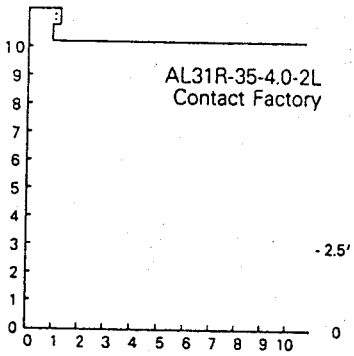
Flush, With Reflector



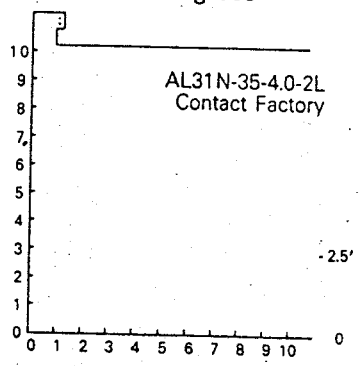
Flush



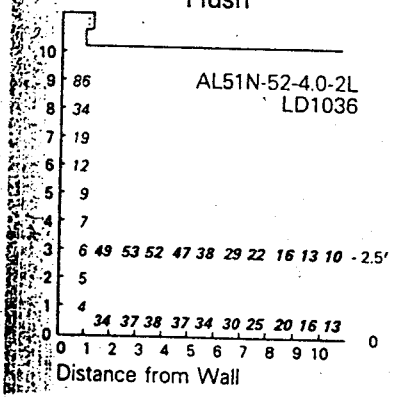
1″ Regress, With Reflector



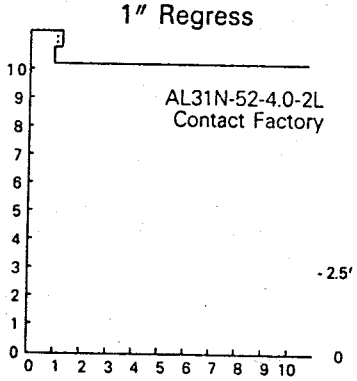
1″ Regress



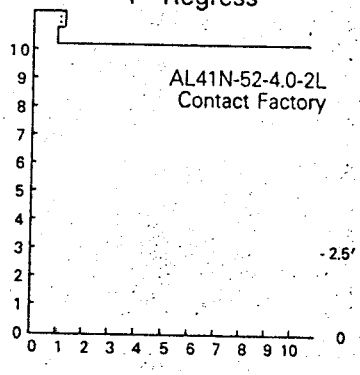
Flush



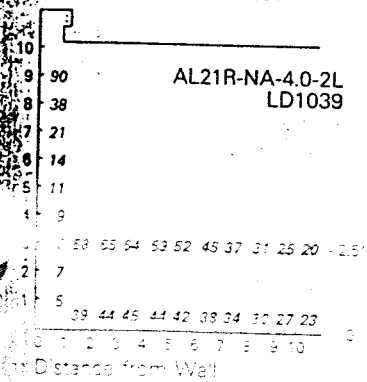
1″ Regress



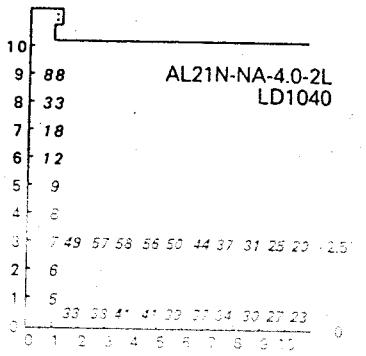
4″ Regress



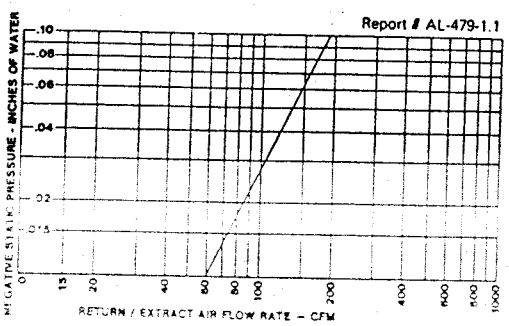
With Reflector



No Reflector



Extract Air Data



Note: For total flow multiply air flow rate by number of 4′ sections.

Small

Row Length Selector

2-Lite

chart below makes it possible for you to use a standard catalog number to order an Accent Light system in any row length from 4′ to 95′. nd the proper catalog code:

. Establish row length from plans or building dimensions using AL modifiers as needed for corner - per diagram on bottom of page LITD-9.2.
2. Select the line most closely "centering" the established row length. Use catalog code number from right column.

Row Length		Unit & Lamp Type				Catalog Code
Min.	Max.	AL242	AL232	AL222	AL222A	
4′- 4″	5′- 9″			1	1	5.0
5′- 4″	6′- 9″		1		1	6.0
6′- 4″	7′- 9″	1			1	7.0
7′- 4″	8′- 9″		1	1	1	8.0
8′- 4″	9′- 9″	1		1	1	9.0
9′- 4″	10′- 9″	1	1		1	10.0
10′- 4″	11′- 9″	2			1	11.0
11′- 4″	12′- 9″	1	1	1	1	12.0
12′- 4″	13′- 9″	2		1	1	13.0
13′- 4″	14′- 9″	2	1		1	14.0
14′- 4″	15′- 9″	3			1	15.0
15′- 4″	16′- 9″	2	1	1	1	16.0
16′- 4″	17′- 9″	3		1	1	17.0
17′- 4″	18′- 9″	3	1		1	18.0
18′- 4″	19′- 9″	4			1	19.0
4″	20′- 9″	3	1	1	1	20.0
4″	21′- 9″	4		1	1	21.0
21′- 4″	22′- 9″	4	1		1	22.0
22′- 4″	23′- 9″	5			1	23.0
23′- 4″	24′- 9″	4	1	1	1	24.0
24′- 4″	25′- 9″	5		1	1	25.0
25′- 4″	27′- 9″	6			1	27.0
27′- 4″	28′- 9″	5	1	1	1	28.0
28′- 4″	29′- 9″	6		1	1	29.0
29′- 4″	30′- 9″	6	1		1	30.0
30′- 4″	31′- 9″	7			1	31.0
31′- 4″	32′- 9″	6	1	1	1	32.0
32′- 4″	33′- 9″	7			1	33.0
33′- 4″	34′- 9″	7	1		1	34.0
34′- 4″	35′- 9″	8			1	35.0
35′- 4″	36′- 9″	7	1	1	1	36.0
36′- 4″	37′- 9″	8		1	1	37.0
37′- 4″	38′- 9″	8	1		1	38.0
38′- 4″	39′- 9″	9			1	39.0
39′- 4″	40′- 9″	8	1	1	1	40.0
40′- 4″	41′- 9″	9		1	1	41.0
41′- 4″	42′- 9″	9	1		1	42.0
42′- 4″	43′- 9″	10			1	43.0
43′- 4″	44′- 9″	9	1	1	1	44.0
44′- 4″	45′- 9″	10		1	1	45.0
45′- 4″	46′- 9″	10	1		1	46.0
46′- 4″	47′- 9″	11			1	47.0
″	48′- 9″	10	1	1	1	48.0
″	49′- 9″	11		1	1	49.0
49′- 4″	50′- 9″	11	1		1	50.0
50′- 4″	51′- 9″	12			1	51.0
51′- 4″	52′- 9″	11		1	1	52.0
52′- 4″	53′- 9″	12		1	1	53.0

Row Length		Unit & Lamp Type				Catalog Code
Min.	Max.	AL242	AL232	AL222	AL222A	
52′- 4″	53′- 9″	12		1	1	53.0
53′- 4″	54′- 9″	12	1		1	54.0
54′- 4″	55′- 9″	13			1	55.0
55′- 4″	56′- 9″	12	1	1	1	56.0
56′- 4″	57′- 9″	12		1	1	57.0
57′- 4″	58′- 9″	13	1		1	58.0
58′- 4″	59′- 9″	14			1	59.0
59′- 4″	60′- 9″	13	1	1	1	60.0
60′- 4″	61′- 9″	14		1	1	61.0
61′- 4″	62′- 9″	14	1		1	62.0
62′- 4″	63′- 9″	15			1	63.0
63′- 4″	64′- 9″	14	1	1	1	64.0
64′- 4″	65′- 9″	15		1	1	65.0
65′- 4″	66′- 9″	15	1		1	66.0
66′- 4″	67′- 9″	16			1	67.0
67′- 4″	68′- 9″	15	1	1	1	68.0
68′- 4″	69′- 9″	16		1	1	69.0
69′- 4″	70′- 9″	16	1		1	70.0
70′- 4″	71′- 9″	17			1	71.0
71′- 4″	72′- 9″	16	1	1	1	72.0
72′- 4″	73′- 9″	17		1	1	73.0
73′- 4″	74′- 9″	17	1		1	74.0
74′- 4″	75′- 9″	18			1	75.0
75′- 4″	76′- 9″	17	1	1	1	76.0
76′- 4″	77′- 9″	18		1	1	77.0
77′- 4″	78′- 9″	18	1		1	78.0
78′- 4″	79′- 9″	19			1	79.0
79′- 4″	80′- 9″	18	1	1	1	80.0
80′- 4″	81′- 9″	19		1	1	81.0
81′- 4″	82′- 9″	19	1		1	82.0
82′- 4″	83′- 9″	20			1	83.0
83′- 4″	84′- 9″	19	1	1	1	84.0
84′- 4″	85′- 9″	20		1	1	85.0
85′- 4″	86′- 9″	20	1		1	86.0
86′- 4″	87′- 9″	21			1	87.0
87′- 4″	88′- 9″	20	1	1	1	88.0
88′- 4″	89′- 9″	21		1	1	89.0
89′- 4″	90′- 9″	21	1		1	90.0
90′- 4″	91′- 9″	22			1	91.0
91′- 4″	92′- 9″	21	1	1	1	92.0
92′- 4″	93′- 9″	22		1	1	93.0
93′- 4″	94′- 9″	22	1		1	94.0
94′- 4″	95′- 9″	23			1	95.0
95′- 4″	96′- 9″	22	1	1	1	96.0
96′- 4″	97′- 9″	23		1	1	97.0
97′- 4″	98′- 9″	23	1		1	98.0
98′- 4″	99′- 9″	24			1	99.0
99′- 4″	100′- 9″	23	1	1	1	100.0

THE PEACHTREE COLLECTION

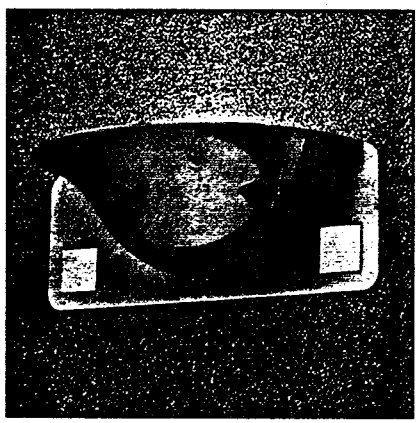
TrimbleHouse has always recognized the specifier's need for a balance in design function and price fairness. With this new wall sconce *Peachtree Collection*, TrimbleHouse feels it has accomplished these requirements. Using architectural materials of solid copper, brass, bronze and aluminum, together with high performance, ever efficient lamping, a beautiful collection of functional wall sconces has been crafted by the industry leader in quality products . . .TrimbleHouse.

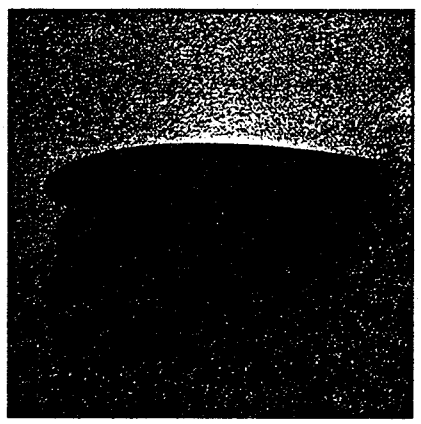
PTC-109

☐ DIMENSIONS:
- Width: 22"
- Height: 8"
- Depth: 9¾"

☐ FINISH:
- Polished Aluminum
- Stone

☐ LAMPING:
- PL13
- Incandescent





PTC-110

☐ DIMENSIONS:
- Width: 22"
- Height: 6"
- Depth: 9¾"

☐ FINISH:
- Brushed Bronze

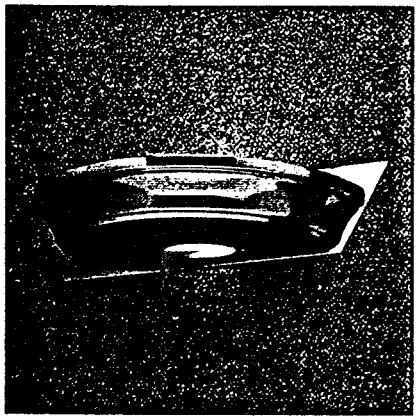
☐ LAMPING:
- PL13
- Incandescent

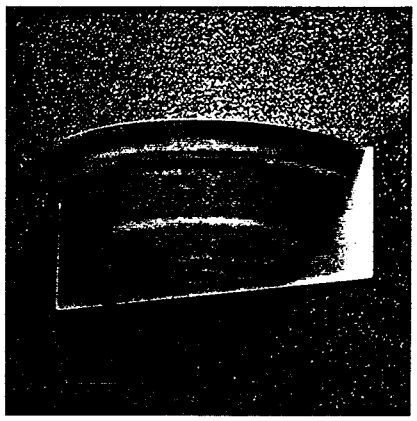
PTC-111

☐ DIMENSIONS:
- Width: 22½"
- Height: 4½"
- Depth: 8¾"

☐ FINISH:
- Polished Aluminum
- Polished Copper

☐ LAMPING:
- PL13





PTC-112

☐ DIMENSIONS:
- Width: 19¾"
- Height: 6¾"
- Depth: 8¼"

☐ FINISH:
- Stone

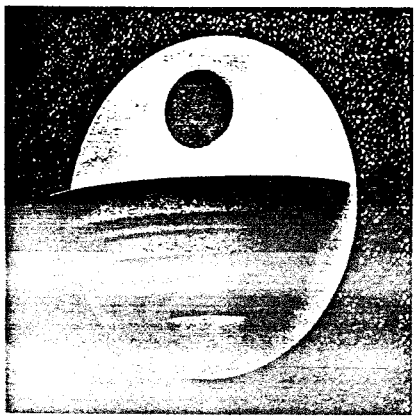
☐ LAMPING:
- PL13
- Incandescent

PTC-113

☐ DIMENSIONS:
- Width: 13¼"
- Height: 13¼"
- Depth: 6¼"

☐ FINISH:
- Polished Aluminum

☐ LAMPING:
- PL13
- Incandescent



PTC-114

☐ DIMENSIONS:
- Width: 24½"
- Height: 5"
- Depth: 12"

☐ FINISH:
- Polished Copper

☐ LAMPING:
- (2) PL13
- Incandescent

00445

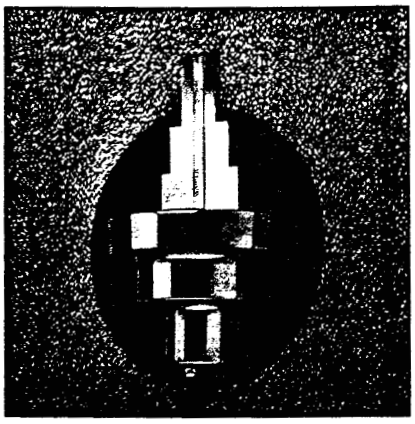
TrimbleHouse™

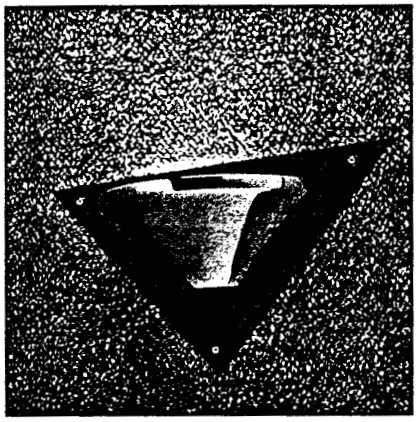
PTC-101-ADA

☐ DIMENSIONS:
- Width: 12"
- Height: 14"
- Depth: 4"

☐ FINISH:
- Polished Brass
- Polished Aluminum
- Polished Copper

☐ LAMPING:
- PL7





PTC-102-ADA

☐ DIMENSIONS:
- Width: 14"
- Height: 7⅛"
- Depth: 4"

☐ FINISH:
- Polished Aluminum
- Black Wall Plate

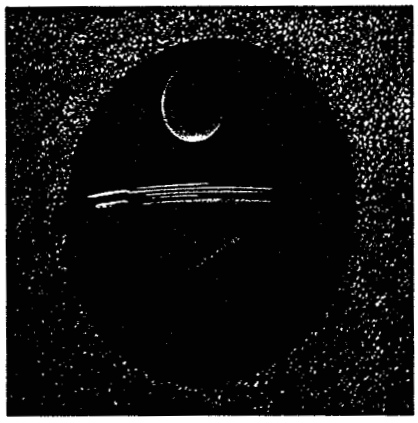
☐ LAMPING:
- PL5

PTC-103

☐ DIMENSIONS:
- Width: 20"
- Height: 7⅛"
- Depth: 7½"

☐ FINISH:
- Polished Copper
- Brass Balls
- Black Wall Plate

☐ LAMPING:
- PL5



PTC-104

☐ DIMENSIONS:
- Width: 13¼"
- Height: 13¼"
- Depth: 5½"

☐ FINISH:
- Polished Copper
- Black Wall Plate

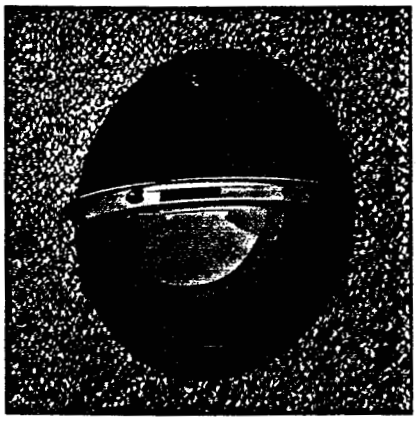
☐ LAMPING:
- PL5

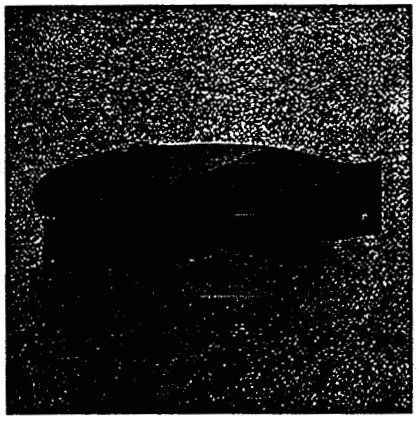
PTC-105-ADA

☐ DIMENSIONS:
- Width: 8"
- Height: 8"
- Depth: 4"

☐ FINISH:
- Polished Copper
- Black Wall Plate

☐ LAMPING:
- PL5





PTC-106

☐ DIMENSIONS:
- Width: 19"
- Height: 3½"
- Depth: 8¼"

☐ FINISH:
- Polished Aluminum
- Black Wall Plate

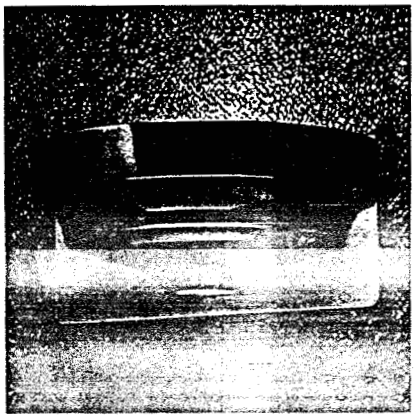
☐ LAMPING:
- PL5

PTC-107

☐ DIMENSIONS:
- Width: 15½"
- Height: 15½"
- Depth: 6½"

☐ FINISH:
- Polished Copper
- Brushed Brass

☐ LAMPING:
- PL13
- Incandescent



PTC-108

☐ DIMENSIONS:
- Width: 14"
- Height: 6"
- Depth: 6½"

☐ FINISH:
- Polished Copper
- Polished Aluminum

☐ LAMPING:
- PL13
- Incandescent

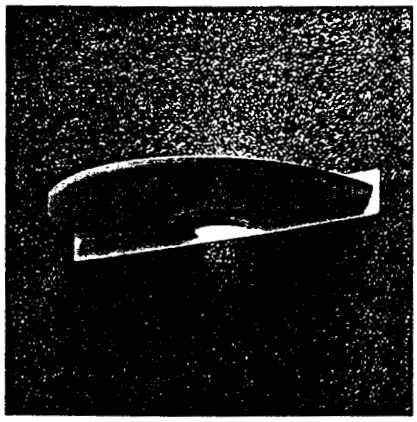
00446

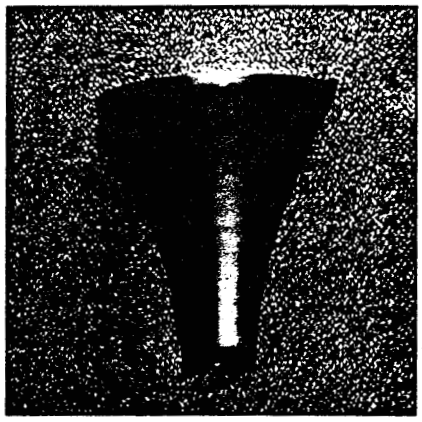
PTC-115

☐ DIMENSIONS:
- Width: 21¼"
- Height: 2½"
- Depth: 10¾"

☐ FINISH:
- White
- Black

☐ LAMPING:
- PL5





PTC-116-ADA

☐ DIMENSIONS:
- Width: 10½"
- Height: 11"
- Depth: 4"

☐ FINISH:
- Brushed Aluminum
- Black Wall Plate

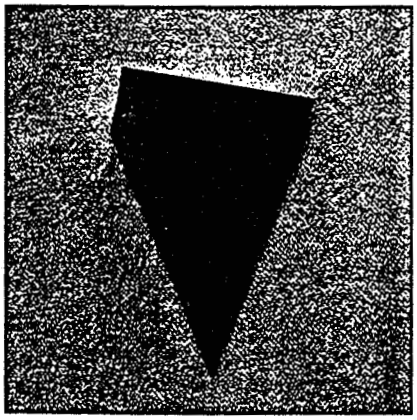
☐ LAMPING:
- PL7

PTC-117

☐ DIMENSIONS:
- Width: 12½"
- Height: 14"
- Depth: 8"

☐ FINISH:
- Forest Green
- White

☐ LAMPING:
- PL13
- Incandescent



PTC-118

☐ DIMENSIONS:
- Width: 24"
- Height: 9½"
- Depth: 12"

☐ FINISH:
- Opal Acrylic Lens
- Polished Brass

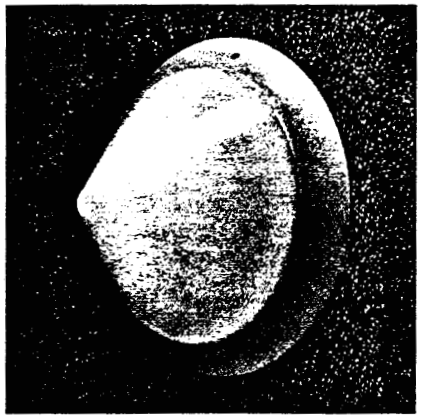
☐ LAMPING:
- PL9
- Incandescent

PTC-119

☐ DIMENSIONS:
- Width: 19½"
- Height: 11"
- Depth: 9½"

☐ FINISH:
- Brushed Aluminum
- White

☐ LAMPING:
- PL13
- Incandescent



PTC-120

☐ DIMENSIONS:
- Width: 14"
- Height: 14"
- Depth: 7½"

☐ FINISH:
- Opal Acrylic Lens
- White

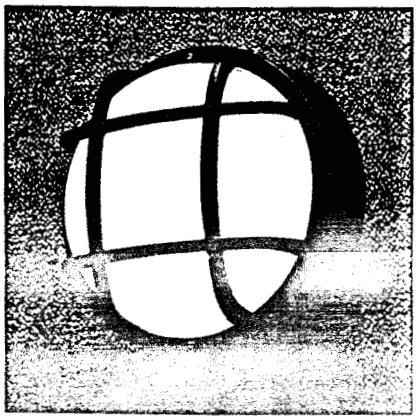
☐ LAMPING:
- PLC26

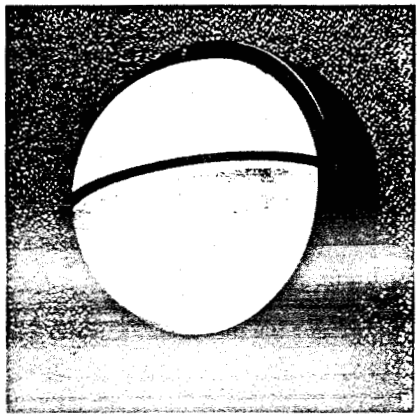
PTC-121
WET LOCATION

☐ DIMENSIONS:
- Width: 14"
- Height: 14"
- Depth: 7"

☐ FINISH:
- Opal Acrylic Lens
- Black or White

☐ LAMPING:
- PLC26
- Incandescent
- 70-watt Metal Halide





PTC-122
WET LOCATION

☐ DIMENSIONS:
- Width: 14"
- Height: 14"
- Depth: 9½"

☐ FINISH:
- Opal Acrylic Lens
- Teal

☐ LAMPING:
- 2 PL13
- 70-watt Metal Halide

Recessed H.I.D. - *Open*

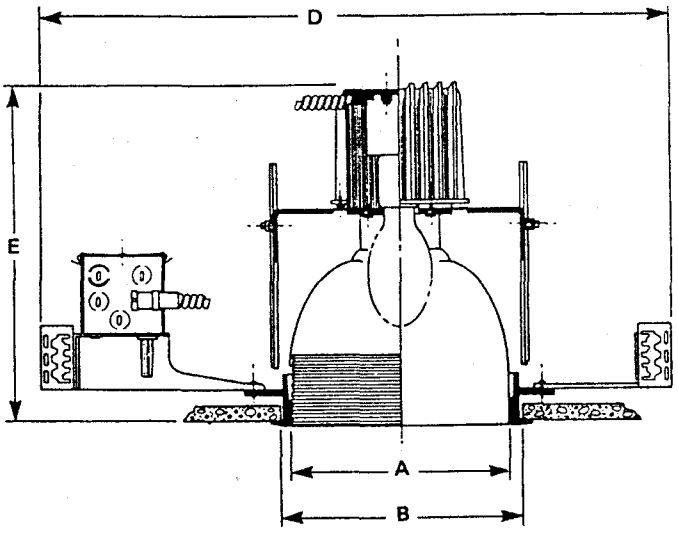
"F3"

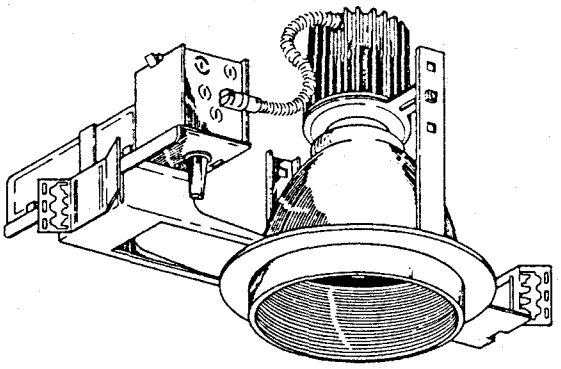
Medium to widespread distribution. Very low brightness. Excellent visual cutoff to the lamp.

Features

- Prewired recessed housing.
- Diecast aluminum plaster flange.
- Thermally protected.
- Choice of baffled or Alzak® reflectors. Self trim option available for selected units.
- Suitable for damp locations.
- U.L. Listed for through branch wiring.
- Universal mounting bracket will accommodate 1/2" EMT conduit or lathing channels.
- Mercury vapor and metal halide units feature encased and potted H.P.F., C.W.A. ballast. Dual tapped 120V/277V. 32W and 75W dual voltage ballast not available.
- High pressure sodium units feature encased and potted H.P.F. high reactance ballasts. Dual tapped 120V/277V.

To order optional self-trimming reflectors (except for baffled trims) for 1224H7, 1225H5/H7, 1226H5, and 1226S5/S6/S8 units, prefix trim catalog number with ST.
Example: 1224H7-75FE-ST362 (120V).





	Catalog No.	Description	Lamp†	Aperture Dia. "A"	Ceiling Cutout "B"	Width "C"	Length "D"	Height "E"	Weight (lbs.)	Ship Info.
MERCURY VAPOR	1224H7-75FE-362 1224H7-75FE-363 1224H7-75FE-B362	Clear Alzak Reflector Gold Alzak Reflector Clear/Baffled	75W E-17 (Medium)	5¾"	6 5/16"	*	*	10 3/16"	18 18 18	
	1225H7-75FE-462 1225H7-75FE-463 1225H7-75FE-B462	Clear Alzak Reflector Gold Alzak Reflector Clear/Baffled	75W E-17 (Medium)	7¾"	8 5/16"	*	*	11⅞"	22 22 22	
	1225H5-100FE-462 1225H5-100FE-463 1225H5-100FE-B462	Clear Alzak Reflector Gold Alzak Reflector Clear/Baffled	100W A-23 (Medium)	7¾"	8 5/16"	*	*	11⅞"	25 25 25	
	1226H5-100FE-662 1226H5-100FE-663 1226H5-100FE-B662	Clear Alzak Reflector Gold Alzak Reflector Clear/Baffled	100W E-23½	9 5/16"	9 15/16"	*	*	13¼"	29 29 29	
	1238H9-175FE-850 1238H9-175FE-851 1238H9-175FE-B850	Clear Alzak Reflector Gold Alzak Reflector Clear/Baffled	175W E-28	11¾"	12¼"	*	*	17⅛"	32 32 32	
	1238H10-250FE-850 1238H10-250FE-851 1238H10-250FE-B850	Clear Alzak Reflector Gold Alzak Reflector Clear/Baffled	250W E-28	11¾"	12¼"	*	*	17⅛"	32 32 32	

NOTE: Silent-Pak for 1224H7 requires access above ceiling.
† Mogul Base unless otherwise specified.
* Refer to pages 62 and 63 for dimensions.

	Catalog No.	Description	Lamp	Aperture Dia. "A"	Ceiling Cutout "B"	Width "C"	Length "D"	Height "E"	Weight (lbs.)	Ship Info.
METAL HALIDE	1224M1-32MHFE-M362 (120V)	Clear Alzak	32W E-17 M.H. Diffuse	5¾"	6 5/16"	•	•	10½"	18	
	1224M1-32MHFE-M363 (120V)	Gold Alzak							18	
	1224M1-32MHFE-MB362 (120V)	Clear/Baffled							18	
	1224M1-32MHFE-MST362 (120V)	Self Trim Clear Alzak							18	
	1224M1-32MHFE-MST363 (120V)	Self Trim Gold Alzak							18	
	1224M1-32MHFE-M362 (277V)	Clear Alzak	32W E-17 M.H. Diffuse	5¾"	6 5/16"	•	•	10½"	16	
	1224M1-32MHFE-M363 (277V)	Gold Alzak							16	
	1224M1-32MHFE-MB362 (277V)	Clear/Baffled							16	
	1224M1-32MHFE-MST362 (277V)	Self Trim Clear Alzak							16	
	1224M1-32MHFE-MST363 (277V)	Self Trim Gold Alzak							16	

NOTE: Refer to pages 52 and 53 for complementary wall washer.

	Catalog No.	Description	Lamp†	Aperture Dia. "A"	Ceiling Cutout "B"	Width "C"	Length "D"	Height "E"	Weight (lbs.)	Ship Info.
METAL HALIDE	1238M9-175MHFE-850L	Clear Alzak Reflector	175W BT-28 M.H.	11¾"	12¼"	•	•	17⅛"	35	
	1238M9-175MHFE-851L	Gold Alzak Reflector							35	
	1238M9-175MHFE-B850L	Clear/Baffled							35	
	1238M10-250MHFE-850L	Clear Alzak Reflector	250W BT-28 M.H.	11¾"	12¼"	•	•	17⅛"	38	
	1238M10-250MHFE-851L	Gold Alzak Reflector							38	
	1238M10-250MHFE-B850L	Clear/Baffled							38	

	Catalog No.	Description	Lamp†	Aperture Dia. "A"	Ceiling Cutout "B"	Width "C"	Length "D"	Height "E"	Weight (lbs.)	Ship Info.
HIGH PRESSURE SODIUM	1226S6-70HPSFE-662	Clear Alzak Reflector	70W E-23½ H.P.S.	9 5/16"	9 15/16"	•	•	13¼"	30	
	1226S6-70HPSFE-663	Gold Alzak Reflector							30	
	1226S6-70HPSFE-B662	Clear/Baffled							30	
	1226S5-100HPSFE-662	Clear Alzak Reflector	100W E-23½ H.P.S.	9 5/16"	9 15/16"	•	•	13¼"	30	
	1226S5-100HPSFE-663	Gold Alzak Reflector							30	
	1226S5-100HPSFE-B662	Clear/Baffled							30	
	1226S8-150HPSFE-662	Clear Alzak Reflector	150W E-23½ 55V H.P.S.	9 5/16"	9 15/16"	•	•	13¼"	33	
	1226S8-150HPSFE-663	Gold Alzak Reflector							33	
	1226S8-150HPSFE-B662	Clear/Baffled							33	
	1238S10-250HPS-862	Clear Alzak Reflector	250W E-18 Clear H.P.S.	11¾"	DISCONTINUED			17⅛"	46	
	1238S10-250HPS-863	Gold Alzak Reflector							46	
	1238S10-250HPS-B862	Clear/Baffled							46	

† Mogul Base unless otherwise specified.
• Refer to pages 62 and 63 for dimensions.

P4 Parabolume

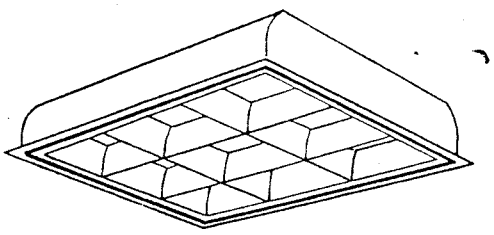
P4-222UG-43333

2'x 2' Parabolic
2 "U" Lamps, 9 Cells

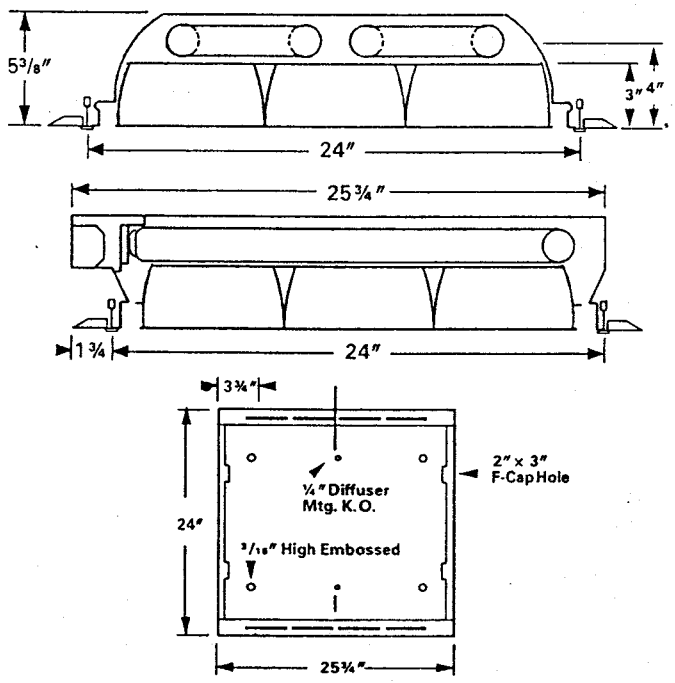
Type: F4

Job Description _____

3" Deep Louver



Also available with 3 lamps



- Non-directional architecturally modern 2'x 2' design.
- 3" deep parabolic louver provides maximum spacing with good efficiencies.
- Pre-anodized louver provides years of maintenance free operation with maximum glare control.
- Automated louver assembly provides precise baffle fit insuring gap free louver corners.
- Proper lamp position provides maximum efficiency with controlled widespread distribution.
- Full black reveal provides floating door appearance.

