

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES**

ROOF RESTORATION SERVICES

Solicitation #: DCAM-14-NC-0057

Addendum No. 2

Issued: October 2, 2013

This Addendum Number 02 is issued by e-mail on October 2, 2013. Except as modified hereby, the Request for Proposals (“RFP”) remains unmodified.

Item #1

Form of Contract: Attached to this Addendum is the Form of Contract. THE TERMS OF THE FORM OF CONTRACT SHALL PREVAIL OVER THE RFP. TO THE EXTENT THERE IS AN INCONSISTENCY BETWEEN THE FORM OF CONTRACT ISSUED HERewith AND THE RFP, THE FORM OF CONTRACT SHALL GOVERN.

Item #2

Gaco Western: Attached are two case studies of prior GacoFlex projects for your review. Also attached is a sample of the Gaco Western warranty that would be provided on projects of this type.

Item #3

Revised RFP Provision: Section G.1.1 is revised as follows:

G.1.1 Commercial general public liability insurance (“Liability Insurance”) against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than Two Million Dollars (\$2,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and Two Million Dollars (\$2,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage and must be maintained for a period of at least three (3) years after substantial completion occurs.

Item #4

Requests for Information: Please see below for a list of questions received and the Department’s responses:

1. At the pre-bid meeting, DGS mentioned that GacoFlex is providing a specialized warranty for the DGS projects envisioned under this bid. Can DGS please provide a sample copy or other information on this specialized warranty, so that installers can better understand the terms and requirements? **Response: Yes. Please see item #2 above.**

2. Without knowing the sizes/details of the T&M roofs to be assigned to the selected bidders, it is very difficult to provide fair pricing on the installer's warranty – either on a lump sum basis or factored into the labor cost line items. Can bidders include a per square warranty price for the T&M training roof, as a separate line item in Attachment B? **Response: Gaco Western charges an additional \$.15 / sqft to supply a fifteen year warranty. Taking that number into account, please quote a price per square foot cost that would cover both the manufacturer's and the contractor's portion of the fifteen year warranty. Please see attached revised bid form.**
3. Attachment B requests a price/hour for "Laborer". Can DGS please clarify whether they are requesting pricing for a skilled laborer or a general/unskilled laborer? **Response: Please provide a rate for each. Please see attached revised bid form.**
4. What warranty will the installer be required to provide on its repairs to the underlying roof? Will the installer be required to warranty the underlying roof in areas where the installer performed no repairs? **Response: The installing subcontractor is responsible for supplying a full warranty on the entire roof.**
5. Can DGS provide information (size, roof type, age, amount of moisture, etc) on the 3 roofs selected for the T&M projects? **Response: Nuclear Moisture Detection was completed on each roof (please see attached). Please note that Roof J on Beers is not included, since it has already been replaced with a complete tear off and replacement.**

Item #5

The bid date is hereby extended. Proposals are due by **October 9, 2013 at 2:00 pm EDT.** Proposals that are hand-delivered should be delivered to the attention of: Tia Mercer, Contract Specialist, at **Frank D. Reeves Center, 2000 14th Street, NW, 8th floor, Washington, DC 20009.**

- End of Addendum No. 2 -

Attachment B

[Contractor's Letterhead]

[Insert Date]

District of Columbia Department of General Services
2000 14th Street, NW
Washington, DC 20009

Att'n: Mr. Brian J. Hanlon
Director

Reference: Request for Proposals -
Roof Restoration Services

Dear Mr. Hanlon:

On behalf of [insert name of bidder] (the "Offeror"), I am pleased to submit this proposal in response to the Department of General Services' (the "Department" or "DGS") Request for Proposals (the "RFP") to provide roof restoration services at various District of Columbia public schools, parks and recreation facilities, and other municipal facilities within the DGS portfolio. The Offeror has reviewed the RFP and the attachments thereto, any addenda thereto, and the proposed Form of Contract (collectively, the "Bid Documents") and has conducted such due diligence and analysis as the Offeror, in its sole judgment, has deemed necessary in order to submit its Proposal in response to the RFP. The Offeror's proposal and the Hourly Rates (as defined in paragraph A) are based on the Bid Documents as issued and assume no material alteration of the terms of the Bid Documents. (Collectively, the proposal and the Hourly Rates are referred to as the "Offeror's Bid".)

The Offeror's Bid is as follows:

A. The Hourly Rates are as follows:

Roofer:	\$ _____
Roofing Apprentice:	\$ _____
Laborer (skilled):	\$ _____
Laborer (unskilled):	\$ _____

The Offeror acknowledges and understands that the Hourly Rates set forth above are fixed, loaded rates to fully complete the training project work described in the RFP. It is understood that other than the cost of parts and materials, such rates will be the Offeror's sole compensation for work performed and includes adequate amounts to cover the Offeror's labor, field equipment, overhead, insurance and profit.

B. The cost per square foot to provide a fifteen year warranty: \$ _____

The Offeror acknowledges and understands that the Unit Rate set forth above is a fixed rate to provide a fifteen year warranty for the training project work described in the RFP. Such rate should cover both the manufacturer's costs and the contractor's costs to provide such warranty.

The Offeror's Bid is based on and subject to the following conditions:

1. The Offeror agrees to hold its proposal open for a period of at least sixty (60) days after the date of the bid.
2. Assuming the Offeror is selected by the Department and subject only to the changes requested in paragraph 5, the Offeror agrees to enter into a contract with the Department on the terms and conditions described in the Bid Documents within ten (10) days of the notice of the award.
3. Both the Offeror and the undersigned represent and warrant that the undersigned has the full legal authority to submit this bid form and bind the Offeror to the terms of the Offeror's Bid. The Offeror further represents and warrants that no further action or approval must be obtained by the Offeror in order to authorize the terms of the Offeror's Bid.
4. The Offeror and its principal team members hereby represent and warrant that they have not: (i) colluded with any other group or person that is submitting a proposal in response to the RFP in order to fix or set prices; (ii) acted in such a manner so as to discourage any other group or person from submitting a proposal in response to the RFP; or (iii) otherwise engaged in conduct that would violate applicable anti-trust law.
5. The Offeror's proposal is subject to the following requested changes to the Form of Contract: [INSERT REQUESTED CHANGES. OFFERORS ARE ADVISED THAT THE CHANGES SO IDENTIFIED SHOULD BE SPECIFIC SO AS TO PERMIT THE DEPARTMENT TO EVALUATE THE IMPACT OF THE REQUESTED CHANGES IN ITS REVIEW PROCESS. GENERIC STATEMENTS, SUCH AS "A MUTUALLY ACCEPTABLE CONTRACT" ARE NOT ACCEPTABLE. OFFERORS ARE FURTHER ADVISED THAT THE DEPARTMENT WILL CONSIDER THE REQUESTED CHANGES AS PART OF THE EVALUATION PROCESS.]
6. The Offeror hereby certifies that neither it nor any of its team members have entered into any agreement (written or oral) that would prohibit any contractor, subcontractor or subconsultant that is certified by the District of Columbia Office of Department of Small and Local Business Enterprises as a Local, Small, Resident Owned or Disadvantaged Business Enterprise (collectively, "LSDBE Certified Companies") from participating in the work if another company is awarded the contract.
7. This bid form and the Offeror's Bid are being submitted on behalf of [INSERT FULL LEGAL NAME, TYPE OF ORGANIZATION, AND STATE OF FORMATION FOR THE OFFEROR].

Sincerely,

By: _____

Name: _____

Its: _____

**BASIC ORDERING AGREEMENT
ROOF RESTORATION SERVICES
DCAM-14-NC-0057**

THIS AGREEMENT (“Agreement” or “Contract”) is made by and between the **DISTRICT OF COLUMBIA GOVERNMENT**, acting by and through its **DEPARTMENT OF GENERAL SERVICES** (the “Department” or “DGS”) and **[SELECTED OFFEROR]**, duly organized under the laws of _____, and with a place of business at _____ (the “Contractor”).

**ARTICLE 1
NATURE OF AGREEMENT**

Section 1.1 Nature of Agreement. This Agreement is issued pursuant to the Department’s Request for Proposals for Roof Restoration Services (Solicitation Number DCAM-14-NC-0057) (the “RFP”), and the Contractor, by virtue of this Agreement, shall be included on the Department’s list of pre-qualified contractors to be eligible to compete, as set forth in Section 1.2 of this Agreement with other pre-qualified contractors on roof restoration at various facilities in the Department’s portfolio. This may include District of Columbia Public Schools (“DCPS”) facilities, Department of Parks and Recreation (“DPR”) facilities, or other municipal building facilities. **This Agreement does not authorize any specific work or constitute a guarantee that any work will be assigned to the Contractor, apart from the Initial Training Project as described in Section 1.8. All work will be awarded and released through individual project task orders as set forth in Section 1.2 of this Agreement.**

Section 1.2 Competitive Bidding.

Section 1.2.1 For each project identified and funded by the Department to be bid through contractors that have entered into basic ordering agreements pursuant to the RFP, the Department will develop a scope of work. The scope of work will be issued to two (2) or three (3) of the pre-qualified contractors, and in most cases, each of those contractors will be provided with an opportunity to walk the project with the Department’s representatives in order to better understand and clarify the work.

Section 1.2.2 The Department contemplates that the scopes of work that will be issued to contractors during the bidding phase will not include complete drawings, and may include only a narrative scope of work. The parties acknowledge and agree that contractors may be required to complete work on a design-assist basis.

Section 1.2.3 Each contractor will be required to submit, within the time allotted by the Department, a lump sum price or such other pricing as may be requested by the Department for the proposed work. Absent specific instructions to the contrary, proposed Task Order pricing should be “all inclusive” and should include sufficient funding to cover all of the contractor’s costs necessary to complete the project, including, but not limited to, profit, home and field office overhead, supervision, labor, materials, equipment, bonds, insurance and such professional services as may be required to complete the design and obtain the necessary permits. **Contractor shall be responsible for using the then-current Davis-Bacon wage determination when developing its pricing for any given Task Order.**

Section 1.2.4 The Department will select the contractor to be awarded each such project primarily based on price, but the Department reserves the right to consider non-price factors when making such decisions and will also consider differences in scope and/or proposed finishes, equipment and materials.

Section 1.2.5 In the event the Contractor is selected for the project, the Contractor shall enter into a Task Order Agreement, substantially in the form of that attached hereto as **Exhibit A**, for such project within five (5) days of being presented with such Task Order by the Department.

Section 1.3 Task Orders. Any and all work performed under this Agreement or any Task Order issued pursuant here to shall be governed by the terms and conditions set forth in this Agreement. It is contemplated that individual Task Orders will be in substantially the Form of Task Order attached hereto as **Exhibit A**, and that each such Task Order shall, in general, contain the following information: (i) a description of the scope of work included in such Task Order; (ii) a lump sum price and/or such other terms of compensation for the work included in the Task Order’s scope of work; (iii) the Substantial Completion Date for the Task Order’s scope of work and/or such other schedule requirements for Task Order; (iv) liquidated damages; and (v) any other specific requirements of the scope of work. The Task Order shall also set forth a general description and requirements of the project (such description and requirements, the “Project”).

Section 1.4 Term of Agreement. This Agreement shall be effective from the date of execution by both parties through September 30, 2014 (such time period, the “Term”). Any and all work assigned to the Contractor pursuant to a Task Order issued pursuant to this Agreement must be completed with the Term of this Agreement, and no later than the Substantial Completion Date identified in the applicable Task Order.

