

**NOVA PARKS WATERPARKS
POOL WHITECOAT AND REPAIRS**

Project Manual

December 20, 2018



**NOVA Parks
5400 Ox Road
Fairfax Station, Virginia 22039
(703) 352-5900
www.NOVAPARKS.com**

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INVITATION TO BID
NOVA PARKS WATERPARKS
POOL WHITECOAT AND REPAIRS

Sealed bids will be received by mail or in person at the Northern Virginia Regional Park Authority Headquarters, 5400 Ox Road, Fairfax Station, Virginia 22039, until **Monday, January 28, 2019 at 2:30 p.m. EST**. Bids will be opened in public at that time.

The project includes removing of unbonded plaster, applying new whitecoat or Diamondbrite plaster to pools, and other miscellaneous repairs. The Contractor shall provide all labor and materials necessary for a complete and usable end product.

The Contractor shall furnish all equipment, material and labor in accordance with the project manual and plans. Five percent bid bond or certified check required for all bids over \$500,000. All bids and bid bonds shall remain valid for ninety days. Performance and Labor and Material Payment bonds shall be required of the successful bidder for all contracts awarded over \$500,000.

The Project Manual can be downloaded from the NOVA Parks website (www.novaparks.com) at <https://www.novaparks.com/about/bids-proposals>. The Contractor shall be responsible to verify and obtain any addendum prior to the bid date. The Project documents include the following:

- Project manual dated December 20, 2018

All questions regarding this project shall be directed to the attention of Blythe Russian, Superintendent, and shall be in writing. Questions may be emailed to brussian@nvrpa.org.

Project Addenda will be posted on the NOVA Parks website as well as emailed to those registered.

Access to the site can be obtained by contacting the park staff as follows:

Ocean Dunes- Sarah Johnson 703-534-3437 ext. 102

Atlantis – Olivia Black 703-631-0552

FORM OF PROPOSAL - PAGE 1 OF 2
NOVA PARKS WATERPARKS
POOL WHITECOAT AND REPAIRS

PROPOSAL

To furnish all material, labor, tools, equipment and supplies to perform all work specified herein and shown in the contract documents.

Name of Bidder: _____

Address of Bidder: _____

Telephone Number: _____

Signature /Title: _____

Print or Type Name: _____

Date: _____

Virginia Contractor's _____

License Number: _____

To: Blythe Russian, Superintendent
Northern Virginia Regional Park Authority
5400 Ox Road
Fairfax Station, Virginia 22039
(703) 352-5900

Bidders shall fill in all blank spaces on the Form of Proposal. Pursuant to and in compliance with the contract documents, the undersigned proposes and agrees, if this proposal is accepted, to furnish all labor, materials, supplies, equipment and other facilities, and to perform all work described in the project manual in the manner therein prescribed for consideration of the following amount.

The low bid shall be determined by the sum of the Four Total Base Bids on the Form of Proposal and whichever Alternates are chosen by NOVA Parks. Bidders shall fill in all blank spaces on the Form of Proposal.

FORM OF PROPOSAL - PAGE 2 OF 2
NOVA PARKS WATERPARKS
POOL WHITECOAT AND REPAIRS

Ocean Dunes Play Pool-BASE BID PART 1 –All work to whitecoat the play pool with the exception of the removal of unbonded plaster (lump sum).

_____ Dollars / \$ _____

Ocean Dunes Play Pool-BASE BID PART 2 – Removal of unbonded plaster.

(\$ _____ per square foot) times (200 square feet) =

_____ Dollars / \$ _____

Ocean Dunes Play Pool-TOTAL BASE BID – Sum of Part 1 and Part 2 from above.

_____ Dollars / \$ _____

ALTERNATE 1 – Replacement of drain covers.

(\$ _____ per cover) times (2 covers) =

_____ Dollars / \$ _____

Atlantis Baby Pool-BASE BID PART 1 –All work to Diamondbrite (or equivalent) with the exception of the removal of unbonded plaster (lump sum).

_____ Dollars / \$ _____

Atlantis Baby Pool-BASE BID PART 2 – Removal of unbonded plaster.

(\$ _____ per square foot) times (25 square feet) =

_____ Dollars / \$ _____

Atlantis Baby Pool-TOTAL BASE BID – Sum of Part 1 and Part 2 from above.

_____ Dollars / \$ _____

ALTERNATE 1 – Replacement of drain covers

(\$ _____ per cover) times (4 covers) =

_____ Dollars / \$ _____

Acknowledges Receipt of Addendum # _____ dated _____.

Acknowledges Receipt of Addendum # _____ dated _____.

PROJECT DESCRIPTION

The work shall include the following at Ocean Dunes Waterpark at Upton Hill Regional Park:

Play Pool

1. Remove all unbonded plaster.
2. Whitecoat Play Pool.
3. Replace expired or damaged drain covers.
4. Miscellaneous small repairs that will be determined on site and paid for via change order.

The work shall include the following at Atlantis Waterpark at Bull Run Regional Park:

Baby Pool

1. Remove all unbonded plaster.
2. Installation of Diamondbrite or an approved equal in the Baby Pool.
3. Replace expansion joint.
4. Replace expired or damaged drain covers.
5. Miscellaneous small repairs that will be determined on site and paid for via change order.

The Contractor shall furnish all equipment, material and labor in accordance with the Request for Proposal and all specifications.

*******END OF PROJECT DESCRIPTION*******

SUPPLEMENTAL GENERAL CONDITIONS

PART 1 – GENERAL

The Form of Proposal requires unit prices for several line items. The unit price quantities listed are estimates that will be used to determine total proposed project cost and the low bidder. The quantities are subject to change as the work is completed. The Contractor shall be paid per the actual amount of work completed times the unit price cost in the Contractor's bid.

NOVA Parks reserves the right to disqualify any bidders who are determined not to have adequate experience or favorable client references. Any disqualifications shall be at the sole discretion of NOVA Parks.

The Contractor shall provide a listing of at least 5 similar projects that have been completed by the Contractor within the past 3 years. The project listing shall include (a) a description of the work including project location, (b) the date the work was completed, (c) the total project cost, and (d) the name and address of the client along with the name of a contact person and telephone number. The project listing shall indicate which portions of the work were completed by the Contractor and which portions were completed by subcontractors. If a subcontractor is to be used, the contractor shall submit his qualifications and references

All bidders shall submit their bids on the enclosed Form of Proposal.

Contractor shall provide at least 48 hours' notice prior to beginning of work.

Contractors must have a valid Class A Virginia Contractor's License at time of the bid.

Materials may be stored on site with prior approval from NOVA Parks. Only materials to be used on this project may be stored on site. NOVA Parks is not responsible for Contractor's material or equipment left on site.

The project has to be completed no later than May 6, 2019. NOVA Parks intends to issue a notice to proceed no later than February 25, 2019. If the work is not completed within the time required, as that time may be adjusted by change orders, there shall be imposed on the contractor liquidated damages of \$500.00 per calendar day for each day beyond the contract time it takes to complete the work.

All work will be completed during weekday business hours of 7 am to 6 pm. No work shall be permitted on weekends or holidays without prior approval from NOVA Parks.

Contractor should verify lengths and conditions and provide bids that reflect actual lengths and conditions.

No vehicles, at any time, shall be driven off the asphalt road or graveled driveways including material delivery trucks.

The Contractor shall be responsible for all miscellaneous damages caused by his forces, to include subcontractors, to park property during the course of this project.

Submittals shall be made to the owner for approval of all materials specified in the project manual or for requested substitutions of specified materials. Acceptance of a substitution shall be at the sole discretion of NOVA Parks

The Contractor shall remove and properly dispose of all waste material generated from this project. If a dumpster is to be used, its location must be coordinated with NOVA Parks.

The Contractor shall furnish all equipment, material and labor in accordance with the project manual. The Contractor shall provide a complete and fully usable product whether or not everything is specifically called for in the project manual.

The successful Contractor shall endorse NOVA Parks on its insurance policy as an additional insured to protect the interests of the public. Certificates of Insurance and Additional Insured Endorsements acceptable to NOVA Parks shall be filed with the Authority prior to commencement of the Work. These Certificates and Endorsements shall contain a provision that coverages afforded under the policies will not be cancelled until at least thirty days prior written notice has been given to NOVA Parks. Insurance certificates must include an additional insured endorsement naming the following as an additional insured: "The Northern Virginia Regional Park Authority, its officers, directors, agents, employees, and volunteers." The endorsement must be completed on endorsement form CG 20 10 11 85 or CG 20 10 07 04.

PART 2 – WARRANTY AND AS-BUILTS

The Contractor shall provide a written warranty to NOVA Parks covering all defects in materials and workmanship for the period of two years from the date of project completion. All warranties provided by the equipment and material manufacturers shall also be provided to NOVA Parks. The warranty shall state that all warranted items should be repaired, at the Contractor's expense, within 72 hours of notification by the Owner.

The Contractor shall provide three copies of an Owner's manual detailing proper use and maintenance of all materials. Each copy should be bound, indexed and labeled as follows:

The typewritten manuals shall include the following:

1. Name, address, telephone number and contact person (if applicable) of all Contractor(s) involved in the project.
2. The Contractors' written two-year warranties as noted above.
3. Complete manufacturers' operating and maintenance instructions for all materials and equipment.
4. Manufacturers' warranties for all materials and equipment.

*******END OF SUPPLEMENTAL GENERAL CONDITIONS*******

PROJECT SPECIFICATIONS

The Contractor shall strictly follow the manufactures recommendations for installation of the surface products to include, but not limited to preparation of the surface, applicable temperatures and conditions, means and thicknesses of the products. When there is a conflict between the manufacturer's recommendation and the specifications, the more stringent shall be used.

The work includes:

- Pumping down and cleaning out water and debris in the pool;
- **Removing of all unbonded old plaster and surfacing material** on a per square foot basis;
- Preparing the existing surface for the application of exposed aggregate surface;
- Applying bondcoat;
- Replacement of expansion joints; if needed
- Replacement of any expansion joint tiles, as needed;
- Replacing broken or expired drain covers to meet ASME/ANSI A112.19.8-2007 standards, as needed;
- Application of marblelite pool plaster with a minimum thickness of 3/8 of an inch;
- Providing owner with instructions for filling the pool and for proper curing of the new surface.

1. Applicable Documents: The following specifications and standards of the issues referred to in this section and listed below, form a part of this specification to the extent required by the references thereto.

SS-C-192 (1) Federal Cement Portland

2. General Requirements: The work shall include drainage of the pools, removal of debris, removing safety surface, breaking out all whitecoat plaster, acid bath of the entire surface, applying bondcoat, and application of the new marblelite surface over pool interior structure.
3. Materials:
 - Whitecoat Material
 - 3.1 Portland Cement: Used in the surfacing mix shall be Type I or 1A white cement conforming to specification SS-C-192 (1).
 - 3.2 Marblelite: Shall be a ground limestone aggregate totally suitable for this application

3.3 Water: For mixing and curing including free moisture shall be clean, fresh and free from injurious amounts of oil, acid, salt alkali, silt, organic matter or other deleterious substances.

4. Surface Preparation for Whitecoat/Marblelite: The Contractor shall thoroughly prepare the existing surfaces to properly receive the marblelite coating. This shall include sawing the marblelite to the gunite or concrete immediately below the tile/gutters and chip old marblelite back 3" below tile/gutters. Chip away old marblelite from around all fittings at least three inches down to gunite or concrete. The entire surface of the marblelite shall be acid bathed to remove body oil, suntan lotion, and any other debris to obtain a good clean etched surface for application of marblelite. The Contractor shall exercise care during the complete project so as not to damage adjacent areas of pool fittings, tile, whitecoat and plumbing lines. All skimmers, inlet fittings, and main drains shall be plugged by use of rubber winterization plugs or other approved means to keep construction materials out of plumbing lines. The water line shall be thoroughly and properly covered for complete protection. Any tile damaged shall be replaced with the same kind at no charge to the contract. NOTE: **It is very important that all unbonded whitecoat/marblelite is removed.**

5. Resurfacing: The application of marblelite is a highly specialized skill and shall be done in a totally professional and workmanlike manner, and acceptable to NOVA Parks. The temperature of the pool surface shall be at least 50 degrees F. during application and finishing.

6.1 Mixture: The Contractor shall prepare a mix ***Marblelite, White Cement and MetaMax PA*** which shall be applied to a thickness of not less than 3/8" at any point throughout the entire pool surface.

6.2 Finish: The finished surface must be smooth and tightly bonded to the existing structure using special steel trowels for this application. The final finish shall show no variation in cross section in excess of 1/4" in 5 feet. The Contractor shall take such precautions as necessary to avoid burns or gray areas caused by over troweling.

6.3 Curing: The new marblelite surface shall be protected adequately from injurious action by sun, rain, flowing of water, or frost and the pool shall be filled with water immediately after application. Once the water has been started, do not stop adding water until pool is filled to level of gutter or skimmers. Note: It is important to fill pool as soon as possible to help curing. NOVA Parks will furnish water by fill spout from its well water supply.

6. Additional replacements or repairs may be determined upon drainage of the pools and costs assessed by the Contractor at that time. The scope of such work may include, but will not be limited to, the following:
- damaged return lines

- broken plumbing lines, if needed
- 7. Contractor is to pump pool into the existing sewer/discharge pipe or other area as designated by NOVA Parks. Park staff will provide specific directions.
- 8. Contractor is responsible for keeping the hydrostatic lines pumped out during the drainage of the pool and all subsequent work periods. *Moreover, the Contractor is responsible removing of all hydrostatic line plugs, and taking appropriate measures to insure that pool shell does not heave during the course of this work, and shall be responsible for all damage Contractor may cause.*
- 9. All work must be completed **no later than Monday, May 6, 2019.**
- 10. Any questions regarding the scope of work should be directed to the Park Operations Superintendent, Blythe Russian at (703) 359-4624. Site access may be coordinated through the site.
- 11. Contractor shall specify warranty for workmanship and material.

DIAMOND BRITE SPECIFICATIONS

1. All existing Diamond Brite material shall be removed from pool surface.
2. Surface preparation, bond coating and material installation shall be in conformance with the Diamond Brite Installation Manual.

*******END OF SPECIFICATIONS*******

SOUTHERN GROUTS & MORTARS, INC.

**DIAMOND BRITE™
&
QUARTZ SERIES**

EXPOSED AGGREGATE FINISHES

INSTALLATION MANUAL

**1502 S.W. 2nd PLACE, POMPANO BEACH, FLORIDA 33069
(954) 943-2288 Fax (954) 943-2402
PLANT CITY, FLORIDA DALLAS, TEXAS
CORONA, CALIFORNIA**

INTRODUCTION

Diamond Brite is an exceptionally durable swimming pool and spa finish that is a unique blend of colored quartz aggregate and polymer modified cement. It was developed to answer both the consumer and contractor's demand for a longer lasting and more colorful pool finish that is resistant to traditional plaster problems. Diamond Brite will stand up to the harshest pool environments and can be cleaned by acid washing several times throughout its life span, without sustaining permanent damage.

In the late 1980's spot etching and other plaster problems had reached epidemic proportion throughout the United States. Traditional limestone-based finishes deteriorated rapidly, even with reasonable chemical maintenance, leading to customer dissatisfaction and frustration for contractors. This rapid deterioration was due to the weak, soluble nature of the marble aggregate and fine cement paste at the plaster surface. The dissolution of the cement paste and subsequent erosion of the marble aggregate produced unsightly "spot etching" and discoloration.

Minute fluctuations in water chemistry were sufficient to initiate the unstoppable process of deterioration that afflicted many pools and spas. Typical cleaning methods such as "acid washing" brought only temporary relief and in reality caused accelerated erosion. More than a few pool builders and service contractors went out of the plaster business as a result of the these problems.

Finally, in the early 1990s, SGM introduced Diamond Brite to the swimming pool and spa industry. With its revolutionary use of insoluble quartz and exposed aggregate technology, Diamond Brite quickly took the industry by storm. Pool and spa contractors everywhere eagerly embraced Diamond Brite as a true advancement over existing pool plaster technology.

In just five years there were over 100,000 Diamond Brite pools, including major water theme parks, international resorts, competition, commercial and residential pools and spas throughout the world.

There is no secret to Diamond Brite's success. Quartz aggregate, unlike marble, is completely insoluble, even in the presence of highly corrosive acid. And, by intentionally removing the highly susceptible cement paste during the exposure process, a colorful, slip resistant and extraordinary durable surface is revealed. Finally, polymer modification of the cement used in Diamond Brite, increases hardness, improves bonding and reduces water penetration.

Careful selection of the finest ingredients available and strict quality control procedures set SGM apart from all other manufacturers. Every batch of Diamond Brite, about 60 to 80 bags, produced at SGM manufacturing facilities in Pompano Beach Florida, Dallas Texas, and Corona California, is tested before shipping to insure our customers receive the highest quality product. Samples of each batch are stored at the factory for future reference in the event of a warranty claim.

Finally, this manual is intended as a reference source only. It is assumed that the user is experienced in the application of standard swimming pool plasters and water chemistry. There is no substitute for hands-on experience in the application of Diamond Brite. Training by skilled installers is available through SGM and is the only way to acquire the necessary skills. Revisions will be published yearly as more information is accumulated. For more information or to get on our mailing list to receive a revised copy each year, contact your local SGM representative or call us at (800) 641-9247.

I. DETERMINING COVERAGE

- A. Measure the total square footage of the pool's interior surface (walls and floor). Include extra material for steps, benches and swim outs.
- B. Determine the required number of bags by using 25 square feet per bag for the average pool. More material will be required for a rougher shell. Use 18 square feet per bag for Pearl, Golden Pearl and Tahoe Blue Golden Pearl due to the larger aggregate size.
- C. **Always add 5% to 10% more bags to allow for error.** It will not be possible to match areas plastered later due to shortages on the job site. Always take more than you need.

II. PREPARATION OF THE SUBSTRATE OR POOL SHELL

A. New Pool Shells

- 1. The shell must be free of any foreign material that may interfere with the bonding of the new plaster.
- 2. All loose material such as dripped thinset, grout, paint, dirt, patching or decking products must be removed by scraping, water blasting (pressure cleaning) or sand blasting.
- 3. Algae, mold and mildew must be eliminated by chlorine washing. Failure to do so will result in discoloration and bond failure (delaminations).
- 4. Remove any oil or grease with tri-sodium phosphate and water. Oils and grease left on the pool shell will cause bond failure and prevent proper etching and cleaning by waterborne acid solutions. To test for oil and grease, wet the entire pool shell surface and examine it carefully for beading water droplets. Heavily saturated areas may require soaking with liquid detergents until oil is removed.
- 5. Etch the surface with Muriatic Acid and water. Adjust the concentration as needed to properly clean and roughen the surface. Smoother shells will require a higher concentration of acid and vice versa.
- 6. All water penetration due to hydrostatic pressure (weepers) must be stopped. Use SGM Instant Hydraulic Cement to plug leaks and seal around fittings.
- 7. The shell must be fully cured at least 28 days.
- 8. All pool inlets and main drain lines should be plugged to prevent clogging during plasterwork and exposure. All plugs except the main drain should remain in place until the pool is filled to prevent drip stains.
- 9. Mark the location of all fittings with a small piece of tape placed on the coping directly above to prevent them from being accidentally covered during the plaster process. It may be best to draw a map indicating the locations of all fittings in projects with numerous inlets and outlets.

B. Resurfacing Projects

- 1. Follow all of the above procedures.
- 2. Undercut all existing tile and fittings 2" away and 3/8" deep into the existing plaster substrate.

3. Sound out and remove all hollow and delaminated plaster. Identify the hollow spots and saw an area 3" outside them. Remove the loose plaster inside the cut area.
4. Fill the hollow with SGM Vinyl Patching Compound or SGM Sand Topping Mix and Concrete Bonding Agent bringing the area level with the existing plaster.
5. Apply SGM Bond Kote as directed. Each unit of Bond Kote consists of one 5-gallon pail of Liquid Resin and two 65 lb., bags of Dry Mix and will cover approximately 500 square feet. Mix one 65 lb. bag of SGM Bond Kote with 1/2 pail of SGM Bond Kote Liquid Resin. Coat existing plaster using a 1 1/4" nap paint roller.

Allow material to set for one minute then create stipple texture by going over the area again with roller. Allow Bond Kote to cure for at least 6 hours before plastering. If Bond Kote is rained on or left to sit for more than a few days it may have to be reapplied.

III. MIXING

Note: **Diamond Brite** is made in batches of 60 to 80 bags using natural ingredients. For this reason there will be variations in shade between batches. Batch numbers are stamped on the ends of every bag. It is therefore incumbent upon the user to follow these instructions explicitly to ensure the most consistent color throughout the pool.

- A. Separate the bags according to the batch numbers stamped on the bottom of each bag. **Record all batch numbers. All warranties are rendered invalid without the batch numbers.**
- B. Blend different batches together in each mix according to the ratio present at the job site. For example: If there are 30 bags total on the job and there are 20 bags of Batch A and 10 bags of Batch B then use 2 bags of A to 1 bag of B in every mix.
- C. Measure and add water to mixer. Hold back a portion of the water and add as necessary as mixing progresses. Careful measuring of the mix water will produce the best material. Lower water to cement ratios will produce plaster of greater strength and density. It is therefore best to use as little water as needed to produce a workable mix. Excess water will reduce strength and increase shrinkage (check) cracks. Water requirements will vary according to job site conditions.

Note: Mix water quality is extremely important. Well water or water high in metal and mineral content will cause discoloration in finished Diamond Brite. Additionally, mix water of high hardness or alkalinity will cause the plaster to effloresce, releasing high levels of salts that produce calcium scale. This is especially true of colored Diamond Brite such as Midnite Blue, Onyx, Tahoe Blue and French Gray. Check mix water for metals, minerals, hardness and alkalinity before using.

- D. Start mixer and add Diamond Brite as quickly as possibly to ensure that all the material has the proper mix time. Failure to do so will produce uneven set times and result in washouts and streaking.
- E. Mix for a minimum of 5 minutes but no more than 10 minutes. This ensures even distribution of aggregates and increases the working time of the plaster. Insufficient mix time will result in uneven setting and shade variations. Too much mix time will produce an overall weaker plaster and may entrain undesirable air bubbles. As a rule of thumb, mix for only the amount of time required to produce a consistent, homogenous batter.
- F. Calcium Chloride may be used as an accelerator. It must be fully dissolved in water allowing impurities to settle out. Pour off the solution from the top being careful not to add impurities to the mix. The impurities found in calcium chloride flake and pellets have

been known to cause discoloration in pool plaster. No more than 2% by weight of cement (about 1/2 lb. per bag) can be used. Overuse will cause discoloration. For best results use SGM Accelerator 100 at a maximum rate of 1/4 gallon per bag.

IV. PUMPING

Note: Although it is not necessary to use a plaster pump many contractors do. Included here are some helpful hints for successful pumping.

- A. Increase the size of the pump manifold from 3" to 4". This can be expensive and not all plasterers have found it necessary. Change the valve ball from plastic to steel to improve longevity.
- B. Set plaster pump to the lowest gear by moving the belt. Always begin pumping with a full stroke on the main piston. This is accomplished by advancing the wheel until the cam is at its highest position.
- B. Prepare a slurry of cement and water and run it through the pump first to prime the pump and lubricate the hoses. A pump aid can be used as directed.
- C. Pour the mixed plaster slowly into the pump hopper. Do not pour all the material in at once. Agitate the material in the hopper to prevent separation of the cement and aggregate.
- D. Pump the complete batch without stopping. Avoid unnecessary stopping during the pumping process. Diamond Brite aggregate will tend to settle in the pump manifold and hoses when the pump is stopped.
- E. Do not try to clear a jam using the pump. Disassemble and clean the manifold and hoses when clogged. Do not water down mix. This will only cause the material to separate, clogging the pump and hoses.

V. APPLICATION

- A. Substrate should be cool and damp but not dripping wet. Mist the shell with cool, clean water but do not leave standing water. Standing water will weaken Diamond Brite in isolated areas and cause washouts.

Note: Hot, dry shells will cause rapid setting of the plaster and result in check or shrinkage cracking and delamination.

- B. Discard unmixed material (lumps). Breaking up and toweling in lumps changes the set of the Diamond Brite in that spot. This will also create a weak spot and cause washouts.
- C. Apply a scratch coat to the bowl first. The bowl will set up last and it will be necessary to walk on the bowl during the exposure process.
- D. Beginning with the shady walls and working to the sunny walls trowel a scratch coat on the walls and allow to set up slightly. The set time will vary according to temperature and humidity so constant inspection of the plaster during the set time is essential.
- E. Apply a finish coat to the entire pool surface working to 3/8" - 1/2" thick. Careful toweling will help to ensure even exposure, reduce washouts and produce a comfortable slip resistant finish. The technique of "Slick Toweling" is recommended. In this process the cement paste is brought to the surface during toweling and is removed with the trowel.

This produces a slick surface and minimized the exposure needed. The aggregate can be seen through a thin film of cement paste after troweling is complete.

- F. Special attention must be given to the filling in of shoe spike holes. Troweling in the paste from the surface will result in the hole having no aggregate. The applicator must be careful to fill all spike holes with Diamond Brite aggregate to avoid visible spike holes.
- G. Extra care must be taken to ensure proper troweling in the coves and corners. Insufficient troweling in these areas will result in roughness and washouts (loss of cement and aggregate) during the exposure process.

VI. EXPOSURE

Note: You must have one workman for every 300 square feet to properly expose Diamond Brite. The exposure time is limited to approximately one hour but will vary according to local conditions. Beginning too early or too late will result in uneven exposure. Some areas may be ready for exposure while other areas are still being troweled. Constant inspection of the Diamond Brite for readiness is imperative.

There are several techniques commonly used to expose Diamond Brite. The following is a list of the most popular techniques.

A. Water Washing With Brushes

Note: This is by far the most effective technique and produces the best results with standard **Diamond Brite Finishes. It is not recommended for the Quartz Series.**

1. When the Diamond Brite has lost its sheen or is no longer damp, it may be ready for exposure with soft bristle brushes and water. The material must be sufficiently set up to allow applicators to walk on the floor without leaving footprints. Wear white cotton socks or foam shoes when exposing Diamond Brite. Boots and bare feet are not recommended.
2. Test the plaster for readiness by carefully washing a small area with a soft bristle brush. If the cream washes away without losing aggregate the exposure process may begin.
3. Starting with sunny or fast setting areas begin washing away cement paste with water and brushes. Use a bucket first then progress to a soft flow of water from a garden hose as the material begins to harden. Begin using stiff bristle brushes as the set progresses.
4. Examine the plaster for hot spots that may be setting quickly. Mist these areas with water to allow longer exposure time. Over-cured cement paste will not remove easily and may require stiff bristle brushes to remove. Avoid slow setting areas like shady walls and the bowl. Washing too soon in these areas will cause washouts. If an area washes out it must be re-troweled immediately. Keep some extra Diamond Brite mixed up for use in patching washout areas. Use of torches or newspaper to dry wet areas is acceptable if done properly.
5. Keep a sump pump running in the main drain at all times to discharge the wash solution. Dispose of wash as directed by local requirements.
6. Avoid leaving hoses, buckets or any other items on the plaster during exposure. Any object left on the plaster during this critical phase may leave a "shadow" on the surface. In the event of shadowing heat may be carefully applied to remove the discoloration.
7. When all of the cement paste has been removed from the surface uniformly, the brush phase is complete. If done thoroughly, this will complete the exposure process. The process of acid washing as described below is optional.

8. If desired, an acidwash may now be performed using a 25% solution of Muriatic Acid (higher concentrations may be needed for stubborn areas) and water to remove the thin film that may remain on the surface. Proper safety equipment must be worn at all times. Begin washing the bowl first and work up to the shallow end. Following this procedure will minimize “rivers” or streaks on the floor. The use of an acidwash additive to reduce fumes and ensure uniform coverage is highly recommended. Neutralize and discard the wash solution according to local requirements. Neutralize acid remaining on the Diamond Brite with Soda Ash and water to avoid discoloration.

B. Acid Washing

Note: This technique is commonly used in cold climates or when the plasterers lack sufficient experience to undertake water washing. It is easier to do but can produce a less uniform finish. Use this technique when applying the **Quartz Series**.

1. After toweling, allow the plaster to fully set up. This may take anywhere from one to a few hours or overnight.
2. Begin acid washing by using a 25% solution of Muriatic Acid (higher concentrations may be needed for stubborn areas) and water to remove the cement film that may remain on the surface. Increase the concentration of the acid solution as needed. Proper safety equipment must be worn at all times. Begin washing the bowl first and work up to the shallow end. Following this procedure will minimize “rivers” or streaks on the floor. Acid wash walls and steps last. Do not allow acidwash solution to puddle in the bowl area. Use a sump pump to constantly discard the run off after it is diluted and neutralized.
3. The use of an acidwash additive to reduce fumes and ensure uniform coverage is highly recommended. Neutralize and discard the wash solution according to local requirements. Neutralize acid remaining on the Diamond Brite with Soda Ash and water to avoid discoloration.

C. Wet Acidwash.

Note: Also called Acid Start-up or No Drain Acidwash. This technique is sometimes used after water washing. It is also used in areas where the fill water is high in alkalinity and or hardness. When used alone without water washing this technique produces the least desirable results. It will not remove all of the cement paste evenly and will result in a streaked appearance.

1. Remove all metal such as ladders and lights from the pool and turn off the circulation system. If the ladder cannot be removed slip a plastic garbage over it to protect it from the acid.
2. After filling the pool test the alkalinity to determine the amount of Muriatic acid needed to lower the Total Alkalinity to zero.
3. Distribute the acid evenly throughout the pool.
4. Brush the pool thoroughly over the entire surface twice daily for 3 days.
5. Add a sequestering agent and raise the pH to the proper level with Soda Ash.
6. Start the circulation system and follow the start up instructions

VII. STARTUP AND WATER BALANCE

- A. After the finish is exposed, let it air dry for as long as conditions will allow. Delaying the fill water a few hours or until the next morning will reduce the occurrence of shade variations (mottling). Care must be taken not to over-dry the plaster and cause shrinkage cracking. There are no substitutes for experience and knowledge of local conditions, in determining how long to let a plaster air-dry.
- B. Pre-filter the water with a carbon tank and use a sequestering agent to eliminate stain-causing contaminants.
- C. Start the circulation system as soon as possible using the main drain line. **Do not** start the system until the water level is above the return inlets. Circulate the pool continuously for the first 3 days.
- D. On the first day test and record chlorine, pH, total alkalinity, calcium hardness and temperature levels. Adjust pH to 7.2 - 7.4 and the Total Alkalinity to 100 PPM. Dissolve all chemicals in water first and allow sufficient time for each chemical to be fully dispersed before adding others. **Do not** add chlorine or calcium chloride.
- E. Brush the entire surface twice each day for the first 3 days. Clean the filter as needed.
- F. On the second day repeat steps D. and E.
- G. On the third day, adjust **all** the chemistry to the following levels:
 Free chlorine: 1.0 - 3.0 PPM pH: 7.4 Total Alkalinity: 120 PPM
 Calcium Hardness: 200 PPM* Stabilizer: 30 PPM
***Note: Lower Calcium levels help to reduce scale and discoloration.**
- H. Adjust the pump timer to normal operating hours.
- I. Do not install automatic pool cleaners for 28 days.
- J. Do not vacuum the pool with a wheeled vacuum for 14 days, to avoid leaving "wheel marks". Brush type vacuums may be used immediately.
- K. Brush pool walls and floor daily for the first 2 weeks.

Note: These suggested guidelines are based on feedback from our customers throughout the nation. They represent an average of what has worked best for the majority and do not guarantee that you will not experience common plaster phenomenon such as staining, mottling, efflorescence and scale. Water supplies vary from one municipality to the next and therefore commonsense, experience and good testing procedures must be followed. Refer to the N.S.P.I. guidelines on start up and chemistry for more detailed information.

VIII. COLORED PLASTER

All pool plasters are subject to shade variations, mottling, scale and efflorescence problems. Colored or pigmented pool plasters are especially prone to these characteristics. Diamond Brite is no exception. We recommend the use of a "Colored Plaster Release" when installing Midnite Blue, Onyx, French Gray, Tahoe Blue and other pigmented Diamond Brite. This document should advise the customer of the nature of colored plasters thereby avoiding future conflicts.

VIII. USE OF DIAMOND BRITE ABOVE WATER

- A. Diamond Brite has been used in place of waterline tile, in fountains, waterfalls, negative edge pools, zero depth and beach entry applications where a more durable plaster is

required. It should be understood by the customer that the Diamond Brite above the water will have a dry appearance that differs from the plaster below water. Some check cracking may occur. Whenever possible water curing of exposed areas for 7 to 28 days will lessen the occurrence of shrinkage cracking and increase overall strength of the plaster.

- B.** Any blisters due to air trapped during troweling will fill with water and may delaminate during freezing temperatures due to the expansion of frozen water. It is therefore imperative that the Diamond Brite be free of any blisters in above water applications.
- C.** Diamond Brite is not impervious to water penetration and will therefore develop a water line ring due to the presence of oils and dirt at the water line that will require regular maintenance.

IX. MISCELLANEOUS

- A.** Recommended reading from the National Spa and Pool Institute (703) 838-0083: "Pool Plaster Technology".
- B.** Recommended reading from the National Plasterers Council (714) 459-8053: Start-up Do's & Don'ts for Newly Plastered Swimming Pools; Why You Should Use Plaster in Your Swimming Pool; Care Tips for New Swimming Pool Plaster and Technical Manual.

GENERAL CONDITIONS

PART 1 – GENERAL

All work shall be completed within ____ calendar days of the written Notice to Proceed. If the work is not completed within the time required, as that time may be adjusted by change orders, there shall be imposed on the Contractor liquidated damages of \$300.00 per calendar day for each day beyond the contract time it takes to complete the work.

The Contractor will be responsible to protect the property from water infiltration during the course of the work.

The Contractor shall be responsible to verify and obtain any addenda issued prior to the bid date.

PART 2 - MISCELLANEOUS

CONTRACT DOCUMENTS

Any discrepancies found between the drawings and specifications or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after its discovery of such discrepancies, inconsistencies or ambiguities and prior to corrections directed by the Engineer shall be done at the Contractor's sole risk and cost.

CONDITIONS AT SITE OR STRUCTURE

Bidders should visit the site and shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the site or building, and the character and extent of existing work within or adjacent to the site. Claims, as a result of failure to do so, will not be considered by the Authority.

CONTRACTOR LICENSING REQUIREMENTS

If a contract is for one hundred twenty thousand dollars (\$120,000) or more, or if the total value of all construction, removal, repair or improvements undertaken by the bidder within any 12-month period is seven hundred fifty thousand dollars (\$750,000) or more, the bidder is required under Title 54, Chapter 7, Code of Virginia, 1950, as amended, to be licensed as a "Class A Contractor." If a contract is seven thousand five hundred dollars (\$7,500.00) or more, but less than one hundred twenty thousand dollars (\$120,000), the bidder is required to be licensed as a "Class B Contractor." The bidder shall place on the outside of the envelope containing the bid and shall place in the bid over its signature whichever of the following notations is appropriate, inserting its Contractor license number.

Licensed Class A Virginia Contractors No. _____

Licensed Class B Virginia Contractors No. _____

ERRORS IN BIDS

A bidder may withdraw its bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of quantity of work, labor or material made directly in the complication of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

If a bid is withdrawn, the next higher bidder shall be deemed to be the low bidder on the project.

REJECTION OF BIDS

The Authority reserves the right to reject any and all bids when such rejection is in the interest of the Authority, and will reject the bid of a bidder who is not a responsible bidder. (See § 11-38, Code of Virginia, 1950, as amended.)

AWARD OF CONTRACT

The Contract will be awarded as soon as possible to the lowest responsible bidder, provided its bid is reasonable, and it is in the interest of the Authority to accept it. The Authority reserves the right to waive any informality in bids received when such waiver is in the interest of the Authority; also to accept any item in the bid unless otherwise specified by the Authority. Each bidder shall be prepared, if so requested by the Authority, to present evidence of its experience, qualifications and financial ability to carry out the terms of the Contract.

CHANGES IN THE WORK

The Authority, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in Work shall be authorized by written Change Order, and shall be performed under the applicable conditions of the Contract Documents.

CHANGES IN THE CONTRACT SUM

If the Contractor wishes to make a claim for an increase in the Contract Sum, it shall give the Authority written notice within ten (10) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

TIME FOR COMPLETION AND LIQUIDATED DAMAGES

All time limits stated in the Contract Documents are of the essence of the Contract.

The Contractor shall proceed with the Work with the diligence necessary to insure Substantial Completion within the Contract Time. It is expressly understood and agreed by and between the Contractor and the Authority that the Contract Time for the completion of the work described herein is a reasonable and adequate time, taking into consideration the average climate and economic conditions and other factors prevailing in the locality of the Work.

If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Authority or the Engineer, or by any employee of either, or by any separate contractor employed by the Authority, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the Authority, or by any other cause that the Engineer determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Authority may determine.

CORRECTION OF WORK

The Contractor shall promptly remove from the premises all work rejected by the Engineer or the Authority for failure to comply with the Contract Documents whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract Documents and without expense to the Authority and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

TERMINATION

- (a) If the Contractor is adjudged a bankrupt or insolvent, or if it makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Contractor or for any of its property, or if it files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if it fails to supply sufficient skilled workmen or suitable materials or equipment, or if it fails to make prompt payments to subcontractors or for labor, materials or equipment, or if it refuses or fails to prosecute the Work or any separable part thereof, with such diligence as will insure its completion within the Contract Time, or if it fails to complete the Work within the Contract Time required, or if it disregards laws, ordinances, rules, regulations, directions or orders of any public body having jurisdiction over the Work, or if it disregards the authority of the Architect, or if it otherwise violates any provision of the Contract Documents, then the Authority may, without prejudice to any other right or remedy, seven (7) days after delivery of a written notice to the Contractor and its surety, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method it may deem expedient. In such case, the Contractor will not be entitled to receive any future payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess will be paid to the Contractor. If such costs exceed

such unpaid balance, the Contractor shall pay the difference to the Authority. Such cost incurred by the Authority will be determined by the Architect and incorporated in a Change Order.

- (b) Termination of the Contract for any of the above-listed causes may result in disqualification of the Contractor from bidding on future Authority contracts.
- (c) Where the Contractor's services have been so terminated by the Authority, the termination shall not affect any rights the Authority then has or that may thereafter accrue against the Contractor. Any retention or payment of monies by the Authority due the Contractor will not release the contractor from compliance with the Contract Documents.
- (d) Termination for Convenience: The Authority may, effective not less than after seven (7) days from delivery of a written notice to the Contractor, without cause and without prejudice to any other rights or remedies it may have, terminate this Construction Contract for its own convenience for any reason. Termination for default, if wrongfully made under this article or other provision shall be treated as a termination for convenience. When this Construction Contract has been terminated for convenience, the Contractor shall be paid only for work and labor in place, plus fifteen percent (15%) as and for its overhead and profit, or a percentage of the Contract Sum equal to the percentage of completion, whichever is less. The Contractor shall not be entitled to anticipated profits on unperformed portions of the Work.

CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (a) claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts;
- (b) claims for damages because of bodily injury, occupational sickness or disease, or death of its employees;
- (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;
- (d) claims for damages insured by usual personal injury liability coverage, which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
- (e) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from; and

(f) claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance shall be written for not less than any limits of liability specified in the Contract Documents or required by law, whichever is greater. Certificates of Insurance acceptable to the Authority shall be filed with the Authority prior to commencement of the Work.

The Contractor shall endorse the Authority on its insurance policy as an additional insured to protect the interests of the public. Certificates of Insurance and Additional Insured Endorsements acceptable to the Authority shall be filed with the Authority prior to commencement of the Work. These Certificates and Endorsements shall contain a provision that coverages afforded under the policies will not be cancelled until at least thirty days prior written notice has been given to the Authority. Insurance certificates must include an additional insured endorsement naming the following as an additional insured: "The Northern Virginia Regional Park Authority, its officers, directors, agents, employees, and volunteers." The endorsement must be completed on endorsement form CG 20 10 11 85 or CG 20 10 07 04.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Architect and his agents and employees from and against all claims, damages, losses and expense, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this Article.

In any and all claims against the Authority or the Architect or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit act.

The Authority shall retain such monies due or to become due the Contractor under the Contract as considered necessary by the Authority until such suits, claims for damages costs or losses have been settled or otherwise disposed of or satisfactory evidence to that effect has been furnished to the Authority.

CONTRACT LIABILITY

The Contractor shall be liable to Authority for all costs the Authority incurs as a result of the Contractor's failure to perform this Contract in accordance with its terms. The Contractor's failure to perform shall include the failure of its suppliers and or Subcontractors of any tier to perform. Contractor's liability shall include, but not be limited to, (1) damages, liquidated damages, and other delay costs payable to the Authority; (2) the Authority's increased costs of performance, such as extended overhead and increased performance costs resulting from Contractor-caused delays, improper Contractor work, or termination of the Contractor; (3) warranty and rework costs; (4) liability to third parties; (5) excess costs; and (6) attorney's fees and related costs.

WARRANTY

The Contractor warrants to the Authority and the Architect that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Authority, the Contractor shall furnish satisfactory evidence of the kind and quality of materials and equipment.

The Contractor shall promptly correct all Work rejected by the Architect as defective or as failing to conform to the Contract Documents whether observed before or after substantial Completion and whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Architect's additional services made necessary thereby.

If, within one year after the Date of Substantial Completion of the Work or designated portion thereof or within one year after acceptance by the Authority of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Authority to do so unless the Authority has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. The Authority shall give such notice promptly after discovery of the condition.

CONTRACTUAL DISPUTES

Contractual claims, whether for money or for other relief, shall be submitted in writing not later than (60) sixty days after initial payment; however, written notice of the Contractor's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. A written decision upon any such claims will be made by the Authority within thirty (30) days after submittal. The Contractor may not institute legal action prior to receipt of the Authority's decision on the claim unless it fails to render such decision within 120 days. The decision of the Director of Planning and Development or other signatory on the Contract shall be final and conclusive unless the

Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in § 11-70 of the Code of Virginia. Failure of the Authority to render a decision within 120 days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the Authority's failure to render a decision within the time allotted shall be the Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to § 11-71 of the Code of Virginia has established for contractual claims under this Contract.

PART 3 – MANDATORY CLAUSES

Mandatory Clauses for Agreements with Northern Virginia Regional Park Authority

The following provisions apply to any agreement between the Northern Virginia Regional Park Authority ("Customer") and any non-governmental entity ("Contractor"):

1. Equal Opportunity Employment

a. During the performance of the Agreement, the Contractor agrees as follows:

(i) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by federal or state law relating to discrimination in employment, except where there is a bona-fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that Contractor is an equal opportunity employer.

(iii) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the notice, advertisement, and solicitation requirements of this paragraph.

b. The Contractor shall cause to be included the provisions of the foregoing paragraphs a.(i), a.(ii), and a.(iii) (substituting the subcontractor or vendor for Contractor as the obligated party) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

2. Drug-Free Workplace

a. During the performance of the Agreement, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) cause to be included the provisions of the foregoing clauses (substituting the subcontractor or vendor for the Contractor as the obligated party) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

b. For the purposes of this paragraph 2, "drug-free workplace" means a site for the performance of work done in connection with the Agreement by Contractor where its employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Agreement.

3. Certifications Regarding Felons and Sex Offenders. If any services will be provided at a Virginia public school, pursuant to Code of Virginia § 22.1-296.1.C., Contractor certifies that it and any of its employees who will have direct contact with any public school students there have not been convicted of a felony or any offence involving sexual molestation or physical or sexual abuse or rape of a child. Contractor shall promptly report to the Customer any change that would make this certification no longer accurate. Additionally, Contractor certifies that none of its employees who will provide any services at any facility or property of the Customer is registered in the Sex Offender and Crimes Against Minors Registry maintained by the Commonwealth of Virginia pursuant to Code of Virginia § 9.1-900, et seq.

4. No Employment of Unauthorized Aliens. Contractor represents and warrants that Contractor does not, and shall not during the performance of this Agreement, knowingly employ any unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

5. Statement of Nondiscrimination Against Faith-Based Organizations. Customer does not discriminate against faith-based organizations. (See Va. Code § 2.2-4343.1)

6. Prompt Payment Requirements

a. Within seven days after Contractor receives amounts paid for work subject to the Agreement performed by any "subcontractor", as defined in Code of Virginia § 2.2-4347, Contractor shall take one of the two following actions:

(i) Pay the subcontractor for the proportionate share of the total payment received from Owner attributable to the work performed by the subcontractor; or

(ii) Notify Owner and the subcontractor in writing of Contractor's intent to withhold all or part of the subcontractor's payment and the reason for nonpayment

b. Contractor shall provide its Federal employer identification number with each application to Owner for payment.

c. Contractor shall pay interest to any "subcontractor" on all amounts owed by Contractor that remain unpaid after seven days following receipt by Contractor of payment from Owner for work performed by such subcontractor relating to the Agreement except as to amounts withheld as allowed by 6(a)(ii).

d. Unless otherwise provided under the terms of the Agreement, interest shall accrue at the rate of 1% per month.

e. Contractor shall include in its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

f. No obligation imposed by this paragraph 6 shall be construed to create any obligation of Customer. Under Code of Virginia §2.2-4354, no modification to the Agreement may be made for the purpose of providing reimbursement for the interest charge, and Contractor shall not invoice Customer for any such charge.

7. Authorization to Conduct Business in Virginia.

The provisions of Va. Code § 2.2-4311.2 are incorporated by reference. If Contractor is a business entity described in Va. Code § 2.2-4311.2.A, Contractor must be authorized to transact business in Virginia if required by law to be so authorized and shall not allow its existence or certificate authority or registration to transact business to lapse or be revoked or cancelled during the term of this Agreement.

*******END OF GENERAL CONDITIONS*******