Construction

Luminaire housing and endcaps are constructed of die formed code gauge CR steel. Anodized aluminum louver is secured in open or closed position by die formed steel hinges. Louver hinges from either side. A mechanical light trap prevents light leaks. Latches are finger tip actuated; positive feed type, fabricated of spring steel and completely concealed in the black reveal.

Finish

Painted parts are treated with a five stage phosphate bonding process and finished with a high temperature baked white enamel. For post painted housing finish suffix catalog with PAF. Regressed slots are flat black. Louvers are standard semi-specular natural anodized aluminum (No. 43). Also available in specular (No. 42), ferric gold (No. 47), champagne gold (No. 48) and semi-specular low iridescence (No. 49) for use with tri-phosphor lamps.

Air Handling

All supply/return and air extract functions are shown on the reverse side of this sheet and are available as a specified option. Directional control vanes and/or extract dampers must be specified. Air extract slots are located out of sight in endcaps. Air removal data is on reverse side of sheet.

Installation

For fast wiring connections without the necessity of opening fixture or wireway, a flex connector adapter plate is furnished with each luminaire. Plastic dust cover which eliminates construction dust and protects the lamps is included.

Labels & Electrical

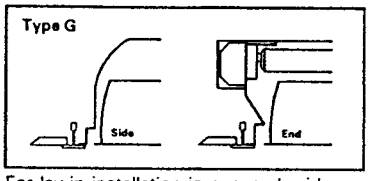
All luminaires are listed with U.L. and bear U.L. recessed fixture labels. Completely wired with standard class "P", thermally protected, resetting, HPF, CBM, ESB ballasts. Sound rated A. All ballast leads extend a minimum of 6" through the access plate.
Input watts: (Two lamp ballast): = 86.

Ceiling Compatibility

Luminaire is available to fit most standard ceiling types as shown at the left. For information on compatibility with specific ceilings contact your Columbia representative. Luminaires for concealed suspension ceiling are furnished with necessary earthquake clips and/or wing hangers.

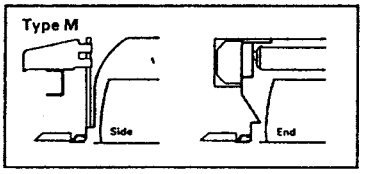
Ceiling Compatibility

Type G



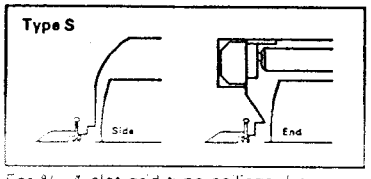
For lay-in installation in exposed grid ceilings. Maximum tee widths of 1" and maximum tee heights of 2" allowed.

Type M



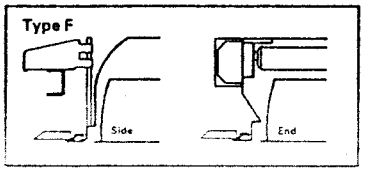
For metal pan ceilings "Fit-in" style extruded trim aligns with modular tile joints. Fixture is supported from concealed suspension and includes all adjustable wing hangers.

Type S



For 9/16" slot grid type ceilings. Louver will be level with the ceiling plane. Shoulder heights of tee or exact slot grid must be specified.

Type F



For tile, plaster or plasterboard type ceilings. Overlapping extruded aluminum trim conceals edges of ceiling opening. Wing hanger suspension system included. For row mounting, row information is required.

Complete ordering information on back. Dimensions and specifications subject to change without notice.

00450

P4-4

Photometric Report No. ITL-31285

itl boulder

INDEPENDENT TESTING LABORATORIES, INC. • 3366 LONGHORN ROAD, BOULDER, COLORADO 80302 • PHONE (303) 443-1256

REPORT NUMBER: ITL31285 DATE: 9-10-85
PREPARED FOR: COLUMBIA LIGHTING INC.
CATALOG NUMBER: P4-222UG-43333-3-PAF
LUMINAIRE: NOMINAL 2' X 2' TROFFER, SEMI-SPECULAR PARABOLIC 9-CELL LOUVER.
LAMP: TWO F40T12/WW/6, EACH RATED 3050 LUMENS.
MOUNTING: RECESS
TOTAL INPUT WATTS = 87.3 AT 120.0 VOLTS
THE 0 DEGREE PLANE IS PARALLEL WITH THE LAMPS.

CANDELA DISTRIBUTION

	0.0	22.5	45.0	67.5	90.0	112.5	135.0	157.5	180.0	FLUX
0	1557	1557	1557	1557	1557	1557	1557	1557	1557	
5	1543	1544	1550	1558	1564	1564	1567	1543	1541	149
15	1451	1470	1519	1573	1595	1590	1559	1523	1506	435
25	1309	1359	1456	1544	1592	1569	1508	1436	1395	682
35	1141	1215	1335	1430	1494	1461	1392	1295	1229	846
45	944	1036	1133	1200	1276	1240	1184	1096	1004	881
55	730	799	811	801	887	850	841	804	703	723
65	393	364	305	251	232	247	305	301	282	288
75	22	23	24	23	23	23	23	22	20	26
85	3	3	5	3	5	3	4	3	3	4
90	0	0	0	0	0	0	0	0	0	

ZONAL LUMEN SUMMARY

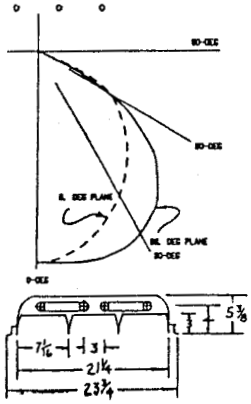
ZONE	LUMENS	%LAMP	%FIXT
0- 30	1265	20.7	31.4
0- 40	2111	34.6	52.3
0- 60	3717	60.9	92.1
0- 90	4036	66.2	100.0
90-180	0	0.0	0.0
0-180	4036	66.2	100.0

TOTAL LUMINAIRE EFFICIENCY = 66.2 %
TOTAL REFLECTANCE OF PAINT = 90.5 %
CIE TYPE - DIRECT

PLANE	0-DEG	90-DEG	180-DEG
SPACING CRITERIA	1.2	1.5	1.3
SHIELDING ANGLES	24	24	
LUMINOUS LENGTH	21.250	21.250	

LUMINANCE DATA IN FOOTLAMBERTS

ANGLE IN DEG	AVERAGE 0-DEG	AVERAGE 90-DEG
0	1560.	1560.
45	1337.	1808.
55	1275.	1549.
65	932.	550.
75	85.	89.
85	34.	57.



Checked
Approved R. L. Jarrett

THIS REPORT IS BASED ON PUBLISHED INDUSTRY PROCEDURES. FIELD PERFORMANCE MAY DIFFER FROM LABORATORY PERFORMANCE.

Coefficients of Utilization

Coefficients of Utilization

Zonal Cavity Method — Floor Reflectance - 20

RC	80				70				50			0
RW	70	50	30	10	70	50	30	10	50	30	10	0
1	74	71	69	67	72	70	68	66	67	66	64	59
2	69	64	61	58	67	63	60	57	61	58	56	52
3	64	58	53	50	62	57	53	49	55	52	49	46
4	59	52	47	43	57	51	46	43	49	45	42	40
5	54	46	41	37	52	46	41	37	44	40	36	34
6	50	41	36	32	48	41	36	32	40	35	32	30
7	46	37	32	28	44	37	32	28	36	31	28	26
8	42	33	28	24	41	33	28	24	32	27	24	22
9	38	30	24	21	37	29	24	21	29	24	21	19
10	36	27	22	18	35	27	22	18	26	21	18	17

Visual Comfort Probability

Reflectance - 80, 50, 20
Work Plane Illumination - 100 FC @ 2.5 Ft.

VCP

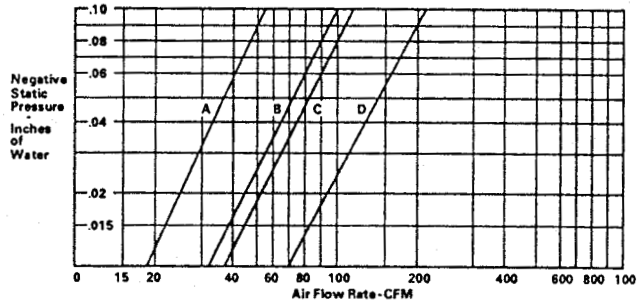
Room W	Room L	Ht.	Luminaires Lengthwise 8.5	10.0	13.0	16.0	Ht.	Luminaires Crosswise 8.5	10.0	13.0	16.0
20	20		68	62	62	74		70	65	61	70
20	40		75	69	64	61		76	72	68	64
30	30		77	71	61	59		78	73	65	59
30	60		81	76	68	63		82	77	72	66
40	40		82	76	69	60		83	78	72	63
40	60		83	78	72	64		84	79	74	66
60	30		80	76	68	63		82	77	71	63
60	40		83	78	71	64		83	79	74	66
60	60		84	80	74	66		85	81	76	68

Luminance Summary

Average Footlamberts		
Angle	0.0	90.0
45	1337	1808
55	1275	1549
65	932	550
75	85	89
85	34	57

Return & Extract Air Data

Report AL-526-1.1



A - Air Return thru One Side Passage B - Heat Extract thru Lamp Compartment
C - Air Return thru Two Side Passages D - Thru Both Sides and Lamp Compartment Exhaust

Ordering Information

P4 - 22 2U G - 43 3 3 3 - 3 - 120V - Options

Model
P4

Size
22 - 2'× 2'

No. of Lamps
2U - 2 F40U Lamps

Ceiling Type
G - Inverted T-Bar
F - Flange
M - Fit-In Trim
S - Slot Grid

Louver Finish
42 - Specular
43 - Semi-Specular
47 - Ferric Gold
48 - Chamoagne Gold
49 - Semi-Specular Low Iridescence

No. Cells Crosswise
3 - Three

No. Cells Lengthwise
3 - Three

Louver Depth
3 - 3" Deep

Air Handling Function
1 - Static
2 - Supply/Return (no vanes)
3 - Supply/Return (with vanes)
4 - Supply/Return/Extract (no vanes or dampers)
5 - Supply/Return/Extract (with vanes - no dampers)
6 - Supply/Return/Extract (no vanes - with dampers)
7 - Supply/Return/Extract (with vanes and dampers)
8 - Extract Only (no dampers)
9 - Extract Only (with dampers)

Voltage
120 - 120V
277 - 277V

Options
Contact Factory

00451

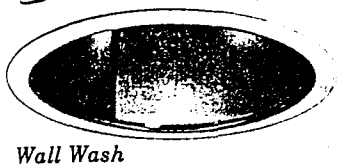
C-991

Q[illegible] Wall Wash
1234, 1235

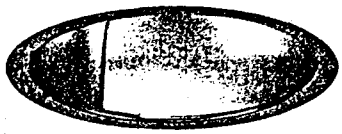
F5

n wall wash downlights mbine downlighting and wall washing functions in a single unit. They match A-line downlights (refer to pages 8 & 9) for a coordinated ceiling appearance. Diffuse outer reflectors provide an even, unscalloped wall wash, while the specular inner reflectors provide standard downlight distributions. Available in single, double (for corridors) or corner versions. Choice of clear or champagne gold Alzak. Self trim options are available.

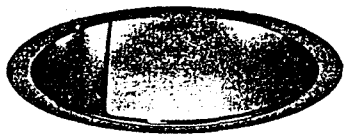
Wall Wash
Clear Alzak®



Wall Wash
Champagne Gold

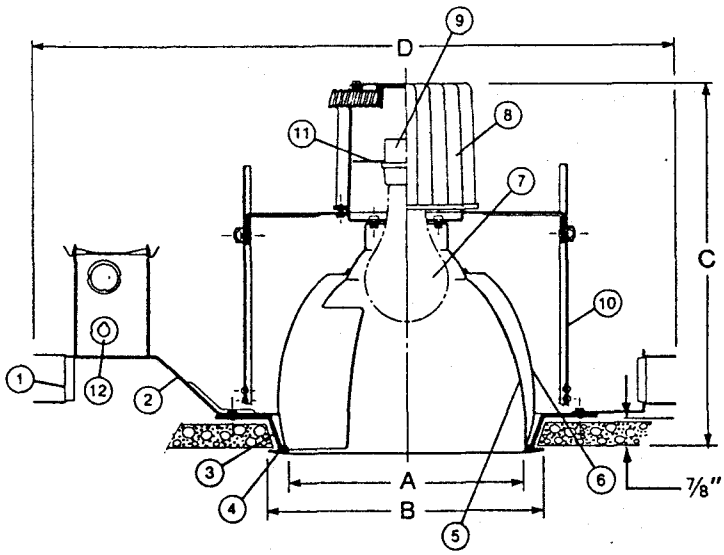


Self Trimming Wall Wash
Clear Alzak



Self Trimming Wall Wash
Champagne Gold

1. Adjustable "C" brackets with B-6 bar hangers (expand to 25½"). Also accept 1½" lathing channels (by others). Packet 94 available (order separately) for T-Bar ceilings.
2. Support bracket and prewired junction box, with snap-on covers for easy access. Both 14 ga. C.R.S.
3. Diecast aluminum plaster flange.
4. Reflectors have white olypropylene trim ring for dry ilings. May be discarded for imless application. Alzak flange formed from reflector on self trimming units.
5. Specular clear or champagne gold Alzak inner reflector for downlighting portion of distribution.



6. Diffuse outer reflector provides broad even illumination on vertical surface.
7. Up to 300W PS-25 (refer to chart below.)
8. Diecast aluminum heat sink.
9. Medium base porcelain socket with nickel plated screw shell.
10. Riser support channel, 16 ga. C.R.S.
11. Two position socket for proper lamp placement.
12. Thermal protector.

UL and C.S.A. approved. Suitable for damp locations and through wiring.

Catalog Number	Description	Lamp (not furnished)	Aperture Dia. A	Trim Ring B	Height C	Length D	Width	Ceiling Cutout
1234-117 1234-119	Single Wall Wash Clear Alzak Champagne Gold	100W A-19/ 150W A-21	5¾"	7"	10¾"	18 7/32"	10¾"	6 5/16"
1234-238 1234-239	Double Wall Wash Clear Alzak Champagne Gold	100W A-19/ 150W A-21	5¾"	7"	10¾"	18 7/32"	10¾"	6 5/16"
1234-268 1234-269	Corner Wall Wash Clear Alzak Champagne Gold	100W A-19/ 150W A-21	5¾"	7"	10¾"	18 7/32"	10¾"	6 5/16"
1235-120 1235-121	Single Wall Wash Clear Alzak Champagne Gold	200W A-21/ 300W PS-25	7¾"	9 1/16"	11 13/16"	19 9/16"	12½"	8 5/16"
[illegible]-240 241	Double Wall Wash Clear Alzak Champagne Gold	200W A-21/ 300W PS-25	7¾"	9 1/16"	11 13/16"	19 9/16"	12½"	8 5/16"
1235-270 1235-271	Corner Wall Wash Clear Alzak Champagne Gold	200W A-21/ 300W PS-25	7¾"	9 1/16"	11 13/16"	19 9/16"	12½"	8 5/16"

Self-Trim: Prefix trim catalog number with ST Example: 1234-ST117.

6" APERTURE
1234-117 Single Wall Wash with Clear Alzak®
150W A-21 Soft White

Fixture Mounted 2' From Wall	Single Unit Distance From Center					Multiple Units On 2' Centers			Multiple Units On 3' Centers		
	0'	1'	2'	3'	4'	0'	1'	0'	0'	1½'	0'
1'	28	17	6	2	2	43	40	43	34	23	34
2'	38	27	12	4	1	63	62	63	45	39	45
3'	28	24	14	6	2	60	60	60	39	38	39
4'	18	16	12	7	4	52	51	51	35	35	35
5'	11	11	9	6	4	41	41	40	28	29	29
6'	8	7	6	5	4	31	31	31	22	23	23
7'	5	5	5	4	3	24	24	24	18	18	18
8'	4	4	4	3	3	19	19	19	14	14	14
9'	3	3	3	3	2	16	15	15	11	11	11
10'	2	2	2	2	2	13	13	13	9	10	10
Distance From Ceiling	Footcandle Distribution On Wall Surface										

Fixture Mounted 3' From Wall	Single Unit Distance From Center						Multiple Units On 3' Centers			Multiple Units On 4' Centers		
	0'	1'	2'	3'	4'	5'	0'	1½'	0'	0'	2'	0'
1'	7	6	4	3	1	1	10	9	10	7	5	7
2'	16	13	7	4	2	2	27	26	27	23	19	23
3'	17	15	10	6	3	2	29	29	29	23	21	23
4'	15	13	10	7	4	2	28	28	29	21	21	21
5'	11	11	9	7	4	3	27	27	27	20	20	20
6'	8	8	7	6	4	3	24	24	24	18	19	18
7'	6	6	6	5	4	3	21	21	21	16	16	16
8'	5	5	4	4	3	3	18	18	18	14	14	14
9'	4	4	4	3	3	3	15	15	15	12	12	12
10'	3	3	3	3	3	2	13	13	13	10	10	10
Distance From Ceiling	Footcandle Distribution On Wall Surface											

TEST NO. B1981A

8" APERTURE
1235-120 Single Wall Wash with Clear Alzak®
200W A-23 I.F.

Fixture Mounted 2' From Wall	Single Unit Distance From Center					Multiple Units On 2' Centers			Multiple Units On 3' Centers		
	0'	1'	2'	3'	4'	0'	1'	0'	0'	1½'	0'
1'	21	14	7	4	3	41	38	41	31	23	31
2'	32	21	7	2	1	48	46	48	36	27	36
3'	28	20	8	2	1	42	41	43	28	23	28
4'	23	18	11	6	4	53	52	52	37	34	37
5'	17	15	10	7	5	51	51	50	36	35	36
6'	13	12	9	6	5	43	44	42	31	31	31
7'	10	9	7	5	4	35	36	34	25	25	26
8'	8	7	6	5	3	29	29	28	21	21	21
9'	6	6	5	4	3	23	24	23	17	17	17
10'	5	5	4	3	3	20	20	19	14	14	14
Distance From Ceiling	Footcandle Distribution On Wall Surface										

Fixture Mounted 3' From Wall	Single Unit Distance From Center						Multiple Units On 3' Centers			Multiple Units On 4' Centers		
	0'	1'	2'	3'	4'	5'	0'	1½'	0'	0'	2'	0'
1'	7	5	2	1	1	1	4	4	4	3	3	3
2'	13	11	8	6	5	4	32	31	32	27	24	28
3'	15	12	8	4	2	1	23	22	23	18	16	18
4'	14	11	7	4	1	1	18	17	18	13	11	13
5'	12	11	8	5	3	2	22	22	22	16	15	16
6'	11	10	8	5	4	3	25	25	25	19	19	19
7'	9	9	7	5	4	3	25	25	25	20	19	20
8'	8	7	6	5	4	3	23	23	23	18	18	19
9'	7	6	5	4	4	3	21	21	21	17	17	17
10'	6	5	5	4	3	3	18	19	19	15	15	15
Distance From Ceiling	Footcandle Distribution On Wall Surface											

TEST NO. B1995A

- Domestic Cold Water Service

The domestic cold water system for the courthouse will be under pressure by a factory prefabricated duplex constant pressure pumping system with high efficiency motors if city pressure is inadequate.

The domestic cold water for the cooling tower make-up will be pressurized by the available street pressure.

Branch pressure reducing valves will be provided to maintain a maximum pressure of 70 PSI to any fixture.

All domestic water connections to non-potable sources will be provided with suitable backflow preventers.

A complete domestic cold water distribution system serving all plumbing fixtures, water heaters and mechanical make-up water needs will be provided.

- Domestic Hot Water System

The domestic hot water system for the courthouse will utilize multiple gas-fired or electric semi-instantaneous type water heaters sized based on ASHRAE standards.

The hot water distribution system will consist of hot water supply and return piping with recirculation provided to fixtures over 50 feet from main or water heaters.

All public lavatories will be provided with self-closing faucets with 0.5 GPM flow restriction devices and a constant water temperature of 105°F.

The lavatories for the Judges Chambers and the private toilets will be provided with dual temperature (hot and cold) faucets with flow restricting devices. Hot water temperature will be designed for a temperature of 105°F and provided by an electric semi-instantaneous type water heater

- Drinking Water System

Individual self-contained lead-free electric water coolers will be provided to meet the program requirements.

- Sanitary Drainage System

  The building will be served by multiple stacks flowing by gravity to the public utilities.

  Floor drains will be provided in all mechanical rooms. Trap primers will be provided on Mechanical Room floor drains.

- Storm Drainage System

  A complete storm drainage system serving all roof areas, areaways, terraces, planters, etc., will be provided.

  All areas will flow by gravity to the public utilities.

- Natural Gas System

  A natural gas service main shall be extended into the building and distributed to the equipment requiring same.

- Plumbing Fixtures

  Fixtures shall be low-flow water conserving vitreous china complete with all trim, stops, hangers, flow restrictors, carriers, supports, (vandal proofing), etc. Selection based on maintaining sanitary conditions and to meet the SFO requirements and specific function of each fixture type.

  Stainless steel combination lavatory/toilet security fixtures will be provided for all holding cells.

  Molded stone mop sinks will be provided in janitor closets.

  Stainless steel sinks will be provided in pantries.

- Fire Protection System

  The system will be a single zone pressurized by an automatic electric fire pump and jockey pump.

The fire pump will have closed transition wye-delta reduced voltage starting and will be supplied with normal and emergency power and an automatic transfer switch.

A combination fire standpipe/sprinkler system will be provided throughout the building.

Automatic wet pipe sprinkler systems shall be provided throughout.

The cooling tower will be protected if required with a deluge sprinkler system in accordance with the GSA standards and NFPA 214.

The entire building will be sprinklered with the exception of those prisoner handling areas which are prohibited by the U. S. Marshals.

Quick response type sprinklers will be provided throughout the building in accordance with their listing requirements.

Sprinkler design densities will be as indicated in the PBS/PQ-100.1 handbook.

Fire Department hose valves (without hose) will be provided to meet the coverage requirements of NFPA 14 and requirements of the local Fire Department.

Siamese connections will be provided as required by the local authorities.

Tamper switches will be provided on all fire protection control valves.

Each sprinkler floor system connection to standpipe riser and main will be provided with an O.S.&Y gate valve with tamper switch, check valve, water flow alarm, inspector's test and drain, drain with sight glass, and check valve.

The sprinkler system in all finished areas including the lobby shall have flush-type heads.

Brass upright heads shall be provided in all exposed ceiling areas including storage and mechanical rooms.

Detention type institutional sprinkler heads, will be provided in all prisoner handling areas.

- Schedule: A revised schedule is included in this Section 8. Quality Control Plan. Occupancy is shown to be in May 1997 and specific dates are now shown.

- Development of the Quality Control Plan: Keating acknowledges that this document is preliminary and as the design of the building takes shape, the Quality Control Plan will become more specific and contain tighter controls. Furthermore, we are aware that many materials/components were left blank and inspection or test procedures were not noted. It is Keating's intention to develop these procedures with the selected Quality Control Inspector and incorporate them into the Plan as the building design evolves.

- Changes to the Quality Control Plan: In response to the GSA's comments the following changes will be made to our Quality Control Plan: (1) for informational purposes, GSA will be added to the Non-conformance Report Control Loop; (2) the Courts will be included in all references to the meetings specified in the Plan and required by the SFO; (3) the Quality Control Plan Overview will be changed to reflect the requirements of the SFO, i.e. the Quality Control Inspector shall prepare and maintain the Quality Control Plan to address all quantitative performance/specification requirements, installed conditions, and operating characteristics;.and (4) as the plans and specifications for the courthouse progress through the design process, the Plan will be fully developed, clearly specifying inspection and testing procedures.