Section 1.5 Option Year. The Department shall have the right to extend the term of this Agreement for two (2) additional years, the first of which will begin on October 1, 2014 and end on September 30, 2015 (such period, the “First Option Year”); and the second of which will begin on October 1, 2015 and end on September 30, 2016 (such period, the “Second Option Year”). In the event the Department desires to extend the Agreement to cover an Option Year, the Department shall give the Contractor written notice of such election at least sixty (60) days prior to the beginning of the Option Year.

Section 1.6 Standard Task Order Provisions. Unless otherwise expressly stated in a Task Order, all of the provisions of Article 3 through Article 14 shall be deemed incorporated into the Task Order as if set forth therein.

Section 1.7 Value of Agreement. The Contractor shall be entitled to receive a minimum of Fifty Dollars (\$50) pursuant to this Agreement regardless of whether any work is assigned to the Contractor pursuant to any Task Order issued pursuant to this Agreement. All amounts must be authorized by Task Order, however, in no event shall the Contractor be entitled to receive more than [NTE AMOUNT] for work performed pursuant to all Task Orders issued pursuant to this Agreement.

Section 1.8 Initial Training Project. If not already certified, the Department shall provide training to the Contractor in order to qualify them as certified applicators of the specified roof restoration product, as further described on Exhibit []. Before the Contractor is eligible to bid on projects as described in Section 1.2 above, the Contractor must either be previously certified, or successfully complete one training project and be certified by the manufacturer of the specified roof restoration product (“Initial Training Project”). For this Initial Training Project, the Contractor will be reimbursed on a time and materials basis at the hourly and unit rates specified on Exhibit []. Other than the cost of materials and large equipment rentals (which will be reimbursed at cost plus a 10% + 5% markup), these rates will be the Contractor’s sole compensation for work performed on the Initial Training Project, include adequate amounts to cover the Contractor’s labor, field equipment (i.e. small tools, transportation, trucks and vans, etc.), overhead, insurance and profit and regardless of whether such services are provided by the Contractor’s own forces or a subcontractor.

ARTICLE 2 GENERAL PROVISIONS

Section 2.1 Relationship of Parties. The Contractor accepts the relationship of trust and confidence established with the Department by this Agreement, and covenants with the Department to furnish the Contractor’s reasonable skill and judgment and to cooperate with the Program Manager in furthering the interests of the Department. The Contractor shall use its best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the Department.

Section 2.2 General Scope of Project. The Department anticipates that the projects assigned through Task Orders pursuant this Agreement will be roof restoration at various facilities in the Department’s portfolio. This may include District of Columbia Public Schools (“DCPS”) facilities, Department of Parks and Recreation (“DPR”) facilities, or other municipal building facilities. Such work shall be performed on an as directed/as needed basis. In general, the selected Contractor shall be required to provide all labor, tools, equipment and materials necessary to perform the work called for in the narrative scope of work and/or drawings and specifications for each Task Order project. To the extent there is an inconsistency between the narrative scope of work, drawings & specifications, the Contractor shall be required to provide

the more expensive requirement. Prior to executing a Task Order, the Contractor shall carefully review the narrative scope of work, drawings and/or specifications and shall bring any inconsistency or error in them to the attention of the Department in writing. To the extent that a competent contractor could have identified any such inconsistency or error, such inconsistency or error shall not serve as the basis for a change order and the Contractor shall assume the risk of such inconsistency or error.

Section 2.2.1 The Contractor shall perform all of the work in first class and workmanlike manner and in accordance with manufacturer requirements. Any equipment or materials called for in the drawings and specifications shall be new unless otherwise approved by the Department in advance and in writing.

Section 2.2.2 The Contractor shall provide submittals as indicated in the specifications to the Department for its review and approval prior to proceeding with the work.

Section 2.2.3 The Contractor's scope of work shall include the installation and provision of such safety barricades, enclosures and overhead protection as may be necessary to ensure a safe workplace or as may be required by OSHA or other applicable law, and to remove such at the end of the work and shall leave the site in broom clean condition.

Section 2.2.4 The Contractor shall be required to coordinate its work with building personnel so as to ensure that building activities are not adversely affected.

Section 2.2.5 The Contractor shall be responsible for obtaining all job permits and approvals from the Department of Consumer and Regulatory Affairs that are required to perform and complete the installation at no additional cost to the Department.

Section 2.2.6 Each Task Order will be bid on a Design Assist basis. While the Department believes that any issued drawings will be complete in all material respect, the Contractor will be required to verify that the drawings are accurate and coordinate the Project work around the existing building conditions. Contractor should verify existing conditions as noted on the drawings.

Section 2.2.7 The Department will hold any necessary abatement and hygienist contracts for the abatement of hazardous materials on the Project site, if applicable. The Contractor will be required to coordinate the abatement efforts with the abatement contractors.

Section 2.2.8 The costs of any necessary security will need to be included in both the Contractor's hourly rates (for the Initial Training Project) as well as each Task Order lump sum bid price issued thereafter.

Section 2.2.9 Supervision & Coordination. The Contractor will be required to properly supervise and coordinate its work. At a minimum, it is envisioned that the Contractor will be required to undertake the following tasks:

- .1 Participate and assist in Project/Planning meetings;
- .2 Maintain full-time on-site construction supervision and provide daily inspections, quality control, monitoring, coordination of various trades, record drawings, and daily work log;
- .3 Conduct periodic progress meetings following a Contractor generated agenda with the Program Manager;
- .4 Provide general safety and signage and posting for the project and see that each subcontractor prepares and submits adequate safety program and monitoring throughout the project;
- .5 Prepare payment requests, verify accuracy and forward to the Department for approval and payment;
- .6 Assemble close-out documents required; and
- .7 Provide assistance to the Department through any applicable warranty periods.

Section 2.3 Completion Date. Subject to the Excusable Delay provisions of this Agreement, the Contractor agrees to substantially complete the Project on or before the date set forth in the individual Task Order for any given project.

Section 2.4 Project Manager. The Department shall assign a Project Manager to oversee the Contractor's work under any Task Order. The name and contact information for the assigned Project Manager will be specified in the Project Information section of the applicable Task Order. The Contractor shall take direction from, and coordinate its work with, the assigned Project Manager. The Contractor acknowledges, however, that the Project Manager shall not be authorized to modify any of the rights or obligations of the Department or the Contractor pursuant to this Contract, or to issue Change Orders or Change Directives.

Section 2.5 Prolog. The Contractor shall utilize the Department's Prolog system to submit any and all documentation required to be provided by the Contractor for the Project, including, but not limited to, (i) requests for information; (ii) submittals; (iii) meeting minutes; (iv) proposed Changes; and (v) applications for payment. The Contractor also shall require all major subcontractors and subconsultants to utilize prolog for the Project.

Section 2.6 Central Office. During the Term of this Agreement, the Contractor shall maintain a central office that is staff between the hours of 7am - 5pm Monday through Friday. This office will be used to manage work associated with this Agreement. A separate office need not to be established, and it acceptable if the Contractor elects to the run this project from its current office. The office should be equipped with telephone lines, a fax machine and email and such other equipment and supplies as are necessary to fulfill the work required under the Agreement.

Section 2.7 Working Hours. The Contractor will be required to coordinate with the assigned Project Manager each individual project. The work may be performed during normal business hours; however, the Contractor may be required to work after hours or on weekend and holidays as to not adversely impact the work of the District of Columbia employees/and or Contractors. The Contractor will be required to develop work plans that are coordinated with, and acceptable to, the Project Manager assigned to the task order.

ARTICLE 3 PRECONSTRUCTION DELIVERABLES

Section 3.1 Schedule. Upon assignment of a Task Order, the Contractor shall be required to submit to the Department for its approval a schedule for the Project. Such schedule shall include a schedule for submittals and key milestones that is reasonably acceptable to the Project Manager. The Contractor shall not begin any construction activities until the Project Manager has approved a schedule for the Task Order.

Section 3.2 Potential Subcontractors and Suppliers. The Contractor shall furnish to the Project Manager a list of the subcontractors and suppliers that will work on this Project as well as a general description of each such subcontractor's scope of work. Within five (5) business days after such list is submitted, the Project Manager shall advise the Contractor if it has any objection to any of the listed subcontractors or suppliers. In the event the Project Manager has a reasonable objection to any such subcontractor or supplier, the parties shall discuss such objection and agree on an appropriate course of action.

Section 3.3 Design Services. Prior to providing its bid for the Task Order, the Contractor had an opportunity to review and ask questions regarding the scope of work for the Task Order and to ascertain what design services, if any, were necessary in order to complete the Project and has included in its price the costs of any necessary design services, and the Contractor shall be required to provide, at no additional cost to the Department, such design services as are necessary to implement the Project. The Contractor and the Project Manager shall agree upon the exact design services to be required prior to the construction commencing.

Section 3.4 Design Reviews/Submittals. On or before the dates specified in the approved detailed schedule (see Section 3.1), the Contractor shall submit the necessary design information (i.e. permit drawings, shop drawings, submittals, sketches, etc.) to the Project Manager for his review and approval. Unless a different timeframe is established in the approved detailed schedule, the Project Manager shall have five (5) business days to review such documents. In the event the Project Manager finds such documents to be unacceptable, the Contractor shall be required to revise and resubmit such documents. The Contractor shall not commence construction activities unless and until such documents have been approved by the Project Manager. Any delays that result from design resubmissions shall be considered Non-Excusable.

ARTICLE 4 CONTRACT SUM

Section 4.1 Lump Sum Price. For the work covered by any given Task Order (apart from the Initial Training Project, which the Contractor shall be compensated for in accordance with Section 1.8 above), the Contractor shall be paid a lump sum price in the amount set forth in the Task Order to Fully Complete the Project.

Section 4.2 Nature of the Lump Sum Price. The Contractor acknowledges and understands that the Lump Sum Price described in Section 4.1 is based on the scope of work included with the Project Task Order. It is understood and agreed that the Lump Sum Price represents the Contractor's offer to Fully Complete the Project. The parties acknowledge and agree that it is their intent to have the Contractor to construct and deliver a fully functional Project as contemplated in the Scope of Work for the Lump Sum Price and consistent with the Project Schedule. In furtherance of such intent, the Contractor hereby assumes the risks associated with and shall be responsible for (i) any changes in market conditions that affect the cost of labor or materials; (ii) coordination issues between any drawings for the Project; (iii) elements of work not shown on the Scope of Work, but which are reasonably inferable from the Scope of Work; (iv) cost associated with acceleration of the work and expediting of materials necessary to meet the Project Schedule which are the result of anything other than an Excusable Delay; and (v) the risk of subcontractor default.

Section 4.3 Risks Assumed by Contractor. Execution of this Agreement and each Task Order by the Contractor is a representation that the Contractor has thoroughly examined the terms of this Agreement and the Scope of Work and has visited the Project site and has become familiar with local conditions under which the Work is to be performed. The Contractor further represents that it has satisfied itself that it can undertake the work for the stated cost. Among other things, by entering into this Agreement, the Contractor assumes the following risks: (1) the nature of the land and subsoil; (2) the form and nature of the site and surrounding areas; (3) details and levels of existing pipe lines, conduits, sewers, drains, cables or other existing services; (4) the quantities, nature and availability of the materials, tools, equipment and labor necessary for the completion of the Work; (5) the means of access to the site and any accommodation that may be required; (6) uncertainties of weather and physical conditions at the site; and in general to have itself obtained all necessary information as to risk contingencies, climatic, hydrological and natural conditions and other circumstances which may influence or affect his performance of the Work.

Section 4.4 Allowances. To the extent that the Lump Sum Price related to a Task Order includes one or more allowances identified on Exhibit D to such Task Order, the Lump Sum Price associated with that Task Order shall be adjusted (either upward or downward) by change order to reflect the actual cost of the work covered by such allowance.

Section 4.5 Tax Exempt Status. The Department expects that the Project will qualify as tax-exempt under the applicable laws, and such tax exemption shall be reflected in the Lump Sum Price.

ARTICLE 5 CONSTRUCTION PHASE

Section 5.1 General. The Construction Phase for the work covered by a Task Order shall commence when the Project Manager issues a Notice to Proceed for Construction.

Section 5.2 Mandatory Subcontract Provisions. To the extent the Contractor intends to subcontract a portion of the work, any subcontract in excess of \$25,000 shall include the following provisions:

- .1 that, to the extent of the Work or supply within the agreement's scope, the Subcontractor or supplier is bound to the Contractor for the performance of all obligations which the Contractor owes the Department under the Contract;
- .2 that the Subcontractor or supplier is not in privity with the Department and shall not seek compensation directly from the Department on any third-party beneficiary, quantum meruit, or unjust enrichment claim, or otherwise, except as may be permitted by any applicable mechanic's lien law;
- .3 that the Department is a third-party beneficiary of the subcontract or supply agreement, entitled to enforce any rights thereunder for its benefit;
- .4 that the Subcontractor or supplier consents to assignment of its agreement to the Department, at the Department's sole option, if the Contractor is terminated for default;
- .5 that the Subcontractor or supplier shall comply immediately with a written order from the Department to the Contractor to suspend or stop work;
- .6 that the Subcontractor or supplier shall maintain records of all Work it is requested or authorized to do on a time and material or cost-plus basis, or with respect to claims that it has asserted on a time and materials or cost-plus basis, during the Project and for a period of time specified in the General Conditions and requiring the Subcontractor or supplier to make those records available for review or audit by the Department during that time;
- .7 that the Subcontractor shall obtain and maintain, throughout the Project, workers' compensation insurance in accordance with the laws of the District of Columbia (This provision is not applicable to supply agreements.);
- .8 that, if the Department terminates the Contract for convenience, the Contractor may similarly terminate the subcontract or supply agreement for convenience, upon seven (7) days' written notice to the Subcontractor or supplier, and that the

Subcontractor or supplier shall, in such a case, be entitled only to the costs set forth in the Termination for Convenience provisions of this Agreement;

- .9 that the Department shall have the right to enter into a contract with the Subcontractor or supplier for the same price as its subcontract or supply agreement price less amounts already paid, if the Contractor files a voluntary petition in bankruptcy or has an involuntary petition in bankruptcy filed against it;
- .10 that the Subcontractor or supplier shall not be entitled to payment for defective or non-conforming work, materials or equipment, and shall be obligated promptly to repair or replace non-conforming work, materials or equipment at its own cost;

Section 5.3 Certified Subcontractors. The Contractor shall not substitute or replace any Subcontractor or supplier certified by the District of Columbia Department of Small and Local Business Development without the Department's prior written consent.

Section 5.4 Payment by Joint Check in Certain Instances. If it comes to the Department's attention that a Subcontractor or supplier has not been paid in timely fashion (other than for disputed amounts), and if the Contractor fails to cure the problem within five (5) calendar days after the Department gives it written notice of the failure to pay, the Department may make payments to the Subcontractor or supplier and Contractor by joint check.

Section 5.5 Field Measurements. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor. Once work is started, Contractor assumes the responsibility and costs for the work and the cost of correcting work previously installed.

Section 5.6 Warranty of the Construction Work. The Contractor shall provide the following warranties associated with this project:

- .1 **Manufacturer Fifteen-Year Warranty:** Upon successful completion of the work to the roofing product manufacturer's satisfaction and receipt of final payment, the Fifteen-Year Warranty shall be issued.
- .2 **Department Responsibility:** The Department shall promptly notify both roofing product manufacturer and the Contractor of any leaks as they occur during the time period when both warranties are in effect.
- .3 **The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.**

Section 5.7 Extent of Responsibility and Soils Conditions. The Contractor shall be entitled to an equitable adjustment for differing site or soils conditions only to the extent that: (i) the subsurface conditions on or adjacent to the Project site differ materially from those indicated

in the geotechnical reports provide to the Contractor by the Department; or (ii) such conditions could not have been discovered by a competent visual inspection of the site and are of unusual nature and differ materially from those ordinarily encountered and generally recognized as inhering to work of the character provided for in this Agreement.

Section 5.8 Unsafe Materials and Hazardous Materials

Section 5.8.1 The Contractor shall not bring, spill or release onto the site asbestos, PCBs, or any other Hazardous Material that is not customarily used in a facility of the type and similar to the Project, and shall bring to the Department's attention any specification of such Hazardous Materials in the design documents. If the Contractor believes that anything in this Agreement would require that it use or bring onto the site asbestos, PCBs, or any Hazardous Material that is not customarily used in a facility of the type and similar to the Project, it shall immediately inform the Department and seek direction before proceeding.

Section 5.8.2 If Hazardous Materials are discovered on the site, the Contractor shall immediately inform the Project Manager of such discovery. Unless abatement of such Hazardous Materials is expressly included in the Scope of Work or the approved design documents, the Contractor shall be entitled to an equitable adjustment by virtue of such discovery.

Section 5.9 Progress Meetings. The Contractor shall schedule and conduct at a minimum bi-weekly progress meetings at which the Department, the Program Manager and the Contractor and appropriate Subcontractors can discuss the status of the Work.

Section 5.10 Written Reports. The Contractor shall provide written reports to the Program Manager on the progress of the entire Work in accordance at least every other week.

Section 5.11 Key Personnel. To carry out the work associated with a Task Order, the Contractor shall provide at least the key personnel identified in Exhibit E of the Task Order, who shall carry out the functions identified in the Exhibit. The Contractor shall not replace any of the key personnel without the Department's prior written approval, which shall not be unreasonably withheld.

Section 5.12 Work by Separate Contractors. Department reserves the right to perform construction or operations related to the Project with Department's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site.

Section 5.13 Site Safety and Clean-Up. The Contractor will be required to: (i) provide a safe and efficient site, with controlled access; (ii) provide wheel washing stations on site so as to prevent the accumulation of dirt and other refuse on the streets surrounding the Project site; (iii) be responsible for site security; and (iv) be responsible for the cost of temporary power used during the construction of the Project, including, but not limited to, the cost of installing such temporary wiring as may be required.

Section 5.14 Close-out. The Contractor shall be required to prepare and submit at close-out a complete set of product manuals, warranties, etc. The Contractor shall also provide the Department with a complete set of its Project files, including, but not limited to, shop drawings.

Section 5.15 Salvaged and Stored Items. The Contractor shall be responsible for salvaging and storing all items as identified by the Department.

Section 5.16 Sediment and Erosion Control. The Contractor shall be responsible for installing sediment and erosion control measures, inclusive of, but not limited to: silt fencing, inlet protection, stabilized construction entrances, and other control measures.

Section 5.17 Cutting and Patching. The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching. The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Department or separate contractors by cutting, patching or otherwise altering such construction, or by excavation.

Section 5.18 Correction of Work.

Section 5.18.1 The Department shall be at liberty to object and to require the Contractor to remove forthwith from the Project site and the Work and to promptly replace the Superintendent, any foreman, technical assistant, laborer, agent, representative, or other person used by the Contractor in or about the execution or maintenance of the Work, who in the sole opinion of the Department is misconducting himself, or is incompetent or negligent in the proper performance of his duties, or whose performance in the Work is otherwise considered by the Department to be undesirable or unsatisfactory, and such person shall not be again employed upon the Project without the written permission of the Department or.

Section 5.18.2 Contractor shall promptly correct Work rejected by Department for failing to conform to the requirements of the Scope of Work or any approved design document or applicable law or regulations whether observed before or after the Project's completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements within a period of one (1) year from the date of completion or by terms of an applicable special warranty required by this Agreement.

Section 5.18.3 If during the guarantee or warranty period, any material, equipment or system requires corrective Work because of defects in materials or workmanship, Contractor shall commence corrective Work within forty-eight (48) hours after receiving the notice and work diligently until corrective Work is completed; provided, however, if such notice is received on the day before a weekend or a holiday, Contractor will commence corrective Work on the next business day. If Contractor does not, in accordance with the terms and provisions of the Contract Documents, commence all corrective Work within forty-eight (48) hours or if Contractor commences such Work but does not pursue it in an expeditious manner, Department

may either notify the bonding company (if any) to have such Work and/or obligations performed at no additional cost to Department or may perform such Work and/or obligations and charge the costs thereof to Contractor.

Section 5.19 Manufacturers' Warranties.

Section 5.19.1 Contractor warrants that all manufacturers' or other warranties on all labor, materials and equipment furnished by Contractor or a Subcontractor or supplier shall run directly to or will be specifically assigned to Department on demand or upon Project completion without demand. In the event any issue or defect which would be covered by any warranty arises but is not addressed by the grantor of the warranty, the Contractor shall be required to act as the guarantor of the obligations under the warranty and to perform under the terms of the warranty.

Section 5.19.2 Contractor warrants that the installation of all materials and equipment shall be in strict accordance with the manufacturers' requirements or specifications.

Section 5.20 Close-Out and Training. Contractor shall also provide the Department with a complete set of its Project files, including, but not limited to, shop drawings, etc., at close out so as to assist the Department and/or DCPS in operating the building. In addition, if the Project includes work on heating or cooling systems, at the beginning of the first heating and cooling season following turnover of the Project, the Contractor shall be available to assist with, and train the building engineers and staff in the start-up of the building systems for the new weather cycle.

**ARTICLE 6
CLAIMS FOR ADDITIONAL TIME**

Section 6.1 Time is of the essence of this Contract. All Projects must be Substantially Complete by the applicable Substantial Completion Date.

Section 6.2 The Contractor will perform the Work so that it shall achieve Substantial Completion by the Substantial Completion Date. Unless the failure to achieve Substantial Completion by the Substantial Completion Date is a result of an Excusable Delay, as defined in Section 5.3, the delay shall be deemed Non-Excusable and the Contractor shall not be entitled to an extension of time. Without limiting the generality of the foregoing, delays for the following reasons shall be regarded as Non-Excusable and shall not entitle the Contractor to an extension of time:

- .1 Delays due to job site labor disputes, work stoppages, or suspensions of work;
- .2 Delays due to adverse weather, unless the Contractor establishes that the adverse weather was of a nature and duration in excess of averages established by data from the U.S. Department of Commerce, National Oceanic and Atmospheric Administration for the Project locale for the ten (10) years preceding the effective date of the Contract;

- .3 Delays due to the failure of the Contractor or Subcontractors or material suppliers at any tier to perform in timely or proper fashion, without regard to concepts of negligence or fault; or
- .4 Delays due to Site conditions whether known or unknown as of the effective date of the Contract, foreseeable or unforeseeable at that time, naturally occurring or man-made; provided, however, that delays due to Differing Site Conditions or hazardous materials remediation shall be deemed an Excusable Delay.

Section 6.3 The Contractor shall be entitled to an adjustment in the Substantial Completion Date due to an Excusable Delay. The term "Excusable Delay" shall mean:

- .1 Delays due to adverse weather other than those that are classified as a Non-Excusable delay;
- .2 Delays due to acts of God, war, unavoidable casualties, civil unrest, and other similar causes of delay that are beyond the control of the Contractor; provided, however, that in no event shall a Non-Excusable delay or the action of the Contractor, or any of its employees, agents, Subcontractors or material suppliers be deemed an Excusable Delay; or
- .3 Delays caused by Differing Site Conditions or hazardous materials remediation.

In addition to the forgoing, a delay shall be deemed to be an Excusable Delay only to the extent that such delay (i) warrants an extension in the Substantial or Final Completion Date; (ii) has not been caused by the Contractor or any of its employees, agents, Subcontractors or material suppliers; (iii) is of a duration of not less than three (3) days; (iv) is on Project's critical path; and (v) is in addition to any time contingency periods set forth in the critical path.

Section 6.4 If the Contractor wishes to make a claim for an increase in the Contract time, written notice as provided herein shall be given. The Contractor's claim shall include an estimate of the cost and of the probable effect of delay on the progress of the Work. In the case of continuing delay, only one claim is necessary.

Section 6.5 Differing Site Conditions. The term Differing Site Conditions shall mean subsurface conditions on or adjacent to the Project site which differ materially from those indicated in any geotechnical reports prepared for the Project. It shall be the responsibility of the Contractor during the Preconstruction Phase to review the reports prepared, if applicable. The Task Order shall identify the geotechnical reports upon which it is based. The term Differing Site Conditions shall also include unknown physical conditions at the site of an unusual nature which differ materially from those ordinarily encountered and generally recognized as inhering to work of the character provided for in this Contract. During the Preconstruction Phase, the Contractor shall be required to conduct a thorough review of the Project site and the surrounding area and shall document its findings. In the event the Contractor fails to undertake and document

such a thorough review, the Contractor shall be deemed to have known of those conditions which a thorough review would have detected.

ARTICLE 7 PAYMENT PROVISIONS

Section 7.1 Compensation. The Contractor shall be paid its compensation in a series of progress payments and a final payment. Progress payments shall be based on a schedule of values that is agreed upon by the Parties as well as the Program Manager's good faith estimate of the level of completion for each component of the schedule of values.

Section 7.2 Schedule of Values. The Contractor shall prepare a Schedule of Values that breaks down the Lump Sum Price for the various parts of the Work. The Schedule of Values shall be maintained in such a manner to provide a breakdown of the Lump Sum Price in enough detail to facilitate continued evaluation of applications for payment and progress reports. Large subcontracts shall be broken into several line items where, in the opinion of the Program Manager, such detail is necessary to properly track the progress of the Work. The proposed schedule of values shall also include separate line items for each part of the Work if so required by the Program Manager, which in general shall be required for mechanical systems, vertical transport systems, windows and structural steel, if applicable. The Contractor and the Program Manager shall meet as necessary to maintain the schedule of values for the Project in a manner acceptable to the Program Manager. No progress payments shall be made unless the then current Schedule of Values is acceptable to the Program Manager.

Section 7.3 Retention. The Department shall withhold from each progress payment an amount equal to ten percent (10%) of each progress payment. Once Substantial Completion has occurred, the Department will reduce the retention being withheld to an amount that is equal to Two Hundred percent (200%) of the Program Manager's good faith estimate of the remaining Work.

Section 7.4 Documents Required with Application for Payment. Each Application for Payment shall be accompanied by the Contractor's job cost ledgers in a form satisfactory to the Department, the Subcontractors' and Suppliers' Applications for Payment on AIA Documents G702 and G703 or other form acceptable to the Department, and such other supporting documentation as the Department may reasonably request.

Section 7.5 Timely Payment of Subcontractors. Within seven (7) days of receiving any payment from the Department including amounts attributable to Work performed, or materials or equipment supplied, by a Subcontractor or supplier, the Contractor shall either pay the Subcontractor or supplier for its proportionate share of the amount paid to the Contractor for the Subcontractor's or supplier's Work or materials or equipment, or notify the Department and the Subcontractor or supplier, in writing, of the Contractor's intention to withhold all or part of the payment and state the reason for the withholding. All monies paid to the Contractor under the Agreement shall be used first to pay amounts due to Subcontractors or suppliers supplying labor or materials for the Project and only money remaining after such payments are made may

be retained by the Contractor. Monies paid by joint check shall be deemed to have been paid fully to the Subcontractor or supplier named as a joint payee, unless the Department agrees otherwise in writing. Any interest paid to Subcontractors or suppliers because the Contractor has failed to pay them in timely fashion shall not entitle the Contractor to a Change Order.

Section 7.6 Lien Waivers. Each Application for Payment shall be accompanied by written waivers of the right to file a mechanic's lien and all other claims.

Section 7.7 Submission. On the twenty-fifth (25th) day of each month the Contractor shall submit to the Department (with a copy to the Program Manager) an Application for Payment, which Application for Payment shall cover the entire month during which the Application for Payment is submitted. All amounts formally submitted via Application for Payment and not disputed by the Department shall be due and payable on the last day of the month following submission or, if that is not a business day, on the following business day.

Section 7.8 Right to Withhold Payments. The Department will notify the Contractor within fifteen (15) days after receiving any Application for Payment of any defect in the Application for Payment or the Contractor's performance which may result in the Department's declining to pay all or a part of the requested amount. The Department may withhold payment from the Contractor, in whole or part, as appropriate, if:

- .1 the Work is defective and such defects have not been remedied; or
- .2 the Department has determined that the Contractor's progress has fallen behind the Project Schedule, and the Contractor fails, within ten (10) calendar days of the Department's written demand, to provide the Department with a realistic and acceptable plan to recover the delays; or
- .3 the Contractor has failed to pay Subcontractors or suppliers promptly or has made false or inaccurate certifications that payments to Subcontractors or suppliers are due or have been made; or
- .4 any mechanic's lien has been filed against the Department, the site or any portion thereof or interest therein, or any improvements on the site, even though the Department has paid all undisputed amounts due to the Contractor, and the Contractor, upon notice, has failed to remove the lien, by bonding it off or otherwise, within ten (10) calendar days; or
- .5 the Contractor is otherwise in substantial breach of this Agreement.

Section 7.9 Payment Not Acceptance. Payment of any progress payment or final payment shall not constitute acceptance of Work that is defective or otherwise fails to conform to the Contract, or a waiver of any rights or remedies the Department may have with respect to defective or nonconforming Work.

ARTICLE 8 INDEMNIFICATION

Section 8.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Department and the Department's consultants and agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 CHANGES CLAUSE

Section 9.1 Changes Authorized. The Department may, without invalidating this Agreement or any Task Order issued pursuant to this Agreement, and without notice to or approval of any surety, order changes in the Work released through any Task Order, including additions, deletions or modifications. Any such change must be conveyed by the Department to the Contractor via written Change Directive or Change Order.

Section 9.2 Executed Change Directive/Change Order Required. Only a written Change Directive or Change Order, executed by the Department, may make changes to the Contract. In particular, but without limitation, a written Change Directive or Change Order executed by the Department is the only means by which changes may be made to the Substantial or Final Completion Date, or the Lump Sum Price.

Section 9.3 Department-Initiated Changes. If the Department wishes to make a change in the Work or to accelerate the Work, it will execute and issue to the Contractor a written Change Directive, either directing the Contractor to proceed at once with the changed Work or directing it to not to proceed, but to inform the Department, in writing, of the amount, if any, by which the Contractor believes that Substantial or Final Completion Date and/or the Lump Sum Price should be adjusted to take the Change Order or Change Directive into account.

Section 9.4 Notice of Change Event. The Contractor must give the Department written notice of any Change Event within ten (10) calendar days of the date on which the Contractor knew, or reasonably should have known, of the Change Event. To the extent available, the notice must state the nature of the Change Event and describe, generally, all changes in the Contract to which the Contractor believes it is entitled. Such notice is an express condition precedent to any claim or request for adjustment to the Substantial or Final Completion Date, or the Lump Sum Price arising from the Change Event and, if the notice is not given within the required time, the Contractor will have waived the right to any adjustment to the Substantial or Final Completion Date or the Lump Sum Price arising from the Change Event.

Section 9.5 Detailed Change Request. Within twenty (20) days after giving notice of a change event, the Contractor shall submit a written change request describing, in reasonable detail, all adjustments it seeks to the Substantial or Final Completion Date or the Lump Sum Price as a result of the Change Event. The change request shall include the same information as described in Section 8.3 with respect to any Contract changes the Contractor seeks due to the Change Event, and the amount of any requested adjustment to the Lump Sum Price Sum shall be limited in accordance with that Subparagraph.

Section 9.6 Markups. For Changes to the Lump Sum Price, the following conditions shall apply:

.1 For increases in the Work which the Contractor is permitted to perform by Contractor's own forces, the Lump Sum Price shall be increased by the sum of: (i) the Direct Cost of the Work; and (ii) a fee (covering home office overhead, field supervision, general conditions and profit) of fifteen percent (15%) of the sum due under (i);

.2 For increases in the Work performed by Subcontractors, the Lump Sum Price shall be increased by the sum of: (i) the Direct Cost of the Work incurred by the Subcontractor for the changed Work; (ii) a fee (covering home office overhead and profit) equal to fifteen percent (15%) of the sum due under (i) above for the Subcontractor performing such Work; and (iii) a fee (covering the Contractor's home office overhead, field supervision, general conditions and profit) of five percent (5%) of the sum of items (i) and (ii). Intervening tier Subcontractors shall be entitled to a mark-up of five percent (5%) (covering home office overhead, field supervision, general conditions and profit); provided, however, that in all situations and regardless of the number of tier Subcontractors involved, the maximum mark-up on the Direct Cost of the Work shall be twenty percent (25%) and provided, further, that the Contractor shall not be entitled to the markup referred to in item (iii) on changes unless such changes exceed, either individually or in the aggregate, five percent (5%) of the Lump Sum Price.

.3 When both additions and credits are involved in any one change in the Work, the Contractor's Change Order and markup shall be figured on the basis of the net increase, if any.

.4 Fee will not be paid by Department for overtime or weekend work unless overtime is requested in writing and approved in writing by Department.

.5 The amount of credit to be allowed by Contractor to Department for a deletion or change which results in a net decrease in the Lump Sum Price shall be the Cost avoided as confirmed by Department plus fifteen percent (15%) for profit on the deleted work.

Section 9.7 Failure to Agree. If the Contractor claims entitlement to a change in the Contract, and the Department does not agree that any action or event has occurred to justify any change in time or compensation, or if the parties fail to agree upon the appropriate amount of the adjustment in time or compensation, the Department will unilaterally make such changes, if any, to the Contract, as it determines are appropriate pursuant to the Contract. The Contractor shall proceed with the Work and the Department's directives, without interruption or delay, and shall make a claim as provided in Article 12. Failure to proceed due to a dispute over a change request shall constitute a material breach of the Contract and entitle the Department to all available remedies for such breach, including, without limitation, termination for default.

Section 9.8 Department's Designated Representative. The Department designates Brian J. Hanlon, Director, Department of General Services, as its representative with express authority to bind the Department with respect to all matters requiring the Department's approval or authorization; provided, however, the Department's Associate Director, Contracts & Procurement Division, shall have the express authority to bind the Department for matters that are administrative in nature or of a value no greater than One Hundred Thousand Dollars (\$100,000). These representatives shall have the exclusive authority to make decisions on behalf of the Department concerning estimates and schedules, construction budgets, changes in the Work, and execution of Change Orders or Change Directives, and shall render such decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Contractor. In order for the Department to effectively manage the Project and assure that the Contractor does not receive conflicting instructions regarding the Work, the Contractor shall promptly notify the Department's representative upon receiving any instructions or other communication in connection with the Contractor's Work from any employee of the Department or other purported agent of the Department other than the Department's representative.

ARTICLE 10 LIQUIDATED DAMAGES

Section 10.1 If the Contractor fails to achieve Substantial Completion by the Substantial Completion Date, the parties acknowledge and agree that the actual damage to the Department for the delay will be impossible to determine, and in lieu thereof, the Contractor shall pay to the Department, as fixed, agreed and liquidated delay damages in the amount set forth in the Project Task Order per day for each calendar day of delay for failure to meet the Substantial Completion Date. The Contractor and the Department agree that the liquidated damages do not constitute, and shall not be deemed, a penalty but represent a reasonable approximation of the damages to the Department associated with a delay in the Project.

ARTICLE 11 INSURANCE AND BONDS

Section 11.1 The Contractor will be required to maintain the following types of insurance throughout the life of the contract. In the event that a claim for or related to the Project is made on any such policy or any other policy, the Design-Contractor shall be responsible for

the payment of any applicable deductible and shall not be entitled to an increase in Lump Sum for the costs of paying such deductible.

- .1 Commercial general public liability insurance (“Liability Insurance”) against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than Two Million Dollars (\$2,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and Two Million Dollars (\$2,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage.
- .2 Workers’ compensation and Employers Liability coverage providing statutory benefits for all persons employed by the Contractor, or its contractors and subcontractors at or in connection with the Work.
- .3 Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000) for each occurrence for bodily injury and property damage.
- .4 Builder’s risk insurance written on an “all risk” basis and covering the value of the improvements being constructed. This coverage does not need to be maintained until such time as construction operations begin.
- .5 With respect to the design team, errors and omissions coverage written on a claims made basis and having an aggregate policy limit of at least Two Million Dollars (\$2,000,000), to be provided by either the Contractor or its design subconsultant.

Section 11.2 Each insurance policy shall be issued in the name of the Contractor and shall name as additional insured parties the Department and the District of Columbia, and the officers, agents and employees of each. Such insurance shall not be cancelable or reduced without thirty (30) days prior written notice to the Department.

Section 11.3 All such insurance shall contain a waiver of subrogation against the Department and the District of Columbia, and their respective agents.

Section 11.4 All such insurance policies shall be written by a company that is rated at least A- by A.M. Best and having a surplus size rating of at least XV and is licensed/approved to do business in the District of Columbia.

Section 11.5 Performance Bond and Payment Bond. For each Task Order, the Contractor shall, before commencing the Construction Phase, provide to the Department a payment bond and performance bond, each with a penal sum equal to the Lump Sum Price of the Task Order. Such bond shall remain in full force and effect until Final Completion is achieved and the Department shall be able to draw upon such bond regardless of the amount paid by the Department to the Contractor, even if such amount exceeds the penal value of such bond.

ARTICLE 12 ECONOMIC INCLUSION REQUIREMENTS

Section 12.1 LSDBE Utilization. The Contractor shall comply with the requirements of the approved LSDBE Utilization Plan attached to each individual Task Order.

Section 12.2 First Source Employment Act. The Contractor shall comply with subchapter III of Chapter 11 Title 1, and subchapter II of Chapter 11 of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Contractor and all member firms and Subcontractors shall execute a First Source Agreement with the District of Columbia Department of Employment Services (“DOES”) prior to beginning Work at the Project site.

Section 12.3 Compliance with the Apprenticeship Act. The Contractor agrees to comply with the requirements of the Apprenticeship Act of 1946, D.C. Code §§ 32-1401, *et seq.* It is understood and agreed that thirty five percent (35%) of all apprentice hours for the Project must be District residents. If the Contractor or any of its subcontractors fail to use its best efforts to meet this goal, the Contractor or the subcontractor shall be subject to a penalty of five percent (5%) of the labor costs associated with the Contract.

ARTICLE 13 CLAIMS & DISPUTE RESOLUTION

Section 13.1 Notice of Claim. If the Contractor has complied with all provisions in Article 9 regarding changes, and the Department has denied the changes requested in a written Change Proposal, or has failed to respond to a written Change Proposal within thirty (30) days, and the Contractor wishes to pursue a claim over the disputed item, or if the Contractor wishes to assert a claim over a contract dispute not arising from matters related to a Change Event, Change Order or Change Directive, then the written notice of claim must be submitted to the Department pursuant to procedures set forth in section 4732 of the Department's procurement rules and section 1004 of the District's Procurement Practices Reform Act of 2010 (PPRA).

Section 13.2 Contents of Notice of Claim. The notice of claim shall state the nature of the claim, the events or circumstances giving rise to the claim, the type of relief requested, and the amount of time or additional compensation, or other damages sought. If the amount of time, compensation, or other damages sought is not reasonably ascertainable at the time, the Contractor shall so state, explain why, and provide whatever estimates it can reasonably provide. The notice shall state clearly that the Contractor intends to assert a claim against the Department.

Section 13.3 Appeal Procedures. All claims arising under or in connection with the Agreement or its breach, or relating to the Project, whether framed in contract, tort or otherwise, and which are not resolved via the claims process may be resolved by filing an appeal with the District of Columbia Board of Contract Appeals in accordance with Title X of the *Procurement Practices Reform Act of 2010* (PPRA). However, if a third party brings any claim against the

Department, including, without limitation, claims of infringement of patents, copyrights or other intellectual property rights, the Department may bring an action for defense or indemnification against the Contractor in the court in which such claim is being litigated.

ARTICLE 14 MISCELLANEOUS PROVISIONS

Section 14.1 Extent of Contract. The Contract, which includes this Agreement and the other documents incorporated herein by reference, represents the entire and integrated agreement between the Department and Contractor and supersedes all prior negotiations representations or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the Department and Contractor. If anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

Section 14.2 Ownership And Use of Documents. The Drawings, Specifications and other documents prepared by the Contractor's Architect/Engineer, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor, Subcontractors, Sub-subcontractors or suppliers on other projects, or for additions to this Project outside the scope of the Work, without the specific written consent of the Department and the Architect/Engineer.

Section 14.3 Governing Law. The Contract shall be governed by and construed in accordance with the laws of the District of Columbia, without regard to its conflict of laws principles.

Section 14.4 Buy American Act Provision. The Contractor shall comply with the provisions of the Buy American Act (41 U.S.C. § 10a), including, but not limited to, the purchase of steel.

Section 14.5 Davis-Bacon Act Provision. The Contractor agrees that the construction work performed under this Contract shall be subject to the Davis-Bacon Act (40 U.S.C. §§ 276a-276a-7). The wage rates applicable to a given Task Order shall be attached thereto. The Contractor further agrees that it and all of its subcontractors shall comply with the regulations implementing the Davis-Bacon Act and such regulations are hereby incorporated by reference.

Section 14.6 False Claims Act. Contractor shall be governed by all laws and regulations prohibiting false or fraudulent statements and claims made to the government, including the prescriptions set forth in District of Columbia Code § 22-2514.

Section 14.7 No Third-Party Beneficiary Rights. Nothing in this Agreement shall be construed as creating third-party beneficiary rights in any person or entity, except as otherwise expressly provided in this Agreement.

Section 14.8 Limitations. The Contractor agrees that any statute of limitations applicable to any claim or suit by the Department arising from this Contract or its breach shall not begin to run, or shall be deemed to be tolled, until Final Completion or, with respect to latent defects or nonconformities, such later time as the Department knew or should have known of the defect or nonconformity.

Section 14.9 Binding Effect; Assignment. The Contract shall inure to the benefit of, and be binding upon and enforceable by, the parties and their respective successors and permitted assigns. The Contractor shall not assign its rights under the Contract, including the right to all or a portion of its compensation, without the Department's prior written consent. Any delegation or assignment made contrary to the provisions of this Paragraph shall be null and void.

Section 14.10 Survival. All agreements warranties, and representations of the Contractor contained in the Contract or in any certificate or document furnished pursuant to the Contract shall survive termination or expiration of the Contract.

Section 14.11 No Waiver. If the Department waives any power, right, or remedy arising from the Contract or any applicable law, the waiver shall not be deemed to be a waiver of the power, right, or remedy on the later recurrence of any similar events. No act, delay, or course of conduct by the Department shall be deemed to constitute the Department's waiver, which may be effected only by an express written waiver signed by the Department.

Section 14.12 Remedies Cumulative. Unless specifically provided to the contrary in the Contract, all remedies set forth in the Contract are cumulative and not exclusive of any other remedy the Department may have, including, without limitation, at law or in equity. The Department's rights and remedies will be exercised at its sole discretion, and shall not be regarded as conferring any obligation on the Department's to exercise those rights or remedies for the benefit of the Contractor or any other person or entity.

Section 14.13 Entire Agreement; Modification. The Contract supersedes all contemporaneous or prior negotiations, representations, course of dealing, or agreements, either written or oral. No modifications to the Contract shall be effective unless made in writing signed by both the Department and the Contractor, unless otherwise expressly provided to the contrary in the Contract.

Section 14.14 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and in lieu of each such invalid, illegal or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable; each part of this Agreement is intended to be severable.

Section 14.15 Anti-Deficiency Act. The Department's obligations and responsibilities under the terms of the Contract and the Contract Documents are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1350, 1351, (ii) the D.C. Code 47-105, (iii) the District of Columbia Anti-Deficiency Act, D.C. Code §§ 47-355.01 - 355.08, as the foregoing statutes may be amended from time to time, and (iv) Section 446 of the District of Columbia Home Rule Act. Neither the Contract nor any of the Contract Documents shall constitute an indebtedness of the Department, nor shall it constitute an obligation for which the Department is obligated to levy or pledge any form of taxation, or for which the Department has levied or pledged any form of taxation. **IN ACCORDANCE WITH § 446 OF THE HOME RULE ACT, D.C. CODE § 1-204.46, NO DISTRICT OF COLUMBIA OFFICIAL IS AUTHORIZED TO OBLIGATE OR EXPEND ANY AMOUNT UNDER THE CONTRACT OR CONTRACT DOCUMENTS UNLESS SUCH AMOUNT HAS BEEN APPROVED, IS LAWFULLY AVAILABLE AND APPROPRIATED BY ACT OF CONGRESS.**

Section 14.16 Termination for Default. The Department may terminate the Contract for default if the Contractor fails materially to perform any of its duties or obligations under the Contract. The Department must provide the Contractor with written notice of its intent to terminate the Contract under this provision seven (7) days before actually putting the termination into effect. If the Contractor has begun its curative action and has made progress satisfactory to the Department within the seven days, the Department may so notify the Contractor and the termination will not take effect. Otherwise, the termination shall take effect after seven days without further notice or opportunity to cure.

Section 14.17 Termination for Convenience The Department may, upon seven (7) days written notice to the Contractor, terminate the Contract in whole or specified part, for its convenience, whether the Contractor is in breach of Contract or not. The notice of termination shall state the effective date of termination, the extent of the termination, and any specific instructions. The Contractor shall be entitled to receive only the following with respect to the terminated portion of the Project: (1) Cost of Work performed up to the date of termination; (2) reasonable costs of terminating outstanding subcontracts and supply agreements and other similar wind-up costs in a reasonable amount; (3) a fair and reasonable portion of the overhead and profit attributable to the Work performed on the terminated portion of the Project, up to the time of termination. In the event of a termination for convenience, the Contractor shall not be entitled to profit on unperformed elements of the Work.

Section 14.18 Anti-Competitive Practices and Anti-Kickback Provisions.

Section 14.18.1 The Contractor recognizes the need for markets to operate competitively and shall observe and shall comply with all applicable law, rules, and regulations prohibiting anti-competitive practices. The Contractor shall not engage, directly or indirectly, in collusion or other anti-competitive practices that reduces or eliminates competition or restrains trade. The Department shall report to the appropriate authority any activity that evidences a violation of the antitrust laws, and take such other further action to which it is entitled or obligated under the law.

Section 14.18.2 The Contractor shall observe and comply with all applicable law, rules, and regulations prohibiting kickbacks and, without limiting the foregoing, Contractor shall not (i) provide or attempt to provide or offer to provide any kickback; (ii) solicit, accept, or attempt to accept any kickback; or (iii) include, directly or indirectly, the amount of any kickback in the contract price charged by Contractor or a Subcontractor of the Contractor to the Department. The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in this subparagraph in its own operations and direct business relationships. The Department may take any recourse available to it under the law for violations of this anti-kickback provision.

Section 14.18.3 The Contractor represents and warrants that it did not, directly or indirectly, engage in any collusive or other anti-competitive behavior in connection with the bid, negotiation or award of the Contract.

Section 14.19 Ethical Standards for the Department's Employees and Former Employees.

Section 14.19.1 The Department expects the Contractor to observe the highest ethical standards and to comply with all applicable law, rules, and regulations governing ethical conduct or conflicts of interest. Neither the Contractor, nor any person associated with the Contractor, shall provide (or seek reimbursement for) any gift, gratuity, favor, entertainment, loan or other thing of value to any employee of the District or the Department not in conformity with applicable law, rules or regulations. The Contractor shall not engage the services of any person or persons in the employment of the Department or the District for any Work required, contemplated or performed under the Contract. The Contractor may not assign to any former Department or District employee or agent who has joined the Contractor's firm any matter on which the former employee, while in the employ of the Department, had material or substantial involvement in the matter. The Contractor may request a waiver to permit the assignment of such matters to former Department personnel on a case-by-case basis. The Contractor shall include in every subcontract a provision substantially similar to this section so that such provisions shall be binding upon each Subcontractor or vendor.

Section 14.20 Gratuities and Officers Not To Benefit Provisions.

Section 14.20.1 If it is found, after notice and hearing, by the Department that gratuities (in the form of entertainment, gifts, payment, offers of employment or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any official, employee or agent of the Department or the District with a view toward securing the Contract or any other contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of the Contract, the Department may, by written notice to the Contractor, terminate the right of the Contractor to proceed under the Contract and may pursue such other rights and remedies provided by law and under the Contract.

Section 14.20.2 In the event the Contract is terminated as provided in Section 13.20.1,

the Department shall be entitled:

- .1 to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor; and
- .2 as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Department) which shall be not less than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee.

Section 14.20.3 No member of, nor delegate to Congress, Mayor or City Council Member, nor officer nor employee of the District, nor officer nor employee of the Department shall be admitted to any share or part of the Contract or to any benefit that may arise therefrom, and all agreements entered into by the authorized representative of the Department in which he or any officer or employee of the Department shall be personally interested as well as all agreements made by the Department in which the Mayor or City Council Member or officer or employee of the District shall be personally interested shall be void and no payments shall be made on any such contracts by the Department or by any officer thereof; but this provision shall not be construed or extend to the agreement if the share of or benefit to the member of, or delegate to Congress, Mayor or City Council Member, or officer or employee of the District is de minimus.

Section 14.21 Covenant Against Contingent Fees Provisions.

Section 14.21.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a Commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Department shall have the right to terminate the Contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of the Department, percentage, brokerage of contingent fee.

Section 14.22 Conformance with Laws. It shall be the responsibility of the Contractor to perform the Contract in conformance with the Department's Procurement Regulations (27 DCMR § 4700 *et seq.*) and all statutes, laws, codes, ordinances, regulations, rules, requirements and orders of governmental bodies, including, without limitation, the U.S. Government and the District of Columbia government; and it is the sole responsibility of the Contractor to determine the Procurement Regulations, statutes, laws, codes, ordinances, regulations, rules, requirements and orders that apply and their effect on the Contractor's obligations thereunder. This Section 13.22 shall apply during both the Design and Preconstruction Phase and the Construction Phase.

Section 14.23 Warranties and Representations

Section 14.23.1 All disclosures, representations, warranties, and certifications the Contractor makes in its proposal in response to the RFP shall remain binding and in effect throughout the term of the Contract. The Contractor reaffirms that all such disclosures, representations, warranties, and certifications are true and correct.

Section 14.23.2 If any disclosure, representation, warranty or certification the Contractor has made or makes pursuant to the RFP or the Contract, including, without limitation, representations concerning the Contractor's construction or design experience and qualifications, claims or litigation history or financial condition, is materially inaccurate, that shall constitute a material breach of the Contract, entitling the Department to all available remedies.

Section 14.23.3 The terms and conditions of Section 14.23 shall apply during both the Preconstruction and Construction and Design Management Phases.

Section 14.24 Responsibility for Agents and Contractors. At all times and during both the Preconstruction and Construction Phases, the Contractor shall be responsible to the Department for any and all acts and omissions of the Contractor's agents, employees, Subcontractors, Sub-Subcontractors, material suppliers, and laborers, and the agents and employees of the Subcontractors, Sub-Subcontractors, material suppliers, and laborers performing or supplying Work in connection with the Project. This Section 14.24 shall apply during both the Preconstruction and Construction Phases.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

DEPARTMENT OF GENERAL SERVICES, an agency within the executive branch of the Government of the District of Columbia

By: _____
Name: _____
Title: _____
Date: _____

[COMPANY NAME]

By: _____
Name: _____
Its: _____

Date: _____

EXHIBIT A

GOVERNMENT OF THE DISTRICT OF COLUMBIA DEPARTMENT OF GENERAL SERVICES



Contracts and Procurement Division

FORM OF TASK ORDER [NUMBER]

Date: [DATE]

ID/IQ Contract Number: DCAM-14-NC-0057

THIS TASK ORDER [NUMBER] is issued pursuant to that certain Basic Ordering Agreement dated [DATE] by and between the Government of the District of Columbia, acting by and through its **DEPARTMENT OF GENERAL SERVICES** (the “Department” or “DGS”) and **[SELECTED CONTRACTOR]** (the “Contractor”). The terms of this Task Order are as follow:

Part A – Project Information

Project Name: [Insert Name]

Lump Sum Amount: [Insert Amount]

Hourly & Unit Rates: Attached hereto as **Exhibit H.** *[note: only for Initial Training Project]*

General Description of Work: Attached hereto as **Exhibit A.**

Required Design Services: Attached hereto as **Exhibit B.**

Completion Date: [Insert Date]

Project Manager: [Insert Name, phone number & e-mail address]

Liquidated Damages: [Insert Amount in Words] Dollars (\$[Insert #]) per calendar day not to exceed [Insert Amount in Words] Dollars (\$[Insert #]) in the aggregate.

Part B - Attachments

Exhibit A: Narrative Scope of Work and Clarifications

Exhibit B: Description of Design Services

Exhibit C: Schedule of Values

Exhibit D: List of allowances

Exhibit E: Key Personnel

Exhibit F: LSDBE Utilization Plan

Exhibit G: Davis-Bacon Act Wage Determinations

Exhibit H: Hourly & Unit Rates *[note: only for Initial Training Project]*

Part C – Contractual Provisions

- 1. Incorporated Provisions.** Except as expressly set forth herein, all of the provisions of Articles 3 through 14 of the Basic Ordering Agreement shall apply to the work covered by this Task Order.
- 2. Scope of Work.** The scope shall perform the scope of work identified in **Exhibit A** and shall provide the design services outlined on **Exhibit B** (the “Project”). In general, the Contractor’s scope of work includes [Basic Description of Scope].

3. Lump Sum Price/Not-to-Exceed Amount. The Contractor shall be paid the lump sum amount set forth in Part A (the “Lump Sum Price”) to deliver a Fully Complete and fully functioning Project. In no event shall the Contractor be paid more than the Lump Sum Price unless the Contractor is authorized to exceed this limit in advance and in writing by the Department’s contracting officer.

[note: Section 3.a only for Initial Training Project]

3.a Hourly and Unit Rates/Not-to-Exceed Amount. The Contractor shall be paid on a time and materials basis in accordance with the hourly and Unit rates set forth in **Exhibit H**. In no event, however, shall the Contractor be paid more than \$_____ for the work authorized herein unless the Contractor is authorized to exceed this limit in advance and in writing by the Department’s contracting officer

4. LSDBE Utilization. The Contractor shall comply with the LSDBE Utilization Plan attached hereto as **Exhibit D**.

5. Key Personnel. The Contractor shall provide the personnel listed on **Exhibit C** in completing the Project.

6. Special Provisions. This Task Order shall prevail over any inconsistent terms in the Contractor’s proposal. Additional requirements are as follow: [Insert additional provisions or “None” as appropriate.]

ISSUED BY:

ACCEPTED BY:

By: _____
Name: Brian J. Hanlon
Title: Director &
Chief Contracting Officer

By: _____
Name: _____
Title: _____
Date: _____

Case History



Type of Project / Name:	Hail-Damaged Mod-Bit Roof Restoration / Bishop McGuinness Catholic High School
Location:	Oklahoma City, OK
Specification:	GacoFlex S20 Silicone
Contractor:	Coontz Roofing, Inc.
Customer:	Bishop McGuinness Catholic High School
Problem to be Solved:	Modified bitumen roof received hail damage.

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Gaco Western has you Covered with Innovative Solutions.

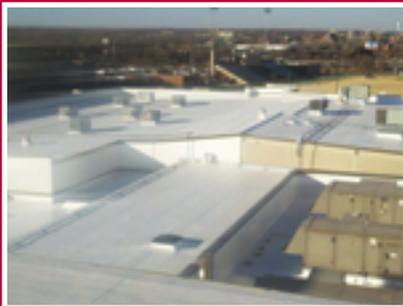
gaco.com | 800 331 0196



Hail-damaged roofs *restored with GacoFlex S20.*



Before



After

PROBLEM: Bishop McGuinness Catholic High School is a college-prep secondary school in the Oklahoma City metro area. With an enrollment of 720 co-ed students in grades 9-12, the school complex consists of multiple buildings and athletic fields that run along a major freeway. This area has experienced multiple severe hail storms in recent years and the repeated hail damage has resulted in roofs being removed and replaced at a high cost to the school and their insurance carrier. Ultimately, these repeated costs will result in higher insurance premiums for the school.

SOLUTION: Coontz Roofing, Inc., an Oklahoma roofing contractor since 1978, suggested using GacoFlex S20 over the entire 142,700 square foot roof areas on all of the buildings. There was no need to tear off the existing modified bitumen roof which significantly reduced the school's expenses as well as the environmental impact of landfill disposal. Due to the excellent waterproofing capabilities of GacoFlex S20, Scott Coontz was confident the life of the roof would be extended and its performance would meet the needs of the school.

UNIQUE CHARACTERISTICS: Applying the GacoFlex S20 Silicone Roof Coating System during the school year presented several challenges. Teacher and student cars were parked daily in and around buildings in multiple parking lots, so application had to be done during extended Thanksgiving and Christmas breaks as well as on weekends. Because GacoFlex S20 can be applied down to 32°F, Coontz Roofing was able to be very productive on this project during the cool November and December months. Application was coordinated daily with the school maintenance supervisor to lessen any disruption of school activities (including a basketball tournament). The size of the buildings varied greatly and many had height issues to overcome.

INSTALLATION DETAILS: Most of the roof areas were sprayed using a Gaco-modified Graco[®] X-70 airless spray pump with a 300 foot hose to reach across roof expanses. The higher roof areas were completed first and then the lower roofs. The school administration was pleased with how quickly the process was completed; previous roofing projects had taken several months as opposed to the few weeks to install the GacoFlex S20 Silicone Roof Coating System.

Waterproofing and Insulating our World, from NASA to your Neighborhood,
Gaco Western has you Covered with Innovative Solutions.



Case History



Type of Project / Name: Mod-Bit Roof Restoration / Westin Hotel
Location: Kansas City, MO
Specification: GacoFlex S20 Silicone
Contractor: Sellers and Marquis
Customer: The Westin Kansas City at Crown Center
Problem to be Solved: Modified bitumen roof nearing end-of-life.

Waterproofing and Insulating our World, from NASA to your Neighborhood,
Gaco Western has you Covered with Innovative Solutions.

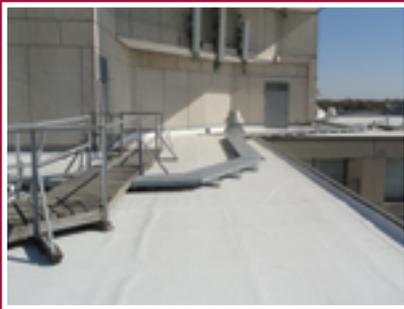
gaco.com | 800 331 0196



Hotel roof restored using *GacoFlex S20.*



The Westin Kansas City
at Crown Center



The completed roof coated
with GacoFlex S20.

PROBLEM: Located in the heart of downtown Kansas City, Crown Center features shops, hotels, restaurants, and theatres. This 'city within a city' also includes residences and businesses adjoining the corporate headquarters of Hallmark Cards, Inc., parent of Crown Center Redevelopment Corp.

The complex includes a hotel owned by Crown Center and operates as The Westin Kansas City at Crown Center. The hotel follows a regular maintenance schedule for its roofs. As Crown Center building engineers planned a new roof for the Westin, they realized that they were at a crossroads. They either had to pay the expense of installing a new roof or find a way to extend the life of the existing roof another 10-15 years.

SOLUTION: Sellers and Marquis, a Kansas City-based roofing contractor, elected to apply the GacoFlex S20 Roof Coating System over the entire roof. There was no need to tear off the existing modified bitumen roof, significantly reducing the expense and the environmental impact of landfill disposal. And with GacoFlex S20's excellent waterproofing capabilities, Sellers and Marquis felt confident that the life of the roof would be extended and its performance would meet the needs of the hotel.

The white GacoFlex S20 coating also provides a 'green' solution. It reflects UV sunlight, reducing the need for cooling in summer, and it reduces the urban heat island effect. Coating instead of reroofing proved a more environmentally-friendly, sustainable solution.

Maintenance Division Manager at Sellers and Marquis, Mike Davis, said "The customer was very pleased with our results. Using GacoFlex S20 will open doors for us where customers want to extend the life of their roof instead of replacing it."

UNIQUE CHARACTERISTICS:

The Westin Kansas City at Crown Center is a luxury hotel, and hotel guests certainly expect not to be disturbed during their visit. Mike Davis described the logistics of repairing the roof as 'landlocked.' In the middle of the city it was very difficult to complete the project without disturbing the guests while making space to work.

INSTALLATION DETAILS:

Another consequence of being landlocked is that the contractor couldn't set up a crane. Davis moved the components of a hoist up the elevator, and then set up the motorized hoist on the roof to pull a 300-lb hose to the top. Sellers and Marquis sent up an X-70 pump, extruded the GacoFlex S20 out of the hose, and then applied it with a roller. Because of the urban environment, Davis couldn't risk overspray.

Another challenge of the job was the lack of parapet walls. Workers had to be harnessed full-time with additional tie-off points, so progress was much slower than usual.

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**GACOFLEX ROOF COATING
FIFTEEN YEAR MEMBRANE RECOAT WARRANTY**

We warrant that the GACOFLEX Elastomeric Coating System applied to:

Structure:

Address:

Owner:

Specification:

Area:

Date of Completion of GacoFlex Application:

Will remain free of water leaks into the building structure resulting from ordinary weather conditions or due to improper application and will adhere to the existing coating. The length of the warranty shall be fifteen years. In the event that water leaks into the structure due to failure of the Gacoflex liquid coating system, except as expressly excluded herein, during the first seven and a half years, the manufacturer for its part will supply coating and the applicator for its part will supply any additional material and install repairs without cost to the owner. If failure occurs in the succeeding seven and a half years, the manufacturer shall provide coating material and reimburse the original contractor or a Gaco Western qualified applicator for making repairs of defects.

CONDITIONS:

1. This warranty does not apply to damage to the coating or substrate by structural movement, physical abuse, failure of the structure, vandalism, modifications to the roof, windstorm, lightning, hail, plant life, animal life or other casualty.
2. This warranty does not apply to any damage to the roof covering caused by settlement, cracking or other movement of the roof deck, original roof system, walls or foundations of the building structure.
3. This warranty does not cover any failures due to deficiencies of any original roofing materials used over which the Gaco Western roof coating is applied.
4. This warranty does not cover discoloration or dirt accumulation on the coating.
5. Liability ceases if any alterations, additions or repairs (excluding emergency repairs) are made except in accordance with specific written instructions from Gaco Western
6. Neither applicator nor manufacturer is liable for consequential damage to the structure or its contents resulting from defects in the roof covering. The obligation assumed under this warranty is expressly limited to Gaco Western providing such roofing materials and the approved applicator providing the labor required to repair any defects covered herein.

**GACOFLEX ROOF COATING
FIFTEEN YEAR MEMBRANE RECOAT WARRANTY**

Project Name:
Warranty Number:

Page Number 2

7. This warranty becomes effective only upon payment in full to both applicator and manufacturer for all outstanding charges relating to this project.
8. This warranty may only be transferred to a new owner by notifying Gaco Western in writing if use of the building is the same or if written approval of the new use is obtained from Gaco Western.
9. Any notice of claimed defect in either workmanship or materials shall be sent to both the applicator and manufacturer at the address below. Failure to notify both parties in writing of any such claimed defects within thirty days of discovery shall void this warranty.

MANUFACTURER

GACO WESTERN'S INSTALLING
APPLICATOR OF RECORD

GACO WESTERN
1245 Chapman Drive
Waukesha, WI 53186

By:

By:

Title:

Title:

Date:

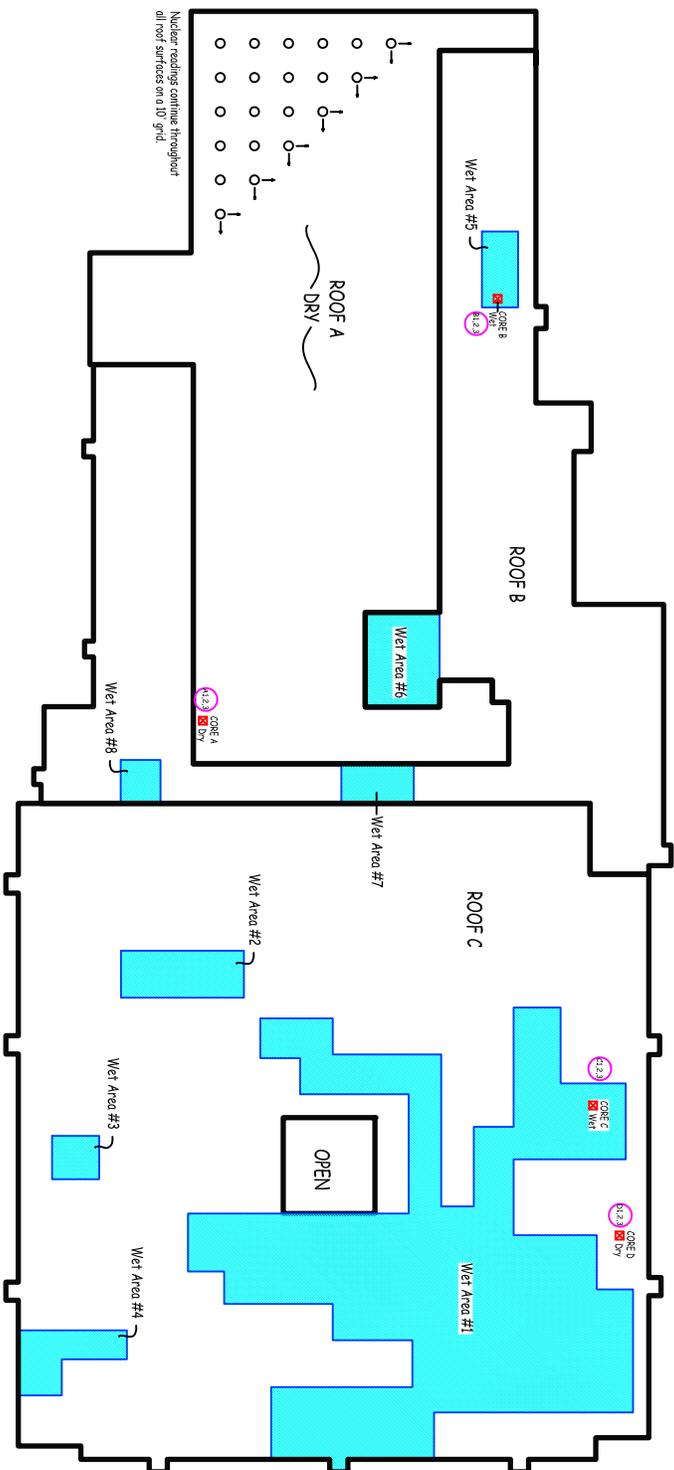
Date:

OWNER:

By:

Title:

Date:



Nuclear readings continue throughout all roof surfaces on a 10' grid.

Legend	
■	CORE SAMPLE
○	NUCLEAR DATA POINT
Ⓜ	CONDITION PHOTO
Ⓜ	WET INSULATION
Ⓜ	NOT IN CONTRACT

Area: ROOF A	(in approximate square feet)
Square Footage of Roof Inspected:	15,256
Square Footage of Wet Area:	0
Percentage of Wet Area:	0

Area: ROOF B	(in approximate square feet)
Square Footage of Roof Inspected:	13,182
Square Footage of Wet Area:	1,098
Percentage of Wet Area:	8.3%

Area: ROOF C	(in approximate square feet)
Square Footage of Roof Inspected:	31,285
Square Footage of Wet Area:	8,663
Percentage of Wet Area:	27.7%

Area: TOTAL OF ALL ROOFS	(in approximate square feet)
Square Footage of Roof Inspected:	59,723
Square Footage of Wet Area:	9,761
Percentage of Wet Area:	16.3%

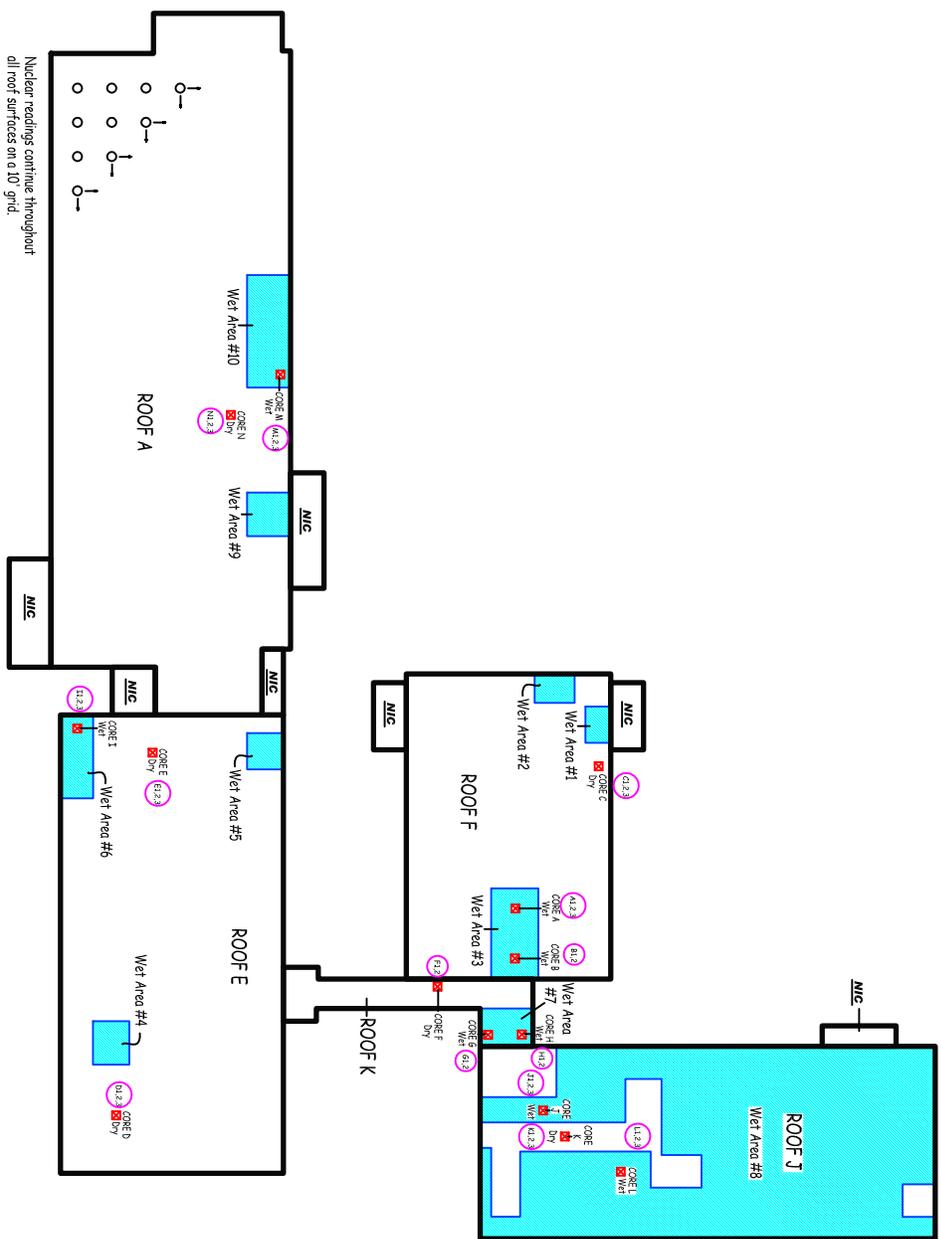
NUCLEAR ROOF MOISTURE ANALYSIS

INFRA RED ANALYZERS
 CONDITION THERMOGRAPHY
 45 DUNDAS ST. E.
 WILLOWDALE, ONTARIO M2H 1B7
 Phone: (800) 879-1984
 MISSISSAUGA, ONTARIO
 NEW HAVEN, CT
 NEW YORK, NY



BLUEFIN
 SHERWOOD FOREST, MD
 BURRVILLE SCHOOL
 WASHINGTON, DC

SCALE: 1/16"=1'-0"
 DATE: 02-21-13
 PAGE: 1 OF 1
 DRAWN BY: DMR
 JOB#: 1306X05



Nuclear readings continue throughout all roof surfaces on a 10' grid.

Legend	
	CORE SAMPLE
	NUCLEAR DATA POINT
	CONDITION PHOTO
	WET INSULATION
	NIC - NOT IN CONTRACT

Areas: ROOF A (in approximate square feet)	11,926
Square Footage of Roof Inspected:	516
Square Footage of Wet Area:	4.3%
Percentage of Wet Areas:	

Areas: ROOF B (in approximate square feet)	7,771
Square Footage of Roof Inspected:	427
Square Footage of Wet Area:	5.5%
Percentage of Wet Areas:	

Areas: ROOF C (in approximate square feet)	4,745
Square Footage of Roof Inspected:	483
Square Footage of Wet Area:	10.2%
Percentage of Wet Areas:	

Areas: ROOF D (in approximate square feet)	6,557
Square Footage of Roof Inspected:	5,492
Square Footage of Wet Area:	82.5%
Percentage of Wet Areas:	

Areas: ROOF E (in approximate square feet)	775
Square Footage of Roof Inspected:	151
Square Footage of Wet Area:	19.5%
Percentage of Wet Areas:	

Areas: TOTAL OF ALL ROOFS (in approximate square feet)	34,883
Square Footage of Roof Inspected:	7,069
Square Footage of Wet Area:	151
Percentage of Wet Areas:	22.2%

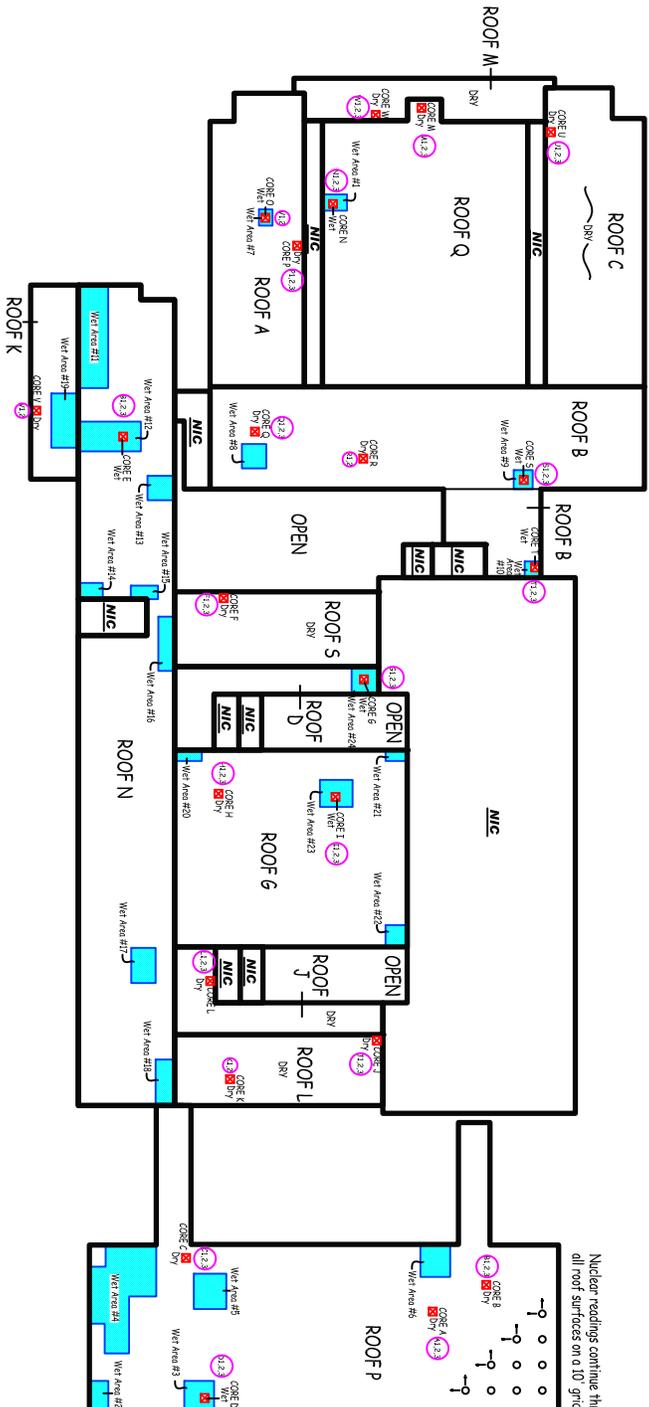
NUCLEAR ROOF MOISTURE ANALYSIS

INFRA RED ANALYZERS
 CERTIFIED THERMOGRAPHERS
 651 WILMINGTON DRIVE
 WILMINGTON, DELAWARE 19805
 PH: 302-436-1100
 FAX: 302-436-1101
 WWW.INFRAREDANALYZERS.COM
 MESA, AZ - NEWARK, CT - NEW YORK, NY



BLUEFIN
 SHERWOOD FOREST, MD
 BEERS SCHOOL
 WASHINGTON, DC

SCALE: 1/16"=1'-0"
 DATE: 02-27-13
 PAGE: 1 OF 1
 DRAWN BY: DMR
 JOB#: 1306AX02



Legend

- CORE SAMPLE
- CONDITION PHOTO
- WET INSULATION
- NIC NOT IN CONTRACT

Nuclear readings continue throughout all roof surfaces on a 10' grid.

Areas: TOTAL OF ALL ROOFS (In approximate square feet)

Square Footage of Roof Inspected:	59,467
Square Footage of Wet Areas:	5,179
Percentage of Wet Areas:	8.7%

Areas: ROOF A (In approximate square feet)

Square Footage of Roof Inspected:	3,677
Square Footage of Wet Areas:	30
Percentage of Wet Areas:	<1%

Areas: ROOF B (In approximate square feet)

Square Footage of Roof Inspected:	7,036
Square Footage of Wet Areas:	450
Percentage of Wet Areas:	2.4%

Areas: ROOF C (In approximate square feet)

Square Footage of Roof Inspected:	3,894
Square Footage of Wet Areas:	0
Percentage of Wet Areas:	0

Areas: ROOF D (In approximate square feet)

Square Footage of Roof Inspected:	1,062
Square Footage of Wet Areas:	101
Percentage of Wet Areas:	9.5%

Areas: ROOF G (In approximate square feet)

Square Footage of Roof Inspected:	6,229
Square Footage of Wet Areas:	256
Percentage of Wet Areas:	4.1%

Areas: ROOF J (In approximate square feet)

Square Footage of Roof Inspected:	1,212
Square Footage of Wet Areas:	0
Percentage of Wet Areas:	0

Areas: ROOF K (In approximate square feet)

Square Footage of Roof Inspected:	1,261
Square Footage of Wet Areas:	420
Percentage of Wet Areas:	15.9%

Areas: ROOF L (In approximate square feet)

Square Footage of Roof Inspected:	2,009
Square Footage of Wet Areas:	0
Percentage of Wet Areas:	0

Areas: ROOF M (In approximate square feet)

Square Footage of Roof Inspected:	1,339
Square Footage of Wet Areas:	0
Percentage of Wet Areas:	0

Areas: ROOF N (In approximate square feet)

Square Footage of Roof Inspected:	10,350
Square Footage of Wet Areas:	1,221
Percentage of Wet Areas:	11.8%

Areas: ROOF P (In approximate square feet)

Square Footage of Roof Inspected:	11,794
Square Footage of Wet Areas:	1,151
Percentage of Wet Areas:	9.8%

Areas: ROOF Q (In approximate square feet)

Square Footage of Roof Inspected:	7,524
Square Footage of Wet Areas:	54
Percentage of Wet Areas:	<1%

Areas: ROOF S (In approximate square feet)

Square Footage of Roof Inspected:	2,080
Square Footage of Wet Areas:	0
Percentage of Wet Areas:	0

NUCLEAR ROOF MOISTURE ANALYSIS

INFRA-RED ANALYZERS
CERTIFIED THERMOGRAPHERS
 WILLISTON, VERMONT 05495
 Phone: (800) 879-1964
 NASHUA, NH - NEW HAVEN, CT - NEW YORK, NY

BLUEFIN SHERWOOD FOREST, MD
BROWNWOOD SCHOOL WASHINGTON, DC

SCALE: 3/8"=1'-0"
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