

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NO.
10-09-370

PAGE 1 OF

2. CONTRACT NO. NRC-10-09-370	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER 10-09-370	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Matthew J. Bucher Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100	10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100 % FOR: ☐ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS NAICS: 236220 SIZE STANDARD:	☐ EMERGING SMALL BUSINESS ☒ 8(A)
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☒ SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ☐	13b. RATING N/A	14. METHOD OF SOLICITATION ☐ RFQ ☐ IFB ☒ RFP
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15. DELIVER TO U.S. Nuclear Regulatory Commission Attn: Jack Finglass 301-415-3662 Washington DC 20555	CODE	16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100
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17a. CONTRACTOR/OFFEROR CAPITAL BUILDING CORPORATION, INC. CAPITAL MARBLE GRANITE & CERAMIC TILE 1419 KENILWORTH AVE NE STE A WASHINGTON DC 200192741 TELEPHONE NO.	CODE 966777674	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Department of Interior / NBC NRCPayments@nbc.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230	CODE 3100
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER ☐			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The purpose of this Firm Fixed Price (FFP) 8a contract is to procure services and materials associated with renovating the P-1 level of One White Flint North (OWFN). The period of performance associated with this effort shall begin on 30 September 2009 and end on 30 September 2010. The project officer for this effort is Jack Finglass. He can be reached at via phone at 301-492-3662 or via email at Jack.Finglass@nrc.gov. Page two lists a complete breakdown of the pricing related to this project. Attachment (1) Statement of Work Attachment (2) DAS Space Requirements Attachment (3) Security Space Requirements. Attachment (4) Fixed Price Billing Instructions Attachment (5) Wage Determination (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA B&R Number: 94015-5AA303 JC:D2320 B.O.C: 252A APPN:X0200 Obligates Funding: \$512,114.15	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$512,114.15
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☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	☐ ARE ☐ ARE NOT ATTACHED.
☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA	☒ ARE ☐ ARE NOT ATTACHED
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	
29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:	

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Jeffrey L. McDermott Contracting Officer
30c. DATE SIGNED	31c. DATE SIGNED 9/25/09

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2005)
Prescribed by GSA - FAR (48 CFR) 53.212

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

SEP 29 2009

ADM002

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Approved Design for P-1 Level (Task 1) (Design to be delivered 30 Days A.R.O)	1	Lot	35,895.11	\$35,895.11
0002	Construction (consists of the Labor and Materials associated with performing the work)	12	Months	39,684.92	\$476,219.04

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT
FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL

☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

(End of Addendum to 52.212-4)

A.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2009)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combatting Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☐ (4) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (MAR 2009) (Pub. L. 111-5).

☐ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

☐ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (7) [Reserved]

☒ (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-6.

- ☐ (iii) Alternate II (Mar 2004) of 52.219-6.
- ☐ (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☒ (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ☐ (13) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- ☒ (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- ☒ (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).
- ☒ (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- ☒ (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- ☒ (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

[X] (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

[] (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

[] (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

[] (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

[] (ii) Alternate I (DEC 2007) of 52.223-16.

[] (31) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

[] (32)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53 and 109-169, 109-283, and 110-138).

[] (ii) Alternate I (Jan 2004) of 52.225-3.

[] (iii) Alternate II (Jan 2004) of 52.225-3.

[] (33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[X] (34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

[] (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

[] (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[] (38) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[X] (39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

[] (40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

[] (41) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

☐ (42) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class

Monetary Wage-Fringe Benefits

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

☐ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

☒ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals

under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JAN 2009)

(xiii) 52.226-6, Promoting Excess Food Donataion to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

A.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration.

A.4 52.219-17 SECTION 8(a) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the Nuclear Regulatory Commission the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Nuclear Regulatory Commission Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Nuclear Regulatory Commission.

52.204-9

PERSONAL IDENTITY VERIFICATION OF
CONTRACTOR PERSONNEL

SEP 2007

A.5 52.222-6 DAVIS-BACON ACT (JUL 2005)

(a) Definition.--Site of the work--(1) Means--

(i) The primary site of the work. The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) The secondary site of the work, if any. Any other site where a significant portion of the building or work is constructed, provided that such site is--

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided--

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the "primary site of the work" as defined in paragraph (a)(1)(i), or the "secondary site of the work" as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b)(1) 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, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) 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 (e) 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.

(3) 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.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

A.6 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

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

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective--

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

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

A.7 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.arnet.gov/far>

A.8 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond \$512,114.15. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond \$512,114.15, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

A.9 2052.204.70 SECURITY (MAR 2004)

(a) Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD 12.1, "NRC Facility Security Program;" MD 12.2, "NRC Classified Information Security Program;" MD 12.3, "NRC Personnel Security Program;" MD 12.4, "NRC Telecommunications Systems Security Program;" MD 12.5, "NRC Automated Information Systems Security Program;" and MD 12.6, "NRC Sensitive Unclassified Information Security Program"), apply to performance of this contract, subcontract or other activity. This MD is incorporated into this contract by reference as though fully set forth herein. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (e.g., Safeguards), access to sensitive Information Technology (IT) systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants.

(b) It is the contractor's duty to protect National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for protecting National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, safeguards information, or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93.579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The contractor will not directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

(d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security (DFS) and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

The contractor agrees to comply with the security requirements set forth in NRC Management Directive 12.1, NRC Facility Security Program which is incorporated into this contract by reference as though fully set forth herein. Attention is directed specifically to the section titled "Infractions and Violations," including "Administrative Actions" and "Reporting Infractions."