  The performance requirements for the vapor barrier shall be incorporated into the inspection/tests section of the Quality Control Plan.

- Quality Control Inspector: Keating has selected Law Engineering and Environmental Services to act as the Quality Control Inspector on this project. Standard Forms 254 and 255 follow for the firm and the individuals proposed to perform the work. The Quality Control Inspector will be responsible for maintaining and overseeing the Quality Assurance Program and the Quality Control Plan.

STANDARD FORM (SF)

254

Architect-Engineer and Related Services Questionnaire

1. Firm Name / Business Address:

Law Engineering and Environmental Services*
1000 Abernathy Road
Atlanta, Georgia 30328

* See note at end of Section 11.

1a. Submittal is for ☐ Parent Company ☒ Subsidiaries

2. Year Present Firm Established: **1948**

3. Date Prepared: **February 1995**

4. Specify type of ownership *and* check below, if applicable.

Employee Owned Corporation

- A. Small Business
- B. Small Disadvantaged Business
- C. Woman-owned Business

5. Name of Parent Company, if any:

LAW COMPANIES GROUP, INC.

5a. Former Parent Company Name(s), if any, and Year(s) Established:

Law-Barrow-Agee Laboratories, 1948; Law Engineering Testing Company, 1957; Law Engineering, Inc., 1987.

6. Names of not more than Two Principals to Contact: Title/Telephone

1) **Stanley R. Holm, Jr. P.E., Vice President, 404/499-6781**
2) **Robert R. Kelly, Federal Marketing Manager, 404/421-7045**

7. Present Offices: City/State/Telephone/No. Personnel Each Office

7a. Total Personnel 2,931

Albany, NY	518/869-0364	23	Columbia, SC	803/798-1200	29	Knoxville, TN	615/588-8544	49	Richmond, VA	804/358-7111	4
Anaheim, CA	714/776-9544	9	Dallas, TX	214/934-0800	59	Lexington, KY	606/255-3308	14	Riviera Beach, FL	407/881-1399	10
Asheville, NC	704/252-8130	15	El Paso, TX	915/532-2777	3	Los Angeles, CA	213/889-5300	180	Roanoke, VA	703/362-2800	5
Atlanta (Metro), GA	404/396-8000	794	Ft. Lauderdale, FL	305/771-2147	7	Louisville, KY	502/495-5800	99	Rochelle Park, NJ	201/368-8717	4
Augusta, GA	706/722-2162	1	Ft. Myers, FL	813/275-4142	7	Marina Del Rey, CA	310/578-7475	2	Sacramento, CA	916/649-2424	60
Austin, TX	512/795-0360	19	Ft. Worth, TX	817/740-1177	9	Miami Lakes, FL	305/826-5588	75	San Antonio, TX	210/366-878	1
Baltimore, MD	410/992-5900	37	Gainesville, FL	904/332-0006	2	Milwaukee, WI	414/765-9133	9	San Diego, CA	619/278-3600	81
Beltsville, MD	301/210-5105	26	Greensboro, NC	919/294-4221	39	Naples, FL	813/643-4747	24	San Francisco, CA	415/834-2040	13
Birmingham, AL	205/733-7600	80	Greenville, NC	919/758-6770	14	Nashville, TN	615/832-0513	33	San Juan, PR	809/722-7740	12
Brunswick, GA	912/265-6709	1	Greenville, SC	803/288-5116	43	New York, NY	212/768-3410	46	Savannah, GA	912/238-3888	18
Chantilly, (D.C.) VA	703/968-4700	103	Harrisburg, PA	717/561-1633	1	Oak Ridge, TN	615/482-5099	8	Seattle, WA	206/367-6600	6
Charleston, SC	803/762-4551	13	Havelock, NC	919/447-2848	4	Orlando, FL	407/246-0066	38	Tampa, FL	813/289-9491	105
Charlotte, NC	704/357-8600	112	Houston, TX	713/939-7161	130	Pensacola, FL	904/944-9772	55	Tulsa, OK	918/834-4700	23
Chesapeake, VA	804/436-2040	26	Jackson, MS	601/956-0871	4	Phoenix, AZ	602/437-0250	62	Washington, DC (EPC)	202/296-7444	13
Chicago, IL	708/773-1070	26	Jacksonville, FL	904/396-5173	85	Raleigh, NC	919/876-0416	103	Wilmington, NC	910/452-1185	19
Cincinnati, OH	606/371-2960	19									

8. Personnel by Discipline: *(List each person only once, by primary function.)*

Accountant	41	Chemist	10	Electrical Engineer	1	Health Expert	7	Nuclear Engineer	1
Administrative	619	Civil Engineer	131	Engineering Technician	427	Hydrogeologist	34	Planner	3
Air Quality Specialist	12	Construction Engineer	70	Environmental Chemist	72	Hydrologist	2	Public Relations	4
Agricultural Specialist	2	Construction Inspector	60	Environmental Engineer	153	Industrial Engineer	4	Roofing Specialist	50
Archaeologist	2	Contract Administrator	12	Environmental Scientist	84	Industrial Hygienist	11	Sanitary Engineer	3
Architect	20	Cost Estimator	4	Geologist	204	Laboratory Expert	73	Soils Engineer	16
Asbestos Technician	112	Data Processing Expert	63	Geophysicist	5	Lawyer	6	Structural Engineer	25
Biologist	24	Driller	80	Geotechnical Engineer	142	Management Scientist	10	Surveyor	2
CADD/Draftsman	77	Ecologist	8	Graphic Artist	3	Materials Engineer	94	Toxicologist	7
Chemical Engineer	35	Economist	1	Hazardous Waste Specialist	24	Mechanical Engineer	20	Water Resources Expert	12
								Other Disciplines	49

9. Summary of Professional Services Fees Received: (Insert index number)

Last 5 years (most recent year first)

	1994	1993	1992	1991	1990
Direct Federal contract work, including overseas	8	8	8	8	8
All other domestic work	8	8	8	8	8
All foreign work*	5	5	5	5	5

*Firms interested in foreign work, but without such experience, check here: ☐

Ranges of Professional Services Fees:

INDEX
1. Less than $100,000
2. $100,000 to $250,000
3. $250,000 to $500,000
4. $500,000 to $1 million
5. $1 million to $2 million
6. $2 million to $5 million
7. $5 million to $10 million
8. $10 million or greater

00458

Experience Profile Code Numbers
for use with questions 10 and 11

001 Acoustics; Noise Abatement
004 Air Pollution Control
005 Airports; Navaids; Airport Lighting Aircraft Fueling
006 Airports; Terminals & Hangers; Freight Handling
007 Arctic Facilities
008 Auditoriums & Theatres
010 Barracks; Dormitories
011 Bridges
013 Chemical Processing & Storage
015 Codes; Standards; Ordinances
017 Commercial Buildings (low rise); Shopping Centers
018 Communications Systems; TV; Microwave
019 Computer Facilities; Computer Service
020 Conservation and Resource Management
021 Construction Management
022 Corrosion Control; Cathodic Protection Electrolysis
023 Cost Estimating
024 Dams (Concrete; Arch)
025 Dams (Earth; Rock); Dikes; Levees
026 Desalinization (Process & Facilities)
028 Ecological & Archeological Investigations
031 Elevators; Escalators; People-Movers
032 Energy Conservation; New Energy Sources
033 Environmental Impact Studies Assessment or Statements
036 Fire Protection
037 Fisheries; Fish Ladders
038 Forestry & Forest Products
039 Garages; Vehicle Maintenance Facilities Parking Decks
041 Graphic Design
042 Harbors; Jetties; Piers; Ship Terminal Facilities
043 Heating; Ventilating; Air Conditioning
045 High-rise; Air-Rights-Type Buildings
046 Highways; Streets; Airfield Paving; Parking Lots
047 Historical Preservation
050 Property Conditions
051 Hydraulics & Pneumatics
052 Industrial Buildings: Manufacturing Plants
053 Industrial Processes; Quality Control
054 Industrial Waste Treatment
056 Irrigation; Drainage
057 Judicial and Courtroom Facilities
058 Laboratories; Medical Research Facilities
060 Libraries; Museums; Galleries
065 Microclimatology; Tropical Engineering
066 Military Design Standards
067 Mining & Mineralogy
068 Missile Facilities (Silos: Fuels; Transport)
069 Modular Systems Design; Pre-Fabricated Structures or Components
070 Naval Architecture: Off-Shore Platforms
071 Nuclear Facilities; Nuclear Shielding
072 Office Buildings; Industrial Parks
073 Oceanographic Engineering
074 Ordnance; Munitions; Special Weapons
075 Petroleum Exploration; Refining
076 Petroleum and Fuel (Storage and Distribution)
077 Pipelines (Cross-Country-Liquid & Gas)
078 Planning (Community, Regional, Areawide and State)
079 Planning (Site, Installation, and Project)
081 Pneumatic Structures; Air-Support Buildings
082 Postal Facilities
083 Power Generation, Transmission, Distribution
084 Prisons & Correctional Facilities
085 Product, Machine & Equipment Design
087 Railroad; Rapid Transit
088 Recreation Facilities (Parks, Marinas, Etc.)
089 Rehabilitation (Buildings; Structures; Facilities)
090 Resource Recovery; Recycling
092 Rivers; Canals; Waterways; Flood Control
093 Safety Engineering; Accident Studies; OSHA Studies
095 Seismic Designs & Studies
096 Sewage Collection, Treatment and Disposal
097 Soils & Geologic Studies; Foundations
098 Solar Energy Utilization
099 Solid Wastes; Incineration; Land Fill
100 Special Environments; Clean Rooms, Etc.
101 Structural Design; Special Structures
102 Surveying; Platting; Mapping; Flood Plain Studie
104 Storm Water Handling & Facilities
106 Testing & Inspection Services
107 Traffic & Transportation Engineering
108 Towers (Self-Supporting & Guyed Systems)
109 Tunnels & Subways
110 Urban Renewals; Community Development
111 Utilities (Gas & Steam)
112 Value Analysis; Life-Cycle Costing
113 Warehouses & Depots
114 Water Resources; Hydrology; Ground Water
115 Water Supply, Treatment and Distribution
116 Wind Tunnels; Research/Testing Facilitie Design
117 Zoning, Land Use Studies
201 Hazardous Waste/Material Analysis & Assessment
202 Hazardous Waste/Material Management
203 Animal Shelters
206 Architectural Consultation/Surveys
208 Bio-Medical Engineering
213 Contract Administration/Claims Analysis
218 Economic Impact & Feasibility Studies
220 Engineering Consultation & Reports
221 Environmental Testing & Analysis
225 Geo-Physical Service
229 Investigation of Failures
230 Lake Habilitation & Management
234 Legal
236 Marine Biology
238 Mathematical Modeling
239 Military Facilities, Armory
240 Mine Drainage
250 Public Relations
252 Socio-Economic Studies
255 Toxicology & Hazardous Materials
256 Training
257 Value Engineering
258 Wetlands
262 Aquatic Biology
265 Roofing Consultation Services
266 Hazardous Waste Management
269 Turn Key
274 Underground Storage Tanks
276 Environmental Protection

10. [illegible] of Firm's Project Experience, Last 5 Years

Profile Code	Number of Projects	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)
1) 015	127	10,017	11) 079	10	225	21) 117	16	1,810
2) 020	19	2,478	12) 083	3	100	22) 206	24	920
3) 021	35	2,772	13) 092	6	765	23) 220	331	6,930
4) 023	274	1,543	14) 095	8	240	24) 229	620	5,880
5) 025	24	1,922	15) 097	15,170	91,188	25) 230	8	2,430
6) 028	43	978	16) 099	24	1,486	26) 238	16	420
7) 033	2,888	29,883	17) 101	28	1,310	27) 250	9	42
8) 042	89	903	18) 102	132	3,450	28) 252	11	380
9) 047	4	80	19) 106	1,873	22,641	29) 258	26	850
10) 078	2	10	20) 114	1,117	16,618	30) 262	5	130

11. Project Examples, Last 5 Years

Profile Code	"P", "C", "JV", or "IE"	Project Name and Location	Owner Name and Address	Cost of Work (in Thousands)	Completion Date (Actual or Estimated)
099 225 114 257 201 266 221	P	1) Site investigation/remedial investigation/feasibility study (SI/RI/FS) under the Base Realignment and Closure Act (BRAC). Accelerated investigation includes 57 solid waste management units (SWMUs) in compliance with RCRA Corrective Action Program, Bergstrom AFB, Texas.	U.S. Air Force Center For Environmental Excellence Brooks AFB, Texas	3,200	1996
058 255 074 202 221	P	2) RCRA Facility Investigation of an Army propellant manufacturing plant encompassing 50 solid waste management units (SWMUs) at Sunflower Army Ammunition Plant, Army Materiel Command (AMC), DeSoto, Kansas.	U.S. Army Corps of Engineers Kansas City District Kansas City, Missouri	764	1997
041 274 114 201 202	P	3) Contaminated ground water/underground storage tank studies; remedial design documents for recovery wells, ground-water treatment and tank line repair/replacement at multiple sites in North Carolina.	Naval Facilities Engineering Command Atlantic Division 1510 Gilbert Street Norfolk, Virginia	8,000	1998

00460

033 255 099 266 218 276 221	P	4) Remedial investigation/feasibility study (RI/FS) for fire training area, landfills, hazardous waste storage area and PCB spill at Defense General Supply Center for Defense Logistics Agency, Richmond, Virginia.	U.S. Army Corps of Engineers Huntsville Division Huntsville, Alabama	986	1993
020 079 029 206 033 047	P	5) Asbestos/lead paint abatement for two ash pits at Steamtown National Historic Site, Scranton, PA; lead paint removal at the White House Visitors Center in Washington; and exposure assessment at Ft. Sumter, South Carolina.	U.S. Department of the Interior National Park Service, Denver Service Center Denver, Colorado	288	1994
020 218 079 090 099	P	6) Pollution prevention opportunity assessments and recycling plans; pollution prevention management plans; solid waste characterization studies; and solid waste management plans at 28 Air Force Bases in the United States and the Pacific.	U.S. Air Force Center for Environmental Excellence Brooks AFB, Texas	2,250	1995
023 221 066 266 079 276 099	P	7) Decontamination, demolition, asbestos abatement, and restoration design for 52 connected buildings at old hospital complex at Ft. Campbell, Kentucky.	U.S. Army Corps of Engineers Nashville District Nashville, Tennessee	339	1993
013 015 201 202	P	8) Fast-track site assessment of a drum storage area including on-site laboratory screening and analysis, and audited waste handling practices, through AFCEE for Incirlik Air Base, Turkey.	U.S. Air Force — Europe (USAFE) Ramstein Air Base, Germany	204	1994
021 089 023 265 050 057	P	9) A-E services for design, related roofing services, and construction renovation at United States embassy locations worldwide.	U.S. Department of State Rosslyn Station Arlington, Virginia	3,000	1995
015 093 104 256	P	10) Stormwater sampling, analysis, and reports supporting a Group Permit Application for 334 Postal Service vehicle maintenance facilities. Also environmental safety and management training for 120 USPS environmental managers.	Headquarters, U.S. Postal Service (USPS) Environmental Office Washington, DC	1,000	1995

058 114 079 201 097 220 099 266	P	11) Remedial investigation, design, and action for 53 Areas of Concern including USTs, landfills, waste disposal sites, fire training area; Griffiss AFB, a Superfund site, New York.	U.S. Army Corps of Engineers Kansas City District Kansas City, Missouri	20,000	1997
046 106 052 072 097	C	12) Construction inspection and testing at NASA Visitors' Center, Johnson Space Center, Houston, Texas.	National Aeronautics and Space Administration (NASA) Washington, DC	100	1992
006 028 033	P	13) Environmental, UST, and site assessments at eight air stations in Florida and Puerto Rico.	U.S. Coast Guard, Civil Engineering Unit 909 SE First Avenue Miami, Florida	400	1992
033 218 042 090 099	P	14) Title II, pollution prevention surveys, remedial design, environmental compliance assessment and management program (ECAMP), natural/cultural resource surveys (NEPA compliance) at Westover AFB, Massachusetts, and remedial investigation/feasibility study (RI/FS) at O'Hare Air Reserve Forces Facility, Illinois.	Headquarters, Air Force Reserve (AFRES) 155 2nd Street Robins AFB, Georgia	1,336	1996
058 202 099 220 112 221 114 255 201 266	P	15) Environmental investigations and remediation for lagoons, pipelines, grease pits, and landfills. Includes interim removal action and remedial design, Beale Air Force Base, California.	U.S. Air Force Center for Environmental Excellence Brooks AFB, Texas	9,000	1995
023 266 028 276 054 099	P	16) Design of cap installation for sanitary landfill, drainage control, settlement analysis, seismic surveys, and wetlands delineation, Fort Dix, Superfund site, New Jersey.	U.S. Army Corps of Engineers Baltimore District Baltimore, Maryland	1,171	1993
033 276 079 256 274	P	17) Spill prevention contingency planning training, and emergency response under Oil Pollution Act of 1990 (OPA-90), Quantico, Virginia.	Marine Corps Combat Development Command (MCCDC) Quantico, Virginia	170	1994

00462

106 220 221	P	18) Environmental testing for all the museums at the Smithsonian. As required, hazardous material abatement and indoor air quality services will be provided, Washington, DC.	Smithsonian Institution 9555 L'Enfant Plaza, S.W., Suite 3120 Washington, DC	1,000	1995
025 225 095 101 114	P	19) Provided geotechnical field and analytical services, as well as dam safety evaluation for the reconstruction of a 60-year old earth and rock filled dam in Guayma, Puerto Rico.	Quiñones Diez Silva y Usociados San Juan Puerto Rico	350	1993
028 117 033 218 078 221 097 266 112	P	20) Low-level radioactive waste (LLRW) disposal facility siting studies in North Carolina and Pennsylvania for cultural, wetland, ecological surveys and assessment under NEPA, Southeastern and Allegheny LLRW Compacts.	Department Of Energy (DOE) Chem-Nuclear Systems, Inc. (Prime) Columbia, South Carolina	22,500	1996
001 201 004 202 015 255 106	P	21) Asbestos testing, indoor air quality and consultation services for air traffic control centers throughout the Southeast and Puerto Rico.	Federal Aviation Administration (FAA) 1701 Columbia Avenue College Park, Georgia	664	1996
015 041	P	22) Designed and prepared a comprehensive environmental handbook for petroleum, oils, lubricants (POL) fuel terminals to be used by the Defense Fuel Supply Center (DFSC), Defense Logistics Agency (DLA). Distribution to 400 worldwide Department of Defense fuel facilities.	U.S. Army Corps of Engineers Mobile District Mobile, Alabama	75	1994
097 221	P	23) Geotechnical consultation, subsurface investigation, environmental soils investigation, and material testing for locations in California, Nevada, and Arizona.	U.S. Department of Navy Southwest Division 1220 Pacific Highway San Diego, California	500	1995
093 256	P	24) National Training Center for USA Corps of Engineers for environmental OSHA training under CFR 1910.120, Kennesaw, Georgia, for over 2,000 DOD students.	U.S. Army Corps of Engineers Huntsville Division Huntsville, Alabama	2,013	1992

008 229 060 106 255	P	25) Earthquake and emergency engineering damage assessment under Federal Emergency Management Agency (FEMA) Program, California State University, Northridge, California.	California State University, Northridge 18111 Nordhoff Street Northridge, California	12,397	1995
004 202 058 221 099 255 201	P	26) Identified and located asbestos containing materials in selected buildings and leased housing in military communities. Baumholder, Stuffgart, Hohenfels, and Bad Kreuznach, Germany.	U.S. Army Corps of Engineers European Division Frankfurt, Germany	983	1992
004 221 058 201 202	P	27) Indoor air quality survey services for operation "Clean House" - including asbestos abatement design review, project tracking, and general project consultation for over 1,000 schools during a 12-week period, New York, New York.	New York City School Construction Authority New York, New York	3,600	1994
028 047 033 057 037 084 038 092	P	28) A baseline environmental study for 24 factors under the Georgia Environmental Policy Act (GEPA) for 5 prison facility sites in Georgia.	Georgia Department of Corrections Atlanta, Georgia	28	1991
050 221 072 106 220	P	29) Engineering property condition survey, environmental site assessment, asbestos survey of 26 properties (California, Florida, Kansas, Maryland, Nevada, Oregon, Texas, Washington).	Executive Life Insurance Company In-Rehabilitation/Liquidation 11400 West Olympic Blvd. 3rd Floor Los Angeles, California	185	1994
046 229 085 106 220	P	30) Long-term pavement performance technical assistance - tested exposure and durability of asphalt binders and asphalt concrete.	Department of Transportation (DOT) Federal Highway Administration (FHWA) 400 Seventh St., SW, Room 4410 Washington, DC	6,236	1997

NOTE: Law Engineering and Environmental Services, will begin operations early 1995, in connection with the consolidation of the LAW domestic companies. Until early 1995, LAW provides services through three companies: Law Engineering, Inc.; Law Environmental, Inc.; and Law/Crandall, Inc.

12. The foregoing is a statement of facts.

Signature _____ Typed Name and Title Stanley R. Holm, Jr., P.E., Vice President Date: February 1995

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.

a. Name & Title: H. Mickey **Barrett** Principal Construction Engineer	a. Name & Title: **Robert Jensen** Senior Engineering Technician
b. Project Assignment: Threshold Inspector	b. Project Assignment: Threshold Inspection Technician
c. Name of Firm with which associated: LAW	c. Name of Firm with which associated: LAW
d. Years experience: With This Firm 18 With Other Firms 0	d. Years experience: With This Firm 15 With Other Firms 3
e. Education: Degree(s)/Year/Specialization B.S. Civil Engineering, 1982	e. Education: Degree(s)/Year/Specialization
f. Active Registration: Year First Registered / Discipline Registered Professional Engineer Certified Building Inspector	f. Active Registration: Year First Registered / Discipline ACI Concrete Inspector - Grade I & II NICET - Level II Soils and Concrete SBCCI - Building Inspector
g. Other Experience and Qualifications relevant to the proposed project: CAREER SUMMARY Mr. Barrett joined LAW in 1977 as an engineering technician in the Jacksonville office. He is currently a Managing Principal and Assistant Vice President reposnsible for LAW's Orlando office. Mr. Barrett has served LAW for more than 17 years on managing major, high profile construction projects. His expertise is in construction materials testing and inspection. He has personally performed successfully as Executive Project Manager on such projects as the 28-story Tampa Mack Two office tower, the Tampa Convention Center, and the $660-million Universal Studios project which had 21 threshold projects under construction concurrently. He is recognized by the ACI for leadership on ACI C-630 in developing the Concrete Construction Inspector Program. He also developed the first training program in Florida which began certifying concrete inspectors.	g. Other Experience and Qualifications relevant to the proposed project: CAREER SUMMARY Mr. Jensen joined LAW in 1980. He has served as Senior Engineering Technician and Special Inspectors Agent for numerous Construction Materials Testing (CMT) projects throughout Florida. He has also managed the materials laboratory in LAW's Orlando office. Mr. Jensen's experience on large projects as the Lead Technician for soils and concrete testing includes: * EPCOT Center, Walt Disney World, FL * Norway Pavilion, Walt Disney World, FL * Universal Studios, Orlando, FL Mr. Jensen's experience as a Threshold Inspector Agent includes: * Universal Studios, Orlando, FL * Travelers Building/Gateway Plaza (17-Story Highrise), Orlando, FL * West Orange Hospital, Ocoee, FL * Fort Widerness Lodge, Walt Disney World, FL

Proposed Project Manager/ Name: H. Mickey Barrett, P.E.
Project Engineer:

1. Project Name: Two Mack Center
Owner: The Mack Company
Reference Name, Address and Phone Number: Mr. Mitchell Hersch, The Mack Company, 370 West Passaic Street, Rochelle Park, New Jersey 07662, (201) 368-0540

Service Fee: $212,000
Service Completion Date: July, 1990

Summary of Work: Mickey Barrett served as project manager for this 28-story, 750,000 square foot office tower and parking facility. Structural elements are cast-in-place, post-tensioned concrete, structural steel and pile foundations.

LAW's services included threshold inspection, soils and concrete testing and structural steel inspections. Mickey managed the threshold inspection, on-site testing personnel and the on-site laboratory. LAW also performed floor flatness quality control.

2. Project Name: Tampa Convention Center
Owner: City of Tampa
Reference Name, Address and Phone Number: Mr. Don Cermeno, City of Tampa, City Hall Place, Tampa, Florida 33602, (813)

Service Fee: $520,000
Service Completion Date: August, 1990

Summary of Work: Mickey Barrett served as LAW's project manager for this 5-story, 950,000 square foot facility. The building structure consisted of cast-in-place concrete, structural steel, precast concrete and driven pile foundations.

LAW provided foundation studies and inspections, construction materials testing and structural steel inspections. Mickey managed a staff of 6 on-site personnel.

3. Project Name: Universal Studios - Florida
Owner: Universal Studios - Florida, MCA
Reference Name, Address and Phone Number: Mr. D. Michael Miller, (305) 592-7275

Service Fee: $1,300,000
Service Completion Date: 1989

Summary of Work: The project included providing threshold inspection on 21 structures which were constructed concurrently. These structures ranged in size from 2 to 5-stories cast-in-place, post-tensioned, structural steel and precast concrete. Total occupied square foot of facilities exceeded $8-million. Mickey Barrett managed the project team which provided threshold inspection, testing and inspection of foundations, soils, concrete (shop and field), structural steel (shop and field), timber and roofing.

LAW provided an on-site laboratory, on-site office facilities and on-site administration with a total staff effort of 44 personnel at peak construction activity.

4. Project Name: Fort Wilderness Resort Hotel
Owner: Disney Development Company
Reference Name, Address and Phone Number: Mr. Frank Zorc, Post Office Box 22771, Lake Buena Vista, Florida 32830, (407) 827-0951.

Service Fee: $200,000
Service Completion Date: On-going - Structure Completed

Summary of Work: Mickey Barrett served as project manager on the 11-story Fort Wilderness Hotel consisting of a 475,000 square foot post-tensioned concrete and steel structure. LAW provided threshold inspection, materials testing, structural steel and roofing inspection.

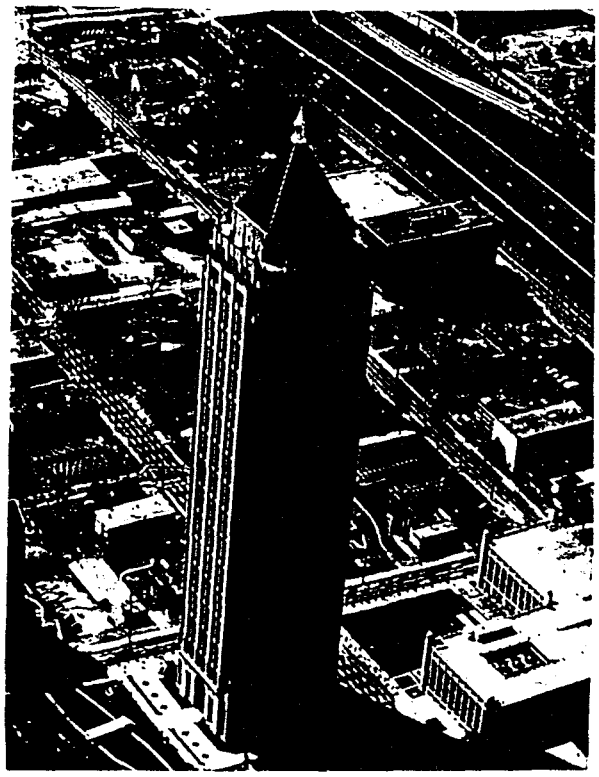
5. Project Name: West Orange Hospital Replacement (Health Central Orlando, Florida)
Owner: West Orange Hospital
Reference Name, Address and Phone Number: Mr. Phill Gregory, 3500 State Road 50, Ocoee, Florida 34761, (813) 379-6104

Service Fee: $180,000
Service Completion Date: April, 1992

Summary of Work: The project consisted of a 6-story, 350,000 square foot medical facility with a cast-in-place reinforced concrete and steel structure. Mickey Barrett served as project manager for the threshold inspection, soils and concrete testing services. LAW also performed floor flatness quality control.

PROJECT PROFILE: IBM Atlantic Center

Location: Atlanta, Georgia
Type: Construction Site
Issue: Foundation Engineering and Construction Materials Inspection and Testing



Situation

The IBM-Atlantic Center Tower was designed and value-engineered with a slip-formed reinforced concrete central core, composite exterior columns and floors for the 50 story 1.1 million square foot structure. This tower was scheduled for completion in a 25 month schedule.

LAW's Response

LAW provided a Registered Professional Engineer, Mr. Jim Ringo, to observe foundations at each column location based on the nature and depth of the rock material encountered. Mr. Ringo's education (MSCE/ geotechnical) and experience with rock conditions in the Atlanta area (13+ years), allowed for on-site evaluation and coordination with the structural engineer. In addition, Law provided a team of engineers and technicians for all other aspects of the tower construction, and structural quality control. This included continuous 24 hour inspection and testing for the fast-track, slip-formed core. This 725 foot tall building core was the tallest under construction in the world at the time.

Client Benefits

The owner benefitted from the presence of a Registered Professional Engineer and veteran of the Atlanta drilled pier foundation construction. A considerable amount of hand rock excavation was eliminated by allowing higher bearing pressures where appropriate (over 125 ksf). The reduction of hand rock excavation in the bottom of the drilled shafts led to substantial savings in foundation costs to the owner. The contractor schedule proceeded quickly with the on-site decision and foundation coordination provided by Law Engineering. The fast tracked pace was maintained with Law's inspection and testing program providing quality inspections and over-sight throughout the entire project.

PROJECT PROFILE: One Peachtree Center

Location: Atlanta, Georgia
Type: Construction Site
Issue: Difficult Subsurface Conditions for Construction of Drilled Piers

LAW provided inspection of the building foundations.

Situation

The 62-Story, One Peachtree Center was designed to be supported by high capacity drilled piers with a bearing capacity of 150 ksf. Soil, rock and groundwater conditions at the east side of the tower necessitated installing bells in rock below the protective casing. In one of these piers, it was not possible to install the bell beneath the casing within a reasonable time frame and cost.

LAW's Response

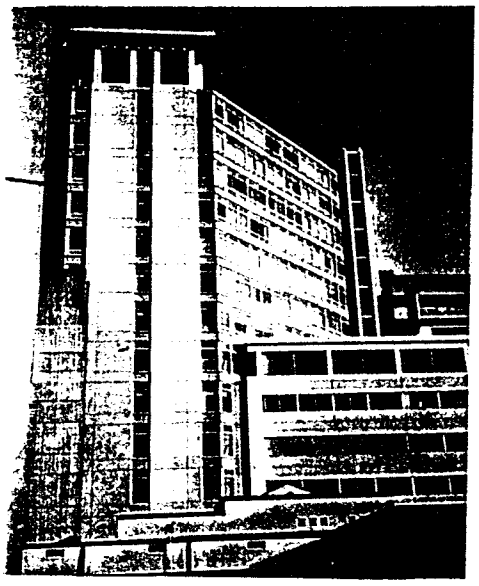
LAW evaluated the rock quality beneath the casing with Mr. George Sowers, our Corporate Geotechnical Consultant descending to the bottom of the caisson to personally observe the conditions. LAW concluded that the drilled pier could be installed as a straight shaft with a bearing pressure of 240 ksf, an unprecedented bearing for rock in the Atlanta area.

Client Benefits

The use of this high bearing pressure, a first for Atlanta, allowed the shaft to be installed with minimal disruption of the construction schedule and with cost savings to the owner, Portman Properties.

PROJECT PROFILE: Emory University Hospital, E-Wing

Location: Atlanta, Georgia
Type: Construction Site
Issue: Minimal Hospital Disturbance and Savings in Drilled Pier Foundation Construction



LAW provided the engineering evaluation of rock conditions at the Emory E-Wing.

Situation

The E-Wing addition the Emory University Hospital needed to be constructed on a very small site with no tolerance for settlement. The site confines required that the 11-floor wing would tie into the existing structure. The hospital environment required that there be no excessive noise, vibrations or any interruption in service during the construction.

LAW's Response

LAW recommended the use of high capacity rock-supported drilled piers which could be installed in conjunction with the scheduled underpinning of the existing structure with a minimum of noise, vibrations and interruptions to hospital services. LAW's project team leader, C.R. Roberts, a Georgia registered Professional Engineer, provided the field inspection of the drilled piers, with on-site, re-design of the building foundations. Mr. Roberts' extensive experience with the drilled pier foundations at this site and in the Atlanta area (26-years with LAW), enabled LAW to provide the highest available safe rock bearing pressure.

Client Benefits

The drilled piers were installed without excessive noise, vibrations or interruptions. The underpinning was conducted concurrently with the drilled pier installation, allowing the contractor to maintain the schedule. LAW's Professional Engineer provided the highest available safe rock bearing pressure at the drilling termination depth. This resulted in the elimination of hand rock excavation many cases and the reduction planned rock excavation in many more. The owner benefitted from a savings to the drilled pier cost. The contractor benefitted from the savings to the project schedule.

INTRODUCTION TO LAW ENGINEERING

Law Engineering was established as an independent testing firm by Thomas C. Law in 1946. As a subsidiary of Law Companies Group, Inc., Law Engineering is recognized as one of the world's largest specialty engineering and environmental consulting firms. The primary service areas include:

- Environmental Assessments and Remedial Design
- Materials Engineering, Assessment and Testing
- Geotechnical Engineering and Drilling
- Facilities Engineering, Operations and Maintenance

Today, LAW has over 5,000 employees and is ranked among the top five percent of consulting firms in the United States, according to the 1993 survey by Engineering News Record.

Based in Atlanta, Georgia, LAW operates a network of over 100 offices across the United States and worldwide. While each office operates within its own market, technical resources and expertise can be brought in to serve many specific needs. This arrangement allows us to provide client access to all available resources.

Throughout our 40+ year history, LAW has developed services to respond to our client's needs. Our multi-disciplinary staff of engineers, geologists, architects, scientists and technicians, combined with a broad base of technological experience, can provide services in the following areas:

- Facilities Engineering
- Mechanical Engineering
- Electrical Engineering
- Air Quality Management
- Construction Management
- Materials Engineering
- Asbestos/Hazardous Materials Consulting
- Hazardous & Solid Waste Management
- Environmental Assessment & Remediation
- Construction Testing and QA Monitoring
- Geotechnical Engineering
- Storage Tank Management and Remediation

In each area, we possess the necessary field and laboratory testing resources.

STATEMENT OF COMPLIANCE

WITH

SOLICITATION FOR OFFERS
MFL 93021

I, Michael V. Sencindiver, [Name of Certifier] as an authorized representative of the offeror listed below, do hereby certify that the proposal submitted in response to Solicitation for Offers MFL 93021 (SFO) on behalf of Keating Development Company, meets or exceeds all of the requirements set forth in the SFO, the Facilities Standards for Public Buildings Service (PBS PQ100.1), and the U. S. Courts Design Guide (Guide), as well as all other applicable codes, standards, handbooks, design guides, etc. set forth in the directives of the SFO.

I further certify and agree that the proposal, as offered, is fully subordinated to the SFO, the PBS PQ100.1, and the Guide, as well as all other applicable codes, standards, handbooks, design guides, etc. set forth in the directives of the SFO, and if at any time during the completion of this contract the proposal is found to be in conflict with the SFO, the SFO shall take precedence over the proposal.

[redacted] (b) (6)

[Signature]

August 16, 1995
[Date]

Michael V. Sencindiver
[Typed or Legibly Printed Name]