

ATTACHMENT J.1

**DPR DRAWINGS
PLANS OF PROPOSED IMPROVEMENTS TO SPANISH STEPS**

GENERAL NOTES

COORDINATION WITH OWNER

THIS PROJECT IS BEING DESIGNED AND CONSTRUCTED FOR THE DEPARTMENT OF PARKS & RECREATION (DPR), WASHINGTON, D.C. THE OWNER'S REPRESENTATIVE FOR THE DPR IS MR. SULTON ALI, 202-374-2644. ASSISTING THE DPR WITH THE DESIGN IS THE CONSULTING FIRM OF DAVID VOLKERT & ASSOCIATES ENGINEERING, P.C., WASHINGTON, D.C.

THE PROJECT INCLUDES ALL CONSTRUCTION ACTIVITIES REQUIRED TO RESOLVE THE SPANISH STEPS EROSION PROBLEMS. PROPOSED IMPROVEMENTS INCLUDE DRAINAGE AND LANDSCAPING. THE CONTRACTOR SHALL COORDINATE ALL ACTIVITIES WITH THE DPR. NO COMPENSATION WILL BE MADE FOR WORK PERFORMED WITHOUT PRIOR AUTHORIZATION FROM THE DPR.

ADDITIONAL COORDINATION

THE CONTRACTOR IS ALERTED THAT THE SITE IS LOCATED ON PROPERTY MAINTAINED BY THE D.C. DEPARTMENT OF PARKS & RECREATION (DPR). THEREFORE, PRIOR TO THE START OF WORK, THE CONTRACTOR SHALL CONTACT THE DPR, MR. SULTAN ALI, 202-374-2644. ALTERNATE PHONE NUMBER IS 202-671-0421.

THE CONTRACTOR IS HEREBY INFORMED THAT OTHER CONTRACTORS MAY BE WORKING IN THE AREA. THE CONTRACTOR SHALL COORDINATE ACTIVITIES WITH OTHER CONTRACTORS TO AVOID ANY CONFLICT.

GOVERNING SPECIFICATIONS

ALL CONSTRUCTION MATERIALS AND INSTALLATION METHODS SHALL CONFORM TO THESE PLANS. CONTRACTOR SHALL USE THE PROJECT SPECIFICATIONS FOR THE EROSION AND SEDIMENT CONTROL PROJECT AT MITCHELL PARK. FOR WORK ON PUBLIC SPACE, THE CONTRACTOR SHALL ADHERE TO THE LATEST EDITION OF THE D.C. DEPARTMENT OF TRANSPORTATION'S (DDOT) STANDARDS AND CONSTRUCTION SPECIFICATIONS, WITH THE EXCEPTION OF WATER AND SEWER CONSTRUCTION. FOR THE PROPOSED WATER AND SEWER SERVICE CONNECTIONS, THE LATEST EDITION OF THE WASA STANDARDS AND CONSTRUCTION SPECIFICATIONS SHALL BE USED. THE CONTRACTOR SHALL VERIFY THE INFORMATION SHOWN ON THESE PLANS WITH THE ABOVE AND NOTIFY THE DPR OF ANY DISCREPANCIES 48 HOURS PRIOR TO COMMENCING WORK.

TOPOGRAPHIC MAPPING AND FIELD STAKEOUT

THE TOPOGRAPHIC MAPPING WAS PROVIDED BY DPR AND IS BASED ON THE FOLLOWING:
 - HORIZONTAL DATUM IS THE DISTRICT OF COLUMBIA SURVEY MERIDIAN
 - VERTICAL DATUM IS THE DISTRICT OF COLUMBIA ENGINEER'S DATUM
 - PROPERTY LINES AND EASEMENTS ARE BASED ON RECORD INFORMATION AND ARE NOT TAKEN FROM A BOUNDARY SURVEY.
 THE CONTRACTOR SHALL LAYOUT THE PROPOSED IMPROVEMENTS FROM THE DIMENSIONS, AS SHOWN IN THE PLANS.

WORK AND STORAGE SPACE

NO WORK AND STORAGE SPACE IS BEING DESIGNATED. THE CONTRACTOR IS ADVISED THAT THERE IS NO SPACE WITHIN THE SPANISH STEPS NOR WITHIN PUBLIC RIGHT OF WAY FOR THE STOCKPILING OF EXCAVATED MATERIALS AND/OR FILL MATERIALS BROUGHT TO THE SITE. THE CONTRACTOR MUST MAKE PROVISIONS FOR OFFICES AREAS FOR SAID STOCKPILING AT NO ADDITIONAL COST TO DPR.

EXISTING TREES

THERE ARE EXISTING TREES WITHIN THE DPR PROPERTY. ALL EXISTING TREES SHALL BE PRESERVED, AND THE CONTRACTOR SHALL BE EXTREMELY CAREFUL WHILE WORKING AROUND THESE TREES. THE CONTRACTOR SHALL CONTACT THE DDOT TREE DIVISION AT 202-727-1000 FOR ALL ISSUES REGARDING TREES ON PUBLIC SPACE.

EXISTING UTILITIES

THE FOLLOWING UTILITIES HAVE FACILITIES IN THE CONTRACT AREA:
 - D.C. WATER AND SEWER AUTHORITY (WASA)
 - POTOMAC ELECTRIC AND POWER COMPANY (PEPCO)

THERE IS A WORKING IRRIGATION SYSTEM IN THE AREA. THE EXTENT IS UNKNOWN AND THE CONTRACTOR SHALL TAKE PRECAUTIONS NOT TO DAMAGE EXISTING SYSTEMS.

THE EXISTENCE OF OTHER UTILITIES IS UNKNOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL EXISTING UTILITIES AND PROVIDE TEMPORARY SUPPORT AS REQUIRED DURING CONSTRUCTION. THE CONTRACTOR SHALL CONTACT MISS UTILITY, 1-800-257-7777 A MINIMUM OF FORTY-EIGHT HOURS PRIOR TO CONSTRUCTION.

THE LOCATIONS OF THE UTILITIES SHOWN ON THE PLANS ARE BASED RECORD DRAWINGS AND SOME FIELD SURVEY. THE INFORMATION SHOWN IS NOT NECESSARILY COMPLETE AND THE LOCATION OF THE UTILITIES SHOWN IS APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY THE EXISTENCE OF ALL UTILITIES IN ADVANCE OF ANY CONSTRUCTION ACTIVITIES WHICH COULD DAMAGE THEM. IN ALL AREAS WHERE THE PROPOSED CONSTRUCTION MAY CONFLICT WITH EXISTING UTILITIES, THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO THESE EXISTING UTILITIES.

IF AN UNDERGROUND UTILITY IS DAMAGED, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE DPR AND THE OWNER OF SAID UTILITY. ANY DAMAGE SUSTAINED TO THE UTILITIES ABOVE OR BELOW GROUND SHALL BE REPAIRED BY OR UNDER THE DIRECTION OF THE UTILITY OWNER AND AT THE CONTRACTOR'S EXPENSE. UNDER NO CIRCUMSTANCE SHALL THE CONTRACTOR BACKFILL AN EXCAVATION AFFECTING SAID UTILITY WITHOUT FIRST RECEIVING PERMISSION FROM THE UTILITY OWNER.

WASA COORDINATION

ONE WEEK PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL CONTACT THE WASA UTILITY INSPECTION SECTION, 202-787-2377; AND THE WATER SERVICES SECTION, 202-612-3400 OR 3460 CONCERNING THE INSTALLATION OF THE WATER SERVICE FACILITIES. THE CONTRACTOR IS RESPONSIBLE FOR THE WASA FEES AND CHARGES FOR NEW UTILITIES, CONNECTIONS, AND TAPS.

THE CONTRACTOR IS ALSO RESPONSIBLE FOR THE EXCAVATION, BACKFILLING, RE-PAVING, AND RESTORATION OF THE PUBLIC SPACE FOR STREET AND SIDEWALK CUTS. ALL REPAIRS, REMOVALS, AND ABANDONMENTS OF WASA WATER OR SEWER LINES WITHIN PUBLIC SPACE SHALL BE PERFORMED BY THE CONTRACTOR UNDER WASA INSPECTION. WASA IS NOT RESPONSIBLE FOR THE FINAL RESTORATION OF STREET AND SIDEWALK CUTS PERFORMED BY THE CONTRACTOR.

THE CONTRACTOR SHALL SUBMIT FINAL CONSTRUCTION AS-BUILT DRAWINGS/DATA TO THE APPROPRIATE WASA INSPECTOR(S) FOR REVIEW AND APPROVAL. THESE PLANS SHALL INCLUDE BOTH NEW CONSTRUCTION AND ANY EXISTING UTILITIES ABANDONED IN PUBLIC SPACE.

THE AS-BUILT DRAWINGS SHALL SHOW DIMENSIONS, ELEVATIONS, RELOCATION OF ALL WASA UTILITIES, AND ALL PERTINENT INFORMATION. FOLLOWING APPROVAL OF THE AS-BUILT DRAWINGS BY THE WASA INSPECTOR(S), A COPY SHALL BE SUBMITTED TO THE WASA DOCUMENTS AND PERMITS OFFICE, ROOM 203, AND THE WATER AND SEWER DESIGN SECTION, 5TH FLOOR, 5000 OVERLOOK AVENUE, S.W., WASHINGTON, D.C.

QUANTITIES OF WORK

THE QUANTITIES OF WORK SHOWN ON THE PLANS ARE FOR GENERAL INFORMATION PURPOSES ONLY. THE CONTRACTOR SHALL DEVELOP ITS OWN TAKEOFF FOR BIDDING ON THE PROJECT.

SALVAGED MATERIALS

CONTRACTOR SHALL REMOVE AND SAFELY STORE ON SITE GARDEN ORNAMENTS SUCH AS VASES, PLAQUES, POTS OR SIMILAR ITEMS FOR REUSE. COORDINATE WITH THE DPR FOR FINAL LOCATION OF ITEMS.

ABBREVIATIONS

& e	AND AT APPROXIMATELY AVE. ASSE
ASTM	AMERICAN SOCIETY OF SANITARY ENGINEERS AMERICAN SOCIETY FOR TESTING MATERIALS
BLDG.	BUILDING
C.O. CONC. CS CU. CY	CLEANOUT CONCRETE COMBINED SANITARY CUBIC CUBIC YARD
DR. D.C./DC DCPR DDOT	DRIVE DISTRICT OF COLUMBIA D.C. PARKS AND RECREATION DISTRICT OF COLUMBIA DEPARTMENT OF TRANSPORTATION
DOE DOH DWG.	DEPARTMENT OF ENVIRONMENT DEPARTMENT OF HEALTH DRAWING / DRAWINGS
E EHA	EASTING ENVIRONMENTAL HEALTH ASSOCIATION GROUP
EL./ELEV. EXIST.	ELEVATION EXISTING
FT.	FEET / FOOT
GS	GROUND SHOT
IN. INC. INV.	INCH INCORPORATED INVERT
LF LS	LINEAR FEET LUMP SUM
MH/M.H. MAX. MIN.	MANHOLE MAXIMUM MINIMUM
N N.T.S.	NORTHING NOT TO SCALE
PEPCO	POTOMAC ELECTRIC AND POWER COMPANY
PCC PVC	PORLAND CEMENT CONCRETE POLYVINYL CHLORIDE
R RD	RADIUS ROAD
SS SAN. SD SF SPEC SL SW/S.W. ST. STD./ST'D S.Y.	SANITARY SEWER SANITARY STORM DRAIN SQUARE FEET SPECIFICATIONS STREET LIGHTING SOUTH WEST STREET STANDARD SQUARE YARD
TYP. TRAV.	TYPICAL TRAVERSE
W/ WASA	WITH WATER AND SEWER AUTHORITY

STANDARD SYMBOLS

	WATER LINE (RECORD)
	GAS LINE (RECORD)
	EXISTING STORM, WATER OR SANITARY LINE LESS THAN 24"
	EXISTING STORM, WATER OR SANITARY LINE 24" OR GREATER
	EXISTING UNDERGROUND ELECTRIC, GAS, TELEPHONE & COMBINED SEWER LINES
	UNDERGROUND UTILITY TO ABANDONED
	UNDERGROUND UTILITY PREVIOUSLY ABANDONED
	EXISTING TREE
	EXISTING CATCH BASIN
	EXISTING LINK FENCE
	EXISTING ELECTRIC, GAS, TELEPHONE, COMBINED SEWER & WATER MANHOLES
	EXISTING CATCH BASIN
	EXISTING PEPCO WOOD POLE
	EXISTING # 16 STREETLIGHT POLE
	BENCH MARK
	EXISTING FIRE HYDRANT
	EXISTING GAS & WATER VALVE
	EXISTING WATER METER
	RIGHT OF WAY LINE
	EXISTING PENDANT POLE
	EXIST #18 STREETLIGHT ON TRANSFORMER BASE
	EXISTING 12 FOOT PEDESTRIAN LIGHT POLE
	EXISTING SIGN
	DIRECTION OF TRAFFIC FLOW
	AT GRADE INLET GAUGING
	AT GRADE INLET PROTECTION
	PROPOSED SINGLE CATCH BASIN WITH GRATE
	PROPOSED SINGLE CATCH BASIN WITH GRATE
	PROPOSED SANITARY SEWER CLEANOUT
	PROPOSED STORM DRAIN LINE WITH DIRECTION OF FLOW, LESS THAN 24"
	PROPOSED STORMDRAIN MANHOLE
	PROPOSED WATER MANHOLE

LENGTH, TYPE AND SIZE

T:\674302\60 Mitchell Park\674302\60 SPANISH STEPS\DON\G-02 symbols & abbrev.dgn
 Wednesday, February 16, 2011 AT 09:37 AM

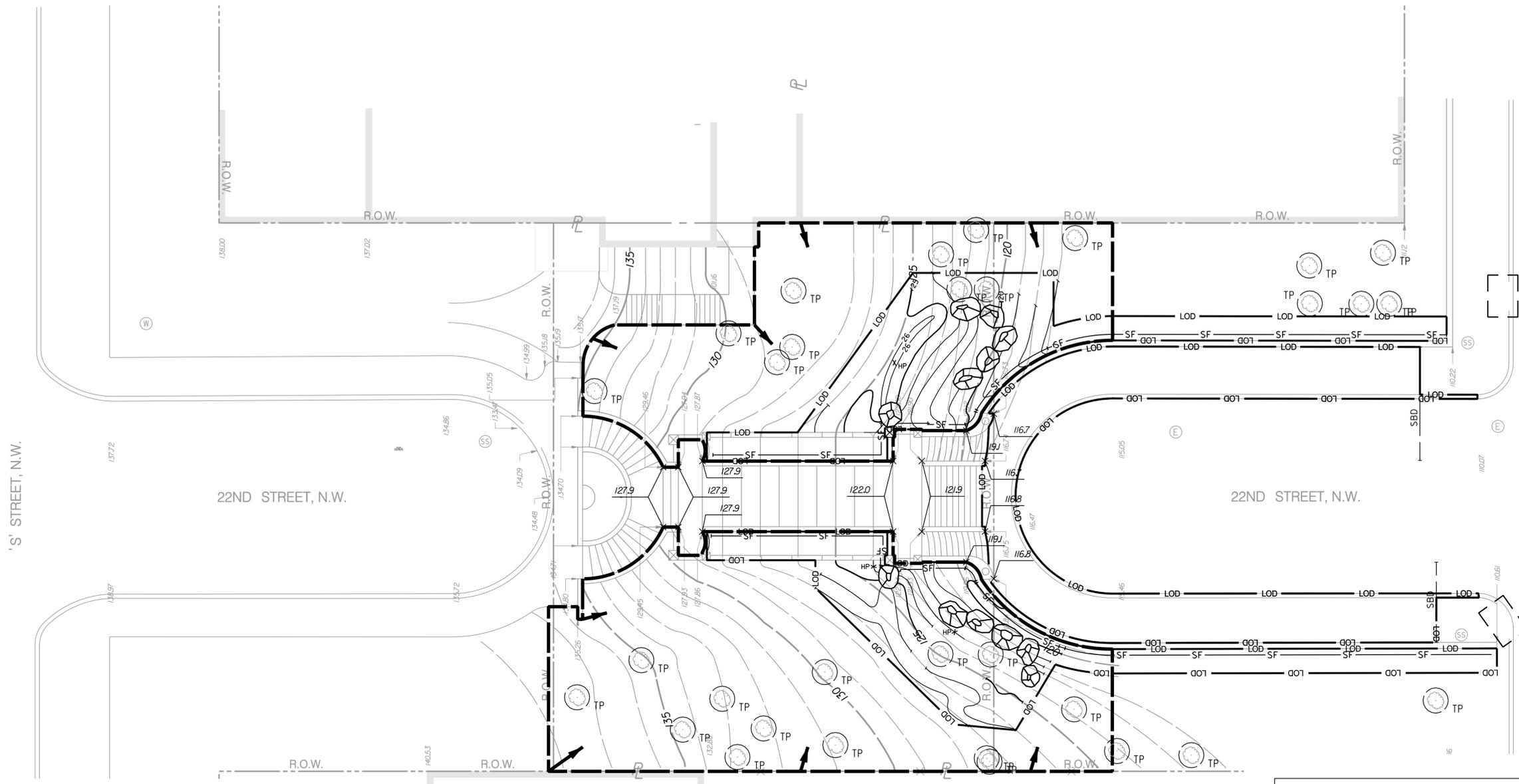
DAVID VOLKERT & ASSOC. ENG., P.C.
 5028 WISCONSIN AVE. N.W., WASHINGTON, D.C. 20016

ENGINEER'S SEAL & SIGNATURE

GENERAL NOTES, ABBREVIATIONS AND SYMBOLS

D.C. PARKS AND RECREATION IMPROVEMENTS TO SPANISH STEPS

Revisions	Date
Drawn By	
Designed By	
Checked By	
Date	FEBRUARY, 2011
Scale	NONE
Sheet	2 of 14



EXIST. SF
TOP=110.2
INV. IN=98.
INV. IN=97.
INV. IN=10E
INV. OUT=5

EXIST. SF
TOP=110.5
INV. IN=99.
INV. IN=10E
INV. OUT=5

LEGEND

- AGIG CURB INLET PROTECTION
- SF SILT FENCE
- 82 PROPOSED CONTOUR LINE
- LOD LIMIT OF DISTURBANCE
- TEMPORARY CONSTRUCTION CHAIN LINK FENCE, 6' HIGH
- TP EXISTING TREE TO BE PROTECTED
- FLOW
- DRAINAGE DIVIDER
- WEATHERED BOULDER
- HP HIGH POINT

NOTES:

1. THE CONTRACTOR SHALL CALL THE INSPECTION/ ENFORCEMENT BRANCH, WATERSHED PROTECTION DIVISION, DISTRICT DEPARTMENT OF THE ENVIRONMENT AT (202) 535-2240 FOR A PRE-CONSTRUCTION MEETING 72 HOURS PRIOR TO THE START OF ANY LAND DISTURBING ACTIVITY.
2. ALL EROSION AND SEDIMENT CONTROL METHODS SHALL BE INSTALLED BEFORE THE START OF ANY EXCAVATION AND/OR CONSTRUCTION AS PER STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL FOR THE DISTRICT OF COLUMBIA. IF AN ON-SITE INSPECTION REVEALS FURTHER EROSION CONTROL MEASURES ARE NECESSARY, THE SAME SHALL BE PROVIDED.
3. ALL DEBRIS IS TO BE REMOVED FROM THE SITE DAILY.
4. ALL CATCH BASINS AND DRAINS SHALL BE PROTECTED DURING EXCAVATION AND CONSTRUCTION. IF ANY CATCH BASIN OR DRAIN BECOMES CLOGGED AS A RESULT OF EXCAVATION OR CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ITS CLEANING.
5. THE CONTRACTOR IS ADVISED THAT THERE IS NO SPACE ON THE SITE FOR THE STOCKPILING OF EXCAVATED MATERIALS AND/OR FILL MATERIALS BROUGHT INTO THE PROJECT. THE CONTRACTOR MUST MAKE PROVISIONS FOR OFF-SITE AREAS FOR SAID STOCKPILING. ALL OTHER CONSTRUCTION ACTIVITIES, INCLUDING, BUT NOT LIMITED TO, WORK AREA, MATERIAL, EQUIPMENT STORAGE, AND FIELD OFFICES MUST BE CONFINED TO THE SPACES DESIGNATED BY THE DC D.P.R.
6. THE CONTRACTOR SHALL INSPECT ALL EROSION AND SEDIMENT CONTROL MEASURES DAILY. ANY REPAIR OR CLEAN UP NECESSARY TO MAINTAIN THE EFFECTIVENESS OF THE EROSION AND SEDIMENT CONTROL DEVICES AND MEASURES SHALL BE MADE IMMEDIATELY.
7. PRIOR TO REMOVING ANY EROSION AND SEDIMENT CONTROL DEVICES, THE CONTRACTOR SHALL OBTAIN APPROVAL FROM THE DC D.O.E.
8. ALL PROPOSED CONTOURS SHOWN ON THIS GRADING PLAN HAVE BEEN DEVELOPED BASED ON THE EXISTING CONTOUR ELEVATIONS FROM THE FIELD SURVEY. THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY THESE EXISTING CONTOUR ELEVATIONS, AND TO MAKE ANY ADJUSTMENTS NECESSARY IN ORDER TO ESTABLISH THE GRADING RELATIONSHIP WITH THE EXISTING FENCE AND CONCRETE SIDEWALK.
9. LOCATION OF BOULDERS SHALL BE CONFIRMED INFIELD. DPR RESERVES THE RIGHT TO SHIFT BOULDERS AROUND FOR AESTHIC AND FUNCTIONAL PURPOSES BEFORE FINAL PLACEMENT IS COMPLETED.

EARTHWORK QUANTITIES		
DISTURBED AREA SF	SITE GRADING	
	CUT CY	FILL CY
3,600	71	80

SEDIMENT CONTROL APPROVAL

PLAN NUMBER _____

DATE _____ D.C. DEPARTMENT OF ENVIRONMENT
WATERSHED PROTECTION DIVISION
TEL. NO. (202) 535-2240/535-2977

THE APPROVAL IS FOR GRADING AND SEDIMENT CONTROL ONLY. PERMITTEE/ CONTRACTOR IS REQUIRED TO CONSTRUCT DESIGN FEATURES SHOWN HEREON. HE SHALL NOTIFY THE OFFICE AT THE NUMBER BELOW AT LEAST 24 HOURS BEFORE THE START OF GRADING ACTIVITY AND WITHIN TWO WEEKS AFTER COMPLETION OF PROJECT FOR FINAL INSPECTION.

SCALE: 1" = 10'

ATTACHMENT J.2

**DPR SPECIFICATIONS
EROSION CONTROL AND SITE IMPROVEMENTS
AT SPANISH STEPS**



CONSTRUCTION DOCUMENTS AND SPECIFICATIONS

EROSION CONTROL AND SITE IMPROVEMENTS AT SPANISH STEPS

March 8, 2011

Prepared by:

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DIVISION 3 – CONCRETE

3300 Cast-in-Place Concrete

APPENDIX Four pages of Test Reports from four Soil Samples taken on ball field

END TABLE OF CONTENTS

SUMMARY OF WORK

PART 1 – GENERAL

1.01 SUMMARY

- A. Project identification: Erosion Control and Site Improvements at Spanish Steps S and 23rd Streets, N.W., Washington, DC
- B. Project summary:
 - 1. Abbreviated written summary: The project includes construction of two new catch basins, one manhole, storm sewer, sprinklers/irrigation system, grading/top soil placement, coping along S Street, N.W., and turf establishment/landscaping.
 - 2. Construction type: N/A
 - 3. Major systems: Storm Drainage, Earthwork, Concrete, Plumbing, and Landscaping.
 - 4. Performance requirements for completed work: Establish grass turf.
- C. Particular project requirements:
 - 1. Existing site conditions and restrictions: The site includes the existing foundation of the Anthony Holmead House and a surrounding Archeological Buffer Zone. **NO EXCAVATIONS ARE PERMITTED WITHIN THIS ZONE.** Notify Ms. Ruth Troccoli of the District of Columbia Historical Preservation Office (HPO) at 202-442-8836 at least seven days prior to commencement of construction activities so that Ms. Troccoli, or a member of her staff, can be on site prior to scarification of the existing ball field surface. Also, see requirements for coordinating with the HPO in Section 02200—Earthwork, and Section 02700—Storm Drainage Systems.
 - 2. Requirements for sequencing or scheduling: The Contractor shall not commence with the grading and placement of topsoil unless all planting and turf seeding operations can be completed by November 15, 2008, for the Planting Season for this coming autumn.
 - 3. Prior or concurrent work by Owner or others: In 2003, DPR conducted a design, bid, and construction project titled, “Spanish Steps Irrigation System and Site Lighting.”
 - 4. Prior hazardous waste or asbestos work by Owner or others: None
 - 5. Pre-purchased and pre-ordered items: None
 - 6. Owner-purchased, Owner-installed items: None
 - 7. Owner-purchased, Contractor-installed items: None
 - 8. Owner's early or partial occupancy: N/A
 - 9. Occupancy of adjacent facilities: N/A
 - 10. Contractor's use of new and existing facilities: N/A

11. Scope of separate prime contracts: N/A
- D. Permits and Fees: Apply for, pay all fees, and obtain permits required to perform the work. Submit copies to Owner.
- E. Codes: Comply with applicable codes and regulations of authorities having jurisdiction. Submit copies of inspection reports, notices, and similar communications to Owner.
- F. Dimensions: Verify dimensions indicated on drawings with field dimensions before fabrication or ordering of materials. Do not scale drawings.
- G. Existing Conditions: Notify Owner of existing conditions differing from those indicated on the drawings. Do not remove or alter structural components without prior written approval.
- H. Coordination:
 1. Coordinate the work of all trades.
 2. Verify location of utilities and existing conditions.
- I. Installation Requirements, General:
 1. Inspect substrates and report unsatisfactory conditions in writing.
 2. Do not proceed until unsatisfactory conditions have been corrected
 3. Take field measurements prior to fabrication where practical. Form to required shapes and sizes with true edges, lines, and angles. Provide inserts and templates as needed for work of other trades.
 4. Install materials in exact accordance with manufacturer's instructions and approved submittals.
 5. Install materials in proper relation with adjacent construction and with proper appearance.
 6. Restore units damaged during installation. Replace units which cannot be restored at no additional expense to the Owner.
 7. Refer to additional installation requirements and tolerances specified under individual specification sections.
- J. Definitions.
 1. Provide: Furnish and install, complete with all necessary accessories, ready for intended use. Pay for all related costs.
 2. Approved: Acceptance of item submitted for approval. Not a limitation or release for compliance with the Contract Documents or regulatory requirements. Refer to limitations of 'Approved' in General and Supplementary Conditions.
 3. Match Existing: Match existing as acceptable to the Owner.

- K. Intent: Drawings and specifications are intended to provide the basis for proper completion of the work suitable for the intended use of the Owner. Anything not expressly set forth but which is reasonable implied or necessary for proper performance of the project shall be included.
- L. Writing style: Specifications are written in the imperative mode. Except where specifically intended otherwise, the subject of all imperative statements is the Contractor. For example, 'Provide tile' means 'Contractor shall provide tile.'

PART 2 - PRODUCTS - *Not Applicable To This Section*

PART 3 - EXECUTION - *Not Applicable To This Section*

END OF SECTION

**SECTION 01020
ALLOWANCES**

PART 1 – GENERAL

1.01 SUMMARY

- A. Allowance amounts below are for materials only. Include all other costs including installation in base bid price.
- B. Coordinate allowances with requirements for related and adjacent work.
- C. Notify Owner of date when final decision on allowance items is required to avoid delays in the work.
- D. Furnish certification that quantities of products purchased are the actual quantities needed with reasonable allowance for cutting or installation losses, tolerances, mixing waste and similar margins.
- E. Submit invoices or delivery slips to indicate actual quantities of materials delivered and costs. Indicate amounts of applicable trade discounts.

PART 2 - PRODUCTS - *Not Applicable To This Section*

PART 3 – EXECUTION

3.01 SCHEDULE

- A. Lump sum allowances:
- B. Unit cost allowances:

END OF SECTION

**SECTION 01030
ALTERNATES**

PART 1 – GENERAL

1.01 SUMMARY

- A. Provide list price for each alternate in Bid Form. Include cost of modifications to other work to accommodate alternate. Include related costs such as overhead and profit.
- B. Owner will determine which alternates are selected for inclusion in the Contract.
- C. Alternates are described briefly in this section. The Contract Documents define the requirements for alternates.
- D. Coordinate alternates with related work to ensure that work affected by each selected alternate is properly accomplished.

PART 2 - PRODUCTS - *Not Applicable To This Section*

PART 3 – EXECUTION

3.01 SCHEDULE

- A. List of alternates:
 - 1. Picnic Tables (See Drawing L-1)
 - Highland Products Supplies 8-Ft. A-Frame Treated Yellow Pine Picnic Table Model: M136-2368
 - Highland Products Supplies 8-Ft. Recycled Plastic Step-Over Picnic Table Model: M133-1036
 - Highland Products Supplies 8-Ft. Wood Picnic Table Model: M115-1107
 - 2. Protecting During Construction (in lieu of Removing and Replacing) the 30-inch diameter hardwood tree located approximately 60 feet east of the existing concrete steps connecting the park to S street, N.W. (See Drawing ES-1).

END OF SECTION

**SECTION 01045
CUTTING AND PATCHING**

PART 1 - GENERAL

1.01 SUMMARY

- A. Provide cutting and patching work to properly complete the work of the project, complying with requirements for:
 - 1. Structural work.
 - 2. Irrigation and sprinkler systems.
 - 3. Visual requirements, including detailing and tolerances.
 - 4. Operational and safety limitations.
 - 5. Inspection, preparation, and performance.
 - 6. Cleaning.

- B. Do not cut and patch in a manner that would result in a failure of the work to perform as intended, decreased energy performance, increased maintenance, decreased operational life, or decreased safety.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Match existing materials for cutting and patching work with new materials conforming to project requirements.

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Inspect conditions prior to work to identify scope and type of work required. Protect adjacent work. Notify Owner of work requiring interruption to building services or Owner's operations.

- B. Perform work with workmen skilled in the trades involved. Prepare sample area of each type of work for approval.

- C. Cutting: Use cutting tools, not chopping tools. Make neat holes. Minimize damage to adjacent work. Check for concealed utilities and structure before cutting.

- D. Patching: Make patches, seams, and joints durable and inconspicuous. Comply with tolerances for new work.

- E. Clean work area and areas affected by cutting and patching operations.

END OF SECTION

**SECTION 01100
PROJECT PROCEDURES**

PART 1 – GENERAL

1.01 SUMMARY

- A. Provide coordination of work.
 - 1. Supervisory personnel.
 - 2. Pre-construction conference.
 - 3. Monthly meetings; distribute minutes.
 - 4. Other meetings.
- B. Submit daily and special reports.
- C. Submit progress schedule, bar-chart type, updated monthly.
- D. Prepare submittal schedule; coordinate with progress schedule.
- E. Submit schedule of values.
- F. Submit schedule of required tests including payment and responsibility.
- G. Perform surveys:
 - 1. Laying out the work and verifying locations during construction.
 - 2. Final site survey.
- H. Submit and post a list of emergency telephone numbers and address for individuals to be contacted in case of emergency.
- I. Submit record drawings and specifications; to be maintained and annotated by Contractor as work progresses.
- J. Submit payment request procedures.
- K. Perform quality control during installation.
- L. Clean and protect the work.

PART 2 - PRODUCTS - *Not Applicable To This Section*

PART 3 - EXECUTION - *Not Applicable To This Section*

END OF SECTION

**SECTION 01300
SUBMITTALS**

PART 1 – GENERAL

1.01 SUMMARY

- A. Provide types of submittals listed in individual sections and number of copies required.
 - 1. Shop drawings, reviewed and annotated by the Contractor - four blackline prints.
 - 2. Product data - four copies..
 - 3. Samples - two, plus extra samples as required indicating range of color, finish, and texture to be expected.
 - 4. Mock-ups - as required in the individual sections.
 - 5. Inspection and test reports - four copies.
 - 6. Warranties - four copies.
 - 7. Survey data - four copies.
 - 8. Closeout submittals - four copies.
 - 9. Project photographs -four 8 x 10 inch black and white prints each month and at beginning and end of construction. Include negatives or electronic copies of photographs.

- B. Comply with project format for submittals.

- C. Provide required re-submittals if original submittals are not approved. Provide distribution of approved copies including modifications after submittals have been approved.

- D. Samples and shop drawings shall be prepared specifically for this project. Shop drawings shall include dimensions and details, including adjacent construction and related work. Note special coordination required. Note any deviations from requirements of the Contract Documents.

- E. Provide warranties as specified; warranties shall not limit length of time for remedy of damages Owner may have by legal statute. Warranties shall be signed by contractor, supplier or installer responsible for performance of warranty.

PART 2 - PRODUCTS - *Not Applicable To This Section*

PART 3 - EXECUTION - *Not Applicable To This Section*

END OF SECTION

**SECTION 01500
TEMPORARY FACILITIES**

PART 1 – GENERAL

1.01 SUMMARY

- A. Provide temporary services and utilities, including utility costs:
 - 1. Water (potable and non-potable).
 - 2. Lighting and power.
 - 3. Metering.
 - 4. Telephone.
 - 5. Toilet facilities.
 - 6. Materials storage.

- B. Provide construction facilities, including utility costs:
 - 1. Construction equipment.
 - 2. Dewatering and pumping.
 - 3. Enclosures.
 - 4. Heating.
 - 5. Lighting.
 - 6. Access.

- C. Provide security and protection requirements:
 - 1. Fire extinguishers.
 - 2. Site enclosure fence, barricades, warning signs, and lights.
 - 3. Environmental protection.
 - 4. Snow and ice removal if applicable.

- D. Provide personnel support facilities:
 - 1. Sanitary facilities.
 - 2. Drinking water.
 - 3. Project identification sign.
 - 4. Cleaning and trash removal.

PART 2 - PRODUCTS - *Not Applicable To This Section*

PART 3 - EXECUTION - *Not Applicable To This Section*

END OF SECTION

SECTION 01600
PRODUCTS AND SUBSTITUTIONS

PART 1 – GENERAL

1.01 SUMMARY

- A. Provide products from one manufacturer for each type or kind as applicable. Provide secondary materials as recommended by manufacturers of primary materials.
- B. Provide products selected or approved equal. Products submitted for substitution shall be submitted with acceptable documentation, and include costs of substitution including related work.
- C. Request for substitution must be in writing. Conditions for substitution include:
 - 1 An 'or equal' phrase in the specifications.
 - 2 Specified material cannot be coordinated with other work.
 - 3 Specified material is not acceptable to authorities having jurisdiction.
 - 4 Substantial advantage is offered to the Owner in terms of cost, time, or other valuable consideration.
- D. Substitutions shall be submitted prior to award of contract, unless otherwise acceptable. Approval of shop drawings, product data, or samples is not a substitution approval unless clearly presented as a substitution at the time of submittal.

PART 2 - PRODUCTS - *Not Applicable To This Section*

PART 3 - EXECUTION - *Not Applicable To This Section*

END OF SECTION

**SECTION 01700
CONTRACT CLOSEOUT**

PART 1 – GENERAL

1.01 SUMMARY

- A. The following are prerequisites to substantial completion. Provide the following:
 - 1. Punch list.
 - 2. Supporting documentation.
 - 3. Warranties.
 - 4. Certifications.
 - 5. Start-up and testing of irrigation and sprinkler systems.

- B. Provide the following pre-requisites to final acceptance:
 - 1. Final payment request with supporting affidavits.
 - 2. Completed punch list.

- C. Provide a marked-up set of drawings including changes which occurred during construction.

- D. Provide the following closeout procedures:
 - 1. Submission of record documents.
 - 2. Submission of maintenance manuals.
 - 3. Training and turnover to Owner's personnel.
 - 4. Final cleaning and touch-up.
 - 5. Removal of temporary facilities.

PART 2 - PRODUCTS - Not Applicable To This Section

PART 3 - EXECUTION - Not Applicable To This Section

END OF SECTION

**SECTION 02050
DEMOLITION**

PART 1 - GENERAL

1.01 SUMMARY

- A. Site Demolition:
 - 1. Demolition of existing structures, including, but not limited to, sidewalk, coping, and utility structures.
 - 2. Removal of hollow items or items which could collapse.
 - 3. Protection of site work and adjacent structures.
 - 4. Disconnection, capping, and removal of utilities.
 - 5. Pollution control during building demolition, including noise control.
 - 6. Removal and legal disposal of materials.

- B. Selective Demolition:
 - 1. Removal of existing utilities and wiring systems to be replaced.
 - 2. Removal of abandoned utilities and wiring systems.
 - 3. Notification to Owner of schedule of shut-off of utilities which serve occupied spaces.
 - 4. Pollution control during selective demolition, including noise control.
 - 5. Removal and legal disposal of materials.

1.02 SUBMITTALS

- A. Submit for approval selective demolition schedule, including schedule and methods for capping utilities to be abandoned and maintaining existing utility service.

1.03 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Use experienced workers.

1.04 PROJECT CONDITIONS

- A. Immediate areas of work will not be occupied during selective demolition. Adjacent areas may be occupied by the public, including children.

PART 2 - PRODUCTS - *Not Applicable To This Section*

PART 3 – EXECUTION

3.01 DEMOLITION

- A. Do not damage building elements and improvements indicated to remain. Items of salvage value, not included on schedule of salvage items to be returned to Owner, shall be removed from structure. Storage or sale of items at project site is prohibited.

- B. Do not close or obstruct streets, walks, drives or other occupied or used spaces or facilities without the written permission of the Owner and the authorities having jurisdiction. Do not interrupt utilities serving occupied or used facilities without the written permission of the Owner and authorities having jurisdiction. If necessary, provide temporary utilities.
- C. Cease operations if public safety or remaining structures are endangered. Perform temporary corrective measures until operations can be continued properly.
- D. Provide adequate protection against accidental trespassing. Secure project after work hours.

3.02 SCHEDULE

- A. Items for Protection during Demolition and Construction:
 - 1. Sections of or the entire ornamental fence and gate adjacent to proposed berm.
 - 2. Sections of the existing irrigation and sprinkler system.
 - 3. Designated site improvements, trees, and plantings.
- B. Items to be Salvaged for Reinstallation:
 - 1. Sections of or the entire ornamental fence and gate adjacent to proposed berm.
 - 2. Trash receptacles.
 - 3. Wooden benches.
- C. Utilities Requiring Interruption, Capping, or Removal:
 - 1. Irrigation and sprinkler system.
 - 2. Storm sewer connection to existing manhole in sidewalk along S Street, N.W.

END OF SECTION

**SECTION 02100
SITE PREPARATION**

PART 1 – GENERAL

1.01 SUMMARY

- A. Protection and preservation of the existing foundation of the Anthony Holmead House and the archeological buffer zone that surrounds it.
- B. Protection of existing trees, vegetation, landscaping, and site improvements not scheduled for clearing which might be damaged by construction activities.
- C. Trimming of existing trees and vegetation as recommended by arborist for protection during construction activities.
- D. Clearing and grubbing of stumps and vegetation, and removal and disposal of debris, rubbish, designated trees, and site improvements.
- E. Topsoil stripping and stockpiling.
- F. Temporary erosion control, siltation control, and dust control.
- G. Temporary protection of adjacent property, structures, benchmarks, and monuments.
- H. Temporary relocation of play structures, fencing, and site improvements scheduled for reuse.
- I. Watering of trees and vegetation during construction activities.
- J. Removal and legal disposal of cleared materials.

1.02 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Use experienced workers.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Tree protection, erosion and siltation control, and dust control materials suitable for site conditions and as presented in the plans.

PART 3 – EXECUTION

3.01 CLEARING

- A. Do not excavate any soil or remove any of the existing foundation structure within the Archeological Buffer Zone shown on the plans.
- B. Prevent damage to existing improvements indicated to remain, including improvements on and off site. Protect existing trees and vegetation indicated to remain. Do not stockpile materials and restrict traffic within drip line of existing trees to remain. Provide and

maintain temporary guards to encircle trees or groups of trees to remain; obtain approval before beginning work.

- C. Water vegetation as required to maintain health. Cover temporarily exposed roots with wet burlap and backfill as soon as possible. Coat cut plant surfaces with approved emulsified asphalt plant coating.
- D. Repair or replace vegetation which has been damaged or pay damages. Remove heavy growths of grass before stripping. Stockpile satisfactory topsoil containing no large stones, foreign matter, and weeds on site for reuse.
- E. Completely remove all improvements including stumps and debris except for those indicated to remain. Remove below grade improvements at least 12 inches below finish grade and to the extent necessary so as not to interfere with new construction. Remove abandoned mechanical and electrical work as required.
- F. Prevent erosion and siltation of streets, sidewalks, catch basins, and piping. Control windblown dust. Remove waste materials and unsuitable soil from site and dispose of in a legal manner.

END OF SECTION

**SECTION 02140
DEWATERING**

PART 1 – GENERAL

1.01 SUMMARY

- A. If needed, provide dewatering including, but not limited to:
 - 1. Lowering and controlling groundwater levels during excavation and construction.
 - 2. Control of hydrostatic pressures during excavation and construction.
 - 3. Control of surface and subsurface water, ice, and snow related to dewatering.
 - 4. Standby equipment for system back-up.
 - 5. Establishment and monitoring of observation wells
 - 6. Legal disposal of water removed from excavations
 - 7. Removal of observation wells when no longer required.

1.02 SUBMITTALS

- A. If dewatering is needed, submit the dewatering plan, layout, observation well reports.

1.03 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Use experienced workers.

PART 2 - PRODUCTS - *Not Applicable To This Section*

PART 3 – EXECUTION

3.01 OBSERVATION WELLS

- A. Provide, take measurements, and maintain observation wells indicated and additional observation wells as may be required by governing authorities.
- B. Remove observation wells when dewatering is completed.

3.02 DEWATERING

- A. Provide a system to lower and control groundwater in order to permit construction activities. Install sufficient dewatering equipment to drain water-bearing strata above and below bottom of foundations, drains, and other excavations.
- B. Operate dewatering system continuously until dewatering is no longer required. Dispose of water removed from excavations in a manner to avoid endangering public health, property, and portions of work under construction or completed. Provide flow control devices as required by governing authorities.

END OF SECTION

**SECTION 02160
SHORING AND BRACING**

PART 1 - GENERAL

1.01 SUMMARY

- A. Shore and brace sidewalls in deep excavations with steel sheet, soldier piles, or timber lagging as required to protect existing buildings, utilities, roadways, and improvements. Prevent cave-ins, loss of ground, or damage to people and property.
- B. Maintain shoring and bracing during construction activities, and remove shoring and bracing if practical when construction and filling is complete.

1.02 SUBMITTALS

- A. Layout of shoring and bracing and other data, acceptable to local authorities having jurisdiction, prepared by a qualified professional engineer.

1.03 QUALITY ASSURANCE

- A. Survey of Adjacent Structures and Levels: Registered land surveyor prior to excavation.
- B. Engineer: A professional engineer licensed in the jurisdiction of the project.
- C. Comply with codes and ordinances of governing authorities having jurisdiction. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Sheet steel: Heavy-gauge steel sheet suitable for service.
- B. Soldier piles: Steel H-beams in serviceable condition.
- C. Timber lagging: Heavy timber pressure treated with wood preservative.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Install in proper relation with adjacent construction to permit forming and finishing of concrete surfaces. Coordinate with work of other sections.
- B. Locate shoring and bracing to avoid permanent construction. Anchor and brace to prevent collapse.

END OF SECTION

**SECTION 02200
EARTHWORK**

PART 1 - GENERAL

1.01 SUMMARY

- A. Perform excavation, filling, compacting and grading operations as required for below-grade improvements and to achieve grades and elevations indicated. Provide trenching and backfill for mechanical and electrical work and utilities.
- B. Provide subbase materials, drainage fill, and common fill materials for slabs, pavements, and improvements.
- C. Provide suitable fill from off-site if on-site quantities are insufficient or unacceptable, and legally dispose of excess fill off-site.
- D. Provide rock excavation without blasting.

1.02 SUBMITTALS

- A. Submit for approval test reports, list of materials, and gradations proposed for use.

1.03 QUALITY ASSURANCE

- A. Compaction:
 - 1. Under sidewalks, steps, and pavements, 95 percent maximum density, ASTM D 1557.
 - 2. Under lawns or unpaved areas, 90 percent maximum density, ASTM D 1557.
- B. Grading Tolerances Outside Building Lines:
 - 1. Lawns and unpaved areas, plus or minus 1 inch.
 - 2. Sidewalks, steps, and pavements, plus or minus 1/2 inch.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Subbase material: Gravel or crushed stone graded for intended use as subbase for paving materials specified.
- B. Drainage fill: Washed gravel or crushed stone, 1/4" to 3/4" size; ASTM C 33, Size 67.
- C. Common fill: Mineral soil substantially free from organic and unsuitable materials, and free from rock or gravel larger than 2" in diameter; 80 percent passing No. 40 sieve and not more than 50 percent passing No. 200 sieve.
- D. Structural fill: Gravel or sandy gravel free of organic and unsuitable materials and within the following gradation limits: 4" sieve, 100 percent finer by weight; 1" sieve, 60 to 100 percent; No. 4 sieve, 25 to 85 percent; No. 20 sieve, 10 to 60 percent; No. 50 sieve, 4 to 35 percent; No. 200 sieve, 0 to 5 percent.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Notify Ms. Ruth Troccoli of the District of Columbia Historical Preservation Office (HPO) at 202-442-8836 at least seven days prior to placement of topsoil so that she, or a member of her staff, can schedule the placement of four markers at each of the corners of the existing foundation to the former Anthony Holmead House. Cooperate with the HPO concerning their placement of these four markers.
- B. Excavation is unclassified and includes excavation to subgrade regardless of materials encountered. Repair excavations beyond elevations and dimensions indicated as follows:
 - 1. At structures: Concrete or compacted structural fill.
 - 2. Elsewhere: Backfill and compact as directed.
- C. Maintain stability of excavations; coordinate shoring and bracing as required by authorities having jurisdiction. Prevent surface and subsurface water from accumulating in excavations. Stockpile satisfactory materials for reuse, allow for proper drainage and do not stockpile materials within drip line of trees to remain.
- D. Compact materials at the optimum moisture content as determined by ASTM D 1557 by aeration or wetting to the following percentages of maximum dry density:
 - 1 Structures, sidewalks, and pavements: Subgrade and each fill layer to 95% of maximum dry density to suitable depth.
 - 2 Unpaved Areas: Top 6" of subgrade and each fill layer to 90% maximum dry density.
- E. Place acceptable materials in layers not more than 8" loose depth for materials compacted by heavy equipment and not more than 4" loose depth for materials compacted by hand equipment to subgrades indicated as follows:
 - 1. Structural Fill: Use under foundations, slabs on grade in layers as indicated.
 - 2. Drainage Fill: Use under designated building slabs, at foundation drainage and elsewhere as indicated.
 - 3. Common Fill: Use under unpaved areas.
 - 4. Subbase Material: Use under pavement, walks, steps, piping and conduit.
- F. Grade to within 1/2" above or below required subgrade and within a tolerance of 1/2" in 10'.
- G. Protect newly graded areas from traffic and erosion. Recompact and regrade settled, disturbed and damaged areas as necessary to restore quality, appearance, and condition of work.
- H. Control erosion to prevent runoff into sewers or damage to sloped or surfaced areas.
- I. Control dust to prevent hazards to adjacent properties and vehicles. Immediately repair or remedy damage caused by dust including air filters in equipment and vehicles. Clean soiled surfaces.
- J. Dispose of waste and unsuitable materials off-site in a legal manner.

END OF SECTION

**SECTION 02520
PORTLAND CEMENT
CONCRETE PAVING**

PART 1 - GENERAL

1.01 SUMMARY

- A. Provide cast-in-place concrete paving over prepared subbase:
 - 1. Sidewalks.
 - 2. Copings.

1.02 SUBMITTALS

- A. Submit for approval product data, mix design, mock-ups, and test reports.

1.03 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
- B. Construction Tolerance: 1/8 inch in ten feet for grade and alignment of top of forms; ¼ inch in ten feet for vertical face on longitudinal axis.
- C. Testing: Independent testing laboratory.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Concrete: ASTM C 150, Type I, Portland cement; ASTM C 33, normal weight aggregates; potable water.
 - 1. Design Mix: ASTM C 94, 3000 psi, 28 day minimum compressive strength.
 - 2. Slump Limits: eight inches minimum with super plasticizer, 3 inches otherwise.
 - 3. Air Content: five to eight percent.
 - 4. Finish: Broom finish, perpendicular to direction of travel.
 - 5. Finish: Exposed aggregate.
- B. Wire Mesh Reinforcement: Welded plain steel wire fabric, ASTM A 185.
- C. Reinforcing Bars: Deformed steel bars, ASTM A 615, Grade 60.
- D. Fabricated Bar Mats: Steel bar or rod mats, ASTM A 184, using ASTM A 615, Grade 60 steel bars.
- E. Joint Dowel Bars: Plain steel bars, ASTM A 615, Grade 60.
- F. Hook Bolts: ASTM A 307, Grade A threaded bolts.

- G. Liquid-Membrane Forming and Sealing Curing Compound: ASTM C 309, Type I, Class A.
- H. Bonding Compound: Polyvinyl acetate or acrylic base.
- I. Epoxy Adhesive: ASTM C 881.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Proof roll subbase and check for unstable areas. Report unsatisfactory conditions in writing. Beginning paving work means acceptance of subbase.
- B. Comply with concrete section for concrete mix, testing placement, joints, tolerances, curing, repairs and protection.
- C. Dispose of over-mixed concrete off-site in a legal manner.
- D. Protect concrete paving until weight of a person will not leave any impression. Remove and replace concrete paving which shows impressions or other defects. Skim coating defects is not acceptable.

END OF SECTION

**SECTION 02525
CURBS**

PART 1 - GENERAL

1.01 SUMMARY

- A. Provide curbs over compacted gravel base at gated opening in the ornamental fence as shown on the plans.
 - 1. Granite curbs.

1.02 SUBMITTALS

- A. Submit for approval product data, mock-ups, and test reports.

1.03 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
- B. Construction Tolerance: 1/8 inch in ten feet for grade and alignment; 1/4 inch in ten feet for vertical or sloped faces on longitudinal axis.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Granite:
 - 1. Vertical Granite Curb: Sawed top and smooth quarry split face.
 - 2. Sloped Granite Curb: Smooth quarry split face.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Provide acceptable materials and install curbing as shown in the plans.
- B. Set curbs on compacted gravel subbase with joints between curb pieces from 1/8 inch to 3/4 inch wide. Point joints with mortar and tool concave; remove surplus mortar and clean curbs.

END OF SECTION

SECTION 02700
STORM DRAINAGE SYSTEMS

PART 1 - GENERAL

1.01 SUMMARY

- A. Provide the following:
 - 1. Storm drainage system consisting of two catch basins, one manhole, and storm sewer.

1.02 SUBMITTALS

- A. Submit for approval shop drawings, product data, and test reports.

1.03 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Pipe and Fittings:
 - 1 Reinforced Concrete Sewer Pipe and Fittings: Per DDOT specifications; or ASTM C 76, Class III, Wall B, for gasketed joints.
 - 2 Couplings: Per DDOT specifications; or rubber or elastomeric compression gasket.
 - 3 Gaskets: Per DDOT specifications; or compatible with pipe materials joined.
- B. Manholes:
 - 1. Precast Concrete Manholes: Per DDOT specifications; or ASTM C 478.
Brick and Mortar Manholes: Per DDOT specifications; ASTM C 32, Grade MS manhole brick; or ASTM C 270, Type S mortar and parging.
 - 2. Cast-In-Place Concrete Manholes: Per DDOT specifications; or 3000 psi.
 - 3. Manhole Steps: Per DDOT specifications; ductile iron; or cast aluminum.
 - 4. Manhole Frames and Covers: Per DDOT specifications; or ASTM A 536, Grade 60-40-18, heavy-duty ductile iron with lettering.
- C. Cleanouts:
 - 1. Per DDOT specifications; or cast-iron.
 - 2. Per DDOT specifications; or PVC with cast-iron adapter.
- D. Catch Basins for Storm Sewer System:

1. Precast Concrete Catch Basins: Per DDOT specifications; ASTM C 478; or ASTM C 858.
 2. Brick Catch Basins: Per DDOT specifications; ASTM C 32, Grade MS manhole brick; or ASTM C 270, Type S mortar, and parging.
 3. Cast-In-Place Concrete Catch Basins: Per DDOT specifications; or 3000 psi.
 4. Catch Basin Steps: Per DDOT specifications; ductile iron; or cast aluminum.
 5. Catch Basin Frames and Grates: Per DDOT specifications; or ASTM A 536, Grade 60-40-18, heavy-duty ductile iron.
- E. Identification: Per DDOT specifications; or Metallic-core plastic underground warning tapes.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Notify Ms. Ruth Troccoli of the District of Columbia Historical Preservation Office (HPO) at 202-442-8836 at least seven days prior to commencing excavating activities for the proposed catch basins and storm sewer so that she, or a member of her staff, can be present during excavations on the park property.
- B. Install materials and systems per DDOT specifications and in accordance with manufacturer's instructions and approved submittals. Install materials and systems in proper relation with adjacent construction. Coordinate with work of other sections.
- C. Where connections are made to existing systems, rout out old drainage lines.
- D. Test for proper operation. Clean and protect work from damage.

END OF SECTION

SECTION 02800 SITE IMPROVEMENTS

PART 1 - GENERAL

1.01 SUMMARY

- A. Provide site improvements and furnishings.

1.02 SUBMITTALS

- A. Submit for approval shop drawings, product data, warranty, test reports.

1.03 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
- B. Regulations: ADAAG and local accessibility requirements, with the exception of the step at the gated opening in the ornamental fence.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Provide units specifically designed for exterior exposure and intended use:
 - 1. Stone edging at gate in existing ornamental fence: Granite.
 - 2. Modified Standard DDOT Special Coping: Concrete.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials and systems in proper relation with adjacent construction and with uniform appearance. Coordinate with work of other sections.
- B. Restore damaged finishes and test for proper function. Clean and protect work from damage.

END OF SECTION

**SECTION 02810
IRRIGATION SYSTEMS**

PART 1 - GENERAL

1.01 SUMMARY

- A. Provide irrigation system pipe, fittings, valves, and sprinklers as required to irrigate the ball field portion of Spanish Steps on separate circuits to the existing shrub irrigation system.

1.02 SUBMITTALS

- A. Submit for approval shop drawings, product data, warranty, test reports, maintenance data.

1.03 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
- B. Water Coverage for Turf Areas: 100 percent.
- C. Water Coverage for Other Planting Areas: 100 percent.
- D. Testing: Hydrostatic test at 100 psi.
- E. Attend pre- installation conference on site to gain full understanding of existing system.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Pressure Piping Underground:
 - 1. Copper tube, Type L (Metric designation: Type B), annealed temper; wrought-copper tube fittings; soldered joints.
 - 2. PVC plastic, ASTM D 1785, Schedule 80 pipe; ASTM D 2467, Schedule 80, PVC plastic socket-type pipe fittings; solvent-cemented joints.
 - 3. PVC plastic, ASTM D 2441, SDR 17 pipe; ASTM D 2467, Schedule 80, PVC plastic socket-type pipe fittings; solvent-cemented joints.
- B. Circuit Piping:
 - 1. Copper tube, Type L (Metric designation: Type B), drawn temper; wrought-copper fittings; soldered joints.
 - 2. Copper tube, Type M (Metric designation: Type C), drawn temper; wrought-copper fittings; soldered joints.
 - 3. PVC plastic, ASTM D 1785, Schedule 80 pipe; ASTM D 2467, Schedule 80, PVC plastic socket-type pipe fittings; solvent-cemented joints.
 - 4. PVC plastic, ASTM D 1785, Schedule 40 pipe; ASTM D 2466, Schedule 40, PVC plastic socket-type pipe fittings; solvent-cemented joints.

5. PVC plastic, ASTM D 2241, SDR 17 pipe; ASTM D 2467, Schedule 80, PVC plastic socket-type pipe fittings; solvent-cemented joints.
 6. PVC plastic, ASTM D 2241, SDR 17 pipe; ASTM D 2466, Schedule 40, PVC plastic socket-type pipe fittings; solvent-cemented joints.
- C. Branches and Offsets at Sprinklers and Devices: PVC plastic, ASTM D 1785, Schedule 80 pipe with threaded ends; ASTM D 2464, Schedule 80, PVC plastic threaded fittings; threaded joints.
- D. Drain Piping:
1. Copper tube, Type M (Metric designation: Type C); wrought copper fittings; soldered joints.
 2. PVC plastic, ASTM D 1785, Schedule 40 pipe; ASTM D 2466, Schedule 40, PVC plastic socket-type pipe fittings; solvent-cemented joints.
 3. PVC plastic, ASTM D 2241, SDR 21 pipe; ASTM D 2466, Schedule 40, PVC plastic socket-type pipe fittings; solvent-cemented joints.
- E. Sleeves:
1. PVC plastic, ASTM D 1785, Schedule 80 pipe; ASTM D 2467, Schedule 80, PVC plastic socket-type pipe fittings; solvent-cemented joints.
 2. PVC plastic, ASTM D 1785, Schedule 40 pipe; ASTM D 2466, Schedule 40, PVC plastic socket-type pipe fittings; solvent-cemented joints.
- F. Valves with Cast Bronze Bodies:
1. Manual Circuit Valves: Globe valves.
 2. Key Operated Valves: Manual valves fitted for key operation.
 3. Automatic Circuit Valves: Globe valves solenoid operated.
 4. Automatic Drain Valves: Automatic opening when pressure below 3 psi.
- G. Backflow Preventer: keep existing unit.
- H. Sprinklers: refer to drawings.
- I. Valve Box: Precast concrete.
- J. Valve Cover and Frame: Cast iron, lockable.
- K. Automatic Control System: use existing unit.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Protect existing landscaping from damage. Repair and repave cut paving to match paving in original condition.

- B. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials and systems in proper relation with adjacent construction. Coordinate with work of other sections.
- C. Restore damaged components and test for proper operation. Clean out system and protect work from damage.
- D. Instruct Owner's personnel in proper operation and maintenance procedures.

END OF SECTION

**SECTION 02900
LANDSCAPING**

PART 1 - GENERAL

1.01 SUMMARY

- A. Provide landscape work:
 - 1. Trees, shrubs, plants, and ground cover.
 - 2. Finish grading and lawns.
 - 3. Topsoil and soil amendments.
 - 4. Initial maintenance of landscape materials.
 - 5. Pruning and relocation of existing plant materials.
 - 6. Reconditioning existing lawns.

1.02 SUBMITTALS

- A. Submit for approval product data, mock-ups, test reports, warranty, maintenance data, and 48hour written notice prior to turnover to Owner for watering and maintenance.
 - 1. Pesticides and Herbicides: Include product label and manufacturer's application instructions specific to this Project.
- B. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture stating the botanical and common name, percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
- C. Qualification Data: For qualified landscape Installer. Include list of similar projects.
- D. Product Certificates from manufacturer:
 - 1. For soil amendments and fertilizers;
 - 2. Hydroseeding equipment with water-jet capability for parks and/or ball fields;
 - 3. Wood Mulch additive;
 - 4. Tacking agent
- E. Material Test Reports: For existing native surface topsoil east and west of the central pedestrian path. Soil tests should include amendment recommendations for turf and landscape planting for imported or manufactured topsoil to be installed throughout the site.
- F. Maintenance Instructions: Recommended procedures to be established by Owner for maintenance of turf and landscape plantings during a calendar year. Submit before expiration of required initial maintenance periods.

1.03 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use

experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

- B. Soil-Testing Laboratory Qualifications: An independent laboratory or university laboratory, recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.
- C. Soil Analysis: For each unamended soil type, furnish soil analysis and a written report by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity; deleterious material; pH; and mineral and plant-nutrient content of the soil.
 - 1. Report suitability of tested soil for turf area and planting.
 - a. Based on the test results, state recommendations for soil treatments and soil amendments to be incorporated. State recommendations in weight per 1000 sq. ft. (92.9 sq. m) or volume per cu. yd. (0.76 cu. m) for nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce satisfactory planting soil suitable for healthy, viable plants.
 - b. Report presence of problem salts, minerals, or heavy metals, including aluminum, arsenic, barium, cadmium, chromium, cobalt, lead, lithium, and vanadium. If such problem materials are present, provide additional recommendations for corrective action.
 - c. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws, as applicable.
- D. Preinstallation Conference: Conduct conference at Project site. Submit list of submittals for review by owner.
- E. Planting Periods and Restrictions: Plant during one of the following periods, and coordinate planting periods with initial maintenance periods to provide required maintenance from date of planting completion. The Contractor shall not commence with the grading and placement of topsoil unless all planting and turf seeding operations can be complete by the dates, as indicated, of April 30th for spring planting or of November 15th for autumn planting.
 - 1. Spring Planting: March 1st through April 30th.
 - 2. Autumn Planting: August 15th to November 15th.
- F. Measurements: Measure according to ANSI Z60.1. Do not prune to obtain required sizes.
 - 1. Trees and Shrubs: Measure with branches and trunks or canes in their normal position.

Take height measurements from or near the top of the root flare for field grown stock and container grown stock. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip to tip. Take caliper measurements 6 inches (150 mm) above the root flare for trees up to 4-inch (100-mm) caliper size, and 12 inches (300 mm) above the root flare for larger sizes.
 - 2. Other Plants: Measure with stems petioles, and foliage in their normal position.

- G. Plant Material Observation: Owner's representative may observe plant material either at place of growth or at site before planting for compliance with requirements for genus, species, variety, cultivar, size, and quality. Owner's representative retains right to observe trees and shrubs further for size and condition of balls and roots systems, pests, disease symptoms, injuries, and latent defects and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from Project site.
 - 1. Notify owner's representative of sources of planting materials seven days in advance of delivery to site.

- H. Bulk Materials:
 - 1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
 - 2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
 - 3. Accompany each delivery of bulk fertilizers and soil amendments with appropriate certificates.

- I. Deliver plants after preparations for planting have been completed, and install immediately. If planting is delayed more than six hours after delivery, set plants and trees in their appropriate aspect (sun, filtered sun, or shade), protect from weather and mechanical damage, and keep roots moist.
 - 1. Heel-in bare-root stock. Soak roots that are in dry condition in water for two hours. Reject dried-out plants.
 - 2. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
 - 3. Do not remove container-grown stock from containers before time of planting.
 - 4. Water root systems of plants stored on-site deeply and thoroughly with a fine-mist spray. Water as often as necessary to maintain root systems in a moist, but not overly-wet condition.

- J. Coordination with Turf Areas: Plant trees, shrubs, and other plants after finish grades are established and before planting turf areas unless otherwise indicated.
 - 1. When planting trees, shrubs, and other plants after planting turf areas, protect turf areas, and promptly repair damage caused by planting operations.

1.04 WARRANTY

- A. Warrant trees and shrubs for a period of one year after date of Substantial Completion, against defects including death and unsatisfactory growth and except for defects resulting from neglect by Owner, abuse by others, or natural phenomena. Replace unsatisfactory plant material at end of warranty period at no additional expense to the Owner. One replacement is required.

- B. Special Warranty: Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.
 - 1. Failures include, but are not limited to, the following:

- Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner, or incidents that are beyond Contractor's control.
 - Structural failures including plantings falling or blowing over.
 - Faulty performance of tree stabilization, and edgings.
 - Deterioration of metals, metal finishes, and other materials beyond normal weathering.
2. Warranty Periods from Date of Substantial Completion.
 - Trees, Shrubs, Vines, Turf, and Ornamental Grasses: Twelve (12) months.
 - Ground Covers, Biennials, and Perennials: Six (6) months.
 - Annuals: Three (3) months.
 3. Include the following remedial actions as a minimum:
 - Immediately remove dead plants and replace unless required to plant in the succeeding planting season.
 - Replace plants that are more than 25 percent dead or in an unhealthy condition at end of warranty period.
 - A limit of one replacement of each plant will be required except for losses or replacements due to failure to comply with requirements.
 - Provide extended warranty for period equal to original warranty period, for replaced plant material.
- C. Initial Maintenance Service for Trees, Shrubs, and Turf: Provide maintenance by skilled employees of landscape Installer. Maintain as required, including watering, seasonal fertilization, pesticide/herbicide application (only if needed), and pruning of dead/decaying limbs and branches. Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established but for not less than maintenance period below.
1. Maintenance Period: Twelve (12) months from date of planting completion. Planting completion shall be determined by the COTAR, the DPR Athletic Field Maintenance Manager, and Contractor during a site walk after all individual plants and turf have been installed.
 2. Contractor shall submit a letter stating the start of the Maintenance Period. The end of the Maintenance Period shall mark Substantial Completion and commence the start of the Warranty Period. Maintenance period may be extended at no cost to the Owner if construction activities around the planted areas affect the health of the plants.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Plant Materials:
1. Deciduous trees.
 2. Deciduous shrubs.
 3. Coniferous and broadleaf evergreen trees and shrubs.
 4. Ground cover.
 5. Plants.

- B. Lawns: Seed, new crop seed mixture:
1. Seed Species: State-certified seed of grass species as follows, with not less than 95 percent germination, not less than 85 percent pure seed, and not more than 0.5 percent weed seed:
 - 24 percent Tall Fescue- “Inferno”.
 - 22 percent Tall Fescue- “Second Millennium”
 - 22 percent Tall Fescue- “Magellan”
 - 22 percent Tall Fescue- “Avenger”
 - 10 percent Kentucky Bluegrass- “Liberator”
- C. Topsoil: Fertile, friable topsoil from offsite, Sandy Loam designation, consisting of:
- 50- 70% Sand 30-
 - 40% Silt 10- 15%
 - Clay 3- 4% Organic
 - Matter pH range:
 - 5.5- 7
1. Existing, native surface topsoil formed under natural conditions with the duff layer retained during excavation process and stockpiled on-site. Contractor may use raw topsoil for planting soils. Soils must meet the requirements. Verify suitability of native surface topsoil to produce viable planting soil. Clean soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.
 2. Existing, in-place surface soil. Contractor may use onsite soil and amend to meet the requirements. Verify suitability of existing surface soil to produce viable planting soil. Remove stones, roots, plants, sod, clods, clay lumps, pockets of coarse sand, concrete slurry, concrete layers or chunks, cement, plaster, building debris, and other extraneous materials harmful to plant growth.
 3. Imported topsoil or manufactured topsoil from off-site sources. Contractor may use imported soils. Soils must meet the requirements. Obtain topsoil displaced from naturally well drained construction or mining sites where topsoil occurs at least 4 inches (100 mm) deep; do not obtain from agricultural land, bogs, or marshes.
 4. Additional Properties of Imported Topsoil or Manufactured Topsoil: Screened and free of stones 1 inch (25 mm) or larger in any dimension; free of roots, plants, sod, clods, clay lumps, pockets, of coarse sand, paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, building debris, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, and other extraneous materials harmful to plant growth; free of obnoxious weeds and invasive plants including quackgrass, Johnsongrass, poison ivy, nutsedge, nimblewill, Canada thistle, bindweed, bentgrass, wild garlic, ground ivy, perennial sorrel, and brome grass; not infested with nematodes; grubs; or other pests, pest eggs, or other undesirable organisms and disease-causing plant pathogens; friable and with sufficient structure to give good tilth and aeration. Continuous, air-filled pore space content on a volume/volume basis shall be at least 15 percent when moisture is present at field capacity. Soil shall have a field capacity of at least 15 percent on a dry weight basis.
 5. For erosion-control blanket or mesh, install from top of slope, working downward, and as recommended by material manufacturer for site conditions. Fasten as recommended by material manufacturer.

- D. Soil Amendments (for existing soil in turf area east of walkway through Park, and for imported topsoils as required):
 - 1. Lime: Dolomitic limestone.
 - 2. Aluminum Sulfate: Commercial grade.
 - 3. Peat Humus: Finely divided peat.
 - 4. Superphosphate: 20 percent available phosphoric acid.
 - 5. Sand: Clean, washed sand.
 - 6. Perlite: NBS PS 23.
 - 7. Sawdust: Rotted sawdust free of chips and stones.
 - 8. Manure: Rotted stable manure.
 - 9. Commercial Fertilizer: Neutral character for plant materials and lawns.
 - 10. Mulch: Ground or shredded pine bark mulch.

- E. Landscape Materials:
 - 1. Gravel: Water-worn gravel.
 - 2. Anti-Erosion Mulch: wood or other vegetative material- NOT paper based.
 - 3. Anti-Desiccant: Emulsion type, film-forming.
 - 4. Plastic Sheet: Black polyethylene, 8 mils.
 - 5. Filtration Fabric: Water permeable fiberglass or polypropylene fabric.
 - 6. Wrapping: Tree-wrap tape.
 - 7. Stakes and Guys: New hardwood, treated softwood, or redwood.
 - 8. Metal Edging: Commercial steel edging.
 - 9. Wood Headers and Edging: All heart redwood or pressure treated southern yellow pine.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Install materials in accordance with approved submittals. Install landscape work in proper relation with adjacent construction and with uniform appearance. Coordinate with work of other sections.
- B. Prepare topsoil by mixing fertilizer with loam. Apply fertilizer at a rate of 2 pounds of actual nitrogen per 1000 sq. ft. for plant beds and 2 pounds per inch of trunk for tree pits.
- C. Install soil mix to a depth of 18" in plant beds.
- D. For seeded lawns, apply seed at rate of 35 pounds per 1000 square feet using hydroseeding machine.
- E. Hydroseeding: Mix specified seed, fertilizer, and fiber mulch in water, using equipment specifically designed for hydroseed application in parks and/or ballfields. Continue mixing until uniformly blended into homogeneous slurry suitable for hydraulic application.

1. Mix slurry with nonasphaltic, asphalt-emulsion, or fiber-mulch manufacturer's recommended tackifier.
 2. Apply slurry uniformly to all areas to be seeded in a one-step process. Apply slurry at a rate so that mulch component is deposited at not less than 1500-lb/acre (15.6-kg/9209 sq.m) dry weight, and seed component is deposited at not less than the specified seed-sowing rate.
- F. Excavate as required for trees and shrubs.
- G. Install plant material and backfill with soil mix. Water thoroughly. Allow for soil settlement.
- H. Provide maintenance and watering until turnover to Owners for maintenance and watering. Replace damaged materials and dead or unhealthy plants prior to turnover to Owner.

3.02 SATISFACTORY TURF

- A. Turf installations shall meet the following criteria as determined by Owner's representative:
1. Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. (0.92 sq. m) and bare spots not exceeding 5 by 5 inches (125 by 125 mm).
 2. Use specified materials to reestablish turf that does not comply with requirements and continue maintenance until turf is satisfactory.

3.02 PLANTING AREA MULCHING

- A. Install weed-control barriers before mulching according to manufacturer's written instructions. Completely cover area to be mulched, overlapping edges a minimum of 6 inches (150 mm) and secure seams with galvanized pins.
- B. Mulch backfilled surfaces of planting areas and other areas indicated.
1. Trees in Turf Areas: Apply organic mulch ring of 3-inch (75-mm) average thickness, with 24-inch (600-mm) radius around trunks or stems. Do not place mulch within 3 inches (75 mm) of trunks or stems.
 2. Organic Mulch in Planting Areas: Apply 3-inch (75-mm) average thickness of organic mulch over whole surface of planting area, and finish level with adjacent finish grades. Do not place mulch within 3 inches (75 mm) of trunks or stems.

3.03 PLANT MAINTENANCE

- A. Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, restoring planting saucers, adjusting and repairing tree-stabilization devices, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings.

Spray or treat as required to keep trees and shrubs free of insects and disease.

- B. Fill in as necessary soil subsidence that may occur because of settling or other processes.
- Replace mulch materials damaged or lost in areas of subsidence.

1. Apply treatments as required to keep plant materials, planted areas, and soils free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards. Treatments include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents.

3.04 CLEANUP AND PROTECTION

- A. During planting, keep adjacent paving and construction clean and work area in an orderly condition.
- B. Protect plants from damage due to landscape operations and operations of other contractors and trades. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.
- C. After installation and before Substantial Completion, remove nursery tags, nursery stakes, tie tape, labels, wire, burlap, and other debris from plant material, planting areas, and Project site.

END OF SECTION

**SECTION 03300
CAST-INPLACE CONCRETE**

PART 1 - GENERAL

1.01 SUMMARY

- A. Provide cast-in-place concrete for general construction, including, without limitation:
 - 1. Sidewalks.
 - 2. Copings.
 - 3. Drainage Structures.
 - 4. Requirements (materials, mixes, finishes) apply to concrete work specified in other sections, such as sidewalk paving and fill for metal pan stair treads.

1.02 SUBMITTALS

- A. Submit for approval shop drawings, product data, mix design proposed for use, mock-ups, and test reports.

1.03 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
- B. Testing: Employ an independent testing agency acceptable to Owner to design concrete mixes and to perform material evaluation tests. Provide 7 and 28 day cylinder tests. Comply with ASTM C 143, C 173, C 31 and C 39.
- C. Standards:
 - 1. ACI 301, Specifications for structural Concrete for Buildings.
 - 2. ACI 318, Building Code Requirements for Reinforced Concrete, and CRSI Manual of Standard Practice.
- D. Testing: Independent testing laboratory.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Concrete Design Mixes, ASTM C 94, 28 Day Compressive Strength:
 - 1. Exterior Site Concrete: 3,000 psi.
- B. Formwork: Plywood or metal panel formwork sufficient for structural and visual requirements.
 - 1. Special forms for textured finish concrete.
 - 2. Metal, plastic, or paper tubes for cylindrical columns and supports.

- C. Reinforcing Materials:
 - 1. Reinforcing Bars: ASTM A 615, Grade 60, deformed.
 - 2. Reinforcing Bars: ASTM A 767, Class II, galvanized.
 - 3. Reinforcing Bars: ASTM A 775, epoxy-coated.
 - 4. Steel Wire: ASTM A 82.
 - 5. Steel Wire Fabric: ASTM A 185, welded.
 - 6. Steel Wire Fabric: ASTM A 497, welded, deformed.

- D. Concrete Materials: ASTM C 150, Type I, Portland cement; potable water.
 - 1. Normal weight aggregates, ASTM C 33.
 - 2. Light weight aggregates, ASTM C 330.
 - 3. Fly Ash: ASTM C 618, Type F.
 - 4. Fiber Reinforcement: Polypropylene fibers for secondary reinforcement, ASTM C 1116, Type III.

- E. Concrete Admixtures: Containing less than 0.1 percent chloride ions.
 - 1. Air-Entraining Admixture: ASTM C 260, for exterior exposed concrete.
 - 2. Water-Reducing Admixture: ASTM C 494, Type A, for placement and workability.
 - 3. High-Range Water-Reducing Admixture, Super Plasticizer: ASTM C 494, Type F or G for placement and workability.
 - 4. Water-Reducing, Accelerating Admixture: ASTM C 494, Type E for placement and workability.
 - 5. Water-Reducing, Retarding Admixture: ASTM C 494, Type D for placement and workability.

- F. Auxiliary Materials:
 - 1. Reglets: Galvanized sheet steel reglets, minimum 26 gage (.018 inch).
 - 2. Waterstops: Rubber or PVC waterstops.
 - 3. Vapor Retarder: ASTM E 154 polyethylene sheet, eight mils.
 - 4. Vapor Barrier: Pre-molded membrane, ASTM E 96, Method B, 0 vapor transmission rate.
 - 5. Nonslip Aggregate Finish: Fused aluminum oxide granules or crushed emery.
 - 6. Liquid Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class A.
 - 7. Water-Based Acrylic Membrane Curing Compound: ASTM C 309, Type 1, Class B.
 - 8. Evaporation Control Compound: Monomolecular film-forming compound.
 - 9. Underlayment Compound: Free-flowing, self-leveling cement-based compound.
 - 10. Bonding Compound: Polyvinyl acetate or acrylic base.
 - 11. Epoxy Adhesive: ASTM C 881, two-component material.

- G. Concrete Finishes for Formed Surfaces:

1. Surfaces Not Exposed To View: As-cast form finish.
 2. Surfaces Exposed To View: Smooth form finish.
 3. Surfaces Exposed To View: Smooth rubbed finish.
 4. Surfaces Exposed To View: Grout-cleaned finish.
 5. Surfaces Exposed To View: Special textured form finish.
- H. Concrete Finishes for Monolithic Slabs:
1. Scratch finish for surfaces to receive concrete floor topping or mortar setting bed.
 2. Trowel finish for surfaces to be exposed to view or covered with resilient flooring, carpet, tile, or other thin finish system.
 3. Trowel and fine broom finish for surfaces to receive thin-set ceramic or quarry tile.
 4. Nonslip broom finish for exterior concrete platforms, steps, and ramps.
 5. Nonslip aggregate finish for concrete stair treads, platforms, ramps, and sloped walks.
 6. Exposed aggregate finish, chemical retarder type.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Comply with ASTM C 94. Do not change mix design without approval. Calcium chloride admixtures are not permitted.
- B. Chamfer exposed edges/corners to provide straight lines.
- C. Tolerance: Plus 1/8 inch in ten feet for grade, alignment, and straightness.
- D. Construction Joints: Use keyways, continue reinforcement through joint.
- E. Expansion Joints: For exterior work, locate 30 foot o.c. at approved locations. Provide smooth dowels across joint which permit one inch horizontal movement and no vertical shear movement.
- F. Isolation Joints: Provide between slabs and vertical elements such as columns and structural walls.
- G. Control Joints: Provide sawn or tooled joints or removable insert strips; depth equal to 1/4 slab thickness. Spacing as required and approved.
- H. Slab Finishes: Obtain sample approval before beginning work.
 1. Trowel: Hard, smooth, uniform surface for areas to receive resilient flooring, carpet, or other thin finish material.
 2. Broom: After trowel finishing, roughen surface by fine brooming perpendicular to traffic direction for exposed exterior walks, steps and ramps.
 3. Non-Slip Aggregate: After trowel finishing, uniformly trowel 25 lbs /100 sq. ft. of damp nonslip aggregate into surface. Cure, and then rub lightly to expose aggregate. Use for interior exposed concrete stairs and ramps.

4. Exposed Aggregate: Use chemical retarder or tamp aggregate into wet concrete and expose by brushing with water. Use where indicated.
- I. Cure and protect work. Report defective work in writing.

END OF SECTION

APPENDIX

The following four pages are reports presenting the results from the testing and analyses of four soil samples taken from the existing ball field surface. The locations where the samples were taken are shown on Drawing EX-1. These samples were taken in December, 2007, and sent to Virginia Polytechnic Institute and State University (Virginia Tech) for analysis. These four test reports were returned by the University in the spring of 2008.

SAMPLE HISTORY

Sample ID	Field ID	LAST CROP		LAST TIME APPLICATION		SOIL INFORMATION						
		Name	Yield	Months Prev.	Tons/Acre	SMU-1 %	SMU-2 %	SMU-3 %	Yield Estimate	Productivity Group		
MP001												

LAB TEST RESULTS (see Note 1)

Analysis	P (lb/A)	K (lb/A)	Ca (lb/A)	Mg (lb/A)	Zn (ppm)	Mn (ppm)	Cu (ppm)	Fe (ppm)	B (ppm)	S Salts (ppm)
Result	46	153	4251	519	8.1	16.3	1.1	14.6	0.6	192
Rating	E-	M+	VH	VH	SUFF	SUFF	SUFF	SUFF	SUFF	L
Analysis	Soil pH	Buffer Index	Est.-CEC (meq/100g)	Acidity (%)	Base Sat (%)	Ca Sat (%)	Mg Sat (%)	K Sat (%)	Organic Matter (%)	
Result	8.0	N/A	12.9	N/A	100.0	82.0	16.5	1.5	1.8	

FERTILIZER AND LIMESTONE RECOMMENDATIONS

***FAX: 703 960 0345

Crop: NEW LAWN ESTAB. - BLUEGRASS, FESCUE (201)

619. Lime recommendations: NONE NEEDED.

203. FERTILIZER RECOMMENDATIONS: Apply 5 lbs. of 0-0-50 or 4 LBS. of 0-0-60 per 1000 sq. ft. to correct a shortage of potash in the soil. Also apply a nitrogen-only fertilizer (examples of grades to use are 31-0-0, 33.5-0-0, 38-0-0, 46-0-0, etc.) using the rate listed in the "1.0" lb. nitrogen column in Table 2 in the enclosed Note on lawn fertilization. Be sure to incorporate the fertilizer into the soil (along with lime, if needed) to a depth of 4 to 6 inches. After the turf has been established (6 to 8 weeks) follow one of the maintenance fertilization programs described in the Note. OPTIONAL PROGRAM: If the above fertilizer materials cannot be found, they can all be replaced by using a complete fertilizer with a 2-1-2 ratio (examples of grades to use are 14-7-14, etc.) using the rate listed in the "1.0" lb. nitrogen column in Table 2 in the enclosed Note on lawn fertilization. NOTE - this optional program, while meeting the turf's nutrient needs, provides extra phosphate which is not necessary for optimum growth.

677. Soluble Salts are not high enough to cause salt injury.

SAMPLE HISTORY

Sample ID	Field ID	LAST CROP		LAST TIME APPLICATION		SOIL INFORMATION						
		Name	Yield	Months Prev.	Tons/Acre	SMU-1 %	SMU-2 %	SMU-3 %	Yield Estimate	Productivity Group		
MP002												

LAB TEST RESULTS (see Note 1)

Analysis	P (lb/A)	K (lb/A)	Ca (lb/A)	Mg (lb/A)	Zn (ppm)	Mn (ppm)	Cu (ppm)	Fe (ppm)	B (ppm)	S Salts (ppm)
Result	96	178	6762	369	8.5	16.6	0.4	14.6	0.6	154
Rating	H+	H-	VH	VH	SUFF	SUFF	SUFF	SUFF	SUFF	L

Analysis	Soil pH	Buffer Index	Est. CEC (meq/100g)	Acidity (%)	Base Sat. (%)	Ca Sat. (%)	Mg Sat. (%)	K Sat. (%)	Organic Matter (%)
Result	8.0	N/A	18.6	N/A	100.0	90.6	8.2	1.2	2.9

FERTILIZER AND LIMESTONE RECOMMENDATIONS

***FAX: 703 960 0345

Crop: NEW LAWN ESTAB. - BLUEGRASS, FESCUE (201)

619. Lime recommendations: **NONE NEEDED.**

204. **FERTILIZER RECOMMENDATIONS:** Apply a nitrogen-only fertilizer (examples of grades to use are 31-0-0, 33.5-0-0, 46-0-0, etc.) using the rate listed in the "1.0" lb. nitrogen column in Table 2 in the enclosed Note on lawn fertilization. Be sure to incorporate the fertilizer into the soil (along with lime, if needed) to a depth of 4 to 6 inches. After the turf has been established (6 to 8 weeks) follow one of the maintenance fertilization programs described in the Note.

677. Soluble Salts are not high enough to cause salt injury.

SAMPLE HISTORY

Sample ID	Field ID	LAST CROP		LAST TIME APPLICATION		SOIL INFORMATION				
		Name	Yield	Months Prev	Tons/Acre	SMU-1 %	SMU-2 %	SMU-3 %	Yield Estimate	Productivity Group
MP003				18+						

LAB TEST RESULTS (see Note 1)

Analysis	P (lb/A)	K (lb/A)	Ca (lb/A)	Mg (lb/A)	Zn (ppm)	Mn (ppm)	Cu (ppm)	Fe (ppm)	B (ppm)	S.Salts (ppm)
Result	44	179	10013	414	3.3	8.4	0.1	8.9	0.8	179
Rating	H-	H-	VH	VH	SUFF	SUFF	SUFF	SUFF	SUFF	L

Analysis	Soil pH	Buffer Index	Est.-GFC (meq/100g)	Acidity (%)	Base Sat (%)	Ca Sat (%)	Mg Sat (%)	K Sat (%)	Organic Matter (%)
Result	8.2	N/A	26.9	N/A	100.0	92.8	6.3	0.9	4.8

FERTILIZER AND LIMESTONE RECOMMENDATIONS

***FAX: 703 960 0345

Crop: NEW LAWN ESTAB. - BLUEGRASS, FESCUE (201)

619. Lime recommendations: **NONE NEEDED.**

204. **FERTILIZER RECOMMENDATIONS:** Apply a nitrogen-only fertilizer (examples of grades to use are 31-0-0, 33-5-0-0, 46-0-0, etc.) using the rate listed in the "1.0" lb. nitrogen column in Table 2 in the enclosed Note on lawn fertilization. Be sure to incorporate the fertilizer into the soil (along with lime, if needed) to a depth of 4 to 6 inches. After the turf has been established (6 to 8 weeks) follow one of the maintenance fertilization programs described in the Note.

677. Soluble Salts are not high enough to cause salt injury.

SAMPLE HISTORY

Sample ID	Field ID	LAST CROP		LAST LIME APPLICATION		SOIL INFORMATION														
		Name	Yield	Months Prev.	Tons/Acre	SMU-1 %	SMU-2 %	SMU-3 %	Yield Estimate	Productivity Group										
MP004																				

LAB TEST RESULTS (see Note 1)

Analysis	P (lb/A)	K (lb/A)	Ca (lb/A)	Mg (lb/A)	Zn (ppm)	Mn (ppm)	Cu (ppm)	Fe (ppm)	B (ppm)	S.Salts (ppm)
Result	104	270	3491	434	4.1	34.4	0.5	30.1	0.5	205
Rating	H+	H	VH	VH	SUFF	SUFF	SUFF	SUFF	SUFF	L

FERTILIZER AND LIMESTONE RECOMMENDATIONS

Analysis	Soil pH	Buffer Index	Est.-CEC (meq/100g)	Acidity (%)	Base Sat. (%)	Ca Sat. (%)	Mg Sat. (%)	K Sat. (%)	Organic Matter (%)
Result	6.9	6.47	10.9	0.4	99.6	80.0	16.4	3.2	6.6

***FAX: 703 960 0345

Crop: NEW LAWN ESTAB. - BLUEGRASS, FESCUE (201)

619. Lime recommendations: **NONE NEEDED.**

204. **FERTILIZER RECOMMENDATIONS:** Apply a nitrogen-only fertilizer (examples of grades to use are 31-0-0, 33.5-0-0, 46-0-0, etc.) using the rate listed in the "1.0" lb. nitrogen column in Table 2 in the enclosed Note on lawn fertilization. Be sure to incorporate the fertilizer into the soil (along with lime, if needed) to a depth of 4 to 6 inches. After the turf has been established (6 to 8 weeks) follow one of the maintenance fertilization programs described in the Note.

677. Soluble Salts are not high enough to cause salt injury.

ATTACHMENT J.3

**STANDARD CONTRACT PROVISIONS FOR USE WITH
SPECIFICATIONS FOR DISTRICT OF COLUMBIA
CONSTRUCTION PROJECTS – MARCH 2011**

Government of the District of Columbia

STANDARD CONTRACT PROVISIONS

For Use With
Specifications for
District of Columbia Government
Construction Projects
(Revised March 2011)



PLEASE RETAIN FOR YOUR REFERENCE

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(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 Contract 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 far 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

- 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 one-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.

ARTICLE 29. RECOVERY OF DEBTS OWED THE DISTRICT---The Contractor hereby agrees that the District may use all or any portion of any consideration or refund due the Contractor under the Contract to satisfy, in whole or part, any debt due the District.

**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)(I) (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, 0. 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, 0. 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, AC] 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 apprenticeship 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 serves 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 276c), 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 per-
 formed.

(3) That any apprentice employed in the above period is duly registered in a bona fide apprentice-
 ship 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 2640-11

ATTACHMENT J.4

U. S. DEPARTMENT OF LABOR WAGE DETERMINATION

General Decision Number: DC100001 01/21/2011 DC1

Superseded General Decision Number: DC20080001

State: District of Columbia

Construction Types: Heavy (Heavy and Sewer and Water Line) and Highway

County: District of Columbia Statewide.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines);
HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010
2	04/23/2010
3	05/07/2010
4	06/11/2010
5	07/09/2010
6	07/23/2010
7	08/20/2010
8	09/24/2010
9	11/05/2010
10	12/10/2010
11	12/24/2010
12	01/07/2011
13	01/21/2011

ASBE0024-001 10/01/2009

	Rates	Fringes
Asbestos Worker/Heat and Frost Insulator		
Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.....	\$ 30.43	14.43

ASBE0024-002 10/01/2009

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER		

Includes preparation,
wetting, stripping,
removal, scrapping,
vacuuming, bagging and
disposing of all
insulation materials,
whether they contain
asbestos or not, from
mechanical systems.....\$ 18.85 7.10

ASBE0024-005 10/01/2009

	Rates	Fringes
Fire Stop Technician.....	\$ 24.10	6.94

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

BOIL0193-001 10/01/2009

	Rates	Fringes
Boilermakers:.....	\$ 37.66	16.36

BRDC0001-001 05/03/2010

	Rates	Fringes
Bricklayer.....	\$ 27.21	7.21

BRMD0001-004 04/25/2010

	Rates	Fringes
BRICKLAYER Refractory (Firebrick).....	\$ 33.55	7.72

CARP0132-001 05/01/2010

	Rates	Fringes
Carpenter/Lather.....	\$ 26.38	7.00
Piledriver.....	\$ 24.48	7.80

 CARP1831-001 04/01/2010

	Rates	Fringes
Carpenters:		
Millwrights.....	\$ 27.91	10.90

 CARP2311-002 05/01/2009

	Rates	Fringes
DIVER TENDER.....	\$ 24.48	7.80
DIVER.....	\$ 36.13	7.80

 ELEC0026-001 06/01/2010

	Rates	Fringes
Electricians.....	\$ 39.02	12.82+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.

 ELEC0026-008 07/01/2003

	Rates	Fringes
Motor Repairmen Removal and reinstallation of electrical motors.....	\$ 23.69	7.73+3%+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.

 ELEC0070-001 05/04/2009

	Rates	Fringes
Line Construction:		
Cable Splicers.....	\$ 30.06	18.75%+4.75
Equipment Mechanic.....	\$ 21.82	19.75%+4.81
Equipment Operators.....	\$ 30.06	18.75%+4.75

Groundman/Truck Driver.....	\$ 15.34	19.75%+4.81
Line Truck with Auger.....	\$ 20.09	19.75%+4.81
Linemen.....	\$ 30.06	18.75%+4.75

ENGI0077-001 05/01/2010

	Rates	Fringes
Power equipment operators: (HEAVY AND HIGHWAY CONSTRUCTION)		
GROUP 1.....	\$ 32.09	7.87+a+b
GROUP 2.....	\$ 31.09	7.87+a+b
GROUP 3.....	\$ 30.63	7.87+a
GROUP 4.....	\$ 29.92	7.87+a
GROUP 5.....	\$ 27.89	7.87+a
GROUP 6.....	\$ 23.35	7.87+a
GROUP 7.....	\$ 32.46	7.87+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Tower Cranes and Cranes 100 ton and over.

GROUP 2: 35 ton cranes & above, tower & climbing cranes, derricks, concrete boom pump, drill rigs (equivalent to L & Double L), mole.

GROUP 3: Backhoes, cableways, cranes, cherry pickers, elevating graders, hoists, paving mixers, power shovels, tunnel shovels. batch plants, shields, tunnel mining machines, gradalls, front end loaders, 3 1/2 cu. yds. and above, power driven wheel scoops and scrapers (50 cu. yds. struck capacity or above), rail tamper, draglines, boomcat, mucking machines, graders in tunnels, pile driving engines.

GROUP 4: Front end loaders below 3 1/2 cu. yds, boom trucks, hydraulic backhoes 1/2 yds. capacity or below rubber or track mounted, tug boats, power driven wheel scoops & scrapers, blade graders, motor graders, bulldozers, trenching machines, concrete mixer, speed swing pettibone, ballast regulator, concrete pump, mechanic, welder, mechanic welder, shotcrete machines, Hoeram, locomotive (standard, narrow gauge), tuggers.

GROUP 5: High lifts above 10 feet, boilers (skelton), asphalt spreaders, bullfloat finishing machines, concrete finishing machines, concrete spreaders, fine graders, air compressors, welding machines, pumps, generators, well points, deep wells, hydraulic pumps, elevators, freeze

uniits, tunnel motorman or dinky operator, roller, conveyors, well drilling machines, grout pump, fireman.

GROUP 6: Fork lifts, ditch witch, bobcat 1/3 cu. yd. and below, space heaters, sweepers, assistant engineers, oilers.

GROUP 7: Master mechanic.

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

b. PREMIUM PAY:

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

ENGI0077-002 06/01/2010

	Rates	Fringes
Power equipment operators: (PAVING AND INCIDENTAL GRADING)		
GROUP 1.....	\$ 25.29	6.30
GROUP 2.....	\$ 22.40	6.30
GROUP 3.....	\$ 19.24	6.30
GROUP 4.....	\$ 17.40	6.30
GROUP 5.....	\$ 25.88	6.10

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Gradall operator, Crane.

GROUP 2: Boom Truck, Milling Machine, Excavator, Rubber Tire Backhoe, Asphalt Paver, Asphalt Plant Engineer, Motor Grader, Track Loader, Rubber Tire Loader, Track Dozer, Concrete Paver.

GROUP 3: Broom Truck, Asphalt Roller.

GROUP 4: Air Compressor, Grade Rollers.

GROUP 5: Mechanic.

ENGI0077-003 07/01/2009

	Rates	Fringes
Power equipment operators: (SEWER, GAS AND WATER LINE CONSTRUCTION)		
GROUP 1.....	\$ 22.48	6.12+a
GROUP 2.....	\$ 22.08	6.12+a
GROUP 3.....	\$ 21.57	6.12+a

GROUP 4.....\$ 21.25 6.12+a
 GROUP 5.....\$ 20.43 6.12+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Excavators, Cranes, Gradalls.

GROUP 2: Backhoes, Front-end Loaders, Fork alift/Lull, Bulldozers, Motor Graders. Qualified Mechanics, Hydraulic Tamper and Hoe Pack, Paving Mixers, Pile Driving Engines, Batch Plant, Concrete Pumps, Low-Boy Driver, Lube Truck.

GROUP 3: Trenching Machine, Well Drilling Machines, Concrete Mixers, Motor Graders, Truck Driver.

GROUP 4. Roller, Air Compressors, Pumps, Welding Machines, Well Points, Firemen.

GROUP 5: Oiler

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

 IRON0005-001 06/01/2009

	Rates	Fringes
Ironworkers:		
Structural, Ornamental and		
Chain Link Fence.....\$ 28.83		13.295

 IRON0201-001 05/01/2009

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

 * LAB00657-003 06/01/2010

	Rates	Fringes
Laborers: (HEAVY AND HIGHWAY AND SEWER & WATER LINES CONSTRUCTION)		
GROUP 1.....\$ 21.64		5.97
GROUP 2.....\$ 21.98		5.97
GROUP 3.....\$ 22.16		5.97

GROUP 4.....	\$ 22.33	5.97
GROUP 5.....	\$ 22.80	5.97
GROUP 6.....	\$ 23.39	5.97
GROUP 7.....	\$ 23.96	5.97
GROUP 8.....	\$ 24.73	5.97

LABORERS CLASSIFICATIONS:

GROUP 1: Carloaders, choker setter, concrete crewman, crushed feeder, demolition laborers, including salvaging all material, loading, cleaning up, wrecking, dumpmen, flagmen, fence erector and installer (other than chain link), including installation and erection of fence, guard rails, medial rails, reference posts, guide posts and right-of-way markers, form strippers, general laborers, railroad track laborers, riprap man, scale man, stake jumper, structure mover, includes foundation, separation, preparation, cribbing, shoring, jacking and unloading of structures, water nozzleman, timber buckler and faller, truck loader, water boys, tool room men.

GROUP 2: Combined air and water nozzleman, cement handler, dope pot fireman (nonmechanical), form cleaning machine, mechanical railroad equipment (includes spiker, puller, tile cleaner, tamper, pipe wrapper, power driven wheelbarrows, operators of hand derricks, towmasters, scootcretes, buggymobiles and similar equipment), tamper or rammer operator, trestle scaffold builders over one tier high, power tool operator (gas, electric or pneumatic), sandblast or gunnite tailhose man, scaffold erector, (steel or wood), vibrator operator (up to 4 feet), asphalt cutter, mortar men, shorer and lagger, creosote material handler, corrosive enamel or equl, paver breaker and jackhammer operators.

GROUP 3: Multi-section pipe layer, non-metallic clay and concrete pipe layer (including caulker, collarman, jointer, rigger and jacker, thermal welder and corrugated metal culvert pipe layer.

GROUP 4: Asphalt block pneumatic cutter, asphalt roller, walker, chainsaw operator with attachment, concrete saw (walking), high scalers, jackhammer operator (using over 6 feet of steel), vibrator operator (4 feet and over), well point installer, air trac operator.

GROUP 5: Asphalt screeder, big drills, cut of the hole drills (1 1/2 " piston or larger), down the hole drills (3 1/2" piston or larger) gunnite or sandblaster nozzleman, asphalt raker, asphalt tamper, form setter, demolition torch operator, shotcrete nozzle men and potman.

GROUP 6: Powderman, master form setters.

GROUP 7: Brick paver (asphalt block paver, asphalt block sawman, asphalt block grinder, hastings block or similar type)

GROUP 8: Licensed powdermen.

 * LABO0657-004 06/01/2010

	Rates	Fringes
Laborers: (HAZARDOUS WASTE REMOVAL, EXCEPT ON MECHANICAL SYSTEMS: Preparation for, removing and encapsulation of hazardous materials from non-mechanical systems)		
Skilled Asbestos Abatement Laborers.....	\$ 17.82	5.97
Skilled Toxic and Hazardous Waste Removal Laborers.....	\$ 20.97	5.97

 * LABO0657-005 06/01/2010

	Rates	Fringes
Laborers: (TUNNEL, RAISE & SHAFT (FREE AIR) FOR HEAVY AND SEWER & WATER LINES CONSTRUCTION)		
GROUP 1.....	\$ 22.41	5.97
GROUP 2.....	\$ 23.10	5.97
GROUP 3.....	\$ 24.85	5.97
GROUP 4.....	\$ 25.60	5.97

LABORERS CLASSIFICATIONS:

GROUP 1: Brakeman, Bull Gang, Dumper, Trackmen, Concrete Man.

GROUP 2: Chuck Tender, Powdermen in Prime House, Form Setters and Movers, Nippers, Cableman, Houseman, Groutman, Bell or Signalman, Top or Bottom Vibrator Operator.

GROUP 3: Miners, Re-Bar Underground, Concrete or Gunnite Nozzlemen, Powdermen, Timbermen and Re-Timbermen, Wood Steel Including Liner plate or Other Support, Material Motorman, Caulkers, Diamond Drill Operators, Riggers, Cement Finishers-Underground, Welders and Burners, Shield Driver, Air Trac Operator, Shotcrete Nozzlemen and Potman.

GROUP 4: Mucking Machine Operator (Air).

* LABO0657-006 06/01/2010

	Rates	Fringes
Laborers: (TUNNEL, RAISE AND SHAFT (COMPRESSED AIR) FOR HEAVY CONSTRUCTION ONLY		
Gauge Pressure Work Period		
(Pounds)	(Hours)	
1-14	7.....	\$ 28.85 5.97
14-18	6.....	\$ 33.95 5.97

FOOTNOTE: On any requirement for air pressure in excess of 18 PSI, work periods and rates should be negotiated at a pre-bid conference.

* LABO0657-007 06/01/2010

	Rates	Fringes
Laborers: (PAVING AND INCIDENTAL GRADING)		
Asphalt Raker & Concrete		
Saw Operator.....	\$ 18.42	4.90
Asphalt Shoveler.....	\$ 17.84	4.90
Asphalt Tammer & Concrete		
Shoveler.....	\$ 18.09	4.90
Jack Hammer.....	\$ 18.51	4.90
Laborer.....	\$ 17.70	4.90
Sand Setter & Form Setter...	\$ 19.10	4.90

* LABO0657-008 06/01/2010

	Rates	Fringes
LABORERS (BRICK MASONRY WORK)		
Mason Tenders.....	\$ 15.32	5.97
Scaffold Builders, Mortarmen.....	\$ 16.20	5.97

MARB0002-003 07/01/2010

	Rates	Fringes
Marble & Stone Mason		
Includes Pointing, Caulking and Cleaning of		

All Types of Masonry, Brick, Stone and Cement Structures.....	\$ 32.63	13.94
---------------------------------------------------------------------	----------	-------

* MARB0003-001 05/01/2010

	Rates	Fringes
Mosaic & Terrazzo Worker, Tile Layer		
Marble Mason and Tile Layer..	\$ 25.29	9.59
Terrazzo Worker.....	\$ 26.04	9.59

* MARB0003-004 05/01/2010

	Rates	Fringes
Marble, Tile & Terrazzo Finisher.....	\$ 20.48	8.44

PAIN0051-001 06/01/2010

	Rates	Fringes
Painters:		
All Industrial Work.....	\$ 27.68	7.86
Bridges, Heavy Highway, Lead Abatement and Flame/Thermal Spray.....	\$ 31.32	7.86
Commercial and Mold Remediation, Painters, Wallcovers and Drywall Finishers.....	\$ 24.64	7.86
Metal Polishing and Refinishing.....	\$ 25.64	7.86

PLAS0891-001 05/01/2010

	Rates	Fringes
Cement Masons:		
HEAVY CONSTRUCTION ONLY.....	\$ 27.15	9.58

PLAS0891-002 06/01/2007

	Rates	Fringes
Cement Masons: (PAVING & INCIDENTAL GRADING)		
Cement Masons.....	\$ 17.35	4.35

Concrete Saw Operators.....	\$ 17.35	4.35
Form Setters.....	\$ 17.35	4.35

 PLUM0005-001 08/01/2010

	Rates	Fringes
Plumbers.....	\$ 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.

 PLUM0602-005 11/01/2010

	Rates	Fringes
Steamfitter, Refrigeration & Air Conditioning Mechanic.....	\$ 36.87	16.72+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.

 SHEE0100-001 01/01/2011

	Rates	Fringes
Sheet Metal Worker.....	\$ 35.59	13.01

 TEAM0639-001 06/01/2010

	Rates	Fringes
Truck drivers: (HEAVY & HIGHWAY CONSTRUCTION)		
Tractor trailer, Low Boy....	\$ 20.50	2.00+a
Truck Drivers.....	\$ 18.50	2.00+a

a. VACATION: Employees will receive one (1) week's paid vacation after one (1) year of service.

 TEAM0639-005 06/01/2009

	Rates	Fringes
Truck drivers: (PAVING & INCIDENTAL GRADING)		

All paving projects where
 the grading is incidental
 to the paving.....\$ 18.00 4.00

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

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

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

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

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

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

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

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

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END OF GENERAL DECISION

ATTACHMENT J.5

**WAY TO WORK AMENDMENT ACT OF 2006
LIVING WAGE NOTICE AND 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, 2010, the living wage rate is \$12.50.

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, 2010, the living wage rate is \$12.50 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.*