

ATTACHMENT J.1.1

CONTRACTOR'S BID BREAKDOWN FORM

DEPARTMENT OF REAL ESTATE SERVICES
Government of The District of Columbia

CONTRACTOR'S BID BREAKDOWN FORM

Bid Element _____

Project: Pool Renovations (Bundle 2)
Address: _____
Bidder: _____

SPONSOR AGENCY: DRES
FMS ID: _____

CSI	DESCRIPTION	QUANTITY	UNIT	MATERIAL		LABOR		TOTAL MATERIAL & LABOR
				UNIT	COST	UNIT	COST	
GENERAL CONSTRUCTION WORK-Include all overhead, profit, and mark-up in costs								
Division 1	General Requirements							
	System Start-Up	1	LS					
	Service Contracts	1	LS					
	General Allowance (Provide Hourly Rate)		Hr.					
	Attic Stock of Pool Chemicals	1	LS					
	Subtotal							\$0.00
Division 2	Existing Conditions							
	Replace Perspex & Missing Covers at Light Poles	3	EA					
	Subtotal							\$0.00
Division 3	Concrete							
	Concrete Panel Replacement	650	SF					\$0.00
	Subtotal							\$0.00
Division 4	Masonry							
								\$0.00
	Subtotal							\$0.00
Division 5	Metals							

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				UNIT	COST	UNIT	COST	
	Subtotal							\$0.00
Division 6	Woods, Plastics and Composites							
								\$0.00
	Subtotal							\$0.00
Divisions 7	Thermal and Moisture Protection							
	Replace Building Caulking	1235	LF					\$0.00
	Replace Concrete Deck Caulking	925	LF					\$0.00
	Subtotal							\$0.00
Division 8	Openings							
								\$0.00
	Subtotal							\$0.00
Division 9	Finishes							
	Interior Repainting	18420	SF					\$0.00
	Replace Toilet Room Door	1	EA					\$0.00
	Replace Door Closer	1	EA					\$0.00
	Replace Interior Doors (Only)	6	EA					\$0.00
	Repair Ceramic Tile Flooring Cove Base in Men's Room	38	LF					\$0.00
	Replace Interior Door Frames	8	EA					\$0.00

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				UNIT	COST	UNIT	COST	
	Recoat Non-Skid Flooring	100	SF					\$0.00
	Replace Interior Doors, Frames & Hardware	10	EA					\$0.00
	Install Soap Dispensers	14	EA					\$0.00
	Clean Interior Areas	3905	SF					\$0.00
	Subtotal							\$0.00
Division 10	Specialties							
	Mold Remediation at Men's and Women's Showers	75	SF					\$0.00
	Subtotal							\$0.00
Division 11	Equipment							
								\$0.00
	Subtotal							\$0.00
Division 12	Furnishing							
								\$0.00
	Subtotal							\$0.00
Division 13	Special Construction							
								\$0.00
	Subtotal							\$0.00
Division 14	Conveying Equipment							
								\$0.00
	Subtotal							\$0.00

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				UNIT	COST	UNIT	COST	
Division 21	Fire Protection							
	Replace Illuminated Exit Sign	1	EA					\$0.00
	Replace Damaged Strobe	1	EA					\$0.00
	Subtotal							\$0.00
Division 22	Plumbing							
	Plumbing Evaluation	1	LS					
	Plumbing Repair (Provide Hourly Rate)		Hr.					
	Replace Lavatory	1	EA					
	Install Sump Pump System	1	EA					
	Replace Deck Drain Covers	5	EA					
	Service Automatic Backwash System	4	EA					
	Replace Gate Valve	1	EA					
	Install Pipe Insulation	80	LF					
	Replace Hair and Lint Strainer Bolts	32	Bolts					
	Replace Missing Drinking Fountain	1	EA					
	Replace Damaged Urinals	4	EA					
	Water Heater Replacement (50-Gallon Gas-Fired)	1	EA					
	Install French Drain	20	LF					
	Replace Shower Controllers at Men's Room	4	EA					
	Replace Damaged Pipe Insulation	33	LF					

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				UNIT	COST	UNIT	COST	
	Subtotal							\$0.00
Division 23	Heating, Ventilation and Air Conditioning							
								\$0.00
	Subtotal							\$0.00
Division 26	Electrical							
	Electrical Preventative Maintenance	1	LS					\$0.00
	Electrical Repair Allowance (Provide Hourly Rate)		Hr.					\$0.00
	Replace Corroded Panel Board & Switch	1	LS					\$0.00
	Replace Missing & Damaged Cover Plates	1	LS					\$0.00
	Replace Deteriorated Exterior Lights	4	EA					\$0.00
	Subtotal							\$0.00
Division 27	Communications							
								\$0.00
	Subtotal							\$0.00
Division 28	Electronic Safety and Security							
								\$0.00
	Subtotal							\$0.00
Division 31	Earthwork							

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				UNIT	COST	UNIT	COST	
								\$0.00
	Subtotal							\$0.00
Division 32	Exterior Improvements							
	Exterior Powerwashing	94930	SF					\$0.00
	Exterior Repainting	6520	SF					\$0.00
	Rout & Seal Concrete Cracks	2315	LF					\$0.00
	Replace Exterior Screen at Women's Room Exhaust Fan	16	SF					\$0.00
	Replace Exterior Door, Frames & Hardware	7	EA					\$0.00
	Roof Life Extension Maintenance	27	SF					\$0.00
	Replace Gutters & Downspouts	145	LF					\$0.00
	Patch Holes in CMU Wall	32	SF					\$0.00
	Repair Chain-Link Fence	78	SF					\$0.00
	Powerwash & Paint Pool Deck	13846	SF					\$0.00
	Scrape & Whitecoat Pool	800	SF					\$0.00
	Replace Missing Door Handle	1	EA					\$0.00
	Allign Hinges at Entrance Gates	4	EA					\$0.00
	Replace Tie Bars & Brackets at Chain Link Fence - adj. Gates	4	EA					\$0.00
	Replace Tie Rods at Base of Chain Link Fence	315	LF					\$0.00
	Repoint Brick Veneer	250	SF					\$0.00
	Replace Exterior Doorframe (Only)	1	EA					\$0.00
	Replace Louvered Vent at Left and Right Elevations of Pump House	9	SF					\$0.00

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CSI	DESCRIPTION	QUANTITY	UNIT	MATERIAL		LABOR		TOTAL MATERIAL & LABOR
				UNIT	COST	UNIT	COST	
	Repair Chain-Link Fence	10	LF					\$0.00
	Seal Fence Post Pockets	11	Pockets					\$0.00
	Replace Grate Above Front Entrance and at Left Elevation of Pump Ho	8	SF					\$0.00
	Clean, Prime & Repaint Light Poles	4	EA					\$0.00
	Replace Deteriorated Wood Trim	178	LF					\$0.00
	Subtotal							\$0.00
Division 33	Utilities							
								\$0.00
	Subtotal							\$0.00
	TOTAL							\$0.00

GOVERNMENT OF THE DISTRICT OF COLUMBIA

DEPARTMENT OF REAL ESTATE SERVICES

Construction Division



ATTACHMENT J.1.2

DPR POOL RENOVATION BUNDLE #4

SCOPE OF WORK

Objective

The objective of the Pool Renovation project shall be to return the subject Properties to a state of good repair prior and to a code compliant condition prior to opening of the pools on May 29, 2010.

Property Name	Street Address	Ward
Theodore Hagans Pool	3201 Fort Lincoln Drive, NE	(Ward 5)
Langdon Pool	2901 20th Street, NE	(Ward 5)
Harry Thomas Pool	1743 Lincoln Road, NE	(Ward 5)
Upshur Pool	14th Street & Arkansas Avenue	(Ward 4)
Parkview Children's Pool	693 Otis Place, NW	(Ward 1)
Francis Pool	2550 N. Street, NW	(Ward 2)
Volta Park	1555 34th Street, NW	(Ward 2)
Happy Hollow	18th & Kalorama Road	(Ward 1)

Warranty

Contractor shall provide standard one (1) year warranty for installation work performed under this contract. Manufacturer's standard warranties will apply for all materials, parts, and equipment.

Code Reference

All work shall be performed in strict accordance with attached specifications, manufacturer's installation requirements, and all current applicable District of Columbia

mandated Codes, Regulations, and Requirements as well as industry standards for quality and performance. This includes but is not limited to:

1. International Building Code
2. International Plumbing Code
3. International Mechanical Code
4. International Fuel Gas Code
5. National Electric Code
6. ADAAG/ADA

Work under this project is to be completed prior to opening of the various sites on May 29, 2010. The specific items of work for project are detailed within the following sections hereby incorporated by reference.

1.0 General Scope of Work

- 1.1 Interior repainting. Paint shall consist of Benjamin Moore Bath and Spa Moisture resistant Paint or approved equal. 18,420 square feet. Paint colors for lockers rooms shall be White Rock (#918) and Ivory Task (#2153/70). Colors for other areas shall be as directed by the COTR.
- 1.2 Exterior repainting. (See Attachment J.1.2 - Specifications & Requirements). 6,520 square feet.
- 1.3 Concrete panel replacement (See Attachment A - Specifications & Requirements). 650 square feet.
- 1.4 Routing & Sealing of Cracks at On-Grade Concrete (See Attachment A - Specifications & Requirements and also Specification). 2,315 linear feet.
- 1.5 Replace failed building caulking with Single-Component, Nonsag, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 50, for Use NT. See attached specification. 1,235 linear feet.
- 1.6 Replace failed concrete deck caulking (reference attached specification). 925 linear feet.

- 1.7 System Start-Up (See Attachment A - Specifications & Requirements). Lump Sum for All Properties.
- 1.8 Service Contracts (See Attachment A - Specifications & Requirements). Lump Sum for All Properties.
- 1.9 Plumbing Evaluation & Repair (See Attachment A - Specifications & Requirements). Contractor shall provide an hourly rate for plumbing work in their bid breakdown sheet and shall include an allowance in their bid for unforeseen plumbing conditions. Labor for unforeseen plumbing work will be paid at hourly rate provided with bid. Contractor shall be reimbursed for parts and materials at actual cost plus 10%.
- 1.10 General Allowance (See Attachment A - Specifications & Requirements). Lump Sum for All Properties.
- 1.11 Exterior Power Washing (See Attachment A - Specifications & Requirements). 94,930 square feet.
- 1.12 Electrical System Testing, Repair & Preventative Maintenance (See Attachment A - Specifications & Requirements). Fourteen 200 amp panel boards. Six 600 amp electrical service. Contractor shall provide an hourly rate for electrical work in their bid breakdown sheet and shall include an allowance of \$5,000 in their bid for unforeseen electrical conditions. Labor for unforeseen electrical work will be paid at hourly rate provided with bid. Contractor shall be reimbursed for parts and materials at actual cost plus 10%.
- 1.13 Contractor shall provide an hourly rate for pool filtration, pump, and associated systems work in their bid breakdown sheet and shall include an allowance of \$10,000.00 in their bid for unforeseen pool filtration, pump, and associated systems conditions. Work shall consist of powering off all pump and filtration related system equipment, removing covers, cleaning interior components, replacing balancing tank valves (as needed), checking fluid levels, completing as-needed repairs and component replacements (upon approval of the District of Columbia appointed representative) and replacing sand filter media. Upon completion of these procedures, Contractor shall power-on equipment and test for overall operation to include equipment

responsiveness to control points. Labor for unforeseen pool filtration, pump, and associated systems work will be paid at hourly rate provided with bid. Contractor shall be reimbursed for parts and materials at actual cost plus 10%.

- 1.14 Contractor shall provide an hourly rate for general work, not included above, in their bid breakdown sheet and shall include an allowance in their bid for unforeseen conditions. Labor for unforeseen conditions will be paid at hourly rate provided with bid. Contractor shall be reimbursed for parts and materials at actual cost plus 10%.
- 1.15 If a specific replacement product is not stated, replace with product of equal quality.
- 1.16 Contractor shall be responsible for all permits.
- 1.17 Contractor shall coordinate priority issues with the COTR. Specifically, the Contractor shall coordinate with the COTR to assure completion of the scope items that will affect the Department of Health (DOH) inspection must be completed prior to May 10, 2010. All non DOH related work must be completed prior to May 29, 2010.
- 1.18 Where a specific manufacturer and model number has been named, unless otherwise noted it will be acceptable for the Contractor to substitute this manufacturer and model with an approved equivalent.
- 1.19 Contractor shall purchase and deliver certain pool chemicals to the Properties. Chemicals shall consist of 5,800 gallons of Sodium Hypochlorite and 150 gallons of Trichlor. The District of Columbia appointed representative shall make the final determination as to where said chemicals should be delivered to.
- 1.20 Replace deteriorated wood fascia (See Attachment A - Specifications & Requirements). 178 linear feet.
- 1.21 Install soap dispensers at lavatories and showers. Bobrick B-40 Classic Series Surface-Mounted Soap Dispenser or approved equal. 14 units.
- 1.22 Clean interior of buildings (See Attachment A - Specifications & Requirements). Buildings with interior floor areas of 3,905 square feet.

1.23 Contractor shall provide an hourly rate for general work, not included in sections above, in their bid breakdown sheet and shall include an allowance of \$150,000 in their bid for unforeseen conditions. Labor for unforeseen conditions will be paid at hourly rate provided with bid. Contractor shall be reimbursed for parts and materials at actual cost plus 10%.

2.0 Project Specific Scope of Works

2.1 Theodore R. Hagans, Jr

- 2.1.1 Replace Automatic Door Closer: replace one (1) closer at the pool office exterior door
- 2.1.2 Repair Downspout: replace downspout section at the filter room; approx. 2 LF
- 2.1.3 Reinstall Ceramic Tile and Wood Baseboard: reinstall molding at the Girl's and Boy's locker rooms; approx. 13 LF
- 2.1.4 Replace Vinyl Baseboard: replace the missing molding in the pool office; approx. 25 LF
- 2.1.5 Seal Crack in Concrete Floor; approx 5 LF at entryway
- 2.1.6 Paint Chain Link Fence and Exterior Railings; approx. 278 LF
- 2.1.7 Repair Brick Masonry Cracking: approx. 7 LF at to chemical room wall
- 2.1.8 Pool Deck Repairs: seal cracking, approx. 125 LF
- 2.1.9 Service Pool Equipment: refurbish pool filter tanks (seals, gaskets, etc.), two (2); service automatic backwash system, one (1)
- 2.1.10 Stock of pool chemicals: 1,143 gallons of sodium hypochlorite; 26.5 gal. muriatic acid
- 2.1.11 Recharge Sand Filter Media; One (1) filter

2.2 Langdon

- 2.2.1 Pool Deck Repairs: replace deteriorated sections adjacent to patio wall and rear deck area, approx. 245 SF; seal cracking, approx. 300 LF
- 2.2.2 Service Pool Equipment: refurbish pool filter tanks (seals, gaskets, etc.), two (2), service automatic backwash system, one (1)
- 2.2.3 Stock of Pool Chemicals: 250 pounds of Trichlor; 26.5 gal. muriatic acid
- 2.2.4 Recharge Sand Filter Media; One (1) filter
- 2.2.5 Repair Wood Fascia: approx. 430 LF at all elevations
- 2.2.6 Replace Screen: approx nine (9) SF at the women's changing room
- 2.2.7 Drywall Repair and Replacement: Remove and replace ceiling in women's office restroom; approx. 25 SF
- 2.2.8 Interior Door Replacement: replace one (1) door at the women's

office restroom

2.2.9 Replace Lavatories: three (3) at women's changing room

2.3 Harry Thomas

2.3.1 Pool Deck Repairs: replace sections at main pool and wading pool wall, approx. 8 SF; seal cracking, approx. 450 LF

2.3.2 Service Pool Equipment: refurbish pool filter tanks (seals, gaskets, etc.), three (3), service automatic backwash system, one (1)

2.3.2 Stock of Pool Chemicals: 300 pounds of bromine; 26.5 gal. muriatic acid

2.3.3 Recharge Sand Filter Media; three (3) filters

2.3.4 Seal and Paint Rear Concrete Retaining Wall: approx. 140 SF

2.3.5 Remove Trees From Rear Fence: approx. 3 trees and other vegetation

2.3.6 Replace Damaged Ceramic Tiles: two (2) tiles at the wading pool perimeter

2.3.7 Paint Pool Shell; approx. 1,100 SF at the wading pool

2.4 Upshur

2.4.1 Seal Crack in Interior Concrete Floor; approx 48 LF

2.4.2 Paint Chain Link Fence; approx. 460 LF of fencing and gates at the children's pool

2.4.3 Pool Deck Repairs: replace sections at southwest corner, approx. 40 SF; seal cracking, approx. 450 LF

2.4.4 Service Pool Equipment: refurbish pool filter tanks (seals, gaskets, etc.), one (1), service automatic backwash system, one (1)

2.4.5 Stock of Pool Chemicals: 1.143 gal. sodium hypochlorite; 26.5 gal. muriatic acid

2.4.6 Replace Wood Window Trim; approx. 20 SF

2.4.7 Repair Damage Ceramic Tile: approx 10 SF at women's locker room

2.4.8 Power Wash and Caulk Exterior Walls: approx. 3,160 SF.

2.4.9 Brick Masonry Wall Repair: approx.240 SF

2.4.10 Replace Exterior Wall Louver: one (1) lover at women's locker room

2.4.11 Replace Exterior Door Hardware: six (6) doors

2.4.12 Replace Missing Rooftop Vent Cover: one (1) at women's locker room

2.4.13 Clean Building Interior; approx. 840 SF

2.4.14 Seal Ceiling Openings Around Exhaust Ducts: five (5) each

2.4.15 Install Accessories at All Lavatories and Showers: Install at men's and women's areas two (2) areas

2.4.16 Replace Damaged/Missing Plumbing Access Panels: replace two (2) damaged panels in the women's shower room

2.4.17 Replace Corroded Electrical Panelboards and Switches: replace five (5) covers in the mechanical room

- 2.4.18 Replace Damaged Exit Signs and Emergency Lighting Fixtures: two (2) exit signs and one(1) emergency light
- 2.4.19 Replace Gate Hardware at Children's Pool: two (2) gates
- 2.4.20 Replace Cracked, Missing Steel Trench Drain Grates: approx. 12 SF along the swimming pool perimeter
- 2.4.21 Install Lifeguard Chairs: one (1) chair as directed by the Department of Health

2.5 Francis

- 2.5.1 Pool Deck Repairs: replace sections at far left corner, approx. 50 SF; seal cracking, approx. 450 LF
- 2.5.2 Service Pool Equipment: refurbish pool filter tanks (seals, gaskets, etc.), one (1), service automatic backwash system, one (1), replace screws in movable bulkhead four (4)
- 2.5.3 Stock of Pool Chemicals: 1,143 gal. sodium hypochlorite; 26.5 gal. muriatic acid
- 2.5.4 Recharge Sand Filter Media; three (3) filters
- 2.5.5 Power Wash and Exterior Walls: approx. 3,720 SF.
- 2.5.6 Replace Interior Door Handle: one (1) at the women's staff changing room
- 2.5.7 Clean Building Interior; approx. 11,500 SF
- 2.5.8 Replace Plastic Grating Materials: approx. 410 LF along the pool perimeter
- 2.5.9 Replace Missing/Reattach Fluorescent Lights: One (1) lens in the male staff changing room; repair two (2) lights at located at the male staff and meeting rooms
- 2.5.10 Repaint Lockers: eight (8) lockers in the staff changing rooms
- 2.5.11 Replace PTAC units: two (2) units, of equal quality to existing, located in the office areas
- 2.5.12 Replace Butterfly Valves: four (4) six inch (6") valves servicing the pool filtration equipment

2.6 Volta Park

- 2.6.1 Repair Chain Link Fencing: approx. eight (8) LF adjacent to the condensing units
- 2.6.2 Service Pool Equipment: refurbish repair pool leak, one (1), pool filter tanks (seals, gaskets, etc.), one (1), service automatic backwash system, one (1), replace screws in movable bulkhead four (4)
- 2.6.3 Stock of Pool Chemicals: 200 pounds trichlor, 26.5 gal. muriatic acid
- 2.6.4 Repair Wood Trim: approx. 100 SF at the walkway and balcony soffit areas
- 2.6.5 Power Wash and Exterior Walls: approx. 1,220 SF.
- 2.6.6 Clean Building Interior; approx. 11,500 SF
- 2.6.7 Replace Butterfly Valves: six (6) eight inch (8") valves servicing the pool filtration equipment
- 2.6.8 Repair / Reseal Exposed Wood at Walkway / Balcony Soffit

- 2.40 Replace Extractor Unit at Basement Chlorine Room: replace one (1) unit
- 2.41 HVAC System Testing, Repair & Preventative Maintenance
- 2.42 Replace Pool Filtration Equipment and Components, one (1) filtration system, erosion feeder, one (1)

2.7 Happy Hollow

- 2.2 Replace Rear Gutter; approx. 35 LF on rear elevation
- 2.6 Repair & Paint Chain Link Fencing: at rear, perimeter of spray park; repair approx. 10 LF of damaged fence fabric; paint approx. 144 LF
- 2.8 Seal Cracks in Concrete Pool Deck; approx. 165 LF
- 2.10 Stock of pool chemicals: 1,143 gal. sodium hypochlorite; 26.5 gal. muriatic acid
- 2.12 Replace Damaged Wood Fascia; approx. 80 LF, including removal/disposal of deteriorated wood trim at the roof's gable ends, re-attaching detached but solid components, caulking and painting to match existing
- 2.35 Replace Missing Lenses on Fluorescent Lights; three (3) ceiling mounted, 1'x8' fixtures in men's and women's changing rooms
- 2.43 Replace Exterior Door; One (1) 3'x7' metal door at Pump Room, including removal of damaged door and hardware, and installing new, similar material
- 2.44 Replace Water Heater; One (1) 30-gallon electric water heater, to match quality of existing, in pump/filtration room
- 2.45 Paint and Install Lock on Existing Electrical Metering Box; One (1) on right side elevation
- 2.46 Install Railing at Front Steps; total of approx. 6 LF; two 36" metal railings at existing steps at front entrance
- 2.47 Repair Concrete Retaining Wall; approx. 4 SF, along front site perimeter
- 2.48 Overlay Asphalt Walkways; approx. 200 SF, at front and side walkways, including removal of unstable pavement wearing surface and failed subbase, install 1" to 1½" thick replacement wearing surface, tapered to drain, and application of one-coat asphaltic-based seal coat

2.8 Parkview

- 2.8.1 Replace Pool Deck; 955 SF, including removal/disposing of existing concrete deck and subbase, and replacing with new, approved subbase material and reinforced concrete panel at all locations
- 2.8.2 Stock of pool chemicals: 1,143 gal. sodium hypochlorite; 26.5 gal. muriatic acid
- 2.8.3 Scrape & Whitecoat Pool Base & Walls; 750 SF
- 2.8.4 Power wash and paint the exterior masonry walls; 1,225 SF, including all existing exterior painted elements: concrete masonry unit walls,

wood trim (replacing deteriorated wood), and five steel doors and frames

2.8.5 Clean building interior; 910 SF

2.8.6 Install Soap Dispensers: four (4) dispensers at Men's & Women's lavatories & showers, to match existing

ATTACHMENT J.1.3

SPECIFICATIONS AND REQUIREMENTS

ATTACHMENT A - START-UP EVALUATION

The Contractor shall complete all below start-up to be completed within 5 days of NTP. The Contractor shall notify the COTR in writing within 7 days from NTP of any deficiencies found during start-up.

1. Reenergize all utilities
2. Turn the water supply back on and run all plumbing systems.
3. Check for proper operation of the hydrostatic relief valve.
4. Lubricate all metal parts and hardware.
5. Reassemble circulation pipes, the pump, and the motor. Drain anti-freeze from all piping and flush with fresh water.
6. Obtain the maintenance and start-up chemicals.
7. Reinstall the chemical feeders, controllers, probes, and other feed pumps.
8. Add chemicals to achieve water balance, obtain acceptable water clarity, prevent damage (sequestering agents or chelating agents), or prevent chlorine loss (stabilizer).
9. Replace handles on hose bibs and fill spouts.
10. Conduct a facility safety audit.

ATTACHMENT B – EMERGENCY SERVICE AGREEMENT

The Contractor shall provide 24 hour, 7 day week emergency service, for all equipment at all sites within the contract, for a period of one (1) year. Warranty work shall not be performed under the emergency service agreement. This agreement excludes equipment not directly related to the pool and pool structures.

ATTACHMENT C – PLUMBING EVALUATION & REPAIR

The work shall consist of two phases. Phase one shall consist of furnishing all labor, materials, accessories, equipment, tools, transportation, services and technical competence for performing all operations required to professionally execute the internal inspection and cleaning of supply and drainage lines. Phase two shall only commence upon receipt of written authorization from the COTR and shall consist of repairing any and all deficiencies noted during the Phase one internal inspection of the said piping systems.

PHASE ONE

- A. Contractor shall complete a Closed Circuit Television (CCTV) Inspection of the said lines to determine visually apparent breaks, tears, holes, root growth or other commonly accepted deficiency. Videotape recordings or the CCTV inspection shall be provided to the COTR. The recordings should include an audio track, recorded by the Inspection Technician during the actual inspection work, describing the line being inspected (i.e., location, depth, diameter, pipe type, date, time), as well as describing connections, defects and unusual conditions observed during the inspection. The camera should be pulled through the line in either direction at a speed not greater than 30 feet per minute, stopping as necessary to permit proper documentation of the piping condition.
- B. Contractor shall remove any debris noted within the piping systems. A plumbing snake or other approved system shall be used for this purpose. Upon cleaning of debris, the contractor shall flush out drainage system with clean water to ensure proper operation. Contractor shall remove any debris and leave site in clean condition.

PHASE TWO

- C. If defects are noted during Phase One, the contractor shall define and quantify these defects and provide recommendations for remedial measures to the COTR. The contractor shall correct these defects upon receiving written authorization to do so from the COTR.

ATTACHMENT D - CONTINGENCY ALLOWANCE

Hourly allowance for correction of any conditions not presently identified, but requiring correction. Contractor shall quote hourly rate of discipline specific operatives. The District of Columbia shall pay for materials at the cost incurred by the Contractor. Payment shall be made upon receipt of an adequate invoice paid by the Contractor for the said materials.

ATTACHMENT E - ELECTRICAL SYSTEM TESTING & PREVENTATIVE MAINTENANCE

Objective of the work shall be to determine condition of electrical system, complete preventative maintenance, replace cover plates (where missing internally and at light poles) and (District of Columbia) approved repairs. Prior to commencement of all electrical preventative maintenance, complete infra-red scan to determine defective areas.

Switchgear

1.1.1 Enclosures

- A. Ensure that all enclosure panels, doors, and structures are well-maintained in accordance with the manufacturer's specifications. Deenergize system and vacuum clean enclosures of all loose dirt and debris. Any buildup of dirt or other contaminants that will not come off with vacuuming should be cleaned with lint free rags using cleaning solvents recommended by the manufacturer.
- B. All vents and fan grills are to be cleaned of all dust and/or dirt accumulations. Ensure that ventilation openings are not obstructed. Where seals and/or gaskets are installed, these should be examined and repaired or replaced as necessary. All doors and access panels should be properly secured during operation. Where heater elements are installed, these should be cleaned, examined for damage and/or deterioration, and tested. Repair or replace heater elements as necessary.
- C. Electrical equipment rooms or vaults should be kept cleaned of dirt and/or dust accumulations. Doors and windows should be maintained in proper working order and kept closed during routine operation. Access doors should be clearly marked to alert personnel that live electrical equipment is in use. Where ventilation and/or air conditioning is used, all fan motors should be cleaned and examined for signs of wear and deterioration. Fan blades should be cleaned of dirt and dust and bearings should be properly lubricated. Vent openings should be cleaned of all dust and dirt accumulations. Filters should be cleaned and/or changed as recommended by the manufacturer, or more often if conditions warrant.

- D. Electrical equipment rooms or vaults should be examined for evidence of water seepage. The tops of electrical equipment enclosures should be examined for evidence of water since this is a common entryway that often goes undetected until a failure occurs. The source of the water should be immediately identified and corrective measures taken to permanently correct the condition.

1.1.2 Insulators, Supports, and Connectors

- E. Inspect insulators and conductor supports for signs of cracking, broken pieces, and other physical damage or deterioration. Clean all loose dirt with lint free rags. For contaminants that will not remove easily, solvents approved by the manufacturer may be used. Examine for evidence of moisture that may lead to tracking or flashover while in operation. Examine surrounding areas for signs of tracking, arcing, or overheating. Repair or replace damaged insulators and supports as necessary.
- F. Examine all bolts and connecting devices for signs of deterioration, corrosion, or overheating. Ensure that bolts and connecting devices are tight, according to manufacturer's specifications. Be careful not to overtorque bolts and connecting devices since insulators are easy to damage and difficult to replace. Where copper and aluminum conductors and/or connectors are used together, examine connections for signs of galvanic action. Ensure that the connectors are properly used and installed in accordance with manufacturer's specifications. Apply an antioxidant compound to all aluminum-to-copper connections.

Conductors

- G. Examine insulation for signs of deterioration, cracking, flaking, or overheating. Examine all connections for signs of overheating, cracked or broken connectors, and signs of tracking or arcing. Ensure that conductors are clean and dry. Examine and clean all connections, and torque to manufacturer's recommendations.

Air Circuit Breakers

1.2.1 Insulation

- H. Remove and clean interphase barriers. Clean all insulating materials with vacuum and/or clean lint free rags. If it is necessary to use cleaning solvents, use only solvents recommended by the manufacturer. Inspect for signs of corona, tracking, arcing, or thermal or physical damage. Ensure that insulation is left clean and dry.

1.2.2 Contacts

- I. Ensure that all contacts are clean, smooth, and in proper alignment. Ensure that spring pressures are maintained according to manufacturer's specifications. On silver contacts, discoloration is not usually harmful unless caused by insulating deposits. Clean silver contacts with alcohol or silver cleaner using non-abrasive cloths.
- J. Manually close breaker to check for proper wipe, contact pressure, contact alignment, and to ensure that all contacts make at approximately the same time. If possible, a contact resistance test should be performed to determine the quality of the contacts.
- K. Older breakers equipped with carbon contactors generally require very little maintenance. Examine for proper pressure, deterioration, or excessive dressing which may interfere with their proper operation.
- L. Draw-out contacts on the circuit breaker and the stationary contacts in the cubicle should be cleaned and inspected for overheating, alignment, and broken or weak springs. Coat contact surfaces with contact lubricant to ease mating (see manufacturer's recommendations).

1.2.3 Arc Interrupters

- M. Clean all ceramic materials of loose dirt and examine for signs of moisture, make sure the assemblies are clean and dry. Examine for cracked or broken pieces. Dirt and arcing deposits may be removed by light sanding — do not use emery cloth or wire brushes which may leave conductive residue behind. Repair or replace as necessary.

N. Examine arc chutes for dirt and/or dust accumulations and clean as necessary. Dielectric testing of arc shields may be recommended by the manufacturer. Check air puffer for proper operation.

1.2.4 Operating Mechanism

O. Inspect for loose, broken, worn, or missing parts (consult manufacturer's schematics for required parts). Examine for excessive wear of moving parts. Observe that operating mechanisms function properly without binding, hanging, or without delayed action. Ensure any lubrication is done according to the manufacturer's specifications. Ensure mechanisms are clean, properly lubricated, and all bolts and screws are properly secured. Repair or replace as necessary.

1.2.5 Auxiliary Devices

P. Inspect operating devices for proper operation and general condition. Ensure all indicating devices are fully functional and properly set. Protective relays and circuit breaker trip devices should be inspected and tested according to manufacturers' specifications and applicable industry standards such as those issued by the Institute of Electrical and Electronics Engineers (IEEE) and the National Fire Protection Association (NFPA).

Transformers

Q. Transformer data (such as, voltage, current, and temperature readings) should be recorded on a regular basis in order to determine operating conditions of the transformer. Peak, or redline, indicators should be recorded and reset. Readings taken on a weekly basis can provide important information about the loading of the transformer that is needed before additional loads can be added to the transformer.

1.2.6 Dry Type Transformers

R. After de-energizing and grounding the transformer, clean all coils, connections, and insulators of loose dust or dirt deposits with a vacuum cleaner. Examine the transformer for signs of overheating, deterioration, arcing, loose or broken parts, or other abnormal conditions. Ensure all connections are tightened according to manufacturer's

specifications. Clean enclosure of any dust and dirt accumulations and ensure that vent openings are free from obstruction. If cooling fans are installed, examine for proper operations and lubricate as necessary.

- S. Additional suggested testing includes an insulation resistance test, a dielectric absorption test, and a power factor test. These are non-destructive tests which can be performed to track the condition of the insulation over time. Detailed records should be maintained and analyzed to identify undesirable trends that may indicate the onset of an insulation failure.

Electrical Motors

- T. Inspect for loose, broken, worn, or missing parts (consult manufacturer's schematics for required parts). Examine for excessive wear of moving parts. Observe that operating mechanisms function properly without binding, hanging, or without delayed action. Ensure any lubrication is done according to the manufacturer's specifications. Ensure mechanisms are clean, properly lubricated, and all bolts and screws are properly secured. Repair or replace as necessary.

ATTACHMENT F – EXTERIOR POWERWASHING

All exposed concrete surfaces are to be power washed. Power washing shall be completed using mechanical methods at a psi pressure that will not damage the exterior components. Care must be taken not to damage pedestrians, vegetation, adjacent properties, or automobiles. Cleaning agent manufacturers specifications sheets will be submitted to the COTR. All cleaning agents will be applied as per manufacturer's specifications and in compliance with all regulations of the District government.

ATTACHMENT G - EXTERIOR REPAINTING

This work shall consist of cleaning of exterior painted surfaces, removal of loose or other delaminated paint and caulk, priming of the interior painted surfaces and the multi-coat application of an approved paint to match existing or other as directed and approved by the as the COTR. Work shall also include replacement of caulk.

LEAD-BASED-PAINT:

- A. Lead Based Paint Testing: This building may have been constructed prior to 1978 and is required by federal law to be tested for lead based paint. Test all interior painted surfaces for the presence of lead. This testing shall be performed prior to any repair work. Test results shall be furnished to the COTR within 10 calendar days of NTP.
- B. Certified Tester: The testing shall be accomplished and a report furnished by a certified and licensed individual. All procedures and testing methods shall comply with federal, state, and local laws and regulations.
- C. Lead Based Paint Abatement, Removal, or Encapsulation: If any surfaces test positive for the presence of lead based paint, the contractor shall recommend the most cost effective method of abating, removing, or encapsulating the hazard and a bid for the accomplishment of the required work.

DETAIL:

The Contractor shall follow all applicable standards and regulation in the repainting of the exterior painted elements of the project site. This work shall consist of the following:

- A. Wipe down painted surfaces with a dry cloth or clean broom covered with a cloth. No water should be used as this could damage the wall texture.
- B. Fill all screw and nail holes, nicks and dings with wood putty (for wood surfaces) and cementitious mortar (for concrete surfaces).
- C. Remove existing caulk and re-apply urethane caulk. Caulk all joints at doors casings and jambs in order to maintain a sealed surface. Caulk all joints around the windows where the window meets the wall. Caulk all joints and seams on the baseboards, door trim and other surface connections.
- D. Protect and mask finished surfaces including door knobs, hinges. Use only medium adhesion "Safe Release" painters' masking tape.
- E. Protect non painted areas from paint over-spray in all areas where flooring is to be vinyl, tile, or hardwood.
- F. Prime and repaint painted areas using two coats of latex paint to match existing.
- G. Remove all masking from doors, windows, baseboards, walls, hinges, floors, etc.
- H. Remove and clean all over-spray, drops, runs and spills from windows, hardware, doors, floors and non painted finished surfaces. Use water. Do not use a solvent based paint remover or razor blades to clean finished surfaces.

ATTACHMENT H – CONCRETE DECK PANEL REPLACEMENT

This work shall consist of removing and disposing of all existing concrete deck panel and subbase, and replacing them with new, subbase material and unreinforced concrete panel at locations indicated herein and as directed by the COTR.

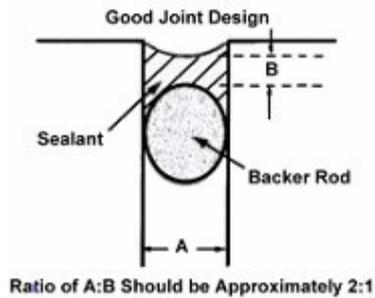
This work shall consist of the following:

- A. Demolition: Remove and dispose of existing concrete panel and subbase material to a depth of 5” or as directed by the COTR. Care shall be taken not to damage adjacent panel and other appurtenances that are to remain. Sawcutting the existing panel at the limits of removal shall be as directed by the COTR. Any damage caused by the contractor's operations, during the panel removal and disposal operations, to the panel or appurtenances that are to remain shall be repaired and/or replaced by the contractor at no expense to the District. These repairs and/or replacements shall be as directed by and approved by the COTR.
- B. Subbase: Upon removal of the existing slab and subbase, install replacement subbase. Subbase to consist of graded sand compacted to ninety- five (95%) percent maximum unit weight.
- C. Casting: Concrete shall be six sack limestone mix and shall be air- entrained and shall have a compressive strength of not less than 3,500 pounds per square inch, within twenty-eight (28) days of paving. Concrete panel slabs shall be four (4”) inches thick. One (1”) inch pre-molded expansion joint must be placed between the panel building. Sealing of joints will not be required.
- D. Surface: The surface of the concrete shall be floated to a level uniform surface and left with a slightly rounded surface. The surface shall be roughened with mechanic’s brush to prevent smooth and slippery surfaces. No surface shall be troweled to a glassy finish. Edges at the forms and joints shall be rounded with an edging tool.
- E. Grading: The panel shall be constructed to match the existing grade. The panel will have a transverse slope away from the building in order to maintain existing drainage patterns. Minor fills and cuts will be made in the field during construction to provide smooth transition of the panel and maintain existing drainage patterns.
- F. Upon removal of forms, the area shall be cleaned of all debris to the satisfaction of the COTR. All areas disturbed by this operation shall be graded and seeded as directed by the COTR.

- G. Equipment and construction procedures shall be appropriate for the work as set forth in this operation. The COTR shall review and approve use of all equipment to do this work prior to the beginning of work at each location.

ATTACHMENT I -ROUTE & SEAL CRACKS AT ON-GRADE CONCRETE

Using a diamond routing blade in an electric grinder create a V groove. Clean the resulting groove and apply a bond breaker to the bottom of the groove. Install a high quality color-matched one component polyurethane sealant (Reference specification for sealant type or approved equal). Where depth permits (>1”) install a closed cell foam backer rod. Smooth surface of sealant to match existing deck contour.



ATTACHEMENT J -ROOFING

This work shall consist of completing a visual inspection of the roof surface and accessible underside areas and completing necessary repair works to ensure the creation of a water-tight roof system. Work shall not include large scale repair or replacement – but life extension measures for the creation of a water-tight roof system for a minimum of a 12-month duration.

Where possible view underside of roof system or cover material (i.e. ceiling) for evidence of leaks. Note location of leak, and following all applicable Health and Safety requirements access roof system. Correlate the leak location and completing a general visual inspection of the roof, determine areas of defects that are likely to result in water ingress within the next 12-months. Repair defects with a Polyolefin and Synthetic Elastomer rolled sealer or bituminous filler.

ATTACHMENT K - REMOVAL AND REPLACEMENT OF DETERIORATED EXTERIOR WOOD TRIM

This work shall consist of removing and disposing of rotted, cracked or otherwise deteriorated wood trim, soffits, fascia and all other exterior wood components (hereafter collectively referred to as “exterior wood components”). Work shall also consist of re-attaching detached elements, but not deteriorated exterior wood components, and shall include painting replace exterior wood components to match existing colors.

For deteriorated exterior wood components contractor shall remove and dispose of the components. Removal shall limit damage to the substrate material. Any damage to the substrate shall be repaired by the Contractor at the Contractor’s expense. All materials that will be disposed of shall be disposed of in accordance with all applicable regulations and standards. All exterior wood components shall be exterior grade; pressure treated and attached with countersunk galvanized exterior grade screws. All visible screw holes shall be filled with exterior grade filler.

ATTACHMENT L - POWER WASH & REPAINT POOL DECK

This work shall consist of power washing the pool deck and repainting of said deck.

Power Washing

Entire pool deck is to be power washed. Power washing shall be completed using mechanical methods at a psi pressure that will not damage the exterior components. Care must be taken not to damage pedestrians, vegetation, adjacent properties, or automobiles. Cleaning agent manufacturers specifications sheets will be submitted to the Engineer. All cleaning agents will be applied as per manufacturer's specifications and in compliance with all regulations of the District.

Repainting

Apply a single coat of acrylic water-based Type ADC Swimming Pool Deck Paint. To create a non-skid surface use Skid-Tex (or approved equal) at the rate of 1 lb. per gallon. Color to match existing.

ATTACHMENT M - RE-APPLY SWIMMING POOL WHITE COATING

This work shall consist of removing cracked or otherwise damaged coatings and refinishing the swimming pool(s) and re-apply a marcite whitecoat at all pool surfaces.

Repair and recoating of the swimming pool is to conform to the material manufacturers' recommendations, warranty requirements, commercial construction industry standards, and all other District of Columbia Codes and Requirements. It shall be the contractor's responsibility to familiarize themselves with included/attached specifications and all other District of Columbia Codes and Requirements.

PREPARATION

The contractor shall determine the type of paint currently used in the pool to avoid material adhesion problems. The existing coatings are typically either chlorinated rubber paint (with a life span of two to three years) or epoxy paint (with a life span of five to seven years). Determine the number of existing coats of paint on the pool walls and floor. Limit painting over one to two existing coats to avoid problems with adhesion of new coatings over the older, thicker coats of paint.

When localized removal of existing layers of paint is determined to be necessary thee shall, use such methods as surface grinding or sandblasting to remove multiple layers of old paint. Following removal of existing coatings, make sure all paint and paint removal debris (sand) is removed from the pool before painting.

If painting over old paint, first apply a solution of tri-sodium phosphate (TSP) to clean the walls and scrub thoroughly. Rinse the walls and follow with a coat of muriatic acid, using all necessary protective equipment to protect eyes, lungs and skin from contact with the acid solution. Allow the acid to soak according to the manufacturer's recommendations. Rinse the pool with clean water and use another wash of TSP to neutralize any remaining acid on the surfaces. Rinse again with fresh water and pump out, allowing the pool to dry completely. Repair any cracks before painting.

APPLICATION

The Contractor shall mask any areas not to be painted, including lighting, deck and accessories. Cover inlet fittings. Apply paints in accordance with manufacturer's recommendations, including

ambient air temperature and application of primers. Roll the paint on to cover large open areas evenly and quickly. Use a brush for corners and tight spots around drains and inlet and outlet valves. Carefully follow all manufacturer's drying and curing directions. Temperature is critical to epoxy paints to ensure proper curing and coating. Low temperatures can cause discoloring and poor adhesion.

Mask and apply any and all markings and stripes. The final, finish coat should dry approximately 24 hours before proceeding with this masking operation. Remove masking materials, install fittings and accessories removed prior to painting.

Care should be taken to avoid morning dew and/or other standing water in cracks and crevices. Attention is to be paid to painting around drain boxes and grates to ensure full paint coverage. Allow a minimum of five (5) days cure time from last coat until fill time. Failure to comply with curing period may result in voiding of manufacturers' warranties.

Materials, equipment and construction procedures shall be appropriate for the work as set forth in this operation. The COTR shall review and approve use of all materials and equipment to do this work prior to the beginning of work at each location.

ATTACHMENT N - CLEAN INTERIOR

This work shall consist of removing stains, debris, “dust” accumulation and other related cleaning and disinfecting measures required for the facility to open in a public ready state. The contractor shall prepare the interior and exterior of the facility for public use. Scope of work shall include but not limited to:

1. Remove and compliantly dispose of all debris.
2. Clean and disinfect vertical areas (floors, ceilings etc.) to a sanitized condition to include removing all removable stains.
3. Clean horizontal areas (walls, partitions, doors etc.) to a sanitized condition to include removing all removable stains.
4. Clean and disinfect plumbing fixtures to a sanitized condition to include removing all removable stains.
5. Remove debris (include vegetation) from exterior areas.

O - REPAIR & COATING AT STRUCTURAL CONCRETE AT PUMP ROOM

This work shall consist of replacing cracked and spalled concrete, with areas of exposed reinforcing steel, and apply a protective coating at locations indicated herein and as directed by the District of Columbia approved representative (hereafter referred to as the Engineer). The contractor shall furnish all tools, equipment, materials, and supplies and shall perform all labor required to complete the work as indicated and specified herein.

LEAD-BASED-PAINT:

- A. Lead Based Paint Testing: This building may have been constructed prior to 1978 and is required by federal law to be tested for lead based paint. Test all interior painted surfaces for the presence of lead. This testing shall be performed prior to any repair work. Test results shall be furnished to the District of Columbia approved representative within 10 calendar days of the notice to proceed.
- B. Certified Tester: The testing shall be accomplished and a report furnished by a certified and licensed individual. All procedures and testing methods shall comply with federal, state, and local laws and regulations.
- C. Lead Based Paint Abatement, Removal, or Encapsulation: If any surfaces test positive for the presence of lead based paint, the contractor shall recommend the most cost effective method of abating, removing, or encapsulating the hazard and a bid for the accomplishment of the required work.

CONSTRUCTION DETAILS:

- A. Using a sounding hammer tap concrete and note areas of hollow sounding concrete. Mark and quantify areas of delamination.
- B. Upon quantification of extent of delamination, perform surface preparation, mechanically abrade existing substrate to remove all unsound concrete. Do not use excessive force, which may cause micro-fracturing. Substrate must be structurally sound and free of any contaminant that will adversely affect bond with new material. Prepared surface must be dust-free and have sufficient profile to ensure adequate mechanical lock. Completely expose all reinforcing steel, ensuring a minimum clearance of ¾" behind reinforcing steel. Perform reinforcing steel preparation in accordance with the Concrete Reinforcing Steel Institute recommendations.
- C. Pre-soak repair zone, prior to application of slurry coat to a saturated surface dry condition and free of standing water. Prime substrate with a slurry coat. Allow slurry coat to become tacky prior to application of patch coat. Do not allow slurry coat to become tack-free. To ensure proper mechanical lock, the bottom of the newly notched opening should be wider than the top. The substrate must be sound and free of all contaminants and must be saturated, surface dry. Mix patching material until homogenous. Do not mix more material than can be placed and finished within 3-5 minutes at 77°F (25°C). Do not over-mix.
- D. Compact patching material into properly prepared substrate prior to bulk placement. Finish surface with a wood or steel trowel or sponge float. Apply up to 2". Do not re-temper or over-work product. Follow ACI 305-R89 "Standard on Hot Weather Concreting" or ACI 306--R88 "Standard on Cold Weather Concreting", when applicable. Force patching material directly into prepared crack and hold in place, maintaining pressure until material hardens. For jobs requiring a faster set time, the use of extremely fast chemical activity hydraulic plug with a set time of 90-120 seconds may be necessary.
- E. Cure patching material immediately following application using a suitable curing compound, or in accordance with ACI 308. When conditions exist for rapid early water loss, the use of an evaporation

retarder may also recommended.

- F. Avoid direct contact with the patching material , as it may cause skin and eye irritation. Utilize gloves and safety glasses to minimize direct contact. Avoid inhalation of dust. Inhalation may cause respiratory irritation and/or lung disease (silicosis). These products usually contain silicon dioxide, which is classified as probably carcinogenic to humans. The use of NIOSH approved respiratory protection is recommended in dusty environments.
- G. Materials, equipment and construction procedures shall be appropriate for the work as set forth in this operation. The Engineer shall review and approve use of all materials and equipment to do this work prior to the beginning of work at each location.
- H. Apply acrylic traffic bearing membrane at area of pool deck that passes over pump and filtration room. Color of membrane shall be approved by District of Columbia appointed representative.

P - REPLACE POOL WATER RETURN PIPE

PVC pipe utilized to return water to wading pool leaks at penetration to foundation wall at below-grade pool pump and filtration room. Objective shall be to stop water leak(s) at said pipe. The majority of the pipe is currently encased within the perimeter foundation wall. Visual indication of leaks was noted at the location where the pipe penetrates into the foundation wall.

Contractor to determine location of leak(s). Determination shall commence with cleaning of surface at exposed pipe to determine the presence of visually apparent leaks. If leak(s) is noted at the exposed portion of the pipe Contractor shall replace failed piping section with comparable PVC piping. If leak(s) is not observed, contractor shall use CCTV system fed through the piping system to determine the location of leak(s). Upon noting the location(s) of the leak(s) Contractor shall consult District of Columbia representative to discuss repair(s) measures prior to commencement of repair.

Q - INSTALL FALSEWORK BELOW STRUCTURAL DECK

This work shall consist of designing and installing a structural falsework system below the elevated structural concrete pool deck. The purpose of the falsework system shall be to adequately support the delaminated and otherwise deteriorated structural concrete pool deck for one season prior to the completion of a longer term renovation project. Deck area is approximately 2,500 square feet.

The pool deck at the East Potomac Park Pool and Bathhouse consists of two systems. The first system is contained at the south of the deck area and consists of a cast-in-place concrete on-grade slab. Refer to the attached plan for the location of this system. This system is not structural in nature. No action is required for this portion of the deck as it relates to this specific Statement of Work item.

The second system is contained at the north of the deck. The system consists of a mild steel reinforced cast-in-place structural (elevated) deck supported on cast-in-place concrete beams and columns. The system essentially acts as a “roof” / “plaza deck” over the basement level pump and filtration room. It is unclear as to whether any waterproofing membrane is used within the slab. The slab appears to originate from the 1980 renovation of the facility.

Concerns have been raised relating to the structural integrity of the slab and overall structural system at the elevated pool deck. Freeze thaw action compounded by the moist chlorine laden atmosphere within the pump and filtration room and a lack of on-going maintenance and repair has lead to severe conditions. At the underside of the structural deck there is delaminated concrete at approximately 15% of the surface area, exposed and sectionally corroded mild steel reinforcement at approximately 5% of the surface area, and evidence of high moisture level (as exhibited by peeled paint) at almost 100% of the surface area. At the structural column and beam assemblies there is longitudinal and traverse surface and sectional cracks, delaminated concrete and exposed reinforcing steel. No visually evidence of deterioration is noticeable from the top side of the deck.

When conditions such as this are typically noted, we suggest the completion of near-term full and partial depth concrete repair to include splicing or replacement of failed reinforcing steel. This type of project is substantial in nature from both a cost and disruption standpoint. For this particular facility, the completion of this project would denote that the pool could not open for the 2010 season. As a result of this, we have looked at an alternative strategy that would allow the pool to open for the 2010 season. This strategy is one of immediate evaluation and shoring.

1. Take six core samples of deck. Core samples to be taken in accordance with the “ACI 214.4R Guide for Obtaining Cores and Interpreting Compressive Strength Results” document dated November 1, 2003 and ACI 318. Send core samples to approved laboratory to determine pounds per square inch (psi) compressive strength and chloride content. Completion of this task will allow us to better understand the structural condition / capacity of the concrete. This will also allow us to understand the presence and condition of any waterproofing system contained within the deck assembly. The results of the testing shall be analyzed by a Contractor retained Structural Engineer registered within the District of Columbia.
2. Complete delamination / hammer tap survey. With this type of construction, one typically sees around 50 – 70% of deterioration visually. Completion of a delamination / hammer tap survey will show us all areas that should be repaired.
3. Once steps one and two above are complete we will know the condition and loading characteristics of the pool deck system. At this point we can design and install a structural steel falsework system. This will essentially carry the loads once carried by the failed structural members.

It shall be the Contractors responsibility to complete the tasks outlined above to include the retention of a District of Columbia registered structural engineer for design and certification of the falsework system. The Contractor shall complete steps one and two within 14 days of receiving notice to proceed. Design and appropriate certification of the falsework system shall be made within 21 days from receiving notice to proceed. This information will be provided to the District of

Columbia approved representative for review within two days of its completion. The District of Columbia representative shall take no longer than five days to review. Upon review and approval from the District of Columbia representative, the Contractor shall commence installation of the falsework system. This is likely to be at the end of the 2010 pool season or upon commencement of a long-term repair strategy for the said deck.

R - REPAIR ELECTRICAL SYSTEM FOR 2010 USE

Six (6) panel boards. One (1) incoming service. The building receives electrical service from a pad-mounted transformer supplied by Potomac Electric Power Company (PEPCO). Service characteristics are 120/208-volt, 3-phase, 4-wire. Underground ducts are routed from the utility company's transformer to the electrical equipment located in the main mechanical and electrical space in the basement. Branch electrical panels and disconnect are located throughout the building. All of these are 120 volt or 120/208 volt equipment. The service size appeared to be 400 amps.

The current electrical panelboards and related service equipment is deteriorated and obsolete. Following the 2010 pool season, the system will be replaced and may be relocated to the basement of the building. The intent of this Scope of Work is to 1) determine repair and component replacement measures that are required for the service to consistently perform during the 2010 season and complete preventative maintenance, and 2) to complete those repair and replacement works required for this purpose.

Step One – Determine Conditions / Preventative Maintenance

Complete infrared scan of all equipment.

Switchgear

1.1.1 Enclosures

- A. Ensure that all enclosure panels, doors, and structures are well-maintained in accordance with the manufacturer's specifications. Deenergize system and vacuum clean enclosures of all loose dirt and debris. Any buildup of dirt or other contaminants that will not come off with vacuuming should be cleaned with lint free rags using cleaning solvents recommended by the manufacturer.
- B. All vents and fan grills are to be cleaned of all dust and/or dirt accumulations. Ensure that ventilation openings are not obstructed. Where seals and/or gaskets are installed, these should be examined and repaired or replaced as necessary. All doors and access panels should be properly secured during operation. Where heater elements are installed, these should be cleaned, examined for damage and/or deterioration, and tested. Repair or replace heater elements as necessary.
- C. Electrical equipment rooms or vaults should be kept cleaned of dirt and/or dust accumulations. Doors and windows should be maintained in proper working order and kept closed during routine operation. Access doors should be clearly marked to alert personnel that live electrical equipment is in use. Where ventilation and/or air conditioning is used, all fan motors should be cleaned and examined for signs of wear and deterioration. Fan blades should be cleaned of dirt and dust and bearings should be properly lubricated. Vent openings should be cleaned of all dust and dirt accumulations. Filters should be cleaned and/or changed as recommended by the manufacturer, or more often if conditions warrant.
- D. Electrical equipment rooms or vaults should be examined for evidence of water seepage. The tops of

electrical equipment enclosures should be examined for evidence of water since this is a common entryway that often goes undetected until a failure occurs. The source of the water should be immediately identified and corrective measures taken to permanently correct the condition.

1.1.2 Insulators, Supports, and Connectors

- E. Inspect insulators and conductor supports for signs of cracking, broken pieces, and other physical damage or deterioration. Clean all loose dirt with lint free rags. For contaminants that will not remove easily, solvents approved by the manufacturer may be used. Examine for evidence of moisture that may lead to tracking or flashover while in operation. Examine surrounding areas for signs of tracking, arcing, or overheating. Repair or replace damaged insulators and supports as necessary.
- F. Examine all bolts and connecting devices for signs of deterioration, corrosion, or overheating. Ensure that bolts and connecting devices are tight, according to manufacturer's specifications. Be careful not to overtighten bolts and connecting devices since insulators are easy to damage and difficult to replace. Where copper and aluminum conductors and/or connectors are used together, examine connections for signs of galvanic action. Ensure that the connectors are properly used and installed in accordance with manufacturer's specifications. Apply an antioxidant compound to all aluminum-to copper connections.

Conductors

- G. Examine insulation for signs of deterioration, cracking, flaking, or overheating. Examine all connections for signs of overheating, cracked or broken connectors, and signs of tracking or arcing. Ensure that conductors are clean and dry. Examine and clean all connections, and torque to manufacturer's recommendations.

Air Circuit Breakers

1.2.1 Insulation

- H. Remove and clean interphase barriers. Clean all insulating materials with vacuum and/or clean lint free rags. If it is necessary to use cleaning solvents, use only solvents recommended by the manufacturer. Inspect for signs of corona, tracking, arcing, or thermal or physical damage. Ensure that insulation is left clean and dry.

1.2.2 Contacts

- I. Ensure that all contacts are clean, smooth, and in proper alignment. Ensure that spring pressures are maintained according to manufacturer's specifications. On silver contacts, discoloration is not usually harmful unless caused by insulating deposits. Clean silver contacts with alcohol or silver cleaner using non-abrasive cloths.
- J. Manually close breaker to check for proper wipe, contact pressure, contact alignment, and to ensure that all contacts make at approximately the same time. If possible, a contact resistance test should be performed to determine the quality of the contacts.

- K. Older breakers equipped with carbon contactors generally require very little maintenance. Examine for proper pressure, deterioration, or excessive dressing which may interfere with their proper operation.
- L. Draw-out contacts on the circuit breaker and the stationary contacts in the cubicle should be cleaned and inspected for overheating, alignment, and broken or weak springs. Coat contact surfaces with contact lubricant to ease mating (see manufacturer's recommendations).

1.2.3 Arc Interrupters

- M. Clean all ceramic materials of loose dirt and examine for signs of moisture, make sure the assemblies are clean and dry. Examine for cracked or broken pieces. Dirt and arcing deposits may be removed by light sanding — do not use emery cloth or wire brushes which may leave conductive residue behind. Repair or replace as necessary.
- N. Examine arc chutes for dirt and/or dust accumulations and clean as necessary. Dielectric testing of arc shields may be recommended by the manufacturer. Check air puffer for proper operation.

1.2.4 Operating Mechanism

- O. Inspect for loose, broken, worn, or missing parts (consult manufacturer's schematics for required parts). Examine for excessive wear of moving parts. Observe that operating mechanisms function properly without binding, hanging, or without delayed action. Ensure any lubrication is done according to the manufacturer's specifications. Ensure mechanisms are clean, properly lubricated, and all bolts and screws are properly secured. Repair or replace as necessary.

1.2.5 Auxiliary Devices

- P. Inspect operating devices for proper operation and general condition. Ensure all indicating devices are fully functional and properly set. Protective relays and circuit breaker trip devices should be inspected and tested according to manufacturers' specifications and applicable industry standards such as those issued by the Institute of Electrical and Electronics Engineers (IEEE) and the National Fire Protection Association (NFPA).

Transformers

- Q. Transformer data (such as, voltage, current, and temperature readings) should be recorded on a regular basis in order to determine operating conditions of the transformer. Peak, or redline, indicators should be recorded and reset. Readings taken on a weekly basis can provide important information about the loading of the transformer that is needed before additional loads can be added to the transformer.

1.2.6 Dry Type Transformers

- R. After de-energizing and grounding the transformer, clean all coils, connections, and insulators of loose dust or dirt deposits with a vacuum cleaner. Examine the transformer for signs of overheating, deterioration, arcing, loose or broken parts, or other abnormal conditions. Ensure all connections are tightened according

to manufacturer's specifications. Clean enclosure of any dust and dirt accumulations and ensure that vent openings are free from obstruction. If cooling fans are installed, examine for proper operations and lubricate as necessary.

- S. Additional suggested testing includes an insulation resistance test, a dielectric absorption test, and a power factor test. These are non-destructive tests which can be performed to track the condition of the insulation over time. Detailed records should be maintained and analyzed to identify undesirable trends that may indicate the onset of an insulation failure.

Electrical Motors

- T. Inspect for loose, broken, worn, or missing parts (consult manufacturer's schematics for required parts). Examine for excessive wear of moving parts. Observe that operating mechanisms function properly without binding, hanging, or without delayed action. Ensure any lubrication is done according to the manufacturer's specifications. Ensure mechanisms are clean, properly lubricated, and all bolts and screws are properly secured. Repair or replace as necessary.

Step Two – Complete Repairs

Upon identification of defective conditions that should be addressed to allow the equipment to provide service for the 2010 season, the Contractor shall submit a summary report to the District of Columbia representative detailing these conditions. Upon review, agreement and authorization, the Contractor shall complete said repairs.



INDUSTRIES, INC.

We put safety at your feet!

**Specialty
Coatings
Product
Manual**



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PRODUCT DESCRIPTION

DURABAK™

SAFETY COATINGS

DURABAK™ is a tough, single-pack, totally flexible, slip-resistant, water-resistant protective polyurethane coating with self-contained recycled rubber granules for an attractive tough-textured finish. When exposed to atmospheric moisture, **DURABAK™** undergoes a chemical curing process which changes it from a liquid to a tough polyurethane membrane. It has excellent abrasion and chemical resistance. It is also available in a smooth version without the rubber granules.

Both **DURABAK™** (aromatic version) and **DURABAK 18™** (aliphatic version) may be used for indoor and outdoor applications. However, as UV exposure may cause **DURABAK™** to experience some degree of fade, it is recommended to use **DURABAK 18™** for maximum UV protection in outdoor applications. **For outdoor applications of light colors, DURABAK 18™ version must be used.**

DURABAK™ will chemically bond to most clean and dry surfaces. These include, but are not limited to, concrete, wood, fiberglass, metal, rubber and sound-painted materials. Some metal and extremely porous surfaces may need to be primed. Contact **COTE-L** for information on the need for **COTE-L's METCOTE** or other appropriate primers.

DURABAK™ is also available with a fire-retardant additive. Call **COTE-L** for more information.

For additional **DURABAK™** applications, contact your nearest **COTE-L** distributor.

PRODUCT FEATURES

DURABAK™ and **DURABAK 18™** may be applied by roller, brush or spray.

- Totally flexible - will not flake, chip or peel, even when subjected to impact, vibration or bending.
- Easy to apply - no skilled labor required.
- Easy to repair - bonds to itself.
- Can be applied to vertical surfaces without running or dripping.
- Resistant to gas, oil and solvents.
- Resistant to acid and chemicals.
- Heat resistant to 254°F plus.
- Cures with atmospheric moisture. Cold, dry conditions will increase drying time, but will not adversely affect application.
- Slip-resistant, non-porous
- Abrasion resistant
- Water resistant
- Salt water resistant
- UV resistant
- Can be over coated; no bleed-through

- Odorless when cured; will not taint water or food.
- Available in two versions: textured and smooth.
- Comes in a wide spectrum of basic colors, including the safety colors: yellow, red and orange. Color matching also available.
- Can be tinted.

IMPORTANT: Read tinting instructions on the **DURABAK™** technical data sheet (See page 23) before tinting.

- Available in clear: smooth, without pigment or rubber granules.
- Meets or exceeds EPA standards.
- Has been tested for, and demonstrates excellent electrical insulation properties.
- Will encapsulate lead paint. It is the only lead encapsulant that comes in a textured, slip-resistant, rubber crumb version for walking surfaces, and a smooth or textured **DURAZZO™** finish for decorative applications. (See page 16)

SUGGESTED APPLICATIONS

SAFETY

- ramps • steps • pedestrian walkways • playgrounds • Americans with Disabilities Act (ADA) ramps and detectable warning systems (see **SAFTI-TRAX™**, page 17) • tool handles • construction plates • phosphorescent line striping • lead paint encapsulant (LPE) • **fire retardant applications**

AUTOMOTIVE

- trucks, truck beds • buses • trailers • R.V.s • auto underbodies • parking lots

AGRICULTURE

- pickup truck beds • lining for metal water tanks • farm equipment • concrete floors, including milking pens, etc. • wooden floors and steps • horse trailers

FACILITIES

- loading docks • warehouse and decorative residential floors • slip-resistant walkways • corrosion protection for metal structures • lining effluent tanks • catwalks • freight elevators • glow-in-the-dark line striping • industrial freezer floors • refineries • amusement park applications

MARINE

- ship decks • chain lockers • metal steps and docks • boat decks and trailers • dock areas • pleasure boats • sealing rusty pipes • military craft • dredge support vessels • fishing boats • police launches • survey vessels • fishing facilities • ferries • dive support units • passenger boats • tugs

ROADS AND BRIDGES

- curb ramps • bridge walkways • lead paint encapsulant (LPE)

MARKETS

- construction industry • buildings and facilities • heavy equipment • fleet trucks • marine industry • concrete • bridge construction and maintenance • home use application • do-it-yourselfers • lead encapsulation • department of defense • transportation industry

SURFACE PREPARATION

IMPORTANT - READ CAREFULLY!

DURABAK™ will bond well to properly prepared, clean, thoroughly dry surfaces. On sound-painted surfaces, paint must be fully dried or cured to manufacturer's specifications. The solvents in **DURABAK™** will not soften or attack properly dried or cured paint. For fully-cured two-part epoxy substrates, contact **COTE-L Industries** or your distributor before application.

GENERAL DIRECTIONS

Always thoroughly clean the surface of all oily or waxy contaminants and use recommended cleaning solvent. Leave no residue. **Always do a small test on the substrate to ensure adhesion.**

NOTE: Due to the possibility of slight batch color variations, mix partially used cans of **DURABAK™** with new cans as they are opened during applications.

DO'S AND DON'TS

- DO** Use only xylene cleaning solvent as last step before applying **DURABAK™** and to thin **DURABAK™** if necessary.
- DON T** Clean surfaces with lacquer thinners or any solvent containing alcohol, which will prevent **DURABAK™** from curing and bonding.
- DO** Clean surface with strong aggressive detergent and rinse thoroughly. Then use xylene wipe as a last step. Allow xylene to evaporate.
- DON T** Assume surface is clean unless you have cleaned it according to instructions.
- DO** Ensure surface is completely dry and/or catalyzed beforehand.
- DO** Test surfaces beforehand for adhesion with **DURABAK™**.
- DON T** Shake can to mix. (Rubber granules will not mix evenly.)
- DO** Stir **DURABAK™/DURABAK 18™** thoroughly before application (preferably with an electric mixer) to keep rubber granules in suspension.
- DO** Keep **DURABAK™**'s rubber granules in suspension by stirring periodically.
- DO** **Apply **DURABAK™** in at least two coats.** (Two coats is normally sufficient for most applications.)

SURFACE PREPARATION FOR SPECIAL ADHESION

IMPORTANT - READ CAREFULLY!

The following information is provided as a guide only, because substrates can differ significantly. All surfaces should first be tested to ensure adhesion. Contact **COTE-L Industries** for test design.

Concrete

For best results:

New concrete should:

- Be fully cured, for at least 28 days.
- Have a brush finish.
- Be hand troweled (If already power troweled, test for adhesion of **DURABAK™** .)
- Be thoroughly cleaned with a citric cleaner or equivalent, rinsed with water, and thoroughly dried.
- Be wiped with Xylene and the Xylene be allowed to dry immediately before applying **DURABAK™** . (This is recommended, for best results, to ensure there is no remaining residue on the surface.)

NOTE:

- If the new concrete contains plasticizers, a small test for adhesion is essential using a primer such as **COTE-L's METCOTE™** .
- If the concrete is oil-soaked, then see instructions for oil-soaked concrete (see below).

Old concrete should:

- Be completely dry before application of **DURABAK™** .
- Be shotblasted, if possible, and rinsed with water.
or
- Be abraded with a scarifying machine (leaving a roughened surface) and brushed off.
or
- Be thoroughly cleaned with muriatic acid wash.
 1. Use 45% to 50% muriatic acid solution mixed with 3 to 4 parts water.
 2. Agitate solution on surface with a hard-bristled deck brush for approximately 10 minutes, to open pores on surface.
 3. Rinse off with a 5% ammonia/water solution to neutralize acid. (Failing to neutralize acid could leave residue which might cause delamination.)
- Be dried completely. If necessary, use a heat source.
- Be brushed off to remove all residue.
- Be wiped well with xylene immediately before applying **DURABAK™** . This is recommended to ensure there is no residue remaining on surface. Let the Xylene evaporate before applying **DURABAK™** .

NOTE:

- If the old concrete contains plasticizers, a small test for adhesion is essential using a primer such as **COTE-L's METCOTE™** .

Oil-Soaked Concrete

1. Open pores of concrete with muriatic acid and rinse, as above.
2. Apply an oil emulsifier and agitate with deck brush for 10 minutes.
3. Rinse with hot water.
4. Rinse twice with cold water.
5. Dry completely.
6. Wipe with xylene immediately, and then let the Xylene evaporate before applying **DURABAK™** or **DURABAK 18™** .

NOTE: For chemically soaked concrete or other unusually difficult surfaces, contact **COTE-L Industries**.

Sealed concrete should first be tested for **DURABAK™** adhesion:

1. Clean surface thoroughly.
2. Roughen surface.
3. Brush surface off thoroughly.
4. Rinse with water and dry thoroughly.
5. A Xylene wipe is recommended. Let Xylene evaporate.
6. Apply **DURABAK™**
7. If delamination occurs, sealer must be removed by mechanical means (i.e., shot blasting or scarifying).

While it is not usually needed on concrete, a primer can provide enhanced adhesion. Contact **COTE-L Industries** for specific information on surfaces to be primed.

Concrete Plus Primer

DURABAK™ exhibits good adhesion to new acrylic and polyurethane primers applied and overcoated to manufacturers recommendations. Check to make sure primer is compatible with one-part moisture-cured polyurethanes. Be sure to apply **DURABAK™** within time specifications of primer manufacturer. Aim for the first third of the recommended window of opportunity for over coating.

Asphalt

1. Prime surface with a mineral spirit or water-based driveway sealer according to manufacturer's specifications. Be sure the sealer is compatible with both asphalt and one-part moisture cured polyurethanes.
2. Apply **DURABAK™** when primer is thoroughly dry.
3. For oily asphalt, contact **COTE-L** for proper cross-link primer.

Aluminum

1. Abrade to obtain rough surface. May or may not require additional primer. Recommend test for adhesion.
2. If a primer is needed, use **COTE-L's METCOTE™** (see page 14) or another etch primer for aluminum which is compatible with moisture-cured polyurethanes.

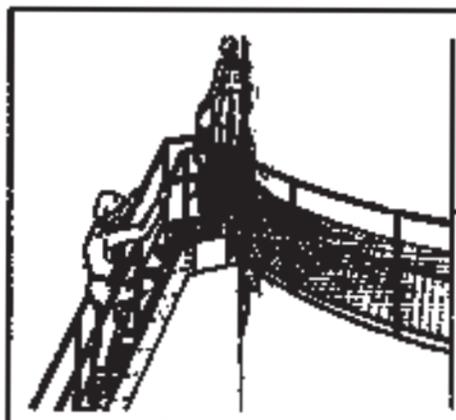
Metal

All smooth metal should be thoroughly cleaned, aggressively roughened and primed with **COTE-L's METCOTE™** (see page 19) or another etch primer which is compatible with moisture cured polyurethanes. **DURABAK™** adheres well to sound-painted metal. Most rough metal surfaces such as pitted rust need not be primed; however, all loose scale should be removed. On applications of extreme wear, such as step nosings, a primer such as **COTE-L's METCOTE™** is recommended. It is recommended to pretest a small area with and without primer.

CAUTION! When priming metal surfaces, the primer must be fully dry before overcoating. Careful attention must be given to manufacturer's recommended window of minimum and maximum time for overcoating primer with polyurethanes. When using primers other than **METCOTE™**, a small test must be done to ensure adhesion of primer to **DURABAK™/DURABAK 18™**. Aim for the first third of the recommended window of opportunity for over coating.

Wood

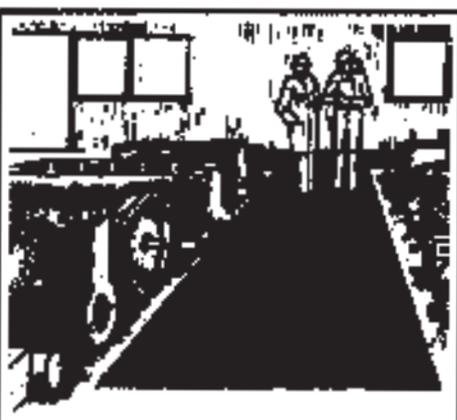
If wood texture is rough, it may not require special preparation. For best results, abrade surface of wood with 40-grit sandpaper before applying **DURABAK™**.



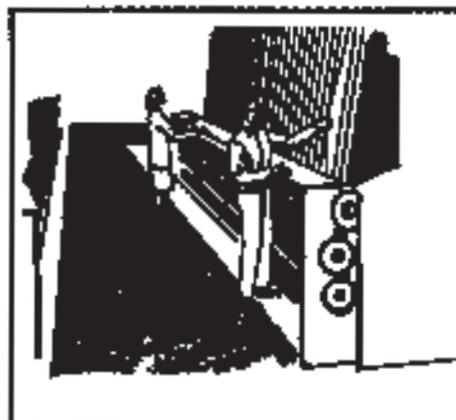
Catwalks



Loading Docks and Ramps



Work Areas



Factory Floors



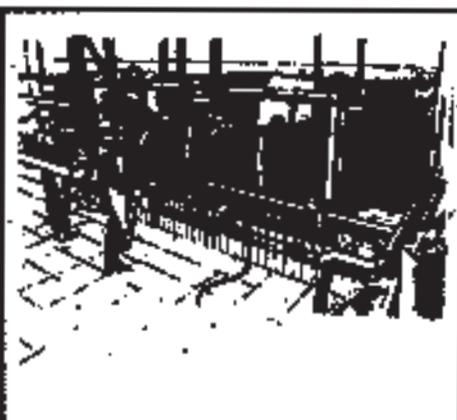
Safety Work Areas



Terraces



Wineries



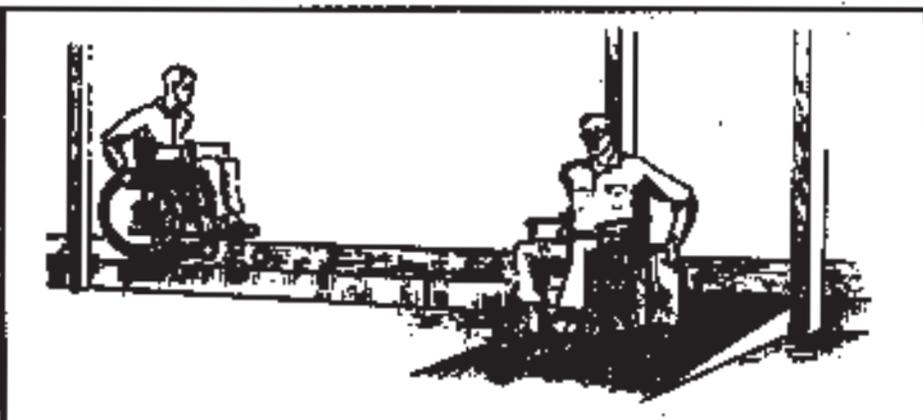
Milking Parls



Animal Areas



Fire Exits



Accessibility Ramps and Walkways

Some pressure-treated woods may need priming. If in doubt, make a small test application first. **DURABAK™** will bond to wolmanized treated wood without priming.

Paint and Varnish

1. Remove all peeling, cracking or chipping paint.
2. Clean surface thoroughly.
3. For best results, lightly abrade surface.
4. Clean the surface with a good cleaner, such as tri-sodium phosphate (TSP). Test in small area to make sure cleaner isn't softening the painted surface.
5. It is strongly recommended to wipe surface with xylene immediately before **DURABAK™** application.
5. In the case of epoxy coatings which become very hard with age, clean, then abrade surface with 40-grit sandpaper. Rinse, dry, and test for adhesion. If poor adhesion occurs, soak with Xylene for 10 minutes, wipe off, roughen and wipe once more with Xylene.

For more information, contact **COTE-L**.

Rubber

Clean well using detergent or cleaning solvent, such as rubbing alcohol, to remove all surface release agents. Rinse well and allow to dry. Abrade surface aggressively, wipe off with Xylene, and then apply **DURABAK™**.

NOTE: **DURABAK™** will not bond to chlorinated rubber.

Fiberglass

Good adhesion can be obtained on unweathered gel-coated glass, rough fiber, side molded glass, and smooth-mold resin-side glass. Surface should be free of release agents, waxes and other production additives, then roughened well with 40-grit sandpaper to remove all gloss, leaving a high profile surface. To ensure optimal bonding, use **COTE-L's METCOTE™** primer (see page 14) or epoxy primers compatible with both fiberglass and moisture-cured polyurethanes. Do a small test for adhesion.

Ceramic Tile

Remove glaze from tile with a grinder, rinse with water and let dry. Apply **MET-COTE™** primer and let dry thoroughly. Then apply **DURABAK™** within 12 hours.

HOW TO APPLY

DURABAK™ for roller, brush or spray applications is available in one-quart and one-gallon containers. For volume applications, it is also available in five-gallon containers by special order.

Before applying **DURABAK™**, it is important that the surface to be coated is completely clean. (See Surface Preparation.) Mask all areas not to be coated. Remove masking tape after application of second coat. Use a razor knife to cut along the taped edge.

IMPORTANT - READ CAREFULLY!

DURABAK™ contains flammable solvents. Ensure proper ventilation and fire precautions.

ROLLER APPLICATION

Apply **DURABAK™** with special, open-foam stipple roller (only available through **COTE-L Industries** or an authorized **DURABAK™** dealer). Use only a **DURABAK™** special stipple roller -- other rollers will not pick up and spread **DURABAK™** evenly. Rollers are available in 9" and 4" sizes. Use approximately one 9" roller sleeve for 1 to 1-1/2 gallons.

NOTE: It is recommended that the smooth version of **DURABAK™** be applied with a 3/16" nap mohair varnish roller.

Apply first coat as a thin coat to fully cover. When touch dry (usually within one hour), apply second coat. To avoid "mud cracking" or pooling, do not apply **DURABAK™** too thickly. Pour a small amount of Xylene over rollers between coats so rollers will not dry out. Intercoat/curing time may be significantly shortened by the use of the special accelerator (see section on accelerator). Extreme climactic conditions of heat, humidity and cold can shorten or lengthen this period.

BRUSH APPLICATION

DURABAK™ can be applied with a soft paint brush in two coats at right angles to one another. (**DURABAK™** is not a paint, and should be laid onto the surface, in one direction, not brushed out as an oil or latex paint.) Between coats, clean brush only with Xylene. The second coat can be applied as soon as the first coat is touch dry (usually within one hour). Extreme climactic conditions of heat, humidity and cold can shorten or lengthen this period.

COVERAGE

One quart covers a flat area of about 15 square feet in two coats; one gallon covers approximately 60 square feet with two coats and a final dry coat thickness of 25-35 mils.

IMPORTANT ADVICE!

- **DURABAK™** should be stirred thoroughly before applying -- preferably with an electric paint mixer attachment -- as shaking can will not distribute rubber granules evenly.
- Stir periodically to maintain rubber granules in suspension.
- To avoid "mud cracking" or loss of slip-resistance, do not allow **DURABAK™** to pool.
- **DURABAK™** is a moisture-cured product. An open or partially used can will thicken and eventually become unusable. Seal can well and turn upside down for a few seconds. This will seal any space in the can and may prolong the life of the unused portion of **DURABAK™**. Putting unused portion into a smaller container may help prolong the life of the product, as well. Make sure that the rim of the new container remains free of **DURABAK™** to avoid difficulty in reopening the container.
- If the product thickens slightly, it can be thinned by using up to 15% Xylene without affecting performance.

IMPORTANT:

- Other solvents can cause product failure. Do not dilute product or clean rollers, brushes or spray guns with lacquer or alcohol-based thinners.
- Once the consistency of the product has become pasty and unmixable, it should be discarded. If **DURABAK™** is thick but still liquid, it can be thinned with Xylene and used.
- Normally, regular **DURABAK™** can be subjected to light foot traffic within 6 to 12

hours. The dry/cure time can be reduced significantly by using **COTE-L's** accelerator. The coating should not be subjected to cleaning or chemical exposure until fully cured, in 2-4 days (approximately 96 hours). For specific extreme kinds of loading, consult your **DURABAK™** dealer.

- **DURABAK™** takes approximately two to four days to fully cure: less in hot humid conditions, and more in cold dry weather. In cool dry weather, the curing time for **DURABAK™** (not **DURABAK 18™**) can be reduced by up to 75% with the addition of an accelerator. In hot humid weather, no accelerator is needed.
- **DURABAK 18™** may or may not require an accelerator. If it is required, it will be included in the shipment and it will be indicated on the packing slip. For further information, contact **COTE-L Industries. Inc.**
- PLEASE NOTE that full curing time only affects the amount of time required to wait before subjecting the surface to cleaning and chemical exposure. Surface can be subjected to loading and light foot traffic long before this minimum time requirement.

SPRAY APPLICATION

DURABAK™ can be sprayed using a simple shutz gun, a hopper gun, or professional spray equipment. Make sure to thoroughly mix **DURABAK™**. A drill with a mixing adaptor works best. **DURABAK™** should flow through the spraygun easily and can be thinned with xylene.

1. COTE-L's shutz gun with a 1/4" orifice (and no filter), attached to a 45-60 PSI compressor
 - Attach spray gun to compressor air line, giving pressure of 40 to 60 psi.
2. Use a conventional spray gun, such as Binks #2001 gun, with the following specifications, or equivalent: 67 fluid nozzle; 567 fluid needle; 67 PB air cap; heavy-duty (#54-1372) needle spring; 2-28 teflon fluid packing; 1/2" I.D. (#71-283) fluid hose with 3/8" connectors (#72-1333), and 3/8" I.D. air line with 1/4" connectors (#71-1355).
 - To remove contaminants from the air line, use Oil & Water extractors mounted at the pressure tank.
3. Sears Craftsman No. 15524 (or De Vilbiss AS 300) with external mix nozzle. Requires 7 CFM. Use compressor with 9 CFM at 50 psi. (For more information call De Vilbiss Air Power Tools at (901) 423-7983.)
4. Airless spraygun: Graco Bulldog 33:1 with air intake pressure = 6-7 bar (90-100psi). Outlet pressure = 100 bar (+/- 3000 psi). Tip: 0.039 ins (ie 35-39 thou). Delivery rate: 2.9 Gallons per minute.
5. For smooth **DURABAK™**, Graco Bulldog 33:1 with 21-23 thou. tip.
 - Use a respirator with chemical absorbing cartridges, such as Binks #40-128.
 - Before starting the job, spray a few short bursts away from the surface to test that everything is working properly.
 - If **DURABAK™** does not spray easily and evenly, thin with Xylene.
 - Spray an even coat over the entire surface to be covered. Be careful not to apply coat too thickly.
 - When surface becomes tacky -- between 20 minutes and one hour, depending on weather conditions --- spray second coat. Extreme climactic conditions of heat, hu-

midity and cold can shorten or lengthen this period.

- Intercoat / curing time can be significantly shortened by use of special accelerator (see section on accelerator).

IMPORTANT ADVICE!

- Remove any over-spray immediately with Xylene. Once cured, **DURABAK™** is very difficult to remove.
- Solvents released when spraying are flammable. Observe all fire precautions. Proper ventilation is required.
- Clean spray gun between coats and immediately after job is completed. Use only Xylene.

THE CARE AND MAINTENANCE OF DURABAK™ SURFACES

Once **DURABAK™** coatings have fully cured, they are very easy to maintain. Because **DURABAK™** cures to an impermeable membrane, all dirt sits on the surface.

[CAUTION! If dirt sets in on **DURABAK™** surface while it is soft and before it is cured, it could become permanently inbedded.]

1. Use any general floor cleaner, from a neutral household cleaner to a degreaser.
2. IMPORTANT! For best results, use a stiff bristled deck brush to agitate cleaner on the surface. [A cotton mop is not recommended since pieces of mop may get caught on high profile of **DURABAK™** surface.] A synthetic fiber material mop may be used if a deck brush is unavailable.
3. Rinse surface thoroughly to remove all residue.
4. Remove all water with a sponge mop, a 24 oz. mop or water vacuum.

ALTERNATE METHODS

For larger areas, where the above method is not time efficient, there are alternatives available to expedite cleaning.

Pressure Washer

A wide-angle water pressure spray of 600-700 PSI can clean **DURABAK™** without damage to the surface.

Rotary Machine

A rotary 14" waxing-type machine with a (thickline) blue pad can be used.

Rinse-Free Detergent

If a rinse-free detergent is used, the dirty water pickup can be done with a water vacuum.

Automatic Scrubbers

DURABAK™ surfaces can also be cleaned with automatic scrubbers. These are machines which, in one pass, put down the washing solution, scrub the floor with a (blue) pad, and vacuum up the dirty water. The pad pressure used in the scrubber (using a blue pad) need only be sufficient for the pad to make light contact with the floor. Heavy scrubbing over time will negatively affect the **DURABAK™** surface.



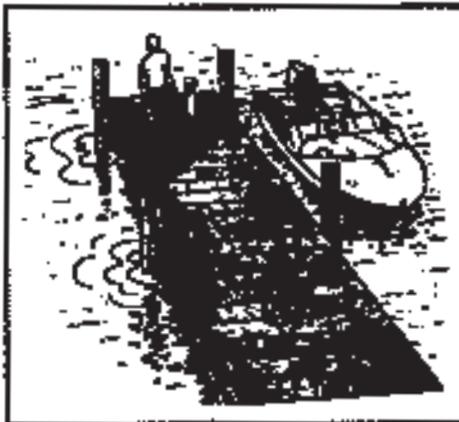
Bus Floors and Treads



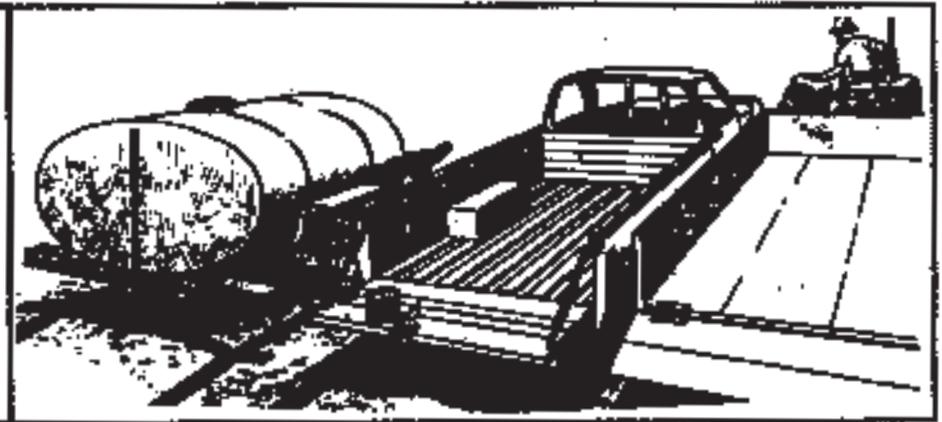
Trucks



Aircraft



Marine Docks / Pleasure Craft



Automotive Truck Surfaces



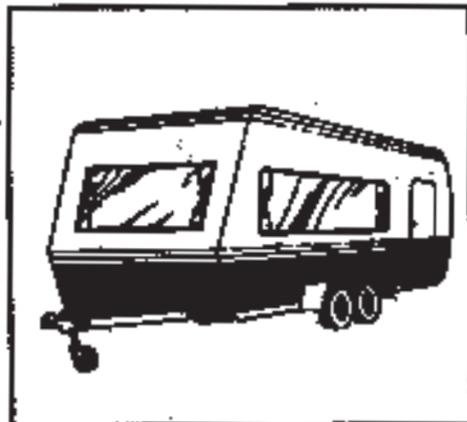
Forklift Areas



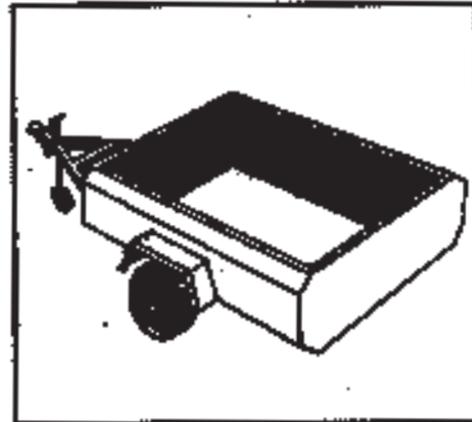
Pickup Truck Bedliners



Automotive Undercoating



House Trailers and RVs



Trailers

SPECIFIC CLEANING ISSUES

Grease Spillage

To clean a **DURABAK™** surface of a greasy or slippery solution, it is necessary to use a slightly more aggressive detergent, containing a degreaser, available from chemical suppliers.

Removal of Sticky Substances

For removal of gum or other sticky substances from a **DURABAK™** surface, use a pressure washer. A wide-angle water-pressure spay of 600 to 700 PSI, at an angle of 35-40 degrees, should enable the removal of gum pieces within 10 to 15 seconds without damage to the **DURABAK™** coating.

Removal of Organic Stains

Organic stains, such as leaves, can be removed using a quaternary or a slightly acidic cleaner with a neutral pH. Leave on for five or 10 minutes. Rinse off according to manufacturer's recommendations. This will only work if the stain has occurred after **DURABAK™** has fully cured.

Chlorine

If left on the **DURABAK™** surface, concentrated chlorine will discolor **DURABAK™**. Immediately rinse off the concentrated chlorine with water.

REPAIRING OR OVERCOATING DURABAK™

DURABAK™ or **DURABAK 18™** can easily be repaired or over-coated (once cured), as it bonds to itself.

- Cut out all damaged **DURABAK™** to eliminate uneven edges.
- Clean dirt from area to be repaired and rough up surrounding **DURABAK™** with 60-grit sand paper.
- Clean area with Xylene.
- On exposed surfaces to which **DURABAK™** does not bond easily, a primer may be needed.
- Brush, roll, or spray fresh **DURABAK™** onto cleaned areas, as per application instructions.

ACCELERATOR

PRODUCT DESCRIPTION

For Regular DURABAK™ (not DURABAK 18™)

A liquid accelerator (available from **COTE-L** or an authorized **DURABAK™** dealer) can be used to reduce the drying/curing time by up to 75%, depending on the climatic conditions. This may be helpful in areas of low atmospheric moisture, or when shorter curing/drying times are required. The accelerator comes in premeasured packets or cans, one for quarts and one for gallons.

For DURABAK 18™

See page under "coverage" section.

DIRECTIONS

- Contents of accelerator should be added to the **DURABAK™** can upon opening, at the ratio of one quart-packet or can per quart, or one gallon-packet or can per gallon.
- The mixture should be stirred thoroughly to assure complete blending, then applied as per **DURABAK™** regular instructions.
- Accelerator will not affect product performance. It only speeds drying and curing time.

SILICON CARBIDE

PRODUCT DESCRIPTION

For added slip resistance in very wet conditions or extreme slopes, 60-grit silicon carbide can be broadcast onto the top coat of the **DURABAK™** application.

DIRECTIONS

- Use a simple flour shaker covered with a stretched piece of old stocking to facilitate the application. (Shakers are also available from **COTE-L Industries**.)
- The silicon carbide should be applied immediately after the top coat **DURABAK™** has been laid and while it is still very wet.
- Sprinkle silicon carbide lightly over the wet **DURABAK™**, as evenly as possible.
- One ounce of silicon carbide will cover approximately eight square feet of **DURABAK™**.

PRIMECOTE™

PRODUCT DESCRIPTION

PRIMECOTE™ is a two-part polyurethane primer which is compatible with **DURABAK™**. It comes in two cans, one nested on top of the other. It can be used on porous and non-porous surfaces. It is less viscous than **DURABAK™** and is an adhesion enhancer.

IMPORTANT! Do not apply **DURABAK™** on top of **PRIMECOTE™** after it has dried over 12 hours. If beyond 12 hours, roughen lightly and reprime.

USES

While most surfaces do not require priming with **PRIMECOTE™**, the following is a list of some surfaces which do: (**METCOTE™** can also be used for these surfaces.)

- quarry tile
- stoney concrete
- aluminum
- ceramic tile (glaze must be ground off to leave a rough finish, then primed)
- diamond plate
- steel nosing on steps
- some highly polished metal surfaces which need to be roughened first.

DIRECTIONS

- Open the bottom can and stir thoroughly.
- Open top can and pour entire contents in with material in bottom can. (If total contents doesn't pour out, poke a few small holes in top can.)
- Stir contents together thoroughly.
- Apply immediately after mixing.
- Using a short-nap (varnish) roller, or a soft paint brush, apply onto surface to be primed.
- Do not allow **PRIMECOTE™** to pool on the surface or foaming will occur.
- When tacky to touch dry, coat surface with **DURABAK™**.
- Clean up with Xylene

PRODUCT DESCRIPTION

METCOTE™ is a quick-drying single-pack anti corrosion heat-resistant etch primer polyvinyl butyral coating for non porous surfaces. It can be used on iron, steel, aluminum, fiberglass, galvanized metal, concrete, and other porous surfaces.

PRODUCT USES

- Primer for **DURABAK™** and **DURABAK 18™**
- Primer for metal and fibreglass surfaces
- Heat resistant metal coating (up to 428°F)
- A postblast primer on steel work

ADVANTAGES

- One part
- Excellent adhesion to metal
- Quick drying (30 minutes at 77°F)
- Can be topcoated with most paints after dry
- Economical
- Good resistance to acid, alkali and water
- Non flammable when cured
- Shelf life 2+ years. Once opened, can be reclosed and will remain useable for a long period afterwards. If product begins to thicken, it can be thinned with lacquer thinner, MEK, Propanol, Acetone or other similar polar solvents.

COLOR

Black

COVERAGE

Approximately 145 sq. ft./quart.

SURFACE PREPARATION

All surfaces must be clean of dirt and release agents, dry, firm and free of rust and mill scale. All surfaces should be roughened. **METCOTE™** will provide a fair bond to smooth surfaces, but roughening the surface will greatly improve adhesion.

Iron

Abrade the surface with 60 to 80 grit sand paper. If abrasive blasting is desired, the blast profile should not exceed 50 microns (or 2 mils).

Galvanized Iron

Wash with a galvanized iron cleaner until a water break free surface is obtained (i.e. no beading). Rinse with clean water.

Aluminum

Abrade with 60 to 80 grit sandpaper, then rinse with solvent (listed above).

NOTE: The finished surface on all substrates should have a scored, roughened profile for best adhesion.

APPLICATION

- Stir **METCOTE™** well.
- Apply thinly (less than 1.7 mils) by brush or roller
- For conventional spray application, thin with lacquer thinners (approx 20%) to 16-20 secs (Ford Cup 4).

APPLICATION TEMPERATURE

23°F - 122°F

NOTE: Lacquer thinners must not come into contact with **DURABAK™** or **DURABAK 18™**. Allow **METCOTE™** to dry completely before overcoating with either **DURABAK™** or **DURABAK 18™**.

OVERCOATING

Allow a minimum of 30 minutes (at 77°F) to a maximum of 24 hours. For best results, recommend overcoating **METCOTE™** within 12 hours. When applying any polyurethane coating such as **DURABAK™**, **METCOTE™** must be completely dry before overcoating. If dirt or other contaminants get onto the **METCOTE™** surface, clean with water and detergent or turpentine (do not use xylene) and dry thoroughly before applying **DURABAK™** or **DURABAK 18™**. Do a small test for adhesion. If adhesive fails, lightly abrade **METCOTE™** surface and reapply **METCOTE™**.

IMPORTANT ADVICE!

- Observe safety precautions as noted on can.

CLEANING

- Use lacquer thinners
- WARNING: Do not use the same brush, roller, or spray gun for applying **DURABAK™** or **DURABAK 18™** after applying **METCOTE™**. Wet lacquer thinners will prevent **DURABAK™** or **DURABAK 18™** from bonding.

LIMITATIONS

- When used for exterior use on iron, the product must be topcoated within 24 hours, to prevent corrosion.
- The Dry Film Thickness must be kept at 1.2 mils or less, especially if the topcoat has strong solvents.

DURAGLOW™ GLOW-IN-THE-DARK DURABAK™

PRODUCT FEATURES

Safety yellow phosphorescent line striping for buildings, ships, stadia steps, etc.

APPLICATION INSTRUCTIONS

1. Using **COTE-L's** special stipple roller, apply one coat of safety yellow **DURABAK™**.
2. Add the quart-sized packet (7.5 ounces) of phosphorescent powder per quart of **DURABAK™** or **DURABAK 18™** clear and stir well.
3. Using a 3/16" nap standard mohair varnish roller, apply this mixture of clear **DURABAK™** and phosphorescent powder over the dried safety yellow **DURABAK™** application.
4. Two pounds of **DURAGLOW POWDER™** mixed with one gallon of **DURABAK™** Clear covers approximately 128 square feet with one coat.

PRODUCT DESCRIPTION

DURAZZO™ combines the uniqueness of **DURABAK™** with **DURAFLAKES™** decorative paint chips to create a decorative floor covering, in both smooth and slip-resistant versions, available in an endless combination of colors and designs.

NOTE: **DURAZZO™** is not recommended for garage floors.

APPLICATION INSTRUCTIONS

Please read all instructions carefully before beginning.

1. Prepare surface as per instructions for a **DURABAK™** application.
2. Apply a single coat of **DURABAK™** or **DURABAK 18™** to the surface. [Approximately 30 square feet per quart, 120 square feet per gallon.] This acts as the background color for the **DURAZZO™** application.
3. While first coat is very wet, immediately broadcast **DURAFLAKES™** over the surface using the accompanying shaker/container. Distribution and density of **DURAFLAKES™** on surface can be varied to suit preference.

NOTE:

- **DURABAK™** surface must be wet in order for the **DURAFLAKES™** to adhere.
 - **DURAFLAKES™** can be applied as each small section is freshly coated with **DURABAK™**, or after larger surfaces have been coated, using spiked golf shoes to walk on the wet **DURABAK™**. However, **DURABAK™** must be wet in order for the **DURAFLAKES™** to adhere.
 - **DURAFLAKES™** are available in white, yellow, black, brown, grey, dark blue, light blue, terracotta, turquoise and dark green, in any combination.
 - One pound of **DURAFLAKES™** will cover 32 square feet, one-half ounce will cover one square foot.
4. Allow the **DURABAK™**-plus-**DURAFLAKES™**-coated surface to dry thoroughly.
 5. If desired, scrape off tips of protruding **DURAFLAKES™** with a paint scraper.
 6. Apply a liberal coat of Clear **DURABAK™** [or **DURABAK 18™**] to the surface using a 3/16" nap mohair varnish roller. Accelerator could be added to the **DURABAK™** or **DURABAK 18™** [see coverage section page 8 for more information].
 7. Let the application dry thoroughly, as per **DURABAK™** standard application instructions.

SAFTI-TRAX™

DETECTABLE WARNING SYSTEM

Detectable warnings, a distinctive surface pattern of domes detectable by cane or underfoot, are used to alert people with vision impairments of their approach to streets and hazardous drop-offs. The ADA Accessibility Guidelines (ADAAG) require these warnings on the surface of curb ramps, which remove a tactile cue otherwise provided by curb faces, and at other areas where pedestrian ways blend with vehicular ways. They are also required along the edges of boarding platforms in transit facilities and the perimeter of reflecting pools.

PRODUCT DESCRIPTION

SAFTI-TRAX™ is available in two different retrofit systems: **SAFTI-TRAX™ PLASTIC SHEET System** and **SAFTI-TRAX™ MAT System**.

Both **SAFTI-TRAX™ PLASTIC SHEET System** and **SAFTI-TRAX™ MAT System** enjoy all the unique characteristics of their major component, **DURABAK™**. It is extremely durable, waterproof, repairable, and anticorrosive. It bonds to concrete, wood, primed or sound-painted metal surfaces, fiber glass, and most other surfaces. And **DURABAK™** comes in a wide range of colors.

PRODUCT FEATURES

SYSTEM ONE: SAFTI-TRAX™ PLASTIC SHEET System

- **SAFTI-TRAX™ PLASTIC SHEET System** incorporates resilient rubber domes, made exclusively for COTE-L Industries, with an overcoating of our new and unique **DURABAK™** one-part, slip-resistant, totally flexible polyurethane safety coating.
- **SAFTI-TRAX™ PLASTIC SHEET System** will conform to any surface irregularity, facilitating a virtually faultless application.
- **SAFTI-TRAX™ PLASTIC SHEET System** is assembled by individuals with disabilities in Easter Seals Workshops.

System Two: SAFTI-TRAX™ MAT System

- **SAFTI-TRAX™ MAT System** is a single piece, 2 by 2 domed mat, molded in resilient rubber. The mats come pre-coated with three coats of **DURABAK™** one-part, slip-resistant, totally flexible polyurethane safety coating.
- **SAFTI-TRAX™ MAT System** works best on flat surfaces, but will also work on slight surface irregularities, and can easily conform to any shape, simply by cutting it with a scissors.

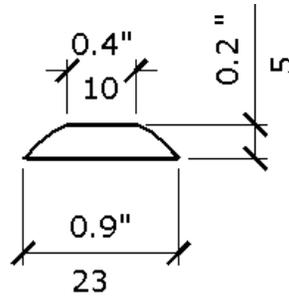
SAFTI-TRAX™ PLASTIC SHEET and **SAFTI-TRAX™ MAT** systems are not only flexible, but also resilient, as specifically required by the ADA.

SAFTI-TRAX™ PLASTIC SHEET and **SAFTI-TRAX™ MAT** systems are easy to clean and the **SAFTI-TRAX™ PLASTIC SHEET** system is easy to repair.

The total cost per square foot of **SAFTI-TRAX™ PLASTIC SHEET** and **SAFTI-TRAX™ MATS**, for materials and labor, is significantly less than other products because of its ease of application. No significant preparation of the surface area is necessary other than proper cleaning. (In cases of retrofit to old concrete, a muriatic acid wash or scarifying may be needed.)

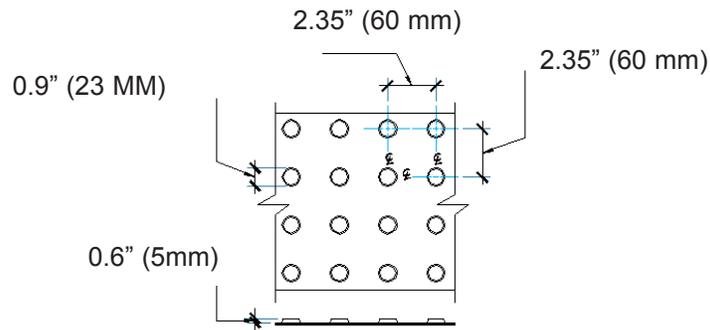
Dome size and spacing. In accordance with the U.S. Architectural Access Board, truncated domes shall have a diameter of 0.9 inch (23 mm) at the bottom, a diameter of 0.4 inch (10 mm) at the top, a height of 0.2 inch (5 mm) and a center-to-center spacing of 2.35 inches (60 mm) measured along one side of a square arrangement.

Figure X02.5 N Dome Section



Section of dome from a detectable warning. Drawing shows height, top and bottom dimensions.

Figure X02.5 N Dome Section



Plan and section views of detectable warning domes and their relative spacing on the x and y axis.

SAFTI-TRAX™ PLASTIC SHEET

DETECTABLE WARNING SYSTEM

APPLICATION INSTRUCTIONS

The **SAFTI-TRAX™** Plastic Sheet Detectable Warning System contains the following:

1. **DURABAK 18™** totally flexible one-step slip-resistant coating
2. Accelerator packets (if required)
3. **COTE-L's** special stipple rollers
4. Truncated rubber domes attached to 2'x2' plastic sheets in A.D.A. specified matrix.

In addition, you will need:

1. Xylene, for cleaning surface and for thinning of **DURABAK™**, if necessary
2. Heavy duty rubber gloves
3. Masking tape -- preferably duct tape
4. Paint roller pan
5. Recommended electric drill with paint mixer attachment

Procedure

Please read all instructions carefully before proceeding.

1. Clean surface as specified in **DURABAK™** instructions. New concrete should be fully cured and cleaned with a concrete cleaner. (See new concrete instructions.) Remove all residue. Old concrete should be cleaned with Muriatic Acid or a citric cleaner or scarifying machine. Again, remove all residue. Surface should then be thoroughly dried. Old or new concrete should be wiped finally with Xylene immediately before the first coat of **DURABAK™** is applied. The Xylene should be allowed to evaporate.
2. Lay out **SAFTI-TRAX™** plastic sheets with truncated domes for sizing. Be sure to leave white paper release sheet in place underneath domes. If required, cut sheets to size with scissors. When more than one sheet is to be installed in a single area, be sure to line up the alternating rows of domes correctly.
3. Mask off area to be covered by **SAFTI-TRAX™**
4. Place plastic sheet with domes still attached outside work area.
5. If supplied with kit, add packet or can of accelerator to quart or gallon of **DURABAK™** and mix can thoroughly and frequently, preferably with an electric mixer. Apply one coat of **DURABAK™** onto masked-off area. Check packing slip and accelerator container to make sure proper amount goes into quart or gallon. Do not coat an area larger than one sheet at a time as the domes will need to be placed on wet **DURABAK™** within 10 minutes (see #7).

NOTE: After each coat, close can tightly. Lightly wet stipple roller with Xylene and cover with plastic bag so roller will not dry out. If application is by spray gun, clean spray gun between coats with Xylene.

6. Lift plastic sheets (with domes attached) and remove the white, bottom release sheet from **SAFTI-TRAX™ PLASTIC SHEET**.
7. While the **DURABAK™** is still wet (within 10 minutes of application), lay domes (with top plastic sheet still attached) in place on wet surface. Without removing plas-

- tic sheet, lightly press domes down with a small flat board to ensure that the bottom of all the domes are making contact with the wet **DURABAK™**. If surface is uneven, you may need to remove and press some individual domes down by hand.
8. After the plastic sheets are in place, slice the sheets in straight lines with a razor cutter between every two rows to allow the air to circulate between the domes and to enable the **DURABAK™** to dry faster.
 9. Do not remove plastic sheets from the domes for two to three hours or more, until the domes are solidly attached to the **DURABAK™** and the **DURABAK™** is dry. Lighter colors, such as SafetyYellow, may require more time to dry, depending on climactic conditions.
 10. Gently and slowly peel off top plastic sheet parallel to surface, holding the individual domes down with one hand while peeling the sheet back with the other, being careful not to dislodge domes. If a dome should become dislodged, apply some **DURABAK™** to the bottom of the dome and press firmly back into place. Let dry.
 11. Apply 2nd coat of **DURABAK™** over truncated domes and entire masked-off surface, making sure **DURABAK™** covers the outside base of the domes. Roll in several different directions to ensure complete coverage.
 12. When the 2nd coat of **DURABAK™** has become touch dry, repeat step 11 with two more coats, allowing each coat to dry to the touch before applying the next one. NOTE: The completed system will have one base coat and three top coats.
 13. Slowly remove masking tape and let **SAFTI-TRAX™** dry. If tape is not removed promptly and is sticking to the **DURABAK™**, cut along edge with a razor knife and then remove tape.
 14. **SAFTI-TRAX™** surface can be walked on in 6 to 12 hours in conditions of average humidity. For special circumstances, average walking time may be able to be reduced. For information, contact authorized **SAFTI-TRAX™** representative.

Your **SAFTI-TRAX™** Detectable Warning System is now complete!

SAFTI-TRAX MAT™

DETECTABLE WARNING SYSTEM

PRODUCT DESCRIPTION

SAFTI-TRAX MAT™ SYSTEM is a unique new system designed specifically for compliance with the Americans with Disabilities Act (ADA) requirement for a tactile warning system for the blind and visually impaired.

SAFTI-TRAX MAT™ SYSTEM is a permanent mat system that is applied directly to clean dry surfaces with a special long-lasting totally-flexible-when-dry adhesive. The application is achieved without the need for specialized labor or machinery. It is therefore *not* labor intensive and *not* costly to apply.

SAFTI-TRAX MAT™ SYSTEM, made exclusively by **COTE-L** Industries, is a single piece, 2'x2' domed mat, molded in resilient rubber. The flat part of the mats are approximately 1/16" thick. With 3 coats of **DURABAK™**, our unique one-part, slip-resistant, totally flexible polyurethane safety coating. The **SAFTI-TRAX MAT™ SYSTEM** easily conforms to any shape, simply by cutting it with a scissors or mat knife.

SAFTI-TRAX MAT™ SYSTEM enjoys all the unique characteristics of its major component, **DURABAK™**: It is extremely durable, totally flexible, waterproof, and anticorrosive. **SAFTI-TRAX MAT™** is available in most of **DURABAK™**'s 16 standard colors.

SAFTI-TRAX MAT™ SYSTEM will work best on flat surfaces, but will also work on slight surface irregularities, facilitating a virtually faultless application.

SAFTI-TRAX MAT™ SYSTEM is not only totally flexible, but it is resilient, as specifically required by the ADA.

SAFTI-TRAX MAT™ SYSTEM is easy to clean with household detergents to degreasers.

The total square foot cost of materials and labor for the **SAFTI-TRAX MAT™ SYSTEM** with **DURABAK™** is significantly less than other products because of its ease of application. No significant preparation of the surface area is necessary other than proper cleaning. (In cases of retrofit to old, dirty concrete, washing with muriatic acid or scarifying may be required.)

APPLICATION INSTRUCTIONS

1. Clean back side of mat(s) with rubbing alcohol and let dry. Lay mat(s) flat, away from the actual final placement. (If necessary, bend them slightly to make them lie flat.)
2. Clean the surface using a pressure wash of at least 2,500 psi. If there is gum or other contaminants on the surface, clean with a clean wire brush. Alternatively, new concrete will require only a citric cleaner application. Agitate with a deck brush, rinse off thoroughly and dry thoroughly.

CAUTION: Oily asphalt requires a special crosslink. Contact **COTE-L** for specific primer.

3. Place mat(s) onto the application surface. Slice with a mat knife to piece if necessary.
4. Mask off the area around the mat(s) with a good-quality duct tape (the duct tape bonds better to the concrete than regular masking tape).
5. Remove the mat(s) from the working area, remembering the exact position they were in..

6. Place the adhesive in the caulk gun, cut off ¼" to ½" of the plastic tip, and pierce the inner seal of the caulk tube. NOTE: For easier application of adhesive, store at room temperature just before use.
7. Squeeze out a large bead of adhesive on one half of the surface (usually in an "s" shaped pattern).
8. Using a serrated trowel, spread the adhesive to cover the entire masked-off surface (paying particular attention to making sure that the perimeter of the area is covered right up to the duct-taped edges). 1¼ tubes cover 4 square feet. To avoid adhesive oozing up through seams, do not apply excessive adhesive on those areas.
9. Carefully place the mats back in their original position on the surface, making sure that they are not overlapping the duct tape.
10. With hands, press out air pockets from the center of the mat outwards to the edges.
11. Lay a small, flat board (1 square foot or smaller) on the top of the domes and press down firmly. Move the board around, making sure that all areas of each mat have been pressed down. Use the end of the board or another board to press down all areas in between the domes. Work from the center out and pay particular attention to pressing down all areas around the outside perimeter.
11. Remove any excess adhesive with a rag wet with xylene. If need be, **DURABAK™** can later be used for touch-up with a small brush.
12. Let adhesive dry for at least 6 to 12 hours before allowing foot traffic.

CAUTION: Do not apply when moisture-vapor transmission condition exists from the substrate as this can cause bubbling within the sealant. Generally, in high temperature and humidity, apply in the cooler (latter) part of the day when moisture travels away from the concrete surface. For more information, contact **COTE-L**.

Technical Data

DURABAK™ Specifications

DESCRIPTION

DURABAK is a tough, one-part polyurethane with self-contained recycled rubber granules, which give it an attractive tough-textured appearance. When exposed to atmospheric moisture, DURABAK undergoes a chemical curing process which changes it from a liquid to a tough polyurethane membrane. DURABAK will chemically bond to most clean and dry surfaces. These include, but are not limited to, concrete, wood, fiberglass, metal, rubber and sound-painted materials. It can be applied by roller, brush or spray. DURABAK can give a relatively smooth or rough surface, depending on application technique.

USES

DURABAK has many applications for commercial, military and civilian use. DURABAK protects surfaces from foul weather elements and harsh chemicals, while creating a slip-resistant surface on: pedestrian walkways truck beds ramps and loading docks bridges metal and wooden steps catwalks ship decks marine applications pleasure boats storage tanks floors handicap ramps pools and spas sealing rusty pipes playgrounds freight elevators tool handles roofing vehicle undercoating curb ramps parking lots

ADVANTAGES

One-Part No mixing of components
Totally Flexible Never chips, flakes or peels
Repairable Bonds to itself
Protection Water proof. Resistant to acid, chemicals, UV exposure, salt water
Fast Drying Very short intercoat time; Foot traffic in 6 to 12 hours
Economical Lasts for years; no need to remove old DURABAK when recoating

To tint DURABAK, use a non-water-based paste pigment. The pigment should be compatible with a moisture-cured polyurethane. DO NOT USE POWDER PIGMENTS. It should not be a universal automatic tint and it should not be one suitable for acrylic paints. The tints used need to be dispersed in a plasticizer (such as Reofos) and preferably dried to a moisture content of <0.2%. Tinting must be done immediately before application to avoid premature curing.

PHYSICAL PROPERTIES

Weight per gallon, pounds 10
Viscosity, Kreb units 67-72
Percent solids by weight 66 %
Application temperature range 32 F to 95 F
(NOTE: On nonporous surfaces, below 32 F)
Application thickness, 2 coats dry 29-39mils
Flexibility total flexibility
Resilience resilient in dry state
Abrasion resistance
Tabor wheel, 1000 gr load, 1000 cycles 30.5
Fire resistance
Flame spread ASTM E-162: 01
Smoke generation ASTM E662: 06
Salt water resistance 100 %
Freeze-thaw resistance 60 F to +254 F
Pot life 3 hours
Shelf life min. 1 year
Flash time 1-1/2 to 3 hours
Walk time 6 to 12 hours
Time between coats - 1 hour
Full cure - 4 days
VOC 2.9 lbs/gal
DOT Hazmat Info. Paint, 3, UN1263, PG III
Coverage 60 s/f per gal w/2 coats
Ideal Storage 32 F < 104 F

COLORS

DURABAK comes in standard and custom colors, including Black, Dark Grey, Light Grey, Brick Red, Safety Red, Dark Blue, Medium Blue, Forest Green, Avocado Green, Safety Yellow, Safety Orange, White, Tan, Cream, Beige and Clear (without pigment or rubber granules). All colors also available in smooth version (without granules). Color matching on volume orders. <0.2%. Tinting must be done immediately before application.

Technical Data

DURABAK Physical and Performance Data

1. Chemical Resistance

The following table gives the results of full immersion of DURABAK for 7 days in some common chemicals.

CHEMICAL	SOLUTION %	RATING
Sulfuric Acid	2	Excellent
	10	Good
	20	Good
Acetic Acid	2	Excellent
	10	Excellent
	20	Good
Hydrochloric Acid	2	Excellent
	10	Excellent
	20	Good
Phosphoric Acid	2	Excellent
	10	Excellent
	20	Excellent
Sodium Hydroxide	2	Excellent
	10	Good
	20	Good
Ammonia	2	Excellent
	10	Good
	20	Good
SOLVENTS		
Gasoline	neat	Fair
Acetone	neat	Poor
Diesel	neat	Good
Potable Water	neat	Excellent
Salt Water	neat	Excellent

NOTE: Solution percent represents percent of commercially supplied concentrate. Sulfuric 98%, Phosphoric 85%, Hydrochloric 32%, Ammonia 29%.

6. Place the adhesive in the caulk gun, cut off ¼" to ½" of the plastic tip, and pierce the inner seal of the caulk tube. NOTE: For easier application of adhesive, store at room temperature just before use.
7. Squeeze out a large bead of adhesive on one half of the surface (usually in an "s" shaped pattern).
8. Using a serrated trowel, spread the adhesive to cover the entire masked-off surface (paying particular attention to making sure that the perimeter of the area is covered right up to the duct-taped edges). 1¼ tubes cover 4 square feet. To avoid adhesive oozing up through seams, do not apply excessive adhesive on those areas.
9. Carefully place the mats back in their original position on the surface, making sure that they are not overlapping the duct tape.
10. With hands, press out air pockets from the center of the mat outwards to the edges.
11. Lay a small, flat board (1 square foot or smaller) on the top of the domes and press down firmly. Move the board around, making sure that all areas of each mat have been pressed down. Use the end of the board or another board to press down all areas in between the domes. Work from the center out and pay particular attention to pressing down all areas around the outside perimeter.
11. Remove any excess adhesive with a rag wet with xylene. If need be, **DURABAK™** can later be used for touch-up with a small brush.
12. Let adhesive dry for at least 6 to 12 hours before allowing foot traffic.

CAUTION: Do not apply when moisture-vapor transmission condition exists from the substrate as this can cause bubbling within the sealant. Generally, in high temperature and humidity, apply in the cooler (latter) part of the day when moisture travels away from the concrete surface. For more information, contact **COTE-L**.

Technical Data

2. UV Resistance

The following conclusions were reached after QUV accelerated weathering tests by an independent tester.

500 hours of exposure resulted in a loss of gloss finish; however, there was no indication of surface cracking or any other surface deterioration.

Physical testing of the DURABAK samples, tensiles at break and elongation at break indicate that the 500-hour exposure has not affected the properties of the material.

3. Fire Resistance

The following burn test was independently carried out:

A 500 micron film of DURABAK was exposed to a Bunsen flame for:

- a) Two exposures of 5 seconds with removal for 5 seconds
- b) Continued exposure for 30 seconds

The short (a) exposure gave a general scorching of the film with some evolution of smoke and liquid. The extended (b) exposure led to the combustion of the film. The film remained alight for a period of 15 seconds after removal from the flame. The flame did not spread beyond the region subjected to the flame. The region which had combusted was left charred but intact. Smoke generated was non-toxic.

4. Impact Resistance

The following independent test was conducted:

An aluminum panel was coated with DURABAK. It was subject to front and reverse side impact by a blunt 0.5 cm², 1 kg load over 1 meter fall. The film remained intact.

The product could be considered to have good adhesion impact resistance.

5. Co-Efficient of Friction

The following results were obtained when tested under conditions outlined in ASTM D1894-93.

Sample	Static Co-Efficient of Friction		Dynamic Co-Efficient of Friction	
	Dry	Wet	Dry	Wet
1	0.95	1.41	0.91	1.36
2	0.95	1.41	0.95	1.27
3	0.98	1.41	0.91	1.32

6. Tensile Strength/Elongation at Break

	Tensile Strength KGFCM-2	Elongation at Break KGFCM-2
Standard DURABAK - 7 day cure	42.3 - 50.7	4 - 7
After 500 hours QUV accelerated aging (n=4)	45.6 - 55.4	5 - 6

Technical Data

METCOTE Technical Data

Can size:	Pints and Quarts
No. of components	One
Color:	Black
Viscosity:	40-45 secs FC4 at 77 F
Touch dry time:	30 mins at 77 F
Recoating time:	1 hour at 77 F
Hard dry:	2 hours at 77 F
Volume solids:	15%
Recommended WFT:	4 mils
Recommended DFT:	1.25 mils
Self life:	2+ years
Service temp:	5 F to 428 F
Application temp:	23 F to 122 F
Density:	0.89 g/cm ³
Flash Point:	77 F
Flammability:	In wet form
Coverage	145 sq. ft./qt.

PRIMECOTE Technical Data

Pack size:	Pints and Quarts
No. components	Two
Mixing ratio:	Part A and Part B as per can contents
Touch drying time:	30 minutes to 2 hours
Overcoating time:	2 - 4 hours
Curing time:	2 - 4 hours
Rt life:	3 - 4 hours at 77 F
Self life:	2 years
Volume solids:	85%
Wet film thickness:	2.4 mils
Dry film thickness:	2 mils
Service Temperature:	23 F to 122 F
Application Temp:	41 F to 95 F
Flash Point:	Below 73 F
Density:	.04 oz/cm ³
Mass per litre:	2.6 lbs.
Toxicity:	Toxic when wet
Flammability:	In wet form
Cleaner:	xylene
Storage:	Cool dry conditions
Coverage	80 sq. ft./qt.

DURABAK™ /DURABAK18™ COLOR CHART



DURABAK™/SAFTI-TRAX™ APPLICATION PICTURES



Oceanliners
World Class Yachts



Truck Bedliners



SAFTI-TRAX on Train Platforms
Metro North, Manhattan



Bus Floors and Steps
City Transit Bus Lines



Ship Decks
The Gazela, Philadelphia



Curb Ramp Delineation by NJ DOT



Ramps



Port Authority of NY and NJ
Newark Airport

COTEEL

DURABAK™ / SAFTI-TRAX™ PICTURES

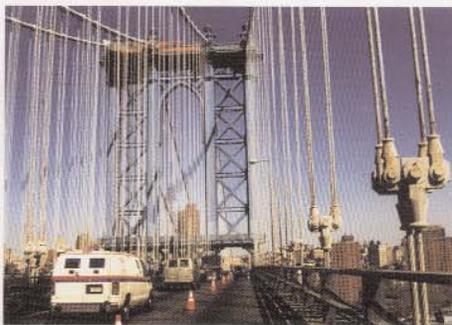
TM



SAFTI-TRAX and DURABAK
Mass Bay Transit Authority



Swimming Pool Decks



Bridges



Spray Application



U.S. Navy and Coastguard



SAFTI-TRAX Application



Industrial Kitchen Floors



SAFTI-TRAX Application on Ramp

COTEEL



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We put safety at your feet!

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www.cotelind.com



The Chemical Company

PRODUCT DATA

7 07 92 00 Joint Sealants

OMNISEAL™ 50

Neutral-cure silicone construction sealant

Description

Omniseal™ 50 is a ready-to-use medium-modulus, neutral-cure silicone construction sealant. It forms a bond to many substrates without a primer. It has excellent gunability at low temperatures and skins over quickly.

Yield

See page 3 for charts.

Packaging

10.3 fl oz (305 ml) cartridges, 24 cartridges per carton

Color

Black, bronze, aluminum gray, limestone, white, and translucent.

Shelf Life

1 year when properly stored.

Storage

Store in unopened containers in a cool, dry area away from heat and direct sunlight. Elevated temperatures will reduce shelf life.

Features

- Single component, ready to use
- Skins over quickly
- Versatile medium modulus
- Excellent UV resistance
- Excellent gunability at low temperatures

Benefits

- Requires no mixing; saves labor
- Seals joint and performs faster; less dirt pick-up during cure
- Produces a highly durable, flexible seal
- Does not degrade in sunlight; provides long-lasting seal
- Work can continue during cold weather

Where to Use

APPLICATION

- Expansion and control joints
- Curtain walls
- Perimeter caulking of windows
- Conventional (nonstructural) glazing
- Window and door frames

LOCATION

- Vertical or horizontal
- Exterior
- Above grade

SUBSTRATE

- Concrete
- Masonry
- Glass
- Aluminum
- Plastics

How to Apply

Joint Preparation

1. Design the number of joints and the joint width for a maximum of $\pm 25\%$ movement.
2. The depth of the sealant should be half the width of the joint. The maximum depth is 1/2" (13 mm) and the minimum is 1/4" (6 mm). The maximum recommended joint width is 1-1/2" (38 mm). Refer to Table 1 on next page.
3. In deep joints, control the sealant depth by using Closed-Cell Backer-Rod or Soft Backer-Rod (see Form No. 1026342). Where the joint depth does not permit the use of backer-rod, use a bondbreaker (polyethylene strip) to prevent three-point bonding.
4. To maintain the recommended sealant depth, install backer-rod by compressing and rolling it into the joint channel without stretching it lengthwise. Closed-Cell Backer-Rod should be about 1/8" (3 mm) larger in diameter than the width of the joint to allow for compression. Soft Backer-Rod should be approximately 25% larger in diameter than the joint width. The sealant does not adhere to it, and no separate bondbreaker is required. Do not prime or puncture the backer-rod.



Technical Data

Composition

Omniseal™ 50 is a neutral-cure silicone polymer-based sealant that cures by reaction with atmospheric moisture.

Compliances

- ASTM C 920, Type S, Grade NS, Class 50, Use NT, M, G, and A
- Federal Specification TT-S-001543A, Class A, Type nonsag
- Federal Specification TT-S-00230C, Type II, Class A
- USDA compliant for use in areas that handle meat and poultry

Test Data

PROPERTY	RESULTS	TEST METHODS
Movement capability, %	±50	ASTM C 719
Tensile strength, psi (MPa)	260 (1.79)	ASTM D 412
Ultimate elongation at break, %	500	ASTM D 412
Rheological (sag in vertical displacement), at 120° F (49° C)	No sag	ASTM C 639
Extrudability, seconds	passes	ASTM C 603
Hardness, Shore A , at standard conditions	33	ASTM C 661
Weight loss, after heat aging, %	< 5	ASTM C 792
Tack-free time, min (maximum 72 hrs)	15	ASTM C 679
Stain and color change	Passes (no visible stain)	ASTM C 510
Bond durability , on glass, aluminum, and concrete, ±50% movement	Passes	ASTM C 719
Adhesion in peel , pli (kg/cm), (minimum 5 pli [0.89 kg/cm])		ASTM C 794
Aluminum	35 (6.2)	
Glass	33 (5.8)	
Concrete	36 (6.4)	
Adhesion in peel, after UV radiation through glass , pli (kg/cm), (minimum 5 pli [0.89 kg/cm])	33 (5.8)	ASTM C 794
Artificial weathering , Xenon Arc, 2,000 hours	No cracking	ASTM G 26

Test results are typical values obtained under laboratory conditions. Reasonable variations can be expected.

TABLE 1

Joint width and Sealant Depth

JOINT WIDTH, IN (MM)	SEALANT DEPTH AT MIDPOINT, IN (MM)
1/4 – 1/2 (6 – 13)	1/4 (6)
1/2 – 3/4 (13 – 19)	1/4 – 3/8 (6 – 10)
3/4 – 1 (19 – 25)	3/8 – 1/2 (10 – 13)
1 – 1-1/2 (25 – 38)	1/2 (13)

Surface Preparation

1. Surfaces must be structurally sound, fully cured, dry, clean, free of dirt, moisture, loose particles, oil, grease, asphalt, tar, paint, wax, rust, waterproofing or curing and parting compounds, membrane materials, and other contaminants.
2. Field adhesion testing is recommended before application begins.

MASONRY

Clean concrete, stone, and other masonry where necessary by grinding, sandblasting, or wire brushing to expose a sound surface free of moisture, contamination, and laitance.

METAL

1. Remove scale, rust, and coatings to expose bright metal.
2. Aluminum window frames are frequently coated with a clear lacquer, usually of acrylic or methacrylate composition, which must be removed before Omniseal™ 50 is applied. Remove by wiping frames with a clean cloth moistened with methyl ethyl ketone (MEK).
3. A variety of other protective coatings or finishes are also frequently specified that could interfere with the bond of the sealant; contact Technical Service for recommendations before applying sealant in these circumstances.

Yield

LINEAR FEET PER GALLON*

JOINT DEPTH (INCHES)	JOINT WIDTH (INCHES)						
	1/4	3/8	1/2	5/8	3/4	7/8	1
1/4	308	205	154	122	–	–	–
3/8	–	–	–	82	68	58	51
1/2	–	–	–	–	51	44	38

**1 gallon equals approximately 12 cartridges.

METERS PER LITER**

JOINT DEPTH (MM)	JOINT WIDTH (MM)						
	6	10	13	16	19	22	25
6	24.8	16.5	12.4	9.8	–	–	–
10	–	–	–	6.6	5.5	4.7	4.1
13	–	–	–	–	4	3.5	3

**1 liter equals approximately 3.3 cartridges

Application

1. Omniseal™ 50 comes ready to use. Do not open cartridges until all preparatory work has been completed.
2. Fill joints from the deepest point to the surface by holding a properly sized nozzle against the back of the joint. Avoid trapping air in joint.
3. Proper tooling ensures the correct bead configuration, a neat joint, and maximum adhesion to the sides of the joint.
4. Best practices dictate that all caulking and sealing be done when temperatures are above 40° F (4° C) to avoid application to moisture-laden surfaces. Moisture on substrates will adversely affect adhesion. Application may proceed as low as 20° F (-6° C) if there is certainty that substrates are completely dry, free of frost, and clean as described under Surface Preparation.

Clean Up

1. Immediately after use and before sealant has cured, clean equipment with Reducer 990 or xylene.
2. Remove cured sealant by cutting with a sharp-edged tool; remove thin films by abrading.

Curing

Times assume a typical joint of 1/2" (13 mm) width by 1/4" (6 mm) depth at 75° F (24° C) and 50% relative humidity. Curing will vary with temperature and humidity.

Tack free: less than 30 minutes
 Heavy skin: overnight to 24 hours
 Functional: 3 days
 Full cure: approximately 1 week

For Best Performance

- Not recommended for constant water immersion, below grade applications, or areas with traffic.
- Painting over Omniseal™ 50 is not recommended.
- Not recommended for horizontal traffic surfaces.
- Do not apply polyurethane sealants in the vicinity of uncured silicone sealants.
- This sealant should only be used for outdoor applications in open air where the vapors emitted during curing cannot be entrapped; do not apply in completely enclosed areas.
- Not for use in structural glazing.
- Not approved for food contact or potable water.
- Not recommended for application to absorptive surfaces such as limestone, granite, and marble, which may be stain.
- Never use filler impregnated with oil, asphalt, tar, or any migratory saturant.
- Old caulking compounds should not come in contact with Omniseal™ 50.
- Make certain the most current versions of product data sheet and MSDS are being used; call Customer Service (1-800-433-9517) to verify the most current versions.
- Proper application is the responsibility of the user. Field visits by BASF personnel are for the purpose of making technical recommendations only and not for supervising or providing quality control on the jobsite.

Health and Safety

OMNISEAL™ 50

Caution

Omniseal™ 50 contains 2-butanone (methylsilyldyne)trioxime; and 2-butanone, and o,o',o''-(ethenylsilyldyne)trioxime.

Risks

May cause eye, skin and respiratory irritation.

Ingestion may cause irritation. INTENTIONAL MISUSE BY DELIBERATELY INHALING THE CONTENTS MAY BE HARMFUL OR FATAL.

Precautions

KEEP OUT OF THE REACH OF CHILDREN. Use only with adequate ventilation. Prevent contact with skin, eyes and clothing. Wash thoroughly after handling. DO NOT breathe vapors. DO NOT take internally. Use impervious gloves, eye protection and if the TLV is exceeded or if used in a poorly ventilated area, use NIOSH/MSHA approved respiratory protection in accordance with applicable federal, state and local regulations. Empty container may contain hazardous residues. All label warnings must be observed until container is commercially cleaned or reconditioned.

First Aid

Eye contact, flush thoroughly with water for at least 15 minutes. SEEK IMMEDIATE MEDICAL ATTENTION. Skin contact, flush with plenty of water, then wash affected areas with soap and water. If irritation persists, SEEK MEDICAL ATTENTION. If inhalation causes physical discomfort, remove to fresh air. If discomfort persists or any breathing difficulty occurs or if swallowed, SEEK IMMEDIATE MEDICAL ATTENTION.

Refer to Material Safety Data Sheet (MSDS) for further information.

Proposition 65

This product does not knowingly contain materials listed by the state of California as known to cancer, birth defects, or other reproductive harm.

VOC Content

0.29 lbs/gal or 35 g/L, less water and exempt solvents.

**For medical emergencies only,
call ChemTrec (1-800-424-9300).**

BASF Construction Chemicals, LLC – Building Systems

889 Valley Park Drive
Shakopee, MN, 55379

www.BuildingSystems.BASF.com

Customer Service 800-433-9517
Technical Service 800-243-6739



LIMITED WARRANTY NOTICE: Every reasonable effort is made to apply BASF exacting standards both in the manufacture of our products and in the information which we issue concerning these products and their use. We warrant our products to be of good quality and will replace or, at our election, refund the purchase price of any products proved defective. Satisfactory results depend not only upon quality products, but also upon many factors beyond our control. Therefore, except for such replacement or refund, BASF MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, RESPECTING ITS PRODUCTS, and BASF shall have no other liability with respect thereto. Any claim regarding product defect must be received in writing within one (1) year from the date of shipment. No claim will be considered without such written notice or after the specified time interval. User shall determine the suitability of the products for the intended use and assume all risks and liability in connection therewith. Any authorized change in the printed recommendations concerning the use of our products must bear the signature of the BASF Technical Manager.

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The Carlton™



Design | Technology | Innovation

 BRIGGS®



FEATURES

- Floor-mounted flush valve toilet
- Stain-resistant vitreous china
- Siphon-jet flushing action
- 1-1/2" top inlet spud
- Wide 2" trapway
- Integral rim jets for cleaner bowl
- Flush valve sold separately
- 19" x 9-1/2" footprint
- Generous 5-year warranty

AVAILABLE COLOR



WHITE (130)

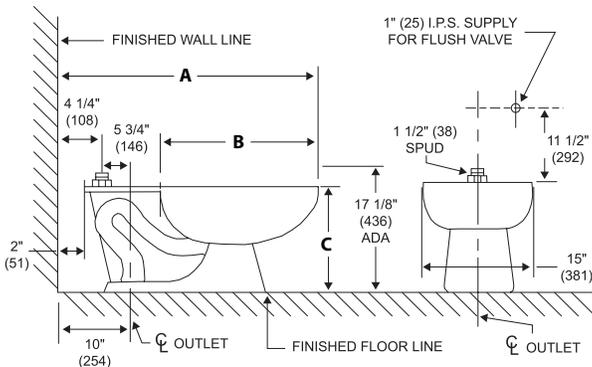
SPECIFICATIONS

- Model 7714: 10" rough-in elongated floor-mounted toilet, 45 lb
- Model 7790: 10" rough-in elongated ADA floor-mounted toilet, 58 lb



INSTALLATION

- Installation instructions supplied



	7714	7790
A	27-1/2" (699)	27-1/2" (699)
B	18-1/2" (470)	18-1/2" (470)
C	14-1/2" (368)	17-1/8" (435)

Dimensions may vary (+) or (-) 1/4". Dimensions shown in parentheses are in millimeters: 25.4 mm = 1 inch. Note: Fixture dimensions are nominal and conform with dimension and performance requirements of ASME/ANSI Standards A11.2.19.2M. Dimensions subject to change or cancellation without notice. Briggs is not responsible for the use of superseded or voided specification information.



AURA[®] BATH AND SPA WATERBORNE INTERIOR MATTE FINISH K532

Features

- Designed for bathrooms and saunas
- Extreme hide, never more than two coats in any colour
- Provides a mildew resistant coating
- **Colour Lock[®] Technology**, no colour rub-off
- Stains wash off easily
- Excellent touch up
- Self priming
- Easy application
- Long lasting fresh look Appearance
- Easy clean up

General Properties

AURA[®] Bath & Spa Matte Finish is part of an innovative paint and colourant system integrating the best technologies to deliver superior durability for any colour along with the promise of long lasting beauty. In addition to using 100% acrylic latex, proprietary resins have been incorporated to give the product its extraordinary performance properties.

Recommended For:

Bathroom and sauna applications where a flat finish with the highest performance characteristics are desired. New or previously painted wallboard, plaster, masonry and wood. Primed or previously painted metal; new or coated acoustic ceilings. Ideal for surfaces where maximum durability and water stain resistance are required along with lasting colours. Allow paint to dry two weeks before washing.

Limitations:

- Do not apply when air and surface temperatures are below 50° F (10° C)
- Only GENNEX[®] Waterborne Colourants can be added to AURA[®] Paint

Colours		Technical Data [◇]		Pastel Base		
— Standard: No ready mixed colours are available.		Vehicle Type	Acrylic & proprietary resins			
		Pigment Type	Titanium Dioxide			
		Volume Solids	40.0%			
— Tint Bases: 1X, 2X, 3X, & 4X Tint Bases only with GENNEX [®] Waterborne Colourant.		Theoretical Coverage At	32.5 – 37.2 Sq meters			
		Recommended Film Thickness	per 3.79 L			
		Recommended Film Thickness	— Wet	4.3 mils		
			— Dry	1.7 mils		
— Special Colours: Contact your Benjamin Moore & Co. representative.		Dry Time @ 77° F (25° C) @ 50% RH	— Dry To Touch	1 Hour		
			— To Handle	1 Hour		
			— To Recoat	1 Hour		
Certification:		Dries By	Evaporation, Coalescence			
-VOC compliant in all regulated areas		Viscosity	99 ± 3 KU			
		Flash Point	None			
Based on independent, third-party laboratory testing, the Green Promise [™] designation certifies that this product meets or exceeds each standard shown in the following chart.		Gloss/Sheen	Flat (3-6 @ 85°)			
		Surface Temperature at application	– Min.	10° C		
			– Max.	32.2° C		
		Thin With:	See Chart			
		Clean Up Thinner	Clean Water			
		Weight Per 3.79 L	5.1 kg			
		Storage Temperature	– Min.	4.4° C		
			– Max.	32.2° C		
		Volatile Organic Compounds (VOC)[*]				
		44 Grams/Liter				
		0.37 Lbs./Gallon				
CUSTOMER SERVICE INFORMATION CENTRE 1-800-361-5898, info@benjaminmoore.ca , www.benjaminmoore.ca						

[◇] Reported values are for Pastel Base. Contact Benjamin Moore & Co. for values of other bases or colours.

Surface Preparation

Surfaces to be painted must be clean, dry, and free of dirt, dust, grease, oil, soap, wax, scaling paint, water soluble materials and mildew. Remove any peeling or scaling paint, and sand these areas to feather edges smooth with adjacent surfaces. Glossy areas should be dulled. Drywall surfaces must be free of sanding dust. Spot prime with AURA® Bath & Spa Matte Finish before and after filling nail holes, cracks, and other surface imperfections.

New plaster or masonry surfaces must be allowed to cure (30 days) before applying base coat. Cured plaster should be hard, have a slight sheen and maximum pH of 10; soft, porous or powdery plaster indicates improper cure. Never sand a plaster surface; knife off any protrusions and prime plaster before and after applying patching compound. Poured or pre-cast concrete with a very smooth surface should be etched or abraded to promote adhesion, after removing all form release agents and curing compounds. Remove any powder or loose particles.

Difficult Substrates: Benjamin Moore & Co. offers a variety of specialty primers for use over difficult substrates such as plaster, bleeding woods, grease stains, crayon markings, hard glossy surfaces, galvanized metal, or other substrates where paint adhesion or stain suppression is a particular problem. Your BENJAMIN MOORE® retailer can recommend the right problem-solving primer for your special needs.

WARNING! If you scrape, sand, or remove old paint, you may release lead dust. **LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE.** Wear a NIOSH approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Carefully clean up with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by logging onto Health Canada @ http://www.hc-sc.gc.ca/iyh-vsv/prod/paint-peinture_e.html.

Primer/Finish Systems

AURA® Matte & Spa Matte Finish is self priming on most surfaces. On bare substrates two coats are required; previously painted surfaces can be finished with 1 or 2 coats.

Special Note: For certain deep colours, AURA® Colour Foundation must be used to achieve maximum hide and the desired topcoat colour. Consult your retailer.

Wood, New:

Primer/Finish: 1 or 2 coats AURA® Bath and Spa Matte Finish.

Wood, Repaint:

Primer: Spot prime painted wood as needed with AURA® Bath and Spa Matte Finish.

Finish: 1 or 2 coats of AURA® Bath and Spa Matte Finish.

Plaster/Wallboard, New:

Primer/Finish: 1 or 2 coats of AURA® Bath and Spa Matte Finish.

Plaster/Wallboard, Repaint:

Primer: Spot prime as needed with AURA® Bath and Spa Matte Finish.

Finish: 1 or 2 coats of AURA® Bath and Spa Matte Finish.

Masonry, New:

Rough or Pitted Masonry:

Primer: SUPER SPEC® Latex Block Filler (160).

Finish: 1 or 2 coats of AURA® Bath and Spa Matte Finish.

Smooth Poured or Precast Concrete:

Primer/Finish: 1 or 2 coats of AURA® Bath and Spa Matte Finish.

Masonry, Repaint:

Primer: Spot prime painted masonry as needed with AURA® Bath and Spa Matte Finish.

Finish: 1 or 2 coats of AURA® Bath and Spa Matte Finish.

Unpainted Metal (Ferrous):

Primer: Benjamin Moore® Fresh Start® rust inhibitive primer (163/K163)

Finish: 1 or 2 coats of AURA® Bath and Spa Matte Finish.

Application

Mixing of Paint: Stir thoroughly before and during use. Use the same brushing techniques as you would for any low-VOC compliant interior coating. Benjamin Moore recommends an extra firm nylon polyester brush for best results.

Aura® offers excellent flow and leveling. Do not over brush in the attempt to smooth out brush marks.

We recommend the Benjamin Moore® Aura® shed-resistant, 3/8" nap roller cover for best results. Aura® dries faster than other acrylic paints, so avoid lap marks by maintaining a wet edge. Roll out vertical sections in 3' to 4' widths.

If your edge begins to dry or you see that you missed a spot and the paint is already setting up, allow it to dry completely before touching up that area.

This product can also be sprayed; refer to the chart below for spray recommendations.

Thinning/Cleanup

Conditioning with Benjamin Moore® K518 Extender may be necessary under certain conditions to adjust open time or spray characteristics. The chart below is for general guidance		
	Mild conditions	Severe conditions
	Humid (RH> 50%) with no direct sunlight & with little to no wind	Dry (RH<50%), in direct sunlight, or windy conditions
Brush: Nylon / Polyester	No thinning necessary	Add K518 Extender or water: Max of about 1/4 L to 3.79 L of paint Never add other paints or solvents.
Roller: 3/8" Aura® Roller Cover		
Spray: Airless Pressure: 1000 -2000 psi Tip: 0.013-0.017		

Cleanup: Wash painting tools in warm soapy water immediately after use. Spray equipment should be given a final rinse with mineral spirits to prevent rusting.

USE COMPLETELY OR DISPOSE OF PROPERLY. Dry, empty containers may be recycled in a can recycling program. **Local disposal requirements vary; consult your sanitation department or provincial environmental agency on disposal options.**

Environmental, Health & Safety Information

Use only in a well ventilated area. Keep container closed when not in use. In case of spillage, absorb with inert material and dispose of in accordance with local regulations. Wash thoroughly after handling.

**KEEP OUT OF REACH OF CHILDREN
PROTECT FROM FREEZING
Refer to Material Safety Data Sheet for additional health and safety information.**

ATTACHMENT J.1.4

**STANDARD CONTRACT PROVISIONS FOR USE WITH
SPECIFICATIONS FOR
DISTRICT OF COLUMBIA GOVERNMENT CONSTRUCTION
PROJECTS, JANUARY 2007**

Government of the District of Columbia

**STANDARD CONTRACT
PROVISIONS**

For Use With
Specifications for
District of Columbia Government
Construction Projects
(Revised January 2007)



PLEASE RETAIN FOR YOUR REFERENCE

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INSTRUCTIONS TO BIDDERS

(Construction)

ARTICLE 1. QUALIFICATIONS OF BIDDERS—Bidders shall have the capability to perform classes of work contemplated, have the necessary plant and sufficient capital to execute the work properly within specified time.

Any Bidder who has not performed comparable work for the District within the last 5 years shall submit, at the Contracting Officer's discretion, a certified statement of his organization, plant, manpower, financial resources, and construction experience that he considers will qualify him for proposed contract. This information shall be certified by a Certified Public Accountant for contracts over \$25,000 and submitted on the AGC Form "Standard Questionnaires and Financial Statement for Bidders", obtainable from the Associated General Contractors of America, Inc., at 1957 "B" Street, N. W., Washington, D. C., 20008, or on an approved equivalent form. This requirement is not needed if the bidder has submitted such a statement to the District within a year prior to bid opening date, but will be required if bidder has previously submitted such a statement under one company name or organization or joint venture and is now bidding under another company name or organization or joint venture. A certified statement of prequalification approval by another jurisdiction may be considered as an alternative to foregoing procedure. A bidder shall submit a supplemental statement if requested by the District.

ARTICLE 2. BID DOCUMENTS—The Specifications (including all documents referenced therein and all documents attached thereto), drawings and addenda which form the basis of any bid shall be considered as part thereof and will form part of the bid. Copies of these documents will be furnished to or made available for the inspection of prospective bidders by that office indicated in the advertisement or invitation.

ARTICLE 3. EXAMINATION OF BID DOCUMENTS AND SITE OF WORK—Each Bidder shall carefully examine the site of the proposed work and the bid documents and fully acquaint himself with conditions relating to construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work under the bid documents, and he shall judge for and satisfy himself as to conditions to be encountered affecting the character, quality and quantity of the work to be performed and materials to be furnished and to the requirements of the bid documents. Failure to do so will be at the Bidder's own risk and shall not relieve him from any obligation under his bid or contract.

ARTICLE 4. PREPARATION FOR BIDS—The bid form furnished in the bid proposal and specifications shall be used in strict compliance with the requirements of the Invitation and Supplemental Instructions to Bidders in the specifications. Special care shall be exercised in the preparation of bids. Bidders must make their own estimates of the facilities and difficulties to be anticipated upon execution of the contract, including local conditions, uncertainty of weather and all other contingencies. All designations and prices shall be fully and clearly set forth in the bid submission. **ALL PRICES SHALL BE INSERTED IN FIGURES TYPED OR PRINTED LEGIBLY ON THE BID FORM.** All corrections on the bid documents must be initialed by the person signing the bid form.

ARTICLE 5. ERROR IN BIDS—Bidders or their authorized agents are expected to examine all bid documents and any addenda thereto, and all other instructions pertaining to the work which will be open to their inspection. Failure to do so will be at the bidder's own risk, and will not constitute reason for relief on plea of error in the bid. **IN CASE OF ERROR IN THE EXTENSION OF PRICES IN THE BID, UNIT PRICES WILL GOVERN.**

The bidder must submit his plea of error in writing to the Contracting Officer and must be prepared to document and prove his error.

ARTICLE 6. LABOR AND MATERIAL NOT FURNISHED BY DISTRICT—The District will not furnish any labor, material or supplies unless a provision to do so is included in the contract documents.

ARTICLE 7. ADDENDA AND INTERPRETATIONS—No oral interpretations of the meaning of the drawings, specifications or other bid documents will be made to any bidder. Verbal clarification will not be binding on the District. All requests must be in writing and addressed to the Contracting Officer responsible for administering the contract. Requests for interpretations of bid documents must be received by the Contracting Officer not later than 10 days prior to bid opening date. All changes to the bid documents will be made by addenda mailed to all prospective bidders, who have obtained copies of the bid documents, not later than 7 days before bid opening date. In case of discrepancy among addenda, a later dated addendum has priority over earlier dated addenda. It shall be the bidder's responsibility to make inquiry as to any or all addenda issued, and failure of any prospective bidder to receive any such addenda issued by the Contracting Officer shall not relieve the bidder from any obligation under his bid as submitted. Bidders must acknowledge receipt of all addenda on the Bid Form; failure to do so may result in rejection of bid.. All addenda issued shall become part of the bid and contract documents. -

ARTICLE 8. ALTERNATE BIDS—Alternate bids will not be considered unless called for in the Bid Form.

ARTICLE 9. BIDS FOR ALL OR PART—Where bids are not qualified by specific limitations, the District reserves the right to award all or any of the items according to its best interests.

ARTICLE 10. PRICE SCHEDULE INTERPRETATION—Quantities appearing in the Price Schedule are approximate only and are prepared for the comparison of bids. Payment will be made only for actual material requirements accepted and for work performed and accepted. Schedule quantities may be increased, decreased or omitted and there shall be no adjustment in contract unit prices except as provided, and except for such materials actually purchased or work actually performed prior to notification of the change in items affected.

The price for any item, unless otherwise specified, shall include full compensation for all materials, tests, samples, manufacturers' guaranties, tools, equipment, labor and incidental work needed to complete specified items. Prices without exception shall be net, not subject to discount, and shall include all royalties and costs arising from patents, proprietary items, trademarks and copyrights.

ARTICLE 11. CORRECTIONS—Erasures and other changes in bids must be explained or noted over the signature of the bidder.

ARTICLE 12. BOND REQUIREMENTS

- A. BID GUARANTY**—On all bids of \$100,000.00 or more, security is required to insure the execution of the contract. No bid will be considered unless it is so guaranteed. Each bidder must furnish with his bid either a Bid Bond (Form No. DC 2640-5), with good and sufficient sureties, a certified check payable to the order of the Treasurer of the District of Columbia (uncertified check will not be accepted), negotiable United States bonds (at par value), or an irrevocable letter of credit in an amount not less than five percent (5%) of the amount of his bid, as a guaranty that he will not withdraw said bid within the period specified therein after the opening of the same; or, if no period be specified, within ninety (90) days after said opening, and will, within the period specified therefore, or, if no period be specified, within ten (10) days, after the prescribed forms are forwarded to him for execution (or within any extension of time which may be granted by the officer to whom the bid was addressed) execute and deliver a written contract on the standard District form in accordance with bid as accepted and give bond with good and sufficient sureties, as specified below for the faithful performance and proper fulfillment of such contract and payment of laborers and material men as required by law or, in the event of the withdrawal of said bid within the period above stated, or the failure to enter into such contract and give such bond within the time above stated, that he will pay to the District the difference between the amount specified in said bid and the amount for which the District may procure the required work, if the latter amount be in excess of the former.

In case security is in the form of a certified check or United States bonds, the District may make such disposition of the same as will accomplish the purpose for which

submitted. Certified checks may be held uncollected at the bidder's risk. Certified checks and United States bonds will be returned to the unsuccessful bidders after award of contract and to successful bidders after the signing of prescribed forms of contract and bonds. Guaranty bonds will be returned only upon written application.

B. PERFORMANCE BOND—For any construction contract exceeding \$100,000.00, a Performance Bond (Form No. DC 2640-7) shall be required in a penal amount equal to one hundred percent (100%) of the contract price at time of award. Additional performance bond protection shall be required in connection with any modification effecting an increase in price under any contract for which a bond is required pursuant to the above if:

1. The modification is for new or additional work which is beyond the scope of the existing contract; or,
2. The modification is pursuant to an existing provision of the contract and is expected to increase the contract price by \$50,000 or twenty-five percent (25%) of the original total contract price, whichever is less.

The penal amount of the bond protection shall be increased so that the total performance bond protection is one hundred percent (100%) of the contract price as revised by both the modification requiring such additional protection and the aggregate of any previous modification. The increased penal amount may be secured either by increasing the bond protection provided by existing surety or sureties or by obtaining an additional performance bond from a new surety.

C. PAYMENT BOND— In accordance with the provisions of Section 504(b) of the District of Columbia Procurement Practices Act of 1985, payment bonds shall be required in an amount not less than fifty percent (50%) of the total amount payable by the terms of the contract.

Additional payment protection shall be required in connection with any notification effecting an increase in price under any contract for which a bond is required pursuant to the above if —

1. The modification is for new or additional work which is beyond the scope of the existing contract; or
2. The modification is pursuant to an existing provision of the contract and is expected to increase the contract price by \$50,000 or twenty-five percent (25%) of the original total contract price, whichever is less.

The penal amount of the additional bond protection shall generally be such that the total payment bond protection is fifty percent (50%) of the contract price as revised by both the modification requiring such additional protection, and the aggregate of any previous modifications. The additional protection may be secured either by increasing the bond protection provided by the existing surety or sureties or by obtaining an additional payment bond from a new surety.

D. BOND SOURCE—The bonds may be obtained from any surety company authorized by the U.S. Treasury Department as acceptable sureties on Federal Bonds and authorized to transact business in the District of Columbia by the Director, Department of Insurance, Securities and Banking.

ARTICLE 13. SIGNATURE TO BIDS—Each bid must show the full business address of the bidder and be signed by him with his usual signature. Bids by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the name of the corporation, followed by the signature and

designation of the President or Vice President and attested by the Secretary of the corporation or other persons authorized to bind the corporation and the corporate seal affixed thereto. If bid is signed by other than the President or Vice President, evidence of authority to so sign must be furnished in the form of an extract of minutes. of a meeting of the Board of Directors or extract of bylaws certified by the Corporate Secretary and corporate seal affixed thereto. The names of all persons signing shall be typed or printed below the signatures. A bid by a person who affixes to his signature the word "President", "Vice President", "Secretary", "Agent", or other designation, without disclosing his principal, may be held personally to the bid. Bids submitted by a joint venture must be signed by all authorized parties to the joint venture.

ARTICLE 14. MARKING AND MAILING BIDS—Bids, addenda acknowledgment, and bid guaranty must be securely sealed in suitable envelopes, addressed and marked on the outside with the name of the bidder, invitation number and date of opening.

ARTICLE 15. RECEIVING BIDS, MODIFICATIONS OR WITHDRAWALS—Bids received prior to the time set for opening will be securely kept unopened. The officer whose duty it is to open them will decide when the specified time has arrived and no bid received thereafter will be considered unless: (1) they are sent by registered mail or by certified mail for which an official dated post office stamp (postmark) on the original Receipt for Certified Mail has been obtained and it is determined by the District that the late receipt was due solely to delay in the mails for which the bidder was not responsible; or (2) if submitted by mail (or by telegram if authorized by the Contracting Officer), it is determined by the District that the late receipt was due solely to mishandling by the District after receipt at the District agency: Provided, that timely receipt. at such agency is established upon examination of an appropriate date or time stamp or other documentary evidence of receipt within the control of such agency.

Bidders using certified mail are cautioned to obtain a receipt for certified mail showing legible, dated postmark and to retain such receipt against the chance that it will be required as evidence that a late bid was timely mailed. The only evidence acceptable in this matter is as follows: (1) where the Receipt of Certified Mail identifies the post office station of mailing, evidence furnished by the bidder which establishes, that the business day of the station ended at an earlier time, in which case the time of mailing shall be deemed to be last minute of the business day; or (2) an entry in ink on the Receipt for Certified Mail showing the time of mailing and the initials of postal employee receiving the item and making the entry, with appropriate written verification of such entry from the post office station of mailing, in which case the time of mailing, shall be the time shown in the entry. If the postmark on the original Receipt for Certified Mail does not show a date, the bid shall not be considered.

The time of mailing of late bids submitted by registered or certified mail shall be deemed to be the last minute of the date shown in the postmark on the registered mail receipt or registered mail wrapper or on the Receipt for Certified Mail unless the bidder furnishes evidence from the post office station of mailing which establishes an earlier time.

No responsibility will attach to the District or any of its officers or employees for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic bids will not be considered, but modifications, by telegram, of bids already submitted will be considered if received prior to the hour set for opening, but should not reveal the amount of the original or revised bid.

ARTICLE 16. WITHDRAWAL OF BIDS—Bids may be withdrawn on written or telegraphic request received from bidders prior to the time fixed for opening, provided the name of the bidder appears on the outside of the envelope containing the bid. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

ARTICLE 17. OPENING OF BIDS—At the time fixed for the opening of bids, their contents will be made public by the Office of Contracting and Procurement for the information of bidders and other properly interested persons.

ARTICLE 18. AWARD OR REJECTION—The Contract will be awarded to the lowest responsible Bidder complying with conditions of the bid documents, provided his bid is reasonable and it is in the best interest of the District to accept it. The Bidder, to whom award is made, will be notified by

the Contracting Officer at the earliest possible date. The District, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the District.

If more than one bid be offered by any one party, by or in the name of his or their clerk, partner, or other person, all such bids may be rejected. This shall not prevent a Bidder from proceeding under Article 8 hereof, nor from quoting different prices on different qualities of material or different conditions of delivery. A supplier or material man who has quoted prices on materials to a Bidder is not thereby disqualified from quoting to other bidders or from submitting a bid directly for the materials or work.

Each Bidder shall submit a bid on all items in the Price Schedule; failure to bid on all items may result in bid rejection.

In addition to requirements for qualification of bidders as set forth in Article 1 hereof, and as determined by the District, proposals will be considered irregular and may be rejected by the Contracting Officer for any of, but not limited to, the following reasons:

- A. Incompetency, inadequate plant or insufficient capital as revealed by Bidder's statement on AGC or equivalent form.
- B. Evidence of collusion.
- C. Uncompleted work which might hinder or prevent proper and prompt execution and completion of work contemplated.
- D. Evidence that Bidder has not adequately considered all aspects of contemplated work.
- E. Failure to settle bills satisfactorily, claims and judgments due for labor and material on Bidder's contracts in force on bid opening date.
- F. Default under previous contracts.
- G. Unacceptable rating as listed on published government lists.
- H. Proposal submission on form other than that form furnished by District, or altered or partially detached form.
- I. Unauthorized additions, deletions, omissions, conditional bids, or irregularities which may make proposal incomplete or ambiguous in meaning.
- J. Failure to acknowledge all addenda issued.
- K. Failure to submit bid in the properly labeled receptacle at that location designated as the Office of Contracting and Procurement, Bid Room, Suite 700, 441 4th St., N.W., Washington, D.C. 20001 and prior to the time set for opening as governed by the Official Clock designated as such in that Bid Room.

ARTICLE 19. CANCELLATION OF AWARDS—The right is reserved to the District, without any liability upon the District, to cancel the award of any contract at any time prior to approval of a formal written contract signed by the Contractor and the Contracting Officer.

ARTICLE 20. CONTRACT AND BOND—The Bidder to whom award is made must, when required, enter into a written contract on the standard District form, with satisfactory security in the amount required (see Article 12) within the period specified, or no period be specified, within 10 days after the prescribed forms are presented to him for signature.

**GENERAL PROVISIONS
(Construction Contract)**

ARTICLE 1. DEFINITIONS

- A. "District" as used herein means the District of Columbia, a municipal corporation.
- B. "Mayor" as used herein means the elected head of the District as set forth in Public Law 93-198 dated December 24, 1973, Title 4, Part B, Section 422(1).
- C. "Contracting Officer" as used herein means the District official authorized to execute and administrate the Contract on behalf of the District.
- D. "Contract Documents" or "Contract" as used herein means Addenda, Contract Form, Instructions to Bidders, General Provisions, Labor Provisions, Performance and Payment Bonds, Specifications, Special Provisions, Contract Drawings, approved written Change Orders and Agreements required to acceptably complete the Contract, including authorized extensions thereof.

ARTICLE 2. SPECIFICATIONS AND DRAWINGS—The Contractor shall keep on the work site a copy of Contract drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the Contract drawings, or shown on the Contract drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.

All Contract requirements are equally binding. Each Contract requirement, whether or not omitted elsewhere in the Contract, is binding as though occurring in any or all parts of the Contract. In case of discrepancy:

- 1. The Contracting Officer shall be promptly notified in writing of any error, discrepancy or omission, apparent or otherwise.
- 2. Applicable Federal and D. C. Code requirements have priority over: the Contract form, General Provisions, Change Orders, Addenda, Contract drawings, Special Provisions and Specifications.
- 3. The Contract form, General Provisions and Labor Provisions have priority over: Change Orders, Addenda, Contract drawings, Special Provisions and Specifications.
- 4. Change Orders have priority over: Addenda, Contract drawings and Specifications.
- 5. Addenda have priority over: Contract drawings, Special Provisions and Specifications. A later dated Addendum has priority over earlier dated Addenda.
- 6. Special Provisions have priority over: Contract drawings and other specifications.
- 7. Shown and indicated dimensions have priority over scaled dimensions.
- 8. Original scale drawings and details have priority over any other different scale drawings and details.
- 9. Large scale drawings and details have priority over small scale drawings and details.
- 10. Any adjustment by the Contractor without a prior determination by the Contracting Officer shall be at his own risk and expense. The Contracting Officer will furnish from time to time such detail drawings and other information as he may consider necessary, unless otherwise provided.

ARTICLE 3. CHANGES

- A. DESIGNATED CHANGE ORDERS**—The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes
1. In the Contract drawings and specifications;
 2. In the method or manner of performance of the work;
 3. In the District furnished facilities, equipment, materials or services; or
 4. Directing acceleration in the performance of the work.

Nothing provided in this Article shall excuse the Contractor from proceeding with the prosecution of the work so changed.

- B. OTHER CHANGE ORDERS**—Any other written order or an oral order (which term as used in this Section (B) shall include direction, instruction, interpretation, or determination) from the Contracting Officer which causes any such change, shall be treated as a Change Order under this Article, provided that the Contractor gives the Contracting Officer written notice stating the date, circumstances and sources of the order and that the Contractor regards the order as a Change Order.
- C. GENERAL REQUIREMENTS**—Except as herein provided, no order, statement or conduct of the Contracting Officer shall be treated as a change under this Article or entitle the Contractor to an equitable adjustment hereunder. If any change under this Article causes an increase or decrease in the Contract's cost of, or the time required for, the performance of any part of the work under this Contract whether or not changed by any order, an equitable adjustment shall be made and the Contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any change under (B) above shall be allowed for any cost incurred more than 20 days before the Contractor gives written notice as therein required unless this 20 days is extended by the Contracting Officer and provided further, that in case of defective drawings and specifications, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective drawings and specifications.

If the Contractor intends to assert a claim for an equitable adjustment under this Article, he must, within 30 days after receipt of a written Change Order under (A) above or the furnishing of a written notice under (B) above, submit to the Contracting Officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the Contracting Officer. The statement of claim hereunder may be included in the notice under (B) above.

No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under the Contract.

- D. CHANGE ORDER BREAKDOWN**—Contract prices shall be used for Change Order work where work is of similar nature; no other costs, overhead or profit will be allowed.

Where Contract prices are not appropriate and the nature of the change is known in advance of construction, the parties shall attempt to agree on a fully justifiable price adjustment and/or adjustment of completion time.

When Contract prices are not appropriate, or the parties fail to agree on equitable adjustment, or in processing claims, equitable adjustment for Change Order work shall be per this Article and Article 4 and shall be based upon the breakdown shown in following

subsections 1. through 7. The Contractor shall assemble a complete cost breakdown that lists and substantiates each item of work and each item of cost.

1. **Labor**—Payment will be made for direct labor cost plus indirect labor cost such as insurance, taxes, fringe benefits and welfare provided such costs are considered reasonable. Indirect costs shall be itemized and verified by receipted invoices. If verification is not possible, up to 18 percent of direct labor costs may be allowed. In addition, up to 20 percent of direct plus indirect labor costs may be allowed for overhead and profit.
2. **Bond**—Payment for additional bond cost will be made per bond rate schedule submitted to the Office of Contracting and Procurement with the executed Contract.
3. **Materials**—Payment for cost of required materials will be F.O.B. destination (the job site) with an allowance for overhead and profit.
4. **Rented Equipment**—Payment for required equipment rented from an outside company that is neither an affiliate of, nor a subsidiary of, the Contractor will be based on receipted invoices which shall not exceed rates given in the current edition of the Rental Rate Blue Book for Construction Equipment published by Data Quest. If actual rental rates exceed manual rates, written justification shall be furnished to the Contracting Officer for consideration. No additional allowance will be made for overhead and profit. The Contractor shall submit written certification to the Contracting Officer that any required rented equipment is neither owned by nor rented from the Contractor or an affiliate of or subsidiary of the Contractor.
5. **Contractor's Equipment**— Payment for required equipment owned by the Contractor or an affiliate of the Contractor will be based solely on an hourly rate derived by dividing the current appropriate monthly rate by 176 hours. No payment will be made under any circumstances for repair costs, freight and transportation charges, fuel, lubricants, insurance, any other costs and expenses, or overhead and profit. Payment for such equipment made idle by delays attributable to the District will be based on one-half the derived hourly rate under this subsection.
6. **Miscellaneous**—No additional allowance will be made for general superintendence, use of small tools and other costs for which no specific allowance is herein provided.
7. **Subcontract Work**—Payment for additional necessary subcontract work will be based on applicable procedures in 1. through 6., to which total additional subcontract work up to an additional 10 percent may be allowed for the Contractor's overhead and profit.

ARTICLE 4. EQUITABLE ADJUSTMENT OF CONTRACT TERMS

The Contractor is entitled to an equitable adjustment of the contract terms whenever the following situations develop:

Differing Site Conditions:

- (1) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the Contractor, upon discovering such conditions, shall promptly notify the Contracting Officer in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

- (2) Upon written notification, the Contracting Officer will investigate the conditions, and if he/she determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Contracting Officer will notify the Contractor of his/her determination whether or not an adjustment of the contract is warranted.
- (3) No contract adjustment which results in a benefit to the Contract will be allowed unless the Contractor has provided the required written notice.
- (4) No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

Suspension of Work Ordered by the Contracting Officer:

- (1) If the performance of all or any portion of the work is suspended or delayed by the Contracting Officer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Contracting Officer in writing a request for equitable adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- (2) Upon receipt, the Contracting Officer will evaluate the Contractor's request. If the Contracting Officer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control or and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Contracting Officer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The Contracting Officer will notify the Contractor of his/her determination whether or not an adjustment of the contract is warranted.
- (3) No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.
- (4) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term of condition of this contract.

Significant Changes in the Character of Work:

- (1) The Contracting Officer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered.
- (2) If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Contracting Officer may determine to be fair and reasonable.

- (3) If the alterations or changes in quantities significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
- (4) The term "significant change" shall be construed to apply only to the following circumstances:
 - (a) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - (b) When an item of work is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in the case of a decrease below 75 percent, to the actual amount of work performed.

ARTICLE 5. TERMINATION-DELAYS—If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Contract, or any extension thereof, or fails to complete said work within specified time, the District may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work involving the delay. In such event the District may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plant as may have been paid for by the District or may be on the site of the work and necessary therefore. Whether or not the Contractor's right to proceed with the work is terminated, he and his sureties shall be liable for any liability to the District resulting from his refusal or failure to complete the work within the specified time.

If fixed and agreed liquidated damages are provided in the Contract and if the District does not so terminate the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed or accepted.

The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

1. The delay in the completion the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the District in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the District, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, climatic conditions beyond the normal which could be anticipated, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers (the term subcontractors or suppliers shall mean subcontractors or suppliers at any tier); and
2. The Contractor, within 10 days from the beginning of any such delay, (unless the Contracting Officer grants a further period of time before the date of final payment under the Contract) notifies the Contracting Officer in writing of the causes of delay.

The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in Article 7 herein.

If, after notice of termination of the Contractor's right to proceed under the provisions of this Article, it is determined for any reason that the Contractor was not in default under the provisions of this Article, or that the delay was excusable under the provisions of this Article, the rights and

obligations of the parties shall be in accordance with Article 6 herein. Failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of Article 7 herein.

The rights and remedies of the District provided in this Article are in addition to any other rights and remedies provided by law or under the Contract.

The District may, by written notice, terminate the Contract or a portion thereof as a result of an Executive Order of the President of the United States with respect to the prosecution of war or in the interest of national defense. When the Contract is so terminated, no claim for loss of anticipated profits will be permitted.

ARTICLE 6. TERMINATION FOR CONVENIENCE OF THE DISTRICT

- A.** The performance of work under the Contract may be terminated by the District in accordance with this Article in whole, or in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the District. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.
- B.** After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, the Contractor shall:
 1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
 2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract as is not terminated.
 3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
 4. Assign to the District, in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the District shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
 5. Settle all outstanding liabilities and all claims arising out of such termination of orders or subcontracts, with the approval or ratification of the Contracting Officer to the extent he may require, which approval or ratification shall be final for all purposes of this Article.
 6. Transfer title to the District and deliver in the manner, at the times, and to the extent, if any, directed by the Contracting Officer
 - a. The fabricated or unfabricated parts, work in progress, completed work, supplies, and other material procured as a part of, or acquired in connection with, the performance of the work terminated by the Notice of Termination, and
 - b. The completed, or partially completed plans, drawings information and other property which, if the Contract had been completed, would have been required to be furnished to the District.
 7. Use his best efforts to sell, in the manner, at the terms, to the extent, and at the price or prices directed or authorized by the Contracting Officer, any property of the types referred to in 6 above provided, however, that the Contractor:
 - a. Shall not be required to extend credit to any purchaser, and

- b. May acquire any property under the conditions prescribed and at a price or prices approved by the Contracting Officer, and
 - c. Provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the District to the Contractor under the Contract or shall otherwise be credited to the price or cost of the work covered by the Contract or paid in such other manner as the Contracting Officer may direct.
- 8. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
 - 9. Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to the Contract which is in the possession of the Contractor and in which the District has or may acquire an interest.
 - 10. The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the cost, or any item of reimbursable cost, under this Article.
 - 11. "Plant clearance period" means, for each particular property classification (such as raw materials, purchased parts and work in progress) at any one plant or location, a period beginning with the effective date of the termination for convenience and ending 90 days after receipt by the Contracting Officer of acceptable inventory schedules covering all items of that particular property classification in the termination inventory at that plant or location, or ending on such later date as may be agreed to by the Contracting Officer and the Contractor. Final phase of a plant clearance period means that part of a plant clearance period which occurs after the receipt of acceptable inventory schedules covering all items of the particular property classification at the plant or location.

At any time after expiration of the plant clearance period, as defined above, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Contracting Officer, and may request the District to remove such items or enter into a storage agreement covering them. Not later than 15 days thereafter, the District will accept title to such items and remove them or enter into a storage agreement covering the same; provided, that the list submitted shall be subject to verification by the Contracting Officer upon removal of the items or, if the items are stored, within 45 days from the date of submission of the list, and any necessary adjustments to correct the list as submitted, shall be made prior to final settlement.

- C. After receipt of a Notice of Termination, the Contractor shall submit to the Contracting Officer his termination claim, in the form with the certification prescribed by the Contracting Officer. Such claim shall be submitted promptly but in no event later than one year from the effective date of termination, unless one or more extensions in writing are granted by the Contracting Officer upon request of the Contractor made in writing within such one year period or authorized extension thereof. However, if the Contracting Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such one year period or extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may, subject to any review required by the District's procedures in effect as of the date of execution of the Contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

- D. Subject to the provisions of C above, and subject to any review required by the District's procedures in effect as of the date of execution of the Contract, the Contractor and Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this Article, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in E below prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Contracting Officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this Article, shall be deemed to limit, restrict or otherwise determine or effect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this paragraph.
- E. In the event of the failure of the Contractor and the Contracting Officer to agree as provided in D above upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this Article, the Contracting Officer shall, subject to any review required by the District's procedures in effect as of the date of execution of the Contract, determine, on the basis of information available to him, the amount, if any, due the Contractor by reason of the termination and shall pay to the Contractor the amounts determined by the Contracting Officer, as follows, but without duplication of any amounts agreed upon in accordance with D above:
1. With respect to all Contract work performed prior to the effective date of the Notice of Termination, the total (without duplication of any items) of:
 - a. The cost of such work;
 - b. The cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in B 5. above, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor prior to the effective date of the Notice of Termination of work under the Contract, which amounts shall be included in the cost on account of which payment is made under E1.a. above; and
 - c. A sum, as profit on E.1.a. above, determined by the Contracting Officer to be fair and reasonable; provided however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed under this subparagraph and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and provided further that profit shall be allowed only on preparations made and work done by the Contractor for the terminated portion of the Contract but may not be allowed on the Contractor's settlement expenses. Anticipatory profits and consequential damages will not be allowed. Any reasonable method may be used to arrive at a fair profit, separately or as part of the whole settlement.
 2. The reasonable cost of the preservation and protection of property incurred pursuant to B.9; and any other reasonable cost incidental to termination of work under the Contract including expense incidental to the determination of the amount due to the Contractor as the result of the termination of work under the Contract.

- F. The total sum to be paid to me Contractor under E.1. above shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. Except for normal spoilage, and except to the extent that the District shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor under E.1. above, the fair value, as determined by the Contracting Officer, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the District, or to a buyer pursuant to B.7 above.
- G. The Contractor shall have the right of appeal, under Article 7 herein, from any determination made by the Contracting Officer under C. or E. above, except that, if the Contractor has failed to submit his claim within the time provided in C above and has failed to request extension of such time, he shall have no such right of appeal. In any case where the Contracting Officer has made a determination of the amount due under C. or E. above, the District shall pay to the Contractor the following:
1. If there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Contracting Officer, or
 2. If an appeal had been taken, the amount finally determined on such appeal.
- H. In arriving at the amount due the Contractor under this Article there shall be deducted:
1. all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of the Contract;
 2. any claim which the District may have against the Contractor in connection with the Contract; and
 3. the agreed price for, or the proceeds of sale of, any materials, supplies or other things kept by the Contractor or sold, pursuant to the provisions of this Article and not otherwise recovered by or credited to the District.
- I. If the termination hereunder be partial, prior to the settlement of the terminated portion of the Contract, the Contractor may file with the Contracting Officer a request in writing for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made at such price or prices; however, nothing contained herein shall limit the right of the District and the Contractor to agree upon the amount or amounts to be paid to the Contractor for the completion of the continued portion of the Contract when said Contract does not contain an established Contract price for such continued portion.
- J. The District may from time to time, under such terms and conditions as it may prescribe, make partial payments against costs incurred by the Contractor in connection with the terminated portion of the Contract whenever in the opinion of the Contracting Officer the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this Article, such excess shall be payable by the Contractor to the District upon demand, together with interest computed at the rate of 6 percent per annum for the period from the date such excess is received by the Contractor to the date on which such excess is repaid to the District; provided however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition, or such later date as determined by the Contracting Officer by reason of the circumstances.

- K. Unless otherwise provided in the Contract or by applicable statute, the Contractor, from the effective date of termination and for a period of three years after final settlement under the Contract, shall preserve and make available to the District at all reasonable times at the office of the Contractor, but without direct charge to the District, all his books, records, documents and other evidence bearing on the costs and expenses of the Contractor under the Contract and relating to the work terminated hereunder, or, to the extent approved by the Contracting Officer, photographs and other authentic reproductions thereof.

ARTICLE 7. DISPUTES

- A. All disputes arising under or relating to this contract shall be resolved as provided herein.
- B. Claims by a Contractor against the District.

"Claim", as used in Section B of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

- (a) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision. The contractor's claim shall contain at least the following:

- (1) A description of the claim and the amount in dispute;
- (2) Any data or other information in support of the claim;
- (3) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
- (4) The Contractor's request for relief or other action by the Contracting Officer.

(b) The Contracting Officer may meet with the Contractor in a further attempt to resolve the claim by agreement.

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(c) For any claim of \$50,000 or less, the Contracting Officer shall issue a decision within sixty (60) days from receipt of a written request from a Contractor that a decision be rendered within that period.

(d) For any claim over \$50,000, the Contracting Officer shall issue a decision within ninety (90) days of receipt of the claim. Whenever possible, the Contracting Officer shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

(e) The Contracting Officer's written decision shall do the following:

- (1) Provide a description of the claim or dispute;
- (2) Refer to the pertinent contract terms;
- (3) State the factual areas of agreement and disagreement;
- (4) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
- (5) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
- (6) Indicate that the written document is the contracting officer's final decision; and
- (7) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

(f) Any failure by the Contracting Officer to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim, and

will authorize the commencement of an appeal to the Contract Appeals Board as authorized by D.C. Official Code § 2-309.04.

(g) (1) If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.

(2) Liability under paragraph (g)(1) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

(h) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D. C. Official Code § 2-309.04.

(i) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

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C. Claims by the District against a Contractor

(a) Claim as used in Section C of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

(b) (1) All claims by the District against a Contractor arising under or relating to a contract shall be decided by the Contracting Officer.

(2) The Contracting Officer shall send written notice of the claim to the Contractor. The Contracting Officer's written decision shall do the following:

(a) Provide a description of the claim or dispute;

(b) Refer to the pertinent contract terms;

(c) State the factual areas of agreement and disagreement;

(d) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;

(e) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;

(f) Indicate that the written document is the Contracting Officer's final decision; and

(g) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

(3) The decision shall be supported by reasons and shall inform the Contractor of its rights as provided herein.

(4) The authority contained in this clause shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.

(5) This clause shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.

(c) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D.C. Official Code §2-309.04.

(d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

ARTICLE 8. PAYMENTS TO CONTRACTOR—The District will pay the contract price or prices as hereinafter provided in accordance with District and Federal regulations.

The District will make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates approved by the Contracting Officer. The Contractor shall furnish a breakdown of the total Contract price showing the amount included therein for each principal category of the work, in such detail as requested, to provide a basis for determining progress payments. In the preparation of estimates the Contracting Officer, at his discretion, may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site may also be taken into consideration:

1. If such consideration is specifically authorized by the Contract;
2. If the Contractor furnishes satisfactory evidence that he has acquired title to such material, that it meets Contract requirements and that it will be utilized on the work covered by the Contract; and
3. If the Contractor furnishes to the Contracting Officer an itemized list.

The Contracting Officer at his/her discretion shall cause to be withheld retention in an amount sufficient to protect the interest of the District of Columbia. The amount shall not exceed ten percent (10%) of the partial payment. However, if the Contracting Officer, at any time after 50 percent of the work has been completed, finds that satisfactory progress is being made, he may authorize any of the remaining progress payments to be made in full or may retain from such remaining partial payments less than 10 percent thereof. Also, whenever work is substantially complete, the Contracting Officer, if he considers the amount retained to be in excess of the amount adequate for the protection of the District, at his discretion, may release to the Contractor all or a portion of such excess amount. Furthermore, on completion and acceptance of each separate building, public work, or other division of the Contract, on which the price is stated separately in the Contract, payment may be made therefore without retention of a percentage, less authorized deductions.

All material and work covered by progress payments made shall thereupon become the sole property of the District, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work, or as waiving the right of the District to require the fulfillment of all of the terms of the Contract.

Upon completion and acceptance of all work, the amount due the Contractor under the Contract shall be paid upon presentation at a properly executed voucher and after the Contractor shall have furnished the District with a release, if required, of all claims against the District arising by virtue of the Contract, other than claims in stated amounts as may be specifically excepted by the Contractor from the operation of the release.

ARTICLE 9. TRANSFER OR ASSIGNMENT—Unless otherwise provided by law, neither the Contract nor any interest therein may be transferred or assigned by the Contractor to any other party without the written consent of the Contracting Officer nor without the written acceptance by the surety on the performance and payment bond securing the Contract of the assignee as the Contractor and the principal on such bond; and any attempted transfer or assignment not authorized by this Article shall constitute a breach of the Contract and the District may for such cause terminate the right of the Contractor to proceed in the same manner as provided in Article 5 herein, and the Contractor and his sureties shall be liable to the District for any excess cost occasioned the District thereby.

ARTICLE 10. MATERIAL AND WORKMANSHIP

- A. GENERAL**—Unless otherwise specifically provided in the Contract, all equipment, material and articles incorporated in the work covered by the Contract shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Contract, reference to any equipment, material, article or patented

process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition., and the Contractor may use any equipment, material, article or process which, in the judgment of the Contracting Officer, is equivalent to that named unless otherwise specified. The Contractor shall furnish to the Contracting Officer for his approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the mechanical and other equipment which the Contractor contemplates incorporating in the work. Machinery and equipment shall be in proper condition. When required by the Contract or when called for by the Contracting Officer, the Contractor shall furnish to the Contracting Officer for approval full information concerning the material or articles which he contemplates incorporating in the work. When so directed, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles installed or used without required approval shall be at the risk of subsequent rejection and subject to satisfactory replacement at Contractor's expense.

B. SURPLUS MATERIALS USE—Whenever specified in the Contract or authorized by the Contracting Officer that materials become the property of the Contractor, which by reference or otherwise shall include disposal of materials, it is understood that the Contractor accepts such materials "as is" with no further expense or liability to the District. If such material specified in the Contract will have a potential or real interest of value, the Contractor shall make allowance in the Contract to show such value.

C. DISTRICT MATERIAL—No materials furnished by the District shall be applied to any other use, public or private, than that for which they are issued to the Contractor. The full amount of the cost to the District of all materials furnished by the District to the Contractor and for which no charge is made, which are not accounted for by the Contractor to the satisfaction of the Contracting Officer, will be charged against the Contractor and his sureties and may be deducted from any monies due the Contractor, and this charge shall be in addition to and not in lieu of any other liabilities of the Contractor whether civil or criminal. Materials furnished by the District for which a charge is made at a rate mentioned in the specifications will be delivered to the Contractor upon proper requisitions therefore and will be charged to his account.

D. Plant —The Contractor shall at all times employ sufficient tools and equipment for prosecuting the various classes of work to full completion in the manner and time required. The Contractor shall at all times perform work in sufficient light and shall provide proper illumination, including lighting required for night work as directed, as a Contract requirement. All equipment, tools, formwork and staging used on the project shall be of sufficient size and in proper mechanical and safe condition to meet work requirements, to produce satisfactory work quality and to prevent injury to persons, the project or adjacent property. When methods and equipment are not prescribed in the Contract, the Contractor is free to use tools, methods and equipment that he satisfactorily demonstrates will accomplish the work in conformity with Contract requirements.

If the Contractor desires to use a method or type of tool or equipment other than specified in the Contract, he shall request approval to do so; the request shall be in writing and shall include a full description of proposed methods, tools and equipment and reason for the change or substitution. Approval of substitutions and changed methods will be on condition that the Contractor will be fully responsible for producing work meeting Contract requirements. If after trial use of the substituted methods, tools and equipment, the Contracting Officer determines that work produced does not meet Contract requirements, the Contractor shall complete remaining work with specified methods, tools and equipment.

E. CAPABILITY OF WORKERS- All work under the Contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require the Contractor to remove from the work any such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed by the Contracting Officer to be contrary to the public interest. Such request will be in writing:

- F. CONFORMITY OF WORK AND MATERIALS**—All work performed and materials and products furnished shall be in conformity, within indicated tolerances, with lines, grades, cross sections, details, dimensions, material and construction requirements shown or intended by the drawings and specifications.

When materials, products or work cannot be corrected, written notice of rejection will be issued. Rejected materials, products and work shall be eliminated from the project and acceptably replaced at Contractor's expense. The Contracting Officer's failure to reject any portion of the project shall not constitute implied acceptance nor in any way release the Contractor from Contract requirements.

- G. UNAUTHORIZED WORK AND MATERIALS**—Work performed or materials ordered or furnished for the project deviating from requirements without written authority, will be considered unauthorized and at Contractor's expense. The District is not obligated to pay for unauthorized work. Unauthorized work and materials may be ordered removed and replaced at Contractor's expense.

ARTICLE 11. INSPECTION AND ACCEPTANCE—Except as otherwise provided in the Contract, inspection and test by the District of material and workmanship required by the Contract shall be made at reasonable times and at the site of the work, unless the Contracting Officer determines that such inspection or test of material which is to be incorporated in the work shall be made at the place of production, manufacture or shipment of such material. To the extent specified by the Contracting Officer at the time of determining to make off-site inspection or test, such inspection or test shall be conclusive as to whether the material involved conforms to Contract requirements. Such off-site inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the District after acceptance of the completed work under the terms of the last paragraph of this Article, except as herein above provided.

The Contractor shall, without charge, replace any material and correct any workmanship found by the District not to conform to Contract requirements, unless in the public interest the District consents to accept such material or workmanship with an appropriate adjustment in Contract price. The Contractor shall promptly segregate and remove rejected material from the premises at Contractor's expense.

If the Contractor does not promptly replace rejected material or correct rejected workmanship, the District:

1. May, by contract or otherwise, replace such material and correct such workmanship and charge the cost thereof to the Contractor, or
2. May terminate the Contractor's right to proceed in accordance with Article 5 herein.

The Contractor shall furnish promptly, without additional cost to the District, all facilities, labor and material reasonably needed for performing such safe and convenient inspection and test as may be required by the Contracting Officer. All inspections and tests by the District shall be performed in such manner as not unnecessarily to delay the work. Special, full size, and performance tests shall be performed as described in the Contract. The Contractor shall be charged with any additional cost of inspection when material and workmanship are not ready for inspection at the time specified by the Contractor.

Should it be considered necessary or advisable by the Contracting Officer at any time before acceptance of the work, either in part or in its entirety, to make an examination of work completed, by removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary facilities, labor and material to do same. If such work is found to be defective or nonconforming in any material respect, due to the fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, an equitable adjustment shall be made in the Contract price

to compensate the Contractor for the additional services involved in such examination and reconstruction and, if completion of the work has been delayed thereby, he shall, in addition, be granted an equitable extension of time.

Unless otherwise provided in the Contract, acceptance by the District will be made as promptly as practicable after completion and inspection of all work required by the Contract. Acceptance shall be final and conclusive except as regards to latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the District's rights under any warranty or guaranty.

ARTICLE 12. SUPERINTENDENCE BY CONTRACTOR—The Contractor shall give his personal superintendence to the performance of the work or have a competent foreman or superintendent, satisfactory to the Contracting Officer, on the work site at all times during progress, with authority to act for him.

ARTICLE 13. PERMITS AND RESPONSIBILITIES—The Contractor shall, without expense to the District, be responsible for obtaining any necessary licenses, certificates and permits, and for complying with any applicable Federal, State, and Municipal laws, codes and regulations, in connection with the prosecution of the work. He shall be similarly responsible for all damages to persons or property that occurs as a result of his fault or negligence. He shall take proper safety, health and environmental precautions to protect the work, the workers, the public, and the property of others. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction thereof which theretofore may have been accepted.

ARTICLE 14. INDEMNIFICATION—The Contractor shall indemnify and save harmless the District and all of its officers, agents and servants against any and all claims or liability arising from or based on, or as a consequence or result of, any act, omission or default of the Contractor, his employees, or his subcontractors, in the performance of, or in connection with, any work required, contemplated or performed under the Contract.

ARTICLE 15. PROTECTION AGAINST TRESPASS—Except as otherwise expressly provided in the Contract, the Contractor is authorized to refuse admission either to the premises or to the working space covered by the Contract to any person whose admission is not specifically authorized in writing by the Contracting Officer.

ARTICLE 16. CONDITIONS AFFECTING THE WORK

A. GENERAL—The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work and the cost thereof. Any failure by the Contractor to do so will not relieve him from responsibility for successfully performing the work as specified without additional expense to the District. The District assumes no responsibility for any understanding or representation concerning conditions made by any of its officers or agents prior to the execution of the Contract, unless such understanding or representation by the District is expressly stated in the Contract.

B. WORK AND STORAGE SPACE—Available work and storage space designated by the District shall be developed as required by the Contract or restored at completion of the project by the Contractor to a condition equivalent to that existing prior to construction. No payment will be made for furnishing or restoration of any work and storage space. If no area is designated or the area designated is not sufficient for the Contractor's operations, he shall obtain necessary space elsewhere at no expense or liability to the District.

C. WORK ON SUNDAYS, LEGAL HOLIDAYS AND AT NIGHT—No work shall be done at any time on Sundays or legal holidays or on any other day before 7 a.m. or after 7 p.m., except with the written permission of the Contracting Officer and pursuant to the requirements of the Police Requirements of the District.

D. EXISTING FEATURES—Subsurface and topographic information including borings data, utilities data and other physical data contained in the Contract or otherwise available, are

not intended as representations or warranties but are furnished as available information. The District assumes no expense or liability for the accuracy of, or interpretations made from, existing features. The Contractor shall be responsible for reasonable consideration of existing features above and below ground which may affect the project.

- E. UTILITIES AND VAULTS**—The Contractor shall take necessary measures to prevent interruption of service or damage to existing utilities within or adjacent to the project. It shall be the Contractor's responsibility to determine exact locations of all utilities in the field.

For any underground utility or vault encountered, the Contractor shall immediately notify the Contracting Officer and take necessary measures to protect the utility or vault and maintain the service until relocation by owner is accomplished. No additional payment will be made for the encountering of these obstructions.

In case of damage to utilities by the Contractor, either above or below ground, the Contractor shall restore such utilities to a condition equivalent to that which existed prior to the damage by repairing, rebuilding or otherwise restoring as may be directed, at the Contractor's sole expense. Damaged utilities shall be repaired by the Contractor or, when directed by the Contracting Officer, the utility owner will make needed repairs at the Contractor's expense.

No compensation, other than authorized time extensions, will be allowed the Contractor for protective measures, work interruptions, changes in construction sequence, changes in methods of handling excavation and drainage or changes in types of equipment used, made necessary by existing utilities, imprecise utility or vault information or by others performing work within or adjacent to the project.

- F. SITE MAINTENANCE**—The Contractor shall maintain the project site in a neat and presentable manner throughout the course of all operations, and shall be responsible for such maintenance until final acceptance by the District. Trash containers shall be furnished, maintained and emptied by the Contractor to the satisfaction of the Contracting Officer. Excavated earthwork, stripped forms and all other materials and debris not scheduled for reuse in the project shall be promptly removed from the site.

The Contracting Officer may order the Contractor to clean up the project site at any stage of work at no added expense to the District. If the Contractor fails to comply with this order, the Contracting Officer may require the work to be done by others and the costs will be charged to the Contractor.

Upon completion of all work and prior to final inspection, the Contractor shall clean up and remove from the project area and adjacent areas all excess materials, equipment, temporary structures, and refuse, and restore said areas to an acceptable condition.

- G. PRIVATE WORK**—Except as specifically authorized by the Contracting Officer, the Contractor shall not perform any private work abutting District projects with any labor, materials, tools, equipment, supplies or supervision scheduled for the Contract until all work under the Contract has been completed. Contract materials used for any unauthorized purpose shall be subtracted from Contract amount.

- H. DISTRICT OF COLUMBIA NOISE CONTROL ACT OF 1977**—The contractor shall be in strict compliance with D.C. Law 2-53, District of Columbia Noise Control Act of 1977 and all provisions thereof. Effective March 16, 1978. 24 D.C. Register 5293.

ARTICLE 17. OTHER CONTRACTS—The District may undertake or award other contracts for additional work and the Contractor shall fully cooperate with such other contractors and District employees and carefully coordinate his own work with such additional work as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by District employees. The District assumes no liability, other than authorized time extensions, for Contract delays and damages resulting from delays and lack of progress by others.

ARTICLE 18. PATENT INDEMNITY—Except as otherwise provided, the Contractor agrees to indemnify the District and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any Letters Patent of the United States (except Letters Patent issued upon an application which is now or may hereafter be, for reasons of national security, ordered by the Federal Government to be kept classified or otherwise withheld from issue) arising out of the performance of the Contract or out of the use or disposal, by or for the account of the District, of supplies furnished or construction work performed hereunder.

ARTICLE 19. ADDITIONAL BOND SECURITY—If any surety upon any bond furnished in connection with the Contract becomes unacceptable to the District, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by the District, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the District and of persons supplying labor or materials in the prosecution of the work contemplated by the Contract. Provided that upon the failure of the Contractor to furnish such additional security within ten (10) days after written notice so to do, all payments under the Contract will be withheld until such additional security is furnished.

ARTICLE 20. COVENANT AGAINST CONTINGENT FEES—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 District 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 such commission, percentage, brokerage or contingent fee.

ARTICLE 21. APPOINTMENT OF ATTORNEY—The Contractor does hereby irrevocably designate and appoint the Clerk of the Superior Court of the District of Columbia and his successors in office as the true and lawful attorney of the Contractor for the purpose of receiving service of all notices and processes issued by any court in the District, as well as service of all pleadings and other papers, in relation to any action or legal proceeding arising out of or pertaining to the Contract or the work required or performed hereunder.

The Contractor expressly agrees that the validity of any service upon the said Clerk as herein authorized shall not be affected either by the fact that the Contractor was personally within the District and otherwise subject to personal service at the time of such service upon the said Clerk or by the fact that the Contractor failed to receive a copy of such process, notice, pleading or other paper so served upon the said Clerk, provided that said Clerk shall have deposited in the United States mail, certified and postage prepaid, a copy of such process, notice, pleading or other papers addressed to the Contractor at the address stated in the Contract.

ARTICLE 22. DISTRICT EMPLOYEES NOT TO BENEFIT — Unless a determination is made as provided herein, no officer or employee of the District will be admitted to any share or part of this contract or to any benefit that may arise therefrom, and any contract made by the Contracting Officer or any District employee authorized to execute contracts in which they or an employee of the District will be personally interested shall be void, and no payment shall be made thereon by the District or any officer thereof, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. A District employee shall not be a party to a contract with the District and will not knowingly cause or allow a business concern or other organization owned or substantially owned or controlled by the employee to be a party to such a contract, unless a written determination has been made by the head of the procuring agency that there is a compelling reason for contracting with the employee, such as when the District's needs cannot reasonably otherwise be met. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code, section 2-310.01, and Chapter 18 of the DC Personnel Regulations) The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

ARTICLE 23. WAIVER—No waiver of any breach of any provision of the Contract shall operate as a waiver of such provision or of the Contract or as a waiver of subsequent or other breaches of the same or any other provision of the Contract; nor shall any action or non-action by the Contracting Officer or by the Mayor be construed as a waiver of any provision of the Contract or of any breach thereof unless the same has been expressly declared or recognized as a waiver by the Contracting Officer or the Mayor in writing.

ARTICLE 24. BUY AMERICAN

- A. AGREEMENT**—In accordance with the Buy American Act (41 USC 10a-10d), and Executive Order 10582, December 17, 1954 (3 CFR, 1954-58 Comp., p. 230), as amended by Executive Order 11051, September 27, 1962 (3 CFR, 1059-63 Comp., p. 635), the Contractor agrees that only domestic construction material will be used by the Contractor, subcontractors, material men and suppliers in the performance of the Contract, except for non-domestic material listed in the Contract.
- B. DOMESTIC CONSTRUCTION MATERIAL**—"Construction material" means any article, material or supply brought to the construction site for incorporation in the building or work. An unmanufactured construction material is a "domestic construction material" if it has been mined or produced in the United States. A manufactured construction material is a "domestic construction material" if it has been manufactured in the United States and if the cost of its components which have been mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. "Component" means any article, material, or supply directly incorporated in a construction material. -
- C. DOMESTIC COMPONENT**—A component shall be considered to have been "mined, produced, or manufactured in the United States" regardless of its source, in fact, if the article, material or supply in which it is incorporated was manufactured in the United States and the component is of a class or kind determined by the District to be not mined, produced or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality.
- D. FOREIGN MATERIAL** – When steel materials are used in a project a minimal use of foreign steel is permitted. The cost of such materials can not exceed on-tenth of one percent of the total project cost, or \$2,500,000, whichever is greater.

ARTICLE 25. TAXES

- A. FEDERAL EXCISE**—Materials, supplies and equipment are not subject to the Federal Manufacturer's Excise Tax, if they are furnished or used in connection with the Contract provided that title to such materials, supplies and equipment passes to the District under the Contract. The Contractor shall in such cases furnish his subcontractors and suppliers with a purchaser's certificate in the form prescribed by the U.S. Internal Revenue Service.
- B. SALES AND USE TAXES**—Materials which are physically incorporated as a permanent part of real property are not subject to District of Columbia Sales and Use Tax. The Contractor shall, when purchasing such materials, furnish his suppliers with a Contractor's Exempt Purchase Certificate in the form prescribed in the Sales and Use Tax Regulations of the District of Columbia. Where the Contractor, subcontractor or material man has already paid the Sales and Use Tax on material, as prescribed above, the Sales and Use Tax Regulations of the District of Columbia permit the Contractor, subcontractor or material man to deduct the sales or use tax on the purchase price of the same on his next monthly return as an adjustment. However, the Contractor, subcontractor or material man must satisfy the Chief Financial Officer for the District of Columbia that no sum in reimbursement of such tax was included in the Contract or else that the District has received a credit under the Contract in an amount equal to such tax.

District of Columbia Sales and Use Tax shall be paid on any material and supplies, including equipment rentals, which do not become a physical part of the finished project. (See District of Columbia Sales and Use Tax Administration Ruling No. 6).

The Contractor, subcontractor, or material supplier shall provide proof of compliance with the provisions of D.C. Law 9-260, as amended, codified in D.C. Code 46-103, Employer Contributions, prior to award.

Material and supplies required under contracts relating to Glenn Dale Hospital, Glenn Dale, Maryland, and Children's Center, Laurel, Maryland, are subject to the Maryland State Sales and Use Tax, effective July 1, 1968. BIDDERS SHALL INCLUDE SUCH TAX IN THEIR BIDS. Contracts relating to Department of Corrections, Lorton, Virginia, are subject to the Virginia Retail Sales and Use Tax, effective September 1, 1966, when incorporated in public works contracts of the District. BIDDERS SHALL INCLUDE SUCH TAX IN THEIR BIDS.

The Contractor, subcontractor, or material supplier shall provide proof of compliance with the applicable tax filing and licensing requirements set forth in D.C. Code, Title 47, Taxation and Fiscal Affairs, prior to contract award.

ARTICLE 26. SUSPENSION OF WORK—The Contracting Officer may order the Contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the District.

If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed or interrupted by an act of the Contracting Officer in the administration of the Contract, or by his failure to act within the time specified in the Contract (or if no time is specified, within a reasonable time), an adjustment will be made for an increase in the cost of performance of the Contract (excluding profit) necessarily caused by such unreasonable suspension, delay or interruption and the Contract modified in writing accordingly. However, no adjustment will be made under this Article for any suspension, delay or interruption to the extent:

1. That performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the contractor, or
2. For which an equitable adjustment is provided or excluded under any other provision of the Contract.

No claim under this Article shall be allowed:

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

ARTICLE 27. SAFETY PROGRAM

A. GENERAL—In order to provide safety controls for the protection of the life and health of District and Contract employees and the general public; prevention of damage to property, materials, supplies, and equipment; and for avoidance of work interruptions in the performance of the Contract, the Contractor shall comply with all applicable Federal and local laws governing safety, health and sanitation including the Safety Standards, Rules and Regulations issued by the American National Standards, U. S. Department of Labor, U. S. Department of Health and Human Services, D. C. Minimum Wage and Industrial Safety Board and the latest edition of "Manual of Uniform Traffic Control Devices" issued by the Federal Highway Administration.

The Contractor shall also take or cause to be taken such additional safety measures as the Contracting Officer may determine to be reasonably necessary.

The Contractor shall designate one person to be responsible for carrying out the Contractor's obligation under this Article.

The Contractor shall maintain an accurate record of all accidents resulting in death, injury, occupational disease, and/or damage to property, materials, supplies, and equipment incident to work performed under the Contract. Copies of these reports shall be furnished to the Contracting Officer within two working days after occurrence.

The Contracting Officer will notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

This Article is applicable to all subcontractors used under the Contract and compliance with these provisions by the subcontractors will be the responsibility of the Contractor.

(In Contracts involving work of short duration or of non-hazardous character, the following Section B. will be deleted by Special Provision)

B. CONTRACTOR'S PROGRAM SUBMISSION—Prior to commencement of the work, the Contractor shall:

1. Submit in writing to the Contracting Officer for his approval his program for complying with this Article for accident prevention.
2. Meet with the Contracting Officer's Safety Representative after submission of the above program to develop a mutual understanding relative to the administration of the overall safety program.

ARTICLE 28. RETENTION OF RECORDS—Unless otherwise provided in the Contract, or by applicable statute, the Contractor, from the effective date of Contract completion and for a period of three years after final settlement under the Contract, shall preserve and make available to the District at all reasonable times at the office of the Contractor but without direct charge to the District, all his books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under the Contract.

**LABOR PROVISIONS
(Construction Contract)**

ARTICLE 1. DAVIS-BACON ACT (40 USC 276a-276a 7) —Each Contractor and subcontractor at any tier contracting for any part of Contract work in excess of \$2,000 for construction alteration, and/or repair, including painting and decorating of public buildings and public works and which requires or involves the employment of mechanics and/or laborers shall be subject to the Davis-Bacon Act provisions as follows:

A. MINIMUM WAGES—

1. All mechanics and laborers employed or working upon the site of the work or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the United States Department of Labor, hereinafter referred to as the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such Laborers and mechanics; and the wage determination decision shall be posted by the contractor at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or costs reasonably anticipated under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv). Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.
2. The contracting officer shall require that any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination and a report of the action taken shall be sent by the Contracting Officer to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics, including apprentices and trainees, to be used, the question accompanied by the recommendation of the Contracting Officer shall be referred to the Secretary for final determination.
3. The Contracting Officer shall require, whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Contracting Officer, shall be referred to the Secretary of Labor for determination.
4. If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this contract: Provided, however, The Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the

contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

B. WITHHOLDING.—The Contracting Officer may withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices and trainees, employed by the contractor or any subcontractor on the work the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice or trainee, employed or working on the site of the work or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project, all or part of the wages required by the contract, the District may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

C. PAYROLLS AND BASIC RECORDS. —

1. Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work, or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project. Such records will contain the name and address of each such employee, his correct classification, rates of pay. (including rates of contributions or costs anticipated of the types described in section I(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1) (iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing, to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
2. The contractor will submit weekly a copy of all payrolls to the Contracting Officer if the agency is a party to the contract, but if the agency is not such a party the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Contracting Officer. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work he performed. A submission of a "Weekly Statement of Compliance" which is required under this contract and the Copeland regulations of the Secretary of Labor (29 CFR, Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under 29 CFR 5.5(a)(1)(iv) shall satisfy this requirement. The prime contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The contractor will make the records required under the labor standards clauses of the contract available for inspection by authorized representatives of the District and the Department of Labor, and will permit such representatives to interview employees during working hours on the job. Contractors employing apprentices or trainees under approved programs shall include a notation on the first weekly certified payrolls submitted to the Contracting Officer that their employment is pursuant to an approved program and shall identify the program.

ARTICLE 2. CONVICT LABOR (18 USC 438)—Convict labor shall not be used on Contract work unless otherwise provided by law.

ARTICLE 3. APPRENTICES AND TRAINEES

- A. APPRENTICES**—Apprentices shall be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with the Apprenticeship Council, D.C. Department of Labor. The allowance ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor a to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in Section B. of this Article or is not registered as above, shall be paid the wage rate determined by the Secretary of Labor or the classifications of work he actually performed. The Contractor and Subcontractor shall furnish to the Contracting Officer written evidence of the registration of his appropriate ratios and wage rates for the areas of construction, prior to using any apprentice on the Contract.
- B. TRAINEES**—Trainees will be permitted to work as such when they are bona fide trainees employed pursuant to a program approved by the Contracting Officer and Apprenticeship Council, D.C. Department of Labor.
- C. REQUIREMENTS**—The Contractor agrees to hire for the performance of the Contract a number of apprentices or trainees or both, in each occupation, which bears to the average number of the journeymen in that occupation to be employed in the performance of the Contract the applicable ratios as determined by the Apprenticeship Council, O. C. Department of Labor.
1. The Contractor shall assure that 25 percent of such apprentices or trainees in each occupation are in their first year of training, when feasible. Feasibility here involves a consideration of:
 - a. The availability of training opportunities for first year apprentices;
 - b. The hazardous nature of the work for beginning workers;
 - c. Excessive unemployment of apprentices in their second and subsequent years of training.
 2. The Contractor shall maintain records of employment, by trade, of the number of apprentices and trainees, apprentices and trainees by first year of training, and of journeymen, and the wages paid and hours of work of such apprentices, trainees and journeymen. The Contractor shall make these records available for inspection upon request of the Contracting Officer and the Apprenticeship Council, O. C. Department of Labor.
 3. The Contractor who claims compliance based on the criterion stated in 29 CFR5.a. agrees to maintain records of employment as described in 29 CFR5.a..3(a)(2) on non-governmental and non-governmentally assisted construction work done during the performance of the Contract in the same labor market area. The Contractor shall make these records available for inspection upon request of the Contracting Officer and the Apprenticeship Council, D. C. Department of Labor.
 4. The Contractor agrees to supply one copy of the written notices as required in accordance with 29 CFR. 5.a.4(c) at the request of the Contracting Officer. The Contractor shall supply at 3 month intervals during performance of the Contract and after completion of the Contract performance a statement containing a breakdown by craft of hours worked and wages paid for first year apprentices and trainees, other apprentices and trainees, and journeymen. Two copies of the statement shall be submitted to the Contracting Officer, who will submit a copy to the Apprenticeship Council, D. C. Department of Labor.

5. Section 5, D. C. Law 2—156, ACJ 2—325, dated December 29, 1978, is hereby incorporated as part of this Amendment as follows:

“All prime contractors and subcontractors who contract with the District of Columbia Government to perform construction or renovation work with a single contract or cumulative contracts of at least \$500,000, let within a twelve (12) month period, shall be required to register an apprentice.—ship program with the District of Columbia Apprenticeship Council.” 25 D.C. Register 6991.

ARTICLE 4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 USC 327- 330)

- A. OVERTIME BASIS**—Each Contractor and subcontractor at any tier contracting for any part of Contract work which may require or involve the employment of laborers, mechanics, watchmen or guards, apprentices or trainees shall not require or permit any laborer, mechanic, watchman or guard, apprentice or trainee in any workweek in which he is employed on such work, to work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such workweek unless such laborer, mechanic, watchman or guard, apprentice or trainee receives compensation at a rate not less than one and one—half times his basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such workweek, as the case may be.
- B. LIABILITY FOR UNPAID WAGES**—In the event of violation of the provisions of Section A, the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the District for Liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman or guard, apprentice or trainee employed in violation of any provision of Section A, in the amount of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight (8) hours or in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by Section A.

The Contracting Officer may withhold or cause to be withheld from the Contractor such sums as administratively determined to satisfy any liability of the Contractor and subcontractors for unpaid wages and liquidated damages as herein provided. In the event of failure to pay any laborer, mechanic, watchman, or guard, apprentice or trainee employed or working on the work site, all or part of the wages required by the Contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds until such violations have ceased.

- C. DISPUTES**—Any Contractor or subcontractor aggrieved by the withholding of a sum as liquidated damages as provided shall have the right, within sixty (60) days thereafter, to appeal to the Contracting Officer in the case of liquidated damages withheld for the use and benefit of the District. The Contracting Officer shall have authority to review the administrative determination of liquidated damages and to issue a final order affirming such determination; or if it is found that the sum determined is incorrect or that the Contractor or subcontractor violated these Labor Provisions inadvertently notwithstanding the exercise of due care on his part and that of his agents, recommendations may be made to the Secretary of Labor that an appropriate adjustment in liquidated damages be made, or that the Contractor or subcontractor be relieved of liability for such liquidated damages. The Secretary will review all pertinent facts in the matter and may conduct such investigation as he deems necessary so as to affirm or reject the recommendation. The decision of the Secretary shall be final. In all such cases in which a Contractor or subcontractor may be aggrieved by a final order for the withholding of liquidated damages as herein before provided, the Contractor or subcontractor may, within sixty (60) days after such final order, file a claim per Article 7 of the General Provisions, provided, however, that final orders of the Contracting Officer or the Secretary of Labor as the case may be, shall be conclusive with respect to findings of fact if such findings are supported by substantial evidence.

- D. VIOLATION PENALTY**—If the Contractor or subcontractor who employs, directs & controls any laborer or mechanic employed in the performance of any work contemplated by the Contract, shall intentionally violate any provision herein, he shall be deemed guilty of a misdemeanor, and for each and every such offense shall, upon conviction, be punished by a fine of not to exceed \$1,000 or by imprisonment for not more than six (6) months, or by both such fine and imprisonment, in the discretion of the court having jurisdiction thereof (Section 106 Title 1, P.L. 87—851, 40 USC Sec. 332, 76 Stat. 359).
- E. HEALTH AND SAFETY STANDARDS**—It is a condition of the Contract, and shall be made a condition of each subcontract under the Contract, that the Contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the Contract to work in surroundings or wider working condition which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards per 29 CFR Part 1518.

The Secretary of Labor is authorized to make such inspections, hold such hearings, issue such orders, and make such decisions based on findings of fact, as are deemed necessary to gain compliance with this Section and any health and safety standard promulgated by the Secretary. In the event that the Secretary of Labor determines non-compliance under the provisions of this Section after an opportunity for an adjudicatory hearing by the Secretary of any condition of the Contract, the District shall have the right to cancel the Contract, and to enter into other contracts for the completion of the Contract work, charging any additional cost to the Contractor.

ARTICLE 5. COPELAND ACT (18 USC 874, and 40 USC 276c) - Each Contractor and subcontractor at any tier contracting for any part of Contract work in excess of \$2,000.00 shall be subject to the Copeland Act provisions as follow:

- A. DEFINITION**—As used in this Article, the term “employee” shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.
- B. WEEKLY COMPLIANCE STATEMENT**—The Contractor and each subcontractor engaged in the construction, prosecution, completion or repair of any public building or public work shall furnish each week a statement with respect to the wages paid each of his employees engaged on work covered by these Labor Provisions during the preceding weekly payroll period. The statement shall be executed by the Contractor or subcontractor, or by an authorized officer or employee of the Contractor or subcontractor, who supervises the payment of wages, and shall be on the form attached at the end of these Labor Provisions and entitled “Weekly Statement of Compliance” (Form No. DC 2640-11).

Each weekly statement required shall be delivered by the Contractor or subcontractor, within seven (7) days after regular payment date of the payroll period, to a representative of the Contracting Officer in charge at the site of the building or work. After each examination and check as may be made, such statement, or copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the US. Department of Labor.

Upon a written finding by the Contracting Officer, the Secretary of Labor may provide reasonable limitations, variations, tolerances and exemptions from the requirements of this Section subject to such conditions as the Secretary of Labor may specify.

- C. PAYROLLS AND RECORDS**—The Contractor and each subcontractor shall preserve his weekly payroll records for a period of three (3) years from date of completion of the Contract. The payroll records shall set out accurately and completely the name, address and Social Security Number of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the Contracting Officer, and by authorized representatives of the U.S. Department of Labor.

D. PAYROLL DEDUCTIONS NOT SUBJECT TO SECRETARY OF LABOR APPROVAL—

Deductions made under the circumstances or in the situations described in paragraphs of this Section may be made without application to and approval at the Secretary of Labor:

1. Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.
2. Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.
3. Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the Contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.
4. Any deduction constituting a contribution on behalf of the person employed to funds established by the employer, or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities or retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, that the following standards are met:
 - a. The deduction is not otherwise prohibited by law;
 - b. it is either voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or provided for in a bona fide collective bargaining agreement between the Contractor or subcontractor and representatives of his employees;
 - c. No profit or other benefit is otherwise obtained, directly or indirectly, by the Contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and
 - d. The deductions - shall serve the convenience and interest of the employee.
5. Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.
6. Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal, State and District credit union statutes.
7. Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.
8. Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

9. Any deduction to pay regular union initiation fees and membership dues, not including fines or special assessments; provided, however, that a collective bargaining agreement between the Contractor or subcontractor and representatives of his employees provides for such deductions and the deductions are not otherwise prohibited by law.

10. Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of Section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of said title. When such a deduction is made the additional records required under 516.25(a) of this title shall be kept.

E. PAYROLL DEDUCTIONS SUBJECT TO SECRETARY OF LABOR APPROVAL—The Contractor and any subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Section D. The Secretary may grant permission whenever he finds that:

1. The Contractor, subcontractor or any affiliated person does not make a profit or benefit directly from the deduction, either in the form of a commission, dividend or otherwise;
2. The deduction, is not otherwise prohibited by law;
3. The deduction is either:
 - a. voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or
 - b. provided for in a bona fide collective bargaining agreement between the Contractor or subcontractor and representatives of its employees; and
4. The deduction services the convenience and interest of the employee.

F. APPLICATIONS FOR SECRETARY OF LABOR APPROVAL—Any application for the making of payroll deductions under Section E. shall comply with the requirements prescribed in Paragraphs 1 through 5:

1. The application shall be in writing and shall be addressed to the Secretary of Labor.
2. The application shall identify the Contract under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.
3. The application shall state affirmatively that there is compliance with the standards set forth in Section B. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.
4. The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages proposed deduction would be made.
5. The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

G. ACTION BY SECRETARY OF LABOR UPON APPLICATIONS—The Secretary will decide whether or not the requested deduction is permissible under provisions of Section B, and shall notify the applicant in writing of his decision.

H. PROHIBITED PAYROLL DEDUCTIONS—Deductions not elsewhere stipulated and which are not found to be permissible under Section B are prohibited.

- I. METHODS OF PAYMENT OF WAGES**—The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible. No other methods of payment shall be recognized on work subject to the Copeland Act.

ARTICLE 6. RESERVED

ARTICLE 7. NONSEGREGATED FACILITIES—The Contractor certifies that he does not and will not maintain or provide for his employees any segregated facility at any of his establishments; that he does not and will not permit his employees to perform their services at any location under his control where segregated facilities are maintained; and that he will obtain and retain identical certifications from proposed subcontractors prior to award or subcontracts.

“Segregated facilities” shall mean any waiting room, work area, wash and rest rooms, restaurant and other eating area, time clock, locker room and other storage or dressing area, parking lot, drinking fountain, recreation or entertainment area, transportation and housing facility, provided for employees which is segregated by explicit directive or is segregated on the basis of race, color, age, sex, religion or national origin, because of habit, local custom or otherwise. Penalty for violation or making false statements is prescribed in 18 USC 1001.

**DISTRICT OF COLUMBIA
WEEKLY STATEMENT OF COMPLIANCE
(Construction)**

Project No. Invitation No.	Contract No.	Date
WAGES AND HOURS		
	Total This Period	Total To Date
Straight Time Hours Worked		
Overtime Hours Worked		
Overtime and Straight Time Hours Combined		
Wages Earned		

I, _____, _____
(Name of signatory party) (Title)

do hereby state

(1) That I pay or supervise the payment of the persons employed by _____
(Contractor or Subcontractor) on the _____ (Building or Work)
 that during the payroll period commencing on the _____ day of _____,
 19____, and ending on the _____ day of _____, 19____, all persons
 employed on said project have been paid full weekly wages earned, that no rebates have been or will
 be made either directly or indirectly to or on behalf of said _____
(Contractor or Subcontractor)
 from the full weekly wages earned by any person and that no deductions have been made either di-
 rectly or indirectly from the full wages earned by any person, other than permissible deductions as
 defined in 29 CFR Part 3 issued by the Secretary of Labor under the Copeland Act as amended (48
 Stat. 948; 63 Stat. 108; 72 Stat. 967; 76 Stat. 537; 40 USC 278c), and described below:

- (2) That any payroll otherwise under the Contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the Contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.
- (3) That any apprentice employed in the above period is duly registered in a bona fide apprenticeship program registered with the Bureau of Apprenticeship Training, U.S. Department of Labor.

NOTE—Fringe Benefits Statement and Signature Block are on reverse.

Form No. DC 2540-11

ATTACHMENT J.1.5

**DAVIS-BACON WAGE DETERMINATION
GENERAL DECISION NUMBER: DC080004 02/05/2010 DC4**

General Decision Number: DC080004 02/05/2010 DC4

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

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

Modification Number	Publication Date
0	06/12/2009
1	06/19/2009
2	06/26/2009
3	07/03/2009
4	07/10/2009
5	07/31/2009
6	08/14/2009
7	09/18/2009
8	10/02/2009
9	11/20/2009
10	01/08/2010
11	02/05/2010

ASBE0024-007 10/01/2008

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 29.18	14.18

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

ASBE0024-008 10/01/2008

	Rates	Fringes
ASBESTOS WORKER: HAZARDOUS MATERIAL HANDLER (REMOVAL FROM MECHANICAL SYSTEMS, WHICH WILL NOT BE REPLACED OR SCRAPPED).....	\$ 17.85	6.60

BRDC0001-002 05/04/2009

	Rates	Fringes
BRICKLAYER.....	\$ 26.31	7.11

CARP0132-008 05/01/2009

	Rates	Fringes
CARPENTER, Including Drywall Hanging, Formsetting and Carpet/Soft Floor Laying.....	\$ 26.38	7.00

PILEDRIVERMAN.....\$ 24.48 7.70

 CARP1831-002 04/01/2009

Rates Fringes

MILLWRIGHT.....\$ 29.39 6.55

 ELEC0026-016 06/01/2009

Rates Fringes

ELECTRICIAN, Including HVAC
 Temperature Control
 Installation.....\$ 37.60 12.28+a

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

 ELEC0026-017 09/01/2008

Rates Fringes

ELECTRICIAN: COMMUNICATION
 TECHNICIAN.....\$ 24.25 3%+6.87

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

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

 ELEV0010-001 01/01/2010

Rates Fringes

ELEVATOR MECHANIC.....\$ 37.30 20.035+a+b

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

b. VACATIONS: Employer contributes 8% of basic hourly rate

for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

IRON0005-005 06/01/2009

	Rates	Fringes
IRONWORKER, ORNAMENTAL AND STRUCTURAL.....	\$ 28.83	13.295

IRON0201-006 05/01/2009

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 25.20	14.33

LABO0657-015 06/01/2009

	Rates	Fringes
LABORER: Skilled.....	\$ 20.22	5.25

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

MARB0002-004 05/01/2009

	Rates	Fringes
MARBLE/STONE MASON.....	\$ 32.63	12.99

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

MARB0003-006 05/01/2009

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 26.04	9.09

MARB0003-007 05/01/2009

	Rates	Fringes
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TERRAZZO FINISHER.....	\$ 20.48	8.19

MARB0003-008 05/01/2009		
	Rates	Fringes
TILE SETTER.....	\$ 25.29	9.09

MARB0003-009 05/01/2009		
	Rates	Fringes
TILE FINISHER.....	\$ 20.48	8.19

PAIN0051-014 06/01/2008		
	Rates	Fringes
GLAZIER		
Contracts \$2 million and		
under.....	\$ 25.12	7.46
Contracts over \$2 million...	\$ 27.84	7.46

PAIN0051-015 06/01/2009		
	Rates	Fringes
PAINTER		
Brush, Roller, Spray and		
Drywall Finisher.....	\$ 24.64	7.86

PLAS0891-005 07/01/2009		
	Rates	Fringes
PLASTERER.....	\$ 27.00	5.82

PLAS0891-006 05/01/2008		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 27.15	6.47

PLAS0891-007 07/01/2008		
	Rates	Fringes
FIREPROOFER		
Handler.....	\$ 11.50	3.93
Mixer/Pump.....	\$ 14.00	3.93
Sprayer.....	\$ 19.00	3.93

Spraying of all Fireproofing materials. Hand application of Fireproofing materials. This includes wet or dry, hard or soft. Intumescent fireproofing and refraction work, including, but not limited to, all steel beams, columns, metal decks, vessels, floors, roofs, where ever fireproofing is required. Plus any installation of thermal and acoustical insulation. All that encompasses setting up

for Fireproofing, and taken down. Removal of fireproofing materials and protection. Mixing of all materials either by hand or machine following manufactures standards.

PLUM0005-008 08/01/2009

	Rates	Fringes
PLUMBER		
Apartment Buildings over 4 stories (except hotels).....	\$ 22.66	9.36+a
ALL Other Work.....	\$ 37.67	14.69+a

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

PLUM0602-008 08/01/2009

	Rates	Fringes
PIPEFITTER, Including HVAC		
Pipe Installation.....	\$ 36.87	15.47+a

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

ROOF0030-016 05/01/2009

	Rates	Fringes
ROOFER.....	\$ 25.80	8.26

SFDC0669-002 01/01/2010

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 30.45	16.35

* SHEE0100-015 01/01/2010

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 34.04	12.76

SUDC2009-003 05/19/2009

	Rates	Fringes
LABORER: Common or General.....	\$ 13.04	2.80
LABORER: Mason Tender - Cement/Concrete.....	\$ 15.40	2.85

LABORER: Mason Tender for

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

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

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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

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

--
WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

ATTACHMENT J.1.6

LIVING WAGE ACT NOTICE & FACT SHEET

“THE LIVING WAGE ACT OF 2006”

Title I, D.C. Law No. 16-118, (D.C. Official Code §§ 2-220.01-11)

Effective June 9, 2006, recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage.

Effective January 1, 2008, the living wage rate is \$12.10 per hour.

The requirement to pay a living wage applies to:

- All recipients of contracts in the amount of \$100,000 or more; and, all subcontractors of these recipients receiving \$15,000 or more from the funds received by the recipient from the District of Columbia, and,
- All recipients of government assistance in the amount of \$100,000 or more; and, all subcontractors of these recipients of government assistance receiving \$50,000 or more in funds from government assistance received from the District of Columbia.

“Contract” means a written agreement between a recipient and the District government.

“Government assistance” means a grant, loan or tax increment financing that result in a financial benefit from an agency, commission, instrumentality, or other entity of the District government.

“Affiliated employee” means any individual employed by a recipient who received compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the contract or government assistance or who are otherwise employed by the contractor, recipient or subcontractor.

Certain exceptions may apply where contracts or agreements are subject to wage determinations required by federal law which are higher than the wage required by this Act; contracts for electricity, telephone, water, sewer other services delivered by regulated utility; contracts for services needed immediately to prevent or respond to a disaster or eminent threat to the public health or safety declared by the Mayor; contracts awarded to recipients that provide trainees with additional services provided the trainee does not replace employees; tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; Medicaid provider agreements for direct care services to Medicaid recipients, provided that the direct care service is not provided through a home care agency, a community residential facility or a group home for mentally retarded persons; and contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Exemptions are provided for employees under 22 years of age employed during a school vacation period, or enrolled as a full-time student who works less than 25 hours per week, provided that other employees are not replaced, and for employees of nonprofit organizations that employ not more than 50 individuals.

Each recipient and subcontractor of a recipient shall provide this notice to each affiliate employee covered by this notice, and shall also post this notice concerning these requirements in a conspicuous site in the place of business.

All recipients and subcontractors shall retain payroll records created and maintained in the regular course of business under District of Columbia law for a period of at least 3 years.

This is a summary of the “Living Wage Act of 2006”. For the complete text go to:

www.does.dc.gov or www.ocp.dc.gov

To file a complaint contact: Department of Employment Services

Office of Wage-Hour

64 New York Avenue, N.E., Room 3105, Washington, D.C. 20002

(202) 671-1880



LIVING WAGE ACT FACT SHEET

The “Living Wage Act of 2006,” Title I of D.C. Law 16-18, (D.C. Official Code §§2-220.01-.11) became effective June 9, 2006. It provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing) in the amount of \$100,000 or more shall pay affiliated employees wages no less than the current living wage rate.

Effective January 1, 2008, the living wage rate is \$12.10 per hour.

Subcontractors of D.C. government contractors who receive \$15,000 or more from the contract and subcontractors of the recipients of government assistance who receive \$50,000 or more from the assistance are also required to pay their affiliated employees no less than the current living wage rate.

“Affiliated employee” means any individual employed by a recipient who receives compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or a contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the government assistance or contract, or who are otherwise employed by the contractor, recipient or subcontractor.

Exemptions – The following contracts and agreements are exempt from the Living Wage Act:

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District’s current living wage, the contractor must pay the higher of the two rates);
2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current living wage;
3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
4. Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services, provided that the trainees do not replace employees subject to the Living Wage Act;

6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act;
7. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District of Columbia;
8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to Section 501 (c) (3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26. U.S.C. §501(c)(3));
9. Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code §44-501); and
10. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Enforcement

The Department of Employment Services (DOES) and the D.C. Office of Contracting and Procurement (OCP) share monitoring responsibilities.

If you learn that a contractor subject to this law is not paying at least the current living wage you should report it to the Contracting Officer.

If you believe that your employer is subject to this law and is not paying you at least the current living wage, you may file a complaint with the DOES Office of Wage – Hour, located at 64 New York Ave., NE, Room 3105, (202) 671-1880.

For questions and additional information, contact the Office of Contracting and Procurement at (202) 727-0252 or the Department of Employment Services on (202) 671-1880.

Please note: *This fact sheet is for informational purposes only as required by Section 106 of the Living Wage Act. It should not be relied on as a definitive statement of the Living Wage Act or any regulations adopted pursuant to the law.*

ATTACHMENT J.1.7

CONSTRUCTION CONTRACTOR'S PERFORMANCE EVALUATION GUIDELINES

CONSTRUCTION CONTRACTOR PERFORMANCE EVALUATION GUIDELINES

1. INTRODUCTION

*[Adapted from the Commonwealth of Pennsylvania Department of General Services...
Review Draft: June 14, 2005]*

DEFINITIONS

The term "Contractor" means the Construction General Contractor.

The term "Administrator" means the Administrator of Construction in the Office of Property Management's (OPM) Construction Division.

The term "Deputy Director" means the Deputy Director of Construction in the Office of Property Management's Construction Division.

The term "Project Manager" means the Individual assigned to manage the Project by the Office of Property Management's Construction Division.

The term "Client" means the District agency for which the Office of Property Management is managing the Project.

The term "Project" means an Office of Property Management managed construction project.

The term "Representatives" means OPM's third party professionals, such as architects and engineers.

The acronym "QA/QC" means Quality Assurance/Quality Control.

The acronym "SOV" means Schedule of Values.

The Contractor Performance Evaluation System has been developed to evaluate the performance of contractors on current construction projects. This system makes it possible for the Office of Property Management to review the Contractor's performance on OPM managed construction projects.

OPM will conduct construction contractor performance evaluations for all construction projects managed by OPM regardless of the method of procurement.

2. SCHEDULE OF EVALUATION

(A) OPM will evaluate a Contractor's performance during the course of each Project. The minimum frequency of evaluations will be based on the percent of physical work completed, as shown in the following table:

MINIMUM FREQUENCIES OF PERFORMANCE EVALUATIONS	
Contract Duration	Evaluation Frequency
Up to 4 months	One: at final completion
Between 4 to 12 months	Two: at 50% and final completion
Beyond 12 months	Five: at 15%, 30%, 50%, 75% and final completion

(B) In addition to the above, OPM reserves the right to evaluate a Contractor's performance at any time during a Project provided that no less than thirty (30) calendar days has elapsed since the last performance evaluation.

3. PERFORMANCE EVALUATION

The OPM Project Manager (PM) will be responsible for ensuring that the Contractor Performance Evaluation Form (Exhibit A) is completed and submitted to the Administrator in accordance with the above Section 2. The Contractor Performance Evaluation Form consists of two parts: Part 1 Summary Report, and Part 2 OPM Project Manager Report. Upon completing Part 2, the PM will complete Part 1 Summary Report and calculate the Contractor's overall performance rating for the project to-date. The PM will be responsible for completing and submitting its evaluation to the OPM Senior Project Manager (Senior PM) within 5 business days of Contractor's completion of an evaluation milestone as set forth in the table in Section 2(A) above, and additionally will be responsible for completing and submitting its evaluation to the Senior PM at such other times as OPM deems appropriate, in its sole discretion, in accordance with Section 2(B) above.

The Senior PM will be responsible for submitting the completed Contractor Performance Evaluation Form to the Administrator for review approval. The Administrator will review the Contractor Performance Evaluation Form to ensure that ratings are fair, consistent, and accurate based on the underlying facts and supporting documentation.

Upon approval, the Administrator will forward the Contractor Performance Evaluation Form to the Deputy Director for approval and signature. The final evaluation form will be sent to the Contractor per Section 6 of these guidelines.

4. EVALUATION CRITERIA

As identified on the Contractor Performance Evaluation Form, the evaluation criteria and sub-factors of each criteria are:

QUALITY OF WORK

- o Quality of Workmanship
- o Quality of Subcontractors' Work
- o Compliance with Plans and Specifications
- o Adequacy of the QA/QC Plan
- o Adequacy of the QA/QC Testing
- o Implementation of the QA/QC Plan

- o Quality of QA/QC Documentation
- o Storage of Materials
- o Adequacy of Materials
- o Use of Specified Materials
- o Quality of Submittals
- o Timely Correction of Deficient Work

COST CONTROL

- o Practices Change Order Avoidance and Minimization
- o Change Order Documentation
- o Change Order Pricing (based on the percentage calculated by dividing the total value of the change orders since the last evaluation by the total Project Budget applicable to the same period, the rating for this sub-factor shall be:
 $\leq 3\% = 100, \leq 10\% = 90, \leq 15\% = 80, \leq 20\% = 70, \geq 20\% = 60$)
- o Timely Performs Change Order Work
- o Subcontractor Change Order Review and Approval

SCHEDULE/TIME MANAGEMENT

- o Adequacy of Initial Project Schedule
- o Adherence to Approved Schedule
- o Schedule Update Timeliness and Accuracy (Monthly)
- o Timely Submittal of and Adherence to Recovery Schedule (If Applicable)
- o Timely Notification of Conditions Impacting Schedule (such as, inspectors, material lead times, coordination with other city agencies)
- o Timely Submission of Shop Drawings
- o Timely Payments to Subcontractors and Vendors
- o Timely Conducting of all Inspections, including, for example, inspections for permits (materials, mechanical systems, close-out, etc.)

MANAGEMENT

- o Cooperation/Responsiveness with OPM Project Staff, Client and Representatives
- o Coordination with Other Primes
- o Coordination and Control of Subcontractors
- o Professional Conduct
- o Management of Personnel/Resources
- o Adequate Amount of Workforce, Materials and Equipment to Meet Schedule
- o Job-site Supervision
- o Adequacy of Daily Work Log
- o Review/Resolution of Subcontractor's Issues
- o Compliance with Laws, Regulations, Permits, Inspections, Testing
- o Housekeeping (i.e. cleanliness of job site, trailer, etc.)
- o Invoices adhere to approved S.O.V./% Complete

LABOR STANDARDS

- o Prompt Correction of Deficiencies
- o Certified Payrolls Properly Completed and Submitted
- o Compliance with Labor Laws
- o Compliance with Prevailing Wage Laws

- o Trained and Skilled Workforce

SAFETY STANDARDS

- o Adequacy of Safety Plan
- o Implementation of Safety Plan
- o Minimizes Job-site Accidents
- o On-site Safety Maintenance
- o Compliance with Worker Exposure Requirements
- o Compliance with Drug/Alcohol Abuse Requirements
- o Adequacy of Regulatory Compliance Documentation

CLOSE-OUT

- o Prompt Submission and Quality Completion of Punch List
- o Prompt Submission and Quality Completion of As-built Drawings, O&M Manuals, Warranties, etc.
- o Adequacy of User Training
- o Supports Building Commissioning
- o Demobilization and Site Clean-up

5. PERFORMANCE EVALUATION RATING SYSTEM

In evaluating and rating each criteria and subfactor on the Contractor Performance Evaluation Form, the evaluator will use the following rating systems. The ratings reflect the District's satisfaction with the Contractor's performance of the requirements of the Project from the date of the last evaluation (or from Project commencement if it is a first Project evaluation) to the date of the current evaluation).

Excellent (100)

When applied to the individual evaluation sub-factor, a rating of excellent should be given if the contractor work far exceeds the contract requirements by consistently exhibiting excellent performance typically meets and regularly exceeds the contract requirements.

Good (90)

When applied to the individual evaluation sub-factor, a rating of good should be given if the Contractor often exceeds the contract requirements and frequently provides a high level of performance, typically meets, and often exceeds the contract requirements.

Satisfactory (80)

When applied to the individual evaluation sub-factor, a rating of satisfactory should be given if the Contractor provides an acceptable level of performance consistently meeting the contract requirements.

Marginal (70)

When applied to the individual evaluation sub-factor, a rating of satisfactory should be given if the Contractor performs slightly below the requirements of the contract, meeting the contract requirements on an intermittent basis.

Unsatisfactory (60)

When applied to the individual evaluation sub-factor, a rating of unsatisfactory should be given if the Contractor fails to meet important contract requirements, resulting in a negative impact on the entire project.

For any performance evaluation rating value below Satisfactory (80.0), the evaluator must provide written comments with specific explanations of how and when a Contractor failed to meet the contract requirements.

6. NOTIFICATION TO CONTRACTOR

OPM will notify the Contractor of the results of the most recent performance evaluation. The notification will include a cover letter, and a copy of the Contractor Performance Evaluation Form with supporting documents, if any. If the overall Performance Rating is below Satisfactory (80.0), the cover letter will set forth a timeframe in which the Contractor must correct deficiencies to achieve an overall performance rating of at least satisfactory (80.0). If the Contractor fails to remedy the deficiencies within this timeframe, OPM will input results into the OPM database and submit a copy of evaluation and supporting documents to the Office of Contracts and Procurement (OCP) for inclusion in the Contractor's OCP file.

7. CONTRACTOR CHALLENGES

A Contractor who wishes to challenge a performance evaluation shall submit its challenge in writing to the Deputy Director, with a copy to the Administrator, postmarked within fifteen (15) calendar days of date of notice.

The written challenge must include a detailed explanation, and documentation, if any, of the specific grounds for the challenge.

Failure to timely challenge a performance evaluation in the manner required will be deemed to be a waiver of Contractor's right to challenge that performance evaluation.

If a challenge, in accordance with this Section 7, is given by a Contractor, the results of the Contractor's performance evaluation will not be final (entered into the OPM database) until the Deputy Director renders a final written decision. Upon arriving at a final decision, the Deputy Director, or his designee, will forward said decision to the Contractor. If the Deputy Director's final decision is to maintain the overall Performance Rating, the Deputy Director will forward a copy of the decision to OCP and the Contractor shall be added to the OPM database and a copy of evaluation and supporting documents will be provided to OCP for inclusion in the Contractor's OCP file.

8. MULTIPLE PERFORMANCE EVALUATION RATINGS

At the completion of a Project, the Contractor will be given a Final Performance Evaluation Rating which will be calculated by averaging all Performance Ratings given in the course of the Project.

Exhibit A
CONTRACTOR PERFORMANCE EVALUATION FORM

Part 1
Summary Report

DATE _____
 CONTRACTOR _____
 CONTACT NAME _____
 PROJECT NUMBER _____
 PROJECT NAME _____
 PROJECT ADDRESS _____

EVALUATION SCHEDULE (based on physical work):						
Circle One:	15%	30%	50%	75%	Final	Other _____

EVALUATOR _____ DATE _____

<p>INSTRUCTIONS:</p> <p>The Office of Property Management (OPM) should complete a performance evaluation form for each prime contract according to the evaluation schedule set forth above. It is important to use the point ranking system specified on this form.</p>
--

	SUMMARY RATING	N/A
QUALITY OF WORK		
COST CONTROL		
SCHEDULE/TIME MANAGEMENT		
MANAGEMENT		
COMPLIANCE WITH SAFETY STANDARDS		
CLOSEOUT (Final Only)		
OVERALL PERFORMANCE RATING*		-

*Sum of Summary Ratings divided by number of categories evaluated.

PROJECT MANAGER/DATE

SR. PROJECT MANAGER/DATE

ADMINISTRATOR/DATE

DEPUTY DIRECTOR/DATE

Exhibit A

CONTRACTOR PERFORMANCE EVALUATION FORM

Part 2

Construction Inspection Supervisor Detailed Report

DATE _____
 CONTRACTOR _____
 CONTACT NAME _____
 PROJECT NUMBER _____
 PROJECT NAME _____
 PROJECT ADDRESS _____

EVALUATION SCHEDULE

Circle One: 15% 30% 50% 75% Final Other _____

EVALUATOR _____ DATE _____

QUALITY OF WORK	N/A	Excellent	Good	Satisfactory	Marginal	Unsatisfactory
Quality of Workmanship		100	90	80	70	60
Quality of Subcontractor's Work		100	90	80	70	60
Compliance with Plans and Specifications		100	90	80	70	60
Implementation of the QA/QC Plan		100	90	80	70	60
Adequacy of the QA/QC Plan		100	90	80	70	60
Adequacy of QA/QC Testing		100	90	80	70	60
Quality of QA/QC Documentation		100	90	80	70	60
Storage of Materials		100	90	80	70	60
Adequacy of Materials		100	90	80	70	60
Use of Specified Materials		100	90	80	70	60
Quality of Submittals		100	90	80	70	60
Identification and Timely Correction of Deficient Work		100	90	80	70	60

Summary Rating
 (Sum of values circled divided by number of sub-factors evaluated)
 Comments for Individual or Summary Ratings less than 80: _____

COST CONTROL	N/A	Excellent	Good	Satisfactory	Marginal	Unsatisfactory
Practices Change Order Avoidance and Minimization		100	90	80	70	60
Change Order Documentation		100	90	80	70	60
Change Order Pricing		100	90	80	70	60
Timely Performs Change Order Work		100	90	80	70	60
Subcontractor Change Order Review and Approval		100	90	80	70	60

Summary Rating
 (Sum of values circled divided by number of sub-factors evaluated)
 Comments for Individual or Summary Ratings less than 80: _____

Exhibit A
CONTRACTOR PERFORMANCE EVALUATION FORM

SCHEDULE/TIME MANAGEMENT	N/A	Excellent	Good	Satisfactory	Marginal	Unsatisfactory
Adequacy of Initial Project Schedule		100	90	80	70	60
Adherence to Approved Schedule		100	90	80	70	60
Schedule Update Timeliness and Accuracy		100	90	80	70	60
Timely Submittal and Adherence to Recovery Schedule		100	90	80	70	60
Timely Notification of Conditions Impacting Schedule, Tie-ins, Shut-downs, etc.		100	90	80	70	60
Time Submission of Shop Drawings		100	90	80	70	60
Timely Payments to Subcontractors and Vendors (Compliance with Prompt Payment Act)		100	90	80	70	60
Timely in Obtaining Permits, Conducting Inspections, etc.		100	90	80	70	60
Summary Rating (Sum of values circled divided by number of sub-factors evaluated)						

Comments for Individual or Summary Ratings less than 80: _____

MANAGEMENT	N/A	Excellent	Good	Satisfactory	Marginal	Unsatisfactory
Cooperation/Responsiveness with OPM Project Staff, Client and Representatives		100	90	80	70	60
Coordination with Other Primes		100	90	80	70	60
Coordination and Control of Subcontractors		100	90	80	70	60
Professional Conduct		100	90	80	70	60
Management of Personnel/Resources		100	90	80	70	60
Provides Adequate Amount of Workforce, Materials and Equipment to Meet Schedule		100	90	80	70	60
Job-Site Supervision		100	90	80	70	60
Adequacy of Daily Work Log		100	90	80	70	60
Review/Resolution of Subcontractor's Issues		100	90	80	70	60
Practices Claim Avoidance and Minimization		100	90	80	70	60
Compliance with Laws, Regulations, Permits, Inspections, Testing		100	90	80	70	60
Housekeeping		100	90	80	70	60
Invoices adhere to approved S.O.V. % complete						
Summary Rating (Sum of values circled divided by number of sub-factors evaluated)						

Comments for Individual or Summary Ratings less than 80: _____

Exhibit A
CONTRACTOR PERFORMANCE EVALUATION FORM

LABOR STANDARDS	N/A	Excellent	Good	Satisfactory	Marginal	Unsatisfactory
Correction of Noted Deficiencies		100	90	80	70	60
Payrolls Properly Completed and Submitted		100	90	80	70	60
Compliance with Labor Laws		100	90	80	70	60
Compliance with Prevailing Wage Law		100	90	80	70	60
Trained and Skilled Workforce		100	90	80	70	60
Summary Rating (Sum of values circled divided by number of sub-factors evaluated)						
Comments for Individual or Summary Ratings less than 80: _____						

SAFETY STANDARDS	N/A	Excellent	Good	Satisfactory	Marginal	Unsatisfactory
Adequacy of Safety Plan		100	90	80	70	60
Implementation of Safety Plan		100	90	80	70	60
Minimizes Job-site Accidents		100	90	80	70	60
On-site Safety Maintenance		100	90	80	70	60
Compliance with Worker Exposure Requirements		100	90	80	70	60
Compliance with Drug/Alcohol Abuse Requirements		100	90	80	70	60
Adequacy of Regulatory Compliance Documentation		100	90	80	70	60
Summary Rating (Sum of values circled divided by number of sub-factors evaluated)						
Comments for Individual or Summary Ratings less than 80: _____						

CLOSE-OUT	N/A	Excellent	Good	Satisfactory	Marginal	Unsatisfactory
Promptness/Quality of Punch List		100	90	80	70	60
Promptness/Quality of As-built Drawings, O&M Manuals, Warranties, etc...		100	90	80	70	60
Adequacy of User Training		100	90	80	70	60
Supports Building Commissioning		100	90	80	70	60
Demobilization and Site Clean-up		100	90	80	70	60
Summary Rating (Sum of values circled divided by number of sub-factors evaluated)						
Comments for Individual or Summary Ratings less than 80: _____						

Exhibit A
CONTRACTOR PERFORMANCE EVALUATION FORM

INSTRUCTIONS:

In the space provided below, if applicable, provide additional text to identify and to describe how specific individuals or firms exerted a positive or negative impact on the contractor's performance on this project. The text provided below is for informational purposes only and should already be factored into the evaluation ratings.

Contractor's Personnel

Subcontractor's Personnel