(e) Definition of National Security Information. The term National Security Information, as used in this clause, means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.

(f) Definition of Restricted Data. The term Restricted Data, as used in this clause, means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

(g) Definition of Formerly Restricted Data. The term Formerly Restricted Data, as used in this clause, means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.

(h) Definition of Safeguards Information. Sensitive unclassified information that specifically identifies the detailed security measures of a licensee or an applicant for the physical protection of special nuclear material; or security measures for the physical protection and location of certain plant equipment vital to the safety of production of utilization facilities. Protection of this information is required pursuant to Section 147 of the Atomic Energy Act of 1954, as amended.

(i) Security Clearance. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

(j) Criminal Liabilities. It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

(k) Subcontracts and Purchase Orders. Except as otherwise authorized in writing by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

(l) In performing the contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, and equipment must provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

A.10 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that the individual has been approved for unescorted access after a favorable adjudication from the Security Branch, Division of Facilities and Security (SB/DFS).

In this regard, all contractor personnel whose duties under this contract require their presence on site shall be clearly identifiable by a distinctive badge furnished by the NRC. The Project Officer shall assist the contractor in obtaining badges for the contractor personnel. All contractor personnel must present two forms of Identity Source Documents (I-9). One of the documents must be a valid picture ID issued by a state or by the Federal Government. Original I-9 documents must be presented in person for certification. A list of acceptable documents can be found at http://www.usdoj.gov/crt/recruit_employ/i9form.pdf. It is the sole responsibility of the contractor to ensure that each employee has a proper NRC-issued identification/badge at all times. All photo-identification badges must be immediately (no later than three days) delivered to SB/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must display any NRC issued badge in clear view at all times during on site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the protection of any Government records or data that contractor personnel may come into contact with.

A.11 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004)

(a) The contracting officer's authorized representative hereinafter referred to as the project officer for this contract is:

Name: Jack Finglass

Address: Twinbrook Building
12300 Twinbrook Parkway
Rockville, MD 20852

Telephone Number: 301-492-3662

(b) The project officer shall:

- (1) Monitor contractor performance and recommend changes in requirements to the contracting officer.
- (2) Inspect and accept products/services provided under the contract.
- (3) Review all contractor Invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.
- (4) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(c) The project officer may not make changes to the express terms and conditions of this contract.

*To be incorporated into any resultant contract

A.12 BRIEF DESCRIPTION OF WORK (MAR 1987)

This project will consist of refurbishing the print shop area, completely remodeling the supply store, consolidating the security area, and adding a public break room for P-1 level staffers.

A.13 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)

The firm fixed price of this contract is \$512,114.15.

A.14 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (JUL 2007)

The Contractor shall ensure that all its employees, subcontractor employees or consultants who are assigned to perform the work herein for contract performance for periods of more than 30 calendar days at NRC facilities, are approved by the NRC for unescorted NRC building access.

The Contractor shall conduct a preliminary federal facilities security screening interview or review for each of its employee, subcontractor employee, and consultants and submit to the NRC only the names of candidates for contract performance that have a reasonable probability of obtaining approval necessary for access to NRC's federal facilities. The Contractor shall pre- screen its applicants for the following:

(a) felony arrest in the last seven years; (b) alcohol related arrest within the last five years; (c) record of any military courts-martial convictions in the past 10 years; (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of narcotics or other controlled substances in the last seven years; (e) delinquency on any federal debts or bankruptcy in the last seven years.

The Contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the applicant verify the pre-screening record or review, sign and date it. Two copies of the pre-screening signed record or review shall be supplied to FSB/DFS with the Contractor employee's completed building access application package.

The Contractor shall further ensure that its employees, any subcontractor employees and consultants complete all building access security applications required by this clause within ten business days of notification by FSB/DFS of initiation of the application process. Timely receipt of properly completed records of the Contractor's signed pre-screening record or review and building access security applications (submitted for candidates that have a reasonable probability of obtaining the level of security clearance necessary for access to NRC's facilities) is a contract requirement. Failure of the Contractor to comply with this contract administration requirement may be a basis to cancel the award, or terminate the contract for default, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the Contractor. In the event of cancellation or termination, the NRC may select another firm for contract award.

A Contractor, subcontractor employee or consultant shall not have access to NRC facilities until he/she is approved by FSB/DFS. Temporary access may be approved based on a favorable NRC review and discretionary determination of their building access security forms. Final building access will be approved based on favorably adjudicated checks by the Government. However, temporary access approval will be revoked and the Contractor's employee may subsequently be denied access in the event the employee's investigation cannot be favorably determined by the NRC. Such employee will not be authorized to work under any NRC contract requiring building access without the approval of FSB/DFS. When an individual receives final access, the individual will be subject to a review or reinvestigation every five years.

The Government shall have and exercise full and complete control and discretion over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract at NRC facilities for a period of more than 30 calendar days shall be required to complete and submit to the Contractor representative an acceptable OPM Form 85P

(Questionnaire for Public Trust Positions), and two FD 258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the FSB/DFS, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U. S. Citizenship and Immigration Services. Any applicant with less than two years residency in the U. S. will not be approved for building access. The Contractor shall submit the documents to the NRC Project Officer (PO) who will give them to FSB/DFS.

