SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. W912QR-05-R-0014-0002	2. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	3. DATE ISSUED 03-Feb-2006	PAGE OF PAGES 1 OF 167

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
W912QR-06-D-0008	W22W9K-4093-7874	

7. ISSUED BY	CODE W912QR	8. ADDRESS OFFER TO (If Other Than Item 7)	CODE
U. S. ARMY ENGINEER DISTRICT, LOUISVILLE 600 DR. MARTIN LUTHER KING, JR. PLACE ROOM 821 LOUISVILLE KY 40202-2230		**See Item 7**	
TEL: 502.315.6172	FAX: 502.315.6192	TEL:	FAX:

9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
	GLORIA R RITTER	502.315.6204

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

IDIQ Contract to provide quick response for Minor Construction Projects; Design/Build Construction, Conventional Construction, and Service-Type Projects, primarily associated with the Civil Works Programs, and other programs within Louisville District Corps of Engineers. Project design will be a small portion of the contract. The work can consist of, but is not

11. The Contractor shall begin performance within _____ 10 calendar days and complete it within _____ 365 calendar days after receiving

[ ] award, [X] notice to proceed. This performance period is [X] mandatory, [ ] negotiable. (See _____ .)

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) [X] YES [ ] NO	12B. CALENDAR DAYS 10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and _____5 copies to perform the work required are due at the place specified in Item 8 by _____ 02:00 PM (hour) local time 04 Aug 2005 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee [ ] is, [X] is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than _____ 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued)

(Construction, Alteration, or Repair)

OFFER ***(Must be fully completed by offeror)***

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*	15. TELEPHONE NO. *(Include area code)*
NORTHVIEW ENTERPRISES INC & TJC ENGINEERING INC - JOINT VENTURE 5001 CROWN MANOR PL #204 PO BOX 18530 LOUISVILLE KY 40261-0530	502-451-1244
	16. REMITTANCE ADDRESS *(Include only if different than Item 14)* **See Item 14**
CODE 4AEW2 / FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS	SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*	20B. SIGNATURE	20C. OFFER DATE

AWARD ***(To be completed by Government)***

21. ITEMS ACCEPTED:

SEE SCHEDULE

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
$30,000,000.00	**See Schedule**

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO ☐ 10 U.S.C. 2304(c) ☐ 41 U.S.C. 253(c)

26. ADMINISTERED BY	CODE	27. PAYMENT WILL BE MADE BY:	CODE
CIVIL/OPERATIONS/ENVIRONMENTAL BRANCH ATTN: GLORIA R. RITTER 600 DR. M. L. KING, JR. PL., RM. 821 LOUISVILLE KY 40202-2230	W912QR	USACE FINANCE CENTER (UFC) 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005	T0B0200

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ ; to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☐ 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*	31A. NAME OF CONTRACTING OFFICER *(Type or print)* DENISE A BUSH / ADDED BY SUMI TEL: (502) 315-6209 EMAIL: denise.a.bush@lrl02.usace.army.mil
30B. SIGNATURE / 30C. DATE	31B. UNITED STATES OF AMERICA BY Denise A. Bush / 31C. AWARD DATE 03-Feb-2006

NSN 7540-01-155-3212 **STANDARD FORM 1442 BACK** (REV. 4-85)

Section SF 30 - BLOCK 14 CONTINUATION PAGE

AMENDMENT 2 - QUESTIONS

Question: What would be the estimated cost range of the largest project under this contract?
Answer: See page 3 of the Request for Proposals (RFP).

Question: Could you please tell us how many contractors are anticipated to be chosen for this program?
Answer: See LCL 0214-002, page 15: Award will be made to a single bidder/offeror.

Question: Is this a follow-on contract or brand new?
Answer: This is a new requirement.

Question: How much actual work can be expected to flow through this contract every year?
Answer: See RFP, page 3, for minimum guarantee and estimated cost range.

Question: What kind of majority of work is expected to flow through this contract?
Answer: See RFP, page 1.

Question: Page 20, 2.8.3 asks to submit proposal bid schedule in original. Can you provide a copy of the bid schedule? Also, same paragraph asks to submit "…the average rates proposed for the base year period and the four option years." Can you explain what rates and for what categories we need to submit rates for all five years?
Answer: The bidding schedule, to include applicable labor categories, is included in this Amendment 2.

Question: We understand that we need to come up with the design, detailed cost breakdown, and construction schedule for the sample task included. Should we include 30% design or 100% design in the proposal? Also, do we need to come up with the specifications to include with the proposal for this contract?
Answer: In the sample project, we are looking for a detailed cost proposal, to include design fee and construction costs, not the design itself.

Question: Which volume should the design and specifications for the sample project be included in--Technical Proposal or Price Proposal?
Answer: See Amendment 2, Revised Section 00115, paragraphs 1.4 and 2.8.

Question: Is the sample project a real task and will that be awarded as part of the contract?
Answer: No award will be made for the sample project.

Question: Page 18, paragraph 1.4, directs to submit two separate volumes. Sections I through VI to be submitted as part of "Technical Proposal" in original + 6 copies. Sections VII through VIII to be submitted as part of "Price Proposal" in original only. But, on page 20, paragraph 2.6 Section VI, it says submit only one copy. Does that mean Section VI is part of Price Proposal and not Technical Proposal as mentioned in para 1.4 page 18?
Answer: Section VI is part of the Price Proposal. See Amendment 2, Revised Section 00115 for updated submission instructions.

Question: Page 19, paragraph 2.2A last sentence and 2.2B last sentence states "Work must have been self-performed to qualify as experience." Are you looking for project descriptions where Prime Contractor/Offeror self-performed 100% work?
Answer: Construction experience you submit must be actual experience performed by your company.

Question: Can we use IDIQ or similar JOC, MATOC contracts in whole as one Project Example under Section IIA and B, or must we use individual task orders/projects as project examples?
Answer: Specific projects must be used.

Question: Can we submit resumes against other important positions including proposed superintendents, designer-of-record, etc.?
Answer: Additional submissions are the offeror's choice.

Question: Section III, page 19, para 2.3.1 states "provide references for all…… in 2.2 A, B, and C, above." C is for individual personnel experience. Do you need references for each individual proposed on this contract? Do you need the references to be repeated under Section III again?
Answer: Section II, A, B and C ask for experience; Section III is for references that correlate to the experience listed**.**

Question: Page 18, paragraph 1.4 asks to submit proposed betterments in a separate section. Are you talking about the Value Engineering for the sample project or highlights of our proposed design?
Answer: Proposed betterments are the choice of the offeror.

Question: Are Design Firms allowed to appear on more than one proposal submitted, i.e. other contractors?
Answer: Yes

Question: Is there a possibility that the SBA regions 4 and 5 region requirement may broaden?
Answer: No

Question: Will it be necessary for design engineering firms, acting as subcontractors, to be Small Business qualified on these projects?
Answer: No

Question: Page 19 asks to submit six (6) resumes. Paragraph 2.2C mandates QC Manager must meet requirements of Section 01453L. There is no such section included in the set of documents uploaded on USACE web site. Further, there are two QC managers required – one for Construction and one for Design. Usually Design QC Manager does not need to have "CQM Course for Contractors" completed within last five years. I believe this is what is asked for in Section 01453L (from my past experience.) Can you clarify?
Answer: See Revised Section 00115, paragraph 2.2C; the requirements as listed in Section 01453L are for the Construction Quality Control Manager. Section 01453L is included in the new set of Specification Sections issued in this Amendment 2.

Question: Section 00130, page 26, paragraph 3.2.1C states "…The SSEB will also evaluate for the compliance with specified minimum requirements…." No minimum qualifications are detailed except for QC Manager (which will be in Section 01453L.) Are you talking about only QC Manager or all? If all, will you be evaluating against some minimum standards? In that case, we would like to see that minimum requirements, then we are ok.
Answer: See Revised Section 00130, paragraph 3.2.1C.

Question: Same paragraph 3.2.1C goes on reading "At a minimum Overall Program Manager…..The Project Engineer as a minimum will have a degree in engineering, and a …If Overall Project Manager or Project Engineer is a Professional Engineer…." You are not asking to provide resume of Project Engineer, how would you evaluate it? Is overall Project Manager viewed as Project Engineer? Please clarify.
Answer: See Revised Section 00115 Section II, paragraph 2.2C, and Revised Section 00130, paragraph 3.2.1C.

1442 CONTINUATION

The contract will consist of a one-year base period and four one-year option periods, for a total of five years.

Estimated Cost Range is $25,000,000 to $100,000,000.

The minimum guarantee is $120,000 for the base period, and $60,000 for the option period.

Task orders are estimated to range from $100,000 to $1,500,000, with no individual task order limit.

Each task order issued will either be a Design/Build Construction, Conventional Construction, or Service-type with the applicable wage rates applying.

NAICS Code is 237990 $28.5 Million.

DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (Sep 1990) FAR 52.211-14; This is a rated order certified for national defense use, and the contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700). PRIORITY RATING: DO C2.

This project is set-aside for the Small Business HUBZone Program. Offers will be accepted only from those firms registered in the SBA HUBZone Program and located within the geographical area serviced by the Small Business Administration Regions 4 and 5. See https://eweb1.sba.gov/hubzone/internet.

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		30,000,000	Lump Sum	$1.00	$30,000,000.00

NEW IDIQ CONTRACT HUBZONE RESTRICTED
FFP
NEW IDIQ DESIGN/BUILD CONSTRUCTION CONTRACT HUBZONE RESTRICTED MINIMUM GUARANTEE
PURCHASE REQUEST NUMBER: W22W9K-4093-7874

NET AMT	$30,000,000.00
ACRN AA Funded Amount	$120,000.00

PERIOD OF SERVICE: The contract is for the first year starting from the date of award through 365 days thereafter, with 4 options to extend the period for 365 days for each year, if the option is exercised.

For the first year, the Government hereby obligates itself to obtain not less than One Hundred Twenty Thousand and No/100 dollars ($120,000.00), chargeable to the following appropriation.

96 NA X 4902.0000H2 X 08 2437 NA 96152 3230 RF6101

If the option for the second, third, fourth, and fifth year is exercised, the Government will obligate itself to obtain not less than Sixty Thousand Dollars and No/100 dollars ($60,000.00) each year in services, if awarded each year by the Contracting Officer.

BIDDING SCHEDULE
Section 00100
CONSTRUCTION SERVICES & PRICES/COSTS

(APPLICABLE TO ALL TASK ORDERS ISSUED IN THE FIRST 12 MONTH PERIOD – BASE YEAR) (UNIT PRICES BELOW SHOULD NOT INCLUDE OVERHEAD AND PROFIT OF THE CONTRACTOR)

CONTRACT LINE ITEM NUMBER (CLIN)	DESCRIPTION	UNIT	UNIT PRICE
0001	GENERAL CONTRACTOR'S FIELD SUPERVISORY AND MANAGEMENT OVERHEAD		
0001AA	G.C. SITE SUPERVISOR	HR	$ 55.00
0001AB	G.C. FIELD SUPERINTENDENT	HR	$ 50.00
0001AC	G.C. QUALITY CONTROL MGR (WHEN SEPARATE PERSON TO BE FURNISHED)	HR	$ 50.00
0001AD	G.C. FIELD OFFICE ENGINEER	HR	$ 50.00
0001AE	G.C. FIELD OFFICE CLERK	HR	$ 20.00

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(APPLICABLE TO ALL TASK ORDERS ISSUED IN THE FIRST 12 MONTH PERIOD – BASE YEAR) (UNIT PRICES BELOW SHOULD NOT INCLUDE OVERHEAD AND PROFIT OF THE PRIME CONTRACTOR, BUT SHOULD INCLUDE ALL SUBCONTRACTOR DESIGNER COSTS, INCLUDING OVERHEADS, BUT EXCLUDING PROFIT)

0002	INCIDENTAL PROFESSIONAL DESIGN SERVICES – COST TO PRIME CONTRACTOR		
0002AA	PROJECT MANAGER	HR	$ 125.00
0002AB	SR. ARCHITECT	HR	$ 95.00
0002AC	ARCHITECT	HR	$ 70.00
0002AD	SR. ENGINEER	HR	$ 125.00
0002AE	ENGINEER	HR	$ 95.00
0002AF	DRAFTSPERSON	HR	$ 65.00
0002AG	TYPIST	HR	$ 45.00
0002AH	REGISTERED SURVEYOR	HR	$ 110.00
0002AJ	SURVEY TECHNICIAN	HR	$ 65.00

0002AK	**SURVEY TECHNICIAN JR.**	**HR**	**$__45.00___**
0002AL	**COST ESTIMATOR**	**HR**	**$__85.00___**
0002AM	**SPECIFICATION WRITER**	**HR**	**$__85.00___**
0002AN	**ENGINEER TECHNICIAN**	**HR**	**$__70.00___**
0002AP	**FIELD TECHNICIAN**	**HR**	**$__60.00____**
0002AQ	**FIELD TECHNICIAN JR.**	**HR**	**$__45.00____**

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(APPLICABLE TO ALL TASK ORDERS ISSUED IN THE FIRST 12 MONTH PERIOD – BASE YEAR)

0003	**PRIME CONTRACTOR: GENERAL & ADMINISTRATIVE OVERHEADS (HOME & BRANCH OFFICE) THE PROPOSED PERCENT (%) WILL APPLY TO LABOR, EQUIPMENT, MATERIALS, FIELD OVERHEAD, SUBCONTRACTS INCLUDING PROFESSIONAL DESIGN SERVICES IN TASK ORDERS.**	**%___9.8%____**

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0004	**COST OF PRIME CONTRACTOR'S PERFORMANCE AND PAYMENT BONDS ON THE TOTAL OF ALL DIRECT AND INDIRECT COSTS AND PROFIT OR FEE**		
0004AA	**FIRST $ 500,000**	**$/1K__14.40____**	**XXXXXXXXXXXX**
	NEXT $ 500,000	**$/1K___8.70____**	**XXXXXXXXXXXX**
	NEXT $1,000,000	**$/1K___8.70____**	**XXXXXXXXXXXX**
	NEXT $2,000,000	**$/1K___8.70____**	**XXXXXXXXXXXX**
	NEXT $3,000,000	**$/1K___6.90____**	**XXXXXXXXXXXX**

CONSTRUCTION SERVICES & PRICES/COSTS

(APPLICABLE TO ALL TASK ORDERS ISSUED IN THE SECOND 12 MONTH PERIOD – OPTION YEAR 1)
(UNIT PRICES BELOW SHOULD NOT INCLUDE OVERHEAD AND PROFIT OF THE CONTRACTOR)

CONTRACT LINE ITEM NUMBER (CLIN)	DESCRIPTION	UNIT	UNIT PRICE
0005	**GENERAL CONTRACTOR'S FIELD SUPERVISORY AND MANAGEMENT OVERHEAD**		
0005AA	**G.C. SITE SUPERVISOR**	**HR**	**$__55.00___**

0005AB	**G.C. FIELD SUPERINTENDENT**	**HR**	**$ 50.00**
0005AC	**G.C. QUALITY CONTROL MGR (WHEN SEPARATE PERSON TO BE FURNISHED)**	**HR**	**$ 50.00**
0005AD	**G.C. FIELD OFFICE ENGINEER**	**HR**	**$ 50.00**
0005AE	**G.C. FIELD OFFICE CLERK**	**HR**	**$ 20.00**

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(APPLICABLE TO ALL TASK ORDERS ISSUED IN THE SECOND 12 MONTH PERIOD –OPTION YEAR 1)
(UNIT PRICES BELOW SHOULD NOT INCLUDE OVERHEAD AND PROFIT OF THE PRIME CONTRACTOR, BUT SHOULD INCLUDE ALL SUBCONTRACTOR DESIGNER COSTS, INCLUDING OVERHEADS, BUT EXCLUDING PROFIT)

0006	**INCIDENTAL PROFESSIONAL DESIGN SERVICES – COST TO PRIME CONTRACTOR**		
0006AA	**PROJECT MANAGER**	**HR**	**$ 130.00**
0006AB	**SR. ARCHITECT**	**HR**	**$ 100.00**
0006AC	**ARCHITECT**	**HR**	**$ 73.00**
0006AD	**SR. ENGINEER**	**HR**	**$ 130.00**
0006AE	**ENGINEER**	**HR**	**$ 99.00**
0006AF	**DRAFTSPERSON**	**HR**	**$ 68.00**
0006AG	**TYPIST**	**HR**	**$ 47.00**
0006AH	**REGISTERED SURVEYOR**	**HR**	**$ 114.00**
0006AJ	**SURVEY TECHNICIAN**	**HR**	**$ 68.00**
0006AK	**SURVEY TECHNICIAN JR.**	**HR**	**$ 47.00**
0006AL	**COST ESTIMATOR**	**HR**	**$ 88.00**
0006AM	**SPECIFICATION WRITER**	**HR**	**$ 88.00**
0006AN	**ENGINEER TECHNICIAN**	**HR**	**$ 73.00**
0006AP	**FIELD TECHNICIAN**	**HR**	**$ 62.00**
0006AQ	**FIELD TECHNICIAN JR.**	**HR**	**$ 47.00**

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(APPLICABLE TO ALL TASK ORDERS ISSUED IN THE SECOND 12 MONTH PERIOD –OPTION YEAR 1)

0007	**PRIME CONTRACTOR: GENERAL & ADMINISTRATIVE OVERHEADS (HOME & BRANCH OFFICE) THE PROPOSED PERCENT (%) WILL APPLY TO LABOR, EQUIPMENT, MATERIALS, FIELD OVERHEAD, SUBCONTRACTS INCLUDING PROFESSIONAL DESIGN SERVICES IN TASK ORDERS.**	**%__9.8%____**

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0008	**COST OF PRIME CONTRACTOR'S PERFORMANCE AND PAYMENT BONDS ON THE TOTAL OF ALL DIRECT AND INDIRECT COSTS AND PROFIT OR FEE**		
0008AA	**FIRST $ 500,000**	**$/1K__14.70____**	**XXXXXXXXXXXX**
	NEXT $ 500,000	**$/1K___8.70_____**	**XXXXXXXXXXXX**
	NEXT $1,000,000	**$/1K___8.70_____**	**XXXXXXXXXXXX**
	NEXT $2,000,000	**$/1K___8.70_____**	**XXXXXXXXXXXX**
	NEXT $3,000,000	**$/1K___6.90_____**	**XXXXXXXXXXXX**

CONSTRUCTION SERVICES & PRICES/COSTS

(APPLICABLE TO ALL TASK ORDERS ISSUED IN THE THIRD 12 MONTH PERIOD – OPTION YEAR 2)
(UNIT PRICES BELOW SHOULD NOT INCLUDE OVERHEAD AND PROFIT OF THE CONTRACTOR)

CONTRACT LINE ITEM NUMBER (CLIN)	DESCRIPTION	UNIT	UNIT PRICE
0009	**GENERAL CONTRACTOR'S FIELD SUPERVISORY AND MANAGEMENT OVERHEAD**		
0009AA	**G.C. SITE SUPERVISOR**	**HR**	**$__55.00____**
0009AB	**G.C. FIELD SUPERINTENDENT**	**HR**	**$__50.00____**
0009AC	**G.C. QUALITY CONTROL MGR (WHEN SEPARATE PERSON TO BE FURNISHED)**	**HR**	**$__50.00____**
0009AD	**G.C. FIELD OFFICE ENGINEER**	**HR**	**$__50.00____**
0009AE	**G.C. FIELD OFFICE CLERK**	**HR**	**$__20.00____**

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(APPLICABLE TO ALL TASK ORDERS ISSUED IN THE THIRD 12 MONTH PERIOD – OPTION YEAR 2)
(UNIT PRICES BELOW SHOULD NOT INCLUDE OVERHEAD AND PROFIT OF THE PRIME CONTRACTOR, BUT SHOULD INCLUDE ALL SUBCONTRACTOR DESIGNER COSTS, INCLUDING OVERHEADS, BUT EXCLUDING PROFIT)

0010	**INCIDENTAL PROFESSIONAL DESIGN SERVICES – COST TO PRIME CONTRACTOR**		
0010AA	**PROJECT MANAGER**	**HR**	**$ 136.00**
0010AB	**SR. ARCHITECT**	**HR**	**$ 103.00**
0010AC	**ARCHITECT**	**HR**	**$ 77.00**
0010AD	**SR. ENGINEER**	**HR**	**$ 136.00**
0010AE	**ENGINEER**	**HR**	**$ 104.00**
0010AF	**DRAFTSPERSON**	**HR**	**$ 71.00**
0010AG	**TYPIST**	**HR**	**$ 49.00**
0010AH	**REGISTERED SURVEYOR**	**HR**	**$ 120.00**
0010AJ	**SURVEY TECHNICIAN**	**HR**	**$ 71.00**
0010AK	**SURVEY TECHNICIAN JR.**	**HR**	**$ 49.00**
0010AL	**COST ESTIMATOR**	**HR**	**$ 92.00**
0010AM	**SPECIFICATION WRITER**	**HR**	**$ 92.00**
0010AN	**ENGINEER TECHNICIAN**	**HR**	**$ 76.00**
0010AP	**FIELD TECHNICIAN**	**HR**	**$ 66.00**
0010AQ	**FIELD TECHNICIAN JR.**	**HR**	**$ 49.00**

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(APPLICABLE TO ALL TASK ORDERS ISSUED IN THE THIRD 12 MONTH PERIOD – OPTION YEAR 2)

0011	**PRIME CONTRACTOR: GENERAL & ADMINISTRATIVE OVERHEADS (HOME & BRANCH OFFICE) THE PROPOSED PERCENT (%) WILL APPLY TO LABOR, EQUIPMENT, MATERIALS, FIELD OVERHEAD, SUBCONTRACTS INCLUDING PROFESSIONAL DESIGN SERVICES IN TASK ORDERS.**	**% 9.8%**

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0012 COST OF PRIME CONTRACTOR'S

PERFORMANCE AND PAYMENT BONDS ON THE TOTAL OF ALL DIRECT AND INDIRECT COSTS AND PROFIT OR FEE

0012AA	**FIRST $ 500,000**	**$/1K**	**14.40** **XXXXXXXXXXXX**
	NEXT $ 500,000	**$/1K**	**8.70** **XXXXXXXXXXXX**
	NEXT $1,000,000	**$/1K**	**8.70** **XXXXXXXXXXXX**
	NEXT $2,000,000	**$/1K**	**8.70** **XXXXXXXXXXXX**
	NEXT $3,000,000	**$/1K**	**6.90** **XXXXXXXXXXXX**

CONSTRUCTION SERVICES & PRICES/COSTS

(APPLICABLE TO ALL TASK ORDERS ISSUED IN THE FOURTH 12 MONTH PERIOD – OPTION YEAR 3)
(UNIT PRICES BELOW SHOULD NOT INCLUDE OVERHEAD AND PROFIT OF THE CONTRACTOR)

CONTRACT LINE ITEM NUMBER (CLIN)	DESCRIPTION	UNIT	UNIT PRICE
0013	**GENERAL CONTRACTOR'S FIELD SUPERVISORY AND MANAGEMENT OVERHEAD**		
0013AA	**G.C. SITE SUPERVISOR**	**HR**	**$ 55.00**
0013AB	**G.C. FIELD SUPERINTENDENT**	**HR**	**$ 50.00**
0013AC	**G.C. QUALITY CONTROL MGR (WHEN SEPARATE PERSON TO BE FURNISHED)**	**HR**	**$ 50.00**
0013AD	**G.C. FIELD OFFICE ENGINEER**	**HR**	**$ 50.00**
0013AE	**G.C. FIELD OFFICE CLERK**	**HR**	**$ 20.00**

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(APPLICABLE TO ALL TASK ORDERS ISSUED IN THE FOURTH 12 MONTH PERIOD –OPTION YEAR 3)
(UNIT PRICES BELOW SHOULD NOT INCLUDE OVERHEAD AND PROFIT OF THE PRIME CONTRACTOR, BUT SHOULD INCLUDE ALL SUBCONTRACTOR DESIGNER COSTS, INCLUDING OVERHEADS, BUT EXCLUDING PROFIT)

0014	**INCIDENTAL PROFESSIONAL DESIGN SERVICES – COST TO PRIME CONTRACTOR**		
0014AA	**PROJECT MANAGER**	**HR**	**$ 142.00**
0014AB	**SR. ARCHITECT**	**HR**	**$ 108.00**

0014AC	**ARCHITECT**	**HR**	**$ 80.00**
0014AD	**SR. ENGINEER**	**HR**	**$ 142.00**
0014AE	**ENGINEER**	**HR**	**$ 108.00**
0014AF	**DRAFTSPERSON**	**HR**	**$ 74.00**
0014AG	**TYPIST**	**HR**	**$ 51.00**
0014AH	**REGISTERED SURVEYOR**	**HR**	**$ 125.00**
0014AJ	**SURVEY TECHNICIAN**	**HR**	**$ 74.00**
0014AK	**SURVEY TECHNICIAN JR.**	**HR**	**$ 51.00**
0014AL	**COST ESTIMATOR**	**HR**	**$ 97.00**
0014AM	**SPECIFICATION WRITER**	**HR**	**$ 97.00**
0014AN	**ENGINEER TECHNICIAN**	**HR**	**$ 80.00**
0014AP	**FIELD TECHNICIAN**	**HR**	**$ 68.00**
0014AQ	**FIELD TECHNICIAN JR.**	**HR**	**$ 51.00**

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(APPLICABLE TO ALL TASK ORDERS ISSUED IN THE FOURTH 12 MONTH PERIOD – OPTION YEAR 3)

0015	**PRIME CONTRACTOR: GENERAL & ADMINISTRATIVE OVERHEADS (HOME & BRANCH OFFICE) THE PROPOSED PERCENT (%) WILL APPLY TO LABOR, EQUIPMENT, MATERIALS, FIELD OVERHEAD, SUBCONTRACTS INCLUDING PROFESSIONAL DESIGN SERVICES IN TASK ORDERS.**	**% 9.8%**

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0016	**COST OF PRIME CONTRACTOR'S PERFORMANCE AND PAYMENT BONDS ON THE TOTAL OF ALL DIRECT AND INDIRECT COSTS AND PROFIT OR FEE**		
0016AA	**FIRST $ 500,000**	**$/1K 14.40**	**XXXXXXXXXXXX**
	NEXT $ 500,000	**$/1K 8.70**	**XXXXXXXXXXXX**
	NEXT $1,000,000	**$/1K 8.70**	**XXXXXXXXXXXX**
	NEXT $2,000,000	**$/1K 8.70**	**XXXXXXXXXXXX**
	NEXT $3,000,000	**$/1K 6.90**	**XXXXXXXXXXXX**

CONSTRUCTION SERVICES & PRICES/COSTS

(APPLICABLE TO ALL TASK ORDERS ISSUED IN THE FIFTH 12 MONTH PERIOD – OPTION YEAR 4)
(UNIT PRICES BELOW SHOULD NOT INCLUDE OVERHEAD AND PROFIT OF THE CONTRACTOR)

CONTRACT LINE ITEM NUMBER (CLIN)	DESCRIPTION	UNIT	UNIT PRICE
0017	GENERAL CONTRACTOR'S FIELD SUPERVISORY AND MANAGEMENT OVERHEAD		
0017AA	G.C. SITE SUPERVISOR	HR	$ 55.00
0017AB	G.C. FIELD SUPERINTENDENT	HR	$ 50.00
0017AC	G.C. QUALITY CONTROL MGR (WHEN SEPARATE PERSON TO BE FURNISHED)	HR	$ 50.00
0017AD	G.C. FIELD OFFICE ENGINEER	HR	$ 50.00
0017AE	G.C. FIELD OFFICE CLERK	HR	$ 20.00

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(APPLICABLE TO ALL TASK ORDERS ISSUED IN THE FIFTH 12 MONTH PERIOD – OPTION YEAR 4)
(UNIT PRICES BELOW SHOULD NOT INCLUDE OVERHEAD AND PROFIT OF THE PRIME CONTRACTOR, BUT SHOULD INCLUDE ALL SUBCONTRACTOR DESIGNER COSTS, INCLUDING OVERHEADS, BUT EXCLUDING PROFIT)

0018	INCIDENTAL PROFESSIONAL DESIGN SERVICES – COST TO PRIME CONTRACTOR		
0018AA	PROJECT MANAGER	HR	$ 148.00
0018AB	SR. ARCHITECT	HR	$ 113.00
0018AC	ARCHITECT	HR	$ 83.00
0018AD	SR. ENGINEER	HR	$ 148.00
0018AE	ENGINEER	HR	$ 113.00
0018AF	DRAFTSPERSON	HR	$ 78.00
0018AG	TYPIST	HR	$ 53.00
0018AH	REGISTERED SURVEYOR	HR	$ 130.00
0018AJ	SURVEY TECHNICIAN	HR	$ 77.00

0018AK	**SURVEY TECHNICIAN JR.**	**HR**	**$___53.00___**
0018AL	**COST ESTIMATOR**	**HR**	**$__101.00___**
0018AM	**SPECIFICATION WRITER**	**HR**	**$__101.00___**
0018AN	**ENGINEER TECHNICIAN**	**HR**	**$___83.00___**
0018AP	**FIELD TECHNICIAN**	**HR**	**$___71.00____**
0018AQ	**FIELD TECHNICIAN JR.**	**HR**	**$___53.00____**

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(APPLICABLE TO ALL TASK ORDERS ISSUED IN THE FIFTH 12 MONTH PERIOD –OPTION YEAR 4)

0019	**PRIME CONTRACTOR: GENERAL & ADMINISTRATIVE OVERHEADS (HOME & BRANCH OFFICE) THE PROPOSED PERCENT (%) WILL APPLY TO LABOR, EQUIPMENT, MATERIALS, FIELD OVERHEAD, SUBCONTRACTS INCLUDING PROFESSIONAL DESIGN SERVICES IN TASK ORDERS.**	**%___9.8%____**

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0020	**COST OF PRIME CONTRACTOR'S PERFORMANCE AND PAYMENT BONDS ON THE TOTAL OF ALL DIRECT AND INDIRECT COSTS AND PROFIT OR FEE**		
0020AA	**FIRST $ 500,000**	**$/1K___14.40____**	**XXXXXXXXXXXX**
	NEXT $ 500,000	**$/1K____8.70____**	**XXXXXXXXXXXX**
	NEXT $1,000,000	**$/1K____8.70____**	**XXXXXXXXXXXX**
	NEXT $2,000,000	**$/1K____8.70____**	**XXXXXXXXXXXX**
	NEXT $3,000,000	**$/1K____6.90____**	**XXXXXXXXXXXX**

ACCOUNTING AND APPROPRIATION DATA

AA:	96X49020000 082437	3230RF6101NA	NA	96152
COST CODE:	000000000000			
AMOUNT:	$120,000.00			

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (AUG 1998)

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained

for a fee by submitting a request to--GSA Federal Supply Service, Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation , access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Indefinite Delivery Firm Fixed Price** contract resulting from this solicitation.

(End of clause)

52.216-27 SINGLE OR MULTIPLE AWARDS. (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance

Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
To be determined per Task Order	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

(1) Name, address, and telephone number of the subcontractor;

(2) Employer's identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is to be determined per Task Order.

(End of provision)

52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT-- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JAN 2005)

(a) Definitions. ``Construction material,'' ``designated country construction material,'' ``domestic construction material,'' and ``foreign construction material,'' as used in this provision, are defined in the clause of this solicitation

entitled ``Buy American Act--Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested-- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Denise Bush, Contracting Officer, U.S. Army Corps of Engineers, 600 Dr. M.L. King Jr Place, Room 821, Louisville, Kentucky 40202-2230.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words “no proposal” in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

LCL 0000-002 REQUESTS FOR INFORMATION.

Inquiries relating to this procurement should be directed to the Louisville District, Corps of Engineers, as listed below: Oral explanations or instructions given before the award of a contract will not be binding.

Contracting POC: Gloria Ritter
Phone Number: 502-315-6204
E-mail Addres: gloria.r.ritter@lrl02.usace.army.mil

Prospective Bidders/Offerors may find the plan holders list on the Internet at http://ebs.lrl.usace.army.mil/ebs/AdvertisedSolicitations.asp.

NOTE: All contractors must register on web to receive copies of the solicitation or to receive notices that amendments are available for download.

LCL 0000-006 MODIFICATIONS PRIOR TO DATE SET FOR OPENING BIDS OR OFFERS

The right is reserved, as the interest of the Government may require, to revise or amend the specifications and/or drawings prior to the date set for opening of bids or date of proposal closing. Such revisions and amendments, if any, will be announced by an amendment or amendments to this solicitation. Copies of such amendments as may be issued will be furnished to all prospective bidders/offerors. If the revisions and amendments are of a nature which require material changes in quantities or prices bid/offered or both, the date set for opening bids or closing of

proposals may be postponed by such number of days as in the opinion of the Contracting Officer will enable bidders/offers to revise their submittal. In such cases, the amendment will include an announcement of the new date for opening bids or closing of proposals.

LCL 0214-002 AWARD TO SINGLE BIDDER/OFFEROR

Subject to the provisions contained here, award will be made to a single bidder/offeror.

LCL 0228-001 RULES FOR USE OF INDIVIDUAL SURETIES.

(a) One individual surety is adequate support for a bond, provided the unencumbered value of the assets pledged by that individual surety equal or exceed the amount of the bond. An offeror may submit up to three individual sureties for each bond, in which case the pledged assets when combined must equal or exceed the penal amount of the bond. Each individual surety must accept both joint and several liability to the extent of the penal amount of the bond.

(b) An individual surety may be accepted only if a security interest in acceptable assets is provided to the Government by the individual surety. The security interest shall be furnished with the bond, and may be provided by one or a combination of the following methods:

(1) An escrow account with a federally insured financial institution in the name of the contracting agency.

(2) A lien on real property, subject to restrictions contained herein.

(c) Acceptable assets include:

(1) Cash or certificates of deposit, or other cash equivalents with a federally insured financial institution;

(2) United States Government securities at market value;

(3) Stocks and bonds actively traded on a national U.S. security exchange with certificates issued in the name of the individual surety (these assets will be accepted at 90 percent of their 52 week low, as reflected at the time of submission of the bond);

(4) Real property owned in fee simple by the surety without any form of concurrent ownership (these assets will be accepted at 100 percent of the most current tax assessment value exclusive of encumbrances or 75 percent of the properties' unencumbered market value provided a current appraisal is furnished);

(5) Irrevocable letters of credit (ILC) issued by a federally insured financial institution in the name of the contracting agency and which identify the agency and solicitation or contract number for which the ILC is provided.

(d) Unacceptable assets include but are not limited to:

(1) Notes or accounts receivable;

(2) Foreign securities;

(3) Real property as follows:

a. Real property located outside the United States, its territories, or possessions.

b. Real property which is a principal residence of the surety.

c. Real property owned concurrently regardless of the form of co-tenancy except where all co-tenants agree to act jointly.

d. Life estates, leasehold estates, or future interests in real property.

(4) Personal property such as jewelry, furs, antiques;

(5) Stocks and bonds of the individual surety in a controlled, affiliated, or closely held concern of the Offeror/Contractor;

(6) Corporate assets (e.g., plant and equipment);

(7) Speculative assets (e.g., mineral rights);

(8) Letters of credit, except as provided in subparagraph c(5) above.

(e) With respect to the acceptance of real property, the individual surety shall provide:

(1) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice;

(2) Evidence of the amount due under any encumbrance shown in the evidence of title;

(3) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice.

(4) Failure to provide evidence that the lien has been properly recorded will render the offeror nonresponsible.

(f) An individual may be excluded from acting as individual surety on bonds for any of the following causes:

(1) Failure to fulfill the obligations under any bond.

(2) Failure to disclose all bond obligations.

(3) Misrepresentation of the value of available assets or outstanding liabilities.

(4) Any false or misleading statement, signature or representation on a bond or affidavit of individual suretyship.

(5) Any other cause affecting responsibility as a surety of such serious and compelling nature as may be determined to warrant exclusion.

An individual surety excluded pursuant to this subsection shall be included on the list entitled "Parties Excluded from Procurement Programs."

(g) Any bidder or offeror should carefully review these requirements which are set forth in Section 28 of the Federal Acquisition Regulations (FAR).

LCL 0228-006 PERFORMANCE AND PAYMENT BONDS SUPPLEMENTAL

After the prescribed forms are presented to the bidder to whom award is made for signature, a written contract on the form prescribed by the specifications shall be executed and two bonds, each with good and sufficient surety or sureties acceptable to the Government shall be furnished: a Performance Bond (Standard Form 25) and a Payment Bond (Standard Form 25A). The penal sums of such bonds will be as follows:

(a) For both Performance Bond and Payment Bond:. The penal amount of each bond shall equal one hundred percent (100%) of the original contract price.

(b) If the contract price increases, an additional amount equal to 100 percent of the increase.

(c) The amount of the payment bond must be no less than the amount of the performance bond.

(d) See also the RULES FOR USE OF INDIVIDUAL SURETIES.

(e) Any bonds furnished will be furnished by the Contractor to the Government prior to commencement of contract performance.

LCL 0228-007 PAYMENT FOR BOND PREMIUMS.

CONTRACT CLAUSE: PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS provides that upon presentation of evidence of full payment, the Government will immediately reimburse the Contractor the cost of premiums for performance and payment bonds. This reimbursement amount is not in addition to the amount bid for the work covered by this Invitation for Bids, and bidders are cautioned to include the cost of such premiums in the bid items shown on the Bidding Schedule (or in the lump sum amount of the bid if no bid items are listed). If bond premiums are reimbursed under this clause, such reimbursed amount will be recovered by the Government from the progress payments made to the Contractor or, if no progress payments are made, from the amount otherwise due the Contractor upon final payment.

LCL 0236-002 RESTRICTIVE LIMITATION

Except for Additives and Options, the Government shall accept all items listed in SECTION 00010 of this solicitation.

SECTION 00115

SECTION 00115 - PROCEDURES FOR SUBMITTAL OF OFFERS

1. GENERAL REQUIREMENTS.

1.1. The intent of this solicitation is to select one contractor for Indefinite Delivery/Indefinite Quantity Contracts, primarily for Operations Programs for the U.S. Army Corps of Engineers, Louisville District. Operations Programs include maintenance/repairs and new construction at Corps Lakes and Recreation Sites, Corps Locks and Dams, and Flood Protection projects; as well as emergency response to natural and national disasters, in support of the Great Lakes and Ohio River Division Mission.

1.2 Offerors submitting proposals for this project should limit submissions to data essential for evaluation of proposals so that a minimum of time and monies will have been expended in preparing information required herein. However, in order to be effectively and equitably evaluated, the proposals must include information sufficiently detailed to clearly describe the offeror's experience, technical approach and management capabilities to successfully complete the project. Proposals should follow in the order of sequence set forth in the RFP. Information provided out of sequence may not be evaluated and may result in the offeror's disqualification from award. Requirements stated in this RFP are minimums. Innovative, creative or cost-saving proposals that meet or exceed the requirements are encouraged and will be rated accordingly. Any deviations from requirements should be clearly noted and justified in the proposal.

1.3 Offerors shall submit their proposals to the US Army Corps of Engineers, 600 Dr. Martin Luther King, Jr. Place, Room 821, Louisville, KY 40202-2230, no later than the time and date specified in Block 13 of Standard Form 1442.

1.4 Offerors are required to submit a proposal made up of a Technical Proposal and a Price Proposal. All proposal materials shall be submitted in binders with a table of contents and tabbed section dividers. The sections should parallel the submission requirements identified below. Sections **I thru VI** shall be submitted in original and **6 copies**. Sections **VII through VIII** shall be submitted in original only and shall be placed in a separate envelope. Proposed betterments are to be indicated in a separate section of the proposal and tabbed "Betterments".

2 PROPOSAL SECTIONS

2.1 Management Proposal

Section I. Organization

A. <u>Home Office Management and Support</u>. Describe the home office organization, responsibilities and lines of authority established for the contract. Describe your plan for managing subcontract acquisition, execution and administration. Describe your material purchasing system and capabilities. Describe your resources available and your capabilities to support this contract concurrently with other projected on-going or new work, including your capabilities to manage and execute several concurrent task orders. Include an organizational chart detailing the organization described in your proposal. Include names of assigned personnel and proposed subcontractors and their areas of responsibility for each portion. Clearly delineate on-site from off-site personnel. Quality Control and Safety should be included in the chart.

B. **<u>Support for Design/Build Task Orders</u>.** Describe your capability and commitment to support an on-site management team, including a sole source of responsibility for both design and construction, for any design/build task order. Describe how they will manage, supervise, and coordinate the subcontractor's work and who in the organization will be responsible for this management and coordination. Discuss which resources are available but will not be present at the site. Describe the role of the design team in

response to a design/build task order. Describe how warranty support for individual task orders will be handled by your organization.

2.2. Section II. Experience

A. **Construction Contractor Team Experience**. Provide descriptions of a up to 5 projects substantially complete or completed within the last 5 years, which are relevant to this project in size and scope and dollar value. Projects considered relevant includes Horizontal and Vertical Construction as well as Renovation Projects (See Section 01000 for more detailed description). Formats for Prime Contractor Experience are included for your use. Use as many forms as necessary to meet the criteria. If you elect not to use the formats, all information identified on the formats is still required for evaluation of this item. Work must have been self-performed to qualify as experience.

B. **Design Team Experience**. Provide descriptions of up to 5 projects substantially complete or completed within the last 5 years for your design team to be used on this project. Formats for Design Team Experience are included for your use. Use as many forms as necessary to meet the criteria. If you elect not to use the formats, all information identified on the formats is still required for evaluation of this item. NOTE: The listed design team must be used on the project. No deviations will be permitted unless approved by the Contracting Officer. Work must have been self-performed to qualify as experience.

C. **Individual Personnel Experience**. Provide resumes for:

1. Overall Program Manager
2. Overall Project Manager
3. Manager of Subcontracts
4. Construction Quality Control Manager
5. Design Quality Control Manager
6. Safety Program Manger

NOTE: The identified personnel must be used on the project. Any substitution of these persons will not be permitted without prior approval of the Contracting Officer. A format for Personnel Resume is included for your use. If you elect not to use the format, all information identified on it is still required for evaluation of this item. Identification of two individuals proposed for a single position will result in the evaluation of only the least qualified person. The Quality Control Manager must meet the requirements in Section 01453L.

2.3.1 **Section III. Past Performance.** NOTE: For clarification purposes, past performance is a description of how well the offeror performed the work indicated.

Provide references for all of the experience identified in 2.2 A, B and C, above. Reference information should include project name, location, owner's name, point of contact and telephone number. Also include any ratings, letters, awards, etc which support past performance on these projects. The Government may also use other methods to obtain past performance information such as CCASS, ACASS, PPIMS, Dun & Bradstreet, contacting references, etc.

2.4 Section IV. Quality Control

Provide a preliminary plan for quality control of both construction and design. Address authorities/tasks and functions of quality control personnel; describe your tracking system and review process; and describe your procedures for design coordination, maintenance of as-builts and completion inspection.

2.5 Section V. Safety.

Provide a detailed narrative describing the contractor's plan for maintaining a safe work project. Describe the Management's commitment to safety and chain of authority on safety related items. Describe any safety incentive plans and special training that will be used.

2.6. **Section VI. Self-Performed Work** (Go/No-Go) **(One copy only)**

Identify what construction parts of the project will be self-performed by in-house forces and the percentage for each part, as indicated in Section 00800, Paragraph 1.16, Performance of Work by the Contractor. At least **20 percent** of the total amount of work must be performed by the Prime Contractor.

2.7 **Section VII. Sub-Contracting Information** (Go/No-Go) **(One copy only)**

Past Performance on Utilization of Small, Small Disadvantaged, and Women-Owned Small Businesses. All firms must identify your efforts to comply with Clause 52.219-8, Utilization of Small Business Concerns. Provide details of efforts on previous projects that clearly represent your efforts to comply with FAR Clause 52.219-8. Information is to be limited to the projects identified under Section II, Experience.

2.8 **SectionVIII. Pro Forma Requirements** (GO/No-Go) **(One copy only)**

2.8.1 The Offeror shall submit one completed original of Section 00600, Representations and Certifications.

2.8.2 One copy of the following information shall be provided:

(1) Proof of Financial Ability (Most recent financial statement covering assets and liabilities)

(2) Number of years the firm has been in business

(3) Name, address and telephone number of firm's bonding company

(4) Information showing offeror's bondability for this project. Include the bond rate.

(5) Name, address and telephone numbers of two credit/trade references.

2.8.3. The offeror shall submit Standard Form 1442, and Section 00010, Proposal Bid Schedule, in an original only. Also attached at the end of this section is a sample request for task order proposal. Applicable Davis-Bacon wage decision and Service Contract Act wage rates are included as part of the sample request. Each offeror is to include a detailed sample proposal based on that task order information, showing the average of rates proposed for the base year period and the four option years. Trade rates need consider only wage decisions included at the end of Section 00130 for that task order.

PRIME CONTRACTOR EXPERIENCE

Your firm's name _____

Name of Project/Location

_____

_____

General Scope of Project

_____

_____

_____

Your role (prime, joint venture, subcontractor) and work your company self-performed_____

_____

_____

Percentage of Work Self-Performed _____

Construction Cost:

At Award: $_____ Reason for the cost growth:

_____

Final Cost $_____ _____

Award Date: _____

Scheduled Completion: _____ Reason for the time growth:

_____

Actual Completion: _____ _____

Extent and type of work you subcontracted out

_____

_____

Owner's Point of Contact (POC) for reference (name and company and telephone number)

_____

DESIGN TEAM EXPERIENCE

Name of your firm _____

Project Name/Location

_____

General Scope of Project

_____

_____

Your role (prime, joint venture, subcontractor) and the work your firm self-performed

_____

_____

_____

Description of work subcontracted to others

_____

_____

Your subcontract amount:

At Award: $_____

Final Cost $_____

Reason for the cost growth:

_____

_____

Award Date: _____

Schedule Completion: _____

Actual Completion: _____

Reason for the time growth:

_____

_____

Your performance evaluation by Owner

_____

_____

Your performance evaluation by Prime

_____

_____

Owner's POC for reference (name and company and telephone number)

_____

Prime contractor's POC for reference (name and company and telephone number)

_____

Past Working History/Relationship with Prime (including joint ventures and partnering experience)

_____

_____

_____

PERSONNEL RESUME/EXPERIENCE

Name and Title _____

Name of your firm _____

No. of years: With this firm _____ With other firms _____

Education (Degree(s)/Year/Specialization):

_____

Active Registration: No. _____ State _____ Year _____

Your Assignment on this project

_____

Your specific experience and qualifications relevant to this project. Include a POC with phone number for the two most recent projects described:

Project Name and Location: _____

General Scope of Project:

_____

_____

Your Role in the Project and a Description of the Duties You Performed:

_____

_____

Owner's POC for reference (name and phone number):

_____

_____

Project Name and Location: _____

General Scope of Project:

_____

_____

Your Role in the Project and a Description of the Duties You Performed:

_____

_____

Owner's POC for reference (name and phone number):

SECTION 00130

SECTION 00130 - PROPOSAL EVALUATION CRITERIA

1. **GENERAL**. A Source Selection Evaluation Board (SSEB), comprised of representatives of the Corps of Engineers, User/Customer, and other required personnel, will evaluate the proposals. Offerors are advised that the technical evaluation and rating of proposals will be conducted in strict confidence in that technical/quality proposals are reviewed and rated without knowledge of the price offered. The number and identities of offerors are not revealed to anyone who is not involved in the evaluation and award process or to other offerors. Proposals will be evaluated based on the factors described herein, and the basis of award is the Tradeoff Process.

2. **EVALUATION PROCESS**. The evaluation process essentially consists of three parts: proposal compliance review and responsibility determination, technical/quality evaluation, and technical trade-off analysis.

2.1. Proposal Compliance Review: This is an initial review to ensure that all required forms and certifications are complete and that both a technical and price proposal were received.

2.2. Technical/Quality Evaluation: The SSEB will evaluate and rate those proposals passing the first review, above. Proposals will be evaluated against the RFP requirements. Some factors will be rated using a adjectival-based system. Others will be rated on a "go, no-go" basis.

2.3. Technical Trade-off Analysis: After all above evaluations are complete, the SSEB will compare the relative advantages and disadvantages of technical proposals. The Source Selection Authority (SSA) will then consider all factors to determine the proposal offering the most advantage to the Government.

2.4. Price Evaluation: The SSEB will evaluate price proposals independent of the technical/quality evaluation. The SSEB will not have access to price information until completion of the technical/quality evaluation.

3. **EVALUATION FACTORS**. Proposals will be evaluated in accordance with the factors and subfactors below, which are listed in relative order of importance. All evaluation factors, other than cost or price, when combined, are equal to cost or price.

3.1. Section I – Management Proposal

3.1.1. Home Office Management and Support. The SSEB will evaluate the offeror's ability to demonstrate sound management practices, both at the home office as well as at the project site. Comprehensive plans that demonstrate a clear understanding of the work and an ability to coordinate resources to ensure successful pursuit of the work will be evaluated favorably. Plans that do not demonstrate a clear understanding of the work, that do not demonstrate a capability to coordinate resources, or that do not demonstrate appropriate excess capacity will be evaluated less favorable. Plans will be evaluated based on the level of involvement the contractor will have in the management, oversite, control, and coordination of the work performed by subcontractors. Plans with more involvement may be rated more favorably. An organizational chart that clearly depicts a highly qualified on-site team supported by appropriate resources off-site and that clearly defines responsibilities will be evaluated favorably. Charts that are confusing, cluttered with duplicative entries, or that do not clearly define responsibilities will be evaluated less favorably.

3.1.2. Support for Design/Build Task Orders. The evaluation board will evaluate this factor for capability and commitment for an on-site management team, as well as the level of participation by the design team

throughout the design/build process as well as the type of warranty given for each action. Documentation showing your management levels and levels of responsibilities within your organization as well as outlining how your design team will interact throughout the life of each task order will be evaluated more favorably.

3.2 Experience. This factor is broken into three subfactors. The Government reserves the right to check any and all cited references to verify supplied information and to assess owner satisfaction. The Government may also use other tools to gather information regarding an offeror's qualifications and past performance.

3.2.1 Section II - Experience

A. Construction Contractor Team Experience.

The SSEB will evaluate recent experience for compliance with the minimum requirements identified in the proposal. Offerors must show projects that have been substantially complete or completed within the past 5 years, which are relevant to this project in size, scope and complexity. Documentation of successful completion of projects similar in nature and scope to this project and experience on military installations will be favorably considered in the evaluation. Conversely, proposals that do not include substantial evidence that the offeror has experience, qualifications and production capability to successfully prosecute the proposed project will be unfavorably considered. (Relevant to this project or in nature is defined as Horizontal and Vertical Construction as well as Renovation Projects.)

B. Design Team Experience.

The SSEB will evaluate recent experience for compliance with the minimum requirements identified in the proposal. Offerors must show projects their design team has completed or are substantially complete within the past 5 years that are similar in size, scope and complexity. Documentation of successful completion of projects similar in nature and scope to the work being performed for this project will be favorably considered in the evaluation. Conversely, proposals that do not include substantial evidence that the offeror has experience, qualifications and production capability to successfully prosecute the work being performed will be unfavorably considered. The SSEB may give additional credit for previous successful working relationships with any proposed subcontractors. If a plan for obtaining subcontractors is submitted, contractor will be evaluated on his networking abilities, as well as the ability to respond to task orders within the required timeframe.

C. Individual Personnel Experience.

The SSEB will evaluate the adequacy and strength of the six key personnel requirements listed in Section 00115, paragraph 2.2, Section II C, Individual Personnel Experience. The SSEB will also evaluate for compliance with specified minimum requirements, degree of qualification and experience, familiarity with local conditions, etc. At a minimum the Overall Program Manager shall have a minimum of five years experience as a program manager on similar construction projects and have a degree in engineering or construction management. The Project Engineer as a minimum will have a degree in engineering, and a minimum three years experience in design and construction. If the Overall Project Manager or Project Engineer has a professional registration the individual may be evaluated more favorably. The Subcontract Manager shall have a minimum ten years of similar construction experience. The CQC Manager and Design QC Manager will be evaluated using the qualification listed in Section 01453L, paragraph 3.4. The Safety Program Manager shall have a minimum of ten years of similar construction experience. The SSEB may give additional credit for more experience, licenses, degrees beyond the minimum specified.

3.3 Section III - Past Performance:

The SSEB will evaluate the degree of successful completion of all experience identified in the proposal for A, B and C, above. Documentation of satisfactory performance of projects similar in size, scope, complexity and dollars will be favorably considered. Conversely, offers which do not achieve satisfactory performance will not be favorably considered. The Government reserves the right to check any or all cited references to verify supplied information and to assess owner satisfaction. The Government may also use other tools such as CCASS, ACASS, PPIMS, Dun & Bradstreet, etc. to gather information regarding an offeror's qualifications and past performance.

3.4 Section IV – Quality Control

The SSEB will evaluate the clarity, adequacy, capabilities and strengths of the offeror's understanding of contract requirements for Contractor Quality Control and the degree of commitment and systematic approach to effectively monitor and ensure high levels of construction quality and design.

3.5. Section V - Safety.

The SSEB will evaluate the offeror's plan for maintaining a safe project, proposed safety training and safety incentive plan based on the extent of coverage of the required safety information, the level of importance defined by management commitment, the proposed response to safety issues that arise, and proposed training and incentive methods.

3.6. Section VI – Self-Performed Work.

This factor will be rated on a "go, no-go" basis. Submitted information will be evaluated to determine whether or not a prime contractor meets the percentage requirements in Special Contract Requirements, paragraph 1.16. Offerors who meet this percentage will receive a "Go" rating.

3.7. Section VII - Subcontracting Information. This factor will be rated on a "Go, No-Go" basis.

3.7.1 Past Performance on Utilization of Small Business.

Submitted information for the adequacy, capabilities and strengths of the offeror's past efforts to comply with FAR Clause 52.219-8, Utilization of Small Business Concerns will be rated on a "Go, No-Go" basis. The rating will be based on the efforts made on past projects to comply with FAR Clause 52.219-8. If the small business firm has consistently made efforts to subcontract in accordance with FAR Clause 52.219-8, the submitted information will be rated Go.

3.8. Section VIII - Pro Forma Requirements.

" " , ,

4. A detailed cost and price analysis of the individual proposals will be performed. Evaluation will be based on the total overall cost for the sample project in determining the best value for the Government. Price will also be checked for unbalancing of line items. Offerors are cautioned to distribute costs appropriately and include appropriate levels of supervision and management. This review of the total proposed cost will be used in determining a competitive range among proposals, if required.

SAMPLE PROJECT & WAGE RATES

**** SAMPLE PROJECT ****

(For purposes of this exercise figure work to the 5- foot building line for utility and site work)

Maintenance Building at Barren River Lake, Glasgow, Kentucky

1. Scope of Work: Construct 30 ft x 50 ft metal building with a 10 ft awning across the front at Barren River Lake, Glasgow, Kentucky. Building will consist of the following:

a. Two Offices, one conference room, one locker room and one utility room.
Office #1: approximately 10' x 14'
Office #2: approximately 8' x 10'
Conference Room: approximately 14' x 19'
b. Building will have 3 exterior 3-0 insulated metal doors, 1 – 7' x 10' overhead door, and 4 insulated windows.
c. Building will have central air and heat, all electric. (3 Ton Heat Pump)
d. Conference room will have two ceiling fans, refrigerator with icemaker, sink, and counter top with cabinets above and below.
e. Locker room will have one ceiling fan, one toilet with partition, toilet paper holder, one urinal, three showers, fifteen lockers, one 6 ft bench, one exhaust fan, and vanity with two sinks and cabinet underneath.
f. Utility room will have two washing machines (large capacity), two dryers (large capacity), furnace, one exhaust fan, 100-gallon residential-type hot water heater, mop sink, toilet with partition, and toilet paper holder.
g. There shall be one outside frost-free water faucet.
h. The building will be insulated with R-19 batt insulation in all walls (interior and exterior), R-30 batt insulation in ceiling.
i. All interior walls will be metal studs with drywall. Walls shall be painted.
j. Ceiling shall be acoustical drop ceiling tiles and grid.
k. Flooring shall be VCT throughout building. All rooms shall have cove base.
l. Interior lights shall be 2x4 Fluorescent, drip-in, 120 volt, (4) T-8 tubes with electronic ballasts. Locker room shall have two 3-way switches to operate lights, one switch for ceiling fan, and one switch for exhaust fan. Office #1 shall have one switch for lights, and one switch for outside lights. Office #2 shall have two 3-way switches for lights. Laundry room shall have one switch for lights, and one switch for exhaust fan. Conference room shall have a switch for each light (4), and one switch for ceiling fans.
m. Exterior lights shall be moisture proof low temperature 1x4 fluorescent.
n. Ceiling fans shall have lights.
Interior doors shall be solid core wood with metal frames with hardware.
p. Exterior doors shall be metal with metal frames with hardware.
q. Exterior doors shall all be keyed the same.
r. Windows shall be 36" x 42" Double Hung, vinyl, insulated windows.
s. Front porch shall be 10 ft x 35 ft concrete slab with an awning over it.
t. All electrical work shall meet the National Electric Code. Contractor is permitted to use Romex wire in wall without conduit.
u. Plumbing in exterior wall shall be insulated to prevent freezing.
v. Insulate ductwork 2" thick.
w. Concrete floor in building and porch area shall be 6" thick and fiber reinforced 4000 PSI concrete.

2. Contractor will be required to supply design drawings for this project. The work will include:
a. Drawings
b. Specification

c. Design analysis
d. Attend 1 Review Meeting

3. Time Requirements: 270 days (Design and Construct)

4. Contractor can assume a clean site. (No known environmental hazards)

5. Contractor has area for office trailer and lay-down area at the site with utilities provided.

6. Material will not be tax exempt on this project

Service Contract Act wage determination (94-2497 R23):

94-2497 TN,NASHVILLE

WAGE DETERMINATION NO: 94-2497 REV (23) AREA: TN,NASHVILLE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2498

****

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W.Gross
Director

Division of
Wage Determinations

Wage Determination No.: 1994-2497
Revision No.: 23
Date Of Revision: 06/28/2004

States: Kentucky, Tennessee

Area: Kentucky Counties of Adair, Allen, Barren, Clinton, Cumberland, Metcalfe, Monroe, Russell, Simpson
Tennessee Counties of Bedford, Cannon, Cheatham, Clay, Davidson, De Kalb, Dickson, Hickman, Houston, Humphreys, Jackson, Lewis, Macon, Marshall, Maury, Perry, Putnam, Robertson, Rutherford, Smith, Sumner, Trousdale, Warren, White, Williamson, Wilson

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	10.03
01012 - Accounting Clerk II	12.04
01013 - Accounting Clerk III	13.50
01014 - Accounting Clerk IV	15.70
01030 - Court Reporter	14.32
01050 - Dispatcher, Motor Vehicle	14.23
01060 - Document Preparation Clerk	10.39
01070 - Messenger (Courier)	9.61
01090 - Duplicating Machine Operator	10.39
01110 - Film/Tape Librarian	9.50
01115 - General Clerk I	8.79
01116 - General Clerk II	10.02
01117 - General Clerk III	11.29
01118 - General Clerk IV	12.70
01120 - Housing Referral Assistant	15.85
01131 - Key Entry Operator I	9.43
01132 - Key Entry Operator II	11.01
01191 - Order Clerk I	10.52
01192 - Order Clerk II	13.17
01261 - Personnel Assistant (Employment) I	10.98
01262 - Personnel Assistant (Employment) II	12.11
01263 - Personnel Assistant (Employment) III	14.97
01264 - Personnel Assistant (Employment) IV	15.64
01270 - Production Control Clerk	16.76
01290 - Rental Clerk	9.58
01300 - Scheduler, Maintenance	12.12
01311 - Secretary I	12.12
01312 - Secretary II	14.84
01313 - Secretary III	15.85
01314 - Secretary IV	18.54
01315 - Secretary V	20.49
01320 - Service Order Dispatcher	11.71
01341 - Stenographer I	10.42

01342 - Stenographer II	11.69
01400 - Supply Technician	18.54
01420 - Survey Worker (Interviewer)	11.64
01460 - Switchboard Operator-Receptionist	11.01
01510 - Test Examiner	14.84
01520 - Test Proctor	14.84
01531 - Travel Clerk I	9.55
01532 - Travel Clerk II	10.12
01533 - Travel Clerk III	10.79
01611 - Word Processor I	10.74
01612 - Word Processor II	15.95
01613 - Word Processor III	16.29
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.38
03041 - Computer Operator I	12.41
03042 - Computer Operator II	13.91
03043 - Computer Operator III	15.19
03044 - Computer Operator IV	16.95
03045 - Computer Operator V	18.79
03071 - Computer Programmer I (1)	14.67
03072 - Computer Programmer II (1)	18.67
03073 - Computer Programmer III (1)	23.21
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	26.20
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	12.41
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	18.70
05010 - Automotive Glass Installer	15.67
05040 - Automotive Worker	16.21
05070 - Electrician, Automotive	17.11
05100 - Mobile Equipment Servicer	14.21
05130 - Motor Equipment Metal Mechanic	16.29
05160 - Motor Equipment Metal Worker	16.67
05190 - Motor Vehicle Mechanic	16.29
05220 - Motor Vehicle Mechanic Helper	13.22
05250 - Motor Vehicle Upholstery Worker	14.82
05280 - Motor Vehicle Wrecker	15.67
05310 - Painter, Automotive	15.89
05340 - Radiator Repair Specialist	15.67
05370 - Tire Repairer	10.89
05400 - Transmission Repair Specialist	16.29
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.64
07010 - Baker	11.27
07041 - Cook I	8.32
07042 - Cook II	9.31
07070 - Dishwasher	7.80
07130 - Meat Cutter	11.78
07250 - Waiter/Waitress	6.90
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	14.42
09040 - Furniture Handler	11.07
09070 - Furniture Refinisher	15.92
09100 - Furniture Refinisher Helper	12.72
09110 - Furniture Repairer, Minor	14.21
09130 - Upholsterer	14.42
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.72
11060 - Elevator Operator	8.55
11090 - Gardener	11.30
11121 - House Keeping Aid I	7.70
11122 - House Keeping Aid II	8.55
11150 - Janitor	9.28
11210 - Laborer, Grounds Maintenance	9.35

11240 - Maid or Houseman	7.70
11270 - Pest Controller	13.50
11300 - Refuse Collector	9.50
11330 - Tractor Operator	10.61
11360 - Window Cleaner	10.29
12000 - Health Occupations	
12020 - Dental Assistant	13.55
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.27
12071 - Licensed Practical Nurse I	12.61
12072 - Licensed Practical Nurse II	14.15
12073 - Licensed Practical Nurse III	15.83
12100 - Medical Assistant	12.57
12130 - Medical Laboratory Technician	13.84
12160 - Medical Record Clerk	11.88
12190 - Medical Record Technician	14.89
12221 - Nursing Assistant I	9.00
12222 - Nursing Assistant II	10.11
12223 - Nursing Assistant III	11.04
12224 - Nursing Assistant IV	12.38
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	12.61
12311 - Registered Nurse I	17.66
12312 - Registered Nurse II	21.60
12313 - Registered Nurse II, Specialist	21.60
12314 - Registered Nurse III	26.14
12315 - Registered Nurse III, Anesthetist	26.14
12316 - Registered Nurse IV	31.31
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	17.59
13011 - Exhibits Specialist I	15.80
13012 - Exhibits Specialist II	19.57
13013 - Exhibits Specialist III	23.87
13041 - Illustrator I	17.70
13042 - Illustrator II	21.93
13043 - Illustrator III	26.76
13047 - Librarian	21.13
13050 - Library Technician	11.64
13071 - Photographer I	14.03
13072 - Photographer II	16.42
13073 - Photographer III	20.34
13074 - Photographer IV	24.82
13075 - Photographer V	30.11
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	6.90
15030 - Counter Attendant	6.90
15040 - Dry Cleaner	8.31
15070 - Finisher, Flatwork, Machine	6.90
15090 - Presser, Hand	6.90
15100 - Presser, Machine, Drycleaning	7.59
15130 - Presser, Machine, Shirts	6.90
15160 - Presser, Machine, Wearing Apparel, Laundry	6.90
15190 - Sewing Machine Operator	9.07
15220 - Tailor	9.93
15250 - Washer, Machine	7.43
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	16.63
19040 - Tool and Die Maker	17.60
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	14.64
21020 - Material Coordinator	16.21
21030 - Material Expediter	16.21
21040 - Material Handling Laborer	12.25
21050 - Order Filler	10.65
21071 - Forklift Operator	13.23
21080 - Production Line Worker (Food Processing)	13.23
21100 - Shipping/Receiving Clerk	12.23

21130 - Shipping Packer	12.23
21140 - Store Worker I	10.08
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.63
21210 - Tools and Parts Attendant	13.23
21400 - Warehouse Specialist	13.23
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	18.17
23040 - Aircraft Mechanic Helper	15.09
23050 - Aircraft Quality Control Inspector	20.64
23060 - Aircraft Servicer	16.98
23070 - Aircraft Worker	17.92
23100 - Appliance Mechanic	16.59
23120 - Bicycle Repairer	11.75
23125 - Cable Splicer	19.50
23130 - Carpenter, Maintenance	14.56
23140 - Carpet Layer	15.46
23160 - Electrician, Maintenance	18.28
23181 - Electronics Technician, Maintenance I	16.79
23182 - Electronics Technician, Maintenance II	17.60
23183 - Electronics Technician, Maintenance III	18.35
23260 - Fabric Worker	14.66
23290 - Fire Alarm System Mechanic	16.73
23310 - Fire Extinguisher Repairer	13.84
23340 - Fuel Distribution System Mechanic	18.07
23370 - General Maintenance Worker	15.40
23400 - Heating, Refrigeration and Air Conditioning Mechanic	17.89
23430 - Heavy Equipment Mechanic	16.03
23440 - Heavy Equipment Operator	15.02
23460 - Instrument Mechanic	17.03
23470 - Laborer	9.50
23500 - Locksmith	16.26
23530 - Machinery Maintenance Mechanic	17.13
23550 - Machinist, Maintenance	16.78
23580 - Maintenance Trades Helper	12.31
23640 - Millwright	20.90
23700 - Office Appliance Repairer	16.26
23740 - Painter, Aircraft	20.17
23760 - Painter, Maintenance	14.42
23790 - Pipefitter, Maintenance	18.39
23800 - Plumber, Maintenance	17.96
23820 - Pneudraulic Systems Mechanic	17.03
23850 - Rigger	17.03
23870 - Scale Mechanic	15.46
23890 - Sheet-Metal Worker, Maintenance	16.58
23910 - Small Engine Mechanic	14.39
23930 - Telecommunication Mechanic I	18.40
23931 - Telecommunication Mechanic II	19.32
23950 - Telephone Lineman	18.40
23960 - Welder, Combination, Maintenance	15.38
23965 - Well Driller	15.48
23970 - Woodcraft Worker	18.11
23980 - Woodworker	12.96
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	7.45
24580 - Child Care Center Clerk	10.69
24600 - Chore Aid	8.53
24630 - Homemaker	11.88
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	18.21
25040 - Sewage Plant Operator	16.26
25070 - Stationary Engineer	18.21
25190 - Ventilation Equipment Tender	13.87
25210 - Water Treatment Plant Operator	16.26
27000 - Protective Service Occupations	
(not set) - Police Officer	16.34
27004 - Alarm Monitor	10.67

27006 - Corrections Officer	15.51
27010 - Court Security Officer	15.51
27040 - Detention Officer	15.51
27070 - Firefighter	15.96
27101 - Guard I	9.50
27102 - Guard II	10.67
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	15.19
28020 - Hatch Tender	15.19
28030 - Line Handler	15.19
28040 - Stevedore I	12.66
28050 - Stevedore II	15.44
29000 - Technical Occupations	
21150 - Graphic Artist	17.70
29010 - Air Traffic Control Specialist, Center (2)	30.50
29011 - Air Traffic Control Specialist, Station (2)	21.03
29012 - Air Traffic Control Specialist, Terminal (2)	23.16
29023 - Archeological Technician I	15.08
29024 - Archeological Technician II	16.88
29025 - Archeological Technician III	20.89
29030 - Cartographic Technician	20.89
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.25
29040 - Civil Engineering Technician	17.69
29061 - Drafter I	10.49
29062 - Drafter II	14.41
29063 - Drafter III	18.40
29064 - Drafter IV	20.89
29081 - Engineering Technician I	14.91
29082 - Engineering Technician II	16.63
29083 - Engineering Technician III	21.00
29084 - Engineering Technician IV	24.64
29085 - Engineering Technician V	30.21
29086 - Engineering Technician VI	36.54
29090 - Environmental Technician	17.68
29100 - Flight Simulator/Instructor (Pilot)	30.38
29160 - Instructor	20.46
29210 - Laboratory Technician	15.15
29240 - Mathematical Technician	20.98
29361 - Paralegal/Legal Assistant I	14.61
29362 - Paralegal/Legal Assistant II	18.24
29363 - Paralegal/Legal Assistant III	22.25
29364 - Paralegal/Legal Assistant IV	26.68
29390 - Photooptics Technician	22.40
29480 - Technical Writer	23.51
29491 - Unexploded Ordnance (UXO) Technician I	19.38
29492 - Unexploded Ordnance (UXO) Technician II	23.45
29493 - Unexploded Ordnance (UXO) Technician III	28.11
29494 - Unexploded (UXO) Safety Escort	19.38
29495 - Unexploded (UXO) Sweep Personnel	19.38
29620 - Weather Observer, Senior (3)	16.85
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	15.10
29622 - Weather Observer, Upper Air (3)	15.10
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	14.44
31260 - Parking and Lot Attendant	16.13
31290 - Shuttle Bus Driver	11.02
31300 - Taxi Driver	8.96
31361 - Truckdriver, Light Truck	11.02
31362 - Truckdriver, Medium Truck	17.92
31363 - Truckdriver, Heavy Truck	17.63
31364 - Truckdriver, Tractor-Trailer	17.63
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.05
99030 - Cashier	8.15
99041 - Carnival Equipment Operator	10.17
99042 - Carnival Equipment Repairer	10.76

99043 - Carnival Worker	8.03
99050 - Desk Clerk	8.47
99095 - Embalmer	19.20
99300 - Lifeguard	9.15
99310 - Mortician	19.38
99350 - Park Attendant (Aide)	11.50
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.15
99500 - Recreation Specialist	9.80
99510 - Recycling Worker	11.81
99610 - Sales Clerk	9.15
99620 - School Crossing Guard (Crosswalk Attendant)	9.50
99630 - Sport Official	7.95
99658 - Survey Party Chief (Chief of Party)	12.82
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	11.50
99660 - Surveying Aide	11.50
99690 - Swimming Pool Operator	14.27
99720 - Vending Machine Attendant	11.97
99730 - Vending Machine Repairer	14.27
99740 - Vending Machine Repairer Helper	11.97

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $2.59 an hour or $103.60 a week or $448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **
If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **
Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

GENERAL DECISION KY030037 06/13/03 KY37
General Decision Number KY030037
Superseded General Decision No. KY020037
State: Kentucky
Construction Type:
BUILDING
County(ies):
ALLEN BARREN

BUILDING CONSTRUCTION PROJECTS (Does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number Publication Date
0 06/13/2003
COUNTY(ies):
ALLEN BARREN

SUKY1002A 08/20/1993

	Rates	Fringes
BRICKLAYERS	6.08	
CARPENTERS	5.95	.30
CEMENT MASONS	5.15	
ELECTRICIANS	8.50	1.91
IRONWORKERS	7.25	.45
LABORERS	5.15	
PAINTERS	5.15	
PLUMBERS; PIPEFITTERS	9.95	1.62
POWER EQUIPMENT OPERATORS:		
Bulldozers	8.06	
Front End Loaders	6.80	.52
ROOFERS	6.00	.18
SHEET METAL WORKERS	6.91	
TRUCK DRIVERS	5.15	

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 (29 CFR 5.5(a)(1)(ii)).

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

END OF GENERAL DECISION

Section 00600 - Representations & Certifications

REPS & CERTS

SECTION 00600

REPRESENTATIONS & CERTIFICATIONS

COMPANY NAME AND ADDRESS: _____
_____
_____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

BUSINESS SIZE (select one)

Large Business _____ Small Business_____ HUBZone Business_____ 8A _____

Contractor is registered with Central Contractor Registration: _____ YES _____ NO
(See FAR 52.204-7)

INDICATE DUNS NUMBER _____ CAGE NO. _____
(Note: See FAR 52.204-6. The DUNS Number is a 9 digit numeric code.) (FAR 52.204-7)

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provison _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:.----------

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other----------

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name----------

TIN----------

(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(__) Paragraph (b) applies.

(__) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	**Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent**

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237990

(2) The small business size standard is $28.5 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material

change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [ ] is, [ ] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

____ 50 or fewer ____ $1 million or less

____ 51 - 100 ____ $1,000,001 - $2 million

____ 101 - 250 ____ $2,000,001 - $3.5 million

____ 251 - 500 ____ $3,500,001 - $5 million

____ 501 - 750 ____ $5,000,001 - $10 million

____ 751 - 1,000 ____ $10,000,001 - $17 million

____ Over 1,000 ____ Over $17 million

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ( ) It has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ( ) It has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) [ ] it has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

( ) (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

( ) (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

( ) (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

( ) (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

( ) (v) The facility is not located within the United States or its outlying areas.

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 2004)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclosure such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)

(a) Definitions. As used in this provision--

(1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) United States person is defined in 50 U.S.C. App. 2415(2) and means--

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (JUL 2004)

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

(1) The solicitation, or amended solicitation, provides a different definition;

(2) The contracting parties agree to a different definition;

(3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or

(4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at http://www.acqnet.gov at the end of the FAR, after the FAR Appendix.

(End of clause)

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed $100,000.

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed $100,000.

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

(1) The awarding of any Federal contract.

(2) The making of any Federal grant.

(3) The making of any Federal loan.

(4) The entering into of any cooperative agreement.

(5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3),Title 37, United States Code.

(3) A special Government employee, as defined in section 202, Title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

State, as used in this clause, means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding $100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.” For paper and paper products, postconsumer material means “postconsumer fiber” defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

“Printed or copied double-sided” means printing or reproducing a document so that information is on both sides of a sheet of paper.

“Recovered material,” for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as “recovered fiber” and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record “Active”.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)

(a) The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the $25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed $25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the in the Excluded Parties List System). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

This is a rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

(End of clause)

52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

(1) The proposal for the contract, subcontract, or modification;

(2) The discussions conducted on the proposal(s), including those related to negotiating;

(3) Pricing of the contract, subcontract, or modification; or

(4) Performance of the contract, subcontract or modification.

(d) Comptroller General--(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7,

Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because--

(1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(c)(1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the “as of” date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the “as of” date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the “as of” date specified on its Certificate of Current Cost or Pricing Data.

(d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of clause)

52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

(a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either--

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or

(2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data--Modifications.

52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)

(a) The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate a defined-benefit pension plan or otherwise recapture such pension fund assets.

(b) For segment closings, pension plan terminations, or curtailment of benefits, the amount of the adjustment shall be--

(1) For contracts and subcontracts that are subject to full coverage under the Cost Accounting Standards (CAS) Board rules and regulations (48 CFR Chapter 99), the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12); and

(2) For contracts and subcontracts that are not subject to full coverage under the CAS, the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12), except the numerator of the fraction at 48 CFR 9904.413-50(c)(12)(vi) shall be the sum of the pension plan costs allocated to all non-CAS covered contracts and subcontracts that are subject to Federal Acquisition Regulation (FAR) Subpart 31.2 or for which cost or pricing data were submitted.

(c) For all other situations where assets revert to the Contractor, or such assets are constructively received by it for any reason, the Contractor shall, at the Government's option, make a refund or give a credit to the Government for its equitable share of the gross amount withdrawn. The Government's equitable share shall reflect the Government's participation in pension costs through those contracts for which cost or pricing data were submitted or that are subject to FAR Subpart 31.2.

(d) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(g).

(End of clause)

52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)

The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate or reduce a PRB plan. If PRB fund assets revert, or inure, to the Contractor or are constructively received by it under a plan termination or otherwise, the Contractor shall make a refund or give a credit to the Government for its equitable share as required by FAR 31.205-6(o)(6). The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirements of FAR 15.408(j).

(End of clause)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes;

and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation , access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award of contract through 365 days from award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of $10 Million;

(2) Any order for a combination of items in excess of $10 Million; or

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year from expiration of this contract including any additional option years.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

52.219-3 NOTICE OF TOTAL HUBZONE SET-ASIDE (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) General. (1) Offers are solicited only from HUBZone small business concerns. Offers received from concerns that are not HUBZone small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a HUBZone small business concern.

(c) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(d) A HUBZone joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (c) of this clause will be performed by the HUBZone small business participant or participants.

(e) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

(End of clause)

52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons--

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or **regulations** of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (SEP 2000)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of $10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions

made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding $100,000 and require subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-6 DAVIS-BACON ACT (FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their

representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(c) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(End of clause)

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work

and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(End of clause)

52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and

29 CFR Part 30.

(End of clause)

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(End of clause)

52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988)

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination-Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

(f) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(End of clause)

52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

(End of clause)

52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

(End of clause)

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(d) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(End of clause)

52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed $10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-26 EQUAL OPPORTUNITY (APR 2002)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of

the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

(a) Definitions. "Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.

"Deputy Assistant Secretary," as used in this clause, means Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee.

"Employer's identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means--

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America

and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of $10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification

to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

(4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

(6) Disseminate the Contractor's equal employment policy by--

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc.;

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--

(1) Actively participates in the group;

(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

(3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;

(4) Makes a good-faith effort to meet its individual goals and timetables; and

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed

or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to--

(1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

(2) Submit reports as may be required by the Government; and

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(End of clause)

52.222-32 DAVIS-BACON ACT--PRICE ADJUSTMENT (ACTUAL METHOD) (DEC 2001)

(a) The wage determination issued under the Davis-Bacon Act by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, that is effective for an option to extend the term of the contract, will apply to that option period.

(b)(1) The Contractor states that if the prices in this contract contain an allowance for wage or benefit increases, such allowance will not be included in any request for contract price adjustment submitted under this clause.

(2) The Contractor shall provide with each request for contract price adjustment under this clause a statement that the prices in the contract do not include any allowance for any increased cost for which adjustment is being requested.
(c) The Contracting Officer will adjust the contract price or contract unit price labor rates to reflect the Contractor's actual increase or decrease in wages and fringe benefits to the extent that the increase is made to comply with, or the decrease is voluntarily made by the Contractor as a result of--

(1) Incorporation of the Department of Labor's Davis-Bacon Act wage determination applicable at the exercise of an option to extend the term of the contract; or

(2) Incorporation of a Davis-Bacon Act wage determination otherwise applied to the contract by operation of law.

(d) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(e) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a revised wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall notify the Contracting Officer promptly of any decrease under this clause, but nothing in this clause precludes the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records that the Contracting Officer may reasonably require. Upon agreement of the parties, the Contracting Officer will modify the contract price or contract unit price in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(f) Contract price adjustment computations shall be computed as follows:

(1) Computation for contract unit price per single craft hour for schedule of indefinite-quantity work. For each labor classification, the difference between the actual wage and benefit rates (combined) paid and the wage and benefit rates (combined) required by the new wage determination shall be added to the original contract unit price if the difference results in a combined increase. If the difference computed results in a combined decrease, the contract unit price shall be decreased by that amount if the Contractor provides notification as provided in paragraph (e) of this clause.

(2) Computation for contract unit price containing multiple craft hours for schedule of indefinite-quantity work. For each labor classification, the difference between the actual wage and benefit rates (combined) paid and the wage and benefit rates (combined) required by the new wage determination shall be multiplied by the actual number of hours expended for each craft involved in accomplishing the unit-priced work item. The product of this computation will then be divided by the actual number of units ordered in the preceding contract period. The total of these computations for each craft will be added to the current contract unit price to obtain the new contract unit price. The extended amount for the contract line item will be obtained by multiplying the new unit price by the estimated quantity. If actual hours are not available from the preceding contract period for computation of the adjustment for a specific contract unit of work, the Contractor, in agreement with the Contracting Officer, shall estimate the total hours per craft per contract unit of work.

Example: Asphalt Paving--Current Price $3.38 per Square Yard

		Hourly			Increase/DBA craft		New WD
rate paid	Diff.	Actual hrs.		Actual units (sq. yard)	sq. yard		
Equip. Opr....	$18.50 -	$18.00 =	$.50	x 600 hrs./	3,000 sq. yrd.	=	$.10
Truck Driver.	$19.00 -	$18.25 =	$.75	x 525 hrs./	3,000 sq. yrd.	=	$.13
Laborer.....	$11.50 -	$11.25 =	$.25	x 750 hrs./	3,000 sq. yrd.	=	$.06

Total increase per square yard..... * $.29

* Note: Adjustment for labor rate increases or decreases may be accompanied by social security and unemployment taxes and workers' compensation insurance.

Current unit price (per square yard) $3.38
Add DBA price adj..... +.29
New unit price (per square yard).... $3.67

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Definitions. As used in this clause--

All employment openings means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

Executive and top management means any employee--

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

Other eligible veteran means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established “recall” lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Qualified special disabled veteran means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

Special disabled veteran means--

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.
(b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of $25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at http://www.nlrb.gov.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at http://www.olms.dol.gov; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this con- tract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent informa-tion to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determina- tions issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage

determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or fur- nished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the

Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the

regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than $30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed $1.34 per hour beginning January 1, 1981. To use this provision--

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of $4.00 per hour. The Contractor chose to pay $4.10. The new wage determination increases the minimum rate to $4.50 per hour. Even if the Contractor voluntarily increases the rate to $4.75 per hour, the allowable price adjustment is $.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.
(End of clause)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

(a) Definitions. As used in this clause--

Priority chemical means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

“Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.”

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of section 302 of EPCRA.

(2) The emergency notice requirements of section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.

(5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.

(6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of sections 502 and 503 of Executive Order 13148.

(End of clause)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to deter- mine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who

has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) though (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the

requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(i) Major group code 10 (except 1011, 1081, and 1094.

(ii) Major group code 12 (except 1241).

(iii) Major group codes 20 through 39.

(iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(5) The facility is not located in the United States or its outlying areas.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior

calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed $100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding $100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of clause)

52.225-11 BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JAN 2005)

(a) Definitions. As used in this clause--

Caribbean Basin country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);

(2) A Free Trade Agreement country (Australia, Canada, Chile, Mexico, Morocco, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Cape Verde, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, Dominican Republic, El Salvador, Grenada, Guatemala, Guyana, Haiti, Honduras, Jamaica, Montserrat, Netherlands Antilles, Nicaragua, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

Least developed country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States, the District of Columbia, and outlying areas.

WTO GPA country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic, designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: None.

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before

contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1:			
Foreign construction material....	.....	.....	.....
Domestic construction material...	.....	.....	.....
Item 2:			
Foreign construction material....	.....	.....	.....
Domestic construction material...	.....	.....	.....

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEC 2003)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, Libya, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at TerList1.html. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at http://epls.arnet.gov/News.html.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

(End of clause)

52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)

Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

(End of clause)

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.

(b) Any surety fails to furnish reports on its financial condition as required by the Government;

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable

substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

(End of clause)

52.228-11 PLEDGES OF ASSETS (FEB 1992)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--

(1) Pledge of assets; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of--

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide--

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

(End of clause)

52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS. (OCT 1995)

In accordance with Section 806(a)(3) of Pub. L. 102-190, as amended by Sections 2091 and 8105 of Pub. L. 103-355, upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.

(End of clause)

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(a) “Irrevocable letter of credit” (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon

presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of less than $25 million in the past year, ILCs over $5 million must be confirmed by another acceptable financial institution that had letter of credit business of less than $25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

_____

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _____

IRREVOCABLE LETTER OF CREDIT NO. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____(for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States $_____. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

_____

[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

_____

[Confirming Financial Institution's Letterhead or Name and Address]

(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: _____ [U.S. Government agency]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ [name of issuing financial institution] for drawings of up to United States dollars _____/U.S. $_____ and expiring with our close of business on _____ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

_____

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

_____

[City, State]

(Date) _____

[Name and address of financial institution]

Pay to the order of _____ [Beneficiary Agency] _____ the sum of United States $_____.
This draft is drawn under Irrevocable Letter of Credit No. _____.

_____

[Beneficiary Agency]

By: _____

(End of clause)

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUL 2000)-

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is $100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

(a) As used in this clause--

"Contract date" means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties" means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax" means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax" means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

Local taxes includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds $250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

_____

(Name)

_____

(Title)

_____

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against
the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

52.232-11 EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Contracting Officer.

(End of clause)

52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I (APR 1984)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence. Unless otherwise stated in this contract, payments to an assignee of any amounts due or to become due under this contract shall not, to the extent specified in the Act, be subject to reduction or setoff.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

52.232-25 PROMPT PAYMENT (OCT 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of
the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however,

compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of $1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2003)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of $1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to use:

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph
(e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports--(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts DisputesAct of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.233-1 DISPUTES. (JUL 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding $100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of $100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over $100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative disput resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-price construction

contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any

understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any

completed unit of work which may have been accepted under the contract.

(End of clause)

52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

(End of clause)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

(End of clause)

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

(End of clause)

52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

(End of clause)

52.236-13 ACCIDENT PREVENTION (NOV 1991) – ALTERNATE I (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the

Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(e) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(c) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) Before commencing the work, the Contractor shall-

(1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and

(2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(End of clause)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take

steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) - ALTERNATE I (APR 1984

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in

accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor. Upon completing the work under this contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted.

(End of clause)

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly.

However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) In the Government-furnished facilities, equipment, materials, services, or site; or

(4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

(1) the date, circumstances, and source of the order and

(2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2004)

(a) Definitions.

"Commercial item", has the meaning contained in Federal Acquistion Regulation 2.101, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.245-1 PROPERTY RECORDS (APR 1984)

The Government shall maintain the Government's official property records in connection with Government property under this contract. The Government Property clause is hereby modified by deleting the requirement for the Contractor to maintain such records.

(End of clause)

52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (MAY 2004)

(a) Government-furnished property.

(1) Overseas contracts. If this contract is to be performed outside of the United States and its outlying areas, the words ``Government'' and ``Government-furnished'' (wherever they appear in this clause) shall be construed as ``United States Government'' and ``United States Government-furnished,'' respectively.

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) of this clause; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property. (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon--

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) Government property disposal. Except as provided in paragraphs (i)(1)(i), (i)(2), and (i)(8)(i) of this clause, the Contractor shall not dispose of Government property until authorized to do so by the Plant Clearance Officer.

(1) Scrap (to which the Government has obtained title under paragraph (c) of this clause).--(i) Contractor with an approved scrap procedure.--(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that--

(1) Requires demilitarization;

(2) Is a classified item;

(3) Is generated from classified items;

(4) Contains hazardous materials or hazardous wastes;

(5) Contains precious metals; or

(6) Is dangerous to the public health, safety, or welfare.

(ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap.

(2) Pre-disposal requirements. When the Contractor determines that a property item acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, is no longer needed for performance of this contract, the Contractor, in the following order of priority:

(i) May purchase the property at the **acquisition** cost.

(ii) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).

(iii) Shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not purchased under paragraph (i)(2)(i) of this clause, could not be returned to a supplier, or could not be used in the performance of other Government contracts.

(3) Inventory disposal schedules.--(i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify--

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of that contract; and

(B) Property acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, that is no longer required for performance of that contract.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for--

(A) Special test equipment with commercial components;

(B) Special test equipment without commercial components;

(C) Printing equipment;

(D) Computers, components thereof, peripheral equipment, and related equipment;

(E) Precious Metals;

(F) Nonnuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

(iv) Property with the same description, condition code, and reporting location may be grouped in a single line item. The Contractor shall describe special test equipment in sufficient detail to permit an understanding of the special test equipment's intended use.

(4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than--

(i) Thirty days following the Contractor's determination that a Government property item is no longer required for performance of the contract;

(ii) Sixty days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) One hundred twenty days, or such longer period as may be approved by the Plant Clearance Officer, following contract termination in whole or in part.

(5) Corrections. The Plant Clearance Officer may require the Contractor to correct an inventory disposal schedule or may reject a schedule if the property identified on the schedule is not accountable under this contract or is not in the quantity or condition indicated.

(6) Postsubmission adjustments. The Contractor shall provide the Plant Clearance Officer at least 10 working days advance written notice of its intent to remove a property item from an approved inventory disposal schedule. Unless the Plant Clearance Officer objects to the intended schedule adjustment within the notice period, the Contractor may make the adjustment upon expiration of the notice period.

(7) Storage.--

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to provide disposal instructions within 120 days following acceptance of an inventory disposal schedule might entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises at which the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability under this contract for such property.

(8) Disposition instructions.

(i) If the Government does not provide disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Government property as directed by the Plant Clearance Officer. The Contractor shall remove and destroy any markings identifying the property as Government property prior to disposing of the property.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. Any equitable adjustment incident to the Contracting Officer's direction to demilitarize Government property shall be made in accordance with paragraph (h) of this clause.

(9) Disposal proceeds. The Contractor shall credit the net proceeds from the disposal of Government property to the price or cost of work covered by this contract or to the Government as the Contracting Officer directs.

(10) Subcontractor inventory disposal schedules. The Contractor shall require a subcontractor that is using property accountable under this contract at a subcontractor-managed site to submit inventory disposal schedules to the Contractor in sufficient time for the Contractor to comply with the requirements of paragraph (i)(4) of this clause.

(j) Abandonment of Government property.

(1) The Government will not abandon sensitive Government property without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place at which time all obligations of the Government regarding such abandoned property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000) - ALTERNATE I (APR 1984)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action. (1) The Contracting Officer shall notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer shall notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer shall notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted

by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing.

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by (i) 45 percent for fixed-price contracts or (ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of $50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(h) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering--Construction clause of contract . . . . . , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or $100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004) - ALTERNATE I (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting

Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the

work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

(i) acts of God or of the public enemy,

(ii) acts of the Government in either its sovereign or contractual capacity,

(iii) acts of another Contractor in the performance of a contract with the Government,

(iv) fires,

(v) floods,

(vi) epidemics,

(vii) quarantine restrictions,

(viii) strikes,

(ix) freight embargoes,

(x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In

evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

(f)Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.

(g)If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.

(h)Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

(End of Clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(i) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2004)

(a) Definitions. As used in this clause—

(1) "Arising out of a contract with the DoD" means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of nolo contendere, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on this contract;

(2) On the board of directors of the Contractor;

(3) As a consultant, agent, or representative for the Contractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of the Contractor with regard to this contract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that the Contractor shall be subject to a criminal penalty of not more than $500,000 if convicted of knowingly--

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and

(4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (301) 809-4904.

(End of clause)

252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)

(a) The Contractor shall display prominently in common work areas within business segments performing work under Department of Defense (DoD) contracts, DoD Hotline Posters prepared by the DoD Office of the Inspector General.

(b) DoD Hotline Posters may be obtained from the DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(j) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of clause)

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

(a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450 (c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of $25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(End of clause)

252.215-7000 PRICING ADJUSTMENTS (DEC 1991)

The term "pricing adjustment," as used in paragraph (a) of the clauses entitled "Price Reduction for Defective Cost or Pricing Data - Modifications," "Subcontractor Cost or Pricing Data," and "Subcontractor Cost or Pricing Data - Modifications," means the aggregate increases and/or decreases in cost plus applicable profits.

(End of clause)

252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (OCT 1998)

(a) "Definition."

"Estimating system" means the Contractor's policies, procedures, and practices for generating estimates of costs and other data included in proposals submitted to customers in the expectation of receiving contract awards. Estimating system includes the Contractor's --

(1) Organizational structure;

(2) Established lines of authority, duties, and responsibilities;

(3) Internal controls and managerial reviews;

(4) Flow of work, coordination, and communication; and

(5) Estimating methods, techniques, accumulation of historical costs, and other analyses used to generate cost estimates.1997

(b) "General."

(1) The Contractor shall establish, maintain, and comply with an estimating system that is consistently applied and produces reliable, verifiable, supportable, and documented cost estimates that are an acceptable basis for negotiation of fair and reasonable prices.

(2) The system should be --

(i) Consistent and integrated with the Contractor's related management systems; and

(ii) Subject to applicable financial control systems.

(c) "Applicability". Paragraphs (d) and (e) of this clause apply if the Contractor is a large business and either --

(1) In its fiscal year preceding award of this contract, received Department of Defense (DoD) prime contracts or subcontracts, totaling $50 million or more for which certified cost or pricing data were required; or

(2) In its fiscal year preceding award of this contract --

(i) Received DoD prime contracts or subcontracts totaling $10 million or more (but less than $50 million) for which certified cost or pricing data were required; and

(ii) Was notified in writing by the Contracting Officer that paragraphs (d) and (e) of this clause apply.

(d) "System requirements."

(1) The Contractor shall disclose its estimating system to the Administrative Contracting Officer (ACO) in writing. If the Contractor wishes the Government to protect the information as privileged or confidential, the Contractor must mark the documents with the appropriate legends before submission.

(2) An estimating system disclosure is adequate when the Contractor has provided the ACO with documentation that--

(i) Accurately describes those policies, procedures, and practices that the Contractor currently uses in preparing cost proposals; and

(ii) Provides sufficient detail for the Government to reasonably make an informed judgment regarding the acceptability of the Contractor's estimating practices.

(3) The Contractor shall --

(i) Comply with its disclosed estimating system; and

(ii) Disclose significant changes to the cost estimating system to the ACO on a timely basis.

(e) "Estimating system deficiencies."

(1) The Contractor shall respond to a written report from the Government that identifies deficiencies in the Contractor's estimating system as follows:

(i) If the Contractor agrees with the report findings and recommendations, the Contractor shall --

(A) Within 30 days, state its agreement in writing; and

(B) Within 60 days, correct the deficiencies or submit a corrective action plan showing proposed milestones and actions leading to elimination of the deficiencies.

(ii) If the Contractor disagrees with the report, the Contractor shall, within 30 days, state its rationale for disagreeing.

(2) The ACO will evaluate the Contractor's response and notify the Contractor of the determination concerning remaining deficiencies and/or the adequacy of any proposed or completed corrective action.

(End of clause)

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employees has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2..1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

(a) "Definitions".

As used in this clause --

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

(End of clause)

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004)

(a) Definitions. As used in this clause--

Indian means--

(1) Any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c); and

(2) Any ``Native'' as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.).

Indian organization means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C. chapter 17.

Indian-owned economic enterprise means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

Indian tribe means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452(c).

Interested party means a contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

Native Hawaiian small business concern means an entity that is--

(1) A small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632) and relevant implementing regulations; and

(2) Owned and controlled by a Native Hawaiian as defined in 25 U.S.C. 4221(9).

(b) The Contractor shall use its best efforts to give Indian organizations, Indian-owned economic enterprises, and Native Hawaiian small business concerns the maximum practicable opportunity to participate in the subcontracts it awards, to the fullest extent consistent with efficient performance of the contract.

(c) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status.

(d) In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to--

(1) For matters relating to Indian organizations or Indian-owned economic enterprises: U.S. Department of the Interior, Bureau of Indian Affairs, Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street NW, MS-2626-MIB, Washington, DC 20240-4000. The BIA will determine the eligibility and will notify the Contracting Officer.

(2) For matters relating to Native Hawaiian small business concerns: Department of Hawaiian Home Lands, PO Box 1879, Honolulu, HI 96805. The Department of Hawaiian Home Lands will determine the eligibility and will notify the Contracting Officer.

(e) No incentive payment will be made--

(1) While a challenge is pending; or

(2) If a subcontractor is determined to be an ineligible participant.

(f)(1) The Contractor, on its own behalf or on behalf of a subcontractor at any tier, may request an incentive payment in accordance with this clause.

(2) The incentive amount that may be requested is 5 percent of the estimated cost, target cost, or fixed price included in the subcontract at the time of award to the Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(3) In the case of a subcontract for commercial items, the Contractor may receive an incentive payment only if the subcontracted items are produced or manufactured in whole or in part by an Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(4) The Contractor has the burden of proving the amount claimed and shall assert its request for an incentive payment prior to completion of contract performance.

(5) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the estimated cost, target cost, or fixed price included in the subcontract awarded to the Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(6) If the Contractor requests and receives an incentive payment on behalf of a subcontractor, the Contractor is obligated to pay the subcontractor the incentive amount.

(g) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts exceeding $500,000.
(End of clause)

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS. (NOV 1995)

(a) Definitions. As used in this clause:

(1) Computer data base means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) Computer program means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) Computer software means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) Detailed manufacturing or process data means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(6) Developed means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(7) Developed exclusively at private expense means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(8) Developed exclusively with government funds means development was not accomplished exclusively or partially at private expense.

(9) Developed with mixed funding means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(10) Form, fit, and function data means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(11) Government purpose means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(12) Government purpose rights means the rights to--

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(13) Limited rights means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release or disclose such data or authorize the use or reproduction of the data by persons outside the Government if reproduction, release, disclosure, or use is--

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure of technical data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluational or informational purposes;

(iii) Subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iv) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(14) Technical data means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(15) Unlimited rights means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in technical data. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) Unlimited rights.

The Government shall have unlimited rights in technical data that are--

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with--

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data--

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(ii) and (b)(iv) through (b)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless-

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data--

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(4) Specifically negotiated license rights.

The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(13) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights.

Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability.

The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(13) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) Contractor rights in technical data. All rights not granted to the Government are retained by the Contractor.

(d) Third party copyrighted data. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) Identification and delivery of data to be furnished with restrictions on use, release, or disclosure. (1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted--

Technical data to be Furnished With Restrictions \1/	Basis for Assertion \2/	Asserted Rights Category \3/	Name of Person Asserting Restrictions \4/
(LIST)	(LIST)	(LIST)	(LIST)

\1/ If the assertion is applicable to items, components or processes developed at private expense, identify both the data and each such items, component, or process.

\2/ Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

\3/ Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

\4/ Corporation, individual, or other person, as appropriate.
Date _____

Printed Name and Title _____

_____

Signature _____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Data delivered or otherwise furnished to the Government purpose rights shall be marked as follows:

Government Purpose Rights

Contract No. _____

Contractor Name _____

Contractor Address _____

_____

Expiration Date _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

Limited Rights

Contract No. _____

Contractor Name _____

Contractor Address _____

_____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings. (i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

Special License Rights

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. _____ (Insert contract number) _____, License No. _____ (Insert license identifier) _____. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliersthat will deliver technical data with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) Removal of unjustified and nonconforming markings. (1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in technical data. (1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) Applicability to subcontractors or suppliers. (1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers. (5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligations to the Government.

(End of clause)

252.227-7022 GOVERNMENT RIGHTS (UNLIMITED) (MAR 1979)

The Government shall have unlimited rights, in all drawings, designs, specifications, notes and other works developed in the performance of this contract, including the right to use same on any other Government design or construction without additional compensation to the Contractor. The Contractor hereby grants to the Government a paid-up license throughout the world to all such works to which he may assert or establish any claim under design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish the original or copies of all such works on the request of the Contracting Officer.

(End of clause)

252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS. (JUN 1995)

(a)(1) For contracts requiring the delivery of technical data, the terms "limited rights" and "Government purpose rights" are defined in the Rights in Technical Data--Noncommercial Items clause of this contract.

(2) For contracts that do not require the delivery of technical data, the terms "government purpose rights" and "restricted rights" are defined in the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract.

(3) For Small Business Innovative Research program contracts, the terms "limited rights" and "restricted rights" are defined in the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause of this contract.

(b) Technical data or computer software provided to the Contractor as Government furnished information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.

(1) GFI marked with limited or restricted rights legends. The Contractor shall use, modify, reproduce, perform, or display technical data received from the Government with limited rights legends or computer software received with restricted rights legends only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any person.

(2) GFI marked with government purpose rights legends. The Contractor shall use technical data or computer software received from the Government with government purpose rights legends for government purposes only. The Contractor shall not, without the express written permission of the party whose name appears in the restrictive legend, use, modify, reproduce, release, perform, or display such data or software for any commercial purpose or disclose such data or software to a person other than its subcontractors, suppliers, or prospective subcontractors or suppliers, who require the data or software to submit offers for, or perform, contracts under this contract. Prior to disclosing the data or software, the Contractor shall require the persons to whom disclosure will be made to complete and sign the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS).

(3) GFI marked with specially negotiated license rights legends. The Contractor shall use, modify, reproduce, release, perform, or display technical data or computer software received from the Government with specially negotiated license legends only as permitted in the license. Such data or software may not be released or disclosed to other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the non-disclosure agreement at DFARS 227.7103-7. The Contractor shall modify paragraph (1)(c) of the non-disclosure agreement to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data or software.

(c) Indemnification and creation of third party beneficiary rights. The Contractor agrees--

(1) To indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of technical data or computer software received from the Government with restrictive legends by the Contractor or any person to whom the Contractor has released or disclosed such data or software; and

(k) That the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third party beneficiary who has the right of direct action against the Contractor, or any person to whom the Contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of technical data or computer software subject to restrictive legends.

(End of clause)

252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)

(a) Definitions. As used in this clause--

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at https://wawf.eb.mil.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at https://ecweb.dfas.mil.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at http://www.X12.org.

(ii) EDI implementation guides are available on the Internet at http://www.dfas.mil/ecedi.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

252.236-7006 COST LIMITATION (JAN 1997)

(a)Certain items in this solicitation are subject to statutory cost limitations. The limitations are stated in the Schedule.

(b)An offer which does not state separate prices for the items identified in the Schedule as subject to a cost limitation may be considered nonresponsive.

(c)Prices stated in offers for items subject to cost limitations shall include an appropriate apportionment of all costs, direct and indirect, overhead, and profit.

(d) Offers may be rejected which--

(1)Are materially unbalanced for the purpose of bringing items within cost limitations; or

(2)Exceed the cost limitations, unless the limitations have been waived by the Government prior to award.

(End of provision)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)

(a) The Contractor shall provide an annual report --

(1) For all DoD property for which the Contractor is accountable under the contract;

(2) Prepared in accordance with the requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form;

(3) In duplicate, to the cognizant Government property administrator, no later than October 31.

(b) The Contractor is responsible for reporting all Government property accountable to this contract, including that at subcontractor and alternate locations.

(End of clause)

LCL PIL 2003-06 Security Contract Language for all COE Unclassified Contracts

All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract *(to include grants, cooperative agreements and task orders)* who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the U. S. Army Corps of Engineers, Louisville District, PO Box 59, Louisville, KY 40201-0059, ATTN: Security Officer within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the the U. S. Army Corps of Engineers, Louisville District, PO Box 59, Louisville, KY 40201-0059, ATTN: Security Officer. For those contractors that do not have a CAGE Code or Facility Security Clearance, the Security Office will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

(End of Clause)

SECTION 00800L

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SECTION 00800L

SPECIAL CLAUSES

12/03

PART 1 GENERAL

1.1 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) FAR 52.211-10

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than the time specified in the task order. The time stated for completion shall include final cleanup of the premises.

1.2 LIQUIDATED DAMAGES-CONSTRUCTION (SEPT 2000) FAR 52.211-12

(a) If the Contractor fails to complete the work within the time specified in the Task Order SCOPE OF WORK, the Contractor shall pay liquidated damages to the Government in the amount specified in the Task Order SCOPE OF WORK for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

1.3 TIME EXTENSIONS (SEPT 2000) FAR 52.211-13

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

1.4 ORDERING (OCT 1995) FAR 52.216-18

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through base year plus any option year, if exercised._

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

1.5 ORDER LIMITATIONS (OCT 1995) FAR 52.216-19

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $2500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-
(1) Any order for a single item in excess of $6,000,000.00;
(2) Any order for a combination of items in excess of $6,000,000.00; or
(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c)The Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

1.6 INDEFINITE QUANTITY (OCT 1995) FAR 52.216-22

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the expiration of the effective period of the contract.

1.7 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997) FAR 52.228-5

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(1) Coverage complying with State laws governing insurance requirements, such as those requirements pertaining to Workman's Compensation and Occupational Disease Insurance. Employer's Liability Insurance shall be furnished in limits of not less than $100,000.00 except in states with exclusive or monopolistic funds.

(2) Comprehensive General Liability Insurance for bodily injury coverage shall be furnished in limits of not less than $500,000 per occurrence.

(3) Comprehensive Automobile Liability Insurance for both bodily injury and property damage, shall be furnished in limits of not less than $200,000.00 per person, $500,000.00 per accident for bodily injury, and $20,000.00 per accident for property damage. When the Financial Responsibility or Compulsory Insurance Law of the State, requires higher limits, the policy shall provide for coverage of at least those higher limits.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective-

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

1.8 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984) FAR 52.236-1

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty percent (40%) of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

1.9 NOT USED (APR 1984)

1.10 UTILITIES (APR 1984) FAR 52.236-14 (PARA. 1.12.A.(1) & 1.12.A.(2) ONLY).

1.10.1 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984) FAR 52.236-14

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified

in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

(c) Electric Power for Small Tools not exceeding 20 amperes and 115 volts will be furnished from existing outlets at no cost to the Contractor, subject to proper use, and that total estimated consumption will not exceed 1,000 kilowatts per month. The Contractor's Small Tool Usage Plan shall be submitted for determination of estimated consumption. In the event the estimate exceeds the above allowance, the requirements for other utilities will apply.

1.10.2. ALTERATIONS TO UTILITIES

Where changes and relocations of utility lines are noted to be performed by others, the Contractor shall give the Contracting Officer at least thirty (30) days written notice in advance of the time that the change or relocation is required. In the event that, after the expiration of thirty (30) days after the receipt of such notice by the Contracting Officer, such utility lines have not been changed or relocated and delay is occasioned to the completion of the work under contract, the Contractor will be entitled to a time extension equal to the period of time lost by the Contractor after the expiration of said thirty (30) day period. Any modification to existing or relocated lines required as a result of the Contractor's method of operation shall be made wholly at the Contractor's expense and no additional time will be allowed for delays incurred by such modifications.

1.10.3. INTERRUPTIONS OF UTILITIES

(1) No utility services shall be interrupted by the Contractor to make connections, to relocate, or for any purpose without approval of the Contracting Officer.

(2) Request for Permission to shut down services shall be submitted in writing to the Contracting Officer not less than seventeen (17) days before date of proposed interruption. The request shall give the following information:

(a) Nature of Utility (Gas, L.P. or H.P., Water, etc.)

(b) Size of line and location of shutoff;

(c) Buildings and services affected.

(d) Hours and date of shutoff.

(e) Estimated length of time services will be interrupted.

(3) Services shall not be shutoff until receipt of approval of the proposed hours and date from the Contracting Officer.

(4) Shutoffs which will cause interruption of Government work operations as determined by the Contracting Officer shall be accomplished during regular non-work hours or on non-work days of the Using Agency without any additional cost to the Government.

(5) Operation of valves on water mains will be by Government personnel. Where shutoff of water lines interrupts service to fire hydrants or fire sprinkler systems, the Contractor shall arrange his operations and have sufficient material and personnel available to complete the work without undue delay or to restore service without delay in event of emergency.

(6) Flow in gas mains which have been shut off shall not be restored until the Government inspector has determined that all items serviced by the gas line have been shut off.

1.11 QUANTITY SURVEYS (APR 1984) FAR 52.236-16

(a) Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

(b) The Contractor shall conduct the original and final surveys and surveys for any periods for which progress payments are requested. All these surveys shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance. The Government shall make such computations as are necessary to determine the quantities of work performed or finally in place. The Contractor shall make the computations based on the surveys for any periods for which progress payments are requested.

(c) Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer.

(d) All Contractor surveys shall be conducted by a licensed Land Surveyor, unless the Contracting Officer waives this requirement in writing for a specific instance.

1.12 LAYOUT OF WORK (APR 1984) FAR 52.236-17

The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until

authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

1.13 REQUIREMENTS FOR REGISTRATION OF DESIGNERS (APR 1984) FAR 52.236-25

The design of architectural, structural, mechanical, electrical, civil, fire protection, geotechnical, interior design, or other engineering features of the work shall be accomplished or reviewed and approved by designers registered/licensed to practice in the particular professional field involved in a State or possession of the United States, in Puerto Rico, or in the District of Columbia. Each final design submittal drawing and certified final drawings ready for construction shall be signed and sealed by the registered professional (Designer of Record) responsible for the design indicated on the particular sealed sheet.

1.14 IDENTIFICATION OF GOVERNMENT-FURNISHED PROPERTY (APR 1984) FAR 52.245-3

(a) The Government will furnish to the Contractor the property identified in the Schedule to be incorporated or installed into the work or used in performing the contract. The listed property will be furnished f.o.b. railroad cars at the place specified in the contract Schedule or f.o.b. truck at the project site. The Contractor is required to accept delivery, pay any demurrage or detention charges, and unload and transport the property to the job site at its own expense. When the property is delivered, the Contractor shall verify its quantity and condition and acknowledge receipt in writing to the Contracting Officer. The Contractor shall also report in writing to the Contracting Officer within 24 hours of delivery any damage to or shortage of the property as received. All such property shall be installed or incorporated into the work at the expense of the Contractor, unless otherwise indicated in this contract.

(b) Each item of property to be furnished under this clause shall be identified in the Schedule by quantity, item, and description.

1.15 WARRANTY OF CONSTRUCTION (MAR 1984) FAR 52.246-21

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of-

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall-

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

1.16 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)
DFAR 252.227-7013

(a) Definitions. As used in this clause:

(1) Computer data base means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) Computer program means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) Computer software means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) Detailed manufacturing or process data means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(6) Developed means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered developed, the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(7) Developed exclusively at private expense means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(8) Developed exclusively with government funds means development was not accomplished exclusively or partially at private expense.

(9) Developed with mixed funding means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(10) Form, fit, and function data means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(11) Government purpose means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(12) Government purpose rights means the rights to

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(13) Limited rights means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize

the technical data to be used by another party, except that the Government may reproduce, release or disclose such data or authorize the use or reproduction of the data by persons outside the Government if reproduction, release, disclosure, or use is

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure of technical data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluation or informational purposes;

(iii) Subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iv) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(14) Technical data means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(15) Unlimited rights means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in technical data. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) Unlimited rights. The Government shall have unlimited rights in technical data that are

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract there under, with

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right

to use such data for commercial purposes has expired.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(ii) and (b)(iv) through (b)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(4) Specifically negotiated license rights. The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(13) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights. Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(13) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) Contractor rights in technical data. All rights not granted to the Government are retained by the Contractor.

(d) Third party copyrighted data. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) Identification and delivery of data to be furnished with restrictions on use, release, or disclosure.

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data. The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted

Technical Data Name of Person to be Furnished Basis for Asserted Rights

Asserting With Restrictions* Assertion** Category*** Restrictions***
*(LIST) (LIST) (LIST) (LIST)

*If the assertion is applicable to items, components, or processes developed at private expense, identify both the data and each such item, component, or process.

**Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

****Corporation, individual, or other person, as appropriate.

Date _____

_

Printed Name and Title _____

_

_____

_

Signature _____

_

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions

shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Data delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS
Contract No.
Contractor Name
Contractor
Address
Address
Expiration
Date

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.
(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

LIMITED RIGHTS
Contract No.
Contractor Name
Contractor
Address
The Government's rights to use, modify, reproduce, release, perform, display,
or disclose these technical data are restricted by paragraph (b)(3) of the Rights in
Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this
legend must also reproduce the markings. Any person, other than the Government,
who has been provided access to such data must promptly notify the above named
Contractor.

(4) Special license rights markings.

(i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS
The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. _____(Insert contract number)____, License No. ____(Insert license identifier)____. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) Removal of unjustified and nonconforming markings.

(1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in technical data.

(1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid

for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) Applicability to subcontractors or suppliers.

(1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligation to the Government.

ALTERNATE I (JUN 1995)

(l) Publication for sale.

(1) This paragraph only applies to technical data in which the Government has obtained unlimited rights or a license to make an unrestricted release of technical data.

(2) The Government shall not publish a deliverable technical data item or items identified in this contract as being subject to paragraph (l) of this clause or authorize others to publish such data on its behalf if, prior to publication for sale by the Government and within twenty-four (24) months following the date specified in this contract for delivery of such data or the removal of any national security or export control restrictions, whichever is later, the Contractor publishes that item or items for sale and promptly notifies the Contracting Officer of such publication(s). Any such publication shall include a notice identifying the number of this contract and the Government's rights in the published data.

(3) This limitation on the Government's right to publish for sale shall continue as long as the data are reasonably available to the public for purchase.

1.17 GOVERNMENT RIGHTS (UNLIMITED) (MAR 1979) DFAR 252.227-7022

The Government shall have unlimited rights, in all drawings, designs, specifications, notes and other works developed in the performance of this contract, including the right to use same on any other Government design or construction without additional compensation to the Contractor. The Contractor hereby grants to the Government a paid-up license throughout the world to all such works to which he may assert or establish any claim under design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish the original or copies of all such works on the request of the Contracting Officer.

1.18 DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF GOVERNMENT (MAR 1979) DFAR 252.227-7023

All designs, drawings, specifications, notes and other works developed in the performance of this contract shall become the sole property of the Government and may be used on any other design or construction without additional compensation to the Contractor. The Government shall be considered the person for whom the work was prepared for the purpose of authorship in any copyrightable work under 17 U.S.C. 201(b). With respect thereto, the Contractor agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish all retained works on the request of the Contracting Officer. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of all works beyond such period.

1.19 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGEND DFARS 252.227-7025 (JUN 1995)

(a)

(1) For contracts requiring the delivery of technical data, the terms limited rights and Government purpose rights are defined in the Rights in Technical Data--Noncommercial Items clause of this contract.

(2) For contracts that do not require the delivery of technical data, the terms government purpose rights and restricted rights are defined in the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract.

(3) For Small Business Innovative Research program contracts, the terms limited rights and restricted rights are defined in the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause of this contract.

(b) Technical data or computer software provided to the Contractor as Government furnished information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.

(1) GFI marked with limited or restricted rights legends. The Contractor shall use, modify, reproduce, perform, or display technical data received from the Government with limited rights legends or computer software received with restricted rights legends only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any person.

(2) GFI marked with government purpose rights legends. The Contractor shall use technical data or computer software received from the Government with government purpose rights legends for government purposes only. The

Contractor shall not, without the express written permission of the party whose name appears in the restrictive legend, use, modify, reproduce, release, perform, or display such data or software for any commercial purpose or disclose such data or software to a person other than its subcontractors, suppliers, or prospective subcontractors or suppliers, who require the data or software to submit offers for, or perform, contracts under this contract. Prior to disclosing the data or software, the Contractor shall require the persons to whom disclosure will be made to complete and sign the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS).

(3) GFI marked with specially negotiated license rights legends. The Contractor shall use, modify, reproduce, release, perform, or display technical data or computer software received from the Government with specially negotiated license legends only as permitted in the license. Such data or software may not be released or disclosed to other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the non-disclosure agreement at DFARS 227.7103-7. The Contractor shall modify paragraph (1)(c) of the nondisclosure agreement to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data or software.

(c) Indemnification and creation of third party beneficiary rights. The Contractor agrees

(1) To indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of technical data or computer software received from the Government with restrictive legends by the Contractor or any person to whom the Contractor has released or disclosed such data or software; and

(2) That the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third party beneficiary who has the right of direct action against the Contractor, or any person to whom the Contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of technical data or computer software subject to restrictive legends.

1.20 TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000) DFAR 252.227-7030

(a) If technical data specified to be delivered under this contract, is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not identified in the list described in the clause at 252.227-7013(e)(2) or 252.227-7018(e)(2) of this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of ten percent (10%) of the total contract price or amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

(b) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.

1.21 RIGHTS IN SHOP DRAWINGS (APR 1966) DFARS 252.227-7033

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

1.22 DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997) DFAR 252.227-7036

All technical data delivered under this contract shall be accompanied by the following written declaration:

The Contractor, _____, hereby declares that, to the best of its knowledge and belief, the technical data delivered herewith under Contract No._____ is complete, accurate, and complies with all requirements of the contract.

Date _____

Name and Title of Authorized Official

_____

1.23 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999) DFAR 252.227-7037

(a) Definitions. The terms used in this clause are defined in the Rights in Technical Data Noncommercial Items clause of this contract.

(b) Contracts for commercial items--presumption of development at private expense. Under a contract for a commercial item, component, or process, the Department of Defense shall presume that a Contractors asserted use or release restrictions are justified on the basis that the item, component, or process was developed exclusively at private expense. The Department shall not challenge such assertions unless information the Department provides demonstrates that the item, component, or process was not developed exclusively at private expense.

(c) Justification. The Contractor or subcontractor at any tier is responsible for maintaining records sufficient to justify the validity of its markings that impose restrictions on the Government and others to use, duplicate, or disclose technical data delivered or required to be delivered under the contract or subcontract. Except under contracts for commercial items, the Contractor or subcontractor shall be prepared to furnish to the Contracting Officer a written justification for such restrictive markings in response to a challenge under paragraph (e) of this clause.

(d) Pre-challenge request for information.

(1) The Contracting Officer may request the Contractor or subcontractor to furnish a written explanation for any restriction asserted by the Contractor or subcontractor on the right of the United States or others to

use technical data. If, upon review of the explanation submitted, the Contracting Officer remains unable to ascertain the basis of the restrictive marking, the Contracting Officer may further request the Contractor or subcontractor to furnish additional information in the records of, or otherwise in the possession of or reasonably available to, the Contractor or subcontractor to justify the validity of any restrictive marking on technical data delivered or to be delivered under the contract or subcontract (e.g., a statement of facts accompanied with supporting documentation). The Contractor or subcontractor shall submit such written data as requested by the Contracting Officer within the time required or such longer period as may be mutually agreed.

(2) If the Contracting Officer, after reviewing the written data furnished pursuant to paragraph (d)(1) of this clause, or any other available information pertaining to the validity of a restrictive marking, determines that reasonable grounds exist to question the current validity of the marking and that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer shall follow the procedures in paragraph (e) of this clause.

(3) If the Contractor or subcontractor fails to respond to the Contracting Officer's request for information under paragraph (d)(1) of this clause, and the Contracting Officer determines that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer may challenge the validity of the marking as described in paragraph (e) of this clause.

(e) Challenge.

(1) Notwithstanding any provision of this contract concerning inspection and acceptance, if the Contracting Officer determines that a challenge to the restrictive marking is warranted, the Contracting Officer shall send a written challenge notice to the Contractor or subcontractor asserting the restrictive markings. Such challenge shall

(i) State the specific grounds for challenging the asserted restriction;

(ii) Require a response within sixty (60) days justifying and providing sufficient evidence as to the current validity of the asserted restriction;

(iii) State that a DoD Contracting Officer's final decision, issued pursuant to paragraph (g) of this clause, sustaining the validity of a restrictive marking identical to the asserted restriction, within the three-year period preceding the challenge, shall serve as justification for the asserted restriction if the validated restriction was asserted by the same Contractor or subcontractor (or any licensee of such Contractor or subcontractor) to which such notice is being provided; and

(iv) State that failure to respond to the challenge notice may result in issuance of a final decision pursuant to paragraph (f) of this clause.

(2) The Contracting Officer shall extend the time for response as appropriate if the Contractor or subcontractor submits a written request showing the need for additional time to prepare a response.

(3) The Contractor's or subcontractor's written response shall be considered a claim within the meaning of the Contract Disputes Act of 1978 (41 U.S.C. 601, et seq.), and shall be certified in the form prescribed at 33.207 of the Federal Acquisition Regulation, regardless of dollar amount.

(4) A Contractor or subcontractor receiving challenges to the same restrictive markings from more than one Contracting Officer shall notify each Contracting Officer of the existence of more than one challenge. The

notice shall also state which Contracting Officer initiated the first in time unanswered challenge. The Contracting Officer initiating the first in time unanswered challenge after consultation with the Contractor or subcontractor and the other Contracting Officers, shall formulate and distribute a schedule for responding to each of the challenge notices to all interested parties. The schedule shall afford the Contractor or subcontractor an opportunity to respond to each challenge notice. All parties will be bound by this schedule.

(f) Final decision when Contractor or subcontractor fails to respond. Upon a failure of a Contractor or subcontractor to submit any response to the challenge notice, other than a failure to respond under a contract for commercial items, the Contracting Officer will issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract pertaining to the validity of the asserted restriction. This final decision shall be issued as soon as possible after the expiration of the time period of paragraph (e)(1)(ii) or (e)(2) of this clause. Following issuance of the final decision, the Contracting Officer will comply with the procedures in paragraphs (g)(2)(ii) through (iv) of this clause.

(g) Final decision when Contractor or subcontractor responds.

(1) If the Contracting Officer determines that the Contractor or subcontractor has justified the validity of the restrictive marking, the Contracting Officer shall issue a final decision to the Contractor or subcontractor sustaining the validity of the restrictive marking, and stating that the Government will continue to be bound by the restrictive marking. This final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(2)

(i) If the Contracting Officer determines that the validity of the restrictive marking is not justified, the Contracting Officer shall issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract. Notwithstanding paragraph (e) of the Disputes clause, the final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor of the longer period that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(ii) The Government agrees that it will continue to be bound by the restrictive marking for a period of ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. The Contractor or subcontractor agrees that, if it intends to file suit in the United States Claims Court it will provide a notice of intent to file suit to the Contracting Officer within ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. If the Contractor or subcontractor fails to appeal, file suit, or provide a notice of intent to file suit to the Contracting Officer within the ninety (90)-day period, the Government may cancel or ignore the restrictive markings, and the failure of the Contractor

or subcontractor to take the required action constitutes agreement with such Government action.

(iii) The Government agrees that it will continue to be bound by the restrictive marking where a notice of intent to file suit in the United States Claims Court is provided to the Contracting Officer within ninety (90) days from the issuance of the final decision under paragraph (g)(2)(i) of this clause. The Government will no longer be bound, and the Contractor or subcontractor agrees that the Government may strike or ignore the restrictive markings, if the Contractor or subcontractor fails to file its suit within one (1) year after issuance of the final decision. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, that urgent or compelling circumstances will not permit waiting for the filing of a suit in the United States Claims Court, the Contractor or subcontractor agrees that the agency may, following notice to the Contractor or subcontractor, authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(iv) The Government agrees that it will be bound by the restrictive marking where an appeal or suit is filed pursuant to the Contract Disputes Act until final disposition by an agency Board of Contract Appeals or the United States Claims Court. Notwithstanding the foregoing, where the head of an agency determines, on a non-delegable basis, following notice to the Contractor that urgent or compelling circumstances will not permit awaiting the decision by such Board of Contract Appeals or the United States Claims Court, the Contractor or subcontractor agrees that the agency may authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(h) Final disposition of appeal or suit.

(1) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is sustained

(i) The restrictive marking on the technical data shall be cancelled, corrected or ignored; and

(ii) If the restrictive marking is found not to be substantially justified, the Contractor or subcontractor, as appropriate, shall be liable to the Government for payment of the cost to the Government of reviewing the restrictive marking and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Government in challenging the marking, unless special circumstances would make such payment unjust.

(2) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is not sustained

(i) The Government shall continue to be bound by the restrictive marking; and

(ii) The Government shall be liable to the Contractor or subcontractor for payment of fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Contractor or subcontractor in defending the marking, if the challenge by the Government is found not to have been made in good faith.

(i) Duration of right to challenge. The Government may review the validity of any restriction on technical data, delivered or to be delivered under a contract, asserted by the Contractor or subcontractor. During the period within three (3) years of final payment on a contract or within three (3) years of delivery of the technical data to the Government, whichever is later, the Contracting Officer may review and make a written determination to challenge the restriction. The Government may, however, challenge a restriction on the release, disclosure or use of technical data at any time if such technical data

(1) Is publicly available;

(2) Has been furnished to the United States without restriction; or

(3) Has been otherwise made available without restriction. Only the Contracting Officer's final decision resolving a formal challenge by sustaining the validity of a restrictive marking constitutes validation as addressed in 10 U.S.C. 2321.

(j) Decision not to challenge. A decision by the Government, or a determination by the Contracting Officer, to not challenge the restrictive marking or asserted restriction shall not constitute validation.

(k) Privity of contract. The Contractor or subcontractor agrees that the Contracting Officer may transact matters under this clause directly with subcontractors at any tier that assert restrictive markings. However, this clause neither creates nor implies privity of contract between the Government and subcontractors.

(l) Flowdown. The Contractor or subcontractor agrees to insert this clause in contractual instruments with its subcontractors or suppliers at any tier requiring the delivery of technical data, except contractual instruments for commercial items or commercial components.

1.24 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000) DFARS 252.236-7001

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details

of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the Task Order Scope of Work.

1.25 OBSTRUCTION OF NAVIGABLE WATERWAYS (DEC 1991) DFARS 252.236-7002

(a) The Contractor shall
(1) Promptly recover and remove any material, plant, machinery, or appliance which the contractor loses, dumps, throws overboard, sinks, or misplaces, and which, in the opinion of the Contracting Officer, may be dangerous to or obstruct navigation;
(2) Give immediate notice, with description and locations of any such obstructions, to the Contracting Officer; and
(3) When required by the Contracting Officer, mark or buoy such obstructions until the same are removed.

(b) The Contracting Officer may
(1) Remove the obstructions by contract or otherwise should the Contractor refuse, neglect, or delay compliance with paragraph (a) of this clause; and
(2) Deduct the cost of removal from any monies due or to become due to the Contractor; or
(3) Recover the cost of removal under the Contractor's bond.

(c) The Contractor's liability for the removal of a vessel wrecked or sunk without fault or negligence is limited to that provided in Sections 15, 19, and 20 of the River and Harbor Act of March 3, 1899 (33 U.S.C. 410 et.seq.).

1.26 PAYMENT FOR MOBILIZATION AND PREPARATORY WORK (JAN 1997) DFARS 252.236-7003

(a) The Government will make payment to the Contractor under the procedures in this clause for mobilization and preparatory work under item no. as stated in the Task Order SCOPE OF WORK.

(b) Payments will be made for actual payments by the Contractor on work preparatory to commencing actual work on the construction items for which payment is provided under the terms of this contract, as follows
(1) For construction plant and equipment exceeding $25,000 in value per unit (as appraised by the Contracting Officer at the work site) acquired for the execution of the work;
(2) Transportation of all plant and equipment to the site;
(3) Material purchased for the prosecution of the contract, but not to be incorporated in the work;
(4) Construction of access roads or railroads, camps, trailer courts, mess halls, dormitories or living quarters, field headquarters facilities, and construction yards;
(5) Personal services; and
(6) Hire of plant.

(c) Requests for payment must include
(1) An account of the Contractor's actual expenditures;
(2) Supporting documentation, including receipted bills or copies of payrolls and freight bills; and
(3) The Contractor's documentation

(i) Showing that it has acquired the construction plant, equipment, and material free from all encumbrances;

(ii) Agreeing that the construction plant, equipment, and material will not be removed from the site without the written permission of the Contracting Officer; and

(iii) Agreeing that structures and facilities prepared or erected for the prosecution of the contract work will be maintained and not dismantled prior to the completion and acceptance of the entire work, without the written permission of the Contracting Officer.

(d) Upon receiving a request for payment, the Government will make payment, less any prescribed retained percentage, if

(1) The Contracting Officer finds the

(i) Construction plant, material, equipment, and the mobilization and preparatory work performed are suitable and necessary to the efficient prosecution of the contract; and

(ii) Preparatory work has been done with proper economy and efficiency.

(2) Payments for construction plant, equipment, material, and structures and facilities prepared or erected for prosecution of the contract work do not exceed

(i) The Contractor's cost for the work performed less the estimated value upon completion of the contract; and

(ii) 100 percent of the cost to the contractor of any items having no appreciable salvage value; and

(iii) 75 percent of the cost to the contractor of items which do have an appreciable salvage value.

(e)

(1) Payments will continue to be made for item no. as stated in the Task Order SCOPE OF WORK, and all payments will be deducted from the contract price for this item, until the total deductions reduce this item to zero, after which no further payments will be made under this item.

(2) If the total of payments so made does not reduce this item to zero, the balance will be paid to the Contractor in the final payment under the contract.

(3) The retained percentage will be paid in accordance with the Payments to Contractor clause of this contract.

(f) The Contracting Officer shall determine the value and suitability of the construction plant, equipment, materials, structures and facilities. The Contracting Officer's determinations are not subject to appeal.

1.27 PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC 1991) DFARS 252.236-7004.

(a) The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.

(1) seventy-five(75) percent of the lump sum price upon completion of the contractor's mobilization at the work site.

(2) The remaining twenty-five(25) percent upon completion of demobilization.

(b) The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that

the percentages in paragraphs (a)(1) and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.

(1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of

(i) Actual mobilization costs at completion of mobilization;

(ii) Actual demobilization costs at completion of demobilization; and

(iii) The remainder of this item in the final payment under this contract.

(2) The Contracting Officer's determination of the actual costs in paragraph (b)(1)of this clause is not subject to appeal.

1.28 VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS (MAR 1995) EFARS 52.211-5001

This variation in estimated quantities clause is applicable only to Items Nos. stated in the Task Order SCOPE OF WORK.

(a) Variation from the estimated quantity in the actual work performed under any second or subsequent sub-item or elimination of all work under such a second or subsequent sub-item will not be the basis for an adjustment in contract unit price.

(b) Where the actual quantity of work performed for items Nos. stated in the Task Order SCOPE OF WORK is less than 85% of the quantity of the first sub-item listed under such item, the contractor will be paid at the contract unit price for that sub-item for the actual quantity of work performed and, in addition, an equitable adjustment shall be made in accordance with the clause FAR 52.212-11, Variation in Estimated Quantities.

(c) If the actual quantity of work performed under Items Nos. stated in the Task Order SCOPE OF WORK exceeds 115% or is less than 85% of the total estimated quantity of the sub-item under that item and/or if the quantity of the work performed under the second sub-item or any subsequent sub-item under Items Nos. stated in the Task Order SCOPE OF WORK exceeds 115% or is less than 85% of the estimated quantity of any such sub-item, and if such variation causes an increase or a decrease in the time required for performance of this contract the contract completion time will be adjusted in accordance with the clause FAR 52.211-18, Variation in Estimated Quantities.

1.29 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995) EFAR 52.231-5000

(a) This clause does not apply to terminations. See 52.249-5000, Basis for settlement of proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region [insert Roman numeral for the appropriate region of the schedule]. Working conditions

shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, he schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

1.30 PAYMENT FOR MATERIALS DELIVERED OFF-SITE (MAR 1995) EFARS 52.232-5000

(a) Pursuant to FAR clause 52.232-5, Payments Under Fixed Priced Construction Contracts, materials delivered to the contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the General Provisions are fulfilled. Payment for items delivered to locations other than the work site will be limited to: (1) materials required by the technical provisions; or (2) materials that have been fabricated to the point where they are identifiable to an item of work required under this contract.

(b) Such payment will be made only after receipt of paid or receipted invoices or invoices with canceled check showing title to the items in the prime contractor and including the value of material and labor incorporated into the item. In addition to petroleum products, payment for materials delivered off-site is limited to the following items: [List items for which payments will be made for off-site delivery]

1.31 NOT USED

1.32 BASIS FOR SETTLEMENT OF PROPOSALS EFARS 52.249-5000

"Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

(1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.

(2) If equipment costs have been allocated to a contract using predetermined rates , those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate."

-- End of Document --

SECTION 00850L

SPECIAL CLAUSES FOR TASK ORDERS

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SECTION 00850L

SPECIAL CLAUSES FOR TASK ORDERS AND WORK ORDERS FOR WORK ORDERS

10/02

PART 1 GENERAL

1.1 SUBMITTALS

Government approval/acceptance can be required per the task order for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330L SUBMITTAL PROCEDURES or Section 1331L SUBMITTAL PROCEDURES FOR DESIGN/BUILD: when required by the Task Order SCOPE OF WORK.

SD-01 Preconstruction Submittals

Small Tool Usage Plan; [___] [___]

Labor, Equipment and Material Reports; G [___],

SD-05 Design Data

Equipment-in-Place List; [___][___]

Maintenance and Parts Data; [_____] [___]

SF1413; [___] [___]

Local Agency Check; [___][___]

Purchase Orders; [_____] [___]

Notice of Soil Treatment; [_____] [___]

Progress Photographs; [_____] [___]

Waste Test Results Manifest; [_____] [___]

Site Plan; G [___]

Dirt and Dust Control Plan; G [___]

Construction and Demolition (C&D) Waste Management Plan; G [___]

Activity Environmental Analysis; [_____][___]

SD-07 Certificates

Warranties; [_____] [___]

Insurance; [_____][___]

DA Form 3337; G [___]

SD-11 Closeout Submittals

As-Built Drawings; G [___]

Mechanical Room Layout; G [___]

1.2 WORK HOURS AND WORK DAYS

Working hours for the Contractor will be stated in the Task Order SCOPE OF WORK. The Contractor will only be allowed to work Mondays thru Fridays unless approval is received from the Contracting Officer.

1.3 AS-BUILT DOCUMENTS FOR DESIGN BUILD PROJECTS

As-Built Documents shall be provided unless specifically noted as "not required" in the Task Order Scope of Work.

1.3.1 General

It is the scope of this section to provide guidance to the Contractor on preparing as-built drawings and as-built specifications. An as-built drawing is a construction drawing revised to reflect the final as-built conditions of the project as a result of modifications and corrections to the project design required during construction. The final as-built drawings shall not have the appearance of marked up drawings, but that of professionally prepared drawings as if they were the "as designed" drawings.

As-built specifications are the construction specifications as modified by changes (contract modifications, ACO approved variations from the construction specifications which did not result in contract modifications, and any additional details which were not fully developed at the time of completion of construction documents).

1.3.2 Maintenance of As-Built Drawings

The Contractor shall keep a careful record set of blue line prints at the job site, marked in red, of all changes and corrections from the contract drawings. The Contractor shall enter changes and corrections on drawings promptly to reflect "Current Construction". This update shall be done no less frequently than on a weekly basis for the blue line prints and update no less frequently than a quarterly basis for the CADD files, which were prepared previously in accordance with Section 01021L. A confirmation shall be included that the as-built documents are up to date with the submission of the monthly project schedule. If the Contractor fails to maintain the as-built drawings as required herein, the Contracting Officer will deduct from the monthly progress payment, an amount representing the estimated monthly cost of maintaining the as-built drawings. Final payment with respect to separately priced facilities or the contract as a whole, will be withheld until proper as-built drawings have been furnished to, and accepted by the Contracting Officer. The marked-up set of plans shall reflect any changes, alterations, adjustments or modifications. Changes must be reflected on all sheets affected by the change. Changes shall include marking the drawings to reflect structural details, foundation layouts, equipment sized, and other extensions of design.

Typically, room numbers shown on the contract drawings are selected for design convenience and do not represent the actual numbers intended for use by the end user. Final as-built drawings shall reflect actual room numbers adopted by the end user.

1.3.3 Maintenance of As-Built Specifications

As-built specifications shall be marked up no less frequently than on a weekly basis. Revised electronic files shall be done no less frequently than monthly.

1.3.4 Underground Utilities

The drawings shall indicate, in addition to all changes and corrections, the actual location, kinds and sizes of all sub-surface utility lines. In order that the location of these lines and appurtenances may be determined in the event the surface openings or indicators become covered over or obscured, the as-built drawings shall show, by offset dimensions to two permanently fixed surface features, the end of each run including each change in direction. Valves, splice boxes and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average elevation of the top of each run or underground structure shall also be recorded.

1.3.5 Borrow Areas

If borrow material for this project is from sources on Government property, or if Government property is used as a spoil area, Contractor shall furnish a final contour map of the borrow pit/spoil area elevation.

1.3.6 Partial Occupancy

For projects where portions of construction are to be occupied or activated before overall project completion, including portions of utility systems, as-built drawings for those portions of the facility being occupied or activated shall be supplied at the time the facility is occupied or activated. This same as-built information previously furnished must also be shown on the final set of as-built drawings.

1.3.7 As-Built Conditions that are Different From the Contract Drawings

All as-built conditions that are different from the contract drawings shall be accurately reflected on each drawing. If the as-built condition is accurately reflected on a shop drawing, then furnish that shop drawing shall be in CADD format. The final as-built drawing shall refer to the shop drawing file that includes the as-built information.

1.3.8 Additional As-Built Information that Exceeds the Detail Shown on the Contract Drawings:

These as-built conditions include those that reflect structural details, foundation layouts, equipment, sizes, mechanical room layouts and other extensions of design, that were not shown in the project design documents because the exact details were not known until after the time of approved shop drawings. It is recognized that these shop drawing submittals (revised showing as-built conditions) will serve as the as-built record without

actual incorporation into the contract drawings. Furnish all such shop drawings in CADD format.

1.3.9 Final As-Built Drawings

At the time of Beneficial Occupancy of the project or at a designated phase of the project, final as-built CADD files shall be provided to the Contracting Officer in the following formats:

(1) On CD-ROM in the format as specified in Section 01021L
(2) One full size original on photographic Mylars
(3) The record set of blue line mark-ups

In the event the Contractor accomplishes additional work after this submittal, which changes the as-built conditions, the Contractor shall furnish a new CD-ROM, new full size original on photographic Mylars of affected sheets, and new blue line copy which depicts all the additional changes.

1.3.10 Title Blocks

Title Blocks shall be clearly marked to indicate final as-built drawings.

1.3.11 Final As-Built Specifications

Final as-built specifications shall be prepared in Specsintact and the electronic files shall be placed on the same CD-ROM that contains the as-built CADD files. The front sheet of the specifications shall contain an identification which clearly labels the specifications as representing as-built conditions and shall be dated with the date of the submittal.

1.3.12 Other As-Built Documents

All other documents such as design analysis, catalog cuts, certification documents that are not available in native electronic format shall be scanned and provided in an organized manner in Adobe.pdf format.

1.3.13 Final Payment

No separate or direct payment will be made for the work specified herein. All costs associated with this work shall be included in the applicable Task Order. If the Contractor fails to maintain the as-built drawings as required herein, the Contracting Officer will deduct from the monthly progress payment, an amount representing the estimated monthly cost of maintaining the as-built drawings. Final payment with respect to separately priced facilities or the contract as a whole, will be withheld until proper as-built drawings have been furnished to and accepted by the Contracting Officer.

1.4 EQUIPMENT DATA

1.4.1 Real Property Equipment

Contractor shall be required to make an Equipment-in-Place list of all installed equipment furnished under this contract. This list shall include all information usually listed on manufacturer's name plate. The form is part of SPECIAL CLAUSES and is included following the SPECIAL CLAUSES, so to

positively identify the piece of property. The list shall also include the cost of each piece of installed property F.O.B. construction site. For each of the items which is specified herein to be guaranteed for a specified period from the date of acceptance thereof, the following information shall be given: The name, serial and model number address of equipment supplier, or manufacturer originating the guaranteed item. The Contractor's guarantee to the Government of these items will not be limited by the terms of any manufacturer's guarantee to the Contractor. Furnish the list as one (1) reproducible and three (3) copies to the Contracting Officer thirty (30) calendar days before completion of any segment of the contract work which has an incremental completion date.

1.4.2 Maintenance and Parts Data

The Contractor will be required to furnish a brochure, catalog cut, parts list, manufacturer's data sheet or other publication which will show detailed parts data on all other equipment subject to repair and maintenance procedures not otherwise required in Operations and Maintenance Manuals specified elsewhere in this contract. Distribution of directives shall follow the same requirements as listed in paragraph above.

1.5 LINES, GRADES AND LIMITS

The Contractor shall be responsible for all layout required to properly control the work under the Task Order as determined by the Contracting Officer. The Contractor shall also furnish at his own expense, all string line, nails, and materials and labor as may be required in laying out the work.

1.6 SUPERINTENDENCE OF SUBCONTRACTORS

(1) The Contractor shall be required to furnish the following, in addition to the superintendence required by CONTRACT CLAUSE: SUPERINTENDENCE BY THE CONTRACTOR.

a. If more than 50 percent and less than 70 percent of the value of the contract work is subcontracted, one superintendent shall be provided at the site and on the Contractor's payroll to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

b. If 70 percent or more of the value of the work is subcontracted, the Contractor shall be required to furnish two such superintendents to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

(2) If the Contracting Officer, at any time after 50 percent of the subcontracted work has been completed, finds that satisfactory progress is being made, he may waive all or part of the above requirements for additional superintendence subject to the right of the Contracting Officer to reinstate such requirement if at any time during the progress of the remaining work he finds that satisfactory progress is not being made.

1.7 IDENTIFICATION OF EMPLOYEES

(1) The Contractor shall be responsible for furnishing an identification badge/card to each employee prior to the employees work on-site, and for requiring each employee engaged on the work to display

identification as may be approved and directed by the Contracting Officer. All prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon release of the employee. When required by the Contracting Officer, the Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project.

(2) The Contractor is required to provide a Local Agency Check for each individual that will be working on this contract. See Paragraph "COMPLIANCE WITH POST/BASE REGULATIONS" for instructions.

1.8 CONTRACTOR-PREPARED NETWORK ANALYSIS SYSTEM (IF REQUIRED PER THE TASK ORDER SCOPE OF WORK)

The progress chart to be prepared by the Contractor pursuant to the clause entitled "Schedules for Construction Contracts," shall consist of a network analysis system as described below. In preparing this system the scheduling of construction is the responsibility of the Contractor. The requirement for the system is included to assure adequate planning and execution of the work and to assist the Contracting Officer in appraising the reasonableness of the proposed schedule and evaluating progress of the work.

The system shall consist of diagrams and accompanying mathematical analyses. The diagrams shall show elements of the project in detail and the entire project in summary.

(1) Diagrams shall show the order and interdependence of activities and the sequence in which the work is to be accomplished as planned by the Contractor. The basic concept of a network analysis diagram will be followed to show how the start of a given activity is dependent on the completion of preceding activities and its completion restricts the start of following activities.

(2) Detailed network activities shown on a detailed or sub-network diagram shall include, in addition to construction activities, the submittal and approval of samples of materials and shop drawings, the procurement of critical materials and equipment, fabrication of special material and equipment and their installation and testing. All activities of the Government that affect progress and contract required dates for completion of all or parts of the work will be shown. The detail of information shall be such that duration times of activities will range from three (3) to thirty (30) days with not over two percent (2%) of the activities exceeding these limits. The activities which comprise the following separate buildings and features shall be separately identifiable by coding or use of sub-networks or both:

Building or feature .....

Minimum number of activities .....

The selection and number of activities shall be subject to the Contracting Officer's approval. Detailed networks, when summary networks are also furnished, need not be time scaled but shall be drafted to show a continuous flow from left to right with no arrows from right to left. The following information shall be shown on the diagrams for each activity: preceding and following event numbers, description of the activity, cost, and activity duration.

(3) Summary Network. If the project is of such size that the entire network cannot be readily shown on a single sheet, a summary network diagram shall be provided. The summary network diagram shall consist of a minimum of fifty activities and a maximum of one hundred and fifty activities, and shall be based on and supported by detailed diagrams. Related activities shall be grouped on the network. The critical path shall be plotted generally along the center of the sheet with channels with increasing float placed towards the top or bottom. The summary network shall be time scaled using units of approximately one-half inch equals one week or other suitable scale approved by the Contracting Officer. Weekends and holidays shall be indicated. Where slack exists, the activities shall be shown at the time when they are scheduled to be accomplished.

(4) The mathematical analysis of the network diagram shall include a tabulation of each activity shown on the detailed network diagrams. The following information will be furnished as a minimum for each activity:

(i) predecessor and successor activity identification (numbers shall be selected and assigned so as to permit identification of the activities with bid items):
(ii) activity description;
(iii) estimated duration of activities (the best estimate available at time of computation);
(iv) earliest start date (by calendar date);
(v) earliest finish date (by calendar date);
(vi) scheduled or actual start date (by calendar date);
(vii) scheduled or actual finish date (by calendar date);
(viii) latest start date (by calendar date);
(ix) latest finish date (by calendar date);
(x) slack or float;
(xi) monetary value of activity;
(xii) responsibility for activity (Prime Contractor, subcontractors, suppliers, Government, etc.);
(xiii) manpower required;
(xiv) percentage of activity completed;
(xv) Contractor's earnings based on portion of activity completed; and
(xvi) bid items of which activity is a part.

(5) The program or means used in making the mathematical computation shall be capable of compiling the total value of completed and partially completed activities and subtotals from separate buildings or feature listed in paragraph (2) above.

(6) In addition to the tabulation of activities, the computation will include the following data:

(i) identification of activities which are planned to be expedited by use of overtime or double shifts to be worked including Saturdays, Sundays and holidays;
(ii) on-site manpower loading schedule;
(iii) a description of the major items of construction equipment planned for operations of the project. (The description shall include the type, number of units and unit capacities. A schedule showing proposed time equipment will be on the job keyed to activities on which equipment will be used shall be provided); and

(iv) where portions of the work are to be paid by unit costs, the estimated number of units in an activity which was used in developing the total activity cost.

(7) The analysis shall list the activities in sorts or groups as follows:

(i) by the preceding event number from lowest to highest and then in the order of the following event number;
(ii) by the amount of slack, then in order of preceding event number;
(iii) by responsibility in order of earliest allowable start dates; and
(iv) in order of latest allowable start dates, then in order of preceding event numbers, and then in order of succeeding event numbers.

Submission and approval of the system shall be as follows:

(1) A preliminary network analysis defining the Contractor's planned operations during the first sixty (60) calendar days after notice to proceed will be submitted within ten (10) days. The Contractor's general approach for the balance of the project shall be indicated. Cost of activities expected to be completed or partially completed before submission and approval of the whole schedule should be included.

(2) The complete network analysis consist of the detailed network mathematical analysis (on-site manpower loading schedule, equipment schedule) and network diagrams shall be submitted within forty (40) calendar days after receipt of notice to proceed.

The Contractor shall participate in a review and evaluation of the proposed network diagrams and analysis by the Contracting Officer. Any revisions necessary as a result of this review shall be resubmitted for approval of the Contracting Officer within ten (10) calendar days after the conference. The approved schedule shall then be the schedule to be used by the Contractor for planning, organizing and directing the work and for reporting progress. If the Contractor thereafter desires to make changes in his method of operating and scheduling he shall notify the Contracting Officer in writing stating the reasons for the change. If the Contracting Officer considers these changes to be of a major nature he may require the Contractor to revise and submit for approval, without additional cost to the Government, all or the affected portion of the detailed diagrams and mathematical analysis and the summary diagram to show the effect on the entire project. A change may be considered of major nature if the time estimated to be required or actually used for an activity or the logic of sequence of activities is varied from the original plan to a degree that there is a reasonable doubt as to the effect on the contract completion date or dates. Changes which affect activities with adequate slack time shall be considered as minor changes, except that an accumulation of minor changes may be considered a major change when their cumulative effect might affect the contract completion date.

The Contractor shall submit at intervals of fifteen (15) calendar days a report of the actual construction progress by updating the mathematical analyses. Revisions causing changes in the detailed network shall be noted on the summary network, or a revised issue of affected portions of the

detailed network furnished. The summary network shall be revised as necessary for the sake of clarity. However, only the initial submission or complete revisions need be time scaled. Subsequent minor revisions need not be time scaled.

The report shall show the activities or portions of activities completed during the reporting period and their total value as basis for the Contractor's periodic request for payment. Payment made pursuant to the General Provision entitled "Payments to Contractor" will be based on the total value of such activities completed or partially completed after verification by the Contracting Officer. The report will state the percentage of the work actually completed and scheduled as of the report date and the progress along the critical path in terms of days ahead or behind the allowable dates. If the project is behind schedule, progress along other paths with negative slack shall also be reported. The Contractor shall also submit a narrative report with the updated network analysis which shall include but not be limited to a description of the problem areas, current and anticipated, delaying factors and their impact, and an explanation of corrective actions taken or proposed.

Sheet size of diagrams shall be 30 by 42 inches. Each updated copy shall show a date of the latest revision.

Initial submittal and complete revisions shall be submitted in six (6) copies.

Periodic reports shall be submitted in four (4) copies.

1.9 SALVAGE MATERIALS AND EQUIPMENT.

The Contractor shall maintain adequate property control records for all materials or equipment specified in Task Order Scope of Work to be salvaged. These records may be in accordance with the Contractor's system of property control, if approved by the property administrator. The Contractor shall be responsible for the adequate storage and protection of all salvaged materials and equipment and shall replace, at no cost to the Government, all salvage materials and equipment which are broken or damaged during salvage operations as the result of his negligence, or while in his care.

1.10 SALVAGE MATERIALS

All Government property items indicated in a Task Order to be removed shall become the property of the Contractor and promptly removed from the installation, except when specified in an individual Task Order for Government salvage, to be reused or to be turned over to the Government or the Customer. The Contractor will be responsible for compliance with applicable EPA, OSHA and other regulations in off-Post disposal of materials/waste turned over to it.

1.11 AGGREGATE SOURCES

1.11.1 General

Aggregates sources must be approved by the Contracting Officer.

Aggregates may be furnished from a government listed sources or at the option of the Contractor may be furnished from any other source designated

by the Contractor and approved by the Contracting Officer, subject to the conditions hereinafter stated.

1.11.2 Source

After the award of the contract, the Contractor shall designate in writing only one source or one combination of sources from which he proposes to furnish aggregates. If the Contractor proposes to furnish aggregates from a source or from sources not listed above, he may designate only a single source or single combination of sources for aggregates. Samples for acceptance testing shall be provided as required by the technical portions of these specifications. If a source for coarse or fine aggregate so designated by the Contractor is not approved for use by the Contracting Officer, the Contractor may not submit for approval other sources, but shall furnish the coarse or fine aggregate, as the case may be, from a source listed above at no additional cost to the Government.

Listing of a concrete aggregate source is not to be construed as approval of all material from that source. The right is reserved to reject materials from certain localized areas, zones, strata, or channels, when such materials are unsuitable for concrete aggregate as determined by the Contracting Officer. Materials produced from an approved source shall meet all requirements of the technical portions of these specifications.

1.12 PROJECT SIGN (IF REQUIRED PER THE TASK ORDER SCOPE OF WORK)

1.12.1 General

The Contractor shall furnish and erect at the location directed one project sign.

Exact placement location will be designated by the Contracting Officer. The panel sizes and graphic formats have been standardized for visual consistency throughout all Corps operations.

Panels are fabricated using HDO plywood with dimensional lumber uprights and bracing.

1.12.2 Legend

All legends are to be painted in the sizes and styles as specified by the graphic formats shown at the end of this section. The signs (including back and edges), posts and braces shall be given two coats of Benjamin Moore No. 120-60 poly-silicone enamel or approved equal before lettering. The 4' x 4' right section of the project sign shall be white with black lettering. The 2' x 4' left section shall be Communication Red (CR) with white lettering. The upper 2' x 2' left section of the project sign shall be communication red (CR) with white lettering. The lower 2' x 2' left section of the project sign shall be local customers color with white lettering (matching local sponsor's colors). Paint colors shall be as follow:

Black - Federal Standard 595a Color Number 27038
White - Federal Standard 595a Color Number 27875
Red - PANTONE 032

An example of the sign including mounting and fabrication details are also provided at the end of this section.

Name of the project shall be as indicated on task order:

Name of the designer shall be as indicated on the task order:

Name of local sponsor shall be as indicated on the task order:

1.12.3 Erection and Maintenance

(1) The signs shall be erected at the designated location(s). Signs shall be plumb and backfill of post holes shall be well tamped to properly support the signs in position throughout the life of the contract. The signs shall be maintained in good condition until completion of the contract, shall remain the property of the Contractor, and shall be removed from the site upon completion of work under the contract.

(2) The Corps of Engineers logo and the local customer's logo and color will be provided by the Contracting Officer.

1.12.4 Payment

No separate payment will be made for furnishing and erecting the project signs as specified and costs thereof shall be considered a subsidiary obligation of the Contractor.

1.13 WAGE RATES

The decision of the Secretary of Labor, covering rates of wages, including fringe benefits to be paid laborers and mechanics performing work under this contract, will be included with each Task Order SCOPE OF WORK. The payment for all classes of laborers and mechanics actually employed to perform work under each Task Order will be specified in the following contract clauses: DAVIS-BACON ACT, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, and THE COPELAND ACT.

1.14 PURCHASE ORDERS

Five copies of all purchase orders, for items requiring shop inspection, showing firm names and addresses, shall be submitted to the Contracting Officer when orders for materials are placed. Orders shall be so worded or marked that each item, piece or member can be definitely identified on the drawings. Purchase prices are not necessary and may be obliterated from the copies of the purchase orders furnished.

1.15 INTERFERENCE WITH TRAFFIC AND PUBLIC AND PRIVATE PROPERTY.

(1) The Contractor at all times shall dispose his plant and conduct the work in such manner as to cause as little interference as possible with private and public travel. Damage (other than that resulting from normal wear and tear) to roads, shall be repaired to as good a condition as they were prior to the beginning of work and to the satisfaction of the Contracting Officer.

(2) The Contractor shall provide and maintain as may be required by the State, Department of Transportation, proper barricades, fences, danger signals and lights, provide a sufficient number of watchmen, and take such

other precautions as may be necessary to protect life, property and structures, and shall be liable for and hold the Government free and harmless from all damages occasioned in any way by his act or neglect, or that of his agents, employees, or workmen.

1.16 GOVERNMENT FIELD OFFICE FACILITIES AND SERVICES (IF REQUIRED IN THE TASK ORDER SCOPE OF WORK)

1.16.1 General

The Government field office facilities will be located as indicated and specified in the task order. Electrical, fuel, water and sewage disposal facilities shall be provided as specified in the technical portions of the task order and shall be maintained by the Contractor for the duration of the contract. The buildings and facilities will be removed upon completion of the task order.

1.16.2 Utility Services

The Contractor shall arrange for and pay all costs for water, electricity, liquefied petroleum or fuel oil, and other utilities as necessary for the field office continuing for the life of the contract unless otherwise directed by the task order. The existing equipment shall be cleaned and then serviced a minimum of biweekly.

1.16.3 Cleaning

The contractor shall have the field office and bathrooms cleaned and the trashed removed daily.

1.17 COMPLIANCE WITH POST/BASE REGULATIONS

(1) If the task order site is on a military reservation and all rules and regulations issued by the Commanding Officer covering general safety, security, sanitary requirements, pollution control and traffic regulations, shall be observed by the Contractor. Information regarding these requirements may be obtained by contacting the Contracting Officer, who will provide such information or assist in obtaining same from appropriate authorities.

(2) Contractor personnel shall park only in areas authorized by the Contracting Officer.

(3) The Contractor shall provide a Seven Day Notice of Soil Treatment to the Contracting Officer, in writing, before required soil treatment agents are applied, to assure that DOD Certified Pest Control Personnel are present during soil treatment applications. All soil treatment applications must be in the presence of DOD Certified Pest Control personnel.

1.18 LABOR, EQUIPMENT, AND MATERIAL REPORTS

1.18.1 Daily Equipment Report

The Contractor shall submit a daily report of all Contractor-owned or rented equipment at the jobsite. A similar report is required for all subcontractor equipment. The subcontractor's report may be separate or

included with the Contractor's report provided the equipment is adequately identified as to ownership. The required equipment report shall include each item of equipment (hand-operated small tools or equipment excluded) on the job and shall specifically identify each item as to whether it is Contractor-owned or rented, shifts, hours of usage, down time for repairs, and standby time. Identification of the equipment shall include make, model and plant number of all items. Separate identification by a key sheet providing these data may be utilized with the daily report indicating the type of equipment and the equipment plant numbers. The format of the Daily Equipment Report will be as approved by the Government in the field.

1.18.2 Labor, Equipment & Material Reports for Extra Work/Cost

A Report shall also be submitted by the Contractor listing any labor, equipment and materials expended on and/or impacted by any change order directed by the Government and for which total price/time agreement has not been reached. These requirements also apply to subcontractors at any tier. The same Report is required at any time the Contractor claims or intends to claim for extra costs whether or not there is Government recognition (constructive changes). This requirement is in addition to any Contractor "Notice" or "Reservation of Rights". Submittal of such a report will not be construed as satisfying the "Notice" required under the "Changes" clause or any other clause. But, absence of such Reports submitted to the Government contemporaneously with the alleged extra work/cost will be considered as evidence that no such extra work/cost occurred that are chargeable to the Government.

The Report shall be detailed to the degree required by the Government in the field and shall contain the following as a minimum:

(1) The cause of the extra labor, equipment or materials costs.

(2) For extra labor - Indicate crew, craft, hours, location and cost. Describe nature or type of extra costs, i.e, extra work, overtime, acceleration, interference, reassignment, mobilizations and demobilizations, supervision, overhead, type of inefficiency, etc.

(3) For extra equipment - Indicate type and description, hours, location, cost; whether working, idle, standby, under repair, extra work involved, etc.

(4) For extra materials - Indicate type and description, where used, whether consumed, installed or multi-use, quantity, cost, extra work involved, etc.

(5) Affected activities - Relate to Contract Schedule (Network Analysis); demonstrate whether delay or suspension is involved.

(6) Segregate all entries by prime and each subcontractor.

(7) Summarize costs daily and by cumulative subtotal or with frequency required by the Government.

This report will not be considered as evidence that any of the alleged extra costs actually occurred. The report will be used to check against over obligation of funds for change orders directed prior to price/time agreement and to track alleged extra costs the Contractor considers otherwise

chargeable against the Government. The Government may respond at any interval to either challenge, amend or confirm the report. Absence of a Government response is not to be considered acquiescence or denial. The Government may order work stoppage if deemed necessary to avoid overobligation of funds. The frequency of the report shall be daily or as otherwise approved by the Government representative in writing.

1.19 ILLINOIS RETAILER'S OCCUPATIONAL TAX AND USE TAX (FOR TASK ORDERS PERFORMED IN ILLINOIS)

(1) The contract to be awarded will be a construction contract between the construction Contractor and the United States Government. As contemplated by 86 Illinois Administrative Code, Section 130.2075, sales of materials to construction Contractors for incorporation into real estate owned by exclusively charitable, religious or educational institutions or organizations, or for incorporation into real estate owned by governmental bodies, are exempt from Retailers' Occupational Tax and Use Tax. However, sales of tools, fuel, lumber for forms and other end use or consumption items to construction Contractors who do not incorporate these items into real estate are taxable sales. A supplier claiming exemption hereunder shall have among his records a certification from the purchasing Contractor stating that his purchases are for conversion into real estate under a contract with a church, charity, school, or governmental body, identifying the church, charity, school or governmental body that is involved by name and address and stating on what date his contract was entered into.

(2) The person claiming the exemption has the burden of proving that the Contractor's customer qualifies as an exclusively charitable, religious or educational organization or institution, or as a governmental body. In case of doubt on this point, the Contractor's customer shall obtain a ruling from the Illinois Department of Revenue.

(3) Prior to award of a contract, the successful bidder shall furnish a break-out to be incorporated into the contract separately pricing (1) materials to be incorporated into the structure or improvement to real estate, (2) services and other obligations of the construction contract, and (3) total contract price.

1.20 INDIANA SALES AND USE TAX (FOR TASK ORDERS PERFORMED IN INDIANA)

(1) This contract is a construction contract which contains separate amounts applicable to the performance of the services and the furnishing of the materials as defined in State of Indiana, Department of Revenue Information Bulletin No. 60, dated December 2, 1987. Notwithstanding any other provision of this contract, the contract price does not include any amount for Indiana Sales and Use Tax on materials to be incorporated by the Contractor or any subcontractor into the structure or improvement to real estate. The Contractor or any Subcontractor should provide his supplier with a State of Indiana General Exemption Certificate for Construction Contractors (Form ST-134) with respect to such property.

(2) For the purpose of complying with the requirements of State of Indiana, Department of Revenue Information Bulletin No. 60, dated December 2, 1987, the Contractor, pursuant to the requirements of the solicitation has furnished prior to contract award a breakdown separately pricing (1) materials to be incorporated into the structure or improvement to real estate; (2) services and other obligations of the construction contract; and

(3) total contract price. This breakdown is for the sole purpose of complying with the requirements of State of Indiana, Department of Revenue Bulletin No. 60, dated December 2, 1987 with regard to separate pricing of services and material and has no other contractual significance.

(3) Any subcontracts awarded hereunder shall also contain separate amounts applicable to the performance of services and the furnishing of materials.

1.21 OHIO SALES AND USE TAX (FOR TASK ORDERS PERFORMED IN OHIO)

The contract price should not include any amount for the Ohio Sales and Use Tax for building and construction materials to be used in the structure. Contractors are exempt from the payment of the Ohio Sales Tax for building structures or improvements to real property under a construction contract with the United States. The exemption certificate shall be in such form as prescribed by the Rules of the Ohio Department of Taxation (Tax Commissioner's Rule 5703-9-03) and should be signed by the Contractor, the subcontractor, and the Corps' Contracting Officer. The certificate should then be furnished to the supplier by the vendee within the period within which the supplier is required to file a return for the period in which the sale is consummated, as provided in Ohio Revised Code Section 5739.03. The exemption certificate must specify the reason that the sale is exempt. The Contractor shall be responsible for obtaining the required exemption certificate and submitting it to the Contracting Officer for exemption.

1.22 PROGRESS PHOTOGRAPHS (IF REQUIRED PER THE TASK ORDER SCOPE OF WORK)

The Contractor shall, during the progress of the work, furnish the Contracting Officer photographs, slides, digital photos (furnished on CD-ROM) and negatives depicting construction progress. The photographic work furnished shall be commercial quality as determined by the Contracting Officer. The photography shall be performed between the first and fifth of each month and the photographs, slides and negatives delivered to the Contracting Officer not later than the 15th of each month taken. A maximum of six views from different positions shall be taken as directed to show, inasmuch as possible, work accomplished during the previous month. At least, one set of photographs, slides and negatives will be made at completion of the contract, after final inspection by the Contracting Officer. The photographs shall be 8"x10" color prints and the slides 35 mm color. Each photograph and slide shall be identified on the face of the picture or the border of the slide giving date made, contract title and number, location of work, as well as a brief description of work depicted. Each negative will be identified with the same information on a sheet of paper by cross-referencing to the number on the negative. Two copies of photographs and slides, along with the original negatives of each view taken, shall be furnished to the Contracting Officer by the time stipulated above. No separate payment will be made for these services and all costs in connection thereto shall be considered a subsidiary obligation of the Contractor.

1.23 IMPLEMENTATION OF GOVERNMENT RESIDENT MANAGEMENT SYSTEM

RMS shall be maintained in accordance with Section 01312L QUALITY CONTROL SYSTEM (QCS).

1.24 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER. ER 415-1-15

This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the contract clause entitled "Default: Fixed Price Construction". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

Each delivery order shall establish, similar to the one below, a schedule of monthly anticipated adverse weather delays based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities. See Website WWW.NOAA.GOV for additional information.

*****SAMPLE**** MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(5)	(5)	(5)	(4)	(4)	(5)	(7)	(5)	(5)	(3)	(4)	(5)

Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day.

The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated , the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled "Default (Fixed Price Construction)".

1.25 USE OF INCLINOMETER FOR LONG BED DUMP TRUCKS

The recommendation of EM 385-1-1, Section 16.B.15, is mandatory for this project.

1.26 AVAILABILITY OF SAFETY AND HEALTH REQUIREMENTS MANUAL (EM 385-1-1).

As covered by CONTRACT CLAUSE "ACCIDENT PREVENTION", compliance with EM 385-1-1 is a requirement for this contract. Copies may be purchased for $31.00 each at the following address:

United States Government Bookstore
Room 118, Federal Building
1000 Liberty Avenue
Pittsburgh, PA 15222-4003
Telephone: (412) 395-5021 FAX: (412) 395-4547

Or downloaded from the following website:

http://www.usace.army.mil/inet/usace-docs/eng-manuals/em385-1-1/toc.htm

1.27 FIRE PROTECTION DURING CONSTRUCTION (UFC 3-600-01, DESIGN: FIRE PROTECTION ENGINEERING FOR FACILITIES, 17 APRIL 2003)

The Contractor is alerted to the requirements of Contract Clause "CLEANING UP" and more specifically to the requirements for fire protection during construction spelled out in EM 385-1-1 and NFPA No. 241 Building Construction and Demolition Operations. This item must be covered in the submittal required under Contract Clause "ACCIDENT PREVENTION".

1.28 TRAFFIC CONTROL

(1) Unless otherwise directed, the Contractor shall keep the road open to all traffic while performing the required work. The Contractor shall keep the portion of the project being used by traffic in such condition that the traffic will be adequately accommodated. Construction work that requires disruption of traffic will be accomplished during other than normal duty hours as directed and approved by the Contracting Officer.

(2b) The Contractor shall furnish, erect and maintain barricades, cones, warning signs, delineators, and flag persons in accordance with local Department of Transportation Specifications.

(3) Flag persons shall wear either an approved uniform or vest of fluorescent orange color and an orange hard hat and be equipped with a red flap of fluorescent material or a reflective stop/slow paddle.

(4) The above traffic control devices shall be supplemented as necessary with warning lights of the kind and type specified by the COR.

1.29 HAUL ROADS

Whenever practical, one-way haul roads shall be used on this contract. Haul roads built and maintained for this work shall comply with the following:

(1) One-way haul roads for off-the road equipment; e.g., belly dumps, scrapers, and off-the-road trucks shall have a minimum usable width of 25 ft. One-way haul roads for over-the-road haulage equipment only (e.g., dump trucks, etc.) may be reduced to a usable width of 15 ft. When the Contracting Officer determines that it is impractical to obtain the required width for one-way haul roads (e.g., a road on top of a levee), a usable width of not less than 10 ft. may be approved by the Contracting Officer, provided a positive means of traffic control is implemented. Such positive means shall be signs, signals, and/or signalman and an effective means of speed control.

(2) Two-way haul roads for off-the-road haulage equipment shall have a usable width of 60 ft. Two-way haul roads for over-the-road haulage equipment only may be reduced to a usable width of 30 ft.

(3) Haul roads shall be graded and otherwise maintained to keep the surface free from potholes, ruts, and similar conditions that could result in unsafe operation.

(4) Grades and curves shall allow a minimum sight distance of 200 ft. for one-way roads and 300 ft. for two-way roads. Sight distance is defined as the centerline distance an equipment operator (4.5 ft. above the road surface) can see an object 4.5 ft. above the road surface. When conditions make it impractical to obtain the required sight distance (e.g., ramps over levees), a positive means of traffic control shall be implemented.

(5) Dust abatement shall permit observation of objects on the roadway at a minimum distance of 300 ft.

(6) Haul roads shall have the edges of the usable portion marked with posts at intervals of 50 ft. on curves and 200 ft. maximum elsewhere. Such markers shall extend 6 ft. above the road surface and, for nighttime haulage, be provided with reflectors in both directions.

1.30 RADIOACTIVE MATERIAL/EQUIPMENT

All equipment (e.g. nuclear density gauges) or items containing radioactive material brought onto Fort Knox must be licensed by the Nuclear Regulatory Commission, and a DA Authorization (DARA) or Permit (DARP) secured. Fort Knox is considered a non-agreement site with respect to reciprocity with State permits; an NRC Form 241 must be obtained for each contract. Contractors must submit a DA Form 3337, "Application for Department of the Army Radiation Authorization or Permit", to the Fort Knox Safety Office before a DARA or a DARP can be obtained. A minimum of 45 days is required to process the DARA/DARP.

The Ft. Knox Safety Office can provide a waiver of the DARA/DARP for 15 calendar days. A proper NRC Form 241 and a current radioactive material license must be provided to secure a waiver.

1.31 CONSTRUCTION/SITE MANAGEMENT STANDARDS FOR CONSTRUCTION ON BGAD INSTALLATIONS

1.31.1 General

The following standards relate to the appearance of the construction site during the construction cycle, to temporary administrative and storage areas, and to service facilities needed for execution and completion of the work.

For most construction projects, the base civil engineer will provide the contractor with two sites; the primary construction site, and a supplemental storage site. The supplemental storage site may not be in close proximity of the construction site, but at a site designated by the base civil engineer out of view from the general public. The primary site is the construction site.

Contractors should screen grouped temporary facilities from the public view.

A visually acceptable site is an important construction standard. A clean, well-kept site will help ensure compliance with the safety and environmental requirements of the contract. Contractor's trailers or storage buildings must follow the base paint standards. The contractor shall maintain the trailers or storage buildings in good condition or must remove them. The contractor is responsible for the security of his property and general housekeeping of the area.

1.31.2 Site Plan

Prior to starting the work, the contractor shall submit site plans to the contracting officer for approval showing the layout and details of all temporary facilities used for this contract. The base approval authority, normally the base civil engineer, must approve the plan. The plan shall include the location of the safety and construction fences, location of all site trailers, equipment and materiel storage areas, construction entrances, trash dumpsters, temporary sanitary facilities and worker parking areas. Site photographs prior to the start of work may be included with the plan. At completion of work, the contractor shall remove the facilities and restore the site to its original condition.

1.31.3 Dirt and Dust Control Plan

The contractor shall submit truck and materiel haul routes along with a plan for controlling dirt, debris, and dust on base roadways. As a minimum, the plans shall identify the subcontractor and equipment for cleaning along the haul route and measures to reduce dirt, dust, and debris from roadways.

1.31.4 Contractor's Temporary Facilities

(1) Administrative Field Offices and Materiel Storage Trailers Contractor's administrative field office and storage trailers shall be in like new condition and the exterior must be the base standard color. Locate the office and trailers behind the construction fence unless otherwise indicated on the drawings. Storage of materials/debris under the trailers is prohibited.

(2) Materiel Storage Area:

(a) Supplemental Storage Area - This area is for storage of items not immediately required at the construction site. The location is indicated on the drawings. The contractor is responsible for the security of the store property and general housekeeping.

(b) Primary Storage Area - Site storage is limited to the materials that are needed within one week. Enclose the storage area by a construction fence, as described later, unless otherwise indicated on the drawings.

(3) Dumpsters:

Equip dumpsters with a secure cover and paint the standard base color [state the color]. The cover shall be closed at all times, except when being loaded with trash and debris. Locate dumpsters behind the construction fence or out of the public view. Empty site dumpsters at least once a week, or as needed to keep the site free of debris and trash. If necessary,

provide 208 liter (55 gallon) trash containers behind the construction fence or out of the public view. Empty trash containers at least once a day. Large demolition normally requires a large dumpster without lids-these are acceptable but should not have debris higher than the sides before emptying.

(4) Temporary Sanitation Facilities:

All temporary sewer and sanitation facilities shall be self contained units with both urinals and stool capabilities. Ventilate the units to control odors and fumes and empty and clean them at least once a week or more often if required by the contracting officer. The doors should be self-closing. The exterior of the unit will match the base standard [state the color]. Locate the facility behind the construction fence or out of public view.

(5) CONSTRUCTION AND SAFETY FENCE

Enclose the project work area and contractor lay down area with fencing of the type to match the base temporary fencing standard and gates. Remove the fence upon completion and acceptance of the work. The intent is to block the construction from the public view.

The contractor shall also provide a temporary safety fence with gates and warning signs at the construction site prior to the start of work to protect the public from construction activities. The safety fence will enclose those areas not within the construction fence. The safety fence will match the base standard, or bright orange where it protects excavated areas, high density polyethylene grid or approved equal, a minimum of 1.1 m (42 inches) high, supported and tightly secured to steel posts located on minimum 3 m (10 foot) centers. The contractor must remove the fence from the work site upon completion of the contract

1.31.5 Grass Cutting

Cut grass (or annual weeds) within the construction and storage sites to a 4-inch height at least once a week during the growing season unless the grass area is not visible to the public. Trim the grass around fences at time of grass cutting. Grass or weeds stockpiled earth shall be maintained as described above.

1.32 CONSTRUCTION HAZARD COMMUNICATION

The Contractor is required to comply with the requirements of the OSHA Hazard Communication Standard (29 CFR 1926.59). This standard is designed to inform workers of safe and appropriate methods of working with hazardous substances in the workplace. The standard has five requirements, and every hazardous or potentially hazardous substance used or stored in the work area is subject to all five. They are:

(1) Hazard Evaluation. Any company which produces or imports a chemical or compound must conduct a hazard evaluation of the substance to determine its potential health or physical hazard. The hazard evaluation consists of an investigation of all the available scientific evidence about the substance. The Contractor is required to assure that all producers (manufacturer/distributors) have performed these evaluations and transmit the required information with any hazardous materials being used or stored on the project site. From the hazard evaluation, a substance may be

classified as a health hazard, or a physical hazard. These classifications are then further broken down according to type:

Health Hazards	Physical Hazards
Carcinogens	Combustible liquids
Irritants	Compressed gases
Sensitizers	Explosives
Corrosives	Flammables
Toxic substances	Organic peroxides
Highly toxic substances	Unstable substances
Substances harmful to specific organs or parts of the body	Water-reactive substances

(2) Warning Labels. If a chemical is hazardous or potentially hazardous, the producer or importer must affix a warning label to every container of that chemical before it leaves his facility. The Contractor must assure these labels are attached and legible. The label must identify the chemical, state the hazard, and give the name and address of the producer or importer. If the hazardous substance is transferred to another container, that container must then be labeled, tagged, or marked with the name of the chemical and the appropriate hazard warning. Warning labels should be replaced immediately if they are defaced or removed.

(3) Material Safety Data Sheets. The producer or importer must also supply a material safety data sheet (MSDS). The Contractor must keep these available in the work area where the substance is used, so that the people using the substance can easily review important safety and health information, such as:

The hazard possible from misuse of the substance
Precautions necessary for use, handling, and storage
Emergency procedures for leaks, spills, fire and first aid
Useful facts about the substance's physical or chemical properties

(4) Work Area Specific Training. Because of hazardous substance may react differently depending on how it is used or the environment of the work area, the Contractor must conduct work area specific training; special training which takes the Contractor's operations, environment, and work policies into consideration. Work area training presents:

The hazardous substances which are present in the work place and the hazards they pose

Ways to protect against those hazards, such as protective equipment, emergency procedures, and safe handling

Where the MSDS's are kept, and an explanation of the labeling system
Where the Contractor's written Hazard Communication Program is located

(5) The Written Hazard Communication Program. In accordance with OSHA requirements, the Contractor must prepare a written Hazard Communication Program. This document will be included in the Contractor's Accident Prevention Plan. This document states how the Contractor plans to ensure that hazardous materials are appropriately labeled, how and where MSDS's

will be maintained, and how employees will be provided with specific information and training.

A hazard analysis plan, as described in Section, 1 Article 01.A.05 of the Corps of Engineers Safety and health Requirements Manual, EM 385-1-1, latest date, is required for each task order.

1.33 ENVIRONMENTAL PROTECTION CLAUSE TANK CLEANING AND PAINTING

1.33.1 Not Used

1.33.2 Disposal of Tank Sludge, Sediment or Sandblast Residue

(1) Handling of Wastes. Tank sludge, liquids, sediments and sandblast residues shall be contained, transported and disposed of in accordance with applicable Federal and State hazardous waste disposal regulations. Federal disposal regulations are contained in the Code of Federal Regulations (40 CFR Parts 260-265, and 268). The Contractor shall:

a. Obtain all required permits, if any, at his own expense.

b. Provide all necessary containers, vehicles, equipment, labor, signs, labels and manifests at his own expense.

c. Report spills of waste immediately to the proper authorities and take immediate effective containment and cleanup action as necessary.

(2) Characterization of Wastes. Prior to the removal of any waste, the Contractor, at his own expense, shall have the waste characterized by an independent testing laboratory to determine, using the criteria established in the disposal regulations, whether or not the waste is hazardous. A copy of the waste test results along with the Contractor's hazardous/non-hazardous status determination shall be submitted to the Contracting Officer, the quality surveillance representative (QSR) and the terminal operating Contractor at the terminal where the tank cleaning or painting takes place before commencement of any tank cleaning or painting operations.

(3) Disposal of Wastes determined to the be Non-Hazardous.

a. Provide the Contracting Officer, the QSR and the terminal operating Contractor records of the non-hazardous waste determination, the collection, transportation, treatment and disposal methods and dates, the quantities of waste, the names and addresses of transporters and the disposal or reclamation facilities.

b. Comply with any state manifest system which may be required. If a manifest is required by the State, the Contractor shall obtain the proper signature on the generator portion. The manifest is signed by the QSR employed by the U.S. Government. A copy of each signed manifest shall be submitted to the Contracting officer and the terminal operating Contractor at the time each waste shipment leaves the terminal.

c. Remove all waste from the terminal and properly dispose of in a Federal, State/local government approved manner within 90 days.

d. Provide a written report of actions taken, including all of the criteria in C.(1), to the Contracting Officer and the terminal operating Contractor before the last waste shipment leaves the terminal.

(4) Disposal of Wastes determined to be Hazardous.

a. Hazardous waste to be recycled or reclaimed. If the Contractor intends to beneficially use, reuse or legitimately recycle or reclaim the wastes resulting in no disposal, he may claim exemption from the disposal regulations. If he so chooses, documentation and positive proof of the recycling shall be submitted to the Contracting Officer the QSR and the terminal operating Contractor prior to commencement of any tank cleaning or painting operations. All wastes must be removed from the terminal within 90 days.

b. Hazardous Waste to be Taken to a Disposal Site. If the Contractor intends to dispose of the wastes, then the Contractor shall:

i. Remove and properly dispose of all wastes from the terminal within 90 days from the time the fuel is stripped from the tank in preparation for the cleaning operation.

ii. Properly identify all wastes using the criteria established in the disposal regulations.

iii. Utilize the U.S. EPA Uniform Hazardous Waste Manifest or the applicable State approved manifest to track wastes from point of generation to disposal. The manifest must comply with all the provisions of the disposal regulations. The Contractor must obtain the signature of the QSR on the generator portion of the manifest.

iv. A copy of each signed manifest shall be submitted to the Contracting Officer [and the terminal operating Contractor] at the time each waste shipment leaves the terminal.

v. Prior to the transportation of the hazardous waste, the Contractor shall comply with all of the pre-transport requirements established in the disposal regulations.

vi. The wastes must be transported by a certified hazardous waste hauler (i.e., the hauler must have a U.S. EPA or appropriate State hazardous waste identification number) in approved containers. All transporters must sign the manifest. The transporters must comply with all of the provisions established in the disposal regulations.

vii. The wastes must be taken to a treatment or disposal facility which has appropriate EPA or State permits and hazardous waste identification numbers and complies with all of the provisions of the disposal regulations.

1.34 MECHANICAL ROOM LAYOUT (ORL).

Detailed mechanical room layout drawings shall be submitted for approval in accordance with Section 01330L SUBMITTAL PROCEDURES. Layout drawings shall show location and maintenance clearances for all mechanical room equipment, and all utility runs/chases for mechanical, electrical, telephone and other

similar systems. Drawings shall be submitted at the same time as the submittals for the equipment to be located within the mechanical room.

1.35 ACTIVITY ENVIRONMENTAL ANALYSIS

Before starting any major phase of the work, an Activity Environmental Analysis shall be developed by the contractor and reviewed with the Government Representative. A major phase of the work is defined as an operation involving a type of work not previously experienced which presents possible sources of adverse environmental effects. This analysis will evaluate potential environmental consequences of the activity and the techniques which will be utilized to accomplish the work in an acceptable manner. This analysis includes: (1) the phase or activity of work; (2) the potential environmental consequences of the activity; (3) precautionary actions to prevent adverse environmental impacts; (4) actions in the event of an environmental incident; and (5) the appropriate reference to Federal, State, or Local standards, regulations, or laws.

1.36 CONSTRUCTION AND DEMOLITION (C&D) WASTE MANAGEMENT PLAN

(1) The Contractor is required to submit for government approval a detailed C&D Waste Management Plan within 30 days after contract award and prior to initiating any site clearance or C&D work.

(2) Specific elements to be addressed in the plan are as follows: Designated individuals on the contractor's staff who are responsible for C&D waste prevention and management.

a. Actions that will be taken to reduce solid waste generation (including use of more efficient facility design and construction processes, reduced packaging and packing materials, supplier take-back programs, etc.). Description of the specific approaches to be used in recycling/reuse of the various materials generated, including, as appropriate, the specification of areas and equipment to be used for processing, sorting, and temporary storage of C&D wastes.

b. Characterization of the waste to be generated during the C&D project, to include types and quantities of waste materials. The characterization should address site waste materials, building materials, packaging, packing, wastes generated by construction equipment, wastes generated by site offices, and wastes generated by the workforce on-site.

c. Landfill and/or incinerator name, tipping fee amounts, projected cost of disposing of all trash and waste materials in the landfill/incinerator, as if there would be no salvage or recycling on the project.

d. Identification of local and regional reuse programs, including non-profit organizations such as schools, local housing agencies, and public arts programs that accept used materials (e.g., Habitat For Humanity, national materials exchange networks).

e. A list of specific waste materials that will be salvaged for resale, salvaged and reused, and recycled; the recycling facilities that will be utilized; and copies of their permits and/or registrations.

f. Identification of materials that cannot be recycled/reused with a written justification. All disposed materials including anticipated hazardous wastes must include names of haulers and disposal sites, and copies of their permits and/or registrations.

g. Anticipated net cost savings determined by subtracting contractor program management costs and the cost of salvage (deconstruction), separating, and recycling from the following:

(1) revenue from the sale of salvaged products and materials;
(2) revenue from the sale of recycled products and materials;
(3) revenue from the return of materials; and
(4) incineration and/or landfill tipping fees saved due to diversion of materials.

h. The plan must cover the following materials if the material is applicable to the specific project.

Asphalt	Gypsum
Concrete	Plastic
Soil	Polystyrene
Metal	Porcelain
Wood	Corrugated cardboard
Brick	Carpet

(3) Firms and facilities used by the contractor for recycling, reuse, and disposal shall be appropriately permitted for the contractor's intended use, to the extent required by federal, state, and local regulations. The contractor shall maintain records of disposition of the materials, including all copies of manifests, origin, and disposal forms, and bills of lading. All facility, landfill, and hauler permits showing USEPA and state registration numbers shall be maintained and shall be available to the contracting officer when requested.

(4) The Contracting Officer shall review the C&D waste management plan in coordination with the environmental office within 7 calendar days of submittal. Where the contracting officer determines that the contractor has diligently explored all feasible methods to reduce C&D waste, the plan shall be approved, or approved with comment. Where it is determined that the contractor has not diligently explored all feasible methods, the contracting officer shall request a re-submittal.

(5) All revenues generated by reusing, returning, salvaging, or recycling materials, as well as costs avoided by reduced tipping and incineration fees as compared to conventional disposal shall accrue to the contractor's benefit and be reported to the Contracting Officer. Where an on-site Army C&D landfill is the only available disposal facility, the Contractor will be changed the prevailing commercial rate.

1.37 DAMAGE TO WORK (ORL)

The responsibility for damage to any part of the permanent work shall be as set forth in CONTRACT CLAUSE: PERMITS AND RESPONSIBILITIES. However, if in the judgment of the Contracting Officer, any part of the permanent work performed by the Contractor is damaged by flood or earthquake, which damage is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct

of the work, the Contractor will make the repairs as ordered by the Contracting Officer and full compensation for such repairs will be made at the applicable contract unit or lump sum prices as fixed and established in the contract. If, in the opinion of the Contracting Officer, there are no contract unit or lump sum prices applicable to any part of such work, an equitable adjustment pursuant to CONTRACT CLAUSE: CHANGES, will be made as full compensation for the repairs of that part of the permanent work for which there are no applicable contract unit or lump sum prices. Except as herein provided, damage to all work (including temporary construction), utilities, materials, equipment and plant shall be repaired to the satisfaction of the Contracting Officer at the Contractor's expense, regardless of the cause of such damage.

1.38 SIGNAL LIGHTS

The Contractor shall display signal lights and conduct his operations in accordance with the General Regulations of the Department of the Army and of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed, vessels working on wrecks, dredges and vessels engaged in laying cables or pipe or in submarine or bank protection operations, lights to be displayed on dredge pipe lines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as set forth in Commandant U.S. Coast Guard Instruction M16672.2, Navigation Rules: International-Inland (Comdtinst M16672.2), or 33 CFR81 Appendix A (International) and 33 CFR 84 through 33 CFR 89 (Inland) as applicable.

1.39 NOT USED

1.40 SEQUENCE OF DESIGN/CONSTRUCTION

(1) The Contractor must submit for Government Approval a design Quality Control Plan in accordance with Section 01453L, Paragraph 1.3 before design may proceed.

(2) After receipt of the Contract Notice to Proceed (NTP), the Contractor shall initiate design, comply with all design submission requirements as covered under Division 01 General Requirements, and obtain government review of each submission. Unless the Task Order is specifically fast tracked or otherwise formulated nor without written authority from the Contracting Officer, no construction may start, until the Government reviews the Final Design submission and determines it satisfactory for purposes of beginning construction. The ACO or COR will notify the Contractor when the design is cleared for construction. The Government will not grant any time extension for any design re-submittal required when, in the opinion of the ACO or COR, the initial submission failed to meet the minimum quality requirements as set forth in the contract.

(3) If the Government allows the Contractor to proceed with limited construction based on pending minor revisions to the reviewed Final Design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted and are satisfactory to the Government.

(4) No payment will be made for any in-place construction until all required submittals have been made, reviewed and are satisfactory to the Government.

1.41 KEY PERSONNEL, SUBCONTRACTORS AND OUTSIDE ASSOCIATES OR CONSULTANTS

In connection with the services covered by this contract, any in-house personnel, subcontractors, and outside associates or consultants will be limited to individuals or firms that were specifically identified and agreed to during negotiations. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these designated in-house personnel, subcontractors, associates, or consultants.

1.42 DESIGN/BUILD CONTRACT - ORDER OF PRECEDENCE

(1) The contract includes the standard contract clauses and schedules current at the time of contract award. It entails (1) the solicitation in its entirety, including all drawings, cuts, and illustrations, and any amendments, and (2) the successful offeror's accepted proposal. The contract constitutes and defines the entire agreement between the Contractor and the Government. No documentation shall be omitted which in any way bears upon the terms of that agreement.

(2) In the event of conflict or inconsistency between any of the provisions of this contract, precedence shall be given in the following order:

a. Betterments: Any portions of the accepted proposal which both conform to and exceed the provisions of the solicitation.

b. The provisions of the solicitations. (See also contract Clause: SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION.)

c. All other provisions of the accepted proposal.

d. Any design products including, but not limited to, plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. These are "deliverables" under the contract and are not part of the contract itself. Design products must conform with all provisions of the contract, in the order of precedence herein.

1.43 RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN

(1) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other non-construction services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other non-construction services and perform any necessary rework or modifications, including any damage to real or personal property, resulting from the design error or omission.

(2) The standard of care for all design services performed under this agreement shall be the care and skill ordinarily used by members of the architectural or engineering professions practicing under similar conditions at the same time and locality. Notwithstanding the above, in the event that the contract specifies that portions of the Work be performed in accordance

with a performance standard, the design services shall be performed so as to achieve such standards.

(3) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contact shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract. The Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of these services furnished under this contract.

(4) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

(5) If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

1.44 WARRANTY OF DESIGN (FOR TASK ORDERS)

(1) The Contractor warrants that the design shall be performed in accordance with the Contract requirements. Design and design related construction not conforming to the Contract requirements shall be corrected at no additional cost to the Government. The standard of care for design is defined in paragraph (b) of Special Contract Requirement "RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN".

(2) The period of this warranty shall commence upon final completion and the Government's acceptance of the work, or in the case of the Government's beneficial occupancy of all or part of the work for its convenience, prior to final completion and acceptance, at the time of such occupancy.

(3) This design warranty shall be effective from the above event through the Statue of Limitations and Statute of Repose, as applicable to the state that the project is located in.

(4) The rights and remedies of the Government provided for under this clause are in addition to any other rights and remedies provided in this contract or by law.

1.45 CONSTRUCTOR'S ROLE DURING DESIGN (JUN 1998)

The Contractor's construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements of this contract. In addition to the typical required construction activities, the constructor's involvement includes, but is not limited to actions such as: integrating the design schedule into the Master Schedule to maximize the effectiveness of fast-tracking design and construction (within the limits allowed in the contract), ensuring constructability and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the construction QC program with the design QC program, and maintaining and providing the design team with accurate, up-to-date redline and as-built documentation. The Contractor shall require and manage the active involvement of key trade subcontractors in the above activities.

1.46 VALUE ENGINEERING AFTER AWARD (JUNE 1999)

(1) In reference to Contract Clause 52.248-3, "Value Engineering - Construction", the Government may refuse to entertain a "Value Engineering Change Proposal" (VECP) for those "performance oriented" aspects of the Solicitation documents which were addressed in the Contractor's accepted contract proposal and which were evaluated in competition with other offerors for award of this contract.

(2) The Government may consider a VECP for those "prescriptive" aspects of the Solicitation documents, not addressed in the Contractor's accepted contract proposal or addressed but evaluated only for minimum conformance with the Solicitation requirements.

(3) For purposes of this clause, the term "performance oriented" refers to those aspects of the design criteria or other contract requirements which allow the Offeror or Contractor certain latitude, choice of and flexibility to propose in its accepted contract offer a choice of design, technical approach, design solution, construction approach or other approach to fulfill the contract requirements. Such requirements generally tend to be expressed in terms of functions to be performed, performance required or essential physical characteristics, without dictating a specific process or specific design solution for achieving the desired result.

(4) In contrast, for purposes of this clause, the term "prescriptive" refers to those aspects of the design criteria or other Solicitation requirements wherein the Government expressed the design solution or other requirements in terms of specific materials, approaches, systems and/or processes to be used. Prescriptive aspects typically allow the Offerors little or no freedom in the choice of design approach, materials, fabrication techniques, methods of installation or other approach to fulfill the contract requirements.

1.47 DEVIATING FROM THE ACCEPTED DESIGN

(1) The Contractor must obtain the approval of the Designer of Record and the Government's concurrence for any Contractor proposed revision to the professionally stamped and sealed and Government reviewed and concurred design, before proceeding with the revision.

(2) The Government reserves the right to non-concur with any revision to the design, which may impact furniture, furnishings, equipment selections or operations decisions that were made, based on the reviewed and concurred design.

(3) Any revision to the design, which deviates from the contract requirements (i.e., the RFP and the accepted proposal), will require a modification, pursuant to the Changes clause, in addition to Government concurrence. The Government reserves the right to disapprove such a revision.

(4) Unless the Government initiates a change to the contract requirements, or the Government determines that the Government furnished design criteria are incorrect and must be revised, any Contractor initiated proposed change to the contract requirements, which results in additional cost, shall strictly be at the Contractor's expense.

(5) The Contractor shall track all approved revisions to the reviewed and accepted design and shall incorporate them into the as-built design documentation, in accordance with agreed procedures. The Designer of Record shall document its professional concurrence on the as-builts for any revisions in the stamped and sealed drawings and specifications.

1.48 GOVERNMENT-FURNISHED RFP DRAWINGS, SURVEYS AND SPECIFICATIONS

This is to clarify that contract clause 252.236-7001, "Contract Drawings and Specifications", refers to any Government-furnished design or design criteria included in the Request for Proposal (RFP).

1.49 POLLUTION PREVENTION PLAN

In accordance with the National Pollutant Discharge Elimination System (NPDES) Permit, a Pollution Prevention Plan (PPP) is required for any project where 1 acre or more of earth is disturbed. This plan shall be developed by the Contractor as part of the design process if this is a Design/Build contract or as a pre construction activity and must meet the erosion and sediment control requirements for the state where the work is being performed. The plan must identify the controls that will be used and include design, inspection, and maintenance information. A site plan with the existing and proposed grading shall be included, showing the controls being utilized. The permanent stabilization practices (permanent seeding, mulching, sodding, plants, erosion control blanket, riprap, etc.) should be shown on the final grading plan, with temporary controls (temporary gravel construction entrance/exit, silt fences, straw bales, temporary diversions, sediment basins or traps, etc.) shown on the existing grading plan. Use of straw bales alone is not considered an effective method of sediment control and should not be used. Prior to the start of construction, the Contractor shall submit the Pollution Prevention Plan to the Contracting Officer for review and approval. PPP must address compliance with all State laws regarding historic preservation and endangered species with State Letters attached. Once the PPP is approved by the Contracting Officer, the NOI will be prepared by the Corps of Engineers, utilizing information contained in the approved PPP. A Notice of Intent (NOI) will be forwarded to the State by the Corps of Engineers. Commencement/ start of construction (ground disturbing activity) by the Contractor shall not begin until 48-hours after the NOI letter has been postmarked. A copy of both the PPP and NPDES Permit must be kept at the construction site.

If it is stated in the Task Order SCOPE OF WORK that the Government will develop the PPP then the Contractor will be provided all plans and details to be implemented. A Notice of Intent (NOI) will be prepared by the U.S. Army Corps of Engineers and submitted to the State where work is being performed. In Indiana the PPP with a copy of the NOI will be also sent to the County Conservation Office by the Corps of Engineers. Prior to the notice to proceed being issued, or any construction activity (ground disturbing activity) to commence/ start by the contractor, the compliance letter and NPDES permit must be issued by the State. The Contractor shall maintain a copy of the State compliance letter, the NPDES Permit and PPP at the construction site. Any changes made to the plan must be documented and approved by the Contracting Officer.

The Contractor will be responsible for paying all permits and fees related to the NPDES permit unless otherwise stated in the Task Order SCOPE OF WORK.

1.50 QUANTITY SURVEYS

If Quantity Surveys are required by the Task Order SCOPE OF WORK the Special Clauses-QUANTITY SURVEYS will apply. If it is determined by the Contracting Officer that the Government wishes to complete the survey the following paragraph shall replace paragraph b. in the clause.

The Government shall conduct the original and final surveys and make the computations based on them. The Contractor shall conduct the surveys for any periods for which progress payments are requested and shall make the computations based on these surveys. All surveys conducted by the Contractor shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance.

1.51 EXERCISE OF OPTION (EXTENDED CONTRACTUAL COVERAGE)

(1) Subsequent procurement of services of the type herein described may be accomplished at the sole determination of the Government.

(2) Exercise of the option under this provision shall be evidenced by a unilateral modification to the contract provided that the Contracting Officer shall have exercised the option before the contract is to expire.

(1) As a part of the one year warranty inspection, the Contracting Officer will conduct an infrared roof survey on any project involving a membrane roofing system. This survey will be conducted in accordance with ASTM C1153-90, "Standard Practice for the Location of Wet Insulation in Roofing Systems Using Infrared Imaging". The Contractor shall be required to replace all damaged materials and to locate and repair sources of moisture penetration.

(2) Defects in design or manufacture of equipment specified by the Government on a "brand name and model" basis, shall not be included in this warranty. In this event, the Contractor shall require any subcontractors, manufacturers, or suppliers thereof to execute their warranties, in writing, directly to the Government.

1.52 WARRANTY OF CONSTRUCTION

a. General Requirements

(1) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph 1.52.a.(10) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(2) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(a) As a part of the one year warranty inspection, the Contracting Officer will conduct an infrared roof survey on any project involving a membrane roofing system. This survey will be conducted in

accordance with ASTM C1153-90, "Standard Practice for Location of Wet Insulation in Roofing Systems Using Infrared Imaging". In accordance with paragraph 1.52.a.(3) and 1.52.a.(4) below, the Contractor shall be required to replace all damaged materials and to locate and repair sources of moisture penetration.

(3) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(a) The Contractor's failure to conform to contract requirements; or

(b) Any defect of equipment, material, workmanship, or design furnished.

(4) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(5) The Contracting Officer shall notify the Contractor, in writing, (see para. 1.52.c.(4) and 1.52.e) within a reasonable time after the discovery of any failure, defect, or damage.

(6) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, (see para. 1.52.e) the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(7) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(a) Obtain all warranties that would be given in normal commercial practice;

(b) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(c) Provide names, addresses, and telephone numbers of all subcontractors, equipment suppliers, or manufacturers with specific designation of their area of responsibilities if they are to be contacted directly on warranty corrections; and

(d) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(8) In the event the Contractor's warranty under paragraph 1.52.a.(2) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(9) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the

Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(10) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(11) Defects in design or manufacture of equipment specified by the Government on a "brand name and model" basis, shall not be included in this warranty. In this event, the Contractor shall require any subcontractors, manufacturers, or suppliers thereof to execute their warranties, in writing, directly to the Government.

b. Warranty Management

(1) Warranty Management Plan

The Contractor shall develop a warranty management plan which shall contain information relevant to the clause Warranty of Construction in FAR 52.246-21 with Alternate. At least 30 days before the planned pre-warranty conference, the Contractor shall submit the warranty management plan for Government approval. The warranty management plan shall include all required actions and documents to assure that the Government receives all warranties to which it is entitled. The plan shall be in narrative form and contain sufficient detail to render it suitable for use by future maintenance and repair personnel, whether tradesmen, or of engineering background, not necessarily familiar with this contract. The term "status" as indicated below shall include due date and whether item has been submitted or was accomplished. Warranty information made available during the construction phase shall be submitted to the Contracting Officer for approval prior to each monthly pay estimate. Approved information shall be assembled in a binder and shall be turned over to the Government upon acceptance of the work. The construction warranty period shall begin on the date of project acceptance and shall continue for the full product warranty period. A joint 4 month and 9 month warranty inspection shall be conducted, measured from time of acceptance, by the Contractor, Contracting Officer and the Customer Representative. Information contained in the warranty management plan shall include, but shall not be limited to, the following:

a. Roles and responsibilities of all personnel associated with the warranty process, including points of contact and telephone numbers within the organizations of the Contractors, subcontractors, manufacturers or suppliers involved.

b. Listing and status of delivery of all Certificates of Warranty for extended warranty items, to include roofs, HVAC balancing, pumps, motors, transformers, and for all commissioned systems such as fire protection and alarm systems, sprinkler systems, lightning protection systems, etc.

c. A list for each warranted equipment, item, feature of construction or system indicating:

1. Name of item.
2. Model and serial numbers.
3. Location where installed.
4. Name and phone numbers of manufacturers or suppliers.

5. Names, addresses and telephone numbers of sources of spare parts.
6. Warranties and terms of warranty. This shall include one-year overall warranty of construction. Items which have extended warranties shall be indicated with separate warranty expiration dates.
7. Cross-reference to warranty certificates as applicable.
8. Starting point and duration of warranty period.
9. Summary of maintenance procedures required to continue the warranty in force.
10. Cross-reference to specific pertinent Operation and Maintenance manuals.
11. Organization, names and phone numbers of persons to call for warranty service.
12. Typical response time and repair time expected for various warranted equipment.

d. The Contractor's plans for attendance at the 4 and 9 month post-construction warranty inspections conducted by the Government.

e. Procedure and status of tagging of all equipment covered by extended warranties.

f. Copies of instructions to be posted near selected pieces of equipment where operation is critical for warranty and/or safety reasons.]

1.52.1 Performance Bond

The Contractor's Performance Bond will remain effective throughout the construction warranty period and warranty extensions.

In the event the Contractor or his designated representative(s) fails to commence and diligently pursue any work required under this clause, and in a manner pursuant to the requirements thereof, the Contracting Officer shall have a right to demand that said work be performed under the Performance Bond by making written notice on the surety. If the surety fails or refuses to perform the obligation it assumed under the Performance Bond, the Contracting Officer shall have the work performed by others, and after completion of the work, may make demand for reimbursement of any or all expenses incurred by the Government while performing the work, including, but not limited to administrative expenses.

Following oral or written notification of required warranty repair work, the Contractor will respond. Written verification will follow oral instructions. Failure of the Contractor to respond will be cause for the Contracting Officer to proceed against the Contractor.

1.52.2 Pre-Warranty Conference

Prior to contract completion and at a time designated by the Contracting Officer, the Contractor shall meet with the Contracting Officer to develop a mutual understanding with respect to the requirements of this clause. Communication procedures for Contractor notification of warranty defects, priorities with respect to the type of defect, reasonable time required for Contractor response, and other details deemed necessary by the Contracting Officer for the execution of the construction warranty shall be established/reviewed at this meeting. In connection with these requirements

and at the time of the Contractor's quality control completion inspection, the Contractor will furnish the name, telephone number and address of a licensed and bonded company which is authorized to initiate and pursue warranty work action on behalf of the Contractor. This point of contact will be located within the local service area of the warranted construction, will be continuously available, and will be responsive to Government inquiry on warranty work action and status. This requirement does not relieve the Contractor of any of his responsibilities in connection with other portions of this provision.

1.52.3 Equipment Warranty Identification Tags

1.52.3.1 Tags

The Contractor shall provide warranty identification tags on all Contractor and Government furnished equipment which he has installed.

(1) The tags shall be similar in format and size to the exhibits provided by this specification, they shall be suitable for interior and exterior locations, resistant to solvents, abrasion, and to fading caused by sunlight, precipitation, etc. These tags shall have a permanent pressure-sensitive adhesive back, and they shall be installed in a position that is easily (or most easily) noticeable. Contractor furnished equipment that has differing warranties on its components will have each component tagged.

(2) Sample tags shall be submitted for Government review and approval. These tags shall be filled out representative of how the Contractor will complete all other tags.

(3) Tags for Warranted Equipment: The tag for this equipment shall be similar to the following. Exact format and size will be as approved.

EQUIPMENT WARRANTY
CONTRACTOR FURNISHED EQUIPMENT

MFG MODEL NO.

SERIAL NO.

CONTRACT NO.

CONTRACTOR NAME

CONTRACTOR WARRANTY EXPIRES

MFG WARRANTY(IES) EXPIRE

EQUIPMENT WARRANTY
GOVERNMENT FURNISHED EQUIPMENT

MFG MODEL NO.

SERIAL NO.

CONTRACT NO.

DATE EQUIP PLACED IN SERVICE

MFG WARRANTY(IES) EXPIRE

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(4) If the manufacturer's name (MFG), model number and serial number are on the manufacturer's equipment data plate and this data plate is easily found and fully legible, this information need not be duplicated on the equipment warranty tag. The Contractor warranty expires (warranty expiration date) and the final manufacturer's warranty expiration date will be determined.

1.52.3.2 Execution

The Contractor will complete the required information on each tag and install these tags on the equipment by the time of and as a condition of final acceptance of the equipment.

1.52.3.3 Payment

The work outlined above is a subsidiary portion of the contract work, and has a value to the Government approximating 5% of the value of the Contractor furnished equipment.

1.52.3.4 Equipment Warranty Tag Replacement

As stated in para. 12.1.4, the Contractor's warranty with respect to work repaired or replaced shall run for one year from the date of repair or replacement. Such activity shall include an updated warranty identification tag on the repaired or replaced equipment. The tag shall be furnished and installed by the Contractor, and shall be identical to the original tag, except that the Contractor's warranty expiration date will be one year from the date of acceptance of the repair or replacement.

1.52.4 Contractor's Response to Warranty Service Requirements

Following oral or written notification by the Contracting Officer or an authorized representative of the installation designated in writing by the Contracting Officer, the Contractor shall respond to warranty service requirements in accordance with the "Warranty Service Priority List" and the three categories of priorities listed below.

First Priority Code 1 Perform on site inspection to evaluate situation, determine course of action, initiate work within 24 hours and work continuously to completion or relief.

Second Priority Code 2 Perform on site inspection to evaluate situation, determine course of action, initiate work within 48 hours and work continuously to completion or relief.

Third Priority Code 3 All other work to be initiated within 5 work days and work continuously to completion or relief.

The "Warranty Service Priority List" is as follows:

Code 1 Air Traffic Control and Air Navigation Systems and Equipment.

Code 1 Air Conditioning System
- a. Hospital.
- b. Buildings with computer equipment.
- c. Commissary and Main PX.
- d. Clubs.
- e. Barracks, mess halls, BOQ/BEQ (entire building down).
- f. Troop medical and dental.

Code 2 Air Conditioning Systems
- a. Recreational support.
- b. Air conditioning leak in part of building, if causing damage.
- c. Air conditioning system not cooling properly
- d. Admin buildings with ADP equipment not on priority list.

Code 1 Doors
- a. Overhead doors not operational.

Code 1 Electrical
- a. Power failure (entire area or any building operational after 1600 hours).
- b. Traffic control devices.
- c. Security lights.
- d. Smoke detectors and fire alarm systems

Code 2 Electrical
- a. Power failure (no power to a room or part of building).
- b. Receptacle and lights.

Code 3 Electrical
- a. Street, parking area lights

Code 1 Gas
- a. Leaks and breaks.
- b. No gas to family housing unit or cantonment area.

Code 1 Heat
- a. Hospital/Medical facilities.
- b. Commissary and Main PX.
- c. Clubs.
- d. Area power failure affecting heat.

Code 2 Heat
- a. Medical storage.
- b. Barracks.

Code 3 Interior
- a. Floor damage
- b. Paint chipping or peeling

Code 1 Intrusion Detection Systems
Finance, PX and Commissary, and high security areas.

Code 2 Intrusion Detection Systems
Systems other than those listed under Code 1.

Code 1 Kitchen Equipment
a. Dishwasher.
b. All other equipment hampering preparation of a meal.

Code 2 Kitchen Equipment
All other equipment not listed under Code 1.

Code 2 Plumbing
a. Flush valves not operating properly
b. Fixture drain, supply line commode, or water pipe leaking.
c. Commode leaking at base.

Code 3 Plumbing
a. Leaking faucets

Code 1 Refrigeration
a. Commissary.
b. Mess Hall.
c. Cold Storage.
d. Hospital.
e. Medical storage.

Code 2 Refrigeration
Mess hall - other than walk-in refrigerators and freezers.

Code 1 Roof Leaks
Temporary repairs will be made where major damage to property is occurring.

Code 2 Roof Leaks
Where major damage to property is not occurring, check for location of leak during rain and complete repairs on a Code 2 basis.

Code 1 Sprinkler System
All sprinkler systems, valves, manholes, deluge systems, and air systems to sprinklers.

Code 1 Swimming Pools
Chlorine leaks or broken pumps.

Code 1 Tank Wash Racks (Bird Baths)
All systems which prevent tank wash.

Code 1 Water (Exterior)
Normal operation of water pump station.

Code 2 Water (Exterior)
No water to facility.

Code 1 Water, Hot (and Steam)
a. Hospitals.

b. Mess halls.
c. BOQ, BEQ, barracks (entire building).
d. Medical and dental.

Code 2 Water, Hot
No hot water in portion of building listed under Code 1 (items a through c).

Should parts be required to complete the work and the parts are not immediately available the Contractor shall have a maximum of 12 hours after arrival at the job site to provide the Contracting Officer or an authorized representative of the installation designated in writing by the Contracting Officer, with firm written proposals for emergency alternatives and temporary repairs for Government participation with the Contractor to provide emergency relief until the required parts are available on site for the Contractor to perform permanent warranty repair. The Contractors proposals shall include a firm date and time that the required parts shall be available on site to complete the permanent warranty repair. The Contracting Officer or an authorized representative of the installation designated in writing by the Contracting Officer, will evaluate the proposed alternatives and negotiate the alternative considered to be in the best interest of the Government to reduce the impact of the emergency condition. Alternatives considered by the Contracting Officer or an authorized representative of the installation designated in writing by the Contracting Officer will include the alternative for the Contractor to "Do Nothing" while waiting until the required parts are available to perform permanent warranty repair. Negotiating a proposal which will require Government participation and the expenditure of Government funds shall constitute a separate procurement action by the using service.

1.53 ENFORCEMENT OF WARRANTIES

(1) Performance Bond.

(a) It is understood that the Contractor's Performance bond will remain effective throughout the life of all warranties and warranty extensions, except when the warranty period for a particular item extends beyond the one year after contract completion.

(b) In the event the Contractor or his designated representative(s) fails to commence and diligently pursue any work required under this clause, and in a manner pursuant to the requirements thereof, the Contracting Officer shall have a right to demand that said work be performed under the Performance Bond by making written notice on the surety. If the surety fails or refuses to perform the obligation it assumed under the Performance Bond, the Contracting Officer shall have the work performed by others, and after completion of the work, may make demand for reimbursement of any or all expenses incurred by the Government while performing the work, including, but not limited to administrative expenses.

(c) Warranty repair work which arises to threaten the health or safety of personnel, the physical safety of property or equipment, or which impairs operations, habitability of living spaces, etc., will be handled by the Contractor on an immediate basis as directed verbally by the Contracting Officer or his authorized representative. Written verification will follow verbal instructions. Failure of the Contractor to respond as verbally directed will be cause for the Contracting Officer or his authorized

representative to have the warranty repair work performed by others and to proceed against the Contractor as outlined in paragraph b, above.

(d) Pre-Warranty Conference. Prior to contract completion and at a time designated by the Contracting Officer, the Contractor shall meet with the Contracting Officer to develop a mutual understanding with respect to the requirements of this clause. Communication procedures for Contractor notification of warranty defects, priorities with respect to the type of defect, reasonable time required for Contractor response, and other details deemed necessary by the Contracting Officer for the execution of the construction warranty shall be established/reviewed at this meeting.

In connection with these requirements and at the time of the Contractor's quality control completion inspection, the Contractor will furnish the name, telephone number and address of a licensed and bonded company which is authorized to initiate and pursue warranty work action on behalf of the Contractor. This point of contact will be located within the local service area of the warranted construction, will be continuously available, and will be responsive to Government inquiry on warranty work action and status. This requirement does not relieve the Contractor of any of its responsibilities in connection with other portions of this provision.

1.54 CERTIFICATES OF COMPLIANCE

Any certificates required for demonstrating proof of compliance of materials with specification requirements shall be executed in four copies. Each certificate shall be signed by an official authorized to certify on behalf of the manufacturing company and shall contain the name and address of the Contractor, the project and location, and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if, after tests are performed on selected samples, the material is found not to meet the specific requirements.

1.55 TEMPORARY ELECTRICAL SERVICE

All temporary electrical service on the project, and within all temporary and permanent structures shall be installed and maintained in compliance with the provisions of EM 385-1-1, latest edition, Corps of Engineers Safety and Health Requirements.

1.56 REMOVAL AND DISPOSAL OF OIL FILLED ELECTRICAL APPARATUS

I. DEFINITIONS:

1. Container - A rigid and portable non-porous non-leaking receptacle other than a piece of electrical equipment (i.e. metal drum) which complies with current Department of Transportation requirements (49 CFR 173).

2. Electric equipment - includes transformers, capacitors and oil insulated switches or breakers.

3. Mark - printed notice which is in compliance with Department of Transportation regulations.

4. Items - includes both electrical equipment and containers.

5. Non-PCB equipment - contains PCB concentration less than 50 Parts Per Million (PPM).

6. Over-pack - a container large enough to hold a piece of electrical equipment or another smaller container.

7. PCB item - containing PCB concentration equal or greater than 500 PPM.

8. PCB contaminated - containing PCB concentrations of 50 to (and including) 499 PPM.

9. PCBs - having a concentration greater than 500 PPM.

10. Store/storage - temporarily for thirty days or less in the designated area.

11. Weeping - very slow leaking condition of a electrical equipment or containers.

II. CONTAINERS:

1. The Contractor will only utilize containers for temporary storage which are in compliance with 49 CFR 178.80.

2. Whenever the Contractor utilizes a container to over-pack a leaking piece of equipment, he will use sufficient absorbent material in the over-pack to absorb any liquid PCB's remaining in the equipment as required under 40 CFR 771.75)(1)(ii).

III. STORAGE:

1. The Contractor shall immediately transport and store all items upon removal from service or after spill clean up.

2. Temporary storage area must be approved by the Contracting Officer.

3. The Contractor shall mark the storage area with the designation of a PCB
storage area as specified under 40 CFR 761.40 (a) (10).

4. The Contractor will make arrangements for sampling and analysis immediately upon placement of electrical equipment or containers into temporary storage.

5. The Contractor will store only items which are either non-leaking or are in a non-leaking container.

6. The Contractor will not store electrical equipment in the yard which is not potentially contaminated by PCB's. He will turn all such non-contaminated items directly into Defense Reutilization and Marketing Officer (DRMO).

7. Immediately upon removal from service, the Contractor will write the date removed from service on the item using a high visibility waterproof marker or stencil. Should the condition of the item preclude the above, he may use a tag affixed by a wire to the item and inscribed using the marker described above.

8. The contractor will store electrical equipment no longer than thirty days from the date of removal from service.

9. Upon receipt of analytical results, the Contractor will immediately do one of the following:

(a) If the results indicate a concentration over 500 PPM, he will mark the item with a PCB mark as specified in 40 CFR 761.40 and 45 subpart C.

(b) If the results are less than 500 PPM he will write the concentration on the container or equipment using the method described in paragraph 7 above.

10. The Contractor will segregate all items by PCB concentration range as follows:

* less than 50 ppm
* greater than 50 but less than 500 ppm
* greater than 500 ppm

11. With the exception of pad mount transformers, the Contractor will store all items on pallets.

12. Excepting pad mount transformers, the Contract will store one transformer to a pallet, and no more than 12 capacitors to one pallet. The capacitors shall be banded to the pallet with the nameplates visible.

13. The Contractor will store pad mount transformers on the ground in a location within the yard which allows 360 degree inspection of the exterior.

14. The Contractor will store all items within The yard in such a manner as to allow 360 degree inspection.

15. The Contractor will lock the gate to the temporary storage yard when it is not under immediate use.

16. Sealed capacitors that are not marked "Non PCB" will have to be presumed greater than 500 PPM contaminated PCB. PCB capacitors shall be marked as specified in 40 CFR 761.40 AND 45 Subpart C.

IV. INSPECTION AND LOG:

1. All items stored in the yard are to be inspected for leakage at least one per week, and a log of such inspections is to be maintained by the Contractor subject to review by the state of federal regulatory agencies of AMSMI-RA-EQ.

2. Any leaking or weeping items discovered are to be immediately over-packed and properly marked by the Contractor as described above.

3. The Contractor will also maintain a log which keeps track of all PCB handling/ disposition. At a minimum it will include the following:

(a) Description of item (i.e. transformer, capacitor, spill cleanup).

(b) Location dismounted from (i.e. building number).

(c) Items manufacturer name; serial number, size (kva, kvar, amps, etc.); voltage (kv).

(d) Data taken out of service.

(e) Data turned into DRMO.

(f) Concentration of PCBs.

(g) PCB weight (in kilograms) for each item

(h) Brief comment (where appropriate) - i.e. spill cleanup debris.

4. The Contractor will keep the log described above in a table format. He will make it available for review by the COR at any reasonable time.

V. TURN-IN OF EQUIPMENT TO DEFENSE DEPARTMENT:

1. The Contractor will prepare all paperwork for the turn-in of all PCB and non-PCB items to Defense Reutilization and Marketing Service (DRMO).

2. The paperwork required will include the DD1348-1, 1282, and a standard Profile Sheet issued by DRMO.

VI. SAMPLING/ANALYSIS:

1. The Contractor will perform gas chromatography for all analyses of dielectric fluids as prescribed in SW 846 Test Method 8080. Unless additional verification is justified, the Contractor will perform one such test on all electrical equipment taken out of service which potentially contains PCB's.

2. The Contractor will perform both sampling and analysis using appropriate personnel from a qualified laboratory, and adhering to standard chain of custody procedures.

3. The Contractor will ensure that all analytical results are certified by an authorized representative of the laboratory.

VII. TRANSPORT OF ELECTRICAL EQUIPMENT.

1. Upon receipt of laboratory results, the Contractor is to take the following actions based on the results, within twenty four hours.

(a) If the results indicates a PCB free item, the Contractor is to contact DRMO directly and transport the item to a place designated by DRMO.

(b) If the results indicates that the item is a PCB item or a PCB contaminated item the Contractor will contact the DEH Environmental

Management Office (DRMO liaison) and he will transport the item to the hazardous waste storage area.

2. All turn-in documentation must be prepared prior to contacting the DRMO liaison.

VIII. REPORTS:

1. The Contractor is to prepare a report annually describing the Contractors turn-in activities of PCBs to DRMO for the past calendar year. It will be based on his records and log, described under paragraph 3 of Section IV above, in combination with the totals described below.

2. The Contractor will total separately the number of various PCB items (i.e. transformers, capacitors, spill debris) he has removed from service. He will also total the kilogram weight of each separate type of PCB item.

IX. SPILLS:

1. The Contractor is responsible for the clean up of all spillage and the over-packing of all electrical equipment as necessary which are related to the performance of this contract up to the time at which the Government receives
items.

2. The Contractor will provide all necessary over-pack containers for clean up tasks.

3. The Contractor will containerize and mark all free liquid as well as soil and debris contaminated with PCBs in accordance with 40 CFR 761.40-45 and 49 CFR 178.80.

4. In the event where the size of a leaking transformer precludes its being over-packed by the Contractor, he will drain the dielectric fluid immediately from the equipment and containerize it prior to transport and storage. The
Contractor will mark, transport, and store both the drained electric equipment and the containerized dielectric fluid. He will also clean up all spillage resulting from these operations.

5. The Contractor will immediately after clean up of spillage transport all items to the temporary storage yard.

6. The Contractor will ensure that clean up standards meet those required by 40 CFR 761.125 (c) including any sampling and analysis required. The Contract will perform sampling, analysis, and results reporting as indicated under paragraph VI above. The Contractor will submit the results to AMSMI-RA-EQ.

7. The Contractor will ensure that the storage yard remains in an equal or better condition at the termination of this contract than at its initiation.

X. REFERENCES:

(1) 40 CFR 260 - 264

(2) 40 CFR 761

(3) 40 CFR 100 - 177

1.57 BULLETIN BOARD

Immediately upon beginning of work under this contract, the Contractor shall provide at each job site as required in an individual Task Order a weatherproof glass-covered bulletin board for displaying the fair employment poster, wage rates, and safety bulletins and posters. Emergency telephone numbers and reporting instructions for ambulance, physician, hospital, fire and police shall be posted. The bulletin board shall be located in a conspicuous place easily accessible to all and legible copies of the aforementioned all shall be displayed until work under the contract is completed. No direct payment will be made for the bulletin board.

1.58 PRESERVATION OF HISTORICAL, ARCHEOLOGICAL AND CULTURAL RESOURCES

(1) If known historical, archeological and cultural resources exist within the Contractor's work area, they have been designated per the task order scope. The Contractor shall install protection for these resources as shown on the task order scope and shall be responsible for their preservation during the contract.

(2) If, during construction activities, the Contractor observes items that might have historical or archeological value, such observations shall be reported immediately to the Contracting Officer so that the appropriate authorities may be notified and a determination can be made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in the destruction of these resources and shall prevent his employees from trespassing on, removing, or otherwise damaging such resources.

1.59 INSURANCE

(1) Coverage complying with State laws governing insurance requirements, such as those requirements pertaining to Workman's Compensation and Occupational Disease Insurance. Employer's Liability Insurance shall be furnished in limits of not less than $100,000.00 except in states with exclusive or monopolistic funds.

(2) Comprehensive General Liability Insurance for bodily injury coverage shall be furnished in limits of not less than $500,000 per occurrence.

(3) Comprehensive Automobile Liability Insurance for both bodily injury and property damage, shall be furnished in limits of not less than $200,000.00 per person, $500,000.00 per accident for bodily injury, and $20,000.00 per accident for property damage. When the Financial Responsibility or Compulsory.

1.60 SCHEDULE OF AVAILABLE UTILITIES

In accordance with paragraph entitled availability and use of utility services, the Government will make available at no cost to the Contractor, electricity and water from existing distribution lines, outlets and

supplies. It shall be the Contractor's responsibility to install and maintain all necessary temporary connections and distribution lines for his own use. Any other required utilities shall be furnished by the Contractor.

1.61 CONTRACTOR MAINTENANCE

At the end of each working day the Contractor shall police the work area and the area immediately surrounding the work area of all work-related debris. The Contractor shall comply with all applicable safety requirements and shall conduct his operations in a manner to insure an accident-free environment. Contractor shall keep all grassed areas within his work area in a neatly trimmed state during the growing season. Stacked materials shall not be within 25 feet of an active roadway.

1.62 AESBESTOS MANAGEMENT

(1) THE CONTRACTOR IS WARNED THAT EXPOSURE TO AIRBORNE ASBESTOS HAS BEEN ASSOCIATED WITH FOUR DISEASES: LUNG CANCER, CERTAIN GASTROINTESTINAL CANCERS, PLEURAL OR PERITONEAL MESOTHELIOMA AND ASBESTOSIS. Studies indicate there are significantly increased health dangers to persons exposed to asbestos who smoke, and further, to family members and other persons who become indirectly exposed as a result of the worker bringing asbestos-contaminated work clothing home to be laundered or handled.

(2) The Contractor is advised that friable and/or non-friable asbestos-containing material may be in area(s) where contract work is to be performed. Friable asbestos-containing material means any material that contains more than 1 percent asbestos by weight and possesses the quality that it may be crumbled, pulverized or be reduced to powder by hand pressure. Non-friable asbestos-containing materials are materials in which asbestos materials are bound by a matrix material, saturant, impregnant or coating. Non-friable asbestos-containing materials do not release airborne asbestos fibers during routine handling and end use. However, excessive fiber concentrations may be produced during uncontrolled abrading, sanding, drilling, cutting, machining, removal, demolition or other similar activities of non-friable asbestos-containing materials.

(3) When contract work area(s) have materials that appear to contain asbestos and such materials directly impact upon the work to be performed, the Contractor shall immediately notify the Contracting Officer and request authority to conduct an asbestos sampling and analysis survey. The additional work associated with this requirement will be considered under the changed conditions clause of the contract. Upon the approval by the Contracting officer, the Contractor shall conduct an asbestos survey to identify such material(s). The survey shall be conducted by or under the direct supervision of an America Board of Industrial Hygiene (ABIH) Certified Industrial Hygienist and shall include as a minimum, bulk sampling to indicate percentage and type of asbestos found, exact location of sample(s), amount of age and type of asbestos found, exact location of sample(s), amount of asbestos (linear or square footage, as appropriate), accessibility, condition, friability and all other factors as described in the Environmental Protection Agency (EPA) document EP 560/5-85-024, June 1985, entitled "Guidance for Controlling Asbestos-Containing Materials in Building."

(4) If asbestos-containing materials are identified.

a. The Contractor shall utilize the services of an American Board of Industrial Hygiene, Certified Industrial Hygienist (CIH)(in comprehensive practice) to develop, implement, and enforce a written asbestos Abatement Plan to be followed during the maintenance, containment, encapsulation, isolation or removal and disposal of asbestos-containing materials in this project As a minimum, employee training, personal protective equipment and clothing, employee decontamination, air monitoring and sampling, medical examinations and fitness reports, sequencing of asbestos-related work and the interfacing with other trades involved in construction, pre-asbestos abatement, asbestos abatement, and post-asbestos abatement procedures, waste storage and disposal shall be addressed in the plan. This plan shall be submitted to the Contracting Officer for approval which must be granted prior to the start of work on each contaminated or assumed to be contaminated work site. Descriptions, drawings, and site layouts of work site isolation enclosures and negative air pressure systems locations, decontamination and temporary waste storage facilities and the boundaries of contaminated work areas shall also be provided for approval prior to the start of work as part of the Abatement Plan.

b. Care shall be taken to avoid releasing or causing to be released asbestos fibers into the atmosphere where they may be inhaled or ingested. The Occupational Safety and Health Administration (OSHA) has set standards in 29 CFR 1926.1101 for occupational exposure to airborne concentrations of asbestos fibers in the construction industry. These standards define permissible exposure limits, methods of compliance, personal protective equipment including clothing and respiratory protection, hygiene facilities and practices, establishment of regulated removal areas, employee information and training, exposure monitoring of airborne asbestos, signs and labels warning of asbestos hazards, housekeeping methods for fiber control and waste disposal, medical surveillance programs and recordkeeping of medical and exposure monitoring data. The Environmental Protection Agency (EPA) has established standards in 40 CFR 61.140-156 (SUBPARTM) for the control of asbestos emissions to the environment and the handling and disposal of asbestos waste. These standards define EPA notification that such removal is to take place. The required work practices and procedures include wetting, containment, container labeling, and disposal of removed materials in an approved sanitary landfill.

c. When contract work activities are carried out in location where the potential exists for exposure to airborne asbestos fibers as described in (b) or where asbestos waste may be generated, the Contractor shall ensure that all measures necessary to provide effective protection to persons from exposure to asbestos fibers and prevention of contamination to property, material, supplies, equipment and the internal and external environment are effectively instituted.

d. As a minimum the Contractor shall comply with the provisions of OSHA (29 CFR 1926.1101), EPA (40 CFR 61.140-156), DOT (CFR 172.101; 172.200-205; 173.1090), and any state or local regulations applicable to safety and health, emission control and transportation and disposal requirements for asbestos

1.63 LICENSE AGREEMENT TO PERMIT DISCLOSURE OF PROPRIETARY DATA

(The terms and conditions of the clause in FAR 52.227-7013). "RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE," in effect on the date of this contract are applicable to this contract as well as the rights set forth in the following agreement.)

(1) Agreement. The Contractor grants to the Government a license covering all or part of the Contractor's technical data and computer software delivered under this contract on the following terms and conditions:

(i) The Government has the right to disclose all or part of the Contractor's technical data and computer software delivered under this contract to other organizations designated by the Contracting Officer solely for the purpose of performance under a Government contract for modification, examination, or operation, including maintenance and service at the locations that Delivery Orders will be awarded.

(ii) The technical data and computer software covered by the license include computer software implemented in hardware form, i.e., so-called firmware, as well as conventional computer software.

(iii) The technical data and computer software covered by the license include technical data and computer software first produced under this contract as well as technical data and computer software developed at the Contractor's private expense. However, technical data and computer software furnished with unlimited rights are not subject to this license.

(iv) The cost of the license to the Government is the amount specified in the schedule which relates to that portion of the technical data and computer software.

(2) The license shall become effective 10 days after receipt by the Contractor of written notification of contract award.

(6) Nothing contained in this agreement shall constitute, nor shall the Contractor be required to include in any license granted, any commitment which may be construed as a warranty or representation as to the scope or validity of
any contractor patent or that anything made or sold by the Government or licensee will be free from infringement of patents held by third parties.

(4) The provisions of this agreement shall be incorporated in all subcontracts including purchase orders associated with this contract unless the subcontract or purchase order is for a supply or service which the subcontractor
or vendor sells or leases to the public or industry in the general course of its business without any restrictions on use attached thereto.

(5) The term "organization" for the purpose of this agreement is defined as any Governmental, nonprofit or business entity, including but not limited to corporations, partnerships, individuals, state and local governments and educational and nonprofit institutions.

(6) In the case of technical data and computer software utilized in the monitoring and/or controlling installed equipment (i.e. fixtures) on Government-owned or leased facilities, use of the technical data and

computer software under the license shall be geographically restricted to use at the project site.

1.64 EQUIPMENT LAYOUT DRAWINGS

The Contractor shall submit "layout drawings" in plan and necessary elevation, of all mechanical, electrical, heating, and ventilating equipment space(s) showing the proposed equipment, ductwork, piping, conduits, etc., with clearances, for approval of the Contracting Officer, whether or not such layout drawings are specified under the various technical sections of the specifications. In spaces having more than one type of equipment, the layout drawings shall indicate the composite arrangement of all types of equipment and all associated work with all clearances. The layouts of equipment and associated work shall provide adequate and acceptable clearances for entry, servicing, and maintenance. The submittal and approval of equipment layout drawings shall conform to the requirements as herein before specified for shop drawings. Should the Contractor propose to furnish any equipment or standard products requiring allocations of space, or electrical, mechanical, or piping connections thereto, or supports different from those shown or indicated on the plans or in the specifications, he shall prepare and submit full detail drawings to the Contracting Officer for approval showing all changes. The approved detailed drawings shall become a part of the contract and any changes in the construction resulting from the revisions in the details and dimensions on the drawings which are required by the substitution of alternate equipment and/or products shall be made at the expense of the Contractor.

1.65 CONTRACTOR PAYMENT REQUEST

A copy of CESAM Form 1151 entitled PROMPT PAYMENT CERTIFICATION AND SUPPORTING DATA FOR CONTRACTOR PROGRESS PAYMENT INVOICE will be used in conjunction with the CONTRACT CLAUSE entitled PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS. The Contracting Officer will provide copies of the form to the Contractor upon request. The Contractor shall complete the form, sign the certification and submit it with each progress payment invoice.

1.66 COMPUTER GENERATED FORMS

(1) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition on Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(2) Unless prohibited by agency regulations, any data required to be submitted on any agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(3) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

1.68 NOT USED

1.69 NOT USED

1.70 NOT USED

1.71 OPTION TO EXTEND THE TERM OF THE CONTRACT

(1) The Government may extend the term of this contract by a unilateral modification to the contract provided that the Contracting Officer shall have exercised the option before the contract is to expire.

(2) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) months.

1.74 SEQUENCE OF CONSTRUCTION (FAST TRACK CONSTRUCTION OF TASK ORDERS WHICH INCLUDE DESIGN-BUILD SERVICES)

(1) This is applicable when a Task Order SCOPE OF WORK includes "Design-Build services" with "Fast Track" sequencing of design and construction allowed. After receipt of the Task Order Notice to Proceed (NIP) the Contractor shall initiate design, comply with all design submission and shop drawing submission requirements as covered under Sections 01012L "DESIGN AFTER AWARD:" and 01331L "SUBMITTAL PROCEDURES FOR DESIGN/BUILD", and obtain Government review of each submission. The Contractor may begin construction on portions of the work for which the Government has reviewed the final design submission and has determined satisfactory for purposes of beginning construction. The COR will notify the Contractor when the design is cleared for construction. The Government will not grant any time extension for any design re-submittal required when, in the opinion of the COR, the initial submission failed to meet the minimum quality requirements as set forth in the Contract.

(2) If the Government allows the Contractor to proceed with limited construction based on pending minor revisions to the reviewed Final Design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted and are satisfactory to the Government.

(3) No payment will be made for any in place construction until all required Submittals have been made, reviewed and are satisfactory to the Government.

1.75 SEQUENCE OF DESIGN/CONSTRUCTION (FOR TASK ORDERS WITH DESIGN-BUILD SERVICES, WHEN FAST TRACK CONSTRUCTION IS NOT AUTHORIZED)

(1) This is applicable when a Task Order includes Design-Build services when "Fast Track" sequencing of design and construction is NOT allowed. After receipt of the Contract Notice to Proceed (NIP) the Contractor shall initiate design, comply with all design submission and material submission requirements as covered under Section 01012 "DESIGN AFTER AWARD" and Section 01330 "SUBMITTAL REQUIREMENTS", and obtain Government review of each

submission. No construction may be started, unless a specific exception is specified in the Task Order, until the Government reviews the Final Design submission and determines it satisfactory for purposes of beginning construction. The COR will notify the Contractor when the design is cleared for construction. The Government will not grant any time extension for any design re-submittal required when, in the opinion of the COR, the initial submission failed to meet the minimum quality requirements as set forth in the Contract.

(2) If the Government allows the Contractor to proceed with limited construction based on pending minor revisions to the reviewed Final Design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted and are satisfactory to the Government.

(3) No payment will be made for any in-place construction until all required Submittals have been made, reviewed and are satisfactory to the Government.

1.76 PROTECTION OF MATERIAL AND WORK

The Contractor shall at all times protect and preserve all materials, supplies and equipment of every description (including property which may be Government-furnished or owned) and all work performed. A11 reasonable requests of the COR to enclose or specially protect such property shall be complied with. If, as determined by the COR, material, equipment, supplies and work performed are not adequately protected by the Contractor such property may be protected by the Government and the cost thereof may be charged to the Contractor or deducted from any payments due him.

1.77 RECOMMENDED INSURANCE COVERAGE

The Contractor's attention is invited to Clauses: "RESPONSIBILITY OF THE CONTRACTOR" and "WARRANTY OF CONSTRUCTION". These Clauses vest in the Contractor complete responsibility for the professional quality, technical accuracy and coordination of all designs, drawings, specifications and other work or materials furnished by his in-house or consultant forces, and requires that the Contractor correct or revise any errors or deficiencies in his work, notwithstanding any review, approval, acceptance or payment by the Government. The Contractor shall correct or change any work resulting from his defective design at no additional cost to the Government. The clauses further stipulate that the Contractor shall be liable to the Government for damages to the Government caused by negligent performance of his designers. Though not a mandatory requirement, this is to recommend that the Contractor investigate and obtain appropriate insurance coverage for such liability protection.

1.78 ADDITIONAL REQUIREMENTS FOR WARRANTIES

In addition to the Requirements expressed in Clause: WARRANTY OF CONSTRUCTION and any other requirement included in a specific Task Order, the following requirements apply:

(1) The Contractor shall provide manufacturer's standard warranties for all heating, ventilating and air conditioning equipment and other major installed equipment furnished and installed in a Task Order.

(2) The Contractor shall provide manufacturer's standard warranty for entire new or replacement roofing system, unless otherwise noted in a Task Order or herein.

(3) An authorized representative of the roofing manufacturer shall perform a pre-acceptance visit for each new or replacement roof and shall provide an acceptance letter to the Government as part of the warranty. The warranty shall provide that if, within the warranty period, the system becomes non-watertight, develops splits, tears or separations, due to defective materials or workmanship, the repair or replacement of the defective materials or corrections of defective workmanship shall be the responsibility of the roofing manufacturer.

(4) If the manufacturer or his approved applicator fail to perform repairs within 72 hours of notification, emergency repairs by others will not void the warranty. The manufacturer and/or Contractor will be liable for the cost of such emergency repairs.

1.79 TRAINING

When provided for in a Task Order, the Contractor shall provide operational and maintenance training for all systems furnished under this contract. The training will be for the operating and maintenance personnel. The training shall be put on by the system manufacturer. The training shall not take place until the operation and maintenance manuals are submitted and approved. The Contractor shall video tape the training session on VHS tapes and provide the tapes to the Government.

1.80 AS-BUILT DRAWINGS

1.80.1 Tracking As-Built Conditions

During the progress of the job, the Contractor shall keep a careful record at the jobsite of all as-built conditions which differ from the contract drawings. The Contractor shall enter such as-built conditions on as-built drawings promptly but in no case later than on a weekly basis. If the Contractor fails to maintain the as-built drawings as required herein, the Contracting Officer will deduct from the monthly progress payment, an amount representing the estimated monthly cost of maintaining the as-built drawings. Final payment with respect to Task Orders will be withheld until proper as-built drawings have been furnished to and accepted by the Contracting Officer.

1.80.2 Maintenance of As-Built Drawings

All as-built conditions which differ from the contract drawings, will be maintained in red on a master set of contract drawings suitable for reproducing. The Contractor shall provide to the Government this master set of as-built drawings six (6) weeks prior to occupancy of the facilities by the Government. This document will be used by the Government for update of project CADD files in order to facilitate transfer of complete as-built files immediately upon occupancy by the Government. The Contractor shall retain a copy of the master, in order to continue to record any revisions which occur after submission of the master copy. Marked-up drawings shall show all as-built conditions made up to the time of the as-built submittal and shall reflect any changes, alterations

adjustments or modifications resulting from approved shop drawings. An additional as-built submittal will be necessary if additional revisions occur subsequent to the first as-built submittal. All additional revisions will be shown in a different color and will be submitted to the Government as soon as final as-built conditions are known.

1.80.3 As-Built Conditions Which Are Different From The Contract Drawings

All as-built conditions which are different from the contract drawings shall be accurately reflected on each drawing. The as-built condition may be reflected by redrawing on every sheet which is impacted or by redrawing on one sheet and referring to that redrawn sheet on all other sheets that are impacted. If the as-built condition is accurately reflected on a shop drawing, then a copy of that shop drawing may be attached to the contract drawing with the corrections noted on that shop drawing with references to all other contract drawings where the as-built condition occurs. If the as-built condition is accurately reflected in a contract modification, then a copy of the modification sketch shall be attached to the contract drawing with the corrections noted on that sketch with references to all other contract drawings where the as-built condition occurs.

1.80.4 Additional As-Built Information That Exceeds The Detail Shown On The Contract Drawings

These as-built conditions include those that reflect structural details, foundation layouts, equipment, sizes, mechanical room layouts and other extensions of design, that were not shown in the original contract documents because the exact details were not known until after the time of approved shop drawings. It is recognized that these shop drawing submittals (revised showing as-built conditions) will serve as the as-built record without actual incorporation into the contract drawings. All such shop drawing submittals must include, along with the hard copy of the drawings, CADD files of the shop drawings in Microstation format and scanned in a raster format as requested by Operations Division. All shop drawings which require submittal of CADD files are indicated in the submittal register located at the end of this section.

1.80.5 Underground Utilities

The as-built drawings shall indicate, in addition to all changes and corrections, the actual location, kinds and sizes of all sub-surface utility lines. In order that the location of these lines and appurtenances may be determined in the event the surface openings or indicators become covered over or obscured, the as-built drawings shall show, by offset dimensions to two permanently fixed surface features, the end of each run including each change in direction. Valves, splice boxes and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average depth below the surface of each run shall also be recorded.

1.80.6 Borrow Areas

There will be no borrow areas available for the Task Order unless otherwise stated in the Task Order SCOPE OF WORK.>

1.80.7 Fire Protection Systems

IF FIRE PROTECTION AND FIRE DETECTION RELATED SYSTEMS ARE INCLUDED IN THIS PROJECT, THE AS-BUILT DRAWINGS WILL INCLUDE DETAILED INFORMATION FOR ALL ASPECTS OF THE SYSTEMS INCLUDING WIRING, PIPING, AND EQUIPMENT DRAWINGS.

1.81 SYSTEM OPERATING MANUALS AND EQUIPMENT OPERATING, MAINTENANCE, AND REPAIR MANUALS

The Contractor shall provide operating and maintenance manuals for all equipment and systems provided under this contract. The preparation of the manuals shall be a continuous process. The schedules shall indicate the preparation of the manuals shall be indicated in the Network Analysis System.

(1) The manuals shall be submitted for approval within ninety (90) days after approval of the submittal for the items proposed for procurement unless stated otherwise in the technical specifications. Each manual shall include the following:

a. Hard Cover Binders. The manuals shall be bound in a 3-ring binder with a hard cover. The following identification shall be inscribed on the cover: the words "SYSTEM OPERATING MANUALS or EQUIPMENT OPERATING, MAINTENANCE, AND REPAIR MANUAL" (as applicable) and the building name and number, location, and indication of utility or system covered. Manuals shall be capable of accommodating standard 8 1/2 by 11 inches sheets with large sheets folded in and capable of being easily pulled out for reference.

b. Warning Page. A warning page shall be provided to warn of potential dangers (if they exist), such as high voltage, toxic chemicals, flammable liquids, explosive materials, carcinogens, or high pressures. The warning page shall be placed inside the front cover, in front of the title page.

c. Title Page. The title page shall show the name, address and phone number of the Contractor, the contract number and the date of publication.

d. Table of Contents. Provide in accordance with standard commercial practice.

(2) General: Manuals shall include, in separate sections, the following information for each item of equipment and system:

a. Performance sheets and graphs showing capacity data, efficiencies, electrical characteristics, pressure drops, and flow rates. Marked-up catalogs or catalog pages do not satisfy this requirement. Performance information shall be presented as concisely as possible and contain only data pertaining to equipment actually installed.

b. Catalog cuts showing application information.

c. Installation information showing minimum acceptable requirements.

d. Operation and maintenance requirements. Include adequate illustrative material to identify and locate operating controls, indicating devices and locations of areas or items requiring maintenance.

(i) Describe, in detail, starting and stopping procedures for components, adjustments required to obtain optimum equipment performance, and corrective actions for malfunctions.

(ii) Maintenance instructions describing the nature and frequency of routine maintenance and procedures to be followed. Indicate any special tools, materials, and test equipment that may be required.

e. Repair information including diagrams and schematics, guidance for diagnosing problems, and detailed instructions for making repairs. Provide troubleshooting information that includes a statement of the indication or symptom of trouble and the sequential instructions necessary. Include test hookups to determine the cause, special tools and test equipment, and methods for returning the equipment to operating conditions. Information may be in chart
form or in tabular format with appropriate headings.

f. Parts list and names and addresses of the two closest parts supply agencies.

g. Names and addresses of the local manufacturers representatives and the parent company.

(3) Data to be provided for each equipment item. The Operation and Maintenance (O&M) data to be submitted for each item of equipment shall include but not be limited to the items listed below. Separate sets of O&M data will not be required for identical pieces of equipment installed within a single major system.

a. Equipment description shall include item name, model number, serial number, equipment price (FOB mfgr), electrical and/or mechanical characteristics, manufacturer's name and address, order number and all other data found on the equipment data/nameplates.

b. Component and assembly drawing/master parts list shall contain exposed views and/or master parts lists clearly identifying all parts and sub-assemblies by manufacturer's part number. Master part lists shall also include price for each part (FOB mfgr).

c. Control diagrams and sequences of operations shall include operating instruction (including normal start-up, normal shut-down and emergency shut-down as applicable).

d. Performance characteristics shall include performance curves for full range of operation.

e. Installation instruction shall include adjustment and alignment procedures, checkout procedures and test procedures.

f. Preventive maintenance procedures shall include inspection, cleaning, adjustment, service and lubrication instructions. A schedule shall be furnished for each piece of equipment listing manufacturer's recommended maintenance routine of specific tasks to be performed at specific intervals

such as daily, weekly, monthly, quarterly or based on the number of operating hours. Preventive maintenance schedule shall take into account operating conditions at the particular installation.

g. Corrective maintenance procedures shall include overhaul and calibration.

h. Special Items: List of special tools, special test equipment, hazards and safety precautions shall be provided. Special items lists shall include price for each item (FOB Mfgr). Whenever special tools and equipment are required to be provided by the Technical Provisions or are normally provided by the manufacturer with the equipment the Contractor shall annotate them on the lists. Items listed shall be turned over to the COR.

i. Recommended spare parts list shall contain the manufacturer's recommendation for one-year spare parts stock level. Price, lead time and shelf time for each individual part shall be furnished.

j. Authorized parts suppliers shall include names, addresses, telephone and telex numbers of authorized parts suppliers of the equipment.

(4) System Operating Manuals. Provide four (4) bound copies of the SYSTEM OPERATING MANUALS for each utility system listed in paragraph (e) below. Write Manuals so that they can be understood by a graduate of both high school and service school with some practical experience. Provide a separate manual for each system as defined in paragraph (e) below. Generally, all manuals shall include the following information.

a. A general description of each system to show the type of system installed, its design or specified capacity and performance capabilities, special or unusual features, and relationship to other systems.

b. A statement of the design intent to include design factors and assumptions.

c. Operating instructions describing, in detail, system starting and stopping procedures, instrumentation, and adjustments necessary to obtain optimum system performance. The location of test connections and the values
expected at these points shall be included, preferably in illustrated form. Data shall include a list of the additional equipment required to accomplish the verification such as temperature, vacuum, pressure, hydraulic, or pneumatic
gages; voltmeters; ammeters; frequency meters; or signal generators. The listing shall show methods of use or application, range of scales, and specific minimum tolerances or percentage of accuracy.

d. Emergency operating instructions to include emergency procedures for equipment malfunctions to permit a short period of continued operation or to shut down equipment, if required, to prevent further damage. Include emergency shutdown instructions for fire, explosion, spills, or other contingencies. Provide guidance in emergency operations of all utility systems, including the locations and portions of systems controlled.

e, Single line floor plans, to show location of equipment and configuration of systems. Floor plans shall be accomplished so that

structural features are subdued compared to utility features. Floor plans shall be included in the manual, not as a separate package.

(5) Separate System Manuals shall be provided for each system as defined hereinafter.

a. Facility Heating Systems. Information shall be provided on the following equipment: water treatment, chemical feed pumps and tanks, converters, heat exchangers, pumps, unit heaters, fin-tube radiation, air handling units (both beating only and heating and cooling), and valves (associated with heating systems).

b. Air Conditioning Systems. Provide information on chillers, packaged air-conditioning equipment, towers, water treatment, chemical feed pumps and tanks, air-cooled condensers, pumps, compressors, air handling units, and valves (associated with air-conditioning systems).

c. Temperature Control and HVAC Distribution Systems.

(i) Provide the information described for the following equipment: valves, fans, air handling units, pumps, converters and heat exchangers, chillers, water cooled condensers, air-cooled condensers, cooling towers, fin-tube radiation and radiant heating systems.

(i) Provide all information described for the following equipment: control air compressors, control components (sensors, controllers, adapters and actuators), and water and air flow measuring equipment.

d. Central Heating Plants. Provide the information described for the following equipment: converters, heat exchangers, pumps, fans, steam traps, chemical feed equipment, control systems, tanks (flash, expansion, return water, etc.), and valves.

e. District Heating Distribution Systems. Provide the information described for the following equipment: valves, fans, pumps, converters and heat exchangers, steam traps, tanks (expansion, flash, etc.), and piping systems.

f. Exterior Electrical Systems. Information shall be provided on the following equipment: power transformers, relays, reclosers, breakers, regulators and meters.

g. Interior Electrical Systems. Information shall be provided on the following equipment: relays, motor control centers, switchgear, solid state circuit breakers, motor controller, regulators, converters, filters, meters and lighting systems.

(i) Wiring diagrams and troubleshooting flow chart on control systems.

(ii) Special grounding systems.

h. Fire Protection Systems. Information shall be provided on the following equipment: alarm valves, manual valves, regulators, foam and gas storage tanks, piping materials, sprinkler heads, nozzles, pumps, and pump drivers.

i. Fire Detection Systems. The maintenance manual shall include description of maintenance for all detectors, control panels, batteries, transmitters, audible and visual alarm signaling devices and any other auxiliary detection or alarm equipment associated with fire detection and alarm system. The manual shall include inspection, test, periodic maintenance, fault diagnosis, and repair or replacement of defective components. Manual shall cover software required to run the control computer.

j. Plumbing Systems. Information shall be provided on the following equipment: water heaters, valves, pressure regulators, backflow preventors, piping materials, and plumbing fixtures and trim.

k. Cathodic Protection Systems. Information shall be provided on the following material and equipment: anodes, anode backfill, anode 1ead wire, insulation material and wire size, automatic controls (if any), rheostats, switches, fuses and circuit breakers, type and size of rectifying elements, type of oil in oil-immersed rectifiers, and rating of shunts.

l. Miscellaneous Systems. Information shall be provided on the following: communication and ADP systems, security and intrusion alarm, public address system, elevators, motorized doors, kitchen equipment, photovoltaic, uninterruptible power supply and other similar type special items not otherwise specified.

(6) Payment for the equipment or system will be limited to 80% of the cost of the equipment or system and installation until the operating and maintenance manuals are received and approved.

1.82 WORK BY THE GOVERNMENT

The Government reserves the right to perform or to issue other contracts for the same type or similar work as contracted for herein, as the Government deems necessary or desirable, and to do so will not breach or otherwise violate this contract.

1.83 CONSTRUCTION SITE MAINTENANCE

(1) The Government will designate approved sites for the Contractor's staging area for each Task Order. Supplies and equipment approved for storage on project sites shall be stored so as to preclude theft or damage. Maintain the site and the staging area in a neat and orderly manner. Sites shall be clear of trash and debris at the end of each working day.

(2) The Contractor shall perform normal housekeeping functions inside and outside his working areas as outlined in Installation Regulations and as directed by the COR. Such functions include mowing, raking, edging trimming, pruning, sweeping (and mopping, dusting, etc.) area within facilities adjacent to on-going Government operations within the facility, trash and garbage disposal, etc., in order to maintain a neat appearance at all times.

(3) The Contractor shall dispose of all construction debris in accordance with terms of the Task Order.

1.84 TOILET FACILITIES

The Contractor may use toilet facilities within existing facilities, when a Task Order is for work within the facility, unless otherwise provided for in the Task Order.

1.85 ENCOUNTERING HAZARDOUS MATERIALS

(1) The Contractor shall bring to the COR's attention any previously unknown material suspected of being hazardous, encountered during execution of the Task Order work. The COR will determine whether the Contractor shall perform tests to determine if the material is hazardous.

(2) The COR may determine that a test outside the scope is required to be performed by the Contractor, not otherwise required by the Task Order. If the material is found to be hazardous and if the COR determines that Contractor shall take additional measures to remove or abate the materials, not otherwise required by the Task Order; then the COR shall request that the Contracting officer issue a modification pursuant to the Contract Clause: CHANGES, subject to an equitable adjustment under the provisions of the Clause.

1.86 POST AWARD AND PREWORK CONFERENCES

(1) The Contractor's key project management personnel shall be required to attend a Post Award conference at Louisville District Office, to be conducted by the COR to review standard contract administration procedures, local installation standard procedures regarding safety, security, local permits, etc.

(2) Particular Task Orders may involve the need for Task Order specific prework Conferences, ion addition to standard joint meetings between the COR and the contractor as necessary to review weekly progress, Contractor Quality Control meeting, etc.

1.87 DESIGN CONFERENCES

(1) Pre-Work: As part of the Pre-work conference conducted after contract award, key representatives of the Government and the Contractor will review the design submission and review procedures specified herein, discuss the preliminary design schedule and provisions for phase completion of the D/B documents with construction activities (fast tracking), as appropriate, meet with Corps of Engineers Design Review personnel and key Using Agency points of contact and any other appropriate pre-design discussion items.

(2) Design Charette: After award of the contract, the Contractor shall visit the site and conduct extensive interviews, and problem solving discussions with the individual users, base personnel, Corps of Engineers personnel to acquire all necessary site information, review user operations, and discuss user needs. The Contractor shall document all discussions. The design shall be finalized as direct result of these meetings.

(3) Design Review Conferences: Review conferences will be held on base for each design for each submittal. The Contractor shall bring the personnel that developed the design submittal to the review conference. The conferences will take place the week after the review is complete.

1.88 BONDING COVERAGE

Initial and on-going bonding requirements shall be sufficient to cover the initial minimum and the total amount of uncompleted Task Orders issued. Additional Bonding shall be added during contract performance, should the value of undelivered work outstanding on the contract exceed the current performance and payment bonding level.

1.90 NOT USED

1.91 HAZARD ANALYSIS PLAN

A hazard analysis plan, as described in Section, 1 Article 01.A.05 of the Corps of Engineers Safety and health Requirements Manual, EM 385-1-1, latest date, is required for each task order.

1.92 NOT USED

1.93 NOT USED

1.94 UTILITY INTERRUPTIONS

1.94.1 Alterations to Utilities

Where changes and relocations of utility lines are noted to be performed by others, the Contractor shall give the Contracting Officer at least thirty (30) days written notice in advance of the time that the change or relocation is required. In the event that, after the expiration of thirty (30) days after the receipt of such notice by the Contracting Officer, such utility lines have not been changed or relocated and delay is occasioned to the completion of the work under contract, the Contractor will be entitled to a time extension equal to the period of time lost by the Contractor after the expiration of said thirty (30) day period. Any modification to existing or relocated lines required as a result of the Contractor's method of operation shall be made wholly at the Contractor's expense and no additional time will be allowed for delays incurred by such modifications.

1.94.2 Interruptions of Utilities

(1) No utility services shall be interrupted by the Contractor to make connections, to relocate, or for any purpose without approval of the Contracting Officer.

(2) Request for Permission to shut down services shall be submitted in writing to the Contracting Officer not less than seventeen (15) days before date of proposed interruption. The request shall give the following information:

(a) Nature of Utility (Gas, L.P. or H.P., Water, etc.)

(b) Size of line and location of shutoff;

(c) Buildings and services affected.

(d) Hours and date of shutoff.

(e) Estimated length of time services will be interrupted.

(3) Services shall not be shutoff until receipt of approval of the proposed hours and date from the Contracting Officer.

(4) Shutoffs which will cause interruption of Government work operations as determined by the Contracting Officer shall be accomplished during regular non-work hours or on non-work days of the Using Agency without any additional cost to the Government.

(5) Operation of valves on water mains will be by Government personnel. Where shutoff of water lines interrupts service to fire hydrants or fire sprinkler systems, the Contractor shall arrange his operations and have sufficient material and personnel available to complete the work without undue delay or to restore service without delay in event of emergency.

(6) Flow in gas mains which have been shut off shall not be restored until the Government inspector has determined that all items serviced by the gas line have been shut off.

1.96 SCAFFOLDING

1.96.1 The following requirements supplement EM 385-1-1. In the event of a conflict between these requirements and
EM 385-1-1, the more strict requirement shall take precedence.

1.96.2 All scaffold systems shall be erected, inspected and disassembled under the direction of a competent person. The competent person must be present and on site during these operations. The qualifications and training of the competent person and the crew performing the work shall be submitted to the Contracting Officer and accepted prior to commencement of the work. All scaffold systems must be inspected daily and certified as usable prior to use each days use by the competent person. Scaffolds shall also be inspected and certified by the competent person upon completion of any changes to the scaffolding system i.e. adding or removing a level or etc. The competent person must be present and on site during these changes to the scaffold system. The contractor shall develop a system that notifies all parties of the certification status. The use a red/green tag system denoting the serviceability is an acceptable certification system.

1.96.3 A scaffold erection plan shall be submitted for all scaffold systems regardless of type scaffold to be used. This plan shall include erection and dismantling operations and all manufacture's details of the system and shall demonstrate compliance with EM 385-1-1. The plan shall be accepted by the Contracting Officer prior to the erection of the scaffold. This plan shall be reviewed at the preparatory and initial meetings with all parties involved in the scaffolding operation and use thereof. In the event others crafts will be using the scaffolding system, they shall also be briefed on the proper use of the system.

1.96.4 Every level of conventional and masonry type scaffolding systems shall be fully planked and include handrails
and toe boards. The contractor is advised that he must analyze the added weight of this requirement on the capacity

of the scaffold system and adjust his operations accordingly. All personnel erecting and dismantling scaffolds
must be protected by a personal fall protection system.

1.96.5 Access to any type scaffold system above 6 (six) feet shall be by stair tower.

-- End of Document --

The following items are applicable to this modification:

Section 00800, paragraph 1.8, is deleted and replaced with the following:

1.8 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984) FAR 52.236-1

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty **(20%)** of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

The following Specifications Sections are added to and made a part of the solicitation:

Section 01000L, Description/Specifications/Work Statement
Section 01010L, Outline of the Task Order Process
Section 01012L, Design Required for Task Orders
Section 01021L, Design Submission Requirements for a Design/Build Task Order
Section 1312L, Quality Control System (QCS-RMS)
Section 01320L, Project Schedule
Section 01330L, Submittal Procedures
Section 01331L, Submittal Procedures for Design/Build
Section 01351L, Safety, Health, and Emergency Response (HTRW/UST)
Section 01355L, Environmental Protection
Section 01356L, Storm Water Pollution Prevention Measures
Section 01420L, Sources for Metric Products
Section 01451L, Contractor Quality Control
Section 01453L, Contractor Quality Control for Design/Build
Section 01460L, Commissioning of HVAC Systems
Section 01525L, Safety and Occupational Health Requirements
Section 01800L, Equipment Operating, Maintenance, and Repair Manuals

SECTION 01000L

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

PART 1 GENERAL

1.1 SCOPE OF WORK

1.1.1 The scope of this contract will include Design/Build Construction, Conventional Construction, and Service Type Projects primarily associated with the Civil Works Programs, and other programs within Louisville District Corps of Engineers. Project Design will be a small portion of the contract.

1.1.2 The work can consist of but not be limited to: building demolition; debris removal; structural repairs; renovations; sitework; utility replacements; pavement replacement; channel improvements; landscaping; geotechnical, surveying and mapping services; instrumentation; architectural; furniture (restricted to UNICOR unless a waiver is issued); food service; security and fencing; and lead paint, PCB, HTRW, and asbestos abatement. Project design will be a small portion of the contract. All designs shall be done by registered professionals. The work can also consist of emergency response to natural and national disasters; including floods, tornados, and hurricanes. Typical efforts: debris removal and disposal; structure demolition; temporary housing; stream channel clean-up; temporary and/or permanent repairs to roads, bridges, and other structures; and/or other disaster related needs responded to by the Corp of Engineers.

1.1.3 The contract will consist of a one year base period and four 1-year option periods, for a total of five years.

1.1.4 Minimum guarantee is $120,000.00 for base year and $60,000.00 for each option year. There is no individual Task Order limit but Task Orders are estimated to range from $100,000.00 to $1,500,000.00.

1.1.5 Each Task Order issued against this contract will either be a Design/ Build Construction, Conventional Construction, or Service Type with the applicable wage rates applying.

1.2 WORK TO BE DONE

1.2.1 The Contractor shall furnish all plant, labor, materials, and equipment to perform all work in strict accordance with these specifications and technical criteria listed in the Task Orders. The Contractor may be required to meet compressed schedules to deal with emergency or urgent requirements. Facilities will be identified in each Task Order. Work will vary from site to site and will require extensive knowledge of the functional operation relating to the efficient use of the facility, equipment, and facility support systems, and building structures. Since the facilities may be in full operation, the Contractor shall be required to minimize interference with the daily operation of the facilities.

1.2.2 When site visits are made by the Contractor for the purpose of preparing a proposal, they are considered ordinary visits. Ordinary site

visits are considered a normal cost of doing business and no additional Task Orders or compensation will be made for them.

1.2.3 Reports, surveys, and written analysis of findings may be required and will be identified in the Task Order.

1.2.4 The Contractor shall be familiar with and work shall conform to codes governing the construction of facilities such as Federal, State, Local, Military, Civil Works, HUD, International Building Code (IBC) and NFPA Standards. The Contractor shall remain abreast of any changes in codes which impact these facilities.

1.2.5 Coordination

1.2.5.1 The Contractor shall be required to coordinate work with the Contracting Officer's Representative (COR).

1.2.5.2 The Contractor's Site Supervisor and the COR shall hold weekly coordination meetings for the duration of the work period.

1.3 ORGANIZATIONAL RESPONSIBILITIES

1.3.1 Responsibilities. The Contractor shall be responsible for fulfilling the requirements of all applicable parts of the specification indicated in the Task Order. The Contractor shall also be responsible for meeting the following requirements:

1.3.1.1 Administration. The Contractor shall establish a temporary project office and provide the location and points of contact to the COR, unless not required by an individual Task Order SCOPE OF WORK.

1.3.1.2 Reports and Correspondence. The Contractor shall be required to prepare reports and correspondence unless not required by an individual Task Order SCOPE OF WORK.

1.3.1.3 Security. The Contractor shall coordinate with the Installation Security Office to obtain an identification badge for each employee and vehicle unless not required by an individual Task Order SCOPE OF WORK. All Contractor employees must wear the badge in a visible location at all times while working in any facility.

1.3.2 Staffing

1.3.2.1 The manpower and staffing requirements for work will vary. Work requirements are set forth herein. The Contractor shall employ adequate manpower capabilities to perform the functions detailed in each Task Order.

1.3.2.2 Contractor's Representative. The Contractor shall execute the work under the direction of a Contractor's Program Manager who has been accepted by the COR. All work shall be accomplished with adequate internal controls and review procedures which will eliminate conflicts, errors, and omissions and ensure the technical accuracy of all output.

1.4 COMMON DATA SUBMITTALS AND MEETINGS WITH THEIR FREQUENCIES

The frequency of submittals is listed below.

TITLE OF DATA ITEM	FREQUENCY	REMARKS
Accident Prevention Plan & Safety & Health Plan (See Spec 01525L)	Corporate Plans (one time) Task Order Site Specific	30 days after contract award Supplemental Site Specific Plan 10 days after Task Order Issuance
Quality Control Program (See Spec 01451L, or 01453L for D/B Construction or conventional Construction)	Corporate Plan (One time) Task Order Site Specific	30 days after contract award Supplemental Site Specific Plan 10 days after Task Order issuance
Environmental Protection Plan (See Spec 01355L)	Corporate Plan (One time) Task Order Site Specific	30 days after contract award. Supplemental Site Specific Plan 10 days after Task Order issuance
Cost Proposal	as required for each Task Order	as required by the COR
Negotiations	as required for each Task Order	as required by the COR
Activity Hazard Analysis	as required for each Task Order	as required by Task Order
Pre-Construction Conference	as required for each Task Order	as required by each Task Order
Coordination Meeting	as required for each Task Order	as required by each Task Order
Design Analysis	Task Order specific	when required by the Task Order
Work Plan	Task Order specific	when required by the Task Order
Work Schedule	as required for each Task Order	as required by each Task Order
Network Analysis	Task Order specific	when required by the Task Order
Monthly Progress Report	as required for each Task Order (monthly)	monthly following the Task Order award
Test of New or Modified Systems	Task Order specific	when required by Task Order
Prepare O&M Manuals	Task Order speicific	when required by Task Order
Prepare Training Program	Task Order	when required by Task Order

specific

Equipment & Construction Warranties	Task Order specific	when required by Task Order
Prepare As-built Drawings	as required for each Task Order	as required by Task Order

PART 2 PRODUCTS NOT USED

PART 3 EXECUTION

3.1 GENERAL

3.1.1 The Contractor shall complete all work under this contract in accordance with schedules that are established in each Task Order. Work will vary from site to site and will require extensive knowledge of renovation projects.

3.1.2 Submittal dates will be included in the individual Task Order SCOPE OF WORK. These dates identify when information is due in the issuing Government office and other addresses identified in the individual Task Order SCOPE OF WORK. The types and numbers of submittals,dates and places for review meetings shall be established by each Task Order SCOPE OF WORK under this contract.

3.2 WORK TO BE PERFORMED

3.2.1 The Contractor shall, commencing upon issuance of a Task Order, supply all personnel, tools, equipment, transportation, materials, and supervision (except as otherwise noted or provided) to safely and efficiently perform the work. All tasks to be completed under this contract shall be performed in accordance with applicable provisions for the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1(latest edition); the Uniform Facilities Criteria (UFC) unless other criteria is provided by the COR. See Section 01021L DESIGN SUBMISSION REQUIREMENTS FOR A TASK ORDER which provides information on Design requirements.

3.3 QUALITY CONTROL

3.3.1 See Section 01451L CONTRACTOR QUALITY CONTROL which provides specific requirements for quality control for Conventional Construction.

3.3.2 See Section 01453L CONTRACTOR QUALITY CONTROL FOR DESIGN/BUILD which provides specific requirements for quality control for Design/ Build Construction.

3.3.3 See FAR 52.246-4 which provides specific requirements for Quality Control for Service type Contracts with a fixed fee cost.

3.4 ENVIRONMENTAL PROTECTION

3.4.1 The Contractor shall perform all work in such a manner as to minimize the pollution of air, water, or land and to control noise and dust within reasonable limits and in accordance with state and federal environmental regulations. The Contractor is responsible for identifying and obtaining all permits from Federal, State, Local, and installation agencies. See Section

01355A Environmental Protection which provides specific requirements for Environmental Protection.

3.4.2 The Contractor is responsible for knowledge of and compliance with all environmental laws, regulations, and programs of the installation, and Local, County, State and Federal agencies whose programs, policies, or laws may relate to the performance of this contract, or Task Order.

3.4.3 Penalty charges resulting from citations against Department of Defense, Department of the Army, or its agents, officers, or employees, due to the Contractor's failure to comply with environmental laws, regulations, and programs that relate to or may arise under the performance of this contract or Task Order may be deducted by the Government from any moneys due the Contractor. With respect to such citations, the Contractor shall further take any corrective or renovation actions as directed by such agencies.

3.4.4 Smoking Policy. Smoking is only permitted in Government designated areas, generally not within any building or in special hazard areas.

3.5 ASBESTOS AND/OR HTRW ABATEMENT (REMOVAL OR ENCAPSULATION).

(1) THE CONTRACTOR IS WARNED THAT EXPOSURE TO AIRBORNE ASBESTOS HAS BEEN ASSOCIATED WITH FOUR DISEASES: LUNG CANCER, CERTAIN GASTROINTESTINAL CANCERS, PLEURAL OR PERITONEAL MESOTHELIOMA AND ASBESTOSIS. Studies indicate there are significantly increased health dangers to persons exposed to asbestos who smoke, and further, to family members and other persons who become indirectly exposed as a result of the worker bringing asbestos-contaminated work clothing home to be laundered or handled.

(2) The Contractor is advised that friable and/or nonfriable asbestos-containing material may be in area(s) where contract work is to be performed. Friable asbestos-containing material means any material that contains more than 1 percent asbestos by weight and possesses the quality that it may be crumbled, pulverized or be reduced to powder by hand pressure. Nonfriable asbestos-containing materials are materials in which asbestos materials are bound by a matrix material, saturant, impregnant or coating. Nonfriable asbestos-containing materials do not release airborne asbestos fibers during routine handling and end use. However, excessive fiber concentrations may be produced during uncontrolled abrading, sanding, drilling, cutting, machining, removal, demolition or other similar activities of nonfriable asbestos-containing materials.

(3) When contract work area(s) have materials that appear to contain asbestos and such materials directly impact upon the work to be performed, the Contractor shall immediately notify the Contracting Officer and request authority to conduct an asbestos sampling and analysis survey. The additional work associated with this requirement will be considered under the changed conditions clause of the contract. Upon the approval by the Contracting officer, the Contractor shall conduct an asbestos survey to identify such material(s). The survey shall be conducted by or under the direct supervision of an America Board of Industrial Hygiene (ABIH) Certified Industrial Hygienist and shall include as a minimum, bulk sampling to indicate percentage and type of asbestos found, exact location of sample(s), amount of age and type of asbestos found, exact location of sample(s), amount of asbestos (linear or square footage, as appropriate), accessibility, condition, friability and all other factors as described in the Environmental Protection Agency (EPA) document EP 560/5-85-024, June

1985, entitled "Guidance for Controlling Asbestos-Containing Materials in Building."

(4) If asbestos-containing materials are identified.

a. The Contractor shall utilize the services of an American Board of Industrial Hygiene, Certified Industrial Hygienist (CIH)(in comprehensive practive) to develop, implement, and enforce a written asbestos Abatement Plan to be followed during the maintenance, containment, encapsulation, isolation or removal and disposal of asbestos-containing materials in this project As a minimum, employee training, personal protective equipment and clothing, employee decontamination, air monitoring and sampling, medical examinations and fitness reports, sequencing of asbestos-related work and the interfacing with other trades involved in construction, pre-asbestos abatement, asbestos abatement, and post-asbestos abatement procedures, waste storage and disposal shall be addressed in the plan. This plan shall be submitted to the Contracting Officer for approval which must be granted prior to the start of work on each contaminated or assumed to be contaminated work site. Descriptions, drawings, and site layouts of work site isolation enclosures and negative air pressure systems locations, decontamination and temporary waste storage facilities and the boundaries of contaminated work areas shall also be provided for approval prior to the start of work as part of the Abatement Plan.

b. Care shall be taken to avoid releasing or causing to be released asbestos fibers into the atmosphere where they may be inhaled or ingested. The Occupational Safety and Health Administration (OSHA) has set standards in 29 CFR 1926.1101 for occupational exposure to airborne concentrations of asbestos fibers in the construction industry. These standards define permissible exposure limits, methods of compliance, personal protective equipment including clothing and respiratory protection, hygiene facilities and practices, establishment of regulated removal areas, employee information and training, exposure monitoring of airborne asbestos, signs and labels warning of asbestos hazards, housekeeping methods for fiber control and waste disposal, medical surveillance programs and recordkeeping of medical and exposure monitoring data. The Environmental Protection Agency (EPA) has established standards in 40 CFR 61.140-156 (SUBPARTM) for the control of asbestos emissions to the environment and the handling and disposal of asbestos waste. These standards define EPA notification that such removal is to take place. The required work practices and procedures include wetting, containment, container labeling, and disposal of removed materials in an approved sanitary landfill.

c. When contract work activities are carried out in location where the potential exists for exposure to airborne asbestos fibers as described in (b) or where asbestos waste may be generated, the Contractor shall ensure that all measures necessary to provide effective protection to persons from exposure to asbestos fibers and prevention of contamination to property, material, supplies, equipment and the internal and external environment are effectively instituted.

d. As a minimum the Contractor shall comply with the provisions of OSHA (29 CFR 1926.1101), EPA (40 CFR 61.140-156), DOT (CFR 172.101; 172.200-205; 173.1090), and any state or local regulations applicable to safety and health, emission control and transportation and disposal requirements for asbestos. If HTRW is to be done, the technical specifications will be provided as part of the Task Order SCOPE OF WORK.

3.6 SITE SECURITY

3.6.1 The Contractor shall provide site security (fencing, lighting, or guard service) unless not required by each Task Order SCOPE OF WORK. However, at a minimum, the Contractor shall maintain the site and all other Contractor controlled areas in such a manner as to minimize the risk of theft, vandalism, injury, or accident. The Contractor shall comply with site security regulations.

3.6.2 Building Security

3.6.2.1 The Contractor shall be provided with access to all areas when required to perform the work. Keys provided to the Contractor shall not be removed from the premises of the facilities buildings, duplicated, or issued to any individual to be retained in his possession while not physically performing duties included in the Task Order. All lost keys shall be replaced at the Contractor's expense. In the event that a master key is lost by Contractor personnel, the Contractor shall, at the discretion of the COR, replace all keys and locks in that system. A keying scheme compatible with the remaining building lock system and an equal number of keys existing in the old system shall be provided at no additional cost to the Government.

3.6.2.2 Whenever areas are locked, Contractor employees shall not permit the use of keys in their possession by other persons for the purpose of gaining access to such locked rooms or areas; and, likewise, Contractor employees shall not open locked rooms or areas to permit entrance by persons other than the Contractor's employees in the fulfillment of their duties.

3.6.2.3 Upon the completion of their duties, Contractor personnel shall secure all utilities in unoccupied areas, unless otherwise coordinated with the COR. It shall be the responsibility of Contractor personnel observing open and/or unlocked windows in their respective work areas to close and secure such windows. Where difficulty is encountered in keeping areas locked or windows closed and locked, the COR shall be notified.

3.6.2.4 There may be areas that require all personnel entering that area to sign a sign-in/sign-out sheet. The Contractor shall comply with Installation policies in these areas.

3.6.3 Responsibility. The above outline of the principal features of work does not in any way limit the responsibility of the Contractor to perform all work and furnish all plant, labor, and equipment required by the specifications, plans, and drawings as specified by the Task Order SCOPE OF WORK.

3.7 SAFETY

3.7.1 The Contractor shall comply with Corps of Engineers Manual EM-385-1-1 (latest Edition) and other safety requirements as specified herein. Also Section 01525L Safety and Occupational Health Requirements apply for Design/ Build Construction, and Conventional Construction, and Section 01351A SAFETY, HEALTH, AND EMERGENCY RESPONSE (HTRW/UST) applies for Service type Task Orders.

3.7.2 The Contractor shall establish a comprehensive safety program which shall consist of engineering, education, training, and enforcement of safety

standards. All equipment and facilities shall be maintained in accordance with safe engineering practices. In general, safety engineering involves controlling the work situation to minimize safety hazards.

3.7.3 The Contractor shall be responsible for planning, organizing, implementing and managing a Safety Program that complies with regulatory directives; accident prevention and control; safety education and promotion; accident investigation, analysis, and reporting; and coordination in support of occupational health and sanitation.

3.7.4 The Contractor shall conduct a monthly safety meeting for all supervisory employees. These meetings shall be documented and maintained on file by the contractor. Weekly employee safety meetings (tool box) will be held/ documented by the contractor.

3.7.5 The Contractor shall develop and maintain policies and procedures relating to Lockout/ Tagout and Confined Space Entry Programs.

3.8 PUBLIC AFFAIRS

3.8.1 The Contractor shall not publicly disclose any data generated or reviewed under this contract. The Contractor shall refer all requests for information concerning site conditions to the COR for comment.
-- End of Section --

SECTION 01010L

OUTLINE OF THE TASK ORDER PROCESS
12/03
SECTION 01010L

OUTLINE OF THE TASK ORDER PROCESS

PART 1 GENERAL

1.1 PROJECT IDENTIFICATION AND PRIORITIZATION

STEP 1:
The Customer will identify and prioritize candidate projects, then provide the Corps of Engineers (COE), which is the Government Contracting Agency, a general description of the work.

1.2 SCOPE OF WORK

STEP2:
1.2.1 The Government will prepare a SCOPE OF WORK for each Task Order. The Request for Proposal (RFP) with the SCOPE OF WORK will be issued. The (RFP) will give the detailed requirements of the proposal to be submitted by the contractor. The SCOPE OF WORK will be of such detail that all parties understand the SCOPE OF WORK and can adequately prepare a cost proposal.

1.2.1.1 The SCOPE OF WORK will identify the specific Task Order requirements that have been identified per other specification sections.

1.2.2 Contracting will issue a Request for Proposal (RFP) letter.

1.2.2.1 The Task Order may be a fully developed project design with a detailed SCOPE OF WORK, similar to a Conventional Construction Process.

1.2.2.2 The SCOPE OF WORK may be a partially completed design developed to a level of detail that all parties understand the SCOPE OF WORK and can adequately price a Task Order to complete the design and execute the construction and/or repair work similar to a Design/ Build Construction or to a Service contract.

1.2.3 The Government will include appropriate wage rates when any RFP is issued.

1.3 CONTRACTOR PROPOSAL

STEP 3:
1.3.1 The Contractors shall jointly visit the project site with the COR and/or other Government representatives and perform a preproposal conference.

1.3.2 The Government will issue a Firm, Fixed-Price Task Order to execute the necessary work: Conventional Construction and/or repair; Design/Build Construction type work; or a Service contract for the project work.

1.3.4.3.2 A Task Order will be issued and performance and payment bonds shall be required and approved before Notice to Proceed can be issued.

1.4 DESIGN/ BUILD CONSTRUCTION, CONVENTIONAL CONSTRUCTION, SERVICE CONTRACT

STEP 4:

1.4.1 After the Contractor develops a Quality Control Plan (QCP), Environmental Protection Plan, Safety and Health Plan, and Accident Prevention Plan for the Task Order and the parties conduct a preconstruction conference at the site, the Government will issue the Contractor a "Notice to Proceed" for the Task Order to perform the work.

1.4.2 The Contractor shall then proceed with the work in accordance with the approved work plan, or in accordance with the defined design. The COR will provide the on-site contract administration and quality assurance of the Contractor's work. The COR will approve the work and certify the Contractor's payment invoices.

1.5 TURNOVER AND CLOSEOUT

STEP 5:

1.5.1 The final step will be the acceptance of the project by the Government, turnover to the Installation and closeout of the project Task Order. Deliverables to the customer can include O&M documentation and manuals, O&M training, warranty information and as-built drawings.

-- End of Section --

SECTION 01012L

DESIGN REQUIRED FOR TASK ORDER
12/03

PART 1 GENERAL

This section contains information needed for a Task Order that requires Design/Build type construction. This information is provided as an outline of the Design submission requirements to be anticipated after award. Clarification of these requirements will be given in the Task Order SCOPE OF WORK. When a Task Order is issued for Conventional Construction type work, do not use this Section. When a Service type Task Order is issued, the Task Order SCOPE OF WORK will address these requirements. This section provides design guidance for preparation of plans and specifications for a complete and useable facility.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 DESIGN EFFORT

3.1.1 Key Design Requirements

3.1.1.1 Guidance, References, Precedence

(a)The project design product resulting from this Task Order shall comply with Department of Defense Uniform Facilities Criteria, Army Installation Design Standards, the appropriate Installation Design Guide, and the U.S. Army Corps of Engineers planning, design, and construction directive. In the event of conflict between documents and references, precedence shall be given to the following in descending order.

(b)The Uniform Facilities Criteria (UFC) system prescribed by MIL-STD 3007 provides planning, design, construction, operations, and maintenance criteria, and applies to all Department of Defense (DoD) commands. UFC are distributed in electronic media from USACE TECHINFO at Internet site http://www.hnd.usace.army.mil/techinfo. UFC 1-200-1 Design: General Building Requirements shall be complied with in development of this project. UFC 1-200-1 provides guidance for the use of model building codes for design and construction of DoD facilities. Public Law 104-113, National Technology Transfer and Advancement Act of 1995, requires Federal use of private sector consensus standards wherever practicable. The goal of the law is to reduce reliance on Federal standards by using industry standards when there is potential to simplify contracting, increase timeliness and cost effectiveness, and promote the safety and welfare of users.

(c) The Army Installation Design Standards provides mandatory common facility and infrastructure standards for all Army installations. The Installation Design Guide, (www.hqda.army.mil/acsim/homepage)in conjunction with mission requirements and technical designs and specifications, define requirements for installation maintenance, repair, and construction

projects. The Army Installation Design Standards and IDG improve the functional and visual aspects of the installation. The Army Installation Design Standards follow the concept established in the Joint Service Unified Facilities Criteria Installation Design Manual.

(d) Federal, State, and Industry Standards. All applicable Federal, State, and industry standards referenced in this Scope of Work, including those not referenced or listed, constitute criteria for the design of this project, unless otherwise indicated.

(e) The Louisville District Design Guide (LDDG) is an important guidance document for doing business with the Louisville District and contains technical information, detailed requirements, and quality expectations supplemental to this Task Order SCOPE OF WORK. The LDDG can be found at http://lrl.usace.army.mil/ed

3.1.1.2 Drawings, and Specifications

3.1.1.2a Specifications: (required for the work unless the Task Order SCOPE OF WORK indicates otherwise.)

General. SPECSINTACT software will be used for the preparation of the project specifications in accordance with ER 1110-1-8155. This software is available from National Aeronautics and Space Administration at the following web address: http://www-de.ksc.nasa.gov/specsintact/. Specifications shall conform to industry standards for format and content as established by CSI Manual of Practice. There are three primary sources of the specifications that may be utilized depending on the project. The contractor shall use the latest version of these specifications. These specifications and their web link to the latest version are listed below, and shall be utilized in the following order:

(1). Louisville District Guide Specifications: http://www.lrl.usace.army.mil/ed/specs/cegs/specs.htm. The Louisville District has some specialized versions (LRL) of the UFGS which shall be used.

(2). Unified Facilities Guide Specifications (UFGS): http://www.ccb.org/docs/ufgshome/UFGSToc.htm. Master guide specifications reflecting DoD technical policy and specifically preferred unless a local or project specific guide specification is more appropriate.

(3). Army Reserve Support Team (RST) Preferred Guide Specifications: http://www.lrl.usace.army.mil/ed/specs/rst/mds.htm.

Some specifications, such as environmental related specifications, may be provided separately with the Task Order.

Any deviations from the specifications must be approved in writing from the government.

3.1.1.2b Drawings:(required for the work unless the Task Order SCOPE OF WORK indicates otherwise.)

The contractor shall prepare drawings in a manner that clearly and adequately delineates the work to be accomplished. The cover sheet will be signed and stamped by a principal of the firm who is a registered

professional engineer/architect. All drawings will be created using Computer Aided Design and Drafting (CADD) technology and shall conform to the Tri-Service A/E/C CADD Standards (latest release). These CADD Standards are available on the Internet at http://tsc.wes.army.mil/News/aesc.asp. Additional criteria for preparation of drawings are contained in the LDDG, specifically Chapter 2 and Exhibit 1-16.

All drawings and sketches will be provided in both hard copy and MicroStation file format. Full-sized drawings shall be developed as "FA" sized sheets (41" x 29" at the trim line) and shall utilize the standard US Army Corps of Engineers Louisville District title block. Half-sized drawings are to be provided on 20" x 14" (at the trim line) sheets. Original drawings and details must be of adequate size, and be clear and sharp. So that the use of half-size reproducible drawings will result in legible and easy to read copies.

Drawings shall be original velum or photographic mylars ready for reproduction. Line work and lettering must be large enough to be legible.

Utilize screened photographs on velum or mylar to show general appearance of renovation project and particular existing conditions.

US Army Corps of Engineers metric drawing sheets may be submitted in half-size if the font size is increased to make them legible. At the Pre-design conference, the AE will confirm that half-size drawings will be acceptable. Submit full size plans for reviews, unless noted otherwise in the submittal matrices. Submit Certified Final Drawings as full size velum or mylars and prints, and on compact disk.

Provide detailed design drawings such that fabricators have a solid basis of design for shop drawings particularly in the following areas: critical structural connections, critical reinforcing details, and support and suspension sub structures for mechanical equipment, including seismic support.

Show 1/4" (1:50) scale plan and cross section views of mechanical and electrical rooms showing layout, dimensions and clearances for equipment and ducts.

Place the slogan *** Safety Pays *** on the top border of each sheet. Place the slogan *** Support Value Engineering - It Pays *** on the bottom border of each sheet.

3.1.1.3 Metric/ English Requirements

All work shall be designed completely, including all drawings, specifications and design analysis in the Metric System International (SI) in conformance with Executive Order 12770; 25 June 1991 and Air Force Policy and guidance on Conversion to Design Metric; 15 Oct. 1992 unless indicated otherwise in Task Order SCOPE OF WORK. RFP site drawings are furnished in English and must be converted to metric as part of the Design/Build contractor's work unless indicated otherwise in the Task Order SCOPE OF WORK. Combination of English and Metric will not be allowed.

3.1.1.4 DESIGN ANALYSIS

3.1.1.4a Media and Format

Present the design analysis on 8-1/2-inch by 11-inch paper except that larger sheets may be used when required for graphs or other special calculation forms. All sheets shall be in reproducible form. The material may be typewritten, handlettered, handwritten, or a combination thereof, provided it is legible. Side margins shall be 1-inch minimum to permit side binding and head to head printing. Bottom margins shall be 1-1/4-inches, with page numbers centered 1 inch from the bottom.

3.1.1.4b Organization

Assign the several parts and sheets of the design analysis a sequential binding number and bind them under a cover indicating the name of the facility and project number, if applicable. The title page shall carry the designation of the submittal being made. The complete design analysis presented for final review with the final drawings and specifications shall carry the designation "FINAL DESIGN ANALYSIS" on the title page.

3.1.1.5 Design Computations

3.1.1.5a Calculations: Design calculations are a part of the design analysis. When they are voluminous, bind them separately from the narrative part of the design analysis. Present the design calculations in a clean and legible form incorporating a title page and index for each volume. Furnish a table of contents, which shall be an index of the indices, when there is more than one volume. Identify the source of loading conditions, supplementary sketches, graphs, formulae, and references. Explain all assumptions and
conclusions. Calculation sheets shall carry the names or initials of the computer and the checker and the dates of calculations and checking. The same person may not compute and check any portion of the calculations.

3.1.1.5b Automatic Data Processing Systems (ADPS): When ADPS are used to perform design calculations, the design analysis shall include descriptions of the computer programs used and copies of the ADPS input data and output summaries. When the computer output is large, it may be divided into volumes at logical division points. Precede each set of computer printouts by an index and by a description of the computation performed. If several sets of computations are submitted, they shall be accompanied by a general table of contents in addition to the individual indices. Include the following in the description accompanying each set of ADPS printouts:

a. Explain the design method, including assumptions, theories, and formulae.
b. Include applicable diagrams, adequately identified.
c. State exactly the computation performed by the computer.
d. Provide all necessary explanations of the computer printout format, symbols, and abbreviations.
e. Use adequate and consistent notation.
f. Provide sufficient information to permit manual checks of the results

3.1.2 Seismic Design

Prepare a seismic analysis to determine if the building has lateral wind and seismic stability required by codes. If not, make recommendations on structural upgrade to achieve life safety in a "non-essential" building. Provide recommendations in the code review report.

Design and support new construction, and new mechanical and electrical equipment, to resist seismic forces following the IBC, UFC 3-310-01 (Load Assumption for Buildings), TI-?809-02 (Structural Design Criteria for Buildings) and TI-809-04 (Seismic Design for Buildings) and Louisville District(LRL) version of CEGS- 13080L.

For an existing construction, design/modify to resist seismic forces for life safety against collapse, following the IBC, UFC 3-310-01 (Load Assumption for Buildings), TI-809-02 (Structural Design Criteria for Buildings) and TI-809-05 (Seismic Evaluation and Rehabilitation for Buildings) and Louisville District (LRL) version of GEGS Section 13080.

3.1.3 Communications

Provide overhead empty conduit and cable trays for telephone, data and Local Area Network (LAN) systems, for connection to users' workstation power poles. Provide pull wires and device boxes. Data and LAN wiring will be installed by the contractor unless otherwise provided for in the Task Order SCOPE OF WORK .

3.1.4 Handicapped Accessibility

Provide handicapped access for both ingress and egress, and throughout the building and project site, both horizontally and vertically, as required by the Uniform Federal Accessibility Standards (UFAS) and the Americans with Disabilities Act (ADA). Where UFAS and ADA differ, the most stringent governs.

3.1.5 Environmental

In accordance with the Task Order SCOPE OF WORK, edit specifications, and indicate location and extent of hazardous materials (asbestos, lead based paint etc) to be removed on the drawings.

3.1.6 Sustainable Design (when required by Task Order SCOPE OF WORK)

The Contractor shall incorporate the requirements of ETL 1110-3-491, Sustainable Design for Military Facilities, dated Jan 31, 2001, into the design of this facility. Sustainability requires a multi-discipline, integrated approach in the design process to achieve optimal results. The Contractor shall provide a brief narrative describing the people and processes necessary for designing sustainability into this project. The Sustainable Project Rating Tool (SPRT) version 1.3 shall be used to determine the level of sustainability required for this project. A minimum level will be set by the Task Order SCOPE OF WORK.

3.1.7 Energy Conservation

UFC 3-400-01 Design: Energy Conservation applies to all DoD facilities. Compliance with this document is required to meet a number of Federal Regulations, Executive Orders, and Congressional mandates concerning energy conservation. UFC 3-400-01 requires that facilities meet ASHREA Standard 90.1 -2-001 Energy Standard for Buildings Except Low-Rise Residential Buildings. ASHREA Standard 90.1 is a comprehensive document outlining minimum requirements for building envelope, HVAC systems, water heating, lighting systems, motors, and other electrical

3.1.8 Antiterrorism/Force Protection

Comply with the requirements of UFC 4-010-01 DoD Minimum Antiterrorism Standards for Buildings.

3.1.9 Not Used

3.1.10 Interior Design

The Task Order SCOPE OF WORK will describe the amount of interior design work required. It is possible that the User will furnish and install all workstations and loose furniture or the construction contractor will be required to install and/or purchase systems furniture. Workstations will either be relocated from present site of offices, or new.

Include for reference in the Task Order documents, workstation block plans based on the existing workstations and generic loose furniture. Alternately, if the User has a furniture consultant or vendor, use workstation and furniture plans done by the User's furniture consultant or vendor. Use these furniture plans for showing power, phone and data receptacle locations.

3.1.11 Modular Design System (MDS)(If required the work will be stated in the Task Order SCOPE OF WORK.)

Modular Design System (MDS) and/or the Furniture Design Guide (FDG)

For some projects the design may require the use of the newly developed Modular Design System (MDS) and/or the Furniture Design Guide (FDG) which are both MicroStation application based software programs. the minimum recommended hardware and software requirements for running MDS and/or FDG are as follows:

Hardware:
CPU: Pentium 90 or better
RAM: 32 MB
Internal storage: 1.0 Gigabyte disk drive or better
External: 2.0 X CD-ROM or better
Input device: Standard keyboard and two-button mouse
Output device: HP Laserjet Printer, HP 650C plotter or better recommended.
Monitor: 17" Color non-interlaced VGA/SuperVGA or better
Software:
Operating System: Windows95 or WindowsNT version 4.0 or higher
Microsoft Office 95 suite including Access version 7.0 database software.
CADD: Bentley Micorstation95 CADD software with Intergraph IPLOT utilities software for plotting
MDS: Version 2.0.16 or higher
FDG: Version 2.0 or higher

3.1.12 Design Support Effort

Quality Control Plan (QCP): For requirements see Section 01453L

3.1.12.1 Field Verification Site Visits

The Contractor will visit and inspect the building or the construction site as required to verify all conditions affecting design. The designer prepared drawings will show existing underground utilities that would conflict with new utilities in the design. (LDDG 1.16)

a. The Contractor will visit the facility's engineering offices to view utility maps and discuss with personnel knowledge of the site to identify locations and depths of utilities. Lift manhole covers to verify locations and depths of utilities.

b. If these measures are inadequate the Contractor will recommend whether that the use exploratory excavations or electronic investigations to locate utilities be used.

3.1.12.2 Field Verification of Drawings

Field verify all drawings provided by the Government before relying on them.

3.1.12.3 Utility Investigation

Contact all local utility agencies to establish contact points. Contractor is responsible for all fees involved with locating/connecting utilities. Incorporate all pertinent utility information, including notations when work is to be performed by the utility company personnel, into the design specifications and drawings.

3.1.13 Analyses and Other Submittals:

3.1.13.1 Design Analyses

Prepare a Design Analysis for each discipline at each submittal. All assumptions and calculations must be checked and each page initialed by the designer and the checker. (LDDG 2.6, 2.7)

3.1.13.2 Mechanical Design by Energy Analysis

Determine the calculated Design Annual Energy Use (DAE) or energy budget of the building, produced by the proposed design. The DAE budget shall be calculated by an integrated modeling computer program. The annual Energy Use Budget (EUB) must be within the Design Energy Target stated within the Task Order SCOPE OF WORK.

3.1.13.3 Life Safety/Fire Protection Analysis

Prepare analysis utilizing UFC 3-600-01, Design: Fire Protection Engineering For Facilities, 17 April 2003.

3.1.13.4 Life Safety/Fire Protection Plans

Prepare floor plans based on the life safety/fire protection analysis, to be included in the working drawing set for reference only. (LDDG App I)

3.1.13.5 Fire Protection/Life Safety Code Submittal Certification

Prepare a Fire Protection/Life Safety Code certification, see appendix #1. The certification should be signed by the Architectural, Mechanical and Electrical design team members.

3.1.13.6 Phasing Plan

Prepare a phasing plan to allow partial occupancy and key functions to remain operational during renovation.

3.1.13.7 Not Used

3.1.13.8 Designer Instructions to Field

Put in writing any aspect of the design intent, the plans and specification or the construction which may require special awareness or attention by Corps field personnel during supervision and inspection of construction (LDDG App B). If none, a negative response is required.

3.1.14 Contractors Designer Support during Project Construction:

3.1.14.1 Extension of Design" Shop Drawing Review

a. The contractor's designer will review for approval all shop drawings that are "extensions of design" by the contractor. Such shop drawing extensions of design, for which the designer must remain the Engineer of Record, shall include structural details, reinforcing details, and supports or hangers for mechanical and electrical equipment. (LDDG Ch 1.19).

b. The designer will be responsible for review, but will not be the Engineer of Record, of construction submittals of fire protection equipment and systems such as fire extinguishing systems, fire alarm and detection, and fire pumps. These submittals will be reviewed and recommended for approval by engineers who have appropriate fire protection engineering experience.

3.1.14.2 Commissioning of HVAC Systems

A senior member of the design team responsible for designing the HVAC systems will be required to attend the pre-commissioning, checks and functional performance testing of the HVAC system as defined in CEGS 01460. Commissioning is documented with checklists provided in the contract specifications as developed by the designer. In addition to attending the commissioning, the designer shall also become ffamiliar with the shop drawings submitted for the HVAC system components.

3.1.15 Preparation of DD Form 1354 (Transfer of Real Property):

This form itemizes the types, quantities and costs of various equipment and systems that comprise the project, for the purpose of transferring the new construction project from the Corps Construction Division to the Installation's inventory of real property. The Project Engineer will furnish the Contractor with a project specific DD Form 1354 checklist. This checklist will be used as a guide in preparation of the project draft DD 1354. The Contractor shall prepare a draft DD 1354 during the design process.

3.1.16 Permits & Licenses:

Determine and report on any permits required for the project.

a. Ensure that designs comply with regulations. (LDDG 1.10)

b. Prepare Storm Water Pollution Plan for ground disturbing activities/site work over 1.0 acre. (LDDG 1.10 and App C.)

(1) Prepare permits: Identify all permit requirements, obtain permit application forms, complete the technical sections, and either submit the forms to the Corps for processing or process the application to the applicable Agency in accordance with the Task Order SCOPE OF WORK.

c. The contractor shall provide for all permit fees which may be required. Include these fees as a line item in the fee proposal.

3.1.17 Special Requirements:

Incorporate any special requirements of the facility with regard to security, traffic, waste disposal, setbacks, etc.

3.1.18 Charettes and Meetings: (If required the work will be stated in the Task Order SCOPE OF WORK.)

NOTE: The contractors designer is responsible for preparing "Meeting Minutes for all design review meetings." The final version of the minutes will be provided to attendees within 1 weeks of the meeting.

3.1.18.1 Analysis Charette

Conduct an onsite information gathering session with the following activities:

a. Partnering

Participate in an initial 1-day partnering workshop. Split the cost of the facilitator and pay for the meeting room. Partnering includes team building, discussion of roles, communications, and problem resolution, selection of partnership title, drafting and signing of charter statement and goals. (LDDG 1.7).

b. Programming Interviews

Following the partnering, meet with users and agencies involved in design and review. Coordinate with the user and develop an itinerary/schedule for the programming interviews.

c. Site Investigation

Get information on building and site. Select old drawings from the facility engineering files to be printed, and make arrangements with documents custodian for commercial printing, payment and delivery.

3.1.18.2 Design Charette

Soon after the Analysis Charette, conduct an on-site programming and space planning design session. Involve the User and all other Installation agencies affecting design. Finalize program. Develop schematic elevations, floor plans and workstation block plans and a Parametric Cost Estimate. After the charette, present the design and the Parametric Cost Estimate for comment and approval.

3.2 COORDINATION

3.2.1 Written Records

Prepare a written record of each site visit, meeting, or conference, either telephonic or personal, and furnish within five (5) working days copies to the COR and all parties involved. The written record shall include subject, names of participants, outline of discussion, and recommendation or conclusions. Number each written record for the particular Task Order under design in consecutive order.

3.2.2 Needs List

Throughout the life of the Task Order, the Contractor shall furnish the COR a biweekly "needs" list. This list shall itemize in an orderly fashion design data required by the Contractor to advance the design in a timely manner. Each list shall include a sequence number, description of action item,name of the individual or agency responsible for satisfying the action item and remarks. The Contractor shall continuously update the list with satisfied action items checked off and new action items added as required. Once the Contractor initiates a request for information, that item shall remain on the list until the requested information has been furnished or otherwise resolved. The Contractor shall mail copies of the list to the COR.

3.3 GOVERNMENT REVIEW MEETINGS

a. The Contractor shall participate in formal design reviews and meetings as stated in the Task Order SCOPE OF WORK. The Design Project Manager & primary Designer shall (at a minimum) attend each meeting. The Contractor is responsible for taking meeting notes. The meeting notes should be distributed no later than 5 working days from the meeting date.

b. Design Reviews shall not be taken as an approval and does not relieve the Contractor from responsibility for compliance with the RFP solicitation, Codes, Regulations, or betterments listed with the contractor's proposal or identified during proposal evaluation.

c. For each design review submittal, the COR will furnish the Contractor comments from the various design sections of the Louisville District and from other concerned agencies involved in the review process. The review will be for conformance with the technical requirements of the Task Order. Unless otherwise provided for in the Task Order, the Government will take, after receipt, fourteen (14) days to review and comment on each 50% design submittal and twenty-one (21) days to review and comment on each 95% design submittal, except as noted below. If the Contractor disagrees technically with any comment or comments and does not intend to comply with the comment, he must clearly outline, with ample justification, the reasons for noncompliance within five (5) days after receipt of these comments in order

that the comment can be resolved. The Contractor shall furnish disposition of all comments, in writing, with the next scheduled submittal. The Contractor is cautioned in that if he believes the action required by any comment exceeds the requirements of this contract, that he should take no action and notify the COR in writing immediately. Review conferences will be held for each design submittal. The Contractor shall bring the personnel that developed the design submittal to the review conference. These conferences will take place the week after the Government review period.

d. If a design submittal is over one (1) day late in accordance with the latest design schedule and the Contractor has not given the COR a one (1) week written notice that the submittal will be late, the Government review period will be extended 7 days instead. A review conference with the COR, the Contractor and other Government review personnel, as appropriate, will be held the week after the review period.

3.4 CADD FILES

One CADD (*.DGN) File shall be used per drawing (sheet). All design and site condition features will be shown in each CADD drawing file. No reference files will remain except for the boarder file, photos and other raster files (*.COT). CADD designs shall be developed to provide complete project information that will enable the end users to utilize CADD to its fullest. To accommodate this, it is required that the following will be done:

3.4.1 Software

The software used shall be compatible with the software used by the end user. Where MicroStation is the software of the end user; the designer shall provide complete MicroStation format files that are compliant with the technology of MicroStation. If AutoCAD is required, the same applies. Any and all translations are the responsibility of the designers and the designers must have in place a Quality Control procedure to assure the translations are complete and accurate and meet the current technology of CADD. If a translation is used, all drawings for all submittals shall be plotted from the translated files.

3.4.2 Standards

The design shall conform to the Tri-Service CADD Standards. This standard provides detailed information on such items as file naming convention, scale and sheet size, level structure and other details that assure standardization and consistency between projects.

3.4.3 Variables

Variables shall not be used. All projects must provide for all files to be placed in one directory. All unnecessary reference files shall be detached, and all files attached for 'designer information' shall be labeled as such in the description field.

3.4.4 Quality Control Procedure

The AE shall have in place a Quality Control procedure that assures all necessary CADD components are provided to USACE and eventually to the end

user for proper display of files. This includes all reference files, resource files, cell libraries and font files.

3.5 DRAWINGS

All drawings and sketches will be provided in both hard copy and MicroStation file format. Full-sized drawings shall be developed as "F" sized sheets (41" x 29" at the trim line) and shall utilize the standard US Army Corps of Engineers Louisville District title block. Half-sized drawings are to be provided on 20" x 14" (at the trim line) sheets. Original drawings and details must be of adequate size, and be clear and sharp. So that the use of half-size reproducible drawings will result in legible and easy to read copies.

Utilize screened photographs on velum or mylar to show general appearance of renovation project and particular existing conditions.

US Army Corps of Engineers metric drawing sheets may be submitted in half-size if the font size is increased to make them legible. At the Pre-design conference, the AE will confirm that half-size drawings will be acceptable. Submit full size plans for reviews, unless noted otherwise in the submittal matrices. Submit signed Final Drawings as full size velum or mylars and prints, and on compact disk.

Provide detailed design drawings such that fabricators have a solid basis of design for shop drawings particularly in the following areas: critical structural connections, critical reinforcing details, and support and suspension sub structures for mechanical equipment, including seismic support.

Show 1/4" (1:50) scale plan and cross section views of mechanical and electrical rooms showing layout, dimensions and clearances for equipment and ducts.

Place the slogan *** Safety Pays *** on the top border of each sheet. Place the slogan *** Support Value Engineering - It Pays *** on the bottom border of each sheet.

All drawings in all submittals shall indicate the status of the design completion at the time of submittal, i.e., "Concept", "Preliminary", "Certified Final", etc. The AE will obtain the appropriate terminology to be used from the PE/A. All drawings in all submittals shall have the title blocks complete with the first initial and full last name of the designer, draftsman, and checker. All drawings in the Certified Final submittal must be checked, and each page shall be hand initialed by the designer and the checker over the printed name which is displayed in the title block (from CADD file). This is in addition to "sealing" the drawings by the Architect/Engineer of Record

3.11 GIS AND NAD 83 CRITERIA

Unless otherwise provided for in the Task Order SCOPES OF WORK all deliverables that involve maps or other geospatial data must meet the following requirements:

a. All maps and associated data must comply with the latest version of Spatial Data Standards for Facilities, Infrastructure, and Environment

(SDSFIE) available from the CADD/GIS Technology Center at http://tsc.wes.army.mil/products/TSSDS-TSFMS/tssds/html/. These data will be organized using SDSFIE 2.20 specifications (latest available as of October 2002) for file, class and attribute nomenclature. Information must be collected at no less than 1:1200 scale for base cantonment areas and 1:4800 for large undeveloped base areas. These data will meet or exceed National Map Accuracy Standards at those scales and metadata using Federal Geographic Data Committee (FGDC) Content Standards for Digital Geospatial Metadata (CSDGM) for organization. Content will accompany all submissions.

b. Geospatial data must be delivered in a georeferenced GIS (Geographic Information System) format (feature-based file structures including one-to-one cardinality between spatial records and attribute records) including attribute data and as specifically outlined in the specific task order contract. All geospatial data must be delivered in the North American Datum 1983 (NAD83) projection, State Plane Coordinate System, using metric/English coordinate units.

Survey Grade Global Position Systems (GPS) or comparable traditional survey methods will be used to collect geospatial data (e.g., northing, easting, and elevation above or below the Earth's surface) for all contract activities where geospatial data is involved. This data will be obtained at the time of construction and prior to burial in the case of underground utilities. This data must be delivered to the installation in an open Relational Database Management System (RDBMS) with the associated attribute data. Examples include but are not limited to obtaining precise GPS data for new waterline endpoints, connections, and connected valves prior to burial.

APPENDIX 1

FIRE PROTECTION/LIFE SAFETY CODE SUBMITTAL

Revised May 19, 2003

Instructions: The information outlined in this document shall be used to provide the minimum requirement for development of Fire Protection and Life Safety Code submittals for all building projects. Additional and supplemental information may be used to further develop the code review. Insert N/A after criteria, which may be "not applicable".

1. Project Name (insert name and location)
   Task Order Number

Applicable Codes and Standards

Unified Facilities Criteria (UFC): 1-200-01, General Building Requirements, 31 July 2002.

Unified Facilities Criteria (UFC): 3-600-01, Design: Fire Protection Engineering For Facilities, 17 April 2003

International Building Code (IBC) 2000 for fire resistance requirements, allowable floor area, building height limitations and building separation distance requirements, except as modified by UFC 3-600-01.

National Fire Protection Association (NFPA) 101 Life Safety Code (latest edition), for building egress and life safety and applicable criteria in UFC 3-600-01.

Uniform Federal Accessibility Standards (UFAS), August 1984 and the Americans with Disabilities Act Accessibilities Guidelines (ADAAG), as amended through January 1998, will be used, whichever is most stringent.

2. Occupancy Classification
IBC chapters 3 and 4

3. Construction Type
IBC chapter 6

4. Area Limitations
IBC chapter 5, table 503

Allowable floor areas
IBC section 503, 505

Allowable area increases
IBC section 506, 507
Maximum Height of Buildings
IBC section 504

Fire-resistive substitution

5. Occupancy Separations
IBC table 302.3.3

6. Fire Resistive Requirements
IBC table 601, 602

Exterior Walls - ( ) hour rating
Interior Bearing walls - ( ) hour rating
Structural frame- ( ) hour rating
Permanent partitions- ( ) hour rating
Shaft enclosures- ( ) hour rating
Floors & Floor-Ceilings- ( ) hour rating
Roofs and Roof Ceilings - ( ) hour rating

7. Automatic Sprinklers and other Extinguishing Equipment
UFC 3-600-01, chapters 4 and 6

Used to determine the need for automatic extinguishing systems, foam systems, standpipe systems, wet chemical systems, etc. State which systems are required and to what criteria they will be designed.

UFC 3-600-01, Appendix B

Occupancy Classification- note the classification for each room. This may be accomplished by classifying the entire building and noting exceptions for rooms that differ. (Eg. The entire building is Light Hazard except boiler room and storage rooms are , etc.)

UFC 3-600-01, Chapter 3

Sprinkler Design Density, Sprinkler Design Area, Water Demand for Hose Streams (supply pressure and source requirements).

	UFC 3-600-01, Chapter 4	Coverage per sprinkler head
	Available Water Supply	Provide the results of the water flow tests showing the available water supply static pressure and residual pressure at flow. Based on this data and the estimated flow and pressure required for the sprinkler system, determine the need for a fire pump.
8.	Portable Fire Extinguishers NFPA 10	Fire classification and travel distance.
9.	Enclosure Protection	Mechanical rooms, stairwells, storerooms, janitor (__ hour rating). IBC Table 302.1.1
		Fire Blocks and Draft Stops
10.	Fire and Smoke Dampers NFPA 90A	Describe where fire dampers and smoke dampers are to be used. State whether isolation smoke dampers are required at the air handler.
10.	Detection Alarm and Communication UFC 3-600-01, Chapter 5) NFPA 101 para. 3.4 (chapters 12-42)	
11.	Interior Finishes (classification) NFPA 101.10.2.3 NFPA 101.7.1.4	
12.	Means of Egress NFPA 101 chapters 7 and 12- 42.	Separation of Means of Egress. NFPA101.7.1.3
		Occupant Load NFPA101.7.3.1 and chapters 12-42.
		Egress Capacity (stairs, corridors, ramps and doors) NFPA101.7.3.3
		Number of Means of Egress NFPA101.7.4 and chapters 12-42.
		Dead end limits and Common Path of Travel NFPA 101.7.5.1.6 and chapters 12-42.
		Accessible Means of Egress (for accessible buildings) NFPA101.7.5.4
		Measurement of Travel Distance to Exits NFPA101.7.6 and chapters 12-42.

Discharge from Exits
NFPA101.7.7.2

Illumination of Means of Egress
NFPA101.7.8

Emergency Lighting
NFPA101.7.9

Marking of Means of Egress
NFPA101.7.10

13. Elevators
UFC 3-600-01, Chapter 6
IBC and ASME A17.1C - 1999
(Safety Code for Elevators and Escalators)

14. Accessibility Requirements
UFC 3-600-01, Chapter 1, UFAS and ADAAG

Certification of Fire Protection and Life Safety Code Requirements
(Note: Edit the Fire team membership if necessary)
Preparers of this document certify the accuracy and completeness of the Fire Protection and Life Safety features for this project.

APPENDIX 2

Project:
Task Order Number
Date:

Final Design and Certified Final Design Checklist

1. GENERAL:

a. Have all documents been prepared in accordance with the QC Plan?

b. Have drawings and specifications been coordinated between engineering disciplines?

c. Have drawings and specifications been checked and initialed by reviewer and designer?

d. Have drawings and specifications been reviewed by a qualified engineer to assure fire protection engineering is in conformance with applicable portions of NFPA regulations and national, state, and local building codes?

e. Are drawings, design analyses, etc., signed and dated?

f. Are Government review comments on preliminary and/or concept design submittals annotated and incorporated into final drawings and specifications?

g. Are annotated review comments included in each package?

h. Is construction bar chart included?

i. Are "Engineering Consideration and Instructions to Field Personnel" included?

(NOTE: For projects containing metal buildings a special note to the field shall be included, requiring a "pre-submittal" meeting with Construction field personnel, Contractor, metal building supplier and Engineering Division representatives to discuss the specifications and submittal requirements.)

j. ITR certification sheet signed and included?

2. DRAWINGS:

a. Has CADD quality been checked to assure legible reproduction?

b. Does location plan include location of borrow pits, disposal areas, areas for contractor's office and storage, haul routes, location of Resident/Area Engineer and DEH office?

c. Have deductive alternates (if appropriate) been identified on the drawings and coordinated with the unit price schedule?

d. Have signature blocks been properly prepared?

e. Has Quality Control Procedures been performed to assure that translated files are fully useable, complete and represent the design?

3. SPECIFICATIONS:

a. Were latest guide specifications used?

b. Are specifications prepared in accordance with the manual, Louisville District Design Guide for Military Construction, using required weight of paper, Standard Elite or other acceptable type face, the proper format, and with proper submittal notations in margin?

Name of person supervising specifications preparation: _____

c. Has unit price schedule been prepared in conformance with the example shown?

d. Have payment paragraphs been checked and coordinated with the Unit Price Schedule?

4. MISCELLANEOUS:

a. Have construction permits been applied for as required by the Clean Air Act and Clean Water Act Amendments?

b. Has the Corrected (Certified) Final Submittal been made in accordance with every requirement of the Appendix A to your contract? _____ (If not, explain deviations on a separate sheet attached to this form.)

_____
SIGNATURE AND DATE

-- End of Section --

SECTION 01021L

DESIGN SUBMISSION REQUIREMENTS FOR A DESIGN/ BUILD TASK ORDERS
12/03

PART 1 GENERAL

1.1 INTRODUCTION

1.1.1 This section contains information needed for a Task Order that requires Design/Build type construction. This information is provided as an outline of the Design submission requirements to be anticipated after award. Clarification of these requirements will be given in the Task Order SCOPE OF WORK. When a Task Order is issued for Conventional Construction type work, do not use this Section. When a Service type Task Order is issued, the Task Order SCOPE OF WORK will address these requirements.

1.1.2 The Task Order SCOPE OF WORK will designate the minimum number and composition of design submittal phases. Design submittals may be required at the preliminary (50%) and final (95%) design stages and at the design complete stage. The requirements of each design stage are listed hereinafter. The Contractor shall reflect the number and contents of the design submittals phases in the progress charts. The Contractor shall not perform any construction work until the Notice to Proceed for Construction has been issued and the 95% comments for each submittal have been incorporated into the design, unless specifically authorized by the COR.

1.1.3 Construction may not proceed until the Government has received revised final documents which incorporate resolutions of all review comments. Section 00850L, Para. 1.74,or Para. 1.75 provides the instructions for how the Contractor will be notified when the design has been cleared for construction.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 CONTRACTOR SUBMISSION REQUIREMENTS AFTER AWARD

3.1.1 The Contractor must submit for Government Acceptance a Design Quality Control Plan in accordance with Section 01453L, Paragraph 1.3, before design may proceed.

3.1.2 The submittals shall include specifications, drawings, permit applications, confirmation notices, and completed DD Form 1354, and submittal registers.

3.1.3 The Contractor is required to independently prepare and submit for review a complete Design. The Contractor's Design Professionals shall independently confirm and be responsible for the technical accuracy and adequacy of all aspects of the project design.

3.1.4 The submission requirements outlined herein are the MINIMUM requirements necessary.

3.2 PRE-WORK CONFERENCE

3.2.1 As part of the Pre-work Conference conducted after award of the Task Order, key representatives of the Government and the Contractor shall review the design submission and review procedures specified in the Task Order. They will also discuss the preliminary design schedule and provisions for phased completion of the design documents and material submittals with construction activities. Appropriate Corps of Engineers Design Review personnel and key Using Agency points of contact will attend the conference.

3.3 DESIGN SCHEDULE

3.3.1 Within 10 days after Notice to Proceed of a Task Order, the Contractor shall submit, for approval, a complete design schedule with all submittals(for Design and Construction) and review times indicated in calendar dates. The Contractor shall update this schedule monthly. The Government will not make design progress payments without an approved schedule.

3.3.2 If a submittal date will not be met, the Contractor shall notify the COR, in writing, one (1) week prior to the scheduled submittal date. Failure to do so will increase the Government review time by seven (7) days for that submittal. See Paragraph 1.16, SECTION 01012L: "GOVERNMENT REVIEW COMMENTS".

3.4 PROGRESS CHARTS

3.4.1 As part of the Task Order requirement for preparation of the Design and Construction Schedule, the Contractor shall include submission of a design progress chart to the Contracting Officer's Representative (COR) and the District project manager. This portion of the schedule shall show, as a percentage of the total design price, the various items included in the design and the order in which the Contractor proposes to carry on the work, with dates on which he will start the features of the work and the contemplated dates for completing same. Significant milestones such as review submittals shall be annotated. The Contractor shall assign sufficient technical, supervisory and administrative personnel to insure the prosecution of the work in accordance with the progress schedule.

3.4.2 The Contractor shall correct the progress schedule at the end of each month and shall deliver two copies to the COR and the District project manager. Inasmuch as monthly partial payments to the Contractor are based to a large extent on the progress schedule, the Contractor must make realistic monthly corrections to the best of its ability.

3.5 STAGES OF DESIGN SUBMITTALS

3.5.1 General:All drawings in all submittals shall indicate the status of the design completion at the time of submittal, i.e., "Concept", "Preliminary", "Certified Final", etc. All drawings in all submittals shall have the title blocks complete with the first initial and full last name of the designer, draftsman, and checker. All drawings in the Certified Final submittal must be checked, and each page shall be hand initialed by the designer and the checker over the printed name which is displayed in the title block (from CADD file). This is in addition to "sealing" the drawings by the Architect/Engineer of Record

3.5.2 Preliminary Conformance Review Submittal (50%). The review of this submittal is primarily to insure that the contract documents and design analysis are proceeding in a timely manner and that the design criteria is being correctly interpreted. Once the 50% drawings have been approved, the Contractor may not revise the design or delete any item from project, shown on the approved 50% drawings, without Government approval. All items shown on the approved 50% drawings and the approved 50% specifications shall be provided by the Contractor. The submittal shall consist of the following:

a. Design analysis, developed to 50%
b. 50% complete drawings
c. 50% Draft Specifications
d. CADD files of all drawings (2 copies), if included in the Task Order SCOPE OF WORK
e. All Environmental Permits required by Federal, State, and Local Agencies. NEPA record of Environmental Consideration/Environmental assessment is required on all Task Order projects.

3.5.3 Final Design Review Submitta1 (95%). The review of this submittal is to insure that the design is in accordance with directions provided the Contractor during the design process. Submit the following documents for Final Design Review:

a. Design analysis, developed to 95%
b. 95% complete drawings
c. Draft specifications, developed to 95%.
d. Transfer and Acceptance of Real Property.
e. Annotated 50% review comments/50% Review Meeting Minutes
f. Draft DD1354
g. Submittal Register, Eng Form 4288

3.5.3.1 The Design Analysis submitted for Final Design Review shall be in its final form. The Design Analysis shall include all backup material previously submitted and revised as necessary. Include all design calculations. The Design Analysis shall contain all explanatory material giving the design rationale for any design decisions which would not be obvious to an engineer reviewing the Final Drawings and Specifications.

3.5.3.2 The Contract Drawings submitted for Final Design Review shall include the drawings previously submitted which have been revised and completed as necessary. The Contractor is expected to have completed all of his coordination checks and have the drawings in a design complete condition. The drawings shall be complete at this time including the incorporation of any design review comments generated by the Preliminary design review. The drawings shall contain all the details necessary to assure a clear understanding of the work throughout construction. Shop drawings are not considered design drawings. All design shall be shown on design drawings prior to submittal of shop drawings.

3.5.3.3 The Draft Specifications on all items of work submitted for Final Design Review shall consist of legible marked-up specification sections.

3.5.4 Design Complete Submittal. After the Final Design Review, the Contractor shall revise and redate the Contract Documents by incorporating any comments generated during the Final Design Review and shall prepare

final hard copy Contract Specifications. Submit the following documents for the design complete submittal:

a. Design analysis, in final 100% complete form.
b. 100% complete drawings
c. 100% specifications
d. Final Design and Certified Final Design Checklist(Appendix 2).
e. Annotated 95% review comments/Review meeting minutes
f. CADD files of all drawings (2 copies)
g. DD Form 1354
h. Submittal Register, Eng Form 4288
i. Permits/Permit applications/Notices
j. Notes for Field

3.5.4.1 The Contractor shall submit the Design Complete Submittal not later than 30 calendar days after the Government returns the annotated Final Review Submittal.

3.5.4.2 If the Government allows the Contractor to proceed with limited construction based on pending minor revisions to the reviewed Final Design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted with the Design Complete Submittal and are satisfactory to the Government.

3.6 QUANTITY OF SUBMITTAL ITEMS

3.6.1 The documents which the Contractor shall submit to the Government for each submittal are listed and generally described hereinafter. Unless otherwise provided for in a Task Order SCOPE OF WORK, submit four (4) copies of each item required to be submitted at the Preliminary and Final Conformance Review Submittal stages except the Structural Interior Design,if applicable. The quantities of this item are indicated with the description of the item. All drawings for review submittals shall be half-size. At the Design Complete Submittal, also submit two (2) complete full size sets of drawings, two (2) copies of the design analysis, four (4) complete half size sets, four (4) sets of the specifications and when included in the Task Order SCOPE OF WORK: two copies of CADD files in Intergraph format(AutoCadd if specified in task order) and two (2) copies of the specifications on floppy disks in ASCII(MicroSoft Word Format).

3.7 MAILING OF SUBMITTALS

3.7.1 Mail all submittals to the Government during design and construction, using an overnight mailing service. The Government will furnish the Contractor addresses where each copy shall be mailed to after award of the task order. The submittals shall be mailed to multiple addressees, as determined and negotiatedfor each Task Order SCOPE OF WORK.

3.7.2 Each submittal shall include a transmittal letter, indicating the contract number,task order number, date, design percentage, type of submittal, list of items submitted, transmittal number and point of contact with telephone number.

3.7.3 As-Built Documents: Submit as-built drawings and specifications in accordance with Section 00850L, Para.1.3 unless not required by Task Order SCOPE OF WORK.

3.7.4 Submittal Register: The contractor will be required to prepare a Submittal Register (Engineering Form 4288) identifying all construction submittals. Each submittal item shall be identified and coded in accordance with Section 01331L. A completed Engineering Form 4288, approved by the Contracting Officer, will be required prior to commencement of construction.

3.7.5 Preparation and Submittal of DD Form 1354 (Transfer of Real Property): This form itemizes the types, quantities and costs of various equipment and systems that comprise the project, for the purpose of transferring the new construction project from the Corps Construction Division to the Installation's inventory of real property. The Project Engineer will furnish the contractor a project specific DD Form 1354 checklist. This checklist will be used as a guide in preparation of the project draft DD1354. The contractor shall prepare the draft DD 1354, and submit it with the final design. Submit an updated or corrected checklist and draft DD 1354 with the certified final design. The Corps will use these documents to complete the final DD 1354 upon completion of construction.

3.8 REVIEW MEETINGS

3.8.1 Review sets will be distributed, by the Contractor. Written comments will be provided to the Contractor and a review meeting to discuss the comments and preliminary responses will be required as part of the design. The Contractor will keep the minutes of the meetings and forward the minutes and annotated comments to all reviewers within 7 days of the meeting. The annotations will be detailed enough to indicate exactly what the Contractor will do to comply with the comments. The contractor shall assemble the comments received into a complete package. The complete package of comments and responses shall be transmitted to all offices that received the design submitted.

3.8.2 The Government's review is not to be considered a quality control review; the contractor shall provide his own internal quality control as required by contractor Design Quality Controls Plan (01453L) before the design is submitted to the Government. It is very important the contractor's entire team agrees with the design before it is submitted to the Government. Each design submittal shall be stamped "approved" by the contractor, major constructors and by the design team prior to submission for review. The Government's review or approval does not relieve the contractor of his responsibility to provide a safe, functional project in accordance with the terms of the contract. All final drawings shall be signed and sealed by the Design Professional. Quality control procedures shall consist of design and/or checking by registered professionals and a review completed by a separate professional. Complete names of designers, checkers, and reviewers shall appear in the drawing title block.

3.8.3 The Government's review will likely result in a significant number of comments. The Contractor shall respond to each comment with a response that clearly indicates what action will be taken. Comments that, in the Contractor's opinion, require effort outside the scope of the contract will be clearly indicated as such by the Contractor. The Contractor shall not proceed with work outside the contract until a modification to the contract is properly executed.

3.8.4 The Contractor (including appropriate design representatives) will be required to participate in project progress meetings. Meeting requirements include the following:

Monthly Progress Meetings - At a minimum, the Construction Project Manager, Design Project Manager, and appropriate Design Professionals shall attend.

Additional meetings may be required, if in the Government's opinion, they are required to facilitate the design process.

3.9 CONSTRUCTION PHASE

3.9.1 Notice-to-Proceed for construction shall be provided before construction will proceed.

3.9.2 As the first item of work during an approved construction phase, the Contractor shall furnish to the Government 15 half size sets and 5 full size sets of the approved drawings and 20 sets of the approved specifications for its use during construction unless otherwise provided for in the Task Order SCOPE OF WORK.

3.9.3 No construction will be allowed on work for which the design has not been reviewed and approved.

3.9.4 The Contractor (including appropriate design representatives) will be required to participate in project progress meetings . Meeting requirements include the following:

- Weekly Coordination Meetings - As a minimum, the Construction CQC System Manager, Site Safety and Health Officier, Project Superintendent, and appropriate sub-contractors shall attend.

- Monthly Progress Meetings - As a minimum the Construction Project Manager and Design Project Manager shall attend.

- Quarterly Senior Advisory Meeting - As a minimum, the Senior Executive Manager for the construction and design team shall attend.

- Additional meetings may be required, if in the Government's opinion, they are required to facilitate the construction process.

3.9.5 The Design/Build design team shall be required to visit the site quarterly(independent of scheduled meetings) during design and construction. Site visits will be scheduled at the request of the Contractor. Two (2) Design Professionals will be required for each visit. Visits will be as indicated unless the Task Order SCOPE OF WORK indicates otherwise.
3.9.6 The Designer of Record will be required to review and approve all project submittals.

3.10 STRUCTURAL INTERIOR DESIGN (SID)(THESE REQUIREMENTS APPLY WHEN THE TASK ORDER SCOPE OF WORK SO INDICATES)

3.10.1 Provide SID according to Louisville District Design Guidance (LDDG) App J if required by the Task Order SCOPE OF WORK.

(1)Interior Finishes Boards

Prepare and submit for approval two different interior building finishes schemes (Scheme A & B) of comparable quality. It is

recommended the Contractor meet with and/or discusses the interior finishes with the Government prior to preparation of the individual schemes to be submitted for review and selection. Two (2) copies each of the Scheme A and Scheme B original building finishes boards shall be submitted.

At a minimum, Scheme A & B Building Finishes Color boards shall include original color samples of the following:

All wall finishes (paint, vinyl, tile, etc.). Provide information regarding tile patterns, etc. where applicable.
All flooring finishes (carpet, tile, vinyl composite tile, etc.). Provide information regarding tile patterns where applicable.
All ceiling finishes (acoustic tile, paint, etc.)
All millwork materials and finishes (cabinets, counter tops, etc).

Each item on the Finishes Boards shall be identified and keyed to the floor plans to provide a clear indication of how and where each item will be used.

At the conclusion of the 65% Design Phase (after comments have been incorporated in the design), the Government will select and direct the Contractor to proceed with one of the schemes presented.

(2) Exterior Finish Boards

Prepare and submit for approval two copies (boards) of the proposed exterior building materials.

At a minimum, the Exterior Building Materials Board shall include original color samples of the following:

Roofing Material
Brick Samples
Precast Panel
Granite
Glass
Pavers
Exposed exterior metals
Window & door finishes
Specialty items

Each item on the Exterior Building Materials Board shall be identified and keyed to the building elevations to provide a clear indication of how and where each item will be used.

At the conclusion of the 65% Design Phase (after comments have been incorporated in the design), the Government will direct the Contractor to proceed with the exterior finishes.

3.11 COMPREHENSIVE INTERIOR DESIGN (CID)(THESE REQUIREMENTS APPLY WHEN THE TASK ORDER SCOPE OF WORK SO INDICATES)

3.11.1 Provide CID according to LDDG App J.

3.11.2 Prepare and submit for approval two copies (3-ring binder format) of the proposed Comprehensive Interior Design. Two schemes of materials

color & pattern selections shall be prepared to coordinate with the Building Finishes Schemes A & B.

3.11.3 At a minimum, the CID submittal shall include the following:

Floor Plans showing locations and quantities of all *freestanding furniture* proposed for the building. Each room shall be keyed to a large scale Furniture Placement Plan showing the furniture configuration, and providing a detailed inventory (manufacturers product number & description) of all furniture.

Floor Plans showing the locations and quantities of all *systems furniture* proposed for the building. Each workstation shall be keyed to a large scale Systems Furniture Inventory Drawing showing the workstation configuration, and providing a detailed inventory (manufacturers product number & description) of all workstation components and amenities.

Illustration Sheets (keyed to the Freestanding Furniture Plans) shall be provided for each piece of furniture. Illustration sheets shall include the following information: Item name, Room location, Finishes Samples (including product name & number), plan Key code, Description, and Illustration.

Artwork Placement Plans showing the location, quantities of all proposed artwork. Each piece of artwork shall be keyed to a quantitative listing describing the type of artwork, size, theme and any special requirements.

Interior Signage Location Plans showing location and quantities of all interior signage. Each interior sign shall be keyed to a quantitative list indicating size, quantity of each type and signage text.

Interior Window Shade Plans showing location and quantities of all interior shades. Each interior shade shall be keyed to a list indicating the window type, shade size, and shade type.

3.11.4 At the conclusion of the 65% Design Phase (after comments have been incorporated in the design), the Government will select and direct the Contractor to proceed with one of the materials color and pattern schemes presented.

3.12 PHOTOGRAPHY(THESE REQUIREMENTS APPLY WHEN THE TASK ORDER SCOPE OF WORK SO INDICATES)

3.12.3 Contractor shall be required to provide a color rendering, in tempra media, and photos of the building exterior as follows:

- 1 - 18" x 24" color original framed & matted behind glass
- 1 - 18" x 24" color copy framed & matted behind glass
- 3 - 8" x 10" color view graph slides
  - 3 - 35mm color slides
- 3 - 35mm color negatives
- 5 - Framed 8" x 10" color photographs framed & matted behind glass

3.13 FINAL INSTALLED PROJECT DOCUMENTATION

3.13.1 Final installed project documentation shall include:

Shop Drawings - one set of sepia or mylar drawings capable of reproduction and four sets of prints showing the proposed systems furniture/prewired workstation

Installation for the entire project. The drawings shall be at a scale of 1/4" - 1'-0" and shall include:

a. Floor plans of all floors showing all workstations and all system furniture core units and components. Identify all workstations by workstation type.

b. Dimensioned workstation isometrics or elevations with all components identified by the manufacturer's catalog numbers.

c. Floor plans dimensioned from finished face of walls, columns and partitions and keyed to a furniture schedule describing colors, finishes, sizes and types. Floor plans shall include all power poles, base power inlets, necessary wall mounted molding and all activated electrical outlets.

d. Floor plans showing all EDP wiring and equipment locations.

e. Floor plans showing all local area network wiring and equipment.

Manufacturer's Literature:

a. Three sets of product assembly manuals which describe assembly and reconfiguration procedures.

b. Three sets of product maintenance manuals which describe proper cleaning and minor repair procedures.

Inventory Listing - one complete listing of all installed CID items installed by the Contractor (except waste receptacles and paper management accessories) shall be provided within 60 days after completion of the installation.

3.14 ARTWORK SUBMISSION REQUIREMENTS

3.14.1 Artwork Submission Requirements will be detailed in each Task Order SCOPE OF WORK.

-- End of Section --

SECTION 01312L

QUALITY CONTROL SYSTEM (QCS-RMS)
12/03

PART 1 GENERAL

1.1 GENERAL

The Government will use the Resident Management System for Windows (RMS) to assist in its monitoring and administration of each Task Order unless the requirement is not included within the Task Order SCOPE OF WORK. The Contractor shall use the Government-furnished Construction Contractor Module of RMS, referred to as QCS, to record, maintain, and submit various information throughout each Task Order period. The Contractor module, user manuals, updates, and training information can be downloaded from the RMS web site. This joint Government-Contractor use of RMS and QCS will facilitate electronic exchange of information and overall management of the contract. QCS provides the means for the Contractor to input, track, and electronically share information with the Government in the following areas:

Administration
Finances
Quality Control
Submittal Monitoring
Scheduling
Import/Export of Data

1.1.1 Correspondence and Electronic Communications

For ease and speed of communications, both Government and Contractor will, to the maximum extent feasible, exchange correspondence and other documents in electronic format. Correspondence, pay requests and other documents comprising the official contract record shall also be provided in paper format, with signatures and dates where necessary. Paper documents will govern, in the event of discrepancy with the electronic version.

1.1.2 Other Factors

Particular attention is directed to Contract Clause, "Schedules for Construction Contracts", Contract Clause, "Payments", Section 01320L, PROJECT SCHEDULE, Section 01330L, SUBMITTAL PROCEDURES, Section 01331L, SUBMITTAL PROCEDURES for DESIGN/ BUILD, and Section 01451L, CONTRACTOR QUALITY CONTROL, and 01453L, CONTRACTOR QUALITY CONTROL for DESIGN/ BUILD which have a direct relationship to the reporting to be accomplished through QCS. Also, there is no separate payment for establishing and maintaining the QCS database; all costs associated therewith shall be included in the contract pricing for the work.

1.2 QCS SOFTWARE

QCS is a Windows-based program that can be run on a stand-alone personal computer or on a network. The Government will make available the QCS software to the Contractor after award of the construction contract. Prior to the Pre-Construction Conference, the Contractor shall be responsible to download, install and use the latest version of the QCS software from the

Government's RMS Internet Website. Upon specific justification and request by the Contractor, the Government can provide QCS on 3-1/2 inch high-density diskettes or CD-ROM. Any program updates of QCS will be made available to the Contractor via the Government RMS Website as they become available.

1.3 SYSTEM REQUIREMENTS

The following listed hardware and software is the minimum system configuration that the Contractor shall have to run QCS:

Hardware

IBM-compatible PC with 500 MHz Pentium or higher processor

128+ MB RAM for workstation / 256+ MB RAM for server

1 GB hard drive disk space for sole use by the QCS system

3 1/2 inch high-density floppy drive

Compact disk (CD) Reader, 8x speed or higher

SVGA or higher resolution monitor (1024 x 768, 256 colors)

Mouse or other pointing devise

Windows compatible printer (Laser printer must have 4+ MB of RAM)

Connection to the Internet, minimum 56 BPS

Software

MS Windows 98, ME, NT, or 2000

Word Processing software compatible with MS Word 97 or newer

Latest version of : Netscape Navigator, Microsoft Internet Explorer, or other browser that supports HTML 4.0 or higher

Electronic mail (E-mail), MAPI compatible

Virus protection software that is regularly upgraded with all issued manufacturer's updates

1.4 RELATED INFORMATION

1.4.1 QCS User Guide

After each Task Order award, the Contractor shall download instructions for the installation and use of QCS from the Government RMS Internet Website; the Contractor can obtain the current address from the Government. In case of justifiable difficulties, the Government will provide the Contractor with a CD-ROM containing these instructions.

1.4.2 Contractor Quality Control(CQC) Training

The use of QCS will be discussed with the Contractor's QC System Manager during the mandatory CQC Training class.

1.5 CONTRACT DATABASE

Prior to each Task Order pre-construction conference, the Government shall provide the Contractor with basic contract award data to use for QCS. The Government will provide data updates to the Contractor as needed, generally by files attached to E-mail. These updates will generally consist of submittal reviews, correspondence status, QA comments, and other administrative and QA data.

1.6 DATABASE MAINTENANCE

The Contractor shall establish, maintain, and update data for the contract in the QCS database throughout the duration of the contract. The Contractor shall establish and maintain the QCS database at the Contractor's site office. Data updates to the Government shall be submitted by E-mail with file attachments, e.g., daily reports, schedule updates, payment requests. If permitted by the Contracting Officer, a data diskette or CD-ROM may be used instead of E-mail (see Paragraph DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM). The QCS database typically shall include current data on the following items:

1.6.1 Administration

1.6.1.1 Contractor Information

The database shall contain the Contractor's name, address, telephone numbers, management staff, and other required items. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver Contractor administrative data in electronic format via E-mail.

1.6.1.2 Subcontractor Information

The database shall contain the name, trade, address, phone numbers, and other required information for all subcontractors. A subcontractor must be listed separately for each trade to be performed. Each subcontractor/trade shall be assigned a unique Responsibility Code, provided in QCS. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver subcontractor administrative data in electronic format via E-mail.

1.6.1.3 Correspondence

All Contractor correspondence to the Government shall be identified with a serial number. Correspondence initiated by the Contractor's site office shall be prefixed with "S". Letters initiated by the Contractor's home (main) office shall be prefixed with "H". Letters shall be numbered starting from 0001. (e.g., H-0001 or S-0001). The Government's letters to the Contractor will be prefixed with "C".

1.6.1.4 Equipment

The Contractor's QCS database shall contain a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates.

1.6.1.5 Management Reporting

QCS includes a number of reports that Contractor management can use to track the status of the project. The value of these reports is reflective of the quality of the data input, and is maintained in the various sections of QCS. Among these reports are: Progress Payment Request worksheet, QA/QC comments, Submittal Register Status, Three-Phase Inspection checklists.

1.6.2 Finances

1.6.2.1 Pay Activity Data

The QCS database shall include a list of pay activities that the Contractor shall develop in conjunction with the construction schedule. The sum of all pay activities shall be equal to the total Task Order amount, including modifications. Pay activities shall be grouped by Task Order Line Item Number (TOLIN), and the sum of the activities shall equal the amount of each CLIN. The total of all TOLINs equals the Task Order Amount.

1.6.2.2 Payment Requests

All progress payment requests shall be prepared using QCS. The Contractor shall complete the payment request worksheet and include it with the payment request. The work completed under the Task Order, measured as percent or as specific quantities, shall be updated at least monthly. After the update, the Contractor shall generate a payment request report using QCS. The Contractor shall submit the payment requests with supporting data by E-mail with file attachment(s). If permitted by the Contracting Officer, a data diskette may be used instead of E-mail. A signed paper copy of the approved payment request is also required, which shall govern in the event of discrepancy with the electronic version.

1.6.3 Quality Control (QC)

QCS provides a means to track implementation of the 3-phase QC Control System, prepare daily reports, identify and track deficiencies, document progress of work, and support other contractor QC requirements. The Contractor shall maintain this data on a daily basis. Entered data will automatically output to the QCS generated daily report. The Contractor shall provide the Government a Task Order Specific, Contractor Quality Control (CQC) Plan within the time required in Section 01451L, CONTRACTOR QUALITY CONTROL, or 01453L, CONTRACTOR QUALITY CONTROL for DESIGN/ BUILD. Within seven calendar days of Government acceptance, the Contractor shall submit a data diskette or CD-ROM reflecting the information contained in the accepted Task Order Specific CQC Plan: schedule, pay activities, features of work, submittal register, QC requirements, and equipment list.

1.6.3.1 Daily Contractor Quality Control (CQC) Reports.

QCS includes the means to produce the Daily CQC Report. The Contractor may use other formats to record basic QC data. However, each Task Order Daily CQC Report generated by QCS shall be the Contractor's official report. Data from any supplemental reports by the Contractor shall be summarized and consolidated onto the QCS-generated Daily CQC Report. Daily CQC Reports shall be submitted as required by Section 01451L, CONTRACTOR QUALITY CONTROL or 01453L, CONTRACTOR QUALITY CONTROL for DESIGN/ BUILD. Reports shall be

submitted electronically to the Government using E-mail or diskette within 24 hours after the date covered by the report. Use of either mode of submittal shall be coordinated with the Government representative. The Contractor shall also provide the Government a signed, printed copy of the daily CQC report.

1.6.3.2 Deficiency Tracking.

The Contractor shall use QCS to track deficiencies for each Task Order. Deficiencies identified by the Contractor will be numerically tracked using QC punch list items. The Contractor shall maintain a current log of its QC punch list items in the QCS database. The Government will log the deficiencies it has identified using its QA punch list items. The Government's QA punch list items will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of both QC and QA punch list items.

1.6.3.3 Three-Phase Control Meetings

The Contractor shall maintain scheduled and actual dates and times of preparatory and initial control meetings in QCS for each Task Order.

1.6.3.4 Accident/Safety Tracking.

The Government will issue safety comments, directions, or guidance whenever safety deficiencies are observed for each Task Order. The Government's safety comments will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of the safety comments. In addition, the Contractor shall utilize QCS to advise the Government of any accidents occurring on the jobsite. This brief supplemental entry is not to be considered as a substitute for completion of mandatory reports, e.g., ENG Form 3394 and OSHA Form 200 or OSHA Form 300.

1.6.3.5 Features of Work

The Contractor shall include a complete list of the features of work in each Task Order QCS database. A feature of work may be associated with multiple pay activities. However, each pay activity (see subparagraph "Pay Activity Data" of paragraph "Finances") will only be linked to a single feature of work.

1.6.3.6 QC Requirements

The Contractor shall develop and maintain a complete list of QC testing, transferred and installed property, and user training requirements in each Task Order QCS. The Contractor shall update all data on these QC requirements as work progresses, and shall promptly provide this information to the Government via QCS.

1.6.4 Submittal Management

The Government will provide for each Task Order the initial submittal register, ENG Form 4288, SUBMITTAL REGISTER, in electronic format. Thereafter, the Contractor shall maintain a complete list of all submittals, including completion of all data columns. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. The Contractor shall use QCS to track and transmit all

submittals. ENG Form 4025, submittal transmittal form, and the submittal register update, ENG Form 4288, shall be produced using QCS. RMS will be used to update, store and exchange submittal registers and transmittals, but will not be used for storage of actual submittals.

1.6.5 Schedule

The Contractor shall develop a construction schedule for each Task Order consisting of pay activities, in accordance with Contract Clause "Schedules for Construction Contracts", or Section 01320L, PROJECT SCHEDULE, as applicable. This schedule shall be input and maintained in the QCS database for each Task Order either manually or by using the Standard Data Exchange Format (SDEF) (see Section 01320L PROJECT SCHEDULE). The updated schedule data shall be included with each pay request submitted by the Contractor.

1.6.6 Import/Export of Data

QCS includes the ability to export Contractor data to the Government and to import submittal register and other Government-provided data, and schedule data using SDEF.

1.7 IMPLEMENTATION

Contractor use of QCS as described in the preceding paragraphs is mandatory. The Contractor shall ensure that sufficient resources are available to maintain its QCS database for each Task Order, and to provide the Government with regular database updates. QCS shall be an integral part of the Contractor's management of quality control.

1.8 DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM

The Government-preferred method for Contractor's submission of updates, payment requests, correspondence and other data is by E-mail with file attachment(s). For locations where this is not feasible, the Contracting Officer may permit use of computer diskettes or CD-ROM for data transfer. Data on the disks or CDs shall be exported using the QCS built-in export function. If used, diskettes and CD-ROMs will be submitted in accordance with the following:

1.8.1 File Medium

The Contractor shall submit required data on 3-1/2 inch double-sided high-density diskettes formatted to hold 1.44 MB of data, capable of running under Microsoft Windows 95 or newer. Alternatively, CD-ROMs may be used. They shall conform to industry standards used in the United States. All data shall be provided in English.

1.8.2 Disk or CD-ROM Labels

The Contractor shall affix a permanent exterior label to each diskette and CD-ROM submitted. The label shall indicate in English, the QCS file name, full contract number, contract name, project location, data date, name and telephone number of person responsible for the data.

1.8.3 File Names

The Government will provide the file names to be used by the Contractor for each Task Order with the QCS software.

1.9 MONTHLY COORDINATION MEETING

The Contractor shall update the QCS database each workday for each Task Order. At least monthly, the Contractor for each Task Order shall generate and submit an export file to the Government with schedule update and progress payment request. As required in Contract Clause "Payments", at least one week prior to submittal, the Contractor shall meet with the Government representative to review the planned progress payment data submission for errors and omissions.

The Contractor shall make all required corrections prior to Government acceptance of the export file and progress payment request. Payment requests accompanied by incomplete or incorrect data submittals will be returned. The Government will not process progress payments until an acceptable QCS export file is received.

1.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the requirements of this specification. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification.

-- End of Section --

SECTION 01320L

PROJECT SCHEDULE
12/03

PART 1 GENERAL

This specification section will be used unless the Task Order SCOPE OF WORK indicated otherwise.

1.1 REFERENCES

The publications listed below form a part of the specification to the extent referenced. The publications are referenced in the text by basic designation only.

U.S. ARMY CORPS OF ENGINEERS (USACE) ER 1-1-11 (1995)
Progress, Schedules, and Network Analysis Systems

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01331L SUBMITTAL PROCEDURES FOR DESIGN/BUILD:

SD-01 Preconstruction Submittals

Initial Project Schedule; G,ED. Preliminary Project Schedule; [_____]. .

Two copies of the schedules showing codes, values, categories, numbers, items, etc., as required.

Qualifications; [_____].

Documentation showing qualifications of personnel preparing schedule reports.

SD-05 Design Data

Narrative Report; [_____]. Schedule Reports; [_____].

Two copies of the reports showing numbers, descriptions, dates, float, starts, finishes, durations, sequences, etc., as required.

Periodic Schedule Updates; G.

Two copies of the schedules showing codes, values, categories, numbers, items, etc., as required.

1.3 QUALIFICATIONS

The Contractor shall designate an authorized representative who shall be responsible for the preparation of all required project schedule reports.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

Pursuant to the Contract Clause, SCHEDULE FOR CONSTRUCTION CONTRACTS, a Project Schedule as described below shall be prepared for each Task Order unless not required by an individual Task Order SCOPE OF WORK. The scheduling of construction shall be the responsibility of the Contractor. Contractor management personnel shall actively participate in its development. Subcontractors and suppliers working on the project shall also contribute in developing and maintaining an accurate Project Schedule. The approved Project Schedule shall be used to measure the progress of the work, to aid in evaluating time extensions, and to provide the basis of all progress payments.

3.2 BASIS FOR PAYMENT

The schedule shall be the basis for measuring Contractor progress. Lack of an approved schedule or scheduling personnel will result in an inability of the Contracting Officer to evaluate Contractor's progress for the purposes of payment. Failure of the Contractor to provide all information, as specified below, shall result in the disapproval of the entire Project Task Order Schedule submission and the inability of the Contracting Officer to evaluate Contractor progress for payment purposes. In the absence of an approved schedule, the Contracting Officer may withhold approval of requests for progress payments. In the case where Project Task Order Schedule revisions have been directed by the Contracting Officer and those revisions have not been included in the Project Task Order Schedule, the Contracting Officer may hold retainage up to the maximum allowed by Task Order, each payment period, until revisions to the Project Task Order Schedule have been made.

3.3 PROJECT SCHEDULE

The computer software system utilized by the Contractor to produce the Project Task Order Schedule shall be capable of providing all requirements of this specification. Failure of the Contractor to meet the requirements of this specification shall result in the disapproval of the schedule. Manual methods used to produce any required information shall require approval by the Contracting Officer.

3.3.1 Use of the Critical Path Method

The Critical Path Method (CPM) of network calculation shall be used to generate the Project Task Order Schedule. The Contractor shall provide the Project Task Order Schedule in the Precedence Diagram Method (PDM).

3.3.2 Level of Detail Required

The Project Task Order Schedule shall include an appropriate level of detail. Failure to develop or update the Project Task Order Schedule or provide data to the Contracting Officer at the appropriate level of detail,

as specified by the Contracting Officer, shall result in the disapproval of the schedule. The Contracting Officer will use, but is not limited to, the following conditions to determine the appropriate level of detail to be used in the Project Task Order Schedule:

3.3.2.1 Activity Durations

Contractor submissions shall follow the direction of the Contracting Officer regarding reasonable activity durations. Reasonable durations are those that allow the progress of activities to be accurately determined between payment periods (usually less than 2 percent of all non-procurement activities' Original Durations are greater than 20 days).

3.3.2.2 Procurement Activities

Tasks related to the procurement of long lead materials or equipment shall be included as separate activities in the project schedule. Long lead materials and equipment are those materials that have a procurement cycle of over 90 days. Examples of procurement process activities include, but are not limited to: submittals, approvals, procurement, fabrication, and delivery.

3.3.2.3 Critical Activities

The following activities shall be listed as separate line activities on the Contractor's project schedule:

a. Submission and approval of mechanical/electrical layout drawings.

b. Submission and approval of O & M manuals.

c. Submission and approval of as-built drawings.

d. Submission and approval of 1354 data and installed equipment lists.

e. Submission and approval of testing and air balance (TAB).

f. Submission of TAB specialist design review report.

g. Submission and approval of fire protection specialist.

h. Submission and approval of testing and balancing of HVAC plus commissioning plans and data.

i. Air and water balance dates.

j. HVAC commissioning dates.

k. Controls testing plan.

l. Controls testing.

m. Performance Verification testing.

n. Other systems testing, if required.

o. Prefinal inspection.

p. Correction of punchlist from prefinal inspection.

q. Final inspection.

3.3.2.4 Government Activities

Government and other agency activities that could impact progress shall be shown. These activities include, but are not limited to: approvals, inspections, utility tie-in, Government Furnished Equipment (GFE) and Notice to Proceed (NTP) for phasing requirements.

3.3.2.5 Responsibility

All activities shall be identified in the Project Task Order Schedule by the party responsible to perform the work. Responsibility includes, but is not limited to, the subcontracting firm, contractor work force, or government agency performing a given task. Activities shall not belong to more than one responsible party. The responsible party for each activity shall be identified by the Responsibility Code.

3.3.2.6 Work Areas

All activities shall be identified in the Project Task Order Schedule by the work area in which the activity occurs. Activities shall not be allowed to cover more than one work area. The work area of each activity shall be identified by the Work Area Code.

3.3.2.7 Modification or Claim Number

Any activity that is added or changed by a Task Order modification or used to justify claimed time shall be identified by a mod or claim code that changed the activity. Activities shall not belong to more than one modification or claim item. The modification or claim number of each activity shall be identified by the Mod or Claim Number. Whenever possible, changes shall be added to the schedule by adding new activities. Existing activities shall not normally be changed to reflect modifications.

3.3.2.8 Bid Item

All activities shall be identified in the Project Task Order Schedule by the Bid Item to which the activity belongs. An activity shall not contain work in more than one bid item. The bid item for each appropriate activity shall be identified by the Bid Item Code.

3.3.2.9 Phase of Work

All activities shall be identified in the Project Task Order Schedule by the phases of work in which the activity occurs. Activities shall not contain work in more than one phase of work. The project phase of each activity shall be by the unique Phase of Work Code.

3.3.2.10 Category of Work

All Activities shall be identified in the Project Task Order Schedule according to the category of work which best describes the activity.

Category of work refers, but is not limited, to the procurement chain of activities including such items as submittals, approvals, procurement, fabrication, delivery, installation, start-up, and testing. The category of work for each activity shall be identified by the Category of Work Code.

3.3.2.11 Feature of Work

All activities shall be identified in the Project Task Order Schedule according to the feature of work to which the activity belongs. Feature of work refers, but is not limited to, a work breakdown structure for the project. The feature of work for each activity shall be identified by the Feature of Work Code.

3.3.3 Schedule Project Task Order Completion

The schedule interval shall extend from the Task Order NTP to the completion date.

3.3.3.1 Project Task Order Start Date

The schedule shall start no earlier than the date on which the NTP was acknowledged. The Contractor shall include as the first activity in the Project Task Order Schedule an activity called "Start Project". The "Start Project" activity shall have an "ES" constraint date equal to the date that the NTP was acknowledged, and a zero day duration.

3.3.3.2 Constraint of Last Activity

Completion of the last activity in the schedule shall be constrained by the Task Order completion date. Calculation on project updates shall be such that if the early finish of the last activity falls after the Task Order completion date, then the float calculation shall reflect a negative float on the critical path. The Contractor shall include as the last activity in the Project Task Order Schedule an activity called "End Project". The "End Project" activity shall have an "LF" constraint date equal to the completion date for the project, and a zero day duration.

3.3.3.3 Early Project Completion

In the event the Project Task Order Schedule shows completion of the project prior to the Task Order completion date, the Contractor shall identify those activities that have been accelerated and/or those activities that are scheduled in parallel to support the Contractor's "early" completion. Contractor shall specifically address each of the activities noted in the narrative report at every Project Task Order Schedule update period to assist the Contracting Officer in evaluating the Contractor's ability to actually complete prior to the Task Order period.

3.3.4 Interim Completion Dates

Contractually specified interim completion dates shall also be constrained to show negative float if the early finish date of the last activity in that phase falls after the interim completion date.

3.3.4.1 Start Phase

The Contractor shall include as the first activity for a project phase an activity called "Start Phase X" where "X" refers to the phase of work. The "Start Phase X" activity shall have an "ES" constraint date equal to the date on which the NTP was acknowledged, and a zero day duration.

3.3.4.2 End Phase

The Contractor shall include as the last activity in a project phase an activity called "End Phase X" where "X" refers to the phase of work. The "End Phase X" activity shall have an "LF" constraint date equal to the completion date for the project, and a zero day duration.

3.3.4.3 Phase X

The Contractor shall include a hammock type activity for each project phase called "Phase X" where "X" refers to the phase of work. The "Phase X" activity shall be logically tied to the earliest and latest activities in the phase.

3.3.5 Default Progress Data Disallowed

Actual Start and Finish dates shall not be automatically updated by default mechanisms that may be included in CPM scheduling software systems. Actual Start and Finish dates on the CPM schedule shall match those dates provided from Contractor Quality Control Reports. Failure of the Contractor to document the Actual Start and Finish dates on the Daily Quality Control report for every in-progress or completed activity, and failure to ensure that the data contained on the Daily Quality Control reports is the sole basis for schedule updating shall result in the disapproval of the Contractor's schedule and the inability of the Contracting Officer to evaluate Contractor progress for payment purposes. Updating of the percent complete and the remaining duration of any activity shall be independent functions. Program features which calculate one of these parameters from the other shall be disabled.

3.3.6 Out-of-Sequence Progress

Activities that have posted progress without all preceding logic being satisfied (Out-of-Sequence Progress) will be allowed only on a case-by-case approval of the Contracting Officer. The Contractor shall propose logic corrections to eliminate all out of sequence progress or justify not changing the sequencing for approval prior to submitting an updated project schedule.

3.3.7 Negative Lags

Lag durations contained in the Project Task Order Schedule shall not have a negative value.

3.4 PROJECT TASK ORDER SCHEDULE SUBMISSIONS

The Contractor shall provide the submissions as described below. The data disk, reports, and network diagrams required for each submission are contained in paragraph SUBMISSION REQUIREMENTS.

3.4.1 Preliminary Project Task Order Schedule Submission

The Preliminary Project Task Order Schedule, defining the Contractor's planned operations for the first [60] [_____] calendar days shall be submitted for approval within [20] [_____] calendar days after the NTP is acknowledged. The approved preliminary schedule shall be used for payment purposes not to exceed [60] [_____] calendar days after NTP.

3.4.2 Initial Project Task Order Schedule Submission

The Initial Project Task Order Schedule shall be submitted for approval within [40] [_____] calendar days after Task Order NTP. The schedule shall provide a reasonable sequence of activities which represent work through the entire project and shall be at a reasonable level of detail. The Contractor shall participate in a review and evaluation of the proposed network diagrams and analysis by the Contracting Officer. Any revisions necessary as a result of this review shall be resubmitted for approval of the Contracting Officer within ten (10) calendar days after the preconstruction conference. The approved schedule shall then be the schedule to be used by the Contractor for planning, organizing and directing the work and for reporting progress. If the Contractor thereafter desires to make changes in his method of operating and scheduling he shall notify the Contracting Officer in writing stating the reasons for the change. If the Contracting Officer considers these changes to be of a major nature, he may require the Contractor to revise and submit for approval, without additional cost to the Government, all or the affected portion of the detailed diagrams and mathematical analysis and the summary diagram to show the effect on the entire project. A change may be considered of major nature if the time estimated to be required or actually used for an activity or the logic of sequence of activities is varied from the original plan to a degree that there is a reasonable doubt as to the effect on the Task Order completion date or dates. Any change in schedule or execution of work which changes the relationship of any activities on the critical path or a near-critical path (path whose float is within 30 days of the float on the critical path) shall be considered a major change. Changes which affect activities with adequate slack time shall be considered as minor changes, except that an accumulation of minor changes may be considered a major change when their cumulative effect might affect the completion date.

3.4.3 Periodic Schedule Updates

Based on the result of progress meetings, specified in "Periodic Progress Meetings," the Contractor shall submit periodic schedule updates. These submissions shall enable the Contracting Officer to assess Contractor's progress. If the Contractor fails or refuses to furnish the information and project schedule data, which in the judgment of the Contracting Officer or authorized representative is necessary for verifying the Contractor's progress, the Contractor shall be deemed not to have provided an estimate upon which progress payment may be made.

3.4.4 Standard Activity Coding Dictionary

The Contractor shall use the activity coding structure defined in the Standard Data Exchange Format (SDEF) in ER 1-1-11, Appendix A. This exact structure is mandatory, even if some fields are not used.

3.5 SUBMISSION REQUIREMENTS

The following items shall be submitted by the Contractor for the preliminary submission, initial submission, and every periodic project schedule update throughout the life of the project in addition to the requirements for submission of schedules and reports in paragraph 1.2 "SUBMITTALS".:

3.5.1 Data Disks

[Two] [_____] data disks containing the project schedule shall be provided. Data on the disks shall adhere to the SDEF format specified in ER 1-1-11, Appendix A.

3.5.1.1 File Medium

Required data shall be submitted on 3.5 disks, formatted to hold 1.44 MB of data, under the MS-DOS Version 5. or 6.x, unless otherwise approved by the Contracting Officer.

3.5.1.2 Disk Label

A permanent exterior label shall be affixed to each disk submitted. The label shall indicate the type of schedule (Preliminary, Initial, Update, or Change), full Contract/Task Order number, project name, project location, data date, name and telephone number or person responsible for the schedule, and the MS-DOS version used to format the disk.

3.5.1.3 File Name

Each file submitted shall have a name related to either the schedule data date, project name, or Contract/Task Order number. The Contractor shall develop a naming convention that will ensure that the names of the files submitted are unique. The Contractor shall submit the file naming convention to the Contracting Officer for approval.

3.5.2 Narrative Report

A Narrative Report shall be provided with the preliminary, initial, and each update of the project schedule. This report shall be provided as the basis of the Contractor's progress payment request. The Narrative Report shall include: a description of activities along the [2] [_____] most critical paths, a description of current and anticipated problem areas or delaying factors and their impact, and an explanation of corrective actions taken or required to be taken. The narrative report is expected to relay to the Government, the Contractor's thorough analysis of the schedule output and its plans to compensate for any problems, either current or potential, which are revealed through that analysis.

3.5.3 Approved Changes Verification

Only Project Task Order Schedule changes that have been previously approved by the Contracting Officer shall be included in the schedule submission. The Narrative Report shall specifically reference, on an activity by activity basis, all changes made since the previous period and relate each change to documented, approved schedule changes.

3.5.4 Schedule Reports

The format for each activity for the schedule reports listed below shall contain: Activity Numbers, Activity Description, Original Duration, Remaining Duration, Early Start Date, Early Finish Date, Late Start Date, Late Finish Date, Total Float. Actual Start and Actual Finish Dates shall be printed for those activities in progress or completed.

3.5.4.1 Activity Report

A list of all activities sorted according to activity number on "J-NODE"/"I-NODE" as appropriate.

3.5.4.2 Logic Report

A list of Preceding and Succeeding activities for every activity in ascending order by activity number. Preceeding and succeeding activities shall include all information listed above in paragraph Schedule Reports. A blank line shall be left between each activity grouping.

3.5.4.3 Total Float Report

A list of all incomplete activities sorted in ascending order of total float. Activities which have the same amount of total float shall be listed in ascending order of Early Start Dates. Completed activities shall not be shown on this report.

3.5.4.4 Earnings Report

A compilation of the Contractor's Total Earnings on the project from the Task Order NTP until the most recent Monthly Progress Meeting. This report shall reflect the Earnings of specific activities based on the agreements made in the field and approved between the Contractor and Contracting Officer at the most recent Monthly Progress Meeting. Provided that the Contractor has provided a complete schedule update, this report shall serve as the basis of determining Contractor Payment. Activities shall be grouped by bid item and sorted by activity numbers. This report shall: sum all activities in a bid item and provide a bid item percent; and complete and sum all bid items to provide a total project percent complete. The printed report shall contain, for each activity: the Activity Number, Activity Description, Original Budgeted Amount, Total Quantity, Quantity to Date, Percent Complete (based on cost), and Earnings to Date.

3.5.5 Network Diagram

The network diagram shall be required on the initial schedule submission and on monthly schedule update submissions. The network diagram shall depict and display the order and interdependence of activities and the sequence in which the work is to be accomplished. The Contracting Officer will use, but is not limited to, the following conditions to review compliance with this paragraph:

3.5.5.1 Continuous Flow

Diagrams shall show a continuous flow from left to right with no arrows from right to left. The activity number, description, duration, and estimated earned value shall be shown on the diagram.

3.5.5.2 Project Milestone Dates

Dates shall be shown on the diagram for start of project, any Task Order required interim completion dates, and Task Order completion dates.

3.5.5.3 Critical Path

The critical path shall be clearly shown.

3.5.5.4 Banding

Activities shall be grouped to assist in the understanding of the activity sequence. Typically, this flow will group activities by category of work, work area and/or responsibility.

3.5.5.5 S-Curves

Earnings curves showing projected early and late earnings and earnings to date.

3.6 PERIODIC TASK ORDER PROGRESS MEETINGS

Task Order progress meetings to discuss payment shall include a monthly onsite meeting or other regular intervals mutually agreed to at the preconstruction conference. During this meeting the Contractor shall describe, on an activity by activity basis, all proposed revisions and adjustments to the Project Task Order Schedule required to reflect the current status of the Project Task Order. The Contracting Officer will approve activity progress, proposed revisions, and adjustments as appropriate.

3.6.1 Meeting Attendance

The Contractor's Project Manager and Scheduler shall attend the regular Task Order progress meeting.

3.6.2 Update Submission Following Task Order Progress Meeting

A complete update of the Project Task Order Schedule containing all approved progress, revisions, and adjustments, based on the regular Task Order progress meeting, shall be submitted not later than 4 working days after the monthly Task Order progress meeting.

3.6.3 Task Order Progress Meeting Contents

Update information, including Actual Start Dates, Actual Finish Dates, Remaining Durations, and Cost-to-Date shall be subject to the approval of the Contracting Officer. As a minimum, the Contractor shall address the following items on an activity by activity basis during each progress meeting.

3.6.3.1 Start and Finish Dates

The Actual Start and Actual Finish dates for each activity currently in-progress or completed .

3.6.3.2 Time Completion

The estimated Remaining Duration for each activity in-progress. Time-based progress calculations shall be based on Remaining Duration for each activity.

3.6.3.3 Cost Completion

The earnings for each activity started. Payment will be based on earnings for each in-progress or completed activity. Payment for individual activities will not be made for work that contains quality defects. A portion of the overall project amount may be retained based on delays of activities.

3.6.3.4 Logic Changes

All logic changes pertaining to Task Order NTP on change orders, change orders to be incorporated into the schedule, contractor proposed changes in work sequence, corrections to schedule logic for out-of-sequence progress, lag durations, and other changes that have been made pursuant to Task Order provisions shall be specifically identified and discussed.

3.6.3.5 Other Changes

Other changes required due to delays in completion of any activity or group of activities include: 1) delays beyond the Contractor's control, such as strikes and unusual weather. 2) delays encountered due to submittals, Government Activities, deliveries or work stoppages which make re-planning the work necessary. 3) Changes required to correct a schedule which does not represent the actual or planned prosecution and progress of the work.

3.7 REQUESTS FOR TIME EXTENSIONS

In the event the Contractor requests an extension of the Task Order completion date, or any interim milestone date, the Contractor shall furnish the following for a determination as to whether or not the Contractor is entitled to an extension of time under the provisions of the Task Order: justification, Project Task Order Schedule data, and supporting evidence as the Contracting Officer may deem necessary. Submission of proof of delay, based on revised activity logic, duration, and costs (updated to the specific date that the delay occurred) is obligatory to any approvals.

3.7.1 Justification of Delay

The Project Task Order Schedule shall clearly display that the Contractor has used, in full, all the float time available for the work involved with this request. The Contracting Officer's determination as to the number of allowable days of Task Order extension shall be based upon the Project Task Order Schedule updates in effect for the time period in question, and other factual information. Actual delays that are found to be caused by the Contractor's own actions, which result in the extension of the schedule, will not be a cause for a time extension to the Task Order completion date.

3.7.2 Submission Requirements

The Contractor shall submit a justification for each request for a change in the Task Order completion date of under 2 weeks based upon the most recent schedule update at the time of the Task Order NTP or constructive direction issued for the change. Such a request shall be in accordance with the requirements of other appropriate Contract Clauses and shall include, as a minimum:

a. A list of affected activities, with their associated Project Task Order Schedule activity number.

b. A brief explanation of the causes of the change.

c. An analysis of the overall impact of the changes proposed.

d. A sub-network of the affected area.

Activities impacted in each justification for change shall be identified by a unique activity code contained in the required data file.

3.7.3 Additional Submission Requirements

For any requested time extension of over 2 weeks, the Contracting Officer may request an interim update with revised activities for a specific change request. The Contractor shall provide this disk within 4 days of the Contracting Officer's request.

3.8 DIRECTED CHANGES

If the Task Order NTP is issued for changes prior to settlement of price and/or time, the Contractor shall submit proposed schedule revisions to the Contracting Officer within 2 weeks of the Task Order NTP being issued. The proposed revisions to the schedule will be approved by the Contracting Officer prior to inclusion of those changes within the Project Task Order Schedule. If the Contractor fails to submit the proposed revisions, the Contracting Officer may furnish the Contractor with suggested revisions to the Project Task Order Schedule. The Contractor shall include these revisions in the Project Task Order Schedule until revisions are submitted, and final changes and impacts have been negotiated. If the Contractor has any objections to the revisions furnished by the Contracting Officer, the Contractor shall advise the Contracting Officer within 2 weeks of receipt of the revisions. Regardless of the objections, the Contractor shall continue to update the schedule with the Contracting Officer's revisions until a mutual agreement in the revisions is reached. If the Contractor fails to submit alternative revisions within 2 weeks of receipt of the Contracting Officer's proposed revisions, the Contractor will be deemed to have concurred with the Contracting Officer's proposed revisions. The proposed revisions will then be the basis for an equitable adjustment for performance of the work.

3.9 OWNERSHIP OF FLOAT

Float available in the schedule, at any time, shall not be considered for the exclusive use of either the Government or the Contractor.

-- End of Section --

SECTION 01330L

SUBMITTAL PROCEDURES
12/03

PART 1 GENERAL

When Conventional Construction type Task Order are issued, use this specification section. When Design/Build Construction Task Orders are issued, refer to Section 01331L. When Service type Task Orders are issued, SUBMITTAL PROCEDURES section will be specified in the Task Order SCOPE OF WORK.

1.1 SUBMITTAL IDENTIFICATION

Submittals required will be for both Corporate and Task Order Site Specific. If the submittal is Corporate the contractor will be required to submit within 30 day upon award of this MATOC contract. If the submittal is Task Order Site Specific the contractor will be required to submit within 10 days of any Task Order award. Submittals required are identified by SD numbers and titles as follows:

SD-01 Preconstruction Submittals

A document, required of the Contractor, or through the Contractor, from a supplier, installer, manufacturer, or other lower tier Contractor, the purpose of which is to confirm the quality or orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel, qualifications, or other verifications of quality.

SD-02 Shop Drawings

Submittals which graphically show relationship of various components of the work, schematic diagrams of systems, details of fabrication, layouts of particular elements, connections, and other relational aspects of the work.

SD-03 Product Data

Preprinted manufacturer material describing a product, system, or material, such as catalog cuts.

SD-04 Samples

Samples, including both fabricated and un-fabricated physical examples of materials, products, and units of work as complete units or as portions of units of work.

SD-05 Design Data

Submittals, which provide calculations, descriptions, or documentation regarding the work.

SD-06 Test Reports

Reports of inspections or tests, including analysis and interpretation of test results.

SD-07 Certificates

Statement signed by an official authorized to certify on behalf of the manufacturer of a product, system or material, attesting that the product, system or material meets specified requirements. The statement must be dated after the award of the contract, must state the Contractor's name and address, must name the project and location, and must list the specific requirements, which are being certified.

SD-08 Manufacturer's Instructions

Preprinted material describing installation of a product, system or material; including special notices and material safety data sheets, if any, concerning impedances, hazards, and safety precautions.

SD-09 Manufacturer's Field Reports

Daily reports from specially suppliers to the contractor that provide information, data, tests result for a product.

SD-10 Operation and Maintenance Data

Data, which forms a part of an operation and maintenance manual.

SD-11 Closeout Submittals

All data, documentations, information, and drawings to achieve Task Order closeout.

SD-12 Schedules

All data, documentations, information, and drawings to achieve Task Order closeout.

SD-13 Records

Documentation to record compliance with technical or administrative requirements.

1.2 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.2.1 Government Approved or Accepted (G)

All submittals classified for Government Approval or Acceptance (G) are identified in the approved submittal register Form 4288. A code following the "G" designation indicates the action authority; codes of "RE" for Resident Engineer action, "ED" for Engineering action, and "AE" for Architect-Engineer action.

1.2.1.1 Government Approved

Government approval is required for all Task Order specification submittal items found in specifications having structural steel connections, extensions of design, Fire Protection/Life Safety, and Commissioning of HVAC, and other items as designated by the Contracting Officer. Government approval (G) is also required for all submittals designated as such in the

technical specifications. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings". The Government will review all submittals designated as deviating from the Solicitation or Accepted Proposal, as described below.

1.2.1.2 Government Accepted

Government acceptance applies to both Corporate and Task Order Site Specific submittals to the Quality Control Plan, the Accident Prevention Plan, and the Drug Free Workplace Certification. These submittals are within the terms of the Contract Clauses entitled "Inspection of Construction", "Accident Prevention", and "Drug Free Workplace" respectively. The Government will review all submittals designated as deviating from the Solicitation or Accepted Proposal, as described below.

1.2.2 Information Only

All Contractor submittals not requiring Government approval will be for information only. FIO submittals are identified in the approved submittal register Form 4288. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above. FIO Submittals will be retained at the project site and reviewed prior to Preparatory Meetings in accordance with Specification Section 01451L, CONTRACTOR QUALITY CONTROL.

1.3 APPROVED OR ACCEPTED SUBMITTALS

The Contracting Officer's approval or acceptance of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the Contractor Quality Control (CQC) requirements of this Task Order is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.4 DISAPPROVED OR NON-ACCEPTED SUBMITTALS

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause "Changes" shall be given promptly to the Contracting Officer.

1.5 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 GENERAL

The Contractor shall make submittals as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used on the Task Order drawings, or required per the Task Order documents. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with Task Order requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) System Manager and each item shall be stamped, signed, and dated by the Contractor's Quality Control CQC System Manager indicating action taken. Proposed deviations from the Task Order requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

3.2 SUBMITTAL REGISTER

At the end of Section 00850L, SPECIAL CLAUSES FOR TASK ORDERS, is a submittal register showing items of equipment and materials for which submittals are required by the specifications; this list may not be all inclusive and additional submittals may be required. The Contractor shall maintain a submittal register for the project Task Order in accordance with Section 01312L QUALITY CONTROL SYSTEMS (QCS-RMS) unless not required by the Task Order SCOPE OF WORK. The Government will provide the initial submittal register in electronic format. Thereafter, the Contractor shall maintain a complete list of all submittals, including completion of all data columns. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. The Contractor shall track all submittals. NOTE: The Contractor is required to add additional entries to the Submittal Register for all items requiring multiple submittals, including Formwork Shop Drawings per Lift, Concrete Reinforcement per Lift, Concrete Lift Drawings per Lift, Multiple Shop Assembly Drawings, etc. These entries should be made prior to original submission of the submittal register within 30 days of Task Order Notice to Proceed.

3.3 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 30 calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals. An additional 30 calendar days shall be allowed and shown on the register for review and approval of submittals for [food service equipment] [and] [refrigeration and HVAC control systems].

3.4 ALL SUBMITTALS WHICH EXCEED THE DETAIL SHOWN ON THE TASK ORDER DRAWINGS

a. Section 00850L, SPECIAL CLAUSES FOR TASK ORDERS, Paragraph "As-Built Drawings", also require submittal details or drawings which exceed that which is shown on the Task Order drawings to be transmitted in electronic format. All such submittals must include, along with the hard copy of the drawings required above, CADD files of the submittal in a commercially available format, such as Microstation or AutoCadd, for incorporating into as-built or record drawings.

b. These submittals include those that reflect structural details, foundation layouts, equipment, sizes, mechanical room layouts, and other similar data, including all extensions of design, which were not shown or have changed from the original drawings.

3.5 TRANSMITTAL FORM (ENG FORM 4025)

The sample transmittal form (ENG Form 4025) attached at the end of Section 00850L SPECIAL CLAUSES FOR TASK ORDERS shall be used for submitting both Government approved and information only submittals in accordance with the instructions on the reverse side of the form. These forms [will be furnished to the Contractor][are included in the QCS software that the Contractor is required to use for this Task Order]. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the Task Order drawings pertinent to the data submitted for each item.

3.6 SUBMITTAL PROCEDURE

Submittals shall be made as follows:

3.6.1 Procedures

The Contractor shall submit to the Contracting Officer eight (8) copies of all submittals of items requiring shop inspection and six (6) copies of all other submittals as called for under the various headings of these specifications.

3.6.2 Deviations

For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

3.7 CONTROL OF SUBMITTALS

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

3.8 GOVERNMENT APPROVED OR ACCEPTED SUBMITTALS

Upon completion of review of submittals requiring Government approval or acceptance, the submittals will be identified as having received approval or acceptance by being so stamped and dated. Three copies of the submittal will be retained by the Contracting Officer and three copies of the submittal will be returned to the Contractor.

3.9 INFORMATION ONLY SUBMITTALS

The Contractor is responsible for preparing and retaining two copies of all FIO submittals in a pair of "Government" files at the Contractor's field office. One copy of the FIO submittals will be used for historical record and transferred to the customer upon completion of the project. The second copy will be used for Quality Assurance reviews, but may be retained at the Government's field office at the discretion of the Quality Assurance Representative. Both files shall be maintained in good order and filed by specification section.

A minimum of 30 days in advance of the Approval Needed By date (Submittal Register, ENG Form 4288, Contractor Schedule Dates, Item "t") the Contractor shall submit only the transmittal form (ENG Form 4025-R) to the Government. The required submittal information shall be complete and available for review at the Contractor's field office. Government personnel will perform discretionary Quality Assurance reviews of the submittals as necessary to satisfy the Government that the Contractor's Quality Control system is providing the specified level of quality. Submittals that contain both Government Approval and Information Only items shall be processed as Government Approved Submittals. Submittals that do not meet the Task Order requirements will be assigned an "FX" action code by the Contracting Officer, and the submittal deficiencies will be forwarded to the Contractor. The Contractor shall resubmit for Government Approval and in accordance with Paragraph "Disapproved Submittals".

Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the Task Order. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

3.10 STAMPS

Stamps used by the Contractor on the submittal data to certify that the submittal meets Task Order requirements shall be similar to the following:

CONTRACATOR (Firm Name)
___ Approved/ Accepted
___ Approved/Accepted with corrections as noted on submittal data and/or attached sheet
SIGNATURE: _____
TITLE: _____
DATE: _____

-- End of Section --

SECTION 01331L

SUBMITTAL PROCEDURES FOR DESIGN/BUILD
12/03

PART 1 GENERAL

When Design/Build Construction Task Orders are issued, use this section. When Conventional Construction type Task Order are issued, refer to Section 01330L. When Service type Task Orders are issued, SUBMITTAL PROCEDURES section will be specified in the Task Order SCOPE OF WORK.

1.1 SUBMITTAL IDENTIFICATION

Submittals required will be both Corporate and Task Order Site Specific. If the submittal is Corporate the contractor will be required to submit within 30 day upon award of this contract. If the submittal is Site Specific the contractor will be required to submit within 10 days of any Task Order award. Submittals required are identified by SD numbers and titles as follows:

SD-01 Preconstruction Submittals

A document, required of the Contractor, or through the Contractor, from a supplier, installer, manufacturer, or other lower tier Contractor, the purpose of which is to confirm the quality or orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel, qualifications, or other verifications of quality.

SD-02 Shop Drawings

Submittals which graphically show relationship of various components of the work, schematic diagrams of systems, details of fabrication, layouts of particular elements, connections, and other relational aspects of the work.

SD-03 Product Data

Preprinted manufacturer material describing a product, system, or material, such as catalog cuts.

SD-04 Samples

Samples, including both fabricated and un-fabricated physical examples of materials, products, and units of work as complete units or as portions of units of work.

SD-05 Design Data

Submittals, which provide calculations, descriptions, or documentation regarding the work.

SD-06 Test Reports

Reports of inspections, or tests, including analysis and interpretation of test results.

SD-07 Certificates

Statement signed by an official authorized to certify on behalf of the manufacturer of a product, system or material, attesting that the product, system or material meets specified requirements. The statement must be dated after the award of the task order, must state the Contractor's name and address, must name the project and location, and must list the specific requirements, which are being certified.

SD-08 Manufacturer's Instructions

Preprinted material describing installation of a product, system or material; including special notices and material safety data sheets, if any, concerning impedances, hazards, and safety precautions.

SD-09 Manufacturer's Field Reports

Daily reports from specialty suppliers to the contractor that provide information, data, tests result for a product.

SD-10 Operation and Maintenance Data

Data, which forms a part of an operation and maintenance manual.

SD-11 Closeout Submittals

All data, documentations, information, and drawings to achieve Task Order closeout.

SD-12 Schedules

All data, documentations, information, and drawings to achieve Task Order closeout.

SD-13 Records

Documentation to record compliance with technical or administrative requirements.

1.2 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.2.1 Design Engineer of Record (EOR) Approved

EOR applies to individuals who have professional accountability and design responsibility for certain features of a Project Task Order involving one or more engineering and design discipline, such as architectural, structural, mechanical, or electrical. EOR approval is required for all required project design submittals as identified in section 01021L DESIGN SUBMISSION REQUIREMENTS FOR A TASK ORDER, extensions of design, critical materials, any deviations from the solicitation, the accepted proposal, or the completed design, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Included in this category of submittals are structural steel connections, critical fire protection and life safety items, [and commissioning of HVAC equipment whose compatibility with the entire system must be checked]. Within the terms of the Contract Clause entitled "Specifications and Drawings for

Construction," such submittals are considered to be "shop drawings". The Contractor shall provide the Government the number of copies, designated in paragraph "Submittal Procedure", of all Designer of Record approved submittals. The Government may review any or all Designer of Record approved submittals for conformance to the Solicitation and Accepted Proposal.

1.2.2 Government Reviewed Design or Extension of Design

Administrative Contracting Officer review is required for all design. Government review will be for conformance with the technical requirements of the solicitation and shall take place on all design submittals. Section 01021L DESIGN SUBMISSION REQUIREMENTS FOR A TASK ORDER covers the design submittal and review process in detail.

Government reviewed submittals (not to be confused with Government approved submittals) include structural connections, life safety/fire protection and other extension of design construction submittals, [and HVAC equipment commissioning] where additional detail is being provided to define Task Order conformity. Review is not required for submittals that offer no additional details beyond that which is already shown on the construction documents. Construction documents were already reviewed and accepted in accordance with Section 01021L DESIGN SUBMISSION REQUIREMENTS FOR TASK ORDERS. Government review shall not remove or replace design EOR design responsibility.

1.2.3 Government Approved or Acceptance

Submittals classified for Government Approval or Acceptance (G) are identified in the approved submittal register Form 4288. A code following the "G" designation indicates the action authority; codes of "RE" for Resident Engineer action, "ED" for Engineering action, and "AE" for Architect-Engineer action.

1.2.3.1 Government Approval

Administrative Contracting Officer approval is required for any deviations from the Solicitation, accepted proposal, or the accepted final design and other items as designated by the Contracting Officer's Representative. Within the terms of the Contract clause entitled "Specifications and Drawings for Construction," these submittals are considered to be "shop drawings."

1.2.3.2 Government Acceptance

Government acceptance applies to both Corporate and Task Order Site Specific submittals to the Quality Control Plan, the Accident Prevention Plan, and the Drug Free Workplace Certification. These submittals are within the terms of the Contract Clauses entitled "Inspection of Construction", "Accident Prevention", and "Drug Free Workplace" respectively. The Government will review all submittals designated as deviating from the Solicitation or Accepted Proposal, as described below.

1.2.4 Information Only

All submittals not requiring Designer of Record approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

1.3 CONTRACTOR RESPONSIBILITY FOR GOVERNMENT REVIEWED OR GOVERNMENT APPROVED SUBMITTALS

The Contracting Officer's Representative conformance review or approval of submittals shall not be construed as a complete check, but will indicate only that the design, general method of construction, materials, detailing and other information appear to meet the Solicitation and Accepted Proposal. Government review or approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the Design and Contractor's Quality Control (CQC) requirements of this contract/ Task Order is responsible for design, dimensions, all design extensions, such as the design of adequate connections and details, etc. and the satisfactory construction of all work. After submittals have been reviewed for conformance or approved, as applicable, by the Contracting Officer's Representative, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.4 DISAPPROVED OR NON-ACCEPTED SUBMITTALS

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract/ Task Order, a notice in accordance with the Contract Clause "Changes" shall be given promptly to the Contracting Officer.

1.5 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 DESIGN SUBMITTALS

The Contractor shall provide design documents submittals in accordance with Section 01021L DESIGN SUBMISSION REQUIREMENTS FOR A TASK ORDER.

3.1.1 Submittal Register (ENG Form 4288)

The Designer of Record shall develop a complete list of submittals during design. The Designer of Record shall identify required submittals in the specifications, and use the list to prepare the Submittal Register. The list may not be all inclusive and additional submittals may be required by other parts of the Task Order. The Contractor is required to complete the submittal register and submit it to the Contracting Officer for approval within 30 calendar days after Task Order Notice to Proceed. The approved submittal register will serve as a scheduling document for submittals and will be used to control submittal actions throughout the Task Order period. The submit dates and need dates used in the submittal register shall be coordinated with dates in the Contractor prepared progress schedule. Updates to the submittal register showing the Contractor action codes and actual dates with Government action codes and actual dates shall be submitted

monthly or until all submittals have been satisfactorily completed. When the progress schedule is revised, the submittal register shall also be revised and both submitted for approval.

3.1.2 Draft 1354

The DD Form 1354 Data Sheets contain a summary of project information used to transfer the facility to the owner agency. The data sheet is divided into two parts; Facility and Features within the 5 foot line and Features outside the 5 foot line. The Contractor shall meet with Government representatives (Construction Office Representative and installation representative) at the start of design to get direction and example documents, on the format and content of the Draft DD Form 1354. The draft form will be prepared as part of the final design documents and reviewed by the Government. The Contractor will then revise the form to reflect the comments received. At time of construction completion, the Draft DD Form 1354 will be updated by the Contractor to reflect as-constructed information. The final form is then submitted to the Government.

3.2 CONSTRUCTION SUBMITTALS

3.2.1 General

The Contractor shall make submittals as required by the specifications. The Contracting Officer's Representative may require submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the Task Order drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with Task Order requirements. See Section 00850L SPECIAL CLAUSES FOR TASK ORDERS, paragraph "AS-BUILT DOCUMENTS FOR DESIGN BUILD PROJECTS", for electronic submittal requirement for some shop drawings and other submittals. Prior to submittal, the Contractor's Quality Control (CQC) representative, and the Designer of Record, as applicable, shall check, approve and stamp, sign, and date each item, indicating action taken. Proposed deviations from the Task Order requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

3.2.2 Scheduling

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 30 calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals.

3.2.3 Transmittal Form (ENG FORM 4025)

The sample transmittal form (ENG Form 4025) attached at the end of Section 00850L SPECIAL CLAUSES FOR TASK ORDERS shall be used for submitting both Government approved and information only submittals in accordance with the instructions on the reverse side of the form. These blank forms [will be furnished to the Contractor] [are included in the QCS software that the Contractor is required to use for this Task Order.] This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the Task Order drawings pertinent to the data submitted for each item.

3.2.4 Submittal Procedure

Submittals shall be made as follows:

The Contractor shall submit to the Contracting Officer three (3) copies of all submittals of items requiring shop inspection and one (1) copy of all other submittals as called for under the various headings of these specifications.

3.2.4.1 Procedures

Detailed submittal procedures will be further discussed with the Contractor at the pre-construction conference.

3.2.4.2 Deviations

For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. As stated above, the Contractor's Designer of Record's approval is required for any proposed deviation. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

3.2.5 Control of Submittals

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register" so the material needed date is not threatened.

3.2.6 Government Conformance Review and Approved Submittals

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. One copy of the submittal will be retained by the Contracting Officer's Representative and two copies of the submittal will be returned to the Contractor. If the Government performs a conformance review of other Designer of Record approved submittals, the submittals will be so identified and returned, as described above.

3.2.7 Information Only Submittals

The Contractor is responsible for preparing and retaining two copies of all FIO submittals in a pair of "Government" files at the Contractor's field office. One copy of the FIO submittals will be used for historical record and transferred to the customer upon completion of the project. The second copy will be used for Quality Assurance reviews, but may be retained at the Government's field office at the discretion of the Quality Assurance Representative. Both files shall be maintained in good order and filed by specification section.

A minimum of 30 days in advance of the Approval Needed By date (Submittal Register, ENG Form 4288, Contractor Schedule Dates, Item "t") the contractor shall submit only the transmittal form (ENG Form 4025-R) to the Government. The required submittal information shall be complete and available for review at the Contractor's field office. Government personnel will perform discretionary Quality Assurance reviews of the submittals as necessary to satisfy the Government that the Contractor's Quality Control system is providing the specified level of quality. Submittals that contain both Government Approval and Information Only items shall be processed as Government Approved Submittals. Submittals that do not meet the Task Order requirements will be assigned an "FX" action code by the Contracting Officer, and the submittal deficiencies will be forwarded to the Contractor. The Contractor shall resubmit for Government Approval and in accordance with Paragraph 1.4.

Approval of the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the Task Order. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

3.2.8 Stamps

Stamps used by the Contractor's Designer of Record and the Contractor's designated Quality Control person on the submittal data to certify that the submittal meets Task Order requirements shall be similar to the following (use two stamps for submittals reviewed by both):

CONTRACTOR
(Firm Name)
_____ Approved/ Accepted
_____ Approved/ Accepted with corrections as noted on submittal data and/or sheet(s)
SIGNATURE: _____
TITLE: (DESIGNER OF RECORD)_____
DATE: _____

-- End of Section --

SECTION 01351L

SAFETY, HEALTH, AND EMERGENCY RESPONSE (HTRW/UST)
12/03

PART 1 GENERAL

When HTRW/UST Service type Task Orders are issued, this specification section shall apply. When Conventional Construction type or Design/Build Construction Task Orders are issued, use Section 01525L. Task Order SCOPE OF WORK will address the personnel required and their qualifications stated in paragraph 1.9.1. All other requirements shall apply unless the Task Order SCOPE OF WORK indicates otherwise.

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI Z358.1	(1998) Emergency Eyewash and Shower Equipment

AMERICAN PETROLEUM INSTITUTE (API)

API Pub 2219	(1999) Safe Operation of Vacuum Trucks in Petroleum Service
API RP 1604	(1996) Closure of Underground Petroleum Storage Tanks
API Std 2015	(2001) Requirements for Safe Entry and Cleaning of Petroleum Storage Tanks

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

10 CFR 20	Standards for Protection Against Radiation
29 CFR 1904	Recording and Reporting Occupational Injuries and Illnesses
29 CFR 1910	Occupational Safety and Health Standards
29 CFR 1910.120	Hazardous Waste Operations and Emergency Response
29 CFR 1926	Safety and Health Regulations for Construction
29 CFR 1926.65	Hazardous Waste Operations and Emergency Response

49 CFR 171	General Information, Regulations, and Definitions
49 CFR 172	Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information, and Training Requirements

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	(1996) U.S. Army Corps of Engineers Safety and Health Requirements Manual
ER 385-1-95	(2003) Safety and Health Requirements for Ordnance and Explosives (OE) Operations

NATIONAL INSTITUTE FOR OCCUPATIONAL SAFETY AND HEALTH (NIOSH)

NIOSH 85-115	(1985) Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities

1.2 DESCRIPTION OF WORK

This section requires contractors to implement practices and procedures for working safely and in compliance with OSHA and USACE regulation while performing cleanup activities on uncontrolled hazardous waste sites.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only or as otherwise designated. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section [01330L/01331L] SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

Work Zones; G, [_____]

Drawings including initial work zone boundaries: Exclusion Zone (EZ), including restricted and regulated areas; Contamination Reduction Zone (CRZ); and Support Zone (SZ). (Task Order Specific)

Decontamination Facilities; G, [_____]

Drawings showing the layout of the personnel and equipment decontamination [areas] [facilities]. (Task Order Specific)

SD-03 Product Data

Exposure Monitoring/Air Sampling Program

Personnel exposure monitoring/sampling results. (Task Order Specific)

Site Control Log

Record of each entry and exit into the site, as specified. (Task Order Specific)

Employee Certificates

A certificate for each worker performing cleanup operations with potential for contaminant-related occupational exposure signed by the safety and health manager and the occupational physician indicating the workers meet the training and medical surveillance requirements of this contract. (Task Order Specific)

1.4 REGULATORY REQUIREMENTS

Work performed under this contract shall comply with EM 385-1-1, OSHA requirements in 29 CFR 1910 and 29 CFR 1926, especially OSHA's Standards 29 CFR 1926.65 and 29 CFR 1910.120 and state specific OSHA requirements where applicable. Matters of interpretation of standards shall be submitted to the Contracting Officer for resolution before starting work. Where the requirements of this specification, applicable laws, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirements shall apply.

1.5 PRECONSTRUCTION SAFETY CONFERENCE

A preconstruction safety conference shall be conducted prior to the start of site activities and after submission of the contractor's APP/SSHP. The objective of the meeting will be to discuss health and safety concerns related to the impending work, discuss project health and safety organization and expectations, review and answer comments and concerns regarding the APP/SSHP or other health and safety concerns the contractor may have. The Contractor shall ensure that those individuals responsible for health and safety at the project level are available and attend this meeting.

1.6 ACCIDENT PREVENTION PLAN/SITE SAFETY AND HEALTH PLAN (APP/SSHP)

The Contractor shall develop and implement a Site Safety and Health Plan that shall be attached to the Accident Prevention Plan (APP) as an appendix (APP/SSHP). The APP/SSHP shall address all occupational safety and health hazards (traditional construction as well as contaminant-related hazards) associated with cleanup operations. The APP/SSHP shall cover each SSHP element in section 28.A.01 of EM 385-1-1 and each APP element in Appendix A of EM 385-1-1. There are overlapping elements in Section 28.A.01 and Appendix A of EM 385-1-1. SSHP appendix elements that overlap with APP elements need not be duplicated in the APP/SSHP provided each SOH issue receives adequate attention and is documented in the APP/SSHP. The APP/SSHP is a dynamic document, subject to change as project operations/execution change. The APP/SSHP will require modification to address changing and previously unidentified health and safety conditions. It is the Contractor's responsibility to ensure that the APP/SSHP is updated accordingly. Amendments to the APP/SSHP will be submitted to the COR as the APP/SSHP is updated. For long duration projects the APP/SSHP shall be

resubmitted to the COR annually for review. The APP/SSHP will contain all updates.

1.6.1 Acceptance and Modifications

Prior to submittal, the APP/SSHP shall be signed and dated by the Safety and Health Manager and the Site Superintendent. The APP/SSHP shall be submitted for review [_____] days prior to the Preconstruction Safety Conference. Deficiencies in the APP/SSHP will be discussed at the preconstruction safety conference, and the APP/SSHP shall be revised to correct the deficiencies and resubmitted for acceptance. Onsite work shall not begin until the plan has been accepted. A copy of the written APP/SSHP shall be maintained onsite. Changes and modifications to the accepted APP/SSHP shall be made with the knowledge and concurrence of the Safety and Health Manager, the Site Superintendent, and the Contracting Officer. Should any unforeseen hazard become evident during the performance of the work, the Site Safety and Health Officer (SSHO) shall bring such hazard to the attention of the Safety and Health Manager, the Site Superintendent, and the Contracting Officer for resolution as soon as possible. In the interim, necessary action shall be taken to re-establish and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public, and the environment. Disregard for the provisions of this specification or the accepted APP/SSHP shall be cause for stopping work until the matter has been rectified.

1.6.2 Availability

The APP/SSHP shall be made available in accordance with 29 CFR 1910.120, (b)(1)(v) and 29 CFR 1926.65, (b)(1)(v).

1.7 SITE DESCRIPTION AND CONTAMINATION CHARACTERIZATION

1.7.1 Project/Site Conditions

The Contractor shall refer to the following reports and information for the site description and contamination characterization. They are located at [_____].

1.7.1.1 CERCLA Documents

[_____].

1.7.1.2 RCRA Documents

[_____].

1.7.1.3 UST Documents

[_____].

1.7.2 Ordnance and Explosives (OE)

The Contractor shall stop work and contact the Contracting Officer (CO) if ordnance and explosives (OE), explosive media or chemical agent contaminated media (CACM) are discovered during hazardous waste site cleanup activities.

Work shall proceed after the CO gives permission and, according to ER 385-1-95 requirements.

1.8 TASK SPECIFIC HAZARDS, INITIAL PPE, HAZWOPER MEDICAL SURVEILLANCE AND TRAINING APPLICABILITY

Task specific occupational hazards, task specific HAZWOPER medical surveillance and training applicability and task specific initial PPE requirements for the project are listed on the Task Hazard and Control Sheets at the end of this section. It is the Contractor's responsibility to reevaluate occupational safety and health hazards as the work progresses and to adjust the PPE and onsite operations, if necessary, so that the work is performed safely and in compliance with occupational safety and health regulations.

1.9 STAFF ORGANIZATION, QUALIFICATION AND RESPONSIBILITIES

1.9.1 Safety and Health Manager

Safety and Health Manager, unless the Task Order SCOPE OF WORK indicates otherwise, shall be [an Industrial Hygienist certified by the American Board of Industrial Hygiene] [a safety professional certified by the Board of Certified Safety Professionals] [a health physicist certified by the American Board of Health Physicists].

1). The Safety and Health Manager shall have the following additional qualifications:

a. A minimum of [3] [_____] years experience in developing and implementing safety and health programs [at hazardous waste sites] [in the hazardous waste disposal industry] [in the chemical industry] [in the petroleum processing industry] [at underground storage tank removal projects].

b. Documented experience in supervising professional and technician level personnel.

c. Documented experience in developing worker exposure assessment programs and air monitoring programs and techniques.

d. Documented experience in managing personal protective equipment programs and conducting PPE hazard evaluations for the types of activities and hazards likely to be encountered on the project.

e. Working knowledge of state and Federal occupational safety and health regulations.

2). The Safety and Health Manager shall:

a. Be responsible for the development, implementation, oversight, and enforcement of the APP/SSHP.

b. Sign and date the APP/SSHP prior to submittal.

c. Conduct initial site-specific training.

d. Be [present onsite] [available for consultation] during the [first 3 days] [_____] of remedial activities and at the startup of each new major phase of work.

e. Visit the site as needed and at least [once per week] [once per month] [_____] for the duration of activities, to audit the effectiveness of the APP/SSHP.

f. Be available for emergencies.

g. Provide onsite consultation as needed to ensure the APP/SSHP is fully implemented.

h. Coordinate any modifications to the APP/SSHP with the Site Superintendent, the SSHO, and the Contracting Officer.

i. Provide continued support for upgrading/downgrading of the level of personal protection.

j. Be responsible for evaluating air monitoring data and recommending changes to engineering controls, work practices, and PPE.

k. Review accident reports and results of daily inspections.

l. Serve as a member of the Contractor's quality control staff.

1.9.2 Additional Certified Health and Safety Support Personnel

The Contractor shall retain [health physics support from a health physicist certified by the American Board of Health Physics to develop radiation protection requirements of the APP/SSHP and, when necessary, visit the site to help implement ionizing radiation protection requirements of the APP/SSHP.] [safety support from a safety professional certified by the Board of Certified Safety professionals to develop written occupational safety procedures for the APP/SSHP and, when necessary, visit the site to help implement APP/SSHP requirements.] [industrial hygiene support from an industrial hygienist certified by the American Board of Industrial Hygiene to develop occupational health practices for the APP/SSHP and, if necessary, visit the site to help implement APP/SSHP requirements.]

1.9.3 Site Safety and Health Officer

An individual and [one alternate] [[_____] alternates] shall be designated the Site Safety and Health Officer (SSHO). The name, qualifications (education and training summary and documentation), and work experience of the Site Safety and Health Officer and [alternate] [alternates] shall be included in the APP/SSHP.

1). The SSHO shall have the following qualifications:

a. A minimum of [2 years] [1 year] experience in implementing safety and health programs [at hazardous waste sites] [in the hazardous waste disposal industry] [at underground storage tank removal projects] [in the chemical or petroleum processing industry]

[radioactive waste cleanup projects] where [Level B] [Level C] personal protective equipment was required.

b. Documented experience in construction techniques and construction safety procedures.

c. Working knowledge of Federal and state occupational safety and health regulations.

d. Specific training in personal and respiratory protective equipment, confined space entry and in the proper use of air monitoring instruments and air sampling methods including monitoring for ionizing radiation.

2). The Site Safety and Health Officer shall:

a. Assist and represent the Safety and Health Manager in onsite training and the day to day onsite implementation and enforcement of the accepted APP/SSHP.

b. Be assigned to the site on a full time basis for the duration of field activities. The SSHO [shall have no duties other than] [can have collateral duties in addition to] Safety and Health related duties. If operations are performed during more than 1 work shift per day, a site Safety and Health Officer shall be present for each shift and when applicable, act as the radiation safety officer (RSO) as defined in paragraph 06.E.02 of EM 385-1-1 on radioactive waste cleanup projects.

c. Have authority to ensure site compliance with specified safety and health requirements, Federal, state and OSHA regulations and all aspects of the APP/SSHP including, but not limited to, activity hazard analyses, air monitoring, monitoring for ionizing radiation, use of PPE, decontamination, site control, standard operating procedures used to minimize hazards, safe use of engineering controls, the emergency response plan, confined space entry procedures, spill containment program, and preparation of records by performing a daily safety and health inspection and documenting results on the Daily Safety Inspection Log in accordance with 29 CFR 1904.

d. Have authority to stop work if unacceptable health or safety conditions exist, and take necessary action to re-establish and maintain safe working conditions.

e. Consult with and coordinate any modifications to the APP/SSHP with the Safety and Health Manager, the Site Superintendent, and the Contracting Officer.

f. Serve as a member of the Contractor's quality control staff on matters relating to safety and health.

g. Conduct accident investigations and prepare accident reports.

h. Conduct daily safety inspection and document safety and health findings into the Daily Safety Inspection Log. Track noted safety and health deficiencies to ensure that they are corrected.

i. In coordination with site management and the Safety and Health Manager, recommend corrective actions for identified deficiencies and oversee the corrective actions.

1.9.4 Occupational Physician

The services of a licensed physician, who is certified in occupational medicine by the American Board of Preventative Medicine, or who, by necessary training and experience is Board eligible, shall be utilized. The physician shall be familiar with this site's hazards and the scope of this project. The medical consultant's name, qualifications, and knowledge of the site's conditions and proposed activities shall be included in the APP/SSHP. The physician shall be responsible for the determination of medical surveillance protocols and for review of examination/test results performed in compliance with 29 CFR 1910.120, (f) and 29 CFR 1926.65, (f) and paragraph MEDICAL SURVEILLANCE.

1.9.5 Persons Certified in First Aid and CPR

At least two persons who are currently certified in first aid and CPR by the American Red Cross or other approved agency shall be onsite at all times during site operations. They shall be trained in universal precautions and the use of PPE as described in the Bloodborne Pathogens Standard of 29 CFR 1910, Section .1030. These persons may perform other duties but shall be immediately available to render first aid when needed.

1.9.6 Safety and Health Technicians

For each work crew in the exclusion zone, one person, designated as a Safety and Health technician, shall perform activities such as air monitoring, decontamination, and safety oversight on behalf of the SSHO. They shall have appropriate training equivalent to the SSHO in each specific area for which they have responsibility and shall report to and be under the supervision of the SSHO.

1.10 TRAINING

The Contractor's training program for workers performing cleanup operations and who will be exposed to contaminants shall meet the following requirements.

1.10.1 General Hazardous Waste Operations Training

All Personnel performing duties with potential for exposure to onsite contaminants shall meet and maintain the following 29 CFR 1910.120/29 CFR 1926.65 (e) training requirements:

a. 40 hours of off site hazardous waste instruction.

b. 3 days actual field experience under the direct supervision of a trained, experienced supervisor.

c. 8 hours refresher training annually.

Onsite supervisors shall have an additional 8 hours management and supervisor training specified in 29 CFR 1910.120/29 CFR 1926.65 (e) (4).

1.10.2 Pre-entry Briefing

Prior to commencement of onsite field activities, all site employees, including those assigned only to the Support Zone, shall attend a site-specific safety and health training session. This session shall be conducted by the Safety and Health Manager and the Site Safety and Health Officer to ensure that all personnel are familiar with requirements and responsibilities for maintaining a safe and healthful work environment. Procedures and contents of the accepted APP/SSHP and Sections 01.B.02 and 28.D.03 of EM 385-1-1 shall be thoroughly discussed. Each employee shall sign a training log to acknowledge attendance and understanding of the training. The Contracting Officer shall be notified at least [5] [_____] days prior to the initial site-specific training session so government personnel involved in the project may attend.

1.10.3 Periodic Sessions

Periodic onsite training shall be conducted by the SSHO at least [weekly] [daily] for personnel assigned to work at the site during the following [week] [day]. The training shall address safety and health procedures, work practices, any changes in the APP/SSHP, activity hazard analyses, work tasks, or schedule; results of previous week's air monitoring, review of safety discrepancies and accidents. Should an operational change affecting onsite field work be made, a meeting prior to implementation of the change shall be convened to explain safety and health procedures. Site-specific training sessions for new personnel, visitors, and suppliers shall be conducted by the SSHO using the training curriculum outlines developed by the Safety and Health Manager. Each employee shall sign a training log to acknowledge attendance and understanding of the training.

1.10.4 Other Training

[Special site specific training requirements: [_____]] [Site specific training for sites where radioactive wastes are to be cleaned up include:

a. Site specific procedures for handling and storing radioactive materials;

b. Health and safety hazards associated with exposure to the radioactive material that will be cleaned up or otherwise handled and the purpose and function of protective devices and precautions used to minimize exposures;

c. Elements of the APP/SSHP and company specific procedures intended to provide protection from radiation exposure;

d. Worker responsibility to report any unsafe acts which might result in exposure to ionizing radiation;

e. Appropriate worker response procedures to events that may result in worker exposure to ionizing radiation;

f. Worker rights and responsibilities with respect to ionizing radiation exposure.] [The Safety and Health Manager shall provide

training as specified by 29 CFR 1910 Section .146, for employees who are required to supervise, standby, or enter permit-required confined spaces.] [Persons involved in any aspect of the transportation of hazardous materials shall be trained in accordance with 49 CFR 172 Subpart H.]

1.11 PERSONAL PROTECTIVE EQUIPMENT

1.11.1 Site Specific PPE Program

Onsite personnel exposed to contaminants shall be provided with appropriate personal protective equipment. Components of levels of protection (B, C, D and modifications) must be relevant to site-specific conditions, including heat and cold stress potential and safety hazards. Only respirators approved by NIOSH shall be used. Commercially available PPE, used to protect against chemical agent, shall be approved by the director of Army Safety through the Chemical Agent Safety and Health Policy Action Committee (CASHPAC). Protective equipment and clothing shall be kept clean and well maintained. The PPE section of the APP/SSHP shall include site-specific procedures to determine PPE program effectiveness and for onsite fit-testing of respirators, cleaning, maintenance, inspection, and storage of PPE.

1.11.2 Levels of Protection

The Safety and Health Manager shall establish and evaluate as the work progresses the levels of protection for each work activity. The Safety and Health Manager shall also establish action levels for upgrade or downgrade in levels of PPE. Protocols and the communication network for changing the level of protection shall be described in the SSHP. The PPE evaluation protocol shall address air monitoring results, potential for exposure, changes in site conditions, work phases, job tasks, weather, temperature extremes, individual medical considerations, etc.

1.11.2.1 Initial PPE Components

The following items constitute initial minimum protective clothing and equipment ensembles.

a. Level D. [_____].

b. Modified Level D. [_____].

c. Level C. [_____].

d. Level B. [_____].

1.11.3 PPE for Government Personnel

[Three] [_____] clean sets of personal protective equipment and personal dosimeters for work on radioactive waste cleanup sites and clothing (excluding air-purifying negative-pressure respirators and safety shoes, which will be provided by individual visitors), as required for entry into the Exclusion Zone and/or Contamination Reduction Zone, shall be available for use by the Contracting Officer or official visitors. The items shall be cleaned and maintained by the Contractor and stored [in the clean room of the decontamination facility] [_____] and clearly marked: "FOR USE BY

GOVERNMENT ONLY." The Contractor shall provide basic training in the use and limitations of the PPE provided.

1.12 MEDICAL SURVEILLANCE PROGRAM

The Contractor's medical surveillance program for workers performing cleanup operations and who will be exposed to contaminants shall meet 29 CFR 1910.120/29 CFR 1926.65 (f) and the following requirements. The Contractor shall assure the Occupational Physician or the physician's designee performs the physical examinations and reviews examination results. Participation in the medical surveillance program shall be without cost to the employee, without loss of pay and at a reasonable time and place.

1.12.1 Frequency of Examinations

Medical surveillance program participants shall receive medical examinations and consultations on the following schedule:

a. Every 12 months

b. If and when the participant develops signs and symptoms indicating a possible overexposure due to an uncontrolled release of a hazardous substance on the project.

c. Upon termination or reassignment to a job where medical surveillance program participation is not required, unless his/her previous annual examination/consultation was less than 6 months prior to reassignment or termination.

d. On a schedule specified by the occupational physician.

1.12.2 Content of Examinations

The physical examination/consultation shall verify the following information about medical surveillance program participants:

a. Baseline health conditions and exposure history.

b. Allergies/sensitivity/susceptibility to hazardous substances exposure.

c. Ability to wear personal protective equipment inclusive of NIOSH certified respirators under extreme temperature conditions.

d. Fitness to perform assigned duties.

The Contractor shall provide the occupational physician with the following information for each medical surveillance program participant:

a. Information on the employee's anticipated or measured exposure.

b. A description of any PPE used or to be used.

c. A description of the employee's duties as they relate to the employee's exposures (including physical demands on the employee and heat/cold stress).

d. A copy of 29 CFR 1910.120, or 29 CFR 1926.65.

e. Information from previous examinations not readily available to the examining physician.

f. A copy of Section 5.0 of NIOSH 85-115.

g. Information required by 29 CFR 1910 Section .134.

1.12.3 Physician's Written Opinion

A copy of the physician's written opinion for each employee shall be obtained and furnished to the Safety and Health Manager; and the employee before work begins. The opinion shall address the employee's ability to perform hazardous waste site remediation work and shall contain the following:

a. The physician's verification of the employee's fitness to perform duties as well as recommended limitations upon the employee's assigned work and/or PPE usage.

b. The physician's opinion about increased risk to the employee's health resulting from work; and

c. A statement that the employee has been informed and advised about the results of the examination.

1.12.4 Employee Certificates

Documentation that employees have received medical examinations shall be provided on employee certificates.

1.12.5 Site Specific Medical Surveillance

Prior to onsite work, medical surveillance program participants shall undergo the following medical testing: [_____]. The Contractor shall provide an explanation of the site specific medical surveillance testing in the APP/SSHP.

1.13 EXPOSURE MONITORING/AIR SAMPLING PROGRAM

The Safety and Health Manager shall prepare and implement an exposure monitoring/air sampling program to identify and quantify safety and health hazards and airborne levels of hazardous substances in order to assure proper selection of engineering controls, work practices and personal protective equipment for affected site personnel. Include action levels for upgrading/downgrading PPE in the program. The Contractor shall monitor for the following gasses and vapors [_____]. The Contractor shall monitor for the following aerosolized contaminants.

1.13.1 Ionizing Radiation Sampling and Dosimetry

1.13.1.1 Air Sampling and Dosimetery

The Contractor shall use the following instrument [_____] sampling methods [_____] and dosimeters [_____] to evaluate occupational exposure to radioactive isotopes and ionizing radiation fields.

1.13.1.2 Evaluation

[Radiation dosimetry shall be evaluated by an individual or company holding current personnel dosimetry accreditation from the National Voluntary Laboratory Accreditation Program (NVLAP). Electronic dosimetry may be used to assign external dose if approved by the Contracting Officer. Internal intake assessment and applicable monitoring shall be evaluated by the CHP.]

1.13.1.3 Documentation

[Employee exposure to external radiation shall be documented. This shall include reviewing each employee's radiation exposure history in accordance with 10 CFR 20 Section .2104, for compliance with exposure standards prior to allowing the employee access to a restricted area. If the employee has no exposure history, the employee shall provide a signed written statement to that effect.]

1.13.1.4 Reporting

[Reports of exposure to ionizing radiation shall be furnished to the Contracting Officer as soon as available and to each employee annually, upon termination, and within 30 days of any personal request.]

1.14 HEAT STRESS MONITORING AND MANAGEMENT

The Contractor shall document in the APP/SSHP and implement the procedures and practices in section 06.J. in EM 385-1-1 to monitor and manage heat stress.

1.15 SPILL AND DISCHARGE CONTROL

Written spill and discharge containment/control procedures shall be developed and implemented. These procedures shall address radioactive wastes, shock sensitive wastes, laboratory waste packs, material handling equipment, as well as drum and container handling, opening, sampling, shipping and transport. These procedures shall describe prevention measures, such as building berms or dikes; spill control measures and material to be used (e.g. booms, vermiculite); location of the spill control material; personal protective equipment required to cleanup spills; disposal of contaminated material; and who is responsible to report the spill. Storage of contaminated material or hazardous materials shall be appropriately bermed, diked and/or contained to prevent any spillage of material on uncontaminated soil. If the spill or discharge is reportable, and/or human health or the environment are threatened, the National Response Center, the state, and the Contracting Officer shall be notified as soon as possible. Reporting requirements shall be in accordance with [Section 02115A UNDERGROUND STORAGE TANK REMOVAL] [_____].

1.16 MATERIALS TRANSFER SAFETY

Liquids and residues shall be removed from the tanks using explosion-proof or air-driven pumps. Pump motors and suction hoses shall be bonded to the tank and grounded to prevent electrostatic ignition hazards. Use of a hand

pump will be permitted to remove the last of the liquid from the bottom of the tanks. If a vacuum truck is used for removal of liquids or residues, the area of operation for the vacuum truck shall be vapor free. The truck shall be located upwind from the tank and outside the path of probable vapor travel. The vacuum pump exhaust gases shall be discharged through a hose of adequate size and length downwind of the truck and tank area. Vacuum truck operating and safety practices shall conform to API Pub 2219. Tank residues shall be collected in drums, tanks, or tank trucks labeled according to 49 CFR 171 and 49 CFR 172 and disposed of as specified. After the materials have been transferred and the tanks have been exposed, fittings and lines leading to the tanks shall be disconnected and drained of their contents. The contents of the lines shall not spill to the environment during cutting or disconnecting of tank fittings. Materials drained shall be transferred into DOT-approved drums for storage and/or transportation. Only non-sparking or non-heat producing tools shall be used to disconnect and drain or to cut through tank fittings. Electrical equipment (e.g., pumps, portable hand tools, etc.) used for tank preparation shall be explosion-proof. Following cutting or disconnecting of the fittings, openings leading to the tanks shall be plugged.

1.17 DRUM AND CONTAINER HANDLING

Procedures and Precautions (opening, sampling, overpacking): [_____].

1.18 CONFINED SPACE ENTRY PROCEDURES

[_____].

1.19 HOT WORK

Hot work will not be permitted on or within the tanks or anywhere else not previously specified as a hot work area, except as outlined herein. Prior to conducting hot work, a hot work permit shall be prepared by the person to be conducting the hot work and reviewed and signed of on by the Contractor's qualified person. An additional hot work permit may need to be obtained from local authorities or in the case of military or other federal installations, the fire marshal. An example format for a hot work permit shall be included in the AAPP/SSHP. The permit shall describe compliance with the following procedures. After tank interiors have been decontaminated, hot work may be conducted only when the tank is inerted, and to the extent necessary to begin dismantling the tanks. After decontamination of tank interiors, hot work shall not be performed unless monitoring indicates atmospheres within and immediately surrounding the tanks are less than 8% oxygen inside the tank and less than 10% of the LFL outside the tank; continuous monitoring shall continue until the hot work is completed. The hot work prohibition includes welding, cutting, grinding, sawing, or other similar operations which could be expected to potentially generate combustion-producing temperatures or sparks, or which could produce potentially hazardous fumes or vapors. An individual at each hot work site shall be designated as a fire watch. This person's sole responsibility shall be to monitor the hot work and have immediate access to the fire extinguisher located at each hot work site. A new permit shall be obtained at the start of each work shift during which hot work will be conducted.

1.20 IGNITION SOURCES

[_____].

1.21 FIRE PROTECTION AND PREVENTION

[_____].

1.22 ELECTRICAL SAFETY

[_____].

1.23 EXCAVATION AND TRENCH SAFETY

[_____].

1.24 GUARDING OF MACHINERY AND EQUIPMENT

[_____].

1.25 LOCKOUT/TAGOUT

[_____].

1.26 FALL PROTECTION

[_____].

1.27 HAZARD COMMUNICATION

[_____].

1.28 ILLUMINATION

[_____].

1.29 SANITATION

[_____].

1.30 ENGINEERING CONTROLS

[_____].

1.31 PROCESS SAFETY MANAGEMENT

[_____].

1.32 SIGNS AND LABELS

[_____].

1.33 WASTE DISPOSAL

[_____].

1.34 TANK PURGING FOR PERMIT-REQUIRED CONFINED SPACE ENTRIES

Tanks shall be purged for confined space entry. The flammable vapors shall be reduced to less than 10% of the LFL and the oxygen content shall be between 19.5% and 23.5%. Confined space entry into the tanks shall not be attempted unless absolutely necessary, as for example, to remove sludge from the tank. Flammable vapors may be exhausted from the tank by any of the methods from API RP 1604 listed below, or any method approved by the Contracting Officer. The APP/SSHP shall specify the purging method to be used.

a. Ventilation by Eductor-Type Air Movers: The eductor-type air mover shall be properly bonded and grounded to prevent the generation and discharge of static electricity. When using this method, the fill (drop) tube shall remain in place to ensure ventilation at the bottom of the tank. Tanks equipped with fill (drop) tubes that are not removable shall be purged by this method. An eductor extension shall be used to discharge vapors a minimum of 12 feet above grade or 3 feet above adjacent roof lines, whichever is greater. If this is not possible, alternative methods shall be proposed and approved prior to purging. Noise levels generated by these devices as a result of high airflow may exceed OSHA PELs. Noise levels shall be evaluated and appropriate hearing protection shall be provided.

b. Ventilation by Diffused Air Blowers: When using this purging method, the air-diffusing pipe is properly bonded and grounded to prevent the discharge of a spark. Fill (drop) tubes shall be removed to allow proper diffusion of the air in the tank. Air supply shall be from a compressor that has been checked to ensure that Grade D breathing air is being supplied. Air pressure in the tank shall not exceed 5 psi gauge to avoid tank failure.

c. Commercial Emulsifiers and Volatile Fuel Encapsulators: These products are completely miscible in water, aid in the elimination of flammable vapors, and are biodegradable. Regulatory requirements for treatment and disposal of the water shall be determined prior to using this method. Standing outside the tank, the operator shall rinse the tank with a 3-to-6 percent solution of the product using a pressure sprayer through a tank opening. Explosive concentrations shall be measured at several levels (top, middle, and bottom) within the tank. If readings are greater than 10% of the LFL, the tank shall be rinsed again. When LFL readings are acceptable, the water in the tank shall be pumped out for disposal.

1.35 TANK INERTING (NO ENTRY)

Following the removal of tank contents but prior to excavation of the tanks and tank preparation activities, the tanks shall be inerted only by introducing an inert gas, carbon dioxide (CO_2) or liquid nitrogen (N_2), to remove flammable vapors. Before inerting, all openings in the tanks shall be plugged with threaded or expansion type plugs except the vent tube and the opening to be used for introducing the inert gas. Within 30 minutes prior to initiating any activities (e.g., excavating, preparation, removal, opening, demolition, transportation, or other similar activities) involving a tank which has been inerted, the inerted nature of the tank (oxygen levels less than 8%) shall be verified.

a. CO_2 fire extinguishers shall not be used for inerting the tank interiors. If a compressed gas (e.g., CO_2 or N_2) is introduced into

the tank the following requirements shall be met to prevent the buildup of static electricity:

(1) The UST and the compressed gas supply tank shall be bonded together and grounded.

(2) The compressed gas shall be supplied only at low flows.

(3) The liquid or gas shall be released at the tank bottom so that static electricity is not generated by liquid falling to the bottom of the tank. The tank shall be slowly filled from the bottom up.

b. Dry ice, which evolves CO2 gas as it evaporates, if used, shall be introduced in the amount of at least 3 lbs per 100 gallons of tank capacity. Skin contact with dry ice shall be prevented by wearing heavy cloth gloves.

c. Sufficient quantities of inert gas (CO2 or N2) shall be introduced into the tanks to lower the oxygen content to less than 8%. Pressure inside the tank shall not exceed 5 psi. Prior to proceeding with additional activities on the tank (e.g., excavating), the oxygen content of the tanks shall be monitored to confirm that it is less than 8%. Additional oxygen level monitoring shall be conducted at least hourly while activities involving the tanks are underway but prior to decontamination of tank interiors; at least daily during periods in which the tanks are not being disturbed but prior to decontamination of their interiors; or as directed by the Contracting Officer. If monitoring of tank interiors indicates that oxygen levels are not remaining below 8%, additional inert gas shall be introduced and more frequent oxygen monitoring shall be initiated.

d. During inerting procedures, an extension vent tube a minimum of 12 feet above grade or 3 feet above any adjacent (within 75 feet) roof lines, whichever is greater shall be used to discharge tank vapors. If this is not possible, alternative methods shall be proposed and approved prior to inerting. Continuous combustible gas/oxygen monitoring shall be conducted at the vent and inert gas introduction holes.

1.36 TANK ATMOSPHERE TESTING

The air within the storage tanks shall be monitored to ensure the space is either adequately purged and safe for personnel entry, or to ensure the tank has been adequately inerted and the oxygen content is less than 8%. In both instances, monitoring shall be performed at the top, bottom, and middle areas of the tanks to ensure stratification has not occurred. Monitoring results shall be reported to project personnel to ensure safe operations. Data shall be recorded as specified in paragraph EXPOSURE MONITORING/AIR SAMPLING PROGRAM.

1.36.1 Monitoring to Ensure Purging

When monitoring to ensure purging, both oxygen content and LFL readings are required. Prior to obtaining LFL readings, the Contractor shall monitor the oxygen content of the space and verify that the combustible gas indicators are operating within the oxygen limits identified by the CGI manufacturer. Personnel shall not be permitted to enter spaces with oxygen levels less

than 19.5%, except in emergencies, and then only when equipped with the proper PPE and when following permit-required confined space entry procedures. Toxic air contaminants shall be monitored as specified in paragraph EXPOSURE MONITORING/AIR SAMPLING PROGRAM.

1.36.2 Monitoring to Ensure Inerting

Inerted tanks shall be monitored to ensure oxygen readings remain below a maximum allowable percentage of 8% by volume.

1.37 TANK LIFTING

Tanks shall be lifted using equipment with a rated capacity greater than the load to be lifted. Tanks shall be lifted by lifting eyes or by straps under the ends of the tanks. Tanks shall not be lifted by the manhole flange or by removing the bungs. Personnel shall be directed to remain away from the ends of the tanks and tanks shall be positioned, whenever possible, with the ends oriented away from occupied or traveled areas, due to potential for rupture. During transportation, the tanks shall be secured to prevent movement.

1.38 TANK DEMOLITION

Excavated tanks shall be demolished before being removed from the site unless they are transported directly to a state certified tank destruction facility. Demolition will not be permitted until a decontamination of the interiors and exteriors is complete. Demolition shall involve opening the tanks sufficiently to permanently prohibit further use as containers of liquids. Tanks shall be inerted and tested before they are opened. Plans and procedures, including a list of materials and supplies, for safely and effectively demolishing the tanks shall be submitted in the APP/SSHP.

1.39 TANK CLEANING

Safety practices and procedures for the cleaning of the storage tanks shall conform to API Std 2015. Opening of the tanks to permit decontamination shall be conducted utilizing only methods approved in the APP/SSHP. The interior and exterior of the tank shall be decontaminated prior to removing it from the work site unless the tank is being transported directly to a state certified tank destruction facility. Plans and procedures, including materials and supplies, for safely and effectively opening the tanks, cleaning surfaces of the interior and exterior of the tanks, and disposing of the decontamination fluids shall be submitted in the SSHP. Volatile organic solvents shall not be permitted to be utilized for decontamination procedures. Personnel shall not enter any of the storage tanks as a part of this project, except when following permit-required confined space entry procedures. Decontamination fluids shall be collected and disposed. Upon completion of this project, written certification shall be made that the tank was properly decontaminated prior to being removed from the site.

1.40 SITE CONTROL MEASURES

1.40.1 Work Zones

Initial anticipated work zone boundaries (exclusion zone, contamination reduction zone, support zone, all access points and decontamination areas) are to be clearly delineated on the site drawings. Delineation of work zone

boundaries shall be based on the contamination characterization data and the hazard/risk analysis to be performed as described in paragraph: HAZARD/RISK ANALYSIS. As work progresses and field conditions are monitored, work zone boundaries may be modified (and site drawings modified) with approval of the Contracting Officer. Work zones shall be clearly identified and marked in the field (using fences, tape, signs, etc.). A site map, showing work zone boundaries and locations of decontamination facilities, shall be posted in the onsite office. Work zones shall consist of the following:

a. Exclusion Zone (EZ): The exclusion zone is the area where hazardous contamination is either known or expected to occur and the greatest potential for exposure exists. Entry into this area shall be controlled and exit may only be made through the CRZ.

b. Contamination Reduction Zone (CRZ): The CRZ is the transition area between the Exclusion Zone and the Support Zone. The personnel and equipment decontamination areas shall be separate and unique areas located in the CRZ.

c. Support Zone (SZ): The Support Zone is defined as areas of the site, other than exclusion zones and contamination reduction zones, where workers do not have the potential to be exposed to hazardous substances or dangerous conditions resulting from hazardous waste operations. The Support Zone shall be secured against active or passive contamination. Site offices, parking areas, and other support facilities shall be located in the Support Zone.

1.40.2 Site Control Log

A log of personnel visiting, entering, or working on the site shall be maintained. The log shall include the following: date, name, agency or company, time entering and exiting site, time entering and exiting the exclusion zone (if applicable). Before visitors are allowed to enter the Contamination Reduction Zone or Exclusion Zone, they shall show proof of current training, medical surveillance and respirator fit testing (if respirators are required for the tasks to be performed) and shall fill out a Certificate of Worker or Visitor Acknowledgment. This visitor information, including date, shall be recorded in the log.

1.40.3 Communication

An employee alarm system that has adequate means of on and off site communication shall be provided and installed in accordance with 29 CFR 1910 Section .165. The means of communication shall be able to be perceived above ambient noise or light levels by employees in the affected portions of the workplace. The signals shall be distinctive and recognizable as messages to evacuate or to perform critical operations. This includes: [_____].

1.40.4 Site Security

The following site security shall be provided: [_____]. Signs shall be printed in bold large letters on contrasting backgrounds. Signs shall be visible from all points where entry might occur and at such distances from the restricted area that employees may read the signs and take necessary protective steps before entering.

1.41 PERSONAL HYGIENE AND DECONTAMINATION

Personnel entering the Exclusion or Contamination Reduction Zones or otherwise exposed to hazardous chemical vapors, gases, liquids, or contaminated solids shall decontaminate themselves and their equipment prior to exiting the contamination reduction zone (CRZ) and entering the support zone. Chapter 10.0 of NIOSH 85-115 shall be consulted when preparing decontamination procedures. A detailed discussion of personal hygiene and decontamination facilities and procedures to be followed by site workers shall be submitted as part of the APP/SSHP. Employees shall be trained in the procedures and the procedures shall be enforced throughout site operations.

1.41.1 Decontamination Facilities

The Contractor shall initially set up a decontamination line in the CRZ. Employees shall exit the exclusion zone through the CRZ and shall implement the following decontamination procedures and techniques: [Scrub and rinse water proof outer garments] [remove all outer garments] [hand and face wash] [shower]. Showers, if needed, must comply with 29 CFR 1910, Section.141 and EM 385-1-1, 02 C, Washing Facilities. Following are additional decontamination procedures contractor personnel are to follow: [_____]. It is the Site Safety and Health Officer's responsibility to recommend techniques to improve personnel decontamination procedures, if necessary. Initial personnel decontamination equipment includes the following: [_____].

1.41.2 Equipment Decontamination

Vehicles and equipment used in the EZ shall be decontaminated in the CRZ prior to leaving the site.

1.41.2.1 Facilities for Equipment and Personnel

A [vehicle][/][equipment] decontamination station shall be provided within the CRZ for decontaminating vehicles and equipment leaving the EZ. [A decontamination station pad, which meets the site decontamination needs, shall be constructed for all vehicles and larger equipment decontamination. The pad shall be constructed to capture decontamination water, including overspray, and shall allow for collection and removal of the decontamination water using sumps, dikes and ditches as required.] [High pressure, low volume, water wash area for equipment and vehicles.] [A steam cleaning system for use after the mud and/or site material has been cleaned from the equipment.] [Dry decontamination using a broom to remove dry/loose spilled materials on accessible surfaces.] [A designated "clean area" in the CRZ for performing equipment maintenance. This area shall be used when personnel are required by normal practices to come in contact with the ground, i.e., crawling under a vehicle to change engine oil. Equipment within the EZ or CRZ shall be decontaminated before maintenance is performed.] [_____].

1.41.2.2 Procedures

Procedures for equipment decontamination shall be developed and utilized to prevent the spread of contamination into the SZ and offsite areas. These procedures shall address disposal of contaminated products and spent materials used on the site, including containers, fluids, oils, etc. Any item taken into the EZ shall be assumed to be contaminated and shall be inspected and decontaminated before. Vehicles, equipment, and materials

shall be cleaned and decontaminated prior to leaving the site. Construction material shall be handled in such a way as to minimize the potential for contaminants being spread and/or carried offsite. Prior to exiting the site, vehicles and equipment shall be monitored to ensure the adequacy of decontamination.

1.42 EMERGENCY EQUIPMENT AND FIRST AID REQUIREMENTS

The following items, as a minimum, shall be maintained onsite and available for immediate use:

a. First aid equipment and supplies approved by the consulting physician.

b. Emergency eyewashes and showers that comply with ANSI Z358.1.

c. Emergency-use respirators. For escape purposes, [_____] 5- to 15-minute emergency escape masks shall be supplied. For rescue purposes, [2] [_____] positive pressure self-contained breathing apparatus (SCBA) shall be supplied. These shall be dedicated for emergency use only and maintained onsite in the Contamination Reduction Zone.

d. Fire extinguishers of sufficient size and type shall be provided at site facilities and in all vehicles and at any other site locations where flammable or combustible materials present a fire risk.

e. [_____].

1.43 EMERGENCY RESPONSE AND CONTINGENCY PROCEDURES

An Emergency Response Plan, that meets the requirements of 29 CFR 1910.120 (l) and 29 CFR 1926.65 (l), shall be developed and implemented as a section of the APP/SSHP. In the event of any emergency associated with remedial action, the Contractor shall, without delay, alert all onsite employees and as necessary offsite emergency responders that there is an emergency situation; take action to remove or otherwise minimize the cause of the emergency; alert the Contracting Officer; and institute measures necessary to prevent repetition of the conditions or actions leading to, or resulting in, the emergency. Employees that are required to respond to hazardous emergency situations shall be trained to their level of responsibility according to 29 CFR 1910.120 (q) and 29 CFR 1926.65 (q) requirements. The plan shall be rehearsed regularly as part of the overall training program for site operations. The plan shall be reviewed periodically and revised as necessary to reflect new or changing site conditions or information. Copies of the Emergency Response Portion of the accepted APP/SSHP shall be provided to the affected local emergency response agencies. The following elements, as a minimum, shall be addressed in the plan:

a. Pre-emergency planning. The Contractor shall coordinate with local emergency response providers during preparation of the Emergency Response Plan. At a minimum, coordinate with local fire, rescue, hazardous materials response teams, police and emergency medical providers to assure all organizations are capable and willing to respond to and provide services for on-site emergencies. The Contractor shall ensure the Emergency Response Plan for the site is compatible and integrated with the local fire, rescue, medical and

police security services available from local emergency response planning agencies.

b. Personnel roles, lines of authority, communications for emergencies.

c. Emergency recognition and prevention.

d. Site topography, layout, and prevailing weather conditions.

e. Criteria and procedures for site evacuation (emergency alerting procedures, employee alarm system, emergency PPE and equipment, safe distances, places of refuge, evacuation routes, site security and control).

f. Specific procedures for decontamination and medical treatment of injured personnel.

g. Route maps to nearest prenotified medical facility. Site-support vehicles shall be equipped with maps. At the beginning of project operations, drivers of the support vehicles shall become familiar with the emergency route and the travel time required.

h. Emergency alerting and response procedures including posted instructions and a list of names and telephone numbers of emergency contacts (physician, nearby medical facility, fire and police departments, ambulance service, Federal, state, and local environmental agencies; as well as Safety and Health Manager, the Site Superintendent, the Contracting Officer and/or their alternates).

i. Criteria for initiating community alert program, contacts, and responsibilities.

j. Procedures for reporting incidents to appropriate government agencies. In the event that an incident such as an explosion or fire, or a spill or release of toxic materials occurs during the course of the project, the appropriate government agencies shall be immediately notified. In addition, the Contracting Officer and the local district safety office shall be verbally notified immediately and receive a written notification within 24 hours. The report shall include the following items:

(1) Name, organization, telephone number, and location of the Contractor.

(2) Name and title of the person(s) reporting.

(3) Date and time of the incident.

(4) Location of the incident, i.e., site location, facility name.

(5) Brief summary of the incident giving pertinent details including type of operation ongoing at the time of the incident.

(6) Cause of the incident, if known.

(7) Casualties (fatalities, disabling injuries).

(8) Details of any existing chemical hazard or contamination.

(9) Estimated property damage, if applicable.

(10) Nature of damage, effect on contract schedule.

(11) Action taken to ensure safety and security.

(12) Other damage or injuries sustained, public or private.

k. Procedures for critique of emergency responses and follow-up.

1.44 CERTIFICATE OF WORKER/VISITOR ACKNOWLEDGEMENT

A copy of a Contractor-generated certificate of worker/visitor acknowledgement shall be completed and submitted for each visitor allowed to enter contamination reduction or exclusion zones, and for each employee, following the example certificate at the end of this section.

1.45 INSPECTIONS

The SSHO's Daily Inspection Logs shall be attached to and submitted with the Daily Quality Control reports. Each entry shall include the following: date, work area checked, employees present in work area, PPE and work equipment being used in each area, special safety and health issues and notes, and signature of preparer.

1.46 SAFETY AND HEALTH PHASE-OUT REPORT

A Safety and Health Phase-Out Report shall be submitted in conjunction with the project close out report and will be received prior to final acceptance of the work. The following minimum information shall be included:

a. Summary of the overall performance of safety and health (accidents or incidents including near misses, unusual events, lessons learned, etc.).

b. Final decontamination documentation including procedures and techniques used to decontaminate equipment, vehicles, and on site facilities.

c. Summary of exposure monitoring and air sampling accomplished during the project.

d. Signatures of Safety and Health Manager and SSHO.

Task Hazard and Control Requirements Sheet.

Task _____

Initial Anticipated Hazards_____

Initial PPE_____

Initial Controls_____

Initial Exposure Monitoring _____

HAZWOPER Medical Surveillance Required yes no

HAZWOPER Training Required yes no

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

-- End of Section --

SECTION 01355L

ENVIRONMENTAL PROTECTION
12/03

PART 1 GENERAL

The requirements of this section shall apply/be applicable, unless the Task Order SCOPE OF WORK deletes or revises the requirements.

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

CODE OF FEDERAL REGULATIONS (CFR)

40 CFR 260	Hazardous Waste Management Systems: General
40 CFR 261	Identification and Listing of Hazardous Waste
40 CFR 262	Generators of Hazardous Waste

U.S. AIR FORCE (USAF)

AFI 32-1053	Pest Management Program

U.S. ARMY (DA)

AR 200-5	Pest Management

U.S. ARMY CORPS OF ENGINEERS (USACE)

WETLAND MANUAL	Corps of Engineers Wetlands Delineation Manual Technical Report Y-87-1

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

33 CFR 328	Definitions
40 CFR 152 - 186	Pesticide Programs
40 CFR 279	Standards for the Management of Used Oil
40 CFR 302	Designation, Reportable Quantities, and Notification
40 CFR 355	Emergency Planning and Notification
40 CFR 68	Chemical Accident Prevention Provisions
49 CFR 171 - 178	Hazardous Materials Regulations

1.2 DEFINITIONS

1.2.1 Environmental Pollution and Damage

Environmental pollution and damage is the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade the environment aesthetically, culturally and/or historically.

1.2.2 Environmental Protection

Environmental protection is the prevention/control of pollution and habitat disruption that may occur to the environment during construction. The control of environmental pollution and damage requires consideration of land, water, and air; biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive material as well as other pollutants.

1.2.3 Contractor Generated Hazardous Waste

Contractor generated hazardous waste means materials that, if abandoned or disposed of, may meet the definition of a hazardous waste. These waste streams would typically consist of material brought on site by the Contractor to execute work, but are not fully consumed during the course of construction. Examples include, but are not limited to, excess paint thinners (i.e. methyl ethyl ketone, toluene etc.), waste thinners,excess paints, excess solvents, waste solvents, and excess pesticides, and contaminated pesticide equipment rinse water.

1.2.4 Installation Pest Management Coordinator

Installation Pest Management Coordinator (IPMC) is the individual officially designated by the Installation Commander to oversee the Installation Pest Management Program and the Installation Pest Management Plan.

1.2.4 Project Pesticide Coordinator

The Project Pesticide Coordinator (PPC) is an individual that resides at a Civil Works Project office and that is responsible for oversight of pesticide application on Project grounds.

1.2.5 Land Application for Discharge Water

The term "Land Application" for discharge water implies that the Contractor shall discharge water at a rate which allows the water to percolate into the soil. No sheeting action, soil erosion, discharge into storm sewers, discharge into defined drainage areas, or discharge into the "waters of the United States" shall occur. Land Application shall be in compliance with all applicable Federal, State, and local laws and regulations.

1.2.6 Pesticide

Pesticide is defined as any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest, or intended for use as a plant regulator, defoliant or desiccant.

1.2.7 Pests

The term "pests" means arthropods, birds, rodents, nematodes, fungi, bacteria, viruses, algae, snails, marine borers, snakes, weeds and other organisms (except for human or animal disease-causing organisms) that adversely affect readiness, military operations, or the well-being of personnel and animals; attack or damage real property, supplies, equipment, or vegetation; or are otherwise undesirable.

1.2.8 Surface Discharge

The term "Surface Discharge" implies that the water is discharged with possible sheeting action and subsequent soil erosion may occur. Waters that are surface discharged may terminate in drainage ditches, storm sewers,creeks, and/or "waters of the United States" and would require a permit to discharge water from the governing agency.

1.2.9 Waters of the United States

All waters which are under the jurisdiction of the Clean Water Act, as defined in 33 CFR 328.

1.2.10 Wetlands

Wetlands means those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, and bogs. Official determination of whether or not an area is classified as a wetland must be done in accordance with WETLAND MANUAL.

1.3 GENERAL REQUIREMENTS

The Contractor shall minimize environmental pollution and damage that may occur as the result of construction operations. The environmental resources within the project boundaries and those affected outside the limits of permanent work shall be protected during the entire duration of this Task Order. The Contractor shall comply with all applicable environmental Federal, State, and Local laws and regulations. The Contractor shall be responsible for any delays resulting from failure to comply with environmental laws and regulations.

1.4 SUBCONTRACTORS

The Contractor shall ensure compliance with this section by subcontractors.

1.5 PAYMENT

No separate payment will be made for work covered under this section. The Contractor shall be responsible for payment of fees associated with environmental permits, application, and/or notices obtained by the Contractor. All costs associated with this section shall be included in the Task Order price. The Contractor shall be responsible for payment of all fines/fees for violation or non-compliance with Federal, State, Regional and Local laws and regulations.

1.6 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330L SUBMITTAL PROCEDURE or Section 01331L SUBMITTAL PROCEDURES FOR DESIGN/BUILD:

SD-01 Preconstruction Submittals

Environmental Protection Plan (Corporate and Task Order Specific); G, [_____]

1.7 ENVIRONMENTAL PROTECTION PLAN (EP PLAN)

The Contractor shall furnish for review and approval by the Government, not later than 30 days after contract Award, the Corporate EP Plan. Upon award of a Task Order the contractor shall furnish for review and approval no later than 10 days after Task Order Notice to Proceed, the Task Order Site Specific EP Plan. The purpose of the EP Plan is to present a comprehensive overview of known or potential environmental issues which the Contractor must address during construction. Issues of concern shall be defined within the EP Plan as outlined in this section. The Contractor shall address each topic at a level of detail commensurate with the environmental issue and required construction task(s). Topics or issues which are not identified in this section, but which the Contractor considers necessary, shall be identified and discussed after those items formally identified in this section. Prior to submittal of the EP Plan, the Contractor shall meet with the Contracting Officer for the purpose of discussing the implementation of the initial EP Plan; possible subsequent additions and revisions to the plan including any reporting requirements; and methods for administration of the Contractor's Environmental Plans. The EP Plan shall be current and maintained onsite by the Contractor.

1.7.1 Compliance

No requirement in this Section shall be construed as relieving the Contractor of any applicable Federal, State, and Local environmental protection laws and regulations. During Construction, the Contractor shall be responsible for identifying, implementing, and submitting for approval any additional requirements to be included in the EP Plan.

1.7.2 Contents

The EP Plan shall include, but shall not be limited to, the following:

a. Name(s) of person(s) within the Contractor's organization who is(are) responsible for ensuring adherence to the EP Plan. (Corporate and Task Order Specific)

b. Name(s) and qualifications of person(s) responsible for manifesting hazardous waste to be removed from the site, if applicable. (Task Order Specific)

c. Name(s) and qualifications of person(s) responsible for training the Contractor's environmental protection personnel. (Corporate and Task Order Specific)

d. Description of the Contractor's environmental protection personnel training program. (Corporate)

e. An erosion and sediment control plan which identifies the type and location of the erosion and sediment controls to be provided. The plan shall include monitoring and reporting requirements to assure that the control measures are in compliance with the erosion and sediment control plan, Federal, State, and Local laws and regulations. A Storm Water Pollution Prevention Plan (SWPPP) may be substituted for this plan. The plan needs to be onsite and available for review. (Task Order Specific)

f. Drawings showing locations of proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials including methods to control runoff and to contain materials on the site. (Task Order Specific)

g. Traffic control plans including measures to reduce erosion of temporary roadbeds by construction traffic, especially during wet weather. Plan shall include measures to minimize the amount of mud transported onto paved public roads by vehicles or runoff. (Task Order Specific)

h. Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. Plan should include measures for marking the limits of use areas including methods for protection of features to be preserved within authorized work areas. (Task Order Specific)

i. Drawing showing the location of borrow areas. (Task Order Specific)

j. The Spill Control plan shall include the procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by 40 CFR 68, 40 CFR 302, 40 CFR 355, and/or regulated under State or Local laws and regulations. The Spill Control Plan supplements the requirements of EM 200-1. (Corporate and Task Order Specific) This plan shall include as a minimum:

1. The name of the individual who will report any spills or hazardous substance releases and who will follow up with complete documentation. This individual shall immediately notify the Contracting Officer and [the local Fire Department] [Facility Fire Department] [Facility Response Personnel] [Facility Environmental Office] in addition to the legally required Federal, State, and local reporting channels (including the National Response Center 1-800-424-8802) if a reportable quantity is released to the environment. The plan shall contain a list of the required reporting channels and telephone numbers. (Task Order Specific)

2. The name and qualifications of the individual who will be responsible for implementing and supervising the containment and cleanup. (Task Order Specific)

3. Training requirements for Contractor's personnel and methods of accomplishing the training. (Corporate and Task Order Specific)

4. A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified. (Task Order Specific)

5. The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material-placement equipment available in case of an unforeseen spill emergency. (Task Order Specific)

6. The methods and procedures to be used for expeditious contaminant cleanup. (Corporate and Task Order Specific)

k. A non-hazardous solid waste disposal plan identifying methods and locations for solid waste disposal including clearing debris. The plan shall include schedules for disposal. The Contractor shall identify any subcontractors responsible for the transportation and disposal of solid waste. Licenses or permits shall be submitted for solid waste disposal sites that are not a commercial operating facility. Evidence of the disposal facility's acceptance of the solid waste shall be attached to this plan during the construction. The Contractor shall attach a copy of each of the Non-hazardous Solid Waste Diversion Reports to the disposal plan. The report shall be submitted on the first working day after the first quarter that non-hazardous solid waste has been disposed and/or diverted and shall be for the previous quarter (e.g. the first working day of January, April, July, and October). The report shall indicate the total amount of waste generated and total amount of waste diverted in cubic yards or tons along with the percent that was diverted. (Corporate and Task Order Specific)

l. A recycling and solid waste minimization plan with a list of measures to reduce consumption of energy and natural resources. The plan shall detail the Contractor's actions to comply with and to participate in Federal, State, Regional, and Local government sponsored recycling programs to reduce the volume of solid waste at the source. (Corporate and Task Order Specific)

m. An air pollution control plan detailing provisions to assure that dust, debris, materials, trash, etc., do not become air borne and travel off the project site. (Task Order Specific)

n. A contaminant prevention plan that: identifies potentially hazardous substances to be used on the job site; identifies the intended actions to prevent introduction of such materials into the air, water, or ground; and details provisions for compliance with Federal, State, and Local laws and regulations for storage and handling of these materials. In accordance with EM 200-1, a copy of the Material Safety Data Sheets (MSDS) and the maximum quantity of each hazardous material to be on site at any given time shall be included in the contaminant prevention plan. As new hazardous materials are brought on site or removed from the site, the plan shall be updated. (Task Order Specific)

o. A waste water management plan that identifies the methods and procedures for management and/or discharge of waste waters which are directly derived from construction activities, such as concrete curing water, clean-up water, dewatering of ground water, disinfection water, hydrostatic test water, and water used in flushing of lines. If a settling/retention pond is required, the plan shall include the design of the pond including drawings, removal plan, and testing requirements for possible pollutants. If land application will be the method of disposal for the waste water, the plan shall include a sketch showing the location for land application along with a description of the pretreatment methods to be implemented. If surface discharge will be the method of disposal, a copy of the permit and associated documents shall be included as an attachment prior to discharging the waste water. If disposal is to a sanitary sewer, the plan shall include documentation that the Waste Water Treatment Plant Operator has approved the flow rate, volume, and type of discharge. (Corporate and Task Order Specific)

p. A historical, archaeological, cultural resources biological resources and wetlands plan that defines procedures for identifying and protecting historical, archaeological, cultural resources, biological resources and wetlands known to be on the project site: and/or identifies procedures to be followed if historical archaeological, cultural resources, biological resources and wetlands not previously known to be onsite or in the area are discovered during construction. The plan shall include methods to assure the protection of known or discovered resources and shall identify lines of communication between Contractor personnel and the Contracting Officer. (Corporate and Task Order Specific)

q. Pesticide Treatment Plan: Plan shall be included and updated, as information becomes available. The plan shall include: sequence of treatment, dates, times, locations, pesticide trade name, EPA registration numbers, authorized uses, chemical composition, formulation, original and applied concentration, application rates of active ingredient (i.e. pounds of active ingredient applied), equipment used for application and calibration of equipment. The Contractor is responsible for Federal, State, Regional and Local pest management record keeping and reporting requirements as well as any additional Installation Project Office specific requirements. The Contractor shall follow [AR 200-5 Pest Management, Chapter 2, Section III "Pest Management Records and Reports" for data required to be reported to the Installation] [AFI 32-1053 Sections 3.4.13 and 3.4.14 for data required to be reported to the Installation]. (Corporate and Task Order Specific)

r. Radon evaluation shall be included in the design. (Task Order Specific)

1.7.3 Appendix

Copies of all environmental permits, permit application packages, approvals to construct, notifications, certifications, reports, and termination documents shall be attached,as an appendix, to the EP Plan.

1.8 PROTECTION FEATURES

This paragraph supplements the Contract Clause PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS. Prior to start of any onsite construction activities, the Contractor and the Contracting Officer shall make a joint condition survey. Immediately following the survey, the Contractor shall prepare a brief report including a plan describing the features requiring protection under the provisions of the Contract Clauses, which are not specifically identified on the drawings or per the Task Order as environmental features requiring protection along with the condition of trees, shrubs and grassed areas immediately adjacent to the site of work and adjacent to the Contractor's assigned storage area and access route(s), as applicable. This survey report shall be signed by both the the Contractor and the Contracting Officer upon mutual agreement as to its accuracy and completeness. The Contractor shall protect those environmental features included in the survey report and any indicated on the drawings, regardless of interference which their preservation may cause to the Contractor's work under the Task Order.

1.9 SPECIAL ENVIRONMENTAL REQUIREMENTS

The Contractor shall comply with the special environmental requirements listed here [_____] and included at the end of this section.

1.10 ENVIRONMENTAL ASSESSMENT OF CONTRACT/TASK ORDER DEVIATIONS

Any deviations, requested by the Contractor, from the drawings, plans and specifications which may have an environmental impact will be subject to approval by the Contracting Officer and may require an extended review, processing, and approval time. The Contracting Officer reserves the right to disapprove alternate methods, even if they are more cost effective, if the Contracting Officer determines that the proposed alternate method will have an adverse environmental impact.

1.11 NOTIFICATION

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with Federal, State or Local environmental laws or regulations, permits, and other elements of the Contractor's EP plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of the proposed corrective action and take such action when approved by the Contracting Officer. The Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions shall be granted or equitable adjustments allowed to the Contractor for any such suspensions. This is in addition to any other actions the Contracting Officer may take under the contract, or in accordance with the Federal Acquisition Regulation or Federal Law.

1.12 HTRW PERIMETER AIR MONITORING

For the protection of public health, the Contractor shall monitor and control contaminant emissions to the air from HTRW remedial action area sources to minimize short term risks that might be posed to the community during implementation of the remedial alternative in accordance with Section 01450 CHEMICAL DATA QUALITY CONTROL, ER 385-1-92, which will be included in the Task Order SCOPE OF WORK, and the following.

1.13 HTRW AIR EMISSION CONTROL

The Contractor shall implement the following control(s) to meet or exceed performance levels identified in HTRW PERIMETER AIR MONITORING, which will be included in the Task Order SCOPE OF WORK.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 ENVIRONMENTAL PERMITS AND COMMITMENTS (THE TASK ORDER SCOPE OF WORK WILL ADDRESS WHICH OF THE FOLLOWING OPTIONS TO USE.)

1) [This paragraph supplements the Contractor's responsibility under the Contract Clause "PERMITS AND RESPONSIBILITIES" to the extent that the Government has obtained the [_____]. The Contractor shall comply with the terms and conditions of the attached [_____] at the end of this section.]

2) [The Contractor shall be responsible for obtaining and complying with all environmental permits and commitments required by Federal, State, Regional, and Local environmental laws and regulations.]

3.2 LAND RESOURCES

The Contractor shall confine all activities to areas defined by the drawings and/or specifications and/or the Task Order scope of work. Prior to the beginning of any construction, the Contractor shall identify any land resources to be preserved within the work area. Except in areas indicated on the drawings or specified to be cleared, the Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms without approval. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. The Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs. Stone, soil, or other materials displaced into uncleared areas shall be removed by the Contractor.

3.2.1 Work Area Limits

Prior to commencing construction activities, the Contractor shall mark the areas that need not be disturbed under this Task Order. Isolated areas within the general work area which are not to be disturbed shall be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, any markers shall be visible in the dark. The Contractor's personnel shall be knowledgeable of the purpose for marking and/or protecting particular objects.

3.2.2 Landscape

Trees, shrubs, vines, grasses, land forms and other landscape features indicated and defined on the drawings to be preserved shall be clearly identified by marking, fencing, or wrapping with boards, or any other approved techniques. The Contractor shall restore landscape features damaged or destroyed during construction operations outside the limits of the approved work area.

3.2.3 Erosion and Sediment Controls

The Contractor shall be responsible for providing erosion and sediment control measures in accordance with Federal, State, and Local laws and regulations. The erosion and sediment controls selected and maintained by the Contractor shall be such that water quality standards are not violated as a result of the Contractor's construction activities. The area of bare soil exposed at any one time by construction operations should be kept to a minimum. The Contractor shall construct or install temporary and permanent erosion and sediment control best management practices (BMPs) as specified in Section 01356L STORM WATER POLLUTION PREVENTION MEASURES. BMPs may include, but not be limited to, vegetation cover, stream bank stabilization, slope stabilization, silt fences, construction of terraces, interceptor channels, sediment traps, inlet and outfall protection, diversion channels, and sedimentation basins. The Contractor's best management practices shall also be in accordance with the most stringent of Federal, State, and Local National Pollutant Discharge Elimination System (NPDES) Storm Water Pollution Prevention Plan (SWPPP). Any temporary measures shall be removed after the area has been stabilized.

3.2.4 Contractor Facilities and Work Areas

The Contractor's field offices, staging areas, stockpile storage, and temporary buildings shall be placed in areas identified by the Task Order SCOPE OF WORK or as directed by the Contracting Officer. Temporary movement or relocation of Contractor facilities shall be made only when approved. Erosion and sediment controls shall be provided for on-site borrow and spoil areas to prevent sediment from entering nearby waters. Temporary excavation and embankments for plant and/or work areas shall be controlled to protect adjacent areas.

3.3 WATER RESOURCES

The Contractor shall monitor construction activities to prevent pollution of surface and ground waters. Toxic or hazardous chemicals shall not be applied to soil or vegetation unless otherwise indicated. All water areas affected by construction activities shall be monitored by the Contractor. For construction activities immediately adjacent to impaired surface waters, the Contractor shall be capable of quantifying sediment or pollutant loading to that surface water when required by State or Federally issued Clean Water Act permits.

3.3.1 Cofferdams, Diversions, and Dewatering Operations

Construction operations for dewatering, removal of cofferdams, tailrace excavation, and tunnel closure shall be controlled at all times to maintain compliance with existing State water quality standards and designated uses of the surface water body. The Contractor shall comply with the State water quality standards and anti-degradation provisions and the Clean Water Act Section 404, Nation Wide Permit.

3.3.2 Stream Crossings

Stream crossings shall allow movement of materials or equipment without violating water pollution control standards of the Federal, State, and Local governments. Construction of stream crossing structures shall be in compliance with Clean Water Act Section 404, Nation Wide Permit.

3.3.3 Wetlands

The Contractor shall not enter, disturb, destroy, or allow discharge of contaminants into any wetlands, except as authorized herein. The Contractor shall be responsible for the protection of wetlands shown on the drawings in accordance with paragraph ENVIRONMENTAL PERMITS, REVIEWS, AND APPROVALS. Authorization to enter specific wetlands identified shall not relieve the Contractor from any obligation to protect other wetlands within, adjacent to, or in the vicinity of the construction site and associated boundaries.

3.4 AIR RESOURCES

Equipment operation, activities, or processes performed by the Contractor shall be in accordance with all Federal and State air emission and performance laws and standards.

3.4.1 Particulates

Dust particles; aerosols and gaseous by-products from construction activities; and processing and preparation of materials, such as from asphaltic batch plants; shall be controlled at all times, including weekends, holidays and hours when work is not in progress. The Contractor shall maintain excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, spoil areas, borrow areas, and other work areas within or outside the project boundaries free from particulates which would cause the Federal, State, and Local air pollution standards to be exceeded or which would cause a hazard or a nuisance. Sprinkling, chemical treatment of an approved type, baghouse, scrubbers, electrostatic precipitators or other methods will be permitted to control particulates in the work area. Sprinkling, to be efficient, must be repeated to keep the disturbed area damp at all times. The Contractor must have sufficient, competent equipment available to accomplish these tasks. Particulate control shall be performed as the work proceeds and whenever a particulate nuisance or hazard occurs. The Contractor shall comply with all State and Local visibility regulations.

3.4.2 Odors

Odors from construction activities shall be controlled at all times. The odors shall not cause a health hazard and shall be in compliance with State regulations and/or Local ordinances.

3.4.3 Sound Intrusions

The Contractor shall keep construction activities under surveillance and control to minimize environment damage by noise. The Contractor shall comply with the provisions of the State rules.

3.4.4 Burning

Burning will not be allowed on the project site unless specified in the Task Order SCOPE OF WORK or authorized in writing by the Contracting Officer. The specific time, location, and manner of burning shall be subject to approval.

3.5 CHEMICAL MATERIALS MANAGEMENT AND WASTE DISPOSAL

Disposal of wastes shall be as directed below, unless otherwise specified in Task Order SCOPE OF WORK. The Task Order SCOPE OF WORK will discuss the following options:

3.5.1 Solid Wastes

Solid wastes (excluding clearing debris) shall be placed in containers which are emptied on a regular schedule. Handling, storage, and disposal shall be conducted to prevent contamination. Segregation measures shall be employed so that no hazardous or toxic waste will become co-mingled with solid waste. [The Contractor shall transport solid waste off Government property and dispose of it in compliance with Federal, State, and local requirements for solid waste disposal. A Subtitle D RCRA permitted landfill shall be the minimum acceptable off-site solid waste disposal option. The Contractor shall verify that the selected transporters and disposal facilities have the necessary permits and licenses to operate.] [Waste materials shall be hauled to the Government landfill site [shown on the drawings] [designated by the Contracting Officer].] [The Contractor shall comply with [site procedures] [Federal, State, and local laws and regulations] pertaining to the use of landfill areas.]

3.5.2 Chemicals and Chemical Wastes

Chemicals shall be dispensed ensuring no spillage to the ground or water. Periodic inspections of dispensing areas to identify leakage and initiate corrective action shall be performed and documented. This documentation will be periodically reviewed by the Government. Chemical waste shall be collected in corrosion resistant, compatible containers. Collection drums shall be monitored and removed to a staging or storage area when contents are within 6 inches of the top. Wastes shall be classified, managed, stored, and disposed of in accordance with Federal, State, and local laws and regulations.

3.5.3 Contractor Generated Hazardous Wastes/Excess Hazardous Materials

Hazardous wastes are defined in 40 CFR 261, or are as defined by applicable State and local regulations. Hazardous materials are defined in 49 CFR 171 - 178. The Contractor shall, at a minimum, manage and store hazardous waste in compliance with 40 CFR 262 [and shall manage and store hazardous waste in accordance with the [Installation] [Project Office] hazardous waste management plan]. The Contractor shall take sufficient measures to prevent spillage of hazardous and toxic materials during dispensing. The Contractor shall segregate hazardous waste from other materials and wastes, shall protect it from the weather by placing it in a safe covered location, and shall take precautionary measures such as berming or other appropriate measures against accidental spillage. The Contractor shall be responsible for storage, describing, packaging, labeling, marking, and placarding of hazardous waste and hazardous material in accordance with 49 CFR 171 - 178, State, and local laws and regulations. The Contractor shall transport Contractor generated hazardous waste off Government property within [60][_____] days in accordance with the Environmental Protection Agency and the Department of Transportation laws and regulations. The Contractor shall dispose of hazardous waste in compliance with Federal, State and local laws and regulations. Spills of hazardous or toxic materials shall be immediately reported to the Contracting Officer[and the Facility Environmental Office]. Cleanup and cleanup costs due to spills shall be the Contractor's responsibility. [The disposition of Contractor generated

hazardous waste and excess hazardous materials are the Contractor's responsibility.] [The Contractor shall coordinate the disposition of hazardous waste with the [Facility's] [Project Office's] Hazardous Waste Manager and the Contracting Officer.]

3.5.4 Fuel and Lubricants

Storage, fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spill and evaporation. Fuel, lubricants and oil shall be managed and stored in accordance with all Federal, State, Regional, and local laws and regulations. Used lubricants and used oil to be discarded shall be stored in marked corrosion-resistant containers and recycled or disposed in accordance with 40 CFR 279, State, and local laws and regulations. [There shall be no storage of fuel on the project site. Fuel must be brought to the project site each day that work is performed.] [Storage of fuel on the project site shall be accordance with all Federal, State, and local laws and regulations.]

3.5.5 Waste Water

Disposal of waste water shall be as specified below.

a. Waste water from construction activities, such as onsite material processing, concrete curing, foundation and concrete clean-up, water used in concrete trucks, forms, etc. shall not be allowed to enter water ways or to be discharged prior to being treated to remove pollutants. The Contractor shall dispose of the construction related waste water [off-Government property in accordance with all Federal, State, Regional and Local laws and regulations.] [or by collecting and placing it in a retention pond where suspended material can be settled out and/or the water can evaporate to separate pollutants from the water. The site for the retention pond shall be coordinated and approved with the Contracting Officer. The residue left in the pond prior to completion of the project shall be removed, tested, and disposed off-Government property in accordance with Federal, State, and local laws and regulations. The area shall be backfilled to the original grade, top-soiled and seeded/sodded. [The water in the retention pond shall be tested for [_____]and the results reviewed and approved by the Contracting Officer, prior to being discharged or disposed off-Government property].]

b. For discharge of ground water, the Contractor shall [obtain a State or Federal permit specific for pumping and discharging ground water prior to surface discharging.] [surface discharge in accordance with all Federal, State, and local laws and regulations.] [surface discharge in accordance with the requirements of the NPDES or State STORM WATER DISCHARGES FROM CONSTRUCTION SITES permit.] [land apply on the project site. Land application shall be in accordance with all Federal, State, Regional, and/or Local laws and regulations for pumping and land applying ground water.]

c. Water generated from the flushing of lines after [disinfection or disinfection in conjunction with hydrostatic testing] [hydrostatic testing] shall be [land applied in accordance with all

Federal, State, and local laws and regulations for land application] [discharged into the sanitary sewer with prior approval and/or notification to the Waste Water Treatment Plant's Operator].

3.6 RECYCLING AND WASTE MINIMIZATION

The Contractor shall participate in State and Local government sponsored recycling programs. The Contractor is further encouraged to minimize solid waste generation throughout the duration of the project, unless otherwise addressed in the Task Order SCOPE OF WORK.

3.7 NON-HAZARDOUS SOLID WASTE DIVERSION REPORT (TASK ORDER SCOPE OF WORK WILL ADDRESS THE REQUIREMENTS.)

The Contractor shall maintain an inventory of non-hazardous solid waste diversion and disposal of construction and demolition debris. The Contractor shall submit a report to [_____] through the Contracting Officer on the first working day after each fiscal year quarter, starting the first quarter that non-hazardous solid waste has been generated. The following shall be included in the report:

a. Construction and Demolition (C&D) Debris Disposed = [_____] in cubic yards or tons, as appropriate.

b. Construction and Demolition (C&D) Debris Recycled = [_____] in cubic yards or tons, as appropriate.

c. Total C&D Debris Generated = [_____] in cubic yards or tons, as appropriate.

d. Waste Sent to Waste-To-Energy Incineration Plant (This amount should not be included in the recycled amount) = [_____] in cubic yards or tons, as appropriate.

3.8 HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES

Existing historical, archaeological, and cultural resources within the Contractor's work area will be indicated by the Task Order SCOPE OF WORK. The Contractor shall protect these resources and shall be responsible for their preservation during the life of the Task Order. If during excavation or other construction activities any previously unidentified or unanticipated historical, archaeological, and cultural resources are discovered or found, all activities that may damage or alter such resources shall be temporarily suspended. Resources covered by this paragraph include but are not limited to: any human skeletal remains or burials; artifacts; shell, midden, bone, charcoal, or other deposits; rock or coral alignments, pavings, wall, or other constructed features; and any indication of agricultural or other human activities. Upon such discovery or find, the Contractor shall immediately notify the Contracting Officer so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in impact to or the destruction of these resources. The Contractor shall secure the area and prevent employees or other persons from trespassing on, removing, or otherwise disturbing such resources.

3.9 BIOLOGICAL RESOURCES

The Contractor shall minimize interference with, disturbance to, and damage to fish, wildlife, and plants including their habitat. The Contractor shall be responsible for the protection of threatened and endangered animal and plant species including their habitat in accordance with Federal, State, Regional, and Local laws and regulations.

3.10 INTEGRATED PEST MANAGEMENT

In order to minimize impacts to existing fauna and flora, the Contractor, through the Contracting Officer, shall coordinate with the Installation or other Pest Management Coordinator (IPMC) or Project Pesticide Coordinator (PPC) at the earliest possible time prior to pesticide application. The Contractor shall discuss integrated pest management strategies with the [IPMC] or [PPC] and receive concurrence from the [IPMC] or [PPC] through the COR prior to the application of any pesticide associated with these specifications. Project Office Pest Management personnel shall be given the opportunity to be present at all meetings concerning treatment measures for pest or disease control and during application of the pesticide. The use and management of pesticides are regulated under 40 CFR 152 - 186.

3.10.1 Pesticide Delivery and Storage

Pesticides shall be delivered to the site in the original, unopened containers bearing legible labels indicating the EPA registration number and the manufacturer's registered uses. Pesticides shall be stored according to manufacturer's instructions and under lock and key when unattended.

3.10.2 Qualifications

For the application of pesticides, the Contractor shall use the services of a subcontractor whose principal business is pest control. The subcontractor shall be licensed and certified in the state where the work is to be performed.

3.10.3 Pesticide Handling Requirements

The Contractor shall formulate, treat with, and dispose of pesticides and associated containers in accordance with label directions and shall use the clothing and personal protective equipment specified on the labeling for use during all phases of the application. Material Safety Data Sheets (MSDS) shall be available for all pesticide products.

3.10.4 Application

Pesticides shall be applied by a State Certified Pesticide Applicator in accordance with EPA label restrictions and recommendation. The Certified Applicator shall wear clothing and personal protective equipment as specified on the pesticide label. Water used for formulating shall only come from locations designated by the Contracting Officer. The Contractor shall not allow the equipment to overflow. Prior to application of pesticide, all equipment shall be inspected for leaks, clogging, wear, or damage and shall be repaired prior to being used.

3.11 PREVIOUSLY USED EQUIPMENT

The Contractor shall clean all previously used construction equipment prior to bringing it onto the project site. The Contractor shall ensure that the equipment is free from soil residuals, egg deposits from plant pests, noxious weeds, and plant seeds. The Contractor shall consult with the USDA jurisdictional office for additional cleaning requirements.

3.12 MAINTENANCE OF POLLUTION FACILITIES

The Contractor shall maintain permanent and temporary pollution control facilities and devices for the duration of the Task Order or for that length of time construction activities create the particular pollutant.

3.13 MILITARY MUNITIONS

In the event the Contractor discovers or uncovers military munitions as defined in 40 CFR 260, the Contractor shall immediately stop work in that area and immediately inform the Contracting Officer.

3.14 TRAINING OF CONTRACTOR PERSONNEL

The Contractor's personnel shall be trained in all phases of environmental protection and pollution control. The Contractor shall conduct environmental protection/pollution control meetings for all Contractor personnel prior to commencing construction activities. Additional meetings shall be conducted for new personnel and when site conditions change. The training and meeting agenda shall include: methods of detecting and avoiding pollution; familiarization with statutory and contractual pollution standards; installation and care of devices, vegetative covers, and instruments required for monitoring purposes to ensure adequate and continuous environmental protection/pollution control; anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants; recognition and protection of archaeological sites, artifacts, wetlands, and endangered species and their habitat that are known to be in the area.

3.15 CONTAMINATED MEDIA MANAGEMENT

Contaminated environmental media consisting of, but not limited to, ground water, soils, and sediments shall be managed in accordance with Section 01356L.

3.16 POST CONSTRUCTION CLEANUP

The Contractor shall clean up all areas used for construction in accordance with Contract Clause: "Cleaning Up". The Contractor shall, unless otherwise instructed in writing by the Contracting Officer, obliterate all signs of temporary construction facilities such as haul roads, work area, structures, foundations of temporary structures, stockpiles of excess or waste materials, and other vestiges of construction prior to final acceptance of the work. The disturbed area shall be graded, filled and the entire area seeded unless otherwise indicated.

-- End of Section --

SECTION 01356L

STORM WATER POLLUTION PREVENTION MEASURES
12/03

PART 1 GENERAL

The requirements of this section shall apply for Task Orders where Ground Disturbing Activities occur on areas of 1 acre or more. The one acre area shall include the work area, access routes and the contractor storage area. Any requirement deviations shall be addressed in the Task Order SCOPE OF WORK.

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 4439	(1997) Standard Terminology for Geosynthetics
ASTM D 4491	(1996) Water Permeability of Geotextiles by Permittivity
ASTM D 4533	(1991; R 1996) Trapezoid Tearing Strength of Geotextiles
ASTM D 4632	(1991) Grab Breaking Load and Elongation of Geotextiles
ASTM D 4751	(1995) Determining Apparent Opening Size of a Geotextile
ASTM D 4873	(1995) Identification, Storage, and Handling of Geosynthetic Rolls

1.2 GENERAL

The Contractor shall implement the storm water pollution prevention measures specified in this section in a manner which will meet the requirements of Section 01355L ENVIRONMENTAL PROTECTION, and the requirements of the National Pollution Discharge Elimination System (NPDES) permit unless the Task Order SCOPE OF WORK allows otherwise.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section [01330L/01331L] SUBMITTAL PROCEDURES:

SD-07 Certificates

Mill Certificate or Affidavit(Task Order Specific); G, RE

Certificate attesting that the Contractor has met all specified requirements.

1.4 EROSION AND SEDIMENT CONTROLS

The controls and measures required by the Contractor are described below.

1.4.1 Stabilization Practices

The stabilization practices to be implemented shall include, but not be limited to the following: temporary seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, erosion control matts, protection of trees, and preservation of mature vegetation. On his daily CQC Report, the Contractor shall record the dates when the major grading activities occur, e.g., clearing and grubbing, excavation, embankment, and grading; when construction activities temporarily or permanently cease on a portion of the site; and when stabilization practices are initiated. Except as provided in paragraphs UNSUITABLE CONDITIONS and NO ACTIVITY FOR LESS THAN 21 DAYS, stabilization practices shall be initiated as soon as practicable, but no more than 14 days, in any portion of the site where construction activities have temporarily or permanently ceased.

1.4.1.1 Unsuitable Conditions

Where the initiation of stabilization measures by the fourteenth day after construction activity temporarily or permanently ceases is precluded by unsuitable conditions caused by the weather, stabilization practices shall be initiated as soon as practicable after conditions become suitable.

1.4.1.2 No Activity for Less Than 21 Days

Where construction activity will resume on a portion of the site within 21 days from when activities ceased e.g., the total time period that construction activity is temporarily ceased is less than 21 days, then stabilization practices do not have to be initiated on that portion of the site by the fourteenth day after construction activity temporarily ceased.

1.4.2 Structural Practices

Structural practices shall be implemented to divert flows from exposed soils, temporarily store flows, or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Structural practices shall be implemented in a timely manner during the construction process to minimize erosion and sediment runoff. Structural practices shall include the following devices as minimum.

1.4.2.1 Silt Fences

The Contractor shall provide silt fences as a temporary structural practice to minimize erosion and sediment runoff. Silt fences shall be properly installed to effectively retain sediment immediately after completing each phase of work where erosion would occur in the form of sheet and rill erosion (e.g. clearing and grubbing, excavation, embankment, and grading). Silt fences shall be installed in all locations indicated by the Best

Management Practices (BMPs) Guidance. Final removal of silt fence barriers shall be upon approval by the Contracting Officer.

1.4.2.2 Straw Bales

The Contractor shall provide bales of straw as a temporary structural practice to minimize erosion and sediment runoff. Bales shall be properly placed to effectively retain sediment immediately after completing each phase of work (e.g., clearing and grubbing, excavation, embankment, and grading) in each independent runoff area (e.g., after clearing and grubbing in a area between a ridge and drain, bales shall be placed as work progresses, bales shall be removed/replaced/relocated as needed for work to progress in the drainage area). Areas where straw bales are to be used are to be installed at all locations indicated by the BMP Guidance. Final removal of straw bale barriers shall be upon approval by the Contracting Officer. Rows of bales of straw shall be provided as follows:

a. Along the downhill perimeter edge of all areas disturbed.

b. Along the top of the slope or top bank of drainage ditches, channels, swales, etc. that traverse disturbed areas.

c. Along the toe of all cut slopes and fill slopes of the construction areas.

d. Perpendicular to the flow in the bottom of existing drainage ditches, channels, swales, etc. that traverse disturbed areas or carry runoff from disturbed areas. Rows shall be spaced/installed at all locations indicated by the BMