

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

**DESIGN-BUILD SERVICES  
PLAY AREAS AT FOREST HILLS PARK AND ROSE PARK**

**Solicitation #: DCAM-14-CS-0106**

**Addendum No. 3  
Issued: February 21, 2014**

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This Addendum Number 03 is issued by e-mail on February 21, 2014. Except as modified hereby, the Request for Proposals (“RFP”) remains unmodified.

**Item #1**

**Clarifications:** Material costs are included in the LSDBE participation calculation.

**Item #2**

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

**Item #3**

**Additional Play Area Added:**

In addition to the play areas at Forest Hills Park and Rose Park, the RFP is hereby revised to include design-build services for the renovation of the play area and development of a low impact parking lot at Sherwood Recreation Center. The new play space will be a shared space between Sherwood Recreation Center and the School-Within-School at Goding Elementary. All terms of the RFP and information contained therein are applicable to the play area at Sherwood Recreation Center in the same exact manner as they are applicable to the play areas at Forest Hills Park and Rose Park. A narrative scope of work, an aerial site image, play equipment requirements, and DPR site amenity standards are attached to this Addendum. The work to be performed at the play area at Sherwood Recreation Center must be substantially completed by August 2, 2014. The concept design for Sherwood Recreation Center is available for download at: <https://leftwichlaw.box.com/shared/static/2ye60jneqkxbd25binjm.pdf>.

Offerors should carry an allowance of Two Hundred and Fifty Thousand Dollars (\$250,000) for play equipment in their Lump Sum Price. A revised Form of Offer Letter as well as a schedule of values for Sherwood Recreation Center are attached hereto.

**Item #4**

**Revised Insurance Requirements:** Please note the Design-Builder will be responsible for the builder's risk policy. Section G.1.5 of the RFP is revised as follows:

The Design-Builder will be required to carry Builder's risk insurance written on an "all risk" basis and covering the value of the improvements being constructed. This coverage does not need to be maintained until such time as construction operations begin.

**Item #5**

**Updated Davis-Bacon Wage Rates:** Please see attached for the updated Davis-Bacon Wage Rates. These Davis-Bacon Wage Rates shall apply to work performed at each Project site.

**Item #6**

**RFI Responses:** The Department will issue a response to the RFIs received in response to this Project through a subsequent addendum.

**Item #7**

**The bid date remains unchanged.** Proposals are due by **March 7, 2014 at 2:00 pm EST.** Proposals that are hand-delivered should be delivered to the attention of: Annmarie McQueen, Contract Specialist, at **Frank D. Reeves Center, 2000 14<sup>th</sup> Street, NW, 8<sup>th</sup> floor, Washington, DC 20009.**

- End of Addendum No. 3 -

## **Form of Contract**

**DESIGN-ASSIST CONSTRUCTION AGREEMENT  
FOR DESIGN-BUILD SERVICES  
PLAY AREAS AT [FOREST HILLS PARK] [ROSE PARK] [SHERWOOD  
RECREATION CENTER]  
DCAM-14-CS-0106**

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

**A. PROJECT INFORMATION**

**Project Name:** Design-Build Services for the Play Areas at [Forest Hills Park] [Rose Park] [Sherwood Recreation Center] (the “Project”)  
**Lump Sum Amount:** [Insert Bid Amount]  
**General Description of Work:** Attached hereto as **Exhibit A**.  
**Required Design Services:** Attached hereto as **Exhibit A**.  
**Completion Date:** [INSERT PER RFP]  
**Project Manager:** [INSERT NAME AND CONTACT INFORMATION]  
**Liquidated Damages:** Seven Hundred Fifty Dollars (\$750) per calendar day not to exceed Twenty Five Thousand Dollars (\$25,000) in the aggregate.

**B. ATTACHMENTS**

**Exhibit A:** Concept Design and Narrative Scope of Work  
**Exhibit B:** Schedule of Values  
**Exhibit C:** LSDBE Utilization Plan  
**Exhibit D:** List of allowances  
**Exhibit E:** Key Personnel  
**Exhibit F:** Davis Bacon Act Wage Determinations  
**Exhibit G:** Workforce Utilization Plan

**C. TERMS & CONDITIONS**

**SECTION 1 GENERAL PROVISIONS**

**Section 1.1 Relationship of Parties.** The Builder accepts the relationship of trust and confidence established with the Department by this Agreement, and covenants with the Department to furnish the Builder’s reasonable skill and judgment and to cooperate with the Program Manager in furthering the interests of the Department. The Builder shall use its best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the Department.

**Section 1.2 Project Description. Exhibit A** (the “Concept Design & Narrative Scope of Work”) provides a general description of the Project. The Builder understands and agrees that detailed design documents have not been prepared for the Project and that it has submitted a bid to deliver a complete and fully functioning Project that meets the requirements of the Concept Design & Narrative Scope of Work. To the extent any design services are required to complete the Project (such as, but not necessarily limited to, the preparation of permit documents, shop drawings, etc.), the preparation of such design documents or drawings **are** included within the Builder’s scope of work. The Builder also understands that the scope of work includes performing a geotechnical study and site survey at each play area site.

**Section 1.3 Completion Date.** Subject to the Excusable Delay provisions of this Agreement, the Builder agrees to substantially complete the Project on or before the date set forth in the Project Information Section of this Agreement.

**Section 1.4 Project Manager.** The Department has assigned a Project Manager to oversee the Builder’s work. The name and contact information for the assigned Project Manager is specified in the Project Information section of this Agreement. The Builder shall take direction from, and coordinate its work with, the assigned Project Manager. The Builder acknowledges, however, that the Project Manager shall not be authorized to modify any of the rights or obligations of the Department or the Builder pursuant to this Contract, or to issue Change Orders or Change Directives.

**Section 1.5 Prolog.** The Builder shall utilize the Department’s Prolog system to submit any and all documentation required to be provided by the Builder for the Project, including, but not limited to, (i) requests for information; (ii) submittals; (iii) meeting minutes; (iv) proposed Changes; and (v) applications for payment. The Builder also shall require all major subcontractors and subconsultants to utilize prolog for the Project

## SECTION 2 PRECONSTRUCTION DELIVERABLES

**Section 2.1 Detailed Schedule.** Within seven (7) days of the issuance of a Notice to Proceed for Preconstruction Services, the Builder shall submit to the Department for its approval a schedule of Project. Such schedule shall include a schedule for submittals that is reasonably acceptable to the Project Manager.

**Section 2.2 Potential Subcontractors and Suppliers.** The Builder shall furnish to the Project Manager a list of the subcontractors and suppliers that will work on this Project as well as a general description of each such subcontractor’s scope of work. Within five (5) business days after such list is submitted, the Project Manager shall advise the Builder if it has any objection to any of the listed subcontractors or suppliers. In the event the Project Manager has a reasonable objection to any such subcontractor or supplier, the parties shall discuss such objection and agree on an appropriate course of action.

**Section 2.3 Design Services.** The Project Information Section of this Agreement includes a brief narrative description of the design services that are necessary to complete this

Project. The Builder understands that the description of such services is intended to provide only a brief description of such services and the Builder shall be required to provide, at no additional cost to the Department, such design services as are necessary to implement the Project. Within seven (7) days after this Agreement is signed, the Builder and the Project Manager shall agree upon the exact design services to be required.

**Section 2.4 Design Reviews/Submittals.** On or before the dates specified in the approved detailed schedule (see Section 2.1), the Builder shall submit the necessary design information (i.e. permit drawings, shop drawings, submittals, sketches, etc.) to the Project Manager for his review and approval. Unless a different timeframe is established in the approved detailed schedule, the Project Manager shall have five (5) business days to review such documents. In the event the Project Manager finds such documents to be unacceptable, the Builder shall be required to revise and resubmit such documents. The Builder shall not commence construction activities unless and until such documents have been approved by the Project Manager. Any delays that result from design resubmissions shall be considered Non-Excusable.

**Section 2.5 [Intentionally Omitted.]**

**Section 2.6 Letter Contract.** It is understood and agreed that certain of the preconstruction activities described above were performed while the Letter Contract was in place, and the terms of the Letter Contract shall merge into and be superseded by this Agreement upon the execution of this Agreement.

### SECTION 3 CONTRACT SUM

**Section 3.1 Lump Sum Price.** The Builder shall be paid a lump sum price in the amount set forth in the Project Information Section of this Agreement to Fully Complete the Project. [The parties acknowledge and agree that the Lump Sum Price includes the exercise of the add/alternate for \_\_\_\_\_ as shown on Exhibit A.]

**Section 3.2 Nature of the Lump Sum Price.** The Builder acknowledges and understands that the Lump Sum Price is based on the Concept Design & Narrative Scope of Work included with Exhibit A. It is understood and agreed that the Lump Sum Price represents the Builder's offer to Fully Complete the Project. The parties acknowledge and agree that it is their intent to have the Builder to construct and deliver a fully functional Project site as contemplated in the Concept Design & Narrative Scope of Work for the Lump Sum Price and consistent with the Project Schedule. In furtherance of such intent, the Builder hereby assumes the risks associated with and shall be responsible for (i) any changes in market conditions that affect the cost of labor or materials; (ii) coordination issues between the drawings; (iii) elements of work not shown on the Concept Design & Narrative Scope of Work, but which are reasonably inferable from the Concept Design & Narrative Scope of Work; (iv) cost associated with acceleration of the work and expediting of materials necessary to meet the Project Schedule which are the result of anything other than an Excusable Delay; and (v) the risk of subcontractor default.

**Section 3.3 Risks Assumed by Builder.** Execution of the Agreement by the Builder is a representation that the Builder has thoroughly examined the terms of this Agreement and the Concept Design & Narrative Scope of Work and has visited the Project site and has become familiar with local conditions under which the Work is to be performed. The Builder further represents that it has satisfied itself that it can undertake the work for the stated cost. Among other things, by entering into this Agreement, the Builder assumes the following risks: (1) the nature of the land and subsoil; (2) the form and nature of the site and surrounding areas; (3) details and levels of existing pipe lines, conduits, sewers, drains, cables or other existing services; (4) the quantities, nature and availability of the materials, tools, equipment and labor necessary for the completion of the Work; (5) the means of access to the site and any accommodation that may be required; (6) uncertainties of weather and physical conditions at the site; and in general to have itself obtained all necessary information as to risk contingencies, climatic, hydrological and natural conditions and other circumstances which may influence or affect his performance of the Work.

**Section 3.4 Allowances.** To the extent that the Lump Sum Price includes one or more allowances identified on **Exhibit D**, the Lump Sum Price shall be adjusted (either upward or downward) by change order to reflect the actual cost of the work covered by such allowance.

**Section 3.5 Tax Exempt Status.** The Department expects that the Project will qualify as tax-exempt under the applicable laws, and such tax exemption shall be reflected in the Lump Sum Price.

**Section 3.6** Subject to the terms and conditions of this Agreement, the Lump Sum Price shall be increased by two percent (2%) if both of the objectives set forth below are met and shall be decreased by two percent (2%) if either or both of the objectives set forth below are not met. The objectives are as follows:

- .1 On-Time Completion.** Substantial Completion is achieved on or before [DATE PER RFP].
- .2 Cost Control.** The total amount paid to the Builder for Work performed under this Contract is less than or equal to the Lump Sum Price and regardless of any increases authorized by subsequent Change order) plus Thirty Thousand Dollars (\$30,000).

In determining whether these objectives have been met, the Department will evaluate whether the stated objectives have, in fact, been achieved. This decision shall be made regardless of the reason the objectives have or have not been met, and the Builder acknowledges and agrees that the Builder may lose entitlement to such portion of the Lump Sum Price even if objectives are not met due to the fault of the Department, the Architect/Engineer, the Code Official, events of force majeure or otherwise.

## SECTION 4 CONSTRUCTION PHASE

**Section 4.1 General.** The Construction Phase shall commence when the Project Manager issues a Notice to Proceed for Construction.

**Section 4.2 Mandatory Subcontract Provisions.** To the extent the Builder intends to subcontract a portion of the work, any subcontract in excess of Twenty Five Thousand Dollars (\$25,000) shall include the following provisions:

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

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

**Section 4.3 Certified Subcontractors.** The Builder shall not substitute or replace any Subcontractor or supplier certified by the District of Columbia Department of Small and Local Business Development without the Department's prior written consent.

**Section 4.4 Payment by Joint Check in Certain Instances.** If it comes to the Department's attention that a Subcontractor or supplier has not been paid in timely fashion (other than for disputed amounts), and if the Builder fails to cure the problem within five (5) calendar days after the Department gives it written notice of the failure to pay, the Department may make payments to the Subcontractor or supplier and Builder by joint check.

**Section 4.5 Field Measurements.** Builder shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Builder. Once work is started, Builder assumes the responsibility and costs for the work and the cost of correcting work previously installed.

**Section 4.6 Warranty of the Construction Work.** The Builder warrants to the Department that materials and equipment furnished under this Agreement will be of good quality and new unless otherwise expressly permitted in writing, that for the one (1) year period following the Substantial Completion Date the construction work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the Concept Design & Narrative Scope and/or any approved design documents. The Builder's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. The Design-Builder and a representative of the Department shall walk the Project together eleven (11) months after the Substantial Completion Date to identify any necessary warranty work.

**Section 4.7 Extent of Responsibility and Site Conditions.** The Builder shall be entitled to an equitable adjustment for differing site conditions only to the extent that: (i) the subsurface conditions on or adjacent to the Project site differ materially from those indicated in the geotechnical reports prepared by the Builder; or (ii) such conditions could not have been discovered by a competent visual inspection of the site and are of unusual nature and differ materially from those ordinarily encountered and generally recognized as inhering to work of the character provided for in this Agreement (such circumstances, "Differing Site Conditions").

## **Section 4.8 Unsafe Materials and Hazardous Materials**

**Section 4.8.1** The Builder shall not bring, spill or release onto the site asbestos, PCBs, or any other Hazardous Material that is not customarily used in a facility of the type and similar to the Project, and shall bring to the Department's attention any specification of such Hazardous Materials in the design documents. If the Builder believes that anything in this Agreement would require that it use or bring onto the site asbestos, PCBs, or any Hazardous Material that is not customarily used in a facility of the type and similar to the Project, it shall immediately inform the Department and seek direction before proceeding.

**Section 4.8.2** If Hazardous Materials are discovered on the site, the Builder shall immediately inform the Project Manager of such discovery. Unless abatement of such Hazardous Materials is expressly included in the Concept Design & Narrative Scope of Work or the approved design documents, the Builder shall be entitled to an equitable adjustment by virtue of such discovery.

**Section 4.9 Progress Meetings.** The Builder shall schedule and conduct at a minimum bi-weekly progress meetings at which the Department, the Program Manager and the Builder and appropriate Subcontractors can discuss the status of the Work.

**Section 4.10 Written Reports.** The Builder shall provide written reports to the Program Manager on the progress of the entire Work in accordance at least every other week.

**Section 4.11 Key Personnel.** To carry out its duties, the Builder shall provide at least the key personnel identified in Exhibit E to this Agreement, who shall carry out the functions identified in the Exhibit. The Builder shall not replace any of the key personnel without the Department's prior written approval, which shall not be unreasonably withheld.

**Section 4.12 Work by Separate Contractors.** Department reserves the right to perform construction or operations related to the Project with the Department's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site.

**Section 4.13 Site Safety and Clean-Up.** The Builder will be required to: (i) provide a safe and efficient site, with controlled access; (ii) provide wheel washing stations on site so as to prevent the accumulation of dirt and other refuse on the streets surrounding the Project site; (iii) be responsible for site security; and (iv) be responsible for the cost of temporary power used during the construction of the Project, including, but not limited to, the cost of installing such temporary wiring as may be required.

**Section 4.14 Close-out.** The Builder shall be required to prepare and submit at close-out a complete set of product manuals, warranties, etc. The Builder shall also provide the Department with a complete set of its Project files, including, but not limited to, shop drawings.

**Section 4.15 Salvaged and Stored Items.** The Builder shall be responsible for salvaging and storing all items as identified by the Department.

**Section 4.16 Sediment and Erosion Control.** The Builder shall be responsible for installing sediment and erosion control measures, inclusive of, but not limited to: silt fencing, inlet protection, stabilized construction entrances, and other control measures.

**Section 4.17 Cutting and Patching.** The Builder shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching. The Builder shall not damage or endanger a portion of the Work or fully or partially completed construction of the Department or separate contractors by cutting, patching or otherwise altering such construction, or by excavation.

**Section 4.18 Correction of Work.**

**Section 4.18.1** The Department shall be at liberty to object and to require the Builder to remove forthwith from the Project site and the Work and to promptly replace the Superintendent, any foreman, technical assistant, laborer, agent, representative, or other person used by the Builder in or about the execution or maintenance of the Work, who in the sole opinion of the Department is misconducting himself, or is incompetent or negligent in the proper performance of his duties, or whose performance in the Work is otherwise considered by the Department to be undesirable or unsatisfactory, and such person shall not be again employed upon the Project without the written permission of the Department or.

**Section 4.18.2** Builder shall promptly correct Work rejected by Department for failing to conform to the requirements of the Concept Design & Narrative Scope of Work or any approved design document or applicable law or regulations whether observed before or after the Project's completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements within a period of one (1) year from the date of completion or by terms of an applicable special warranty required by this Agreement.

**Section 4.18.3** If during the guarantee or warranty period, any material, equipment or system requires corrective Work because of defects in materials or workmanship, Builder shall commence corrective Work within forty-eight (48) hours after receiving the notice and work diligently until corrective Work is completed; provided, however, if such notice is received on the day before a weekend or a holiday, Builder will commence corrective Work on the next business day. If Builder does not, in accordance with the terms and provisions of the Contract Documents, commence all corrective Work within forty-eight (48) hours or if Builder commences such Work but does not pursue it in an expeditious manner, Department may either notify the bonding company (if any) to have such Work and/or obligations performed at no additional cost to Department or may perform such Work and/or obligations and charge the costs thereof to Builder.

**Section 4.19 Manufacturers' Warranties.**

**Section 4.19.1** Builder warrants that all manufacturers' or other warranties on all labor, materials and equipment furnished by Builder or a Subcontractor or supplier shall run directly to or will be specifically assigned to Department on demand or upon Project completion without demand. In the event any issue or defect which would be covered by any warranty arises but is not addressed by the grantor of the warranty, the Builder shall be required to act as the guarantor of the obligations under the warranty and to perform under the terms of the warranty.

**Section 4.19.2** Builder warrants that the installation of all materials and equipment shall be in strict accordance with the manufacturers' requirements or specifications.

## SECTION 5 CLAIMS FOR ADDITIONAL TIME

**Section 5.1** Time is of the essence of this Contract.

**Section 5.2** The Builder will perform the Work so that it shall achieve Substantial Completion by the Substantial Completion Date. Unless the failure to achieve Substantial Completion by the Substantial Completion Date is a result of an Excusable Delay, as defined in Section 5.3, the delay shall be deemed Non-Excusable and the Builder shall not be entitled to an extension of time. Without limiting the generality of the foregoing, delays for the following reasons shall be regarded as Non-Excusable and shall not entitle the Builder to an extension of time:

- .1 Delays due to job site labor disputes, work stoppages, or suspensions of work;
- .2 Delays due to adverse weather, unless the Builder establishes that the adverse weather was of a nature and duration in excess of averages established by data from the U.S. Department of Commerce, National Oceanic and Atmospheric Administration for the Project locale for the ten (10) years preceding the effective date of the Contract;
- .3 Delays due to the failure of the Builder or Subcontractors or material suppliers at any tier to perform in timely or proper fashion, without regard to concepts of negligence or fault; or
- .4 Delays due to Site conditions whether known or unknown as of the effective date of the Contract, foreseeable or unforeseeable at that time, naturally occurring or man-made; provided, however, that delays due to Differing Site Conditions or remediation of Hazardous Materials shall be deemed an Excusable Delay.

**Section 5.3** The Builder shall be entitled to an adjustment in the Substantial Completion Date due to an Excusable Delay. The term "Excusable Delay" shall mean:

- .1 Delays due to adverse weather other than those that are classified as a Non-Excusable delay;

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

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

**Section 5.4** If the Builder wishes to make a claim for an increase in the Contract time, written notice as provided herein shall be given. The Builder's claim shall include an estimate of the cost and of the probable effect of delay on the progress of the Work. In the case of continuing delay, only one claim is necessary.

**Section 5.5 Differing Site Conditions.** The term Differing Site Conditions shall mean subsurface conditions on or adjacent to the Project site which differ materially from those indicated in the geotechnical reports prepared by the Builder. The term Differing Site Conditions shall also include unknown physical conditions at the site of an unusual nature which differ materially from those ordinarily encountered and generally recognized as inhering to work of the character provided for in this Contract. During the Preconstruction Phase, the Design-Builder shall be required to conduct a thorough review of the Project site and the surrounding area and shall document its findings. In the event the Design-Builder fails to undertake and document such a thorough review, the Design-Builder shall be deemed to have known of those conditions which a thorough review would have detected.

## **SECTION 6 PAYMENT PROVISIONS**

**Section 6.1 Compensation.** The Builder shall be paid its compensation in a series of progress payments and a final payment. Progress payments shall be based on a schedule of values that is agreed upon by the Parties as well as the Program Manager's good faith estimate of the level of completion for each component of the schedule of values.

**Section 6.2 Schedule of Values.** The Builder has prepared the Schedule of Values attached hereto as **Exhibit B** which breaks down the Lump Sum Price for the various parts of the Work. The Schedule of Values shall be maintained in such a manner to provide a breakdown of the Lump Sum Price in enough detail to facilitate continued evaluation of applications for payment and progress reports. Large subcontracts shall be broken into several line items where, in the opinion of the Program Manager, such detail is necessary to properly track the progress of

the Work. The proposed schedule of values shall also include separate line items for each part of the Work if so required by the Program Manager, which in general shall be required for mechanical systems, vertical transport systems, windows and structural steel. The Builder and the Program Manager shall meet as necessary to maintain the schedule of values for the Project in a manner acceptable to the Program Manager. No progress payments shall be made unless the then current Schedule of Values is acceptable to the Program Manager.

**Section 6.3 Retention.** The Department shall withhold from each progress payment an amount equal to ten percent (10%) of each progress payment. Once Substantial Completion has occurred, the Department will reduce the retention being withheld to an amount that is equal to two hundred percent (200%) of the Program Manager's good faith estimate of the remaining Work.

**Section 6.4 Documents Required with Application for Payment.** Each Application for Payment shall be accompanied by the Builder's job cost ledgers in a form satisfactory to the Department, the Subcontractors' and Suppliers' Applications for Payment on AIA Documents G702 and G703 or other form acceptable to the Department, and such other supporting documentation as the Department may reasonably request.

**Section 6.5 Timely Payment of Subcontractors.** Within seven (7) days of receiving any payment from the Department including amounts attributable to Work performed, or materials or equipment supplied, by a Subcontractor or supplier, the Builder shall either pay the Subcontractor or supplier for its proportionate share of the amount paid to the Builder for the Subcontractor's or supplier's Work or materials or equipment, or notify the Department and the Subcontractor or supplier, in writing, of the Builder's intention to withhold all or part of the payment and state the reason for the withholding. All monies paid to the Builder under the Agreement shall be used first to pay amounts due to Subcontractors or suppliers supplying labor or materials for the Project and only money remaining after such payments are made may be retained by the Builder. Monies paid by joint check shall be deemed to have been paid fully to the Subcontractor or supplier named as a joint payee, unless the Department agrees otherwise in writing. Any interest paid to Subcontractors or suppliers because the Builder has failed to pay them in timely fashion shall not entitle the Builder to a Change Order.

**Section 6.6 Lien Waivers.** Each Application for Payment shall be accompanied by written waivers of the right to file a mechanic's lien and all other claims.

**Section 6.7 Submission.** On the twenty-fifth (25<sup>th</sup>) day of each month the Builder shall submit to the Department (with a copy to the Program Manager) an Application for Payment, which Application for Payment shall cover the entire month during which the Application for Payment is submitted. All amounts formally submitted via Application for Payment and not disputed by the Department shall be due and payable on the last day of the month following submission or, if that is not a business day, on the following business day.

**Section 6.8 Right to Withhold Payments.** The Department will notify the Builder within fifteen (15) days after receiving any Application for Payment of any defect in the

Application for Payment or the Builder's performance which may result in the Department's declining to pay all or a part of the requested amount. The Department may withhold payment from the Builder, in whole or part, as appropriate, if:

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

**Section 6.9 Payment Not Acceptance.** Payment of any progress payment or final payment shall not constitute acceptance of Work that is defective or otherwise fails to conform to the Contract, or a waiver of any rights or remedies the Department may have with respect to defective or nonconforming Work.

## **SECTION 7 INDEMNIFICATION.**

**Section 7.1** To the fullest extent permitted by law, the Builder shall defend, indemnify and hold harmless the Department and the Department's consultants and agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Builder, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

## **SECTION 8 CHANGES CLAUSE**

**Section 8.1 Changes Authorized.** The Department may, without invalidating the Contract, and without notice to or approval of any surety, order changes in the Work, including

additions, deletions or modifications. Any such change must be conveyed by the Department to the Builder via written Change Directive or Change Order.

**Section 8.2 Executed Change Directive/Change Order Required.** Only a written Change Directive or Change Order, executed by the Department, may make changes to the Contract. In particular, but without limitation, a written Change Directive or Change Order executed by the Department is the only means by which changes may be made to the Substantial or Final Completion Date, or the Lump Sum Price.

**Section 8.3 Department-Initiated Changes.** If the Department wishes to make a change in the Work or to accelerate the Work, it will execute and issue to the Builder a written Change Directive, either directing the Builder to proceed at once with the changed Work or directing it to not to proceed, but to inform the Department, in writing, of the amount, if any, by which the Builder believes that Substantial or Final Completion Date and/or the Lump Sum Price should be adjusted to take the Change Order or Change Directive into account.

**Section 8.4 Notice of Change Event.** The Builder must give the Department written notice of any Change Event within ten (10) calendar days of the date on which the Builder knew, or reasonably should have known, of the Change Event. To the extent available, the notice must state the nature of the Change Event and describe, generally, all changes in the Contract to which the Builder believes it is entitled. Such notice is an express condition precedent to any claim or request for adjustment to the Substantial or Final Completion Date, or the Lump Sum Price arising from the Change Event and, if the notice is not given within the required time, the Builder will have waived the right to any adjustment to the Substantial or Final Completion Date or the Lump Sum Price arising from the Change Event.

**Section 8.5 Detailed Change Request.** Within twenty (20) days after giving notice of a change event, the Builder shall submit a written change request describing, in reasonable detail, all adjustments it seeks to the Substantial or Final Completion Date or the Lump Sum Price as a result of the Change Event. The change request shall include the same information as described in Section 8.3 with respect to any Contract changes the Builder seeks due to the Change Event, and the amount of any requested adjustment to the Lump Sum Price shall be limited in accordance with that Subparagraph.

**Section 8.6 Markups.** For Changes to the Lump Sum Price, the following conditions shall apply:

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

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

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

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

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

**Section 8.7 Failure to Agree.** If the Builder claims entitlement to a change in the Contract, and the Department does not agree that any action or event has occurred to justify any change in time or compensation, or if the parties fail to agree upon the appropriate amount of the adjustment in time or compensation, the Department will unilaterally make such changes, if any, to the Contract, as it determines are appropriate pursuant to the Contract. The Builder shall proceed with the Work and the Department's directives, without interruption or delay, and shall make a claim as provided in Article 12. Failure to proceed due to a dispute over a change request shall constitute a material breach of the Contract and entitle the Department to all available remedies for such breach, including, without limitation, termination for default.

**Section 8.8 Department's Designated Representative.** The Department designates Brian J. Hanlon, Director, Department of General Services, as its representative with express authority to bind the Department with respect to all matters requiring the Department's approval or authorization; provided, however, the Department's Associate Director, Contracts & Procurement Division, shall have the express authority to bind the Department for matters that are administrative in nature or of a value no greater than One Hundred Thousand Dollars (\$100,000). These representatives shall have the exclusive authority to make decisions on behalf of the Department concerning estimates and schedules, construction budgets, changes in the Work, and execution of Change Orders or Change Directives, and shall render such decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services

or Work of the Contractor. In order for the Department to effectively manage the Project and assure that the Contractor does not receive conflicting instructions regarding the Work, the Contractor shall promptly notify the Department's representative upon receiving any instructions or other communication in connection with the Contractor's Work from any employee of the Department or other purported agent of the Department other than the Department's representative.

## **SECTION 9 LIQUIDATED DAMAGES**

**Section 9.1** If the Builder fails to achieve Substantial Completion by the Substantial Completion Date, the parties acknowledge and agree that the actual damage to the Department for the delay will be impossible to determine, and in lieu thereof, the Builder shall pay to the Department, as fixed, agreed and liquidated delay damages in the amount of set forth in the Project Information Section of this Agreement per day for each calendar day of delay for failure to meet the Substantial Completion Date. The Builder and the Department agree that the liquidated damages do not constitute, and shall not be deemed, a penalty but represent a reasonable approximation of the damages to the Department associated with a delay in the Project.

## **SECTION 10 INSURANCE AND BONDS**

**Section 10.1** The Builder will be required to maintain the following types of insurance throughout the life of the contract. In the event that a claim for or related to the Project is made on any such policy or any other policy, the Design-Builder shall be responsible for the payment of any applicable deductible and shall not be entitled to an increase in Lump Sum for the costs of paying such deductible.

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

- .5 With respect to the design team, errors and omissions coverage written on a claims made basis and having an aggregate policy limit of at least Two Million Dollars (\$2,000,000).
- .6 Excess umbrella liability coverage (on at least a follow form basis) and when combined with the general liability policy has an aggregate limit of at least Ten Million Dollars (\$10,000,000).

**Section 10.2** Each insurance policy shall be issued in the name of the Builder and shall name as additional insured parties the Department and the District of Columbia, and the officers, agents and employees of each. Such insurance shall not be cancelable or reduced without thirty (30) days prior written notice to the Department.

**Section 10.3** All such insurance shall contain a waiver of subrogation against the Department and the District of Columbia, and their respective agents.

**Section 10.4** All such insurance policies shall be written by a company that is rated at least A- by A.M. Best and having a surplus size rating of at least XV and is licensed/approved to do business in the District of Columbia.

**Section 10.5 Performance Bond and Payment Bond.** The Builder shall, before commencing the Construction Phase, provide to the Department a payment bond and performance bond, each with a penal sum equal to the Lump Sum Price. Such bond shall remain in full force and effect until Final Completion is achieved and the Department shall be able to draw upon such bond regardless of the amount paid by the Department to the Builder, even if such amount exceeds the penal value of such bond.

## **SECTION 11 ECONOMIC INCLUSION REQUIREMENTS**

**Section 11.1 LSDBE Utilization.** The Design-Builder shall ensure that Local, Small and Disadvantaged Business Enterprises (“LSDBE”) will participate in at least fifty percent (50%) of the Contract. Of this amount, thirty-five percent (35%) must be awarded to entities that are certified as either Small or Disadvantaged Business Enterprises by the District of Columbia Local Business Opportunity Office and twenty percent (20%) to entities that are certified as Disadvantaged Business Enterprises. The LSDBE certification shall be, in each case, as of the effective date of the subcontract. Supply agreements with material suppliers shall be counted toward meeting this goal. The Design-Builder has developed an LSDBE Utilization Plan that is attached hereto as **Exhibit C**. The Design-Builder shall comply with the terms of the LSDBE Utilization Plan in making purchases and administering its Subcontractors and Supply Agreements.

**Section 11.2 First Source Employment Act.** The Builder shall comply with subchapter X of Chapter II of Title 2, and all successor acts thereto, including by not limited to the *Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011*,

and all successor acts thereto and the rules and regulations promulgated thereunder. The Contractor and all member firms and Subcontractors shall execute a First Source Agreement with the District of Columbia Department of Employment Services (“DOES”) prior to beginning Work at the Project site.

**Section 11.3 Compliance with the Apprenticeship Act.** The Builder agrees to comply with the requirements of the Apprenticeship Act of 1946, D.C. Code §§ 32-1401, *et seq.* It is understood and agreed that thirty five percent (35%) of all apprentice hours for the Project must be District residents. If the Builder or any of its subcontractors fail to use its best efforts to meet this goal, the Builder or the subcontractor shall be subject to a penalty of five percent (5%) of the labor costs associated with the Contract.

**Section 11.4 Workforce Utilization Plan.** The Builder shall comply with the requirements of the approved Workforce Utilization Plan attached as **Exhibit G**. At least thirty five percent (35%) of the percentage labor hours for the Project must be performed by District of Columbia residents (such requirement, the Workforce Utilization Requirement). If the Department determines that the Builder has achieved the Workforce Utilization Requirement, the Builder shall be entitled to an incentive payment equal to one half of one percent (½%) of the Lump Sum Price.

## **SECTION 12 ALTERNATIVE DISPUTE RESOLUTION**

**Section 12.1 Notice of Claim.** If the Builder has complied with all provisions in Section 7.4 regarding changes, and the Department has denied the changes requested in a written Change Proposal, or has failed to respond to a written Change Proposal within thirty (30) days, and the Builder wishes to pursue a claim over the disputed item, or if the Builder wishes to assert a claim over a contract dispute not arising from matters related to a Change Event, Change Order or Change Directive, then the written notice of claim must be submitted to the Department pursuant to procedures set forth in section 4733 of the Department's procurement rules and section 908 of the District's Procurement Practices Reform Act of 2010 (PPRA).

**Section 12.2 Contents of Notice of Builder's Claim.** The notice of claim shall state the nature of the claim, the events or circumstances giving rise to the claim, the type of relief requested, and the amount of time or additional compensation, or other damages sought. If the amount of time, compensation, or other damages sought is not reasonably ascertainable at the time, the Builder shall so state, explain why, and provide whatever estimates it can reasonably provide. The notice shall state clearly that the Builder intends to assert a claim against the Department.

**Section 12.3 Appeal Procedures.** All claims arising under or in connection with the Agreement or its breach, or relating to the Project, whether framed in contract, tort or otherwise, and which are not resolved via the claims process may be resolved by filing an appeal with the District of Columbia Board of Contract Appeals in accordance with Title X of the *Procurement Practices Reform Act of 2010*. However, if a third party brings any claim against the Department, including, without limitation, claims of infringement of patents, copyrights or other

intellectual property rights, the Department may bring an action for defense or indemnification against the Design-Builder in the court in which such claim is being litigated.

## **SECTION 13 MISCELLANEOUS PROVISIONS**

**Section 13.1 Extent of Contract.** The Contract, which includes this Agreement and the other documents incorporated herein by reference, represents the entire and integrated agreement between the Department and Builder and supersedes all prior negotiations representations or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the Department and Builder. If anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

**Section 13.2 Ownership And Use of Documents.** The Drawings, Specifications and other documents prepared by the Builder's Architect/Engineer, and copies thereof furnished to the Builder, are for use solely with respect to this Project. They are not to be used by the Builder, Subcontractors, Sub-subcontractors or suppliers on other projects, or for additions to this Project outside the scope of the Work, without the specific written consent of the Department and the Architect/Engineer.

**Section 13.3 Governing Law.** The Contract shall be governed by and construed in accordance with the laws of the District of Columbia, without regard to its conflict of laws principles.

**Section 13.4 Buy American Act Provision.** The Builder shall comply with the provisions of the Buy American Act (41 U.S.C. § 10a), including, but not limited to, the purchase of steel.

**Section 13.5 Davis-Bacon Act Provision.** The Builder agrees that the construction work performed under this Contract shall be subject to the Davis-Bacon Act (40 U.S.C. §§ 276a-276a-7). The wage rates applicable to this Project are attached as **Exhibit F**. The Builder further agrees that it and all of its subcontractors shall comply with the regulations implementing the Davis-Bacon Act and such regulations are hereby incorporated by reference.

**Section 13.6 False Claims Act.** Builder shall be governed by all laws and regulations prohibiting false or fraudulent statements and claims made to the government, including the prescriptions set forth in District of Columbia Code § 2-381.02.

**Section 13.7 No Third-Party Beneficiary Rights.** Nothing in this Agreement shall be construed as creating third-party beneficiary rights in any person or entity, except as otherwise expressly provided in this Agreement.

**Section 13.8 Limitations.** The Builder agrees that any statute of limitations applicable to any claim or suit by the Department arising from this Contract or its breach shall not begin to run, or shall be deemed to be tolled, until Final Completion or, with respect to latent defects or

nonconformities, such later time as the Department knew or should have known of the defect or nonconformity.

**Section 13.9 Binding Effect; Assignment.** The Contract shall inure to the benefit of, and be binding upon and enforceable by, the parties and their respective successors and permitted assigns. The Builder shall not assign its rights under the Contract, including the right to all or a portion of its compensation, without the Department's prior written consent. Any delegation or assignment made contrary to the provisions of this Paragraph shall be null and void.

**Section 13.10 Survival.** All agreements warranties, and representations of the Builder contained in the Contract or in any certificate or document furnished pursuant to the Contract shall survive termination or expiration of the Contract.

**Section 13.11 No Waiver.** If the Department waives any power, right, or remedy arising from the Contract or any applicable law, the waiver shall not be deemed to be a waiver of the power, right, or remedy on the later recurrence of any similar events. No act, delay, or course of conduct by the Department shall be deemed to constitute the Department's waiver, which may be effected only by an express written waiver signed by the Department.

**Section 13.12 Remedies Cumulative.** Unless specifically provided to the contrary in the Contract, all remedies set forth in the Contract are cumulative and not exclusive of any other remedy the Department may have, including, without limitation, at law or in equity. The Department's rights and remedies will be exercised at its sole discretion, and shall not be regarded as conferring any obligation on the Department's to exercise those rights or remedies for the benefit of the Builder or any other person or entity.

**Section 13.13 Entire Agreement; Modification.** The Contract supersedes all contemporaneous or prior negotiations, representations, course of dealing, or agreements, either written or oral. No modifications to the Contract shall be effective unless made in writing signed by both the Department and the Builder, unless otherwise expressly provided to the contrary in the Contract.

**Section 13.14 Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and in lieu of each such invalid, illegal or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable; each part of this Agreement is intended to be severable.

**Section 13.15 Anti-Deficiency Act.** The Department's obligations and responsibilities under the terms of the Contract and the Contract Documents are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1350, 1351, (ii) the D.C. Code 47-105, (iii) the District of Columbia Anti-Deficiency Act, D.C. Code §§ 47-

355.01 - 355.08, as the foregoing statutes may be amended from time to time, and (iv) Section 446 of the District of Columbia Home Rule Act. Neither the Contract nor any of the Contract Documents shall constitute an indebtedness of the Department, nor shall it constitute an obligation for which the Department is obligated to levy or pledge any form of taxation, or for which the Department has levied or pledged any form of taxation. **IN ACCORDANCE WITH § 446 OF THE HOME RULE ACT, D.C. CODE § 1-204.46, NO DISTRICT OF COLUMBIA OFFICIAL IS AUTHORIZED TO OBLIGATE OR EXPEND ANY AMOUNT UNDER THE CONTRACT OR CONTRACT DOCUMENTS UNLESS SUCH AMOUNT HAS BEEN APPROVED, IS LAWFULLY AVAILABLE AND APPROPRIATED BY ACT OF CONGRESS.**

**Section 13.16 Termination for Default.** The Department may terminate the Contract for default if the Builder fails materially to perform any of its duties or obligations under the Contract. The Department must provide the Builder with written notice of its intent to terminate the Contract under this provision seven (7) days before actually putting the termination into effect. If the Builder has begun its curative action and has made progress satisfactory to the Department within the seven days, the Department may so notify the Builder and the termination will not take effect. Otherwise, the termination shall take effect after seven days without further notice or opportunity to cure.

**Section 13.17 Termination for Convenience** The Department may, upon seven (7) days written notice to the Builder, terminate the Contract in whole or specified part, for its convenience, whether the Builder is in breach of Contract or not. The notice of termination shall state the effective date of termination, the extent of the termination, and any specific instructions. The Builder shall be entitled to receive only the following with respect to the terminated portion of the Project: (1) Cost of Work performed up to the date of termination; (2) reasonable costs of terminating outstanding subcontracts and supply agreements and other similar wind-up costs in a reasonable amount; (3) a fair and reasonable portion of the overhead and profit attributable to the Work performed on the terminated portion of the Project, up to the time of termination. In the event of a termination for convenience, the Builder shall not be entitled to profit on unperformed elements of the Work.

**Section 13.18 Anti-Competitive Practices and Anti-Kickback Provisions.**

**Section 13.18.1** The Builder recognizes the need for markets to operate competitively and shall observe and shall comply with all applicable law, rules, and regulations prohibiting anti-competitive practices. The Builder shall not engage, directly or indirectly, in collusion or other anti-competitive practices that reduces or eliminates competition or restrains trade. The Department shall report to the appropriate authority any activity that evidences a violation of the antitrust laws, and take such other further action to which it is entitled or obligated under the law.

**Section 13.18.2** The Builder shall observe and comply with all applicable law, rules, and regulations prohibiting kickbacks and, without limiting the foregoing, Builder shall not (i) provide or attempt to provide or offer to provide any kickback; (ii) solicit, accept, or attempt to accept any kickback; or (iii) include, directly or indirectly, the amount of any kickback in the

contract price charged by Builder or a Subcontractor of the Builder to the Department. The Builder shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in this subparagraph in its own operations and direct business relationships. The Department may take any recourse available to it under the law for violations of this anti-kickback provision.

**Section 13.18.3** The Builder represents and warrants that it did not, directly or indirectly, engage in any collusive or other anti-competitive behavior in connection with the bid, negotiation or award of the Contract.

**Section 13.19 Ethical Standards for the Department’s Employees and Former Employees.**

**Section 13.19.1** The Department expects the Builder to observe the highest ethical standards and to comply with all applicable law, rules, and regulations governing ethical conduct or conflicts of interest. Neither the Builder, nor any person associated with the Builder, shall provide (or seek reimbursement for) any gift, gratuity, favor, entertainment, loan or other thing of value to any employee of the District or the Department not in conformity with applicable law, rules or regulations. The Builder shall not engage the services of any person or persons in the employment of the Department or the District for any Work required, contemplated or performed under the Contract. The Builder may not assign to any former Department or District employee or agent who has joined the Builder’s firm any matter on which the former employee, while in the employ of the Department, had material or substantial involvement in the matter. The Builder may request a waiver to permit the assignment of such matters to former Department personnel on a case-by-case basis. The Builder shall include in every subcontract a provision substantially similar to this section so that such provisions shall be binding upon each Subcontractor or vendor.

**Section 13.20 Gratuities and Officers Not To Benefit Provisions.**

**Section 13.20.1** If it is found, after notice and hearing, by the Department that gratuities (in the form of entertainment, gifts, payment, offers of employment or otherwise) were offered or given by the Builder, or any agent or representative of the Builder, to any official, employee or agent of the Department or the District with a view toward securing the Contract or any other contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of the Contract, the Department may, by written notice to the Builder, terminate the right of the Builder to proceed under the Contract and may pursue such other rights and remedies provided by law and under the Contract.

**Section 13.20.2** In the event the Contract is terminated as provided in Section 13.20.1, the Department shall be entitled:

- .1 to pursue the same remedies against the Builder as it could pursue in the event of a breach of the Contract by the Builder; and

- .2 as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Department) which shall be not less than ten times the costs incurred by the Builder in providing any such gratuities to any such officer or employee.

**Section 13.20.3** No member of, nor delegate to Congress, Mayor or City Council Member, nor officer nor employee of the District, nor officer nor employee of the Department shall be admitted to any share or part of the Contract or to any benefit that may arise therefrom, and all agreements entered into by the authorized representative of the Department in which he or any officer or employee of the Department shall be personally interested as well as all agreements made by the Department in which the Mayor or City Council Member or officer or employee of the District shall be personally interested shall be void and no payments shall be made on any such contracts by the Department or by any officer thereof; but this provision shall not be construed or extend to the agreement if the share of or benefit to the member of, or delegate to Congress, Mayor or City Council Member, or officer or employee of the District is de minimus.

**Section 13.21 Covenant Against Contingent Fees Provisions.**

**Section 13.21.1** The Builder 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 Builder for the purpose of securing business. For breach or violation of this warranty, the Department shall have the right to terminate the Contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of the Department, percentage, brokerage of contingent fee.

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

**Section 13.23 Warranties and Representations**

**Section 13.23.1** All disclosures, representations, warranties, and certifications the Builder makes in its proposal in response to the RFP shall remain binding and in effect throughout the term of the Contract. The Builder reaffirms that all such disclosures, representations, warranties, and certifications are true and correct.

**Section 13.23.2** If any disclosure, representation, warranty or certification the Builder has made or makes pursuant to the RFP or the Contract, including, without limitation, representations concerning the Builder's construction or design experience and qualifications, claims or litigation history or financial condition, is materially inaccurate, that shall constitute a material breach of the Contract, entitling the Department to all available remedies.

**Section 13.23.3** The terms and conditions of Section 13.23 shall apply during both the Preconstruction and Construction and Design Management Phases.

**Section 13.24 Responsibility for Agents and Contractors.** At all times and during both the Preconstruction and Construction Phases, the Builder shall be responsible to the Department for any and all acts and omissions of the Builder's agents, employees, Subcontractors, Sub-Subcontractors, material suppliers, and laborers, and the agents and employees of the Subcontractors, Sub-Subcontractors, material suppliers, and laborers performing or supplying Work in connection with the Project. This Section 13.24 shall apply during both the Preconstruction and Construction Phases.

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

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**[COMPANY NAME]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Sherwood Recreation Center Narrative Scope of Work, Aerial Site Image, Play Equipment Requirements, and DPR Site Amenity Standards**



GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES

STATEMENT OF WORK FOR DESIGN/BUILD SERVICES  
AT SHERWOOD RECREATION CENTER  
LOCATED AT  
640 10TH STREET, NE, WASHINGTON DC 20002

**1. DESCRIPTION OF PROJECT**

The District of Columbia Department of General Services (“Office” or “DGS”) seeks a Design-Build Contractor (“Design-Builder”) for implementing of a new playground and a low impact development parking lot at Sherwood Recreation Center and Goding Elementary School. The Sherwood Recreation Center is adjacent to the School-Within-School (SWS) at Goding Elementary School.

The new play space will be a shared space between Sherwood Recreation Center and the School-Within-School at Goding Elementary School. The space will need to accommodate the recreational interests of the community as well as the needs of the school. The District desires a space with the ability to plan and offer supervised and unsupervised programming for residents of all ages that improves the visual appearance of the site, thereby enhancing the overall usability and community interaction with the recreation center and existing outdoor recreation amenities. DGS will issue a design-build contract for the proposed scope of work.

Over the last few weeks, DGS and DPR vetted design options with the community for the site. The rendered site plan shown in the attached exhibit synthesizes the ideas and desires expressed by the community and the School-Within-School at Goding Elementary School, and it is this design that DGS seeks to develop into a new playground.

**2. LOCATION**

Sherwood Recreation Center is located at 640 10th Street NE, in Ward 6. An aerial image of the site is attached as Attachment A.

**3. SCOPE OF WORK**

The Department of General Services (“Office” or “DGS”) plans to deliver this project through a design-build delivery method. A narrative for the scope of work is listed in the sections below. If deviations or conflicts arise from what is referenced in the program requirements/scope of work and field conditions, the Design-Builder shall submit a request for clarification.

Please find enclosed a concept design drawing (Attachment B) for the playground. The Design-Builder should include an allowance of \$250,000 for the playground equipment **ONLY**. Freight and installation costs are the responsibility of the Design-Builder and should be accounted for in their project costs and are not part of the allowance. This allowance will be verified by Owner at the end of the project and any monies not used towards the playground equipment will be put towards the project.

DGS requires the Design-Builder to hire a Landscape Architect and all required design partners to further develop the concept design drawings for DGS approval. In addition, DGS requires the Design-Builder to retain services of a certified Arborist for the project. During the Construction

Phase, the Design-Builder will implement the approved drawings, providing all labor, materials, equipment, supervision and other services as may be necessary to accomplish this task. All amenities and access to all amenities must meet or exceed all ADA accessibility standards, specifically the entrances to the playground areas.

#### **4. DESCRIPTION OF WORK**

The Design-Builder shall provide all necessary services including: supervision, labor, equipment and materials as required to achieve the work as described in the document and the drawings. Please refer to Attachment B for additional information.

##### **A. Geotechnical Study**

Design-Builder shall conduct a geotechnical study to determine soil and subsurface engineering properties and suitability for the proposed design and to make appropriate recommendations to DGS. Design-Builder shall present all findings in a report to DGS within thirty (30) days of Notice to Proceed.

##### **B. Site Survey**

The Design-Builder shall conduct site surveys of the site as required to successfully construct the park. The Design-Builder shall be responsible for the collection, assessment and verification of existing conditions. Owner will provide boundary and topographical survey information to the Design-Builder.

##### **C. Archeological Documentation**

The District of Columbia State Historic Preservation Office (DC SHPO) has determined that a Phase I archeological survey is not required for this site.

##### **D. Site Work**

###### **1. Erosion and Sediment Control**

Furnish and install sediment and erosion control measures inclusive of but not limited to silt fencing and stabilized construction entrances for the project area as required by DDOE regulations. The Design-Builder shall be responsible for the maintenance of the erosion control measures during the entire construction period.

###### **2. Stormwater Management**

The Design-Builder shall furnish and install adequate stormwater management for the site as per the most current DDOE regulations (<http://ddoe.dc.gov/swregs>).

- Furnish and install a bio swale at the northwest boundary of the Sherwood Recreation Center parking lot.
- Furnish and install a dry creek bed and rain garden as depicted in the conceptual plan in the northwest corner of the playground area.

###### **3. Pathways, Walkways, & Miscellaneous Concrete**

Furnish and install the following pathways and walkways:

- New concrete entryway off of 10<sup>th</sup> Street, NE as depicted in the conceptual site plan. This pathway leads to the analemmatic sundial.
- Stamped concrete at the analemmatic sundial as depicted in the conceptual site plan
- New concrete sidewalk at the north boundary of the Sherwood Recreation Center parking as depicted in the conceptual site plan
- Flagstone paths as depicted in the conceptual site plan

- Stone dust at the amphitheater as depicted in the conceptual site plan
- Stamped concrete at the SWS entrance to the playground as depicted in the conceptual site plan
- Painted asphalt at the east boundary of the SWS parking lot as depicted in the conceptual site plan
- 6" concrete curb to capture runoff at the north and west boundaries of the Sherwood parking lot, as depicted in the conceptual site plan
- Furnish and install reinforced concrete pad at new the trash enclosure. The pad is to at a minimum a 10'x10' square and be 6" thick with #4 rebar 12"O.C. each way.
- Furnish and install bollards at the trash enclosure.
- Furnish and install 2 poured-in-place bi-level concrete seats walls in the amphitheater, size 12"-24" H x 14" W.
- Furnish and install 4 poured-in-place concrete seat wall seats around the playground perimeter as depicted in the conceptual site plan.
- Repair spalling concrete retaining wall at entrance ramp to the SWS parking lot. Repair area is approximately 12 square feet.

#### **4. Asphalt Milling and Striping**

- Mill (2"), repave and restripe the existing Sherwood Recreation Center parking lot to maximize the number of spaces allowable per applicable code as shown in the conceptual drawing. There must be (1) one ADA accessible parking space. Furnish and install concrete wheel stops as depicted on the conceptual site plan. Furnish and install pole mounted ADA parking space sign at the Sherwood parking lot.
- Mill (2"), repave and restripe the existing SWS Staff parking lot to maximize the number of spaces allowable per applicable code as shown in the conceptual drawing. There must be (1) one ADA accessible parking space. Furnish and install concrete wheel stops as depicted on the conceptual site plan. Furnish and install building mounted ADA parking space sign at the SWS parking lot.

#### **5. Other site features**

- Furnish and install a 6' foot bridge to provide access to the basketball court as depicted in the conceptual plan.
- Furnish and install an 8' foot bridge to provide access to the playground from the track as depicted in the conceptual plan.
- Furnish and install school arches along the south entrance walkway as depicted in the conceptual plan.
- Furnish and install entrance arches at the 10<sup>th</sup> Street entrance as depicted in the conceptual plan.
- Furnish and install trash enclosure to house existing DPR dumpster and recycling receptacles as depicted in the conceptual plan.
- Furnish and install the following environmental education features: birdhouse; outdoor thermometer (fence-mounted); and outdoor rain gauge (fence-mounted).

#### **E. Play Ground Equipment and Safety Surfacing**

The Design-Builder shall furnish and install the following playground equipment and safety surfacing as per the conceptual plan and approved by DGS:

- Dismantle and remove existing School-Within-School play equipment and safety surface following the installation and turnover of the new playground.

- Furnish and install new playground equipment for 2-5 year olds and 5-12 year olds per the conceptual drawing utilizing the \$250,000 allowance for playground equipment **ONLY**. Playground equipment should also include an omni spinner, weather vane tower, Geonetrix, log steppers, Sway Fun Glider, Weeoves, Oodle Swing, and playhouse as shown per the concept drawing; final play equipment choices and colors to be approved by DPR. Freight and installation costs are the responsibility of the Design-Builder and should be accounted for in their project costs and are not part of the allowance. This allowance will be verified by Owner at the end of the project and any monies not used towards the playground equipment will be put towards the project.
- Furnish and install a two (2) bay toddler swing set with one toddler bucket swing and one ADA swing.
- Furnish and install approximately 5600 square feet poured in place PebbleFlex safety surfacing in the playground areas as shown on the conceptual plan. Color shall be chosen by Project Manager from a range of color by the manufacturer. Poured in place rubber should be contiguous between play equipment.
- Furnish and install 2 shade structures as shown on the conceptual plan.
- Furnish and install poured in place PebbleFlex safety surfaced play mound with an ADA accessible route as shown in the conceptual plan. The area of the mound is approximately 1400 square feet.
- Furnish and install contrabass chimes, flying amadinda and tuned drums near the flagstone path as depicted in the conceptual plan.

#### **F. Fencing and Gates**

- Furnish and install six foot (6') ornamental fencing matching the existing to enclose the playground as depicted on the conceptual site plan.
- Furnish and install two - four (4') wide ornamental fencing gate openings along the fence line as shown on the conceptual plan.
- Furnish and install automatic locking hardware at the (2) newly installed entry points to the playground (Attachment C)
- Relocate existing gate opening for basketball to location shown on the conceptual drawings.

#### **G. Site Electric**

- The Design-Builder shall salvage and relocate (2) two existing parking lot light fixtures per the conceptual plan. The new locations will be identified by the Project Manager. A photometric study of the park shall be completed and submitted to the Project Manager.
- The Design-Builder shall furnish and install a conduit, wiring and electrical service to power the automatic gate hardware.

#### **H. Park Signage**

The Design-Builder shall furnish and install the following signage as per the signage standards provided by DPR (Attachment D). Locations of signage to be determined by DPR.

- (1) – Playground Sign, 2- 5 years old, Post Mounted
- (1) – Playground Sign, 5-12 years old, Post Mounted
- (2) – Playground Sign, All Playground Rules, Fence Mounted
- (2) – No Smoking Sign, Fence Mounted
- (1) – Park Guidelines Sign, Post Mounted

- (1) – Park Closes at Dark Sign
- (1) – Park Identification Sign, Post Mounted

## **I. Site Furnishings**

The Design-Builder shall furnish and install the following site furnishings as per the DPR standards or Victor Stanley equivalent (Attachment E). Locations of furnishings shall mimic the conceptual plan and/or be determined by DPR:

- Furnish and install (2) two seating benches with middle armrest, as per DPR standards or Victor Stanley equivalent.
- Furnish and install (2) two black trash receptacles and two (2) blue recycle receptacles as per DPR standards or Victory Stanley equivalent.
- Furnish and install one (1) drinking fountain (ADA and freeze proof and with spigot) as per DPR standards. Drinking fountain shall have an independent shutoff valve.
- Furnish and install two (2) bike racks as using LSI, Dumor or Victor Stanley equivalent.
- Furnish and install (4) four break away basketball hoops as depicted in the conceptual plan on the existing basketball court.

## **J. Landscape Features**

The new playground for Sherwood Recreation Center Playground is intended to be a lush, varied landscape where children can explore with all senses, interact with rainwater, observe native wildlife, and follow seasonal changes. Plantings shall fully support the project's goals to provide natural play spaces and an outdoor learning environment.

### **Plant Selection and Installation**

Species shall be native to the region and specifically selected for the conditions of the selected area. Under no circumstances shall plants listed as invasive anywhere within the mid-Atlantic region be utilized. Variety of species across the site is encouraged and large masses of single species within an area should be avoided. Plants with interesting sensory features, such as unique texture, scent, auditory features (such as seed pods that rattle), and variety of colors are encouraged, and should be located to allow for easy access by the children. A mixture of evergreen and deciduous species should be used to provide good structure within the landscape as well as seasonal interest. Maintenance of the playground safety surface should be considered when selecting adjacent trees, to avoid excessive litter from seedpods, nuts, etc.

Plants shall be spaced appropriately to account for the anticipated mature size and to provide an overall lush aesthetic within 3 years from time of installation. Mature size should be taken into consideration when creating the layout plan to locate shorter plants in front of larger plants.

- The Design-Builder shall remove existing trees as depicted in the conceptual drawing.
- Furnish and install ornamental and shade trees along the perimeter of the playground, depicted in the concept drawing.
- Furnish and install a plantation of a different species adapted to survive in the rain garden area as depicted in the conceptual drawing. Reference the attached Plant Pool which covers overall character, plant selection and installation, safety and suggested plant pool. All plant selections are to be approved by the Project Manager.
- Furnish and install gentle sloping mounds throughout the 10<sup>th</sup> Street meadow walk entrance.

- Furnish and install boulders of varying sizes, to be approved by DPR, throughout the planting areas as depicted in the conceptual drawing. The boulders to vary in size between approximately 18”l x18”w x10”h and 30”l x 24”w x 20”h.
- Furnish and install connection to add a new zone to the existing irrigation system that services the new landscaping features associated with the playground. DPR’s Standard Irrigation Specifications are attached hereto as Attachment F.

## **5. EXECUTION**

The Design-Builder shall provide all necessary services, labor, equipment and materials as required achieving the work as described in this document.

### **A. Meetings**

The Design-Builder, Project Manager and the Department of Recreation representative shall meet as necessary to review the Design-Builder’s work. In addition the Design-Builder shall meet up to two (2) times with the community to discuss the construction project. Upon the commencement of construction, the Design Builder will meet with DPR and DGS Project Manager onsite once a week for project update walk-throughs. The Design-Builder shall provide the Project Manager meeting minutes of this weekly on-site construction meeting.

### **B. Collection Assessment and Verification of Existing Conditions**

The Design-Builder shall be responsible for the collection assessment and verification of existing conditions.

### **C. Coordination**

Coordination of the work is the responsibility of Design-Builder. Coordinating with all agencies and utility providers, including Miss Utility (800) 257-7777 at least two business days prior to digging.

### **D. Site Cleanliness**

During the contract and/or as directed by the Project Manager, as the installation is completed, Design-Builder shall ensure that the site is clear of all extraneous materials, rubbish or debris. Access to the existing Sherwood dumpster and the SWS dumpster must be maintained during the duration of construction.

### **E. Site Security**

Design-Builder shall secure the project work area by a minimum 6’-0” chain link fence. Design-Builder shall ensure site is locked during non-work hours and absences from the site during working hours.

### **F. Protection of Existing Elements**

Design-Builder shall protect all existing features, public utilities and other existing structures during construction. Design-Builder shall protect existing trees and shrubs from damage during construction. Protection shall extend to the root systems of existing vegetation. Design-Builder shall not store materials or equipment, or drive machinery, within drip line of existing trees and shrubs. No vehicles are allowed to park on the existing track or track infield.

### **G. Tree protection**

Install construction fencing to protect all existing trees to remain during construction. Carefully remove sections of asphalt or surfacing surrounding trees located in the playground under a supervision of an Arborist. Air-spade/aerate and inject growth inhibitors into the root structure to prevent damage to new asphalt surfaces/play area. Place a layer of top-soil above the roots and mulch on top. (See Attachment G).

### **H. Damage by Design-Builder**

The Design-Builder is responsible for the replacement, repair or patch of any exiting surfaces or materials damaged during construction by own or subcontractors crews.

### **I. Permits**

The Design-Builder shall obtain ALL permits necessary to construct the playground, including, but not limited to CFA, ANC, DDOE and all trade permits. The Design-Builder will be reimbursed for the cost of the building permit only.

### **J. Submittals**

Design-Builder shall submit to the Project Manager for review and approval all shop drawings, material data and samples provided by Design-Builder, vendors and/or manufacturers. The Design-Builder shall submit a submittal log to the Project Manager within five (5) business days of the Notice to Proceed. The Project Manager shall review and approve or reject submittals within five (5) business days of receipt from the Design-Builder.

### **K. Construction Schedule**

Design-Builder shall submit to the Project Manager for review and approval a construction schedule within ten (10) business days of Notice to Proceed. The project is to be substantially complete by August 2, 2014.

### **L. Construction**

Design-Builder shall provide all labor, equipment and materials as required to construct the park, including but not limited to:

- Layout and staking;
- Erosion and sediment control;
- Site clearing (e.g., demolition, clearing and grubbing as necessary, topsoil stripping and stockpiling as necessary);
- Earthwork (e.g., cut, fill, trenching, rough grading, finish grading);
- Utility installation, including electric, water, and storm-water management required by the District Department of the Environment;
- Paving and/or surfacing;
- Furnishings and installation (e.g., benches, fences and gates, litter receptacles)

### **M. Testing and Inspections**

The Design-Builder is required to provide all testing and inspections on items installed per the construction drawings for the Owner to verify conformance. The Design-Builder shall provide results to the Project Manager for review. Any materials or work installed and found to be inferior, subpar, and/or deficient shall be replaced by the Design-Builder at their cost.

## **N. Walk-Through Inspection**

At the achievement of Substantial Completion, the Project Manager shall perform a walk-through inspection in the presence of the Design-Builder. The Design-Builder shall prepare a written report stating any deficiencies found during the walk through, identify the responsible parties, and ensure that all the deficiencies are corrected by the Design-Builder prior to demobilization. The Design-Builder shall not demobilize from the site until receiving written notice, in writing, from the Project Manager the deficiencies have been corrected to the Project Manager's satisfaction.

## **O. As-Built Drawings, Operation & Maintenance & Warranty Information**

The Design-Builder shall prepare one (1) full size drawings, two (2) half size drawings and four (4) electronic copies of the "As-Built" plans of the site, including all the modifications performed during construction, and submit to the Project Manager within thirty (30) days after reaching Substantial Completion. The Design-Builder shall also submit O&M's and Warranty information on all installed products, materials and workmanship within thirty (30) days after reaching Substantial Completion. The Design-Builder shall submit four (4) hard copies and four (4) electronic copies of each: Operation & Maintenance Manuals and Warranty Information to the Project Manager.

## **6. PERIOD OF PERFORMANCE**

The Design-Builder shall have until August 2, 2014 from issuance of the Notice to Proceed to reach Substantial Completion.

### **A. Construction Add Alternates**

**Add Alternate #1:** Remove existing sidewalk adjacent to SWS and replace with ADA accessible concrete ramp including handrail.

**Add Alternate #2:** Remove and replace in-kind, the existing chain link fence fabric at the perimeter of the basketball court.

**Add Alternate #3:** Demo and replace the existing basketball goals with the DPR standard.

**Add Alternate #4:** The Design – Builder shall deduct the cost of PebbleFlex and instead Furnish and install a 50/50 EPDM for the poured in place safety surfacing at the playground.

**Add Alternate #5:** New decorative entryway off of 10<sup>th</sup> Street, NE, composed of decorative concrete should be used for the entryway and the analemmatic sundial; stone dust should be used on the remainder of the walkway

**Add Alternate #6:** Furnish and install plant identification signs along "meadow walk" and dry creek bed.

**Add Alternate #7:** Furnish and install interpretive sign at the rain garden and dry creek bed by the basketball court entrance; text to be developed and approved by DPR.

**Add Alternate #8:** Furnish and install one additional automatic locking gate at the entrance to the Sherwood Recreation Center site from the 10<sup>th</sup> Street NE entrance.

**Add Alternate #9:** Furnish and install a semi-circle bench on the southern side of the existing tree as shown on the conceptual plan as “curved bench around existing tree.”

**Add Alternate #10:** Furnish and Install 6-8” concrete curbing between plantings and play surface around the perimeter of the play area.

**Add Alternate #11:** Furnish and install metal (not wire) landscaping fencing around perimeter of the play area between plantings and play surface.

## **ATTACHMENTS**

The following documents are hereby attached/incorporated into this Statement of Work:

Attachment A - Site Plan

Attachment B - Conceptual Plan

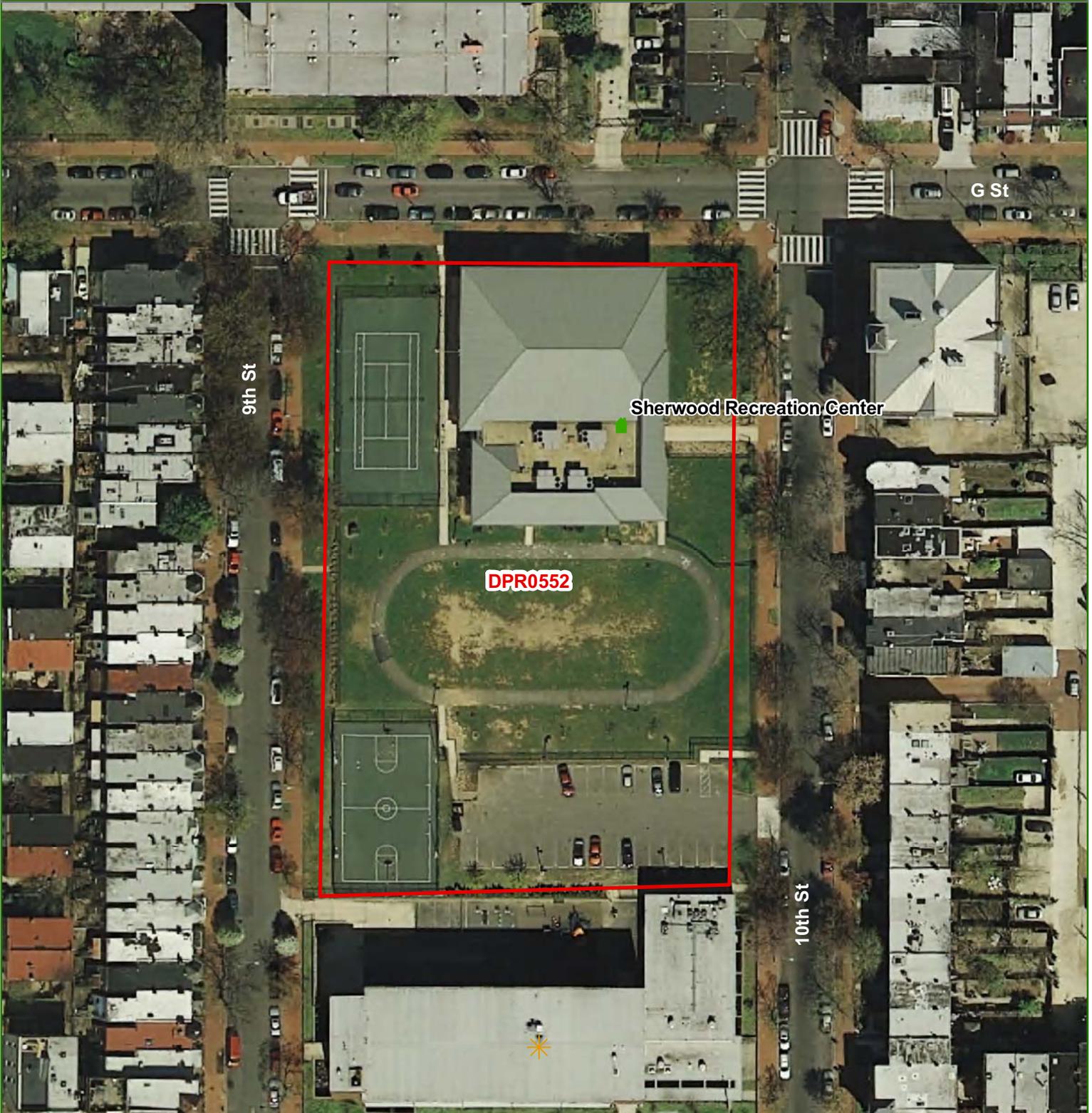
Attachment C – Electronic Gate Lock

Attachment D - DPR Standard Signage

Attachment E - DPR Standard Site Furnishings

Attachment F - DPR Standard Irrigation Specifications

Attachment G – DPR Standard Tree Protection



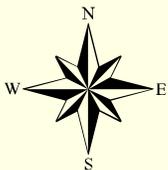
DPR0552

Sherwood Recreation Center

9th St

G St

10th St



0 35 70 140 Feet

-  Recreation Centers
-  Public Schools
-  DC Parks

Map: ORTHO\_Sherwood  
 Date: Jan 26, 2011  
 Data Source: OCTO GIS DPR  
 Photo Imagery: 2010 Orthophoto  
 Coordinate System: NAD 1983 StatePlane MD  
 Prepared by: DC Dept of Parks and Recreation

Information on this map is for illustration only. The user acknowledges and agrees that the use of this information is at the sole risk of the user. No endorsement, liability, or responsibility for information or opinions expressed are assumed or accepted by any agency of the District of Columbia Government.



## **Attachment B**

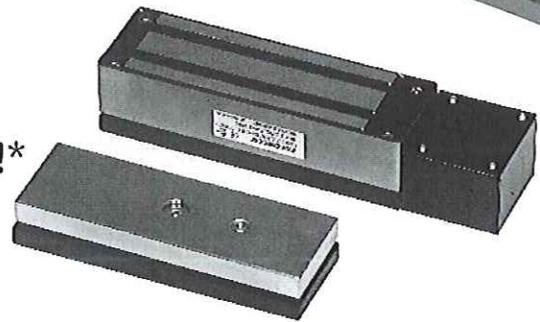
The concept design for Sherwood Recreation Center is available for download at:  
<https://leftwichlaw.box.com/shared/static/2ye60jneqkxbd25binjm.pdf>.

## ATTACHMENT C

### Electromagnetic Lock with Weldable Brackets for Gates

Now with **LIFETIME LIMITED WARRANTY!**\*

- ▶ Weld or Bolt to Gate
- ▶ 4 Knockouts on Junction Box
- ▶ Corrosion-Resistant Finish
- ▶ Water and Vandal Resistant



#### E-942FC-1K3SQ

Electromagnetic Lock with brackets for armature and magnet.

#### E-942FC-1300

Electromagnetic Lock only.

\*Contact SECO-LARM for details.  
Applies in U.S.A. & Canada only.

#### Features:

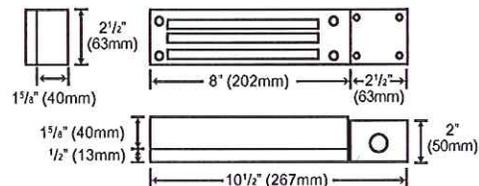
- ▶ For outdoor sliding and swinging electric gates.
- ▶ Brackets can be welded or bolted directly to gate.
- ▶ Brackets are zinc-plated for corrosion resistance.
- ▶ Brackets have black finish to match most gates.
- ▶ Lock is water and vandal resistant.
- ▶ Lock has attractive stainless-steel finish.
- ▶ Maintenance-free, factory-sealed design.
- ▶ Holding force - 1,300 pounds.
- ▶ Prewired for 12VDC operation.
- ▶ Adapter and mounting hardware included.

#### Technical Specifications:

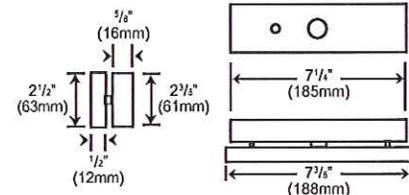
	E-942FC-1K3SQ
Operating Voltage	12VDC or 24VDC
Holding Force	1,300 lb. (591 kg)
Current Draw	500mA/12V, 250mA/24V
Weight (Approx.)	
Total	15.6 lbs. (7.1 kg)
Maglock & Armature	11 lbs. (5.0 kg)
Bracket	4.6 lbs. (2.1 kg)
Certifications	CE (magnetic lock only)

#### Dimensions:

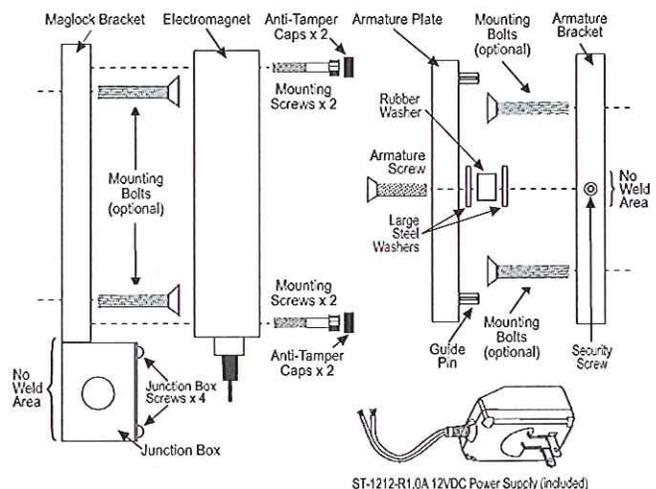
Magnetic lock and bracket



Armature Plate and Bracket



#### Installation:



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The SECO-LARM policy is one of continual development. For that reason, SECO-LARM reserves the right to change prices and specifications without notice. SECO-LARM is not responsible for misprints.

## GENERAL INFORMATION

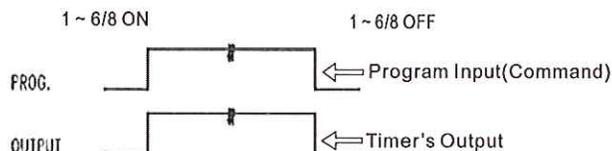
This Panel-Mount Digital Timer series can be produced for wide range of power supply sources, from 240Vac to 12Vdc, output format can be produced with either volt-free or volt-output.

Optional, either replaceable Lithium CR2032 or rechargeable V80H are equipped with Timer to provide programming memory backup.



TM-619-series

This Digital Timer is accurate to the minute, designed with either 6 or 8 ON/OFF(event) per day Graphic description, as below:



Also, it provides 15-combination of Daily-Programs which can leads great convenience to users upon choosing desired DAYS of WEEK.

1.	MO	TU	WE	TH	FR	SA	SU
2.	MO						
3.	TU						
4.		WE					
5.			TH				
6.				FR			
7.					SA		
8.						SU	
9.	MO	TU	WE	TH	FR		
10.						SA	SU
11.	MO	TU	WE	TH	FR	SA	
12.	MO	TU	WE				
13.				TH	FR	SA	
14.	MO		WE		FR		
15.		TU		TH		SA	

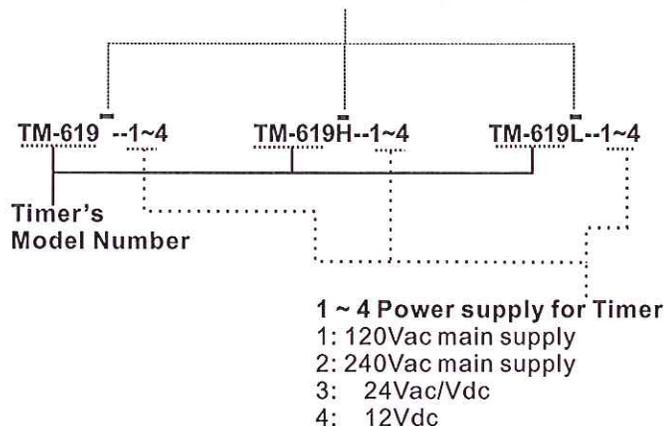
## DESCRIPTIONS TO MODEL CODE

Advise factory upon ordering, for requirements of 6 or 8 ON/OFF

12H or 24H clock format

Lithium CR2032 or Rechargeble V80H

- : Volt-Free contact, 250Vac/16Amp Rating
- H : Volt Output, 250Vac/20Amp Rating
- L : Volt Output, 250Vac/16Amp Rating



## PROGRAMMING THE TIMER #1

### A. Functional description to buttons on panel

1. **TIMER** : Programs review & setting programs
2. **MANUAL** : To select "ON,AUTO or OFF"
3. **CLOCK** : To adjust current DAY and TIME
4. **Day** : To adjust day of week
5. **HOUR** : To adjust Hour
6. **MIN** : To adjust minute
7. **⊗** : Reset Timer's setting
8. **LED** : To indicate ON/OFF status

Press **⊗** button to reset Timer before programming

### B. Adjusting CLOCK

Press and hold **CLOCK** and then press **DAY** key, **HOUR** key, **MIN** key respectively to adjust clock of Timer to accurate **DATE**, **HOUR**, **MINUTE**. In 12-Hour-Format, **PM** & **AM** shall appear on LCD screen. In 24-Hour-Format LCD screen shall indicate 0:00 ~23:59

### C. Start to programming the TIMER

1. Press **TIMER** key. LCD screen shall show

1 ON \_ \_ \_ \_

2. Press **DAY** key to select any of 15-combination of Daily-Programs to your application demand. Continuing to press **DAY** key, LCD shall alternating indicate among 15-combinations.

3. Press **HOUR** , **MIN** respectively to set desired Hour and Minute for 1<sup>ON</sup>

4. After finished setting of 1<sup>ON</sup>, Press **TIMER** key again, 1 OFF \_ \_ \_ \_ shall appear on LCD screen.

5. Press **DAY** key to select any of 15-combination of Daily-Programs to your application demand. Continuing to press **DAY** key, LCD shall alternating indicate among 15-combinations.

Day-combination chosen in each of ON/OFF program-period must be consistent.

6. Repeat Programming procedure "3" to set desired Hour & Minute for 1<sup>OFF</sup>

7. When finished setting 1<sup>ON</sup> & 1<sup>OFF</sup>, Press **TIMER**,

2 ON \_ \_ \_ \_ shall appear on LCD screen.

8. Repeat programming procedure above to complete rest of ON/OFF program-period(event)

1 ON \_ \_ \_ \_ ⇒ 2 OFF \_ \_ \_ \_ ⇒ ●●●●● 8 OFF \_ \_ \_ \_

or just to the desired number of ON/OFF(event) setting for demand of practicable application.

1 ON \_ \_ \_ \_ ⇒ 1 OFF \_ \_ \_ \_ ⇒ 2 ON \_ \_ \_ \_ ●●●●● 5 OFF \_ \_ \_ \_

9. When finished program-setting(event), press **CLOCK** , Timer shall start to execute programs.

### D. To review programs

Keep to press **TIMER** , display on LCD screen shall alternating display among each of 6 or 8 ON/OFF

### E. How to use OVERRIDE functions

619-programming-mode Timer is designed with 2 Override function, so as to widen its usage upon practicable application. Override function is effective only when Timer is running under AUTO mode.

**Temporary-Override** --- Follow procedure below:

**Condition-1** When Timer's output status is "ON" Pressing **MANUAL** key, to move indicator from "AUTO" to "OFF", Timer output shall turn to "OFF" status, programs overridden. Pressing **MANUAL** again to switch Timer status to "AUTO", Timer's output shall continue maintaining "OFF". Timer shall resume its automatic operation when next program(event) calls for "ON". (With next opposite set point).

**Condition-2** When Timer's output status is "OFF" Pressing **MANUAL** key, to move indicator from "AUTO" to "ON", timer output shall turn to "ON" status, programs overridden. Pressing **MANUAL** again to switch Timer status to "AUTO", Timer's output shall continue maintaining "ON". Timer shall resume its automatic operation when next program(event) calls for "OF". (Until next opposite set point)

**Random-Start-Up Override** – Press and hold **DAY** key and then press **MIN** key. There shall be a symbol  $\mu\mu$  shows on left corner of LCD screen, to indicate this Override in executing.

When this Override is being executed, the original programs will be stopped, and once every 10 to 120 minutes Timers shall automatically turn its output to "ON" status.

In practicable application which is applied to home-use, this Override function also called Anti-Burglar Override.

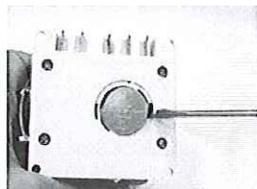
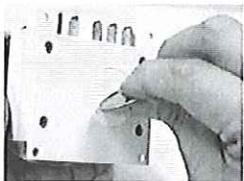
Once again to press and hold **DAY** key, and then press **MIN** key shall terminate this Override.

Remark:

1. For voltage and electrical RATING information, please refer to the markings on the back of timer.
2. See the back of timer for proper wire connections.
3. Timer may need to be connected to power source in order to set the program.

Follow graphic description below & Refer to section of **Descriptions to Model Code** on this instruction-sheet upon proceeding electrical wiring.

## HOW TO REPLACE BATTERIES



# ATTACHMENT D - SITE FURNISHINGS



model **3511FR**  
Pedestal-Mounted Drinking Fountain

## FEATURES & BENEFITS

### **BARRIER-FREE**

Barrier-free capabilities combined with its ease of use allows for a number of installation location possibilities.

### **BUBBLER HEAD**

Polished chrome-plated brass bubbler head with an integral basin shank and inserted roll pin adds vandal resistance strength to the design, and the shielded angled stream orifice produces a steady sanitary source of water.

### **GALVANIZED FINISH**

Tough galvanized coating is ideal for areas where rusting is an issue, and vandalism and graffiti could be present. Due to the galvanizing process, appearance will be a rough unfinished galvanized surface.

### **ALL-WEATHER CAPABILITIES**

Fully engineered system with the pneumatic operated freeze-resistant valve installed below frost line to drain water to non-freezing depth allowing fountain to function year-round. Assembly can be lifted to surface and lowered back into casing for easy maintenance without disturbing the fountain.

### **CONSTRUCTION**

Heavy-duty cast aluminum construction supports this elegant old-charm fountain, and it is finished with midnight black powder-coat paint.

### **PUSH BUTTON**

Polished chrome-plated push-button requires less than 5 lbs. (2.7 kg) of push force to activate.



## SPECIFICATIONS

Model 3511FR "Hi-Lo" barrier-free antique style pedestal drinking fountain shall include a heavy-duty cast aluminum pedestal with a black powder-coated finish, dual 18 gauge Type 304 Stainless Steel satin finish basins with integral swirl design, polished chrome-plated brass push-buttons, polished chrome-plated brass vandal-resistant bubbler heads, chrome-plated brass vandal-resistant waste strainer, integral mounting plate, and 1-1/2" O.D. tailpiece. REQUIRES MODEL 6518.2FR PRICED SEPARATELY.

## OPTIONS

To see all options for this model, visit [www.hawesco.com](http://www.hawesco.com)

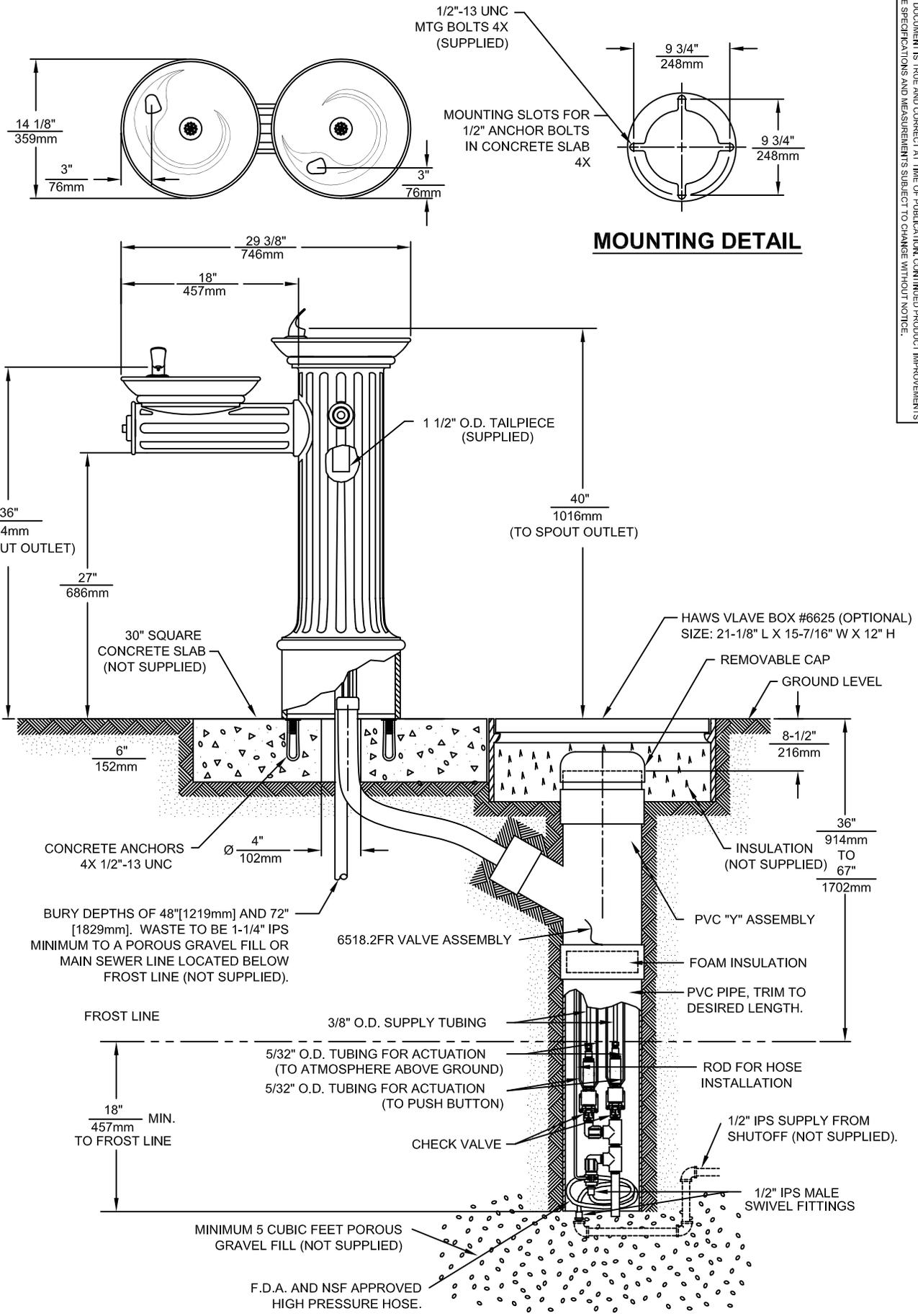
## APPLICATIONS

Outdoor architectural settings where an "old town" ambiance is present, the 3511FR will fit perfectly. Historic styled fountain with "up to date" components that provide performance really bring a traditional feel to any area that is historically designed. Powder-coated finish helps maintain the fountains overall appeal so it remains looking as it did when it was newly installed. This type of pedestal drinking fountain may also be placed in a variety of settings such as: parks, schools, and other outdoor environments around where the temperature may drop into freezing conditions.

Model meets all current Federal Regulations for the disabled including those in the Americans with Disabilities Act. Haws® manufactures drinking fountains and electric water coolers to be lead-free by all known definitions including NSF/ANSI Standard 61, Section 9, NSF/ANSI 372, California Proposition 65, and the Federal Safe Drinking Water Act. Product is compliant to California Health and Safety Code 116875 (AB 1953-2006).



THIS DOCUMENT IS TRUE AND CORRECT AT TIME OF PUBLICATION. CONTINUED PRODUCT IMPROVEMENTS MAKE SPECIFICATIONS AND MEASUREMENTS SUBJECT TO CHANGE WITHOUT NOTICE.

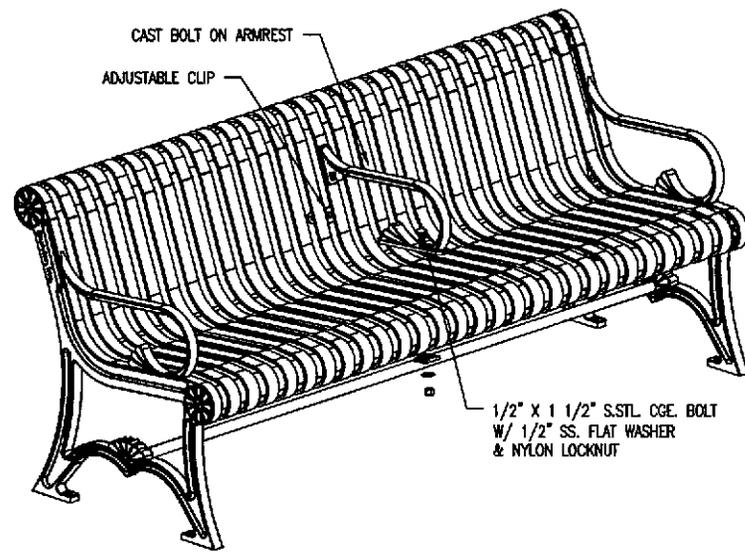
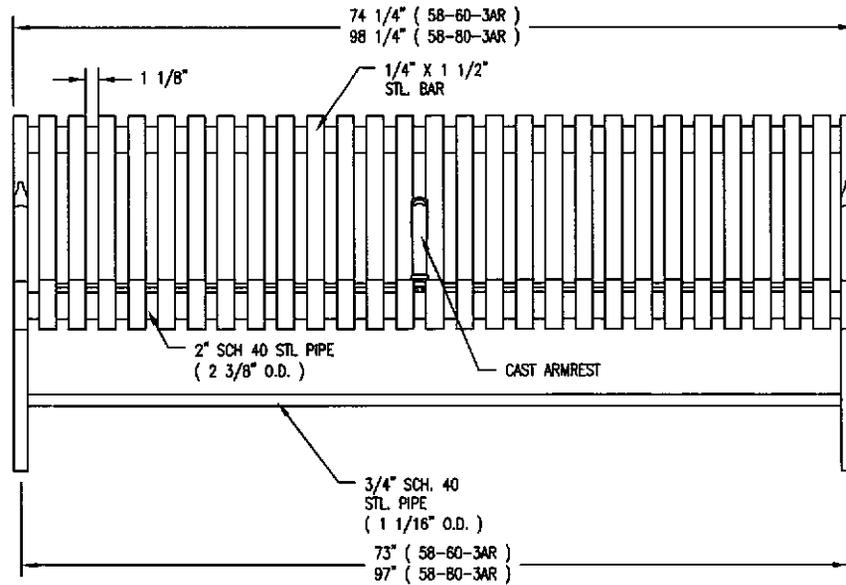
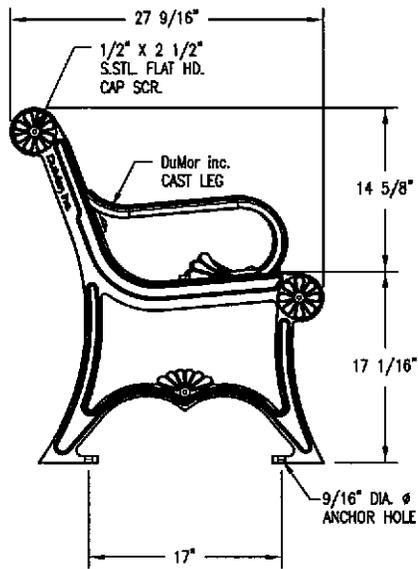


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EQN NO. 10859787  
 DRAWING NO. ENCL. 4177 HAWES  
 DATE: 05/08/00  
 P/N 3511FR  
 APPROVED: [Signature]  
 MODEL(S):  
 INFO FAX DOC #: 2351137  
 DRAWING TYPE: INSTALLATION/EXHIBIT  
 SIZE: A SHEET: 1 OF 1

SPARKS, NEVADA 89431  
 (775) 359-4712 FAX (775) 359-7424  
 E-MAIL: HAWES@HAWESCO.COM  
 WEBSITE: WWW.HAWESCO.COM



LENGTH OPTIONS

- 6' BENCH
- 8' BENCH

NOTES

- 1.) ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.
- 2.) 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED.
- 3.) CUSTOM LETTERING AVAILABLE FOR RECESSED SIDE PANELS ( TOTAL OF 37 SPACES )

- CUSTOM LETTERING ( 37 SPACES )

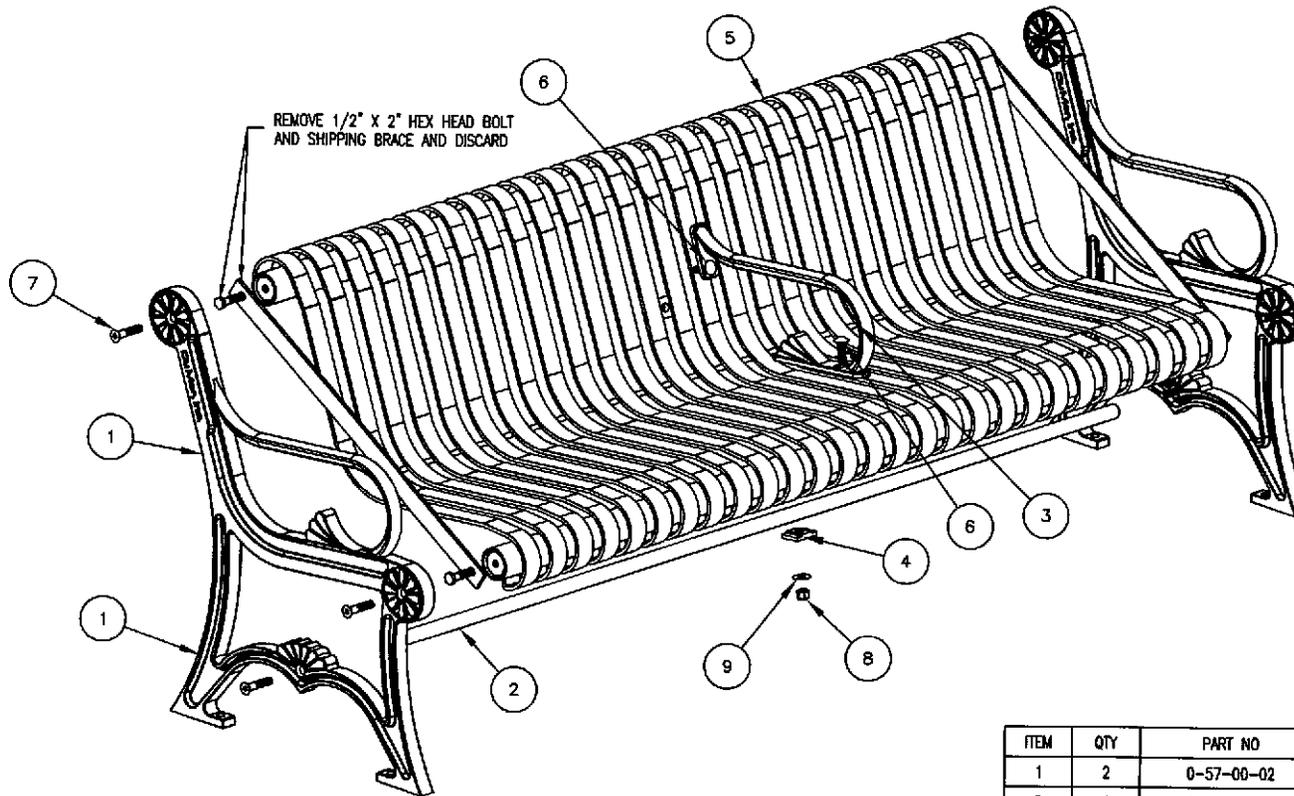
  
**DuMor, inc.**  
 P.O. Box 142 Mifflintown, PA 17059-0142

DATE DRAWN : 3/22/94  
 DRAWN BY : AWH  
 DATE REV. : 11/21/99  
 REV. BY : JSB

TITLE		BENCH	
REVISION	D	DRAWING NUMBER	58 SER-3AR SH1

**NOTES:**

- 1.) DURING ASSEMBLY DO NOT COMPLETELY TIGHTEN HARDWARE.
- 2.) THE ACTUAL PARTS WILL NOT BE NUMBERED, NUMBERS ONLY APPLY TO DRAWING.
- 3.) UPON COMPLETION OF BENCH ASSEMBLY, SQUARE ALL COMPONENTS THEN TIGHTEN ALL HARDWARE.



**KITS REQUIRED**

ITEM	QTY	PART NO	DESCRIPTION
10	1	K-ANC0860-4	1/2" X 3 3/4" SS ANCHOR KIT (4PC)
11	1	K-CG0824-2L	1/2" CGE BOLT HARDWARE KIT (2PC)
12	1	K-FC0840-6	1/2" CAP HARDWARE KIT (6PC)

ITEM	QTY	PART NO	DESCRIPTION
1	2	0-57-00-02	CAST IRON BENCH SUPPORT
2	1	0-57-60-04	71 3/4" PIPE BRACE
3	1	0-58-00AR-03	CAST IRON BOLT ON ARMREST
4	2	0-58-00AR-04	ARMREST BOLT CLIP MACHINED
5	1	0-58-60-01	6' STL SEAT
6	2	1-11-042	1/2" X 1 1/2" SS CGE BOLT
7	6	1-12-085	1/2" X 2 1/2" FLT SKT HD CAP SCR
8	2	1-20-015	1/2" SS NYLON LOCKNUT
9	2	1-22-015	1/2" SS FLAT WASHER

**DuMor, inc.**  
 P.O. Box 142 Mifflintown, PA 17059-0142

TOOLS REQ'D  
 3/4" WRENCH  
 5/16" ALLEN WRENCH  
 DRILL & 1/2" MASONRY DRILL BIT

DATE DRAWN : 11/21/99  
 DRAWN BY : JSB  
 DATE REV. :  
 REV. BY :

TITLE

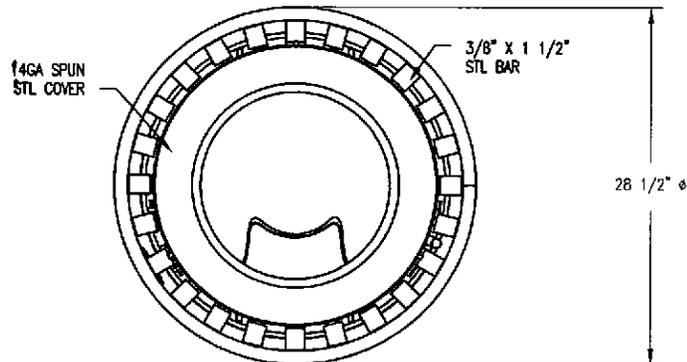
INSTALLATION

REVISION

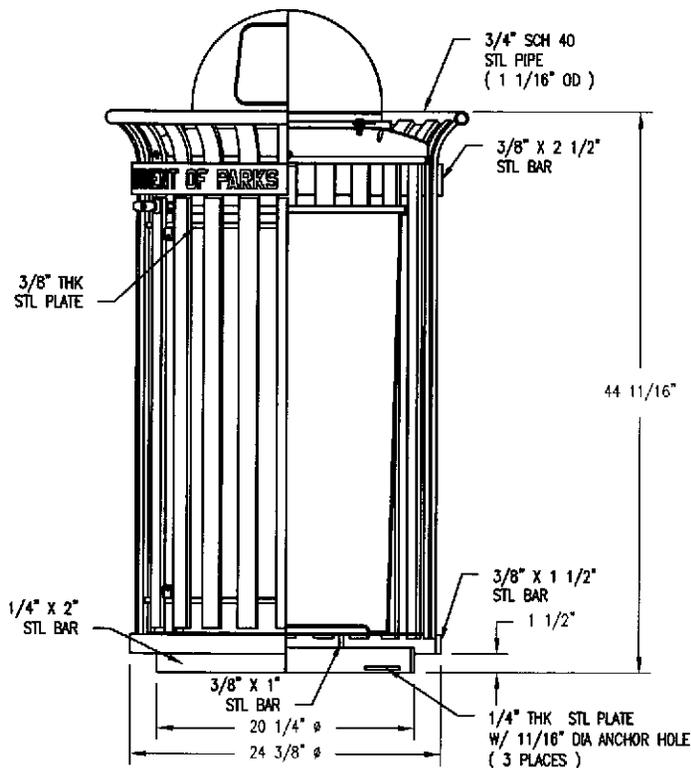
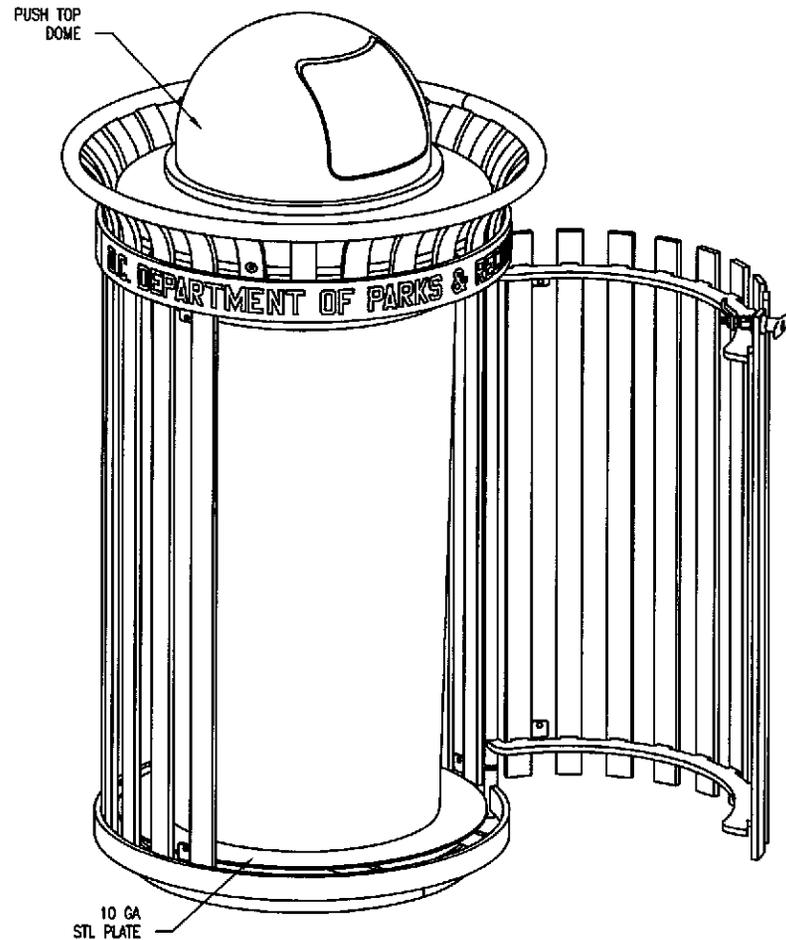
A

DRAWING NUMBER

58 SER-3AR SH2



28 1/2"  $\phi$



44 11/16"

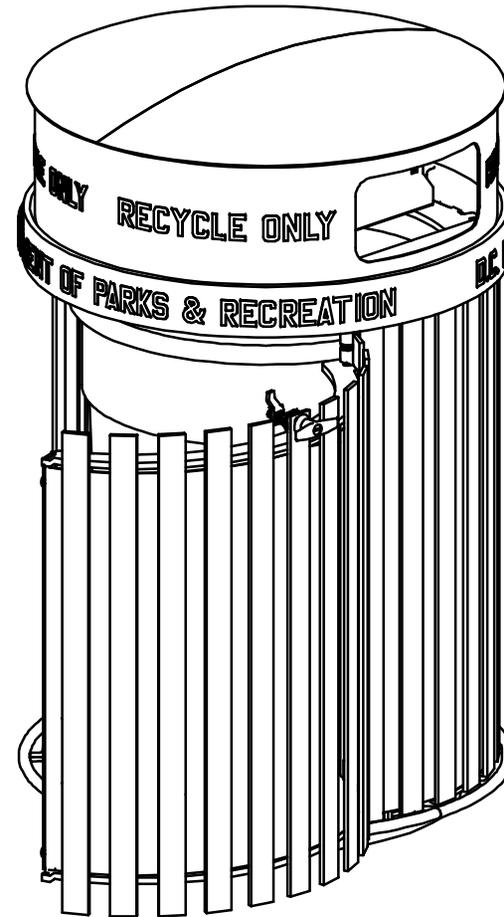
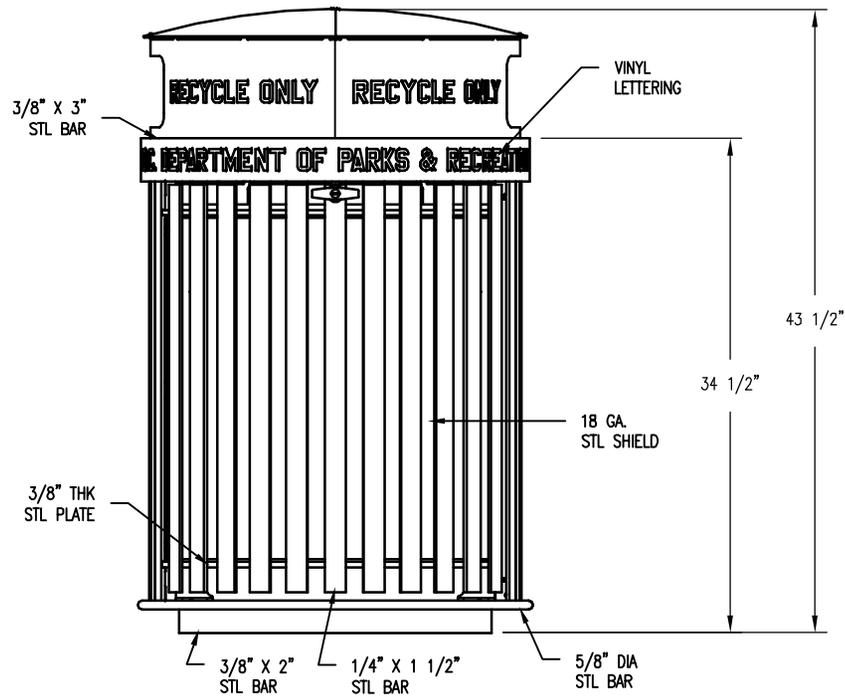
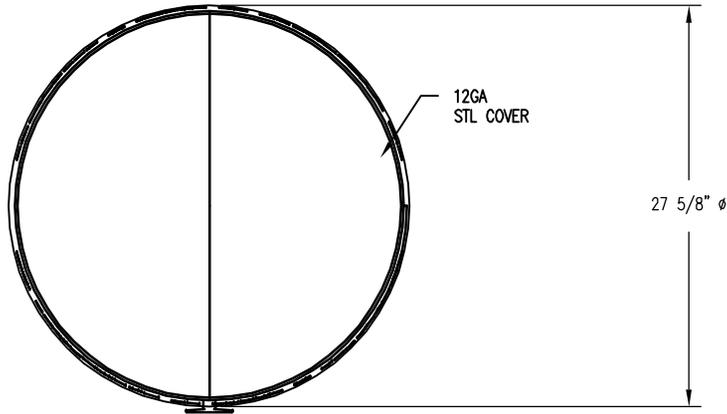
**NOTES:**

- 1.) ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.
- 2.) 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED.
- 3.) ALL WELDS CONT. THEN GROUND SMOOTH.
- 4.) RECEPTACLE FULLY ASSEMBLED AT FACTORY.

**DuMor, inc.**  
 P.O. Box 142 Mifflintown, PA 17059-0142

DATE DRAWN : 07/06/12	TITLE	
DRAWN BY : ESS	RECEPTACLE	
DATE REV. :	REVISION	DRAWING NUMBER
REV. BY :	A	438-32-0004-PT

Color- Blue



COVER NUMBERS

0-435-EC-0001 ((1) 5" X 10" OPENING)

0-435-EC-0001 ((1) 5" X 10" OPENING)

NOTES

- 1.) ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.
- 2.) 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED ( QTY 3 ).
- 3.) RECYCLING UNIT HINGE FOR REMOVAL OF 32 GAL LINER.

DuMor, inc.  
P.O. Box 142 Mifflintown, PA 17059-0142

DATE DRAWN : 05/20/13

DRAWN BY : RDH

DATE REV. :

REV. BY :

TITLE

RECYCLING UNIT

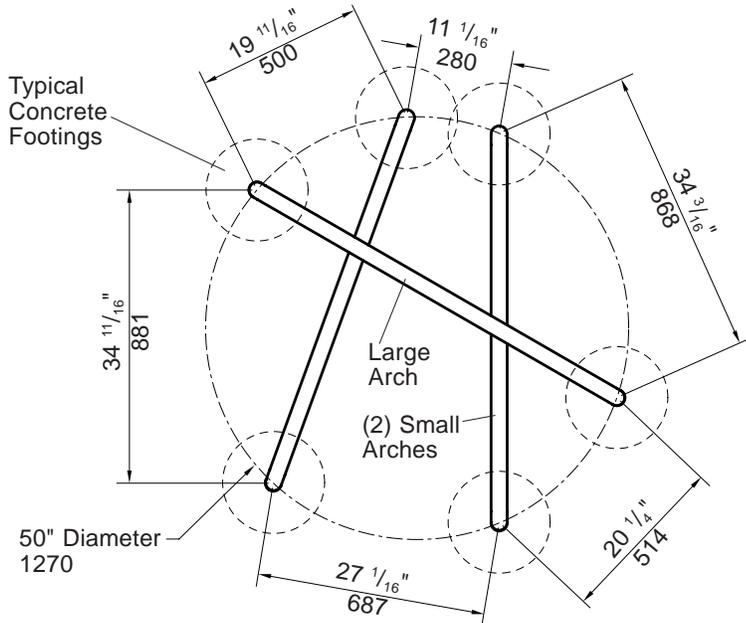
REVISION

A

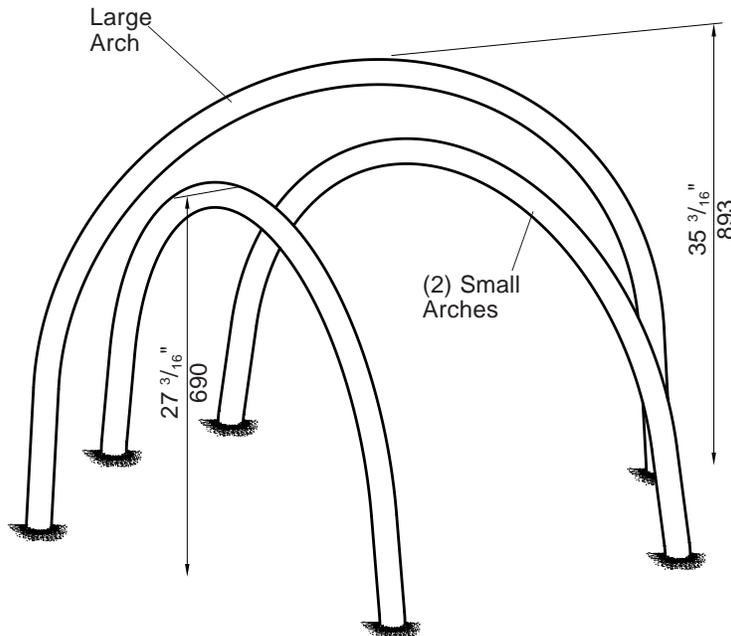
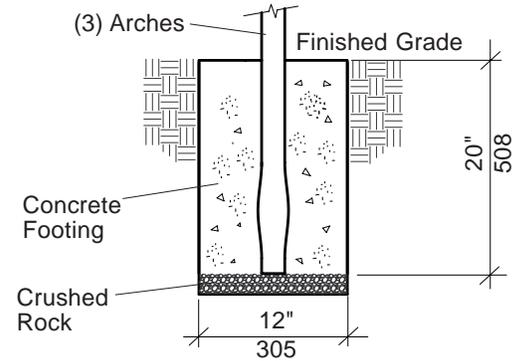
DRAWING  
NUMBER

437-32SH-0002-EC-0001

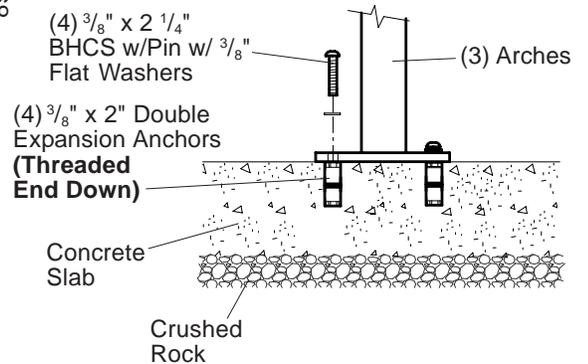
PLAN VIEW/FOOTING LAYOUT



DETAIL  
DIRECT BURY



DETAIL  
SURFACE MOUNT





# Site Furnishings 185653 Arches Bike Rack, Triple

J:\SPECS\188\18811000.P65

## Parts List

Part#	Description	Qty.
184127-00	Small Arch, SM, Specify Color .....	2
185475-00	Large Arch, SM, Specify Color .....	1
185516-00	Small Arch, DB, Specify Color .....	2
185515-00	Large Arch, DB, Specify Color .....	1
<b>188103-00</b>	<b>4-Hole (SM) Hardware Package .....</b>	<b>3</b>
100199-00	<sup>3</sup> / <sub>8</sub> " x 2 1/4" BHCS w/Pin, SST .....	12
187933-00	<sup>3</sup> / <sub>8</sub> " x 2" Double Expansion Anchor .....	12
100362-00	<sup>3</sup> / <sub>8</sub> " Flat Washer, SST .....	12

DB=Direct Bury  
SM=Surface Mount

## Specifications

**Arch :** Fabricated from formed 1.900" (48,26 mm) O.D. RS20 (.090"-.100") (2,28 mm-2,54 mm) galvanized steel tubing. Finish: ProShield®, color specified.

**Installation Time:** Approx. 2 1/2 man hours (DB)  
Approx. 1 man hour (SM)

**Concrete Req.:** Approx. 7.86 cu. ft. (DB)  
**Weight:** 71 lbs. (DB)  
66 lbs. (SM)

## Installation Instructions

### Direct Bury

- 1) Dig footings spaced as shown.
- 2) Position arches in footing holes and temporarily brace in plumb position.
- 3) Pour concrete footings. Remove temporary bracing after concrete has cured for a minimum of 72 hours.

### Surface Mount

- 1) With arches in position, use a center punch to mark expansion anchor locations.
- 2) Move arches aside and drill <sup>3</sup>/<sub>4</sub>" x 2 1/4" deep holes into concrete, using a hammer drill and <sup>3</sup>/<sub>4</sub>" masonry bit. **NOTE: Drill holes perpendicular to the work surface. To assure full holding power, do not ream holes or allow the drill to wobble. Verify hole depth after drilling. Clean holes using compressed air.**
- 3) Tap double expansion anchors (**with threaded end down**) into drilled holes. Reposition arches. Fasten arches to expansion anchors, using <sup>3</sup>/<sub>8</sub>" x 2 1/4" BHCS w/pin and <sup>3</sup>/<sub>8</sub>" flat washers.



**Single Face Alum. Sign**

**Scale: 3" = 1'-0"**

**Qty: TBD**

- \*1 Sign Made to Look Like 2
- \*.125 Thk. Alum. Finished PMS 553c
- \*Back of Sign Finished PMS 553c
- \*Sign to have a Matthews Clear Coat Finish
- \*Seal w/ Anti-Graffiti Barrier
- \*Holes TBD

## ATTACHMENT E - SIGNAGE

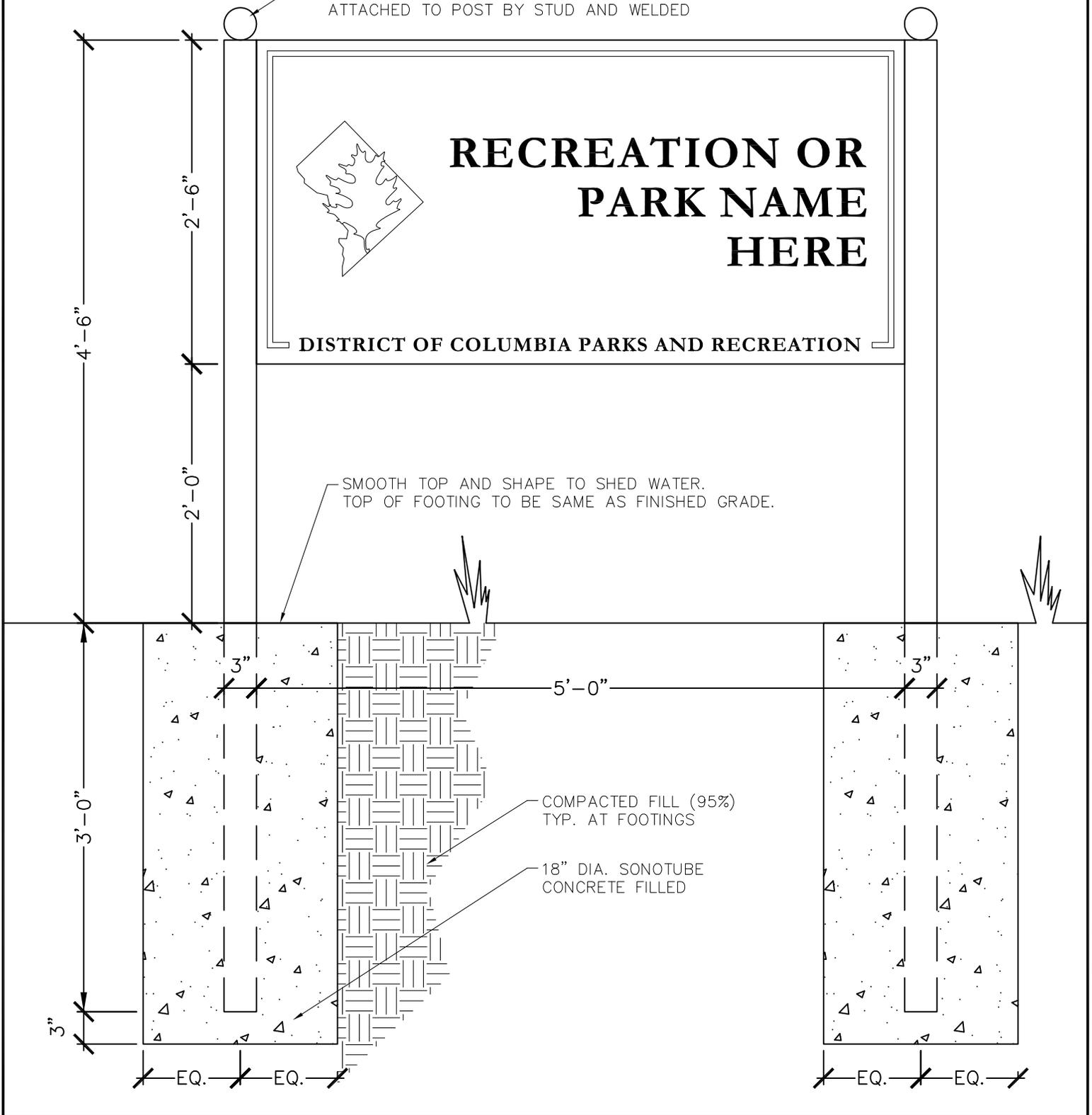
**NOTES**

SEE "SIGN, PARK IDENTIFICATION" DETAIL FOR PANEL DETAILS

POST AND FINIAL COLOR = 553 C

VERIFY WHETHER PANEL IS TO BE ONE-SIDED OR DOUBLE-SIDED

ROUND FINIAL, DIAMETER TO MATCH POST  
WELDED AND SMOOTHED ALUMINUM  
ATTACHED TO POST BY STUD AND WELDED



SMOOTH TOP AND SHAPE TO SHED WATER.  
TOP OF FOOTING TO BE SAME AS FINISHED GRADE.

COMPACTED FILL (95%)  
TYP. AT FOOTINGS

18" DIA. SONOTUBE  
CONCRETE FILLED

DATE	08/11/2010
SCALE	NO SCALE
TYPE	DETAIL

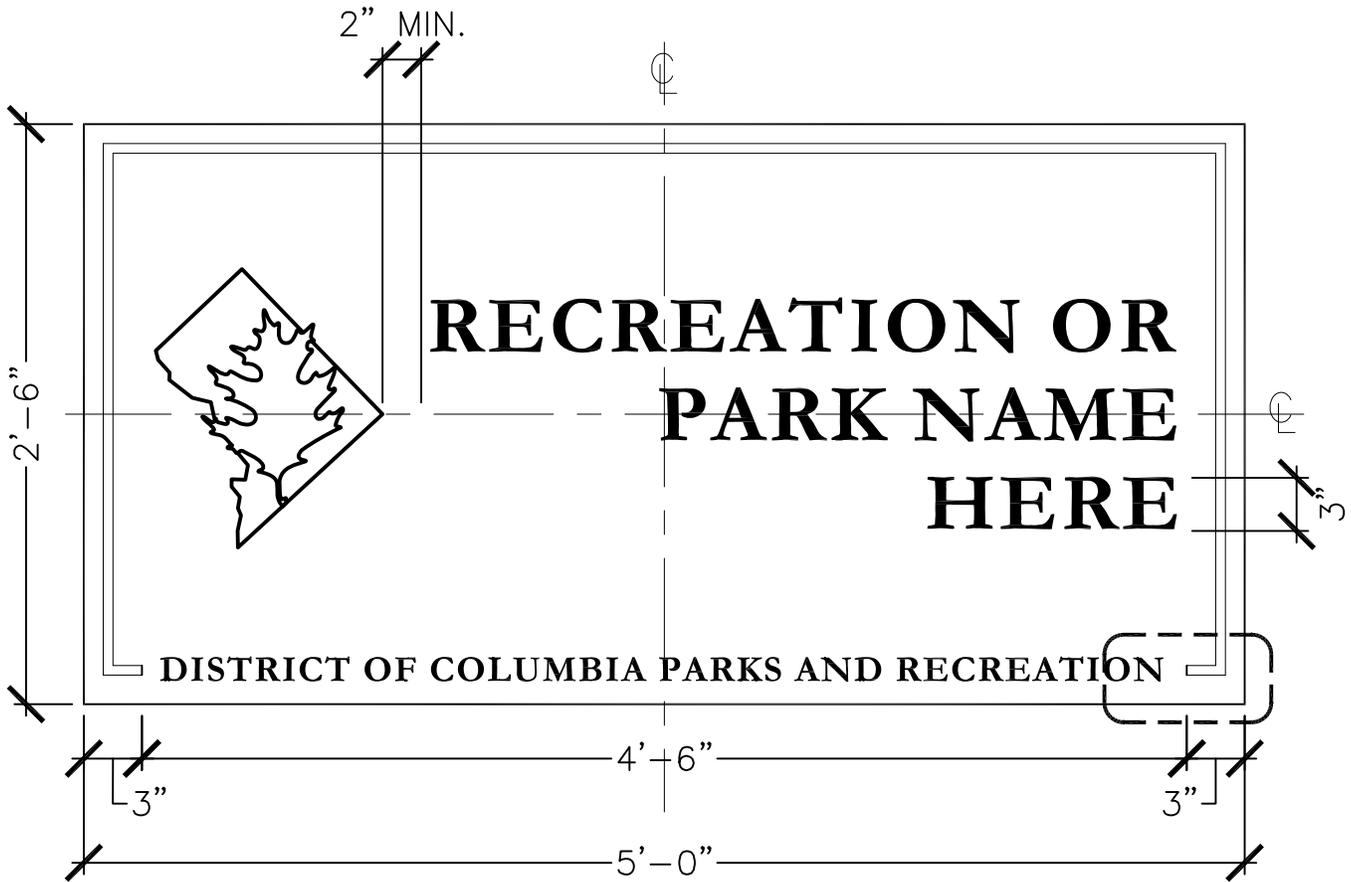
NORTH	NA
-------	----

TITLE	SIGN, PARK IDENTIFICATION POST-MOUNTED
-------	--

**DISTRICT OF COLUMBIA  
DEPARTMENT OF PARKS AND RECREATION**

Office of Planning & Capital Projects  
Main Office: 3149 16th Street, N.W.  
Washington, D.C. 20010  
202-673-7647  
www.dpr.dc.gov



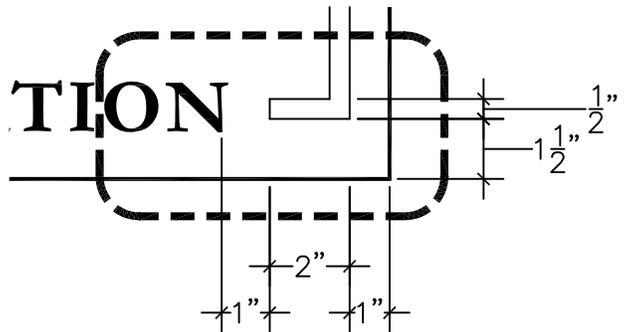


**NOTES**

**COLORS:**

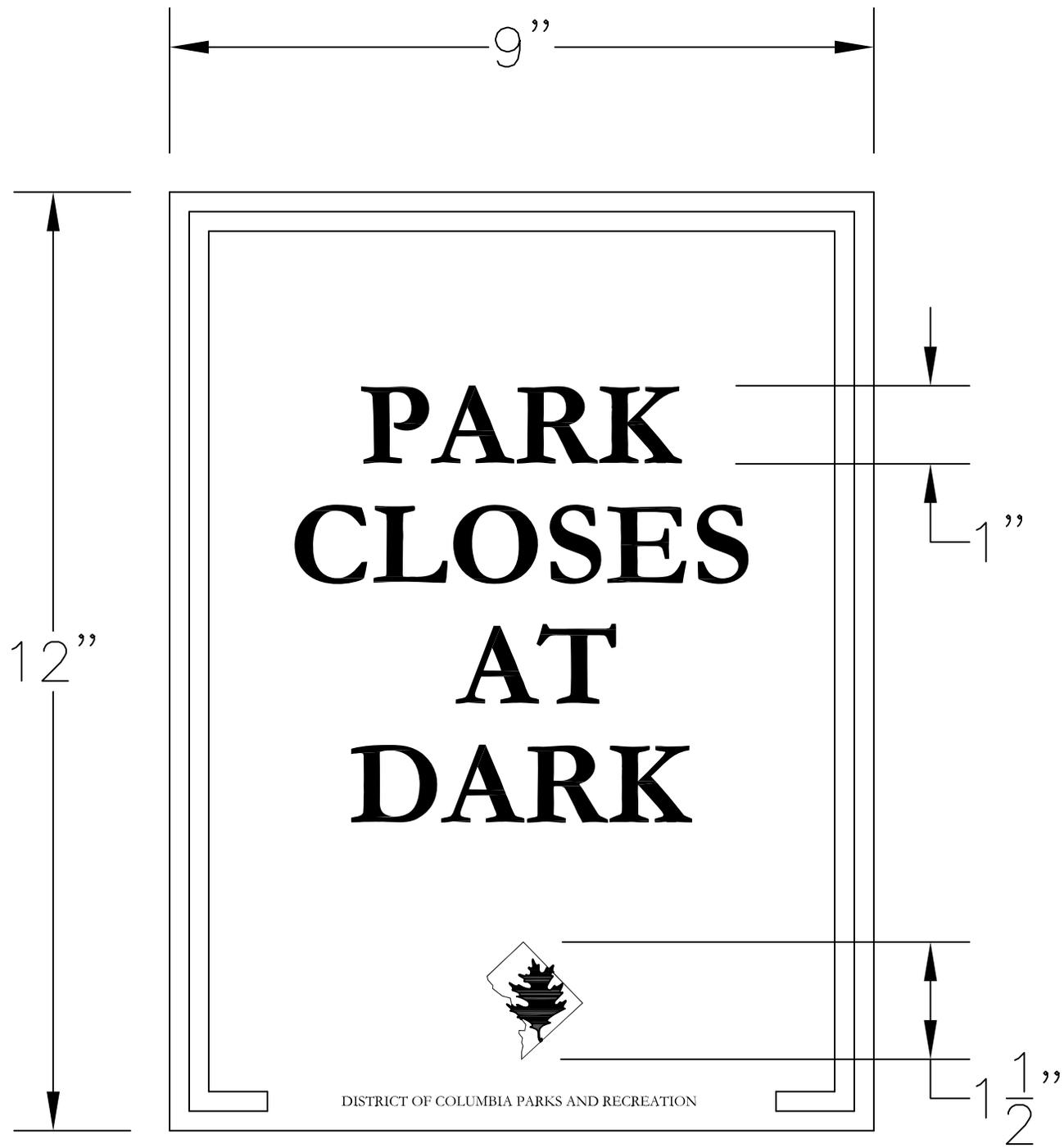
- TEXT = PANTONE 7485 C
- BORDER = PANTONE 7485 C
- LOGO = PANTONE 7485 C
- BACKGROUND = 553 C
- POST AND FINIAL = 553 C

LETTERING IS 3M CAST VINYL  
 PARK NAME TEXT IS 3" TYP., RIGHT-JUSTIFIED  
 DEPARTMENT TEXT IS 1.5"



PANEL = 0.120 ALUMINUM, REINFORCED WITH INTERIOR 2.0" ALUMINUM SQUARE TUBING  
 PANEL FRAME = 1/8" WALL-WELDED FRAME WITH MITERED CORNERS, WELDED TO POST, FRAME TO RUN FULL PERIMETER OF PANEL  
 PANEL BACK = BACK OF SIGN TO HAVE 0.120 ALUMINUM PANEL WELDED TO FRAME AND POST  
 VERIFY WHETHER PANEL IS TO BE ONE-SIDED OR DOUBLE-SIDED  
 COORDINATE MOUNTING DETAIL WITH VENDOR

DATE 08/11/2010	NORTH NA	TITLE SIGN, PARK IDENTIFICATION	DISTRICT OF COLUMBIA DEPARTMENT OF PARKS AND RECREATION  Office of Planning & Capital Projects Main Office: 3149 16th Street, N.W. Washington, D.C. 20010 202-673-7647 www.dpr.dc.gov	
SCALE NO SCALE				
TYPE DETAIL				



NOTES  
 FONT: GARAMOND, TIMES NEW ROMAN, OR EQUAL  
 CHARACTER, BORDER AND GRAPHIC COLOR: WHITE (PANTONE 7485 C)  
 FIELD COLOR: DARK GREEN (PANTONE 553 C)  
 BORDER: 1/4", OFFSET 1/4" FROM EDGE

DATE 10/05/09	NOTES NA	TITLE SIGN, PARK HOURS	DISTRICT OF COLUMBIA DEPARTMENT OF PARKS AND RECREATION  Office of Planning & Capital Projects Main Office: 3149 16th Street, N.W. Washington, D.C. 20010 202-673-7647 <a href="http://www.dpr.dc.gov">www.dpr.dc.gov</a>	
SCALE NO SCALE				
TYPE DETAIL				



**NOTES**

TEXT FONT: ARIAL BLACK OR EQUAL  
 AGENCY FONT: GARAMOND, TIMES NEW ROMAN, OR EQUAL

FIELD COLOR: DARK GREEN (PANTONE 553 C)  
 TEXT, BORDER, DPR GRAPHIC, IMAGE GRAPHIC COLOR: WHITE (PANTONE 7485 C)  
 CIRCLE SYMBOL COLOR: RED (PANTONE 192 C)

BORDER: 1/4", OFFSET 1/4" FROM EDGE

COLORS SHOWN HERE ARE ILLUSTRATIVE ONLY

DATE 10/13/10	NORTH NA	TITLE NO SMOKING SIGN	DISTRICT OF COLUMBIA DEPARTMENT OF PARKS AND RECREATION  Office of Planning & Capital Projects Main Office: 3149 16th Street, N.W. Washington, D.C. 20010 202-673-7647 www.dpr.dc.gov	
SCALE NO SCALE				
TYPE DETAIL				



NOTES  
 FONT: GARAMOND, TIMES NEW ROMAN, OR EQUAL  
 CHARACTER, BORDER AND GRAPHIC COLOR: WHITE (PANTONE 7485 C)  
 FIELD COLOR: DARK GREEN (PANTONE 553 C)  
 BORDER: 1/4", OFFSET 1/4" FROM EDGE

DATE 10/05/09	NORTH NA	TITLE PLAYGROUND SIGN, 2-5 YEARS OLD	DISTRICT OF COLUMBIA DEPARTMENT OF PARKS AND RECREATION  Office of Planning & Capital Projects Main Office: 3149 16th Street, N.W. Washington, D.C. 20010 202-673-7647 www.dpr.dc.gov	
SCALE NO SCALE		TYPE DETAIL		



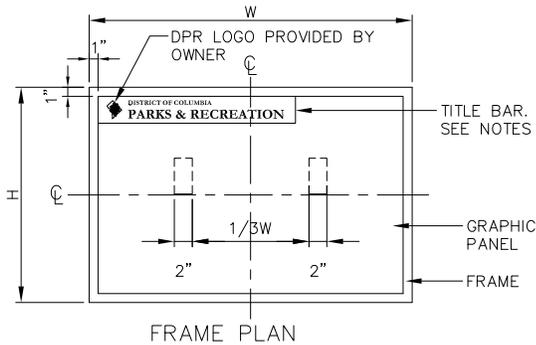
NOTES  
 FONT: GARAMOND, TIMES NEW ROMAN, OR EQUAL  
 CHARACTER, BORDER AND GRAPHIC COLOR: WHITE (PANTONE 7485 C)  
 FIELD COLOR: DARK GREEN (PANTONE 553 C)  
 BORDER: 1/4", OFFSET 1/4" FROM EDGE

DATE 10/05/09	NO. NORTH NA	TITLE PLAYGROUND SIGN, 5-12 YEARS OLD	DISTRICT OF COLUMBIA DEPARTMENT OF PARKS AND RECREATION  Office of Planning & Capital Projects Main Office: 3149 16th Street, N.W. Washington, D.C. 20010 202-673-7647 www.dpr.dc.gov	
SCALE NO SCALE				
TYPE DETAIL				

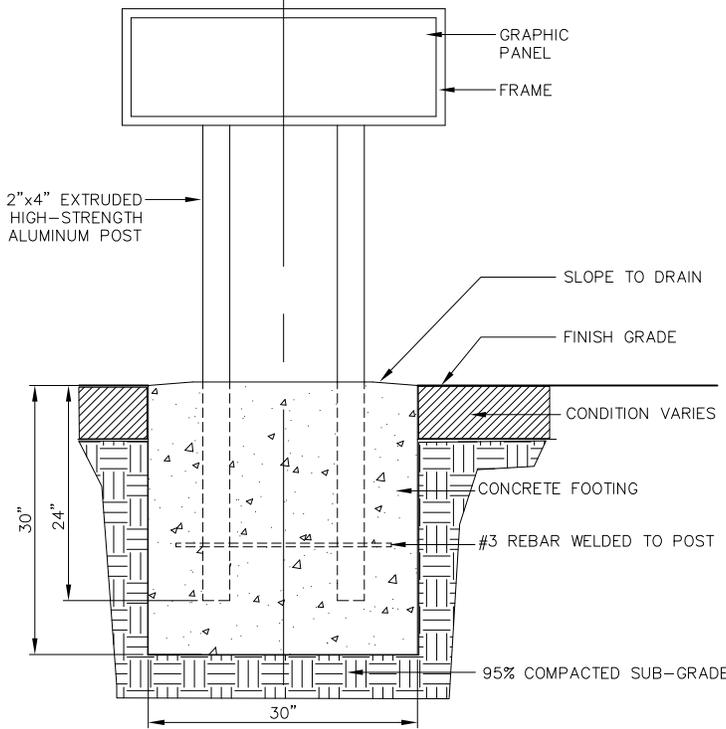
FIBERGLASS GRAPHIC PANEL TECHNICAL SPECIFICATIONS

PANNIER GRAPHICS MODULITE® OR EQUAL

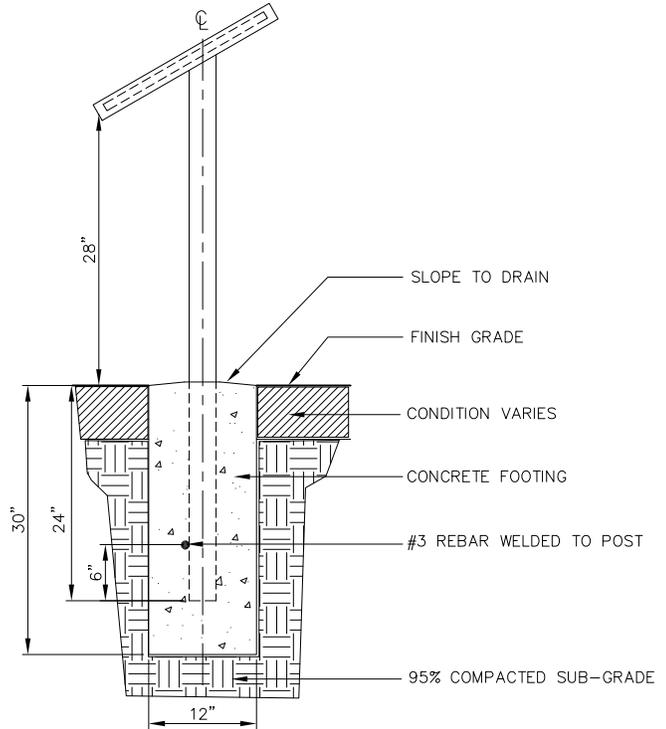
Size	Min. 36"W x 24"H
Thickness	.030" D to .250" D*
Weight	1 ft2 /.125" D = 1 lb.*
Finish	Diffusion Opaque, Translucent Reflectivity Glossy or Matte
Tensile Strength	12,000 psi
Compressive Strength	20,000 psi
Flexural Strength	18,000 psi
Impact Strength	6 ft. lbs. / in. notch
Barcol Hardness	50
Moisture Permeability	Unaffected (<1%)
Fire Resistance	500 *
Solvent Resistance	Mild Acids Excellent Alkalis Fair Solvents Excellent
Elasticity Modulus	2,000,000 psi
Dielectric Strength	350 volts per mil
Ambient Temperature Range	- 65o F to +350o F
*approximate	
Modulite® is a registered trademark of Pannier Corporation.	



FRAME PLAN



FRONT ELEVATION



SIDE ELEVATION

- NOTES:**
1. PANEL SIZE (WxH): 24"x18", 24"x24", 36"x24", 42"x24". (OR CUSTOM SIZE AS APPROVED.)
  2. NO FIELD WELDING.
  3. ALL CONTENT OF SIGN GRAPHICS SHALL BE APPROVED BY DPR PRIOR TO FABRICATION.
  4. TITLE TEXT, BORDER AND GRAPHIC COLOR SHALL BE WHITE (PANTONE 7485 C); TITLE BAR BACKGROUND COLOR SHALL BE DARK GREEN (PANTONE 553 C).
  5. TITLE TEXT FONT SHALL BE GARAMOND, TIMES NEW ROMAN, OR EQUAL; BODY TEXT AND CAPTIONS FONT SHALL BE ARIAL, HELVETICA, OR EQUAL.
  6. MINIMUM TEXT SIZE SHALL BE 32 POINT FOR CITY; 72 POINT FOR DEPARTMENT; 32 POINT FOR TITLES; 18 POINT FOR BODY; 12 POINT FOR CAPTIONS.
  7. INCLUDE DPR'S LOGO IN TITLE BAR AS PROVIDED BY OWNER.
  8. ALL TEXT STYLE SHALL BE CLEAR AND LEGIBLE.
  9. DELIVER FRAME TOUCH UP PAINT TO DPR.
  10. PROVIDE FINAL GRAPHIC FILES ELECTRONICALLY TO DPR WITH RECORD DOCUMENT AT PROJECT CLOSE OUT.

DATE	03/03/10
SCALE	NO SCALE
TYPE	DETAIL

NORTH	NA
-------	----

TITLE

INTERPRETIVE SIGN,  
NPS "LOW PROFILE" STYLE

**DISTRICT OF COLUMBIA  
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Office of Planning & Capital Projects  
Main Office: 3149 16th Street, N.W.  
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# ATTACHMENT F - IRRIGATION STANDARDS

## IRRIGATION SYSTEM

### PART 1 - GENERAL

#### 1.01 SCOPE OF WORK

- A. Furnish all design, labor, materials and equipment for the proper installation of an irrigation system to service all lawn and planted areas. Zones for water supply, electrical service, and controllers shall be designed by the Contractor. The Contractor shall provide layout and design coordinated with the landscape requirements of the planting types and locations. Systems design shall include individually programmable sub-zones tailored to the watering requirements of each major plant type or group. Irrigation contractor shall comply with all requirements of the drawings and specifications. Under no circumstances shall any turf areas be watered in combination with plant bed areas unless written approval is granted by the project manager. No drinking fountains or other non-irrigation related devices shall be installed after the irrigation system backflow. Spacing of all sprinkler equipment selected shall not exceed the manufacturer's recommendations as published. "Head to head" coverage is required in all turf areas. No single row coverage of turf areas will be permitted unless approved by project manager.
- B. Irrigation Contractor shall participate in coordination meetings as required with the Owner's Representative and related parties prior to commencement of construction.

#### 1.02 QUALITY ASSURANCE

- A. Referenced Standards: American Society for Testing and Materials, Annual Book of ASTM Standards, latest edition. Irrigation contractor shall hold either a CIC, CID, or CLIA certification from the irrigation association. In addition, the irrigation contractor shall have a minimum of five (5) years experience and be able to furnish references upon request.
- B. Irrigation system is to be designed and installed by a contractor in the irrigation business and to have installed at least five projects of equal or comparable size and complexity. Irrigation work shall be performed by a single firm, acceptable to the Owner's Representative and the Project Manager, specializing in irrigation design and installation.
- C. Codes and Standards: Irrigation design and installation shall comply with all applicable federal, state and local governing agency requirements and to industry standards. Notify project manager immediately in writing of any discrepancies, inconsistencies, or contradictory requirements.
- D. Substitutions: No substitutions from the initial plan will be permitted without review and approval by the Owner's Representative and project manager. In the event the Contractor desires to make substitutions of materials, sufficient descriptive literature and material samples must be furnished to establish the material as an equal substitute. In addition, the Contractor must state the reasons for desiring to substitute materials. Lastly, the proposed material substitution must equal or exceed the original design intent as it pertains to water conservation and sustainable design if applicable. Submit this request and information to both the Owner's Representative and the project manager.
- E. Approval and Selection of Materials and Work: The selection of all materials and the execution of all operations required under this Performance Specification is subject to the approval of the Owner's Representative and Project Manager, who have the right to reject any and all materials and any and all Work which, in their opinion, does not meet the requirements of the Contract Documents at any stage of the operations. Remove rejected Work and or materials from Project Site and replace promptly.

- F. Workmanship: Install materials and equipment in a neat and professional manner following manufacturer's recommendations.

### 1.03 SUBMITTALS

#### A. Irrigation Design Drawing

1. Irrigation design is to be prepared and drawn by the Irrigation Contractor in the form of an "Irrigation Design Drawing." The Irrigation Design Drawing shall be submitted in an electronic format.
2. The Owner's Representative and Project Manager will review the Irrigation Design Drawing submittal for compliance with all the requirements of the contract documents. The Owner's Representative and Project Manager may accept the Irrigation Design Drawing as submitted; may mark-up minor corrections, and accept the Irrigation Design Drawing as marked-up; or may reject the Irrigation Design Drawing, and require that it be resubmitted.
3. All components of the irrigation system shall be shown. Show sprinkler piping, including plan layout and locations, types, sizes, capacities, and flow characteristics of sprinkler piping components. Include water meters, backflow preventers, booster pumps, valves, piping, sprinklers and devices, drains, accessories, controls, and wiring as necessary. All components shall be labeled with the component type, manufacturer, and model, or shall be symbols referenced to a legend or key. All components shall be shown with dimensions to reference points. Show areas of sprinkler spray and overspray. Drawing shall be scaled no smaller than 1" = 30'-0". In areas where clarity of the design is in question because of the scale, an enlargement of that area shall be shown so as to provide clarity of the design. Approval of Irrigation Design Drawing shall precede commencement of any work.

#### B. Product Data

1. Irrigation Contractor shall submit three (3) sets of manufacturer's technical data to the Owner's Representative including, but not limited to valves, controller, quick couplers, sprinkler heads, etc.

#### C. As – Built Drawing

1. Irrigation Contractor shall record and submit an "As-Built Drawing" which records actual installed conditions. The As - Built Drawing shall be clearly and neatly identified. This shall be submitted electronically. Irrigation Contractor shall submit the As-Built Drawing to the Owner's Representative and Project Manager before work under this contract will be considered for Acceptance.
2. All components of the system shall be shown with dimensions to reference points, as indicated above under "Irrigation Design Drawing." Drawing shall be scaled no smaller than 1" = 30'-0". Submittal, review, and approval by the Owner's Representative and Project Manager of the As - Built Drawing shall precede Application for Final Payment by the Contractor.

### 1.04 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials and equipment in such a manner as not to damage the parts or decrease the useful life of equipment.
- B. Store materials away from detrimental elements. Coordinate with Owner's Representative, General Contractor, or Landscape Contractor, as appropriate, to secure a safe staging area.
- C. Handle, load, unload, stack, and transport materials carefully to avoid damage. Handle pipe in accordance with manufacturer's recommendations.

1.05 JOB CONDITIONS

- A. Prior to commencing any work required under the Contract, the Contractor shall locate all utilities, subsurface drainage, and underground construction so that proper precautions may be taken not to disturb or damage any subsurface improvements.
- B. Water service and electric service will be supplied by the General Contractor to a designated area in landscape planting for the purpose of the automatic irrigation system. It is the responsibility of the Irrigation Contractor to coordinate the location of the waterline and electric service.
- C. Irrigation System is to operate under the water pressure and flow rates prevailing at the project site. Irrigation Contractor shall be responsible for determining these parameters, and shall design the irrigation system in accordance with the existing or anticipated conditions. The Contractor shall also be responsible for determining if a booster pump is required for the system to function properly.
- D. Insurance on irrigation materials or equipment stored or installed is the responsibility of the Irrigation Contractor. Such insurance shall cover fire, theft, and vandalism. Should the Irrigation Contractor elect not to provide such insurance the Owner shall in no way be responsible for any losses incurred by the aforementioned acts. The Irrigation Contractor is responsible for all costs incurred in replacing damaged or stolen materials or equipment prior to Substantial Completion of the Work.
- E. Obtain all required permits and pay all required fees at no additional cost to the Owner. Any penalties imposed due to failure to obtain permits or pay fees are the responsibility of the Irrigation Contractor.
- F. Provide and maintain all passageways, guard fences, warning lights, and other protection devices required by local authorities or others having jurisdiction.
- G. Irrigation Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.
- H. Existing Site Improvements: Perform Work in a manner that avoids damage to existing site improvements. The Irrigation Contractor is responsible for any damage of mechanical nature as well as damage resulting from leaks in the irrigation system whether due to negligence or otherwise.
- I. Test water conditions: It shall be the responsibility of the Irrigation Contractor to measure or analyze the existing or anticipated water pressure at the tap and design the irrigation system accordingly.
  - 1. In the event water pressure is insufficient to operate the system at an adequate design pressure and flow, the Irrigation Contractor shall be responsible for designing, specifying, supplying, and installing a booster pump capable of increasing the pressure and flow as required. Booster pump shall be operated by either a magnetic starter, flow, or pressure transducer/switch. The booster pump must also be connected to the irrigation controller to ensure it operates only when the controller is running a watering program; pump must also have built-in overheat shutdown.
  - 2. If a booster pump is required, coordinate provision of adequate electrical service for the pump with General Contractor. Booster pump (if required) should be provided in a lockable enclosure on a WWF reinforced concrete pad 5" thick, over 6" CA6 base if it is to be installed outdoors.
  - 3. In the event the water pressure significantly exceeds an appropriate operating pressure, it shall be the Irrigation Contractor's responsibility to provide and install a pressure regulator downstream from the backflow preventer. Pressure regulation may be accomplished via a master valve with a pressure reducing dial, or may be accomplished at the individual zone valve locations with a pressure

reducing dial and/or at each sprinkler emission device via built in pressure regulators.

- J. Sleeves for irrigation piping and wiring shall be coordinated and installed by the General Construction Contractor.
  - 1. It shall be the Irrigation Contractor's responsibility to submit the Irrigation Design Drawing, showing these sleeves, in a timely manner, such that the General Construction Contractor is able to install sleeves within an appropriate sequence of work, i.e., without undoing, damaging, or otherwise compromising work that has already been installed.
  - 2. Irrigation sleeves shall be PVC pipe, minimum 2X pipe size of proposed irrigation pressure pipe. Ends of all irrigation sleeves shall be marked with 2 x 2 wooden stakes or white pvc pipe, indicating in indelible marker "Irrigation Sleeve." General Contractor shall expose any irrigation sleeves that are not marked for the Irrigation Contractor prior to start of irrigation work. Coordination and scheduling for excavation of sleeve ends is the responsibility of the Irrigation Contractor.
- K. Coordinate and schedule all Work with Owner's Representative, General Construction Contractor, and / or Landscape Contractor, as appropriate.
- L. Damages resulting from irrigation installation to work of other trades must be repaired at the expense of the Irrigation Contractor in a timely fashion.
- M. Make minor adjustments to system layout as may be required and requested at no additional cost to the Owner.
- N. Keep Project Site clean and orderly at all times during construction.

#### 1.06 WARRANTY

- A. Warranty all Work for a period of two (2) years, starting on the Date of Substantial Completion, against defects in materials, equipment, workmanship, and any repairs required resulting from leaks or other defects of workmanship, material, or equipment.
- B. Repair unsatisfactory conditions promptly at no cost to the Owner.
- C. Emergency repairs may be made by the Owner's Representative, General Contractor, or Landscape Contractor, as appropriate, without relieving the Irrigation Contractor of any warranty obligations.
- D. Repair settling of backfilled trenches occurring during the warranty period, including restoration of damaged plantings, paving, or improvements resulting from settling of trenches or repair operations.
- E. Repair costs may include the cost to restore or replace plant material which dies due to dehydration and the cost of any supplemental watering deemed appropriate by the Owner's Representative.
- F. Respond to Owner's Representative's request for repair work within forty-eight (48) working days. If Irrigation Contractor does not respond in this time frame, Owner's Representative may proceed with any necessary repairs at the Irrigation Contractor's expense.

## PRODUCTS

### 1.07 GENERAL

- A. Specific requirements concerning the various materials and the arrangements in which they are to be installed are outlined in this Specification.
- B. Quality and Size
  - 1. Material specified by name and / or model number in the Specifications, on the site, or detailed drawings are used for the purpose of identification of materials and to ensure specific use of that material in the construction of the system. No substitutions will be permitted without approval (See Substitutions).
  - 2. All materials used in the system must be new and without flaws or defects of any type and be the best quality available. All materials shall have a minimum three (3) year warranty against material defects or defective workmanship.

### 1.08 PIPE AND FITTINGS

- A. All non-exposed or above grade PVC pipe shall be schedule 40. All pipe shall be supplied in standard twenty (20) foot lengths and shall be from one of the following manufacturers: No polyethylene pipe will be accepted unless prior written approval is obtained by the Project Manager.
  - 1. Certainteed Corporation
  - 2. Crestline
  - 3. Dura.
  - 4. Or approved equal
- B. All pipe that is exposed or not below grade shall be Schedule 80 PVC.
- C. Fittings for integral bell with rubber ring gasket pipe shall be of the gasket type and shall be ductile iron fittings as manufactured by (LEEMCO Corporation, Corona, CA or The Harrington Corp., Lynchburg, VA, or approved equal. Fittings for solvent weld pipe shall be Schedule 40 PVC fittings rated for 200 psi (ASTM D-3139) as manufactured by Lasco Plastic Pipe Fittings, Orlando, Florida or approved equal.
- D. All pipe fittings size three (3) inches and greater shall be ductile iron. All fittings two and one - half (2 1/2) inches and under shall be Schedule 40 solvent weld PVC.
- E. Solvent weld PVC pipe, if and when used in construction of this system, shall be rigid PVC pipe and shall be assembled using appropriate PVC pipe cleaner / primer and solvent cement in accordance with the manufacturer's recommendations.
- F. All solvent weld fittings shall conform to Schedule 40 or Schedule 80 PVC dimensions and specifications for solvent weld fittings, as manufactured by Lasco, Spears, or approved equal.
- G. Expansion joints shall be installed every three hundred (300) feet of solvent weld piping.
- H. Runs of pipe over twenty (20) feet in length must be installed with standard twenty (20) foot length sections. Unnecessary joints or couplings are not acceptable.
- I. Landscape Drip Line shall conform to, and be installed according to, manufacturer's recommendations.
- J. PVC Pipe Couplings Located Within Sleeves: PVC pipe couplings four (4) inches and smaller shall be solvent weld. PVC pipe couplings six (6) inches and larger shall be mechanical joints. Upon exiting sleeves, pipe solvent weld or integral bell and rubber gasket, as described in Section 2-02-A, must be adhered to.

- K. All below grade piping in turf areas shall be installed to a minimum depth of 12”.
- 1.09 RISERS: Provide threaded Schedule 80 PVC risers. All risers above grade shall be either dark gray or black PVC pipe.
- 1.10 ELECTRIC WIRING
  - A. 120 Volt AC Wiring: 120 volt service to controller shall consist of three wires: one black, one white, and one ground. Electrical service is to be provided by the General Contractor unless otherwise directed by Owner’s Representative. It is the Irrigation Contractors responsibility to coordinate the location of electrical service to be provided for controller.
  - B. Splices in controller wiring shall be waterproof using Rain Bird DB wire connector or 3M-DBR.
  - C. Provide junction box, flush-mounted and gasketed per code as required.
  - D. Control Wiring shall be 24 volt solid wire Underwriter’s Laboratory (UL) approved for direct burial in ground. Minimum wire size shall be fourteen (14) gauge. All control wiring and wiring connections from the controller to the valves is included in this Contract.
- 1.11 SPRINKLER HEADS
  - A. Irrigation sprinkler heads shall be commercial Rain Bird products that include adjustable arc, spray, and pivot adjustments; sprinkler heads shall be submitted to the project manager for approval;
- 1.12 AUTOMATIC CONTROLLER & FLOW SENSOR
  - A. Rain Bird IQ v.2 compatible controller and valve system; including Rain Bird ESP12LXMEF controller.
  - B. Controller must include Rain Bird IQNCCGP communication cartridge
  - C. Controller shall be installed in Rain Bird metal enclosure pedestal LXMPED (if needed),
  - D. A Rain bird flow sensor shall be installed upstream of the master valve, calibrated and connected to automatic controller.
- 1.13 BOOSTER PUMP (IF NEEDED)
  - A. Booster pump shall be operated by either a flow, and or pressure transducer/switch triggered by the automatic controller. The booster pump shall be connected to the irrigation controller to ensure it operates only when the controller is running a watering program; pump must also have built-in overheat shutdown. The pump must prohibit operation if there is no flow.
  - B. Booster pump should be provided in a lockable enclosure on a WWF reinforced concrete pad 5” thick, over 6” CA6 base if it is to be installed outdoors.
- 1.14 BACKFLOW PREVENTER:
  - A. To be supplied and installed by the Irrigation Contractor. Backflow preventer shall be a RPZ reduced pressure backflow assembly type, capable of having an adequate flow rate in gallons per minute (gpm) without excessive pressure loss, and shall be suitable for supply pressure of up to 150 psi. Backflow preventer body shall be bronze with corrosion-resistant interior components and check assemblies shall be tight seating rubber. Working pressure shall be 150psi minimum with a maximum pressure loss of 12 psi

through middle 1/3 of flow range. Backflow preventer shall be installed within enclosure with sufficient clearance to permit periodic testing and maintenance. Provide a lockable insulated enclosure on a concrete pad 5" thick with WWF reinforcement, over 6" CA6 base for the backflow preventer. Backflow preventer assembly must include (2) gate valves (with handles) for isolating unit, and two (2) ball valve test cocks for testing unit to ensure proper operation. Provide concrete pad as required. Backflow preventer(s) shall comply with requirements of local codes, ordinances, and regulations. Provide for winterizing the system on both sides of the backflow preventer. This may include provision of 1" tees with caps inside the backflow preventer enclosure.

- B. Approved manufacturer:
    - 1. Febco
    - 2. Watts
    - 3. Wilkins Regulator
  - C. Irrigation system shall have independent backflow separate from any other system or water lines at the site. No drinking fountains and other non-irrigation related devices shall be installed downstream of the irrigation system backflow.
- 1.15 VALVE BOXES
- A. Control Valves and Quick Coupling Valves shall be Rain Bird VB-10RND or VB-STD for multiple valves/box, or approved equal.
  - B. Isolation Valves and Wire Splices shall be Carson Series 910 with cover.
  - C. Color of Valve Boxes shall match existing.
  - D. All system valve boxes, shut offs, and other related enclosures shall include lockable assemblies and shall be locked at time of turnover;

1.16 SLEEVES: Class 200 PVC Pipe Type II20 or 1220 coordinate with and installed by the General Contractor.

1.17 QUICK COUPLING VALVES:

- A. System must have at least one (1) quick coupler installed prior to solenoids and the master valve and after the main irrigation system shut-off valve and booster pump; the quick coupler must have an independent shut-off valve, quick coupler shall include a swing joint and coupler valve shall be brass; quick coupler shall be surrounded and braced by rock. Quick coupler must be firmly secured and shall not pivot when lateral force is applied;

1.18 CONTROL VALVES:

- A. Provide Rainbird Electric Remote Control Valve model PGA, PEB, or PES-B series or approved equal. Valve shall conform to Manufacturer's specifications concerning performance at given pressures.
- B. A master valve connected to the controller shall be installed after the booster pump. Master valve approved manufacturer listed below.
- C. Approved manufacturer:
  - 1. Rainbird Sprinkler Mfg. Co.

1.19 SURGE PROTECTION EQUIPMENT

- A. Provide proper surge protection for controllers not equipped with primary surge protection.
- B. Irrigation Contractor is responsible for determining whether the above mentioned surge protection equipment is provided in the controller as a "built - in" unit or if it must be supplied and installed separately.

1.20 ISOLATION VALVES

- A. Provide all gate valves for isolation purposes, allowing full diameter opening when in full open position. These valves are require prior to each zone control valve.
- B. Manually operated valves shall be the same size as the line.
- C. Valves three (3) inches or smaller shall be brass construction, threaded, and rated for two hundred (200) psi WOG.
- D. Valves four (4) inches or larger shall be cast iron fitted with a rubber ring, slab - type gasket.

- 1.21 MISCELLANEOUS SYSTEM COMPONENTS: Provide risers, reducers, couplings, adapters, fittings, and ancillary equipment as necessary to complete the irrigation system.

PART 2 - EXECUTION

2.01 GENERAL

- A. Supervision: Provide a full - time superintendent and necessary assistants on the job while Work is in progress. The Superintendent represents the Irrigation Contractor in all functions, and directives given to him by the Owner's Representative, Project Manager, General Construction Contractor, and / or Landscape Contractor are binding as if given to the Irrigation Contractor in person.
- B. Inspection of Work in progress: During installation the Owner's Representative or the Project Manager may review and observe the Work on a regular or random basis, and may reject any work and / or materials that do not meet the requirements of the Contract Documents. Rejected Work must be promptly corrected. No time extension will be allowed replacement or repair of rejected work.

- 2.02 REVIEW IN ADVANCE OF CONSTRUCTION: The Irrigation Contractor shall review the Project Site prior to start of Work to determine that all site conditions are acceptable for Irrigation Work to begin. Inform the Owner's Representative and the Project Manager of any and all unsuitable conditions. Do not proceed with installation of irrigation system until unsatisfactory conditions have been corrected in an acceptable manner.

- 2.03 PREPARATION: Flag all existing underground utilities prior to trenching and / or boring operations. Obtain locations of any new utilities from the Owner's Representative and / or the General Contractor. Irrigation Contractor is solely responsible for contacting the utility locating service(s) and Owner's Representative (with 48 hours minimum notification) and locating on - site utilities in advance of installation.

- 2.04 SLEEVING (by General Contractor)

- A. Location of sleeving shall be coordinated with the General Construction Contractor. Make adjustments necessary to accommodate existing vegetation, utilities, and other existing conditions.
- B. Repair of damage to existing utilities, structures or other construction resulting from installation of sleeves is the responsibility of the Contractor installing the sleeving.

## 2.05 PIPE

### A. Pipe joints

- 1. Follow Manufacturer's recommendations and use pipe and bell from the same manufacturer. Pipes two and one - half (2-1/2) inches and smaller use solvent weld system. Pipes three (3) inches and larger use approved compression type push - on joints as manufactured by:
  - a. J-M PVC
  - b. Ring Tite
  - c. Certaineed Corporation
- 2. Trenching under the dripline of trees is not allowed.
- 3. Solvent weld PVC Pipe, assemble according to Manufacturer's recommendations, using appropriate PVC pipe cleaner/primer and solvent cement.

### B. Pipes and Fittings

- 1. Install according to Manufacturer's recommendations including snaking - in of PVC pipe to prevent excessive strain when contracting in cold weather.
- 2. Solvent weld fittings shall conform to Schedule 40 or Schedule 80 PVC dimensions and specifications for solvent weld fittings, and shall be as manufactured by Lasco, Inc. or approved equal.

### C. Lateral Lines and Risers

- 1. Install according to Manufacturer's recommendations using standard techniques.
- 2. Install risers such that no excessive movement occurs while sprinkler head is in operation. Height of risers to be in accordance with planned and existing plant material. Height of all risers is subject to approval of Project Manager.
- 3. Plug lines immediately upon installation to minimize infiltration of foreign matter.
- 4. Flush lateral lines and risers prior to installation of sprinkler heads.
- 5. Above ground risers shall match existing on site.

### D. Trenching

- 1. All mainline to be installed in separate trenching process from lateral lines.
- 2. All pipe within turf areas shall be installed to a minimum depth of 12" inches.
- 3. The initial backfill will always be placed by hand and shoveled in evenly along both sides of the pipe and hand tamped into place. Care will be exercised to insure that soil does not bridge and final to go under the pipe. The soil in the trench shall be backfilled to the point of the same condition of the density of the surrounding soil.
- 4. In backfilling trenches, the addition of water should be limited to achieving optimum moisture content for tamping procedures. The contractor shall not crown the backfill on the trench area with the thought that it will eventually settle; this will not be accepted as a finished job. All excess materials shall be removed from the site in a satisfactory manner.



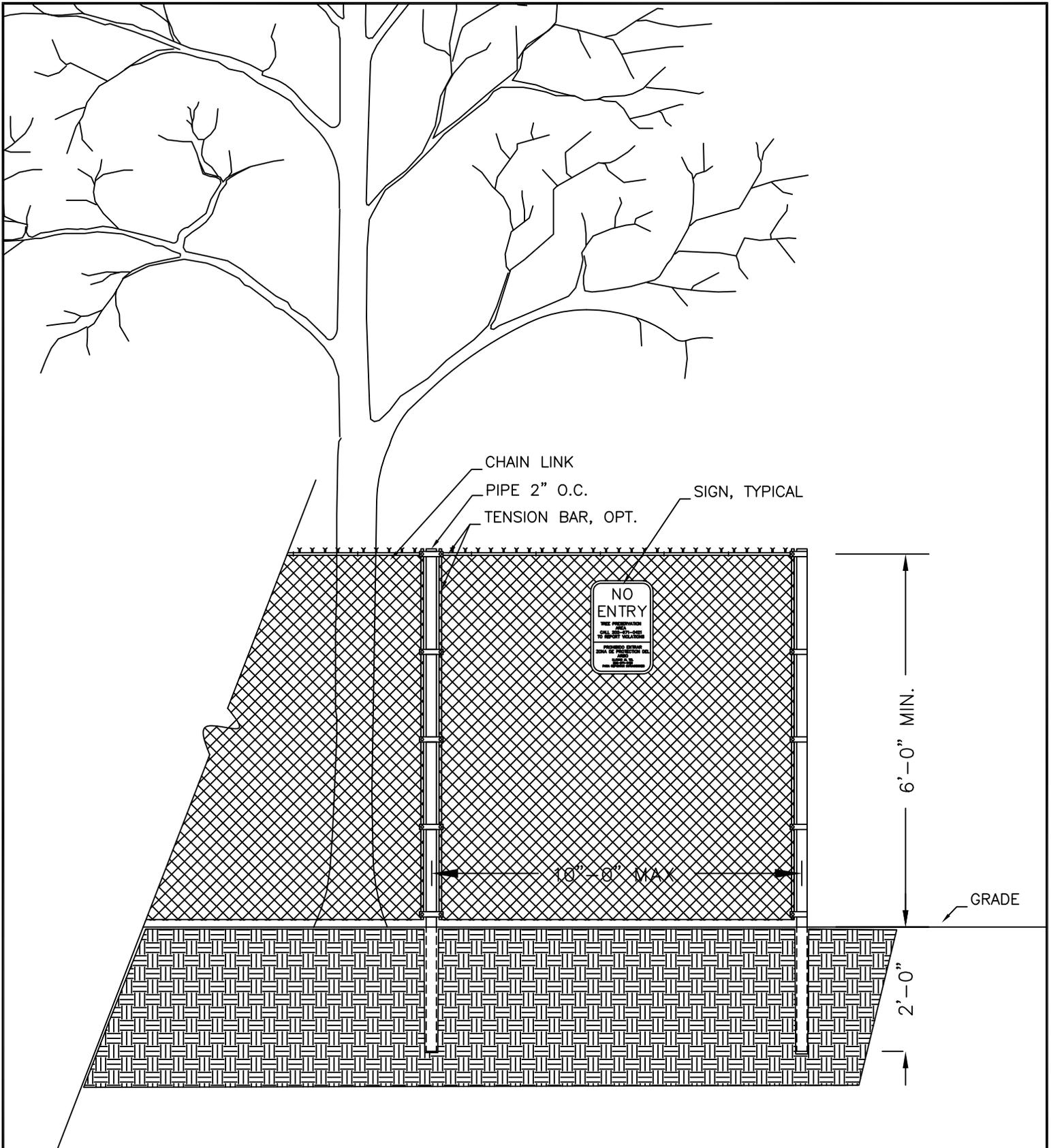
- D. Pass wires under existing or future paving, construction, etc., through PVC sleeves provided by General Contractor.
  - E. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction.
  - F. Ground electric-powered controllers, valves, and devices.
    - 1. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.
  - G. Arrange for electric-power connections to controllers, control valves, and devices that require power. Electric power, wiring, and disconnect switches are specified in Division 16 Sections.
- 2.09 CONTROL EQUIPMENT: All automatic valves and controllers shall be installed following the recommendations of the manufacturer of said equipment and in accordance with any detailed drawings which may accompany these specifications as part of the Contract Documents. Location of controller(s) shall be approved by the Owner's Representative and the Project Manager prior to installation.
- 2.10 VALVE BOXES: All valves are to be housed in valve boxes. Install according to Manufacturer's recommendations and any detailed drawings which may accompany these specifications as part of the Contract Documents. Position boxes at a height where they will not interfere with maintenance machinery (e.g., mowers) and such that soil and mulch do not wash into the box. In essence, valve boxes to be installed flush with grade.
- 2.11 BACKFLOW PREVENTER: Installation in accordance with manufacturer's recommendations and all federal, state and local codes.
- 2.12 BALANCING AND ADJUSTMENT: Balance and adjust the various components of the sprinkler system so that the overall operation of the system is most efficient. This includes synchronization of the controllers, adjustments to pressure regulators, part circle sprinkler heads, and individual station adjustments on the controllers. The Irrigation Contractor may call in the Project Manager to aid in the balancing and adjustment of the system.
- 2.13 OPERATION TESTING: Upon completion of the irrigation system, and after head installation, test the entire system for proper operation. Flush all air from the system and check components for proper operation.
- 2.14 AS - BUILT DRAWINGS: As - Built Drawings shall include locations of all valves (automatic and manual), with triangulated measurements to each location, as well as any deviations in location of piping and heads as represented by the irrigation design submittal.
- 2.15 OWNER ORIENTATION
- A. Upon completion of the Work and final acceptance by the Owner's Representative and the Project Manager, the Irrigation Contractor shall be responsible for the orientation of maintenance personnel in the operation, maintenance, and repair of the system. Furnish copies of all available parts lists, trouble shooting lists, instruction sheets, and specification sheets to the Owner's Representative prior to final payment.
  - B. Set initial watering schedules and programming of the automatic controllers at direction of the Landscape Contractor. Changes in the schedules and programming and

instruction on how to make such changes is the responsibility of the Landscape Contractor.

- C. Provide a complete written description and schedule of annual maintenance requirements to the Owner's Representative at the final inspection.
- 2.16 WINTERIZING SYSTEM: If the Owner's Representative so requires, irrigation piping must be winterized by blowing the system clear of water using compressed air (eighty (80) psi maximum) admitted into the piping at a quick coupling valve or hose bib located at a higher elevation on the system piping. Activate individual zones, higher zones first, then proceed successively through the system towards lower elevations. Proceed through all zones twice. The air compressor used to winterize the system must have an engine separate from the compressor tanks to prevent high temperature air from being injected directly into the PVC piping. Irrigation Contractor shall provide a complete spring start up at no additional charge. Owner's maintenance staff must be present at the time of the winterizing.
- 2.17 CLEAN UP AND PROTECTION
- A. During irrigation Work keep Project Site clean and orderly.
  - B. Upon completion of Work clear grounds of debris, superfluous materials and all equipment. Remove from site to the satisfaction of the Owner's Representative and the Project Manager.
  - C. Protect Irrigation Work and materials from damage due to irrigation operations, operations by other contractors and trades, and trespassers. Maintain protection until Date of Substantial Completion.
  - D. Cover all openings in the system as it is being installed to prevent obstructions in the pipe and the breakage, misuse, or disfigurement of the equipment.
  - E. Theft: Irrigation Contractor shall be responsible for theft of equipment and material at the job site before, during, and after installation, until Date of Substantial Completion of the Work in total.
- 2.18 COMMISSIONING
- A. Starting Procedures: Follow manufacturer's written procedures. If no procedures are prescribed by manufacturers, proceed as follows:
    - 1. Verify that specialty valves, sensors, and their accessories are installed and operate correctly.
    - 2. Verify that specified tests of piping are complete.
    - 3. Verify that sprinklers and devices are correct type.
    - 4. Verify that damaged sprinklers and devices are replaced with new materials.
    - 5. Verify that potable-water supply connections have backflow preventers.
    - 6. Energize circuits to electrical equipment and devices.
    - 7. Adjust operating controls.
  - B. Operational Tests: Measure and record water flow rate and area coverage at each sprinkler. Adjust to achieve indicated values.
- 2.19 INSPECTION, ACCEPTANCE, RETAINAGE AND PAYMENT
- A. Upon completion of Work, the Contractor shall notify the Owner's Representative and the Project Manager at least ten (10) days prior to requested date of review for Substantial Completion of all portions of the work. Project Manager will issue a punch list for work to be corrected. All work on the punch list must be completed within five (5) working days from the date of inspection. Where Irrigation Work does not comply with requirements,

replace rejected Work. In unusual circumstances a longer time period may be granted by the Owner's Representative. If such replacements are not completed within the time specified, the Irrigation Contractor may be considered to be in default of the Contract, and the Owner's Representative may use the contract retainage to hire other Contractors to finish the Work.

- B. It will be the responsibility of the Irrigation Contractor to provide a reliable communication system (i.e., two way radios or remote radio control activation system) for Substantial Completion and Final Inspections.
- C. If an inspection / acceptance walk-thru has been scheduled and the Project Manager arrives at the site and determines that the Irrigation System is not substantially complete (all system components in place, operational, and checked with 100% sprinkler coverage), the Irrigation Contractor shall be responsible for all costs incurred by the Project Manager to revisit the site at a future date. Reimbursable expenses include, but are not limited to, automobile mileage, airfare, Project Manager's hourly billing rate, parking fee, meals, rental car, etc. All incurred expenses will be deducted from the final contract amount or the contract retainage.
- D. Certificate of Substantial Completion will be issued for satisfactory completion of repairs and replacements and completion of As-Built Drawings. If punch list items are issued with the Certificate, they must be corrected within five (5) working days.
- E. Final Acceptance: Two years after Date of Substantial Completion of the Work, the Owner's Representative and the Project Manager will review the Work for Final Acceptance. Upon satisfactory completion of repairs and/or replacements the Project Manager will certify, in writing, Final Acceptance of the Work. The Final Acceptance Certification issued by the Project Manager will serve as evidence that Contractor's two (2) year warranty obligations have been met.



## ATTACHMENT G - TREE PROTECTION

DATE 10/05/09	NORTH NA	TITLE TREE PROTECTION FENCE, ELEVATION	<p style="text-align: center;"><b>DISTRICT OF COLUMBIA</b> <b>DEPARTMENT OF PARKS AND RECREATION</b></p> <p>Office of Planning &amp; Capital Projects Main Office: 3149 16th Street, N.W. Washington, D.C. 20010 202-673-7647 <a href="http://www.dpr.dc.gov">www.dpr.dc.gov</a></p>	
SCALE NO SCALE				
TYPE DETAIL				

TREE PROTECTION FENCING NOTES

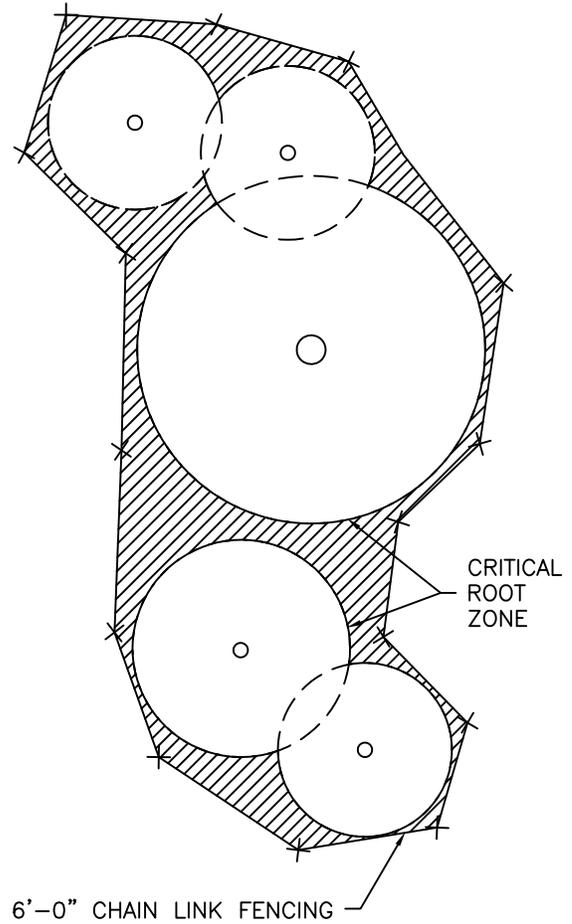
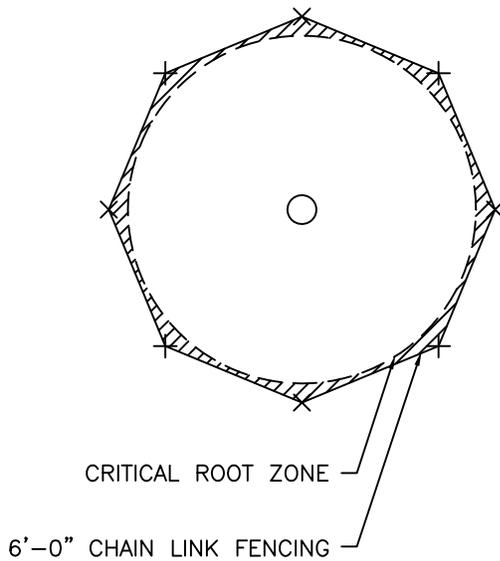
1. Tree protection shall be a minimum of 6'-0" high chain link fence mounted on vertical pipes driven 2'-0" into the ground, at approximately 8'-0" to 10'-0" (max.) on center, with no gates.

In areas where super silt fence (SSF) and the tree protection fence run parallel, SSF may be utilized for tree protection purposes upon approval by DPR.

2. Tree protection fencing shall be erected at the critical root zone or beyond prior to start of any clearing, grading or other construction activity.

3. Signs stating "No Entry, Tree Protection Area, Call 202-671-0421 to report violations" are to be posted in both English and Spanish.

4. Tree protection shall not be removed until completion of all construction activity and approval of DPR.



DATE 10/05/09	NORTH NA
SCALE NO SCALE	
TYPE DETAIL	

TITLE  
TREE PROTECTION FENCE,  
PLAN

**DISTRICT OF COLUMBIA  
DEPARTMENT OF PARKS AND RECREATION**

Office of Planning & Capital Projects  
Main Office: 3149 16th Street, N.W.  
Washington, D.C. 20010  
202-673-7647  
www.dpr.dc.gov



12"

18"

NO  
ENTRY

TREE PRESERVATION  
AREA  
CALL 202-671-0421  
TO REPORT VIOLATIONS

PROHIBIDO ENTRAR  
ZONA DE PROTECTION DEL  
ARBO  
LLAMAR AL TEL  
202-671-0421  
PARA REPORTAR INFRACCIONES

DATE  
10/05/09  
SCALE  
NO SCALE  
TYPE  
DETAIL

NORTH  
NA

TITLE  
TREE PROTECTION FENCE,  
SIGN

DISTRICT OF COLUMBIA  
DEPARTMENT OF PARKS AND RECREATION  
Office of Planning & Capital Projects  
Main Office: 3149 16th Street, N.W.  
Washington, D.C. 20010  
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## **Davis-Bacon Wage Rates**

General Decision Number: DC140002 01/31/2014 DC2

Superseded General Decision Number: DC20130002

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

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

Modification Number	Publication Date
0	01/03/2014
1	01/24/2014
2	01/31/2014

ASBE0024-007 10/01/2012

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 33.13	13.60

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

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ASBE0024-008 10/01/2012

	Rates	Fringes
ASBESTOS WORKER: HAZARDOUS MATERIAL HANDLER.....	\$ 20.86	5.61

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

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ASBE0024-014 10/01/2012

	Rates	Fringes
FIRESTOPPER.....	\$ 26.06	6.05

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.

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BRDC0001-002 05/07/2013

Rates	Fringes
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BRICKLAYER.....\$ 28.17 8.03

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CARP0132-008 05/01/2013

Rates Fringes

CARPENTER, Includes Drywall  
Hanging, Form Work, and Soft

Floor Laying-Carpet.....\$ 26.81 8.13  
PILEDRIVERMAN.....\$ 26.62 8.15

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\* CARP1831-002 04/01/2013

Rates Fringes

MILLWRIGHT.....\$ 31.59 8.58

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ELEC0026-016 11/04/2013

Rates Fringes

ELECTRICIAN, Includes  
Installation of

HVAC/Temperature Controls.....\$ 40.95 14.63

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ELEC0026-017 09/01/2012

Rates Fringes

ELECTRICAL INSTALLER (Sound

& Communication Systems).....\$ 25.55 3%+7.77

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

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

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ELEV0010-001 01/01/2014

Rates Fringes

ELEVATOR MECHANIC.....\$ 40.49 26.785+a+b

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

b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for

6 months to 5 years of service as vacation pay credit.

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IRON0005-005 06/01/2013

	Rates	Fringes
IRONWORKER, STRUCTURAL AND ORNAMENTAL.....	\$ 30.00	16.04

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IRON0201-006 05/01/2012

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 26.50	16.68

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LABO0657-015 06/01/2012

	Rates	Fringes
LABORER: Skilled.....	\$ 21.26	6.83

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

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MARB0002-004 07/01/2013

	Rates	Fringes
MARBLE/STONE MASON.....	\$ 33.58	15.13

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

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MARB0003-006 07/01/2013

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 25.78	9.72

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MARB0003-007 07/01/2013

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 20.98	8.81

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MARB0003-008 07/01/2013

	Rates	Fringes
TILE SETTER.....	\$ 25.78	9.72

MARB0003-009 07/01/2013

	Rates	Fringes
TILE FINISHER.....	\$ 20.98	8.81

PAIN0051-014 06/01/2013

	Rates	Fringes
GLAZIER		
Glazing Contracts \$2 million and under.....	\$ 24.30	9.61
Glazing Contracts over \$2 million.....	\$ 27.64	9.61

PAIN0051-015 06/01/2013

	Rates	Fringes
PAINTER		
Brush, Roller, Spray and Drywall Finisher.....	\$ 24.89	8.91

PLAS0891-005 07/01/2013

	Rates	Fringes
PLASTERER.....	\$ 28.33	5.85

PLAS0891-006 02/01/2013

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 27.15	9.61

\* PLAS0891-007 08/01/2012

	Rates	Fringes
FIREPROOFER		
Handler.....	\$ 16.00	3.89
Mixer/Pump.....	\$ 18.00	3.89
Sprayer.....	\$ 22.50	3.89

Spraying of all Fireproofing materials. Hand application of Fireproofing materials. This includes wet or dry, hard or soft. Intumescent fireproofing and refraction work, including, but not limited to, all steel beams, columns, metal decks, vessels, floors, roofs, where ever fireproofing is required. Plus any installation of thermal and acoustical insulation. All that encompasses setting up for Fireproofing, and taken down. Removal of fireproofing materials and protection. Mixing of all materials either by hand or machine following manufactures standards.

PLUM0005-008 08/01/2013

	Rates	Fringes
PLUMBER		
Apartment Buildings over 4 stories (except hotels).....	\$ 23.41	9.51+a
ALL Other Work.....	\$ 38.17	16.25+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.

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 PLUM0602-008 08/01/2012

	Rates	Fringes
PIPEFITTER, Includes HVAC		
Pipe Installation.....	\$ 37.62	18.07+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.

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 ROOF0030-016 09/01/2012

	Rates	Fringes
ROOFER.....	\$ 26.90	10.18

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 SFDC0669-002 07/01/2013

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 31.14	17.62

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 SHEE0100-015 07/01/2013

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 39.93	15.38

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 SUDC2009-003 05/19/2009

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

LABORER: Mason Tender for pointing, caulking, cleaning of existing masonry, brick, stone and cement structures (restoration work); excludes pointing, caulking and cleaning of new or replacement masonry, brick, stone and cement.....

	\$ 11.67
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POINTER, CAULKER, CLEANER,  
Includes pointing, caulking,  
cleaning of existing masonry,  
brick, stone and cement  
structures (restoration  
work); excludes pointing,  
caulking, cleaning of new or  
replacement  
masonry, brick, stone or  
cement.....\$ 18.88

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

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

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The body of each wage determination lists the classification  
and wage rates that have been found to be prevailing for the  
cited type(s) of construction in the area covered by the wage  
determination. The classifications are listed in alphabetical  
order of "identifiers" that indicate whether the particular  
rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with  
characters other than "SU" denotes that the union  
classification and rate have found to be prevailing for that  
classification. Example: PLUM0198-005 07/01/2011. The first  
four letters , PLUM, indicate the international union and the  
four-digit number, 0198, that follows indicates the local union  
number or district council number where applicable , i.e.,  
Plumbers Local 0198. The next number, 005 in the example, is  
an internal number used in processing the wage determination.  
The date, 07/01/2011, following these characters is the  
effective date of the most current negotiated rate/collective  
bargaining agreement which would be July 1, 2011 in the above  
example.

Union prevailing wage rates will be updated to reflect any  
changes in the collective bargaining agreements governing the  
rates.

0000/9999: weighted union wage rates will be published annually  
each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived  
from survey data by computing average rates and are not union  
rates; however, the data used in computing these rates may

include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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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