FSB/DFS may, among other things, grant or deny temporary unescorted building access approval to an individual based upon its review of the information contained in the OPM Form 85P and the Contractor's pre-screening record. Also, in the exercise of its authority, the Government may, among other things, grant or deny permanent building access approval based on the results of its review or investigation. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the NRC work sites for an extended period of time during the term of the contract. In the event that FSB/DFS are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the Contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The Contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

CANCELLATION OR TERMINATION OF BUILDING ACCESS/ REQUEST

The Contractor shall immediately notify the PO when a Contractor or subcontractor employee or consultant's need for NRC building access approval is withdrawn or the need by the Contractor employee's for building access terminates. The PO will immediately notify FSB/DFS (via e-mail) when a Contractor employee no longer requires building access. The Contractor shall be required to return any NRC issued badges to the Project Officer for return to FSB/DFS within three days after their termination.

(End of Clause)

A.15 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

 United States Nuclear Regulatory Commission	SCOPE OF WORK
	Project Name: P1 Space Optimization Project, Phase 3
	Date: August 4, 2009
	Project Manager: Jack Finglass, NRC
	Approver: Mark Lombard, ADM/ADSC Associate Director
Approver's Signature:	

PROJECT HISTORY

Due to the successful efforts of the Nuclear Regulatory Commission (NRC) to increase staffing levels, the Office of Administration needed to optimize the space available on the P1 level of the One White Flint North (OWFN) building. The P1 Space Optimization project started in 2006. Originally, the renovation area consisted of the mailroom, print shop, supply store, and security area. With subsequent changes in the White Flint Complex, the renovation needed to include all of the areas listed above plus the document processing center (DPC), graphics, front offices, and break room. Due to budget constraints, and an unexpected but necessary electro-magnetic field (EMF) shielding project, the project was split into three phases. Phase 1 of the renovation project included the DPC area, graphics, front offices, part of the mailroom area and the EMF shielding project. Phase 2 consisted of a complete remodel of the mailroom and minor reconfigurations in the graphics area and front office area. Phases 1 and 2 are now complete.

Phase 3 of the project will consist of refurbishing the print shop area, completely remodeling the supply store, consolidating the security area, and adding a public break room for P1 level staffers.

PROJECT OBJECTIVES

The NRC has a need to complete Phase 3 the renovation of the P1 level of OWFN building located at 11555 Rockville Pike, Rockville, Maryland. (GSA owned building). The objective is to take an existing industrial space and make it consistent with an office environment. The areas included in this project are the print shop, supply store, security area, and break room; roughly 10,000 square feet. The scope of work (SOW) shall include design, demolition and construction. There will be extensive mechanical and electrical work. The existing flooring, shelving, and some walls will need to be removed and/or patched and painted. Since these areas contain critical operations that service the entire agency, the operations will need to continue normal operation throughout the renovation process. Therefore, all work shall be completed during nights and weekends. Work shall begin on or about September 30, 2009, and be completed in accordance with agreed upon schedules but no later than September 30, 2010. The intent of this SOW is not to provide all the details of design and installation, but general guidelines to show locations, functional requirements and basic design needs.

The General Contractor will be issued two tasks. The first task shall include: studying existing conditions, providing NRC with a cost proposal, and creating construction documents (CDs). The contractor shall use previously developed and NRC provided CDs along with input from the project manager and end user(s) to develop final CDs. The second task shall be to complete demolition and construction of the designated areas.

TASK 1: DESIGN

1.1 Study and Document Existing Conditions

Contractor shall utilize the previously developed CDs along with walk downs of the subject area of the P1 level to establish a basis of the mechanical, electrical, plumbing, sprinkler system, walls, ceilings and floors of the

subject OWFN P1 locations. The Contractors/Architects' observations and recommendations shall be discussed at meetings between the NRC project manager and the General Contractor and documented in a report detailing the "Existing Conditions" of the P1 level. It is anticipated that meetings will be held at least weekly throughout the project.

1.2 Design Development

Contractor will utilize information from Task 1.1 along with input and NRC comments received by email, written hard copy, and gathered by Contractor in meetings with the NRC project manager and end user(s) to develop a reconfiguration design, construction schedule, and cost proposal to be submitted to the NRC for review and approval. The contractor shall provide NRC with CDs at 50% and 95%. NRC and the General Contractor will meet to review and finalize the CDs. NRC will provide comments at the 50% and 95% stages within one week of receipt from the Contractor.

1.3 Final Construction Documents

The final 100% CDs shall incorporate/resolve all NRC comments and include all necessary provisions and specifications for demolition and construction. All materials and finish selections shall be made available for NRC's review and acceptance. Within five business days after NRC's final approval, the General Contractor shall provide NRC with three hard copies and one electronic copy (pdf file) of the 100% CDs.

TASK 2: CONSTRUCTION

2.1 Schedules and Work Plan

Upon approval of the design by NRC, the General Contractor shall provide a detailed construction schedule for NRC's review and acceptance. The proposed schedule shall identify all material and equipment delivery schedules (specifically identifying long lead time items), installation schedules and testing and commissioning periods. A plan of work shall also be submitted for approval identifying hours of work, access requirements and staging areas. All required building systems interruptions shall clearly be identified and be kept to a minimum. These interruptions shall be planned for evening and weekend work and must be approved at least three business days in advance, with proper documentation, by the NRC Facilities Management Branch in the Division of Facilities and Security.

2.2 Construction

Construction and installation shall be accomplished in a seamless manner, according to current industry codes, NRC requirements, and approved schedules and plans of work. Special attention shall be paid to minimize interruptions of operations. All work shall follow industry standard practices and shall not create a hazardous environment for the building and its occupants.

SPECIAL REQUIREMENTS

- Existing Site Conditions and Restrictions: All site visits and work must be coordinated through the NRC Associate Directorate for Space Planning and Consolidation (ADSC), Space Acquisition and Consolidation Branch (SACB) or Space Design Branch (SDB). Contact: Primary: Jack Finglass, **Jack.Finglass@nrc.gov**, or 301-492-3660; Secondary: Latricia Debnam, **Latricia.Debnam@nrc.gov** or 301 492-3654; Alternate: Bill Harris, **William.Harris@nrc.gov** or 301 492-3651.
- NRC Furnished and installed items: Certain security equipment and locking systems.
- Pre-Construction Conference: To be coordinated by the ADSC/SACB office with attendance by NRC; the Contractor; and Contractor's architect, engineers, contractor, and major subcontractors.
- Progress Meetings: Once a week; attendance by NRC, Contractor, and applicable subcontractors.

- The working hours for demolition and construction of walls, doors, and flooring, etc. are after 6:00 p.m., before 6:00 a.m. and all weekend.
- Any work which would create loud noises, require bypass of fire alarm system, or potentially create a hazardous condition shall be coordinated with NRC at least three business days in advance.
- Material and Payment Bond: AIA A311-1970, Performance Bond and Labor and Material Payment Bond.
- Contractor shall recycle all removed items to the maximum extent reasonable.
- General Conditions, contract forms, and project specific requirements shall be provided by NRC.

GENERAL CONDITIONS

Proposed Work Schedule:

The Contractor shall submit a work schedule to the NRC Project Officer which provides a detailed sequence of the overall project operations, including a proposed start-up date for the project and a projected completion date for all work. **In order to allow for project coordination, this report shall be provided to the Government at least 72 hours prior to commencing any work on this project and NRC approval obtained prior to starting work.** The NRC must be notified immediately if any usage of certain substances will impact the project schedule. Changes to the schedule must be made accordingly.

Period of Performance:

The period of performance will commence on the effective date of this contract and will continue for a period of 1 year.

Standards of Conduct:

The Contractor shall be responsible for maintaining satisfactory standards of employee conduct and integrity during the performance of this contract.

Accessibility and Recording Presence:

The facility will be occupied during the performance of the work. The Contractor shall be expected to coordinate his work with others using the premises and other contractors.

The Contractor shall submit in writing, all names, date of birth, and social security numbers of personnel scheduled to work on the site prior to gaining access to the WFC. Each contract employee shall sign in when reporting for work each day and when leaving at the end of the day. The NRC Form 205 will be used for this period and is located at the Security Station in the lobby of One and/or Two White Flint North. Contractor access badges shall be worn in such a manner that is clearly visible at all times when workers are within the building. Badges cannot be taken from the building when leaving for any reason. The Government reserves the right to deny access to the building and terminate access to Contractor employees, as it deems appropriate, which would be in the best interest of the Government.

Site Investigation and Conditions at the Work Site:

It shall be the responsibility of the Contractor to inspect the site, determine the quantity of work involved, and compare the specifications with the work to be done. The Contractor shall verify all information shown on the drawings (if applicable) at no additional cost to the Government. Failure to do so will in no way relieve the Contractor from furnishing any materials or performing any work that may be required to carry out the work in accordance with the SOW.

Liability:

The Contractor shall, without additional cost to the Government, be responsible for obtaining insurance that is currently in force throughout the duration of this contract. The insurer and Contractor shall save, keep harmless and indemnify the Government against any and all liability claims and/or loss of any kind and nature for injury or death to a person or persons, loss or damage to property, Government or otherwise, occurring in connection with or incidental to, or arising out of the occupancy, use, service, operation of equipment, etc., or

performance of work in connection with this contract from the omissions or from negligent acts of the Contractor.

Contractor Inspection:

The Contractor shall inspect the quality of work being performed to assure that the scope of services requested in the contract is being accomplished in the manner as described in the SOW of the contract/individual task order.

Government Inspection and Acceptance of Services:

The Government will inspect all services requested in the contract at various times. These inspections will be performed in such a manner that will not unduly interfere or delay the work that is being performed by the Contractor. If any of the requirements of the contract do not conform to the terms and conditions, the Government may require the Contractor to correct such deficiencies at no additional cost to the Government. If such deficiencies cannot be corrected by the Contractor, the Government may correct the deficiencies and deduct the costs from the amount of the contract and/or terminate the contract for default.

Housekeeping:

The Contractor and its workers shall clean up after themselves each night, dispose of any trash and leave the work site in a safe condition in the same overall condition that Contractor found it at the beginning of the work period. All debris and dirt shall be removed from the work area daily and disposed of off-site in the Contractor's furnished containers. Upon completion of work, the Contractor shall leave the premises in a clean condition. **Unless otherwise specified, all materials and equipment removed shall remain the property of the Government.** When the removed materials and equipment are specified as Contractor property, the Contractor shall remove them from the job site. The Contractor is not allowed to use Government trash dumpsters or compactors.

Contractor Supervision:

The Contractor shall arrange for satisfactory supervision of the work described in this contract. The Contractor or supervisor shall be available at all times when the contract work is in progress, to receive notices, reports, or requests from the Contracting Officer or his or her representatives. It is the policy of the NRC not to directly or indirectly exercise direction or supervision of the Contractor's employees and/or subcontractors.

The NRC is not responsible for tools or equipment left on the job site after the end of a work period.

Workmanship:

The Contractor shall furnish all supplies, materials, and equipment necessary for the performance of the work described in the Statement of Work unless otherwise specified. Materials and supplies to be used shall be commercially available products from reputable manufacturers or suppliers. Upon request, the Contractor shall submit to the Project Officer a list giving the name of the manufacturer, the brand name, and the intended use of each of the materials that is being proposed to be used in the performance of the work. The Contractor shall not use any material which the Project Officer determines would be unsuitable for this purpose, or harmful to the surfaces to which applied or to any other part of the building, its contents, or equipment.

All work under this contract shall be performed in a skillful and professional manner and shall be in compliance with all laws, ordinances and regulations (Federal, State, County, City or otherwise).

Except as otherwise provided in the SOW, no charge for extra work or materials will be allowed unless ordered, in writing by the Contracting Officer, and the price stated in such modification.

Unless otherwise specified in the SOW, the Contractor guarantees all work to be in accordance with contract requirements and free from defective or inferior materials, equipment and workmanship.

The Contracting Officer may require, in writing, that the Contractor remove from the project any employee the Contracting Officer deems incompetent, careless or otherwise objectionable. The Contractor shall promptly repair all damages caused to adjacent areas which resulted from negligence on the part of the Contractor.

Safety and Hazardous Material Handling:

The delivery and storage of materials and equipment and accomplishment of all work shall be made with a minimum of interference to Government operations and personnel.

The Contractor shall take every precaution to prevent fires during the performance of this work. Smoking in the buildings and/or at the loading docks is prohibited.

The Contractor shall exercise every precaution to prevent accidents of all kinds from occurring during the performance of all work specified in this contract. The Contractor shall also comply with all OSHA and EPA regulations as they may apply to all the work requested by the Government.

Parking:

The contractor may use the loading docks located at the rear of One White Flint North and Two White Flint North, which are accessible by a service drive, when unloading materials/equipment. **No vehicles shall be left parked at the loading dock after loading or unloading.** Limited parking on site may be available for contractors between the hours of 6:00 p.m. and 2:00 a.m., Monday through Friday, and 7:00 a.m. through 7:00 p.m. on weekends.

Government Furnished Property:

The Contractor may have use of the freight elevator on specific times which shall be coordinated with the NRC Project Officer.

DELIVERABLES

Material Safety Data Sheets:

The Contractor shall provide material safety data sheets to the NRC Project Officer for review and approval by NRC's Safety and Health Representatives prior to starting any work on this project. The contractor shall be aware that use of certain substances may require the ventilation of areas, which may impact the schedule.

As-Built Construction Documents:

The Contractor shall provide five complete sets of final As-built Construction Documents, two electronic copies (dwg and pdf file) to NRC within 30 days of project completion.

END OF SECTION

September 2, 2009

DIVISION OF ADMINISTRATIVE SERVICES OWFN P-1 LEVEL, PHASE #3 SPACE REQUIREMENTS

General

The Division of Administrative Services P-1 Operations Center (DASOC) is located at OWFN P-1 level, and covers roughly over one-half the entire square footage area of the floor.

The DASOC performs a number of functions that are critical to supporting the NRC's common support functions, including: the mail room; printing; copy & graphic services center; copy center; supply center; and graphics production. Many times, the DASOC may operate after normal business hours. During this project, which will need to be phased, there must be no break in normal business operations for any of the DAS space involved in the P-1 Level, Phase #3 Project (P-1#3).

Design Principles

The principle rationale for exchanges of spaces and functions outlined in this SOW and preliminary sketch floor plans developed with the joint collaboration of the user (DAS), the designated design/build contractor, and the NRC Project Manager, is to allow DAS management to better manage the work flow and functions of their spaces, in order to successfully undertake their mission.

"Excellent ambiance" for the customer, is the overall design goal of the project. These refurbished and newly created areas must present a professional face to DAS customers as they enter each customer service area. They must exhibit the highest standards in design, graphics, furnishings, & color pallet available within budget.

DAS desires the elimination of long supply routings to its customer contact points, which are unattractive and unusually destructive to the physical fabric of the space. Therefore, the location of the direct customer service areas should be as close to the initial point of the supplies entry into OWFN (the loading dock) as possible.

Ease of Communication

A public address system to connect managers' offices and work shop areas will be repaired/replaced/created to facilitate direct and speedy communications within these large spaces.

User Concerns to be Addressed Under Task #1

Some basic concerns that must be addressed during the development of Task #1 (design) and Task #2 (construction) include:

1. Generally poor condition of all finishes in the Phase #3 area;
2. The lack of adequate air flow in the current floor plan design, and the required reconfiguration of those systems as functions of spaces change under the new design scheme.
3. The issue of frequent electrical power fluctuations must be addressed.
4. Effective lighting for work areas and offices, & inviting, creative lighting to accentuate customer service areas is required.
5. A more customer oriented, service friendly, professionally appearing space & atmosphere must be created in the DAS space.
6. VCT floors shall be replaced.
7. All walls surfaces subject to cart traffic will be hardened to resist that type of damage and corners shall be protected as well.
8. Where carpeting is required, heavy-duty carpet square tiles shall be used.
9. DAS/contractor shall consult with NRC SEC to determine effective individual door entrance security systems for the P-1#3 Project area.

The Current Mailroom and Ancillary Function Areas of P-1#2

This area is to be reprogrammed to serve as the new Supply Store.

The current Mailroom functions will be removed to a NRC warehouse.

The current Mail X-Ray Area will become the **Pre-Stage Supply Area**. The front doors will be double doors – all other walls and doors will remain the same. The floor shall be VCT.

The room behind the guard's station shall be the **Reception Area for the new Supply Store**; the front door shall be changed as noted. There will be a reception area & desk constructed using new custom systems furniture supplied and constructed by NRC. This furniture (as all systems furniture will be new, with upgraded finishes) shall be designed in consultation between DAS and Joanna Lilley, the NRC systems furniture manager. The supply store shall be carpeted (all carpeting in this phase of the work is envisioned to be carpet square tiles, the design of which will be designated by the NRC interior design staff.

The Current Graphics Center will serve as the Mail Services Center

There will be a double door into the area that now serves as the graphics area. There will be a customer service counter and the elimination of the wall between this area and the office areas behind that will now serve as the **Mail Processing Area**. These areas will have a VCT floor and the eye-level windows will be eliminated. There will be a new key-carded single door installed from the service hallway into the area of the Mail Supervisor. Staff lockers will be placed on the wall outside his offices. The **Mechanical Room** is outside scope of this work.

The shared workstations of the mail and copy center shall be retained as is. The doorway into these spaces shall be re-hung with reverse hinges. All exterior corridor walls in this interior space shall be hardened. All lighting and fixtures shall be upgraded throughout these spaces. **The Printing/Graphics Branch Chief's Office** shall be in the space bordering to the rear of the elevators. The small office in front of the chiefs shall have its walls removed. The double door at the end of the hallway to this area shall be removed. All walls in this area shall be hardened to 36" and color coded to match functional areas throughout the design.

Print shop Area Open Work Areas

These areas shall have all new VCT, new lighting and color pallet. DAS will be responsible for moving any and all equipment and staging this work to insure continuity of all services. DAS will also bear the cost of this work. The present hallway walls from the bend of the corridor through to the emergency exit stairway shall be removed. All the walls around the emergency exit stairway shall be hardened and all corners protected. The demountable wall from the emergency exit stairwell to the NUREG Archives shall be removed. New metal shelving shall be placed from the Graphic Employees Workstation Area to along the NUREG Archives rear wall.

The small room on the northeast wall of the print shop area will become the new **CD/DVD Production Room** with double doors for entry and a small employee break room designed for the southeast corner of that area with a sink at the current location, a refrigerator, microwave oven, counter space with places for benches. **The Secure Copying Room** will fill out the rest of this space.

The New Graphics Design and Customer Service Offices Area

The current Supply Store Area will become the new **Graphics Design and Customer Service Offices Area**. There will be a new storefront double-door glass entry into this area at the P-1 hallway, close to the current entrance. A glass storefront with appropriate graphic seal denoting the function of the space will continue from the double doors to the beginning of the ramp in the hallway. A custom systems furniture customer service counter will be constructed to greet customers as they enter the space. A glass conference room will be created behind this area so the customer(s) can meet with graphics management and staff to layout the requirements.

Extant systems furniture will be removed from this area, some existing walls will be removed. Double doors will be placed between the **Graphics Production Area** and the **Graphics Employee Work Station Area**.

Additional Guidelines to be Included:

1. Under Task#1 of the contract, all drawing measurements shall be exactly confirmed at the 50% drawings/specs completion point.
2. All signage shall be uniform to the new OWFN graphic standards being developed. All storefront glass entrances shall be labeled with graphic filming logos as supplied by NRC.

3. Accent lighting shall be designed into the overall design scheme, particularly in areas where the customer interfaces with the service staff & their management.
4. All functional areas shall be color coded to allow staff, customers and guests to the spaces to understand where they are at all times to eliminate confusion.
5. All VCT is to be replaced with color used as appropriate to do so.
6. Acoustical ceiling tiles shall be replaced as required with color used as appropriate to designate certain mechanical/electrical functions or required entry areas.
7. The phasing of the work is extremely important to ensure the continuing operation of all functions currently housed in the designated functional areas. The Mail Area should be dealt with first in the "construction phasing schedule."

Security Operations Center Space Requirements

General

The Security Operations Center (SOC) is located at OWFN P1-34. The SOC performs a number of functions that are critical to supporting NRC's common defense and public health and safety mission. The SOC operates 24 hours per day, 365 days per year. NRC's security, alarm and surveillance systems are monitored from this location and it is also a hub for communications pertaining to all manners of incidents and emergencies that may occur at NRC facilities. Additionally the NRC guard force operates and maintains offices from this location.

Some concerns that should be addressed during the construction include the generally poor condition of the finishes in the space, the apparent lack of conditioned air flow, and frequent electrical power fluctuations.

The renovated Security Operations Center must accommodate the following essential functions.

1. Guard Force Operations

The Guard Force Operations Area supports functions essential to managing the security force. This area includes the following components:

1.1. Security Project Manager Office

The project manager controls all administrative and operational functions of the guard force. Office space will be needed to conduct personnel evaluations, counseling sessions, and to craft operational policies and directives. This should be an enclosed office with enough space to conduct small meetings with up to two subordinates. The area supports a desk, workstation PC, Fax/Copy/Printer, telephone and related office equipment. Space is needed to support (2) large five drawer file cabinet to house employee personal records and training files. Ideally, the desk should be adjacent to the shift supervisor's area.

Recommended size—110-120 sf

1.2. Shift Supervisors Desk

This area supports a desk, workstation PC, printer, telephone and related equipment essential to the shift supervisor's management of the officers, and response to any incidents. The desk should be adjacent to the assembly area.

Recommended size—80 sf

1.3. Security Desk/Report Station

This area supports a desk, workstation PC, printer, telephone and related equipment used to support the roving patrol officers. This space is needed for the rover to complete incident reports, and required post logs; to include duty logs, building check reports, and signing in/out on the Guard Tracking System (GTS). The desk should be adjacent to the shift supervisor and assembly areas.

Recommended size—65 sf

1.4. Assembly/Reception Area

During shift changes there are 15-25 security officers transitioning from post to post. The guard force must log their equipment transfers, NRC sign-in records, and WSI time entry sheets. The current area accommodates the large volume of officers at the same time and allows them to accurately complete their required forms in a timely manner. The area is also used for briefings and staff interaction with the security force. The counter space in the area supports the transition of (15 -25) officers signing in on contract required NRC sign-in records, WSI timesheets, and equipment logs.

Recommended size—100 sf

1.5. Equipment/Weapons Area

The equipment room is needed to safely issue (15) armed guards weapons and radios. The current counter space is adequate for the guard force to sign and register their weapons and radios before reporting to post. This space stores (52) weapons, a clearing trap, (32) radios and spare batteries, (2) large multi-chargers, posts equipment boxes, bullhorns, and miscellaneous items. The space also allows the guard force counter space to clean and maintain these weapons, store practice ammunition, targets, and cleaning supplies. Although they are currently collocated, it is desirable to have separation between the areas for the weapons and other equipment. The walls near the weapons area should be clad with ballistic resisting materials.

Recommended size—120 sf if collocated,
or 80 sf enclosed area for weapons and 60 sf open area for other equipment.

1.6. Locker Rooms

Separate locker rooms are needed to accommodate 65 male and 15 female security officers.

1.7. Guard Break Room

The guard force is a 24/7/365 operation. A small break room is needed to provide and area for breaks and meals during hours when the cafeterias are closed. The area should accommodate 2 4-person tables, sink, cabinets, microwave and refrigerator.

Recommended size—150 sf.

1.7.1. Comments on proposed shared break room

The current P1 renovation drawings indicate that an area of approximately 900 sf may be taken from the security area to provide a shared staff break room. The area being removed from security includes the current shift supervisor's area, assembly area, security desk and classified waste storage. Loss of this much space in the midst of the SOC would be detrimental to the security operation, and it is generally problematic to merge security operations space with space for other (unrelated) organizations, due to the sensitivity and urgency of the functions supported by a security operation. A small separate break area for the guard force is necessary for the reasons stated above in section 1.7. If a break area is needed for other organizations on the P1 level, an alternate location is recommended.

2. Badging Area*

This area supports (3) desks, (3) PC's, (2) printers, (2) telephone lines, (1) server, (1) Fax/Copy/Printer, and related equipment essential to supporting badge production operations. Cabinet space is needed to store and archive badging records and PERSEC forms.

PC #1 – Connected to the NRC network used for IPSS and email operation, connected to stand-alone printer.

PC #2 – Access Vision used for badge production, connected to key card production printer.

PC #3 – Host computer used to monitor alarms, badge activity, and controls card readers, connected to stand-alone printer.

Recommended size—120 sf

*Most badging functions will ultimately transfer from the guard force to NRC personnel due to HSPD-12 requirements by June of 2010. The badging system in this area will eventually be downsized and used only to produce visitor badges.

3. Classified Waste Storage

A larger secure storage area is needed to support the security function of classified waste collection, storage and destruction. This function has expanded significantly with the addition of new NRC personnel and facilities. The collected material is stored onsite until it can be transported for destruction. The small storage area within the existing space holds about 80 boxes, and we currently handle about 280—300 boxes of material each week, so boxes of material are stacked in other locations within the security area (e.g. the CAS, gun room and badging area) until they can be destroyed. These expanded requirements were not known when the P1 project was planned. The classified waste storage room should be adjacent to the P1 corridor to facilitate loading and unloading of the boxes.

Recommended (minimum) size—225 sf

4. NRC Archived Documents

NRC requires the guard force to maintain an archive of agency records pertaining to safe check sheets, visitor logs, property passes, vendor logs, public meeting logs, and employee afterhours logs. These documents are required to be stored for (3) years, however, the OIG has requested that the guard force store these documents for (5) years to support ongoing investigations. In order to accomplish this task, we currently use (9) five drawer storage cabinets that are labeled by year and month for ease of searching. Please note that the current space is not adequate enough to house these documents for the required time frame. Additional space will be needed.

5. Central Alarm Station (CAS)

The CAS performs the critical function of continuously monitoring alarms, access controls and CCTV cameras for the headquarters complex. The CAS is also the hub for myriad communications including emergencies and incident response. The size of the existing CAS area is adequate for our needs; however some of the equipment and console layout are dated. The NRC Facilities Security Branch has initiated a separate project to update the console and some of the equipment. Coordination will be required to ensure synergy, rather than conflict occurs between these separate efforts. A critical concern is power conditioning and backup power requirements for the CAS. We currently experience surges and momentary outages that cause problems with our equipment.

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS (October 2003)**

General: The contractor is responsible during performance and through final payment of this contract for the accuracy and completeness of the data within the Central Contractor Registration (CCR) database, and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data. The contractor shall prepare vouchers or invoices as prescribed herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICES AS IMPROPER.**

Form: Claims shall be submitted on the payee's letterhead, voucher/invoices, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet." These forms are available from the U.S. Government Printing Office, 710 North Capitol Street, Washington, DC 20401.

Number of Copies: An original and three copies shall be submitted. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/Invoices shall be submitted to the following address:
U.S. Nuclear Regulatory Commission
Division of Contracts - T-7-I-2
11555 Rockville Pike
Rockville, MD 20852

A copy of any invoice which includes a purchase of property valued at the time of purchase at \$5000 or more, shall additionally be sent to:

NRC Property Management Officer
Administrative Services Center
Mail Stop - T-7-D-27
Washington, DC 20555-0001

HAND-DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY THE NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail service or special delivery service which uses a courier or other person to deliver the vouchers/invoices in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U.S. Nuclear Regulatory Commission
One White Flint North - Mail Room
11555 Rockville Pike
Rockville, MD 20852

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts.

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26 or Block 25 of the Standard Form 33, whichever is applicable.

Frequency: The contractor shall submit a voucher or invoice only after the NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
2. Contract number.
3. Sequential voucher/invoice number.
4. Date of voucher/invoice.
5. Payee's name and address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
6. Description of articles or services, quantity, unit price, and total amount.
7. For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
8. Weight and zone of shipment, if shipped by parcel post.
9. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
10. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
11. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

Davis-Bacon Act

General Decision Number: MD080056 09/11/2009 MD56

Superseded General Decision Number: MD20070056

State: Maryland

Construction Type: Building

County: Montgomery County in Maryland.

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

Modification Number	Publication Date
0	02/08/2008
1	03/28/2008
2	04/04/2008
3	05/02/2008
4	05/30/2008
5	06/20/2008
6	07/04/2008
7	08/15/2008
8	09/05/2008
9	09/12/2008
10	11/07/2008
11	12/19/2008
12	01/02/2009
13	02/20/2009
14	04/17/2009
15	05/29/2009
16	06/26/2009
17	07/03/2009
18	08/14/2009
19	09/11/2009

ASBE0024-001 10/01/2008

	Rates	Fringes
Asbestos Worker/Heat and Frost Insulator		
Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.....	\$ 29.18	14.18

ASBE0024-002 10/01/2008

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER		
Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials,		

whether they contain
asbestos or not, from
mechanical systems.....\$ 17.85 6.60

ASBE0024-005 10/01/2008

	Rates	Fringes
Fire Stop Technician.....	\$ 22.85	6.59

Includes the application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of fire, smoke of other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, sealing of penetrating items and blank openings.

ELEC0026-003 09/01/2008

	Rates	Fringes
Communication Technician.....	\$ 24.25	3%+6.87

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

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

ELEC0026-014 02/05/2007

	Rates	Fringes
Lightning Protection Technician.....	\$ 22.50	6.80+3%

ELEC0026-015 11/03/2008

	Rates	Fringes
Electricians (Excluding Communication Low Voltage Wiring and Lightning Protection Wiring).....	\$ 36.65	11.45+a

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

ENGI0077-011 05/01/2009

	Rates	Fringes
Power equipment operators:		
Boom Trucks.....	\$ 28.72	7.52+a
Cranes, 35 tons and above....	\$ 29.89	7.52+a+b

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

b. PREMIUM PAY:

Tower crane and cranes 100-ton and over to receive \$1.00 per hour premium over Group One.

IRON0201-001 05/01/2009

	Rates	Fringes
Ironworkers:		
Reinforcing.....	\$ 25.20	14.33

PAIN0051-004 06/01/2009

	Rates	Fringes
Glaziers		
Contracts \$2 million and under.....	\$ 25.12	7.76
Contracts over \$2 million....	\$ 27.84	7.76

PAIN0051-009 06/01/2009

	Rates	Fringes
Painters:		
Brush, Roller and Spray.....	\$ 24.64	7.86

PLUM0005-004 08/01/2009

	Rates	Fringes
Plumbers		
Apartment Buildings over 4 stories (except hotels). schools, colleges and speculative office buildings, strip shopping centers. churches, water coolers, room air conditioning units, appliances, packaged ice		

machines and light
commercial refrigeration
and/or airconditioning;
systems serving a single
business in a single story
building and not to exceed
5 h.p. or tons, self-
contained package unit up
to and including 5 h.p. or

tons.....	\$ 22.66	9.36+a
ALL Other Work.....	\$ 37.67	14.69+a

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

* PLUM0602-006 08/01/2009

	Rates	Fringes
Steamfitter, Refrigeration & Air Conditioning Mechanic (Including HVAC Pipe Work).....	\$ 36.87	15.47+a

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

ROOF0030-014 05/01/2009

	Rates	Fringes
Roofers.....	\$ 25.80	8.26

SFMD0669-002 04/01/2009

	Rates	Fringes
Sprinkler Fitters.....	\$ 30.45	15.30

SHEE0100-002 01/01/2009

	Rates	Fringes
Sheet Metal Worker (Including HVAC Duct Work).....	\$ 33.04	12.12

SUMD2000-003 05/12/2000

	Rates	Fringes
BRICKLAYER.....	\$ 19.39	3.30
Carpenters.....	\$ 15.51	1.93
Drywall Finisher/Taper.....	\$ 14.00	0.58
Ironworkers, Structural.....	\$ 15.82	3.85

Laborers:

Landscape.....	\$ 9.23	
Mason Tenders, Brick.....	\$ 10.97	.77
Rakers.....	\$ 11.06	0.25
Unskilled.....	\$ 10.35	1.13

Power equipment operators:

Backhoes.....	\$ 16.07	5.26
Excavators.....	\$ 14.50	
Loaders.....	\$ 14.68	4.29
Rollers.....	\$ 13.85	1.75
Screeds.....	\$ 12.22	1.14

Tile Finishers.....	\$ 12.09	2.32
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TILE SETTER.....	\$ 17.76	3.00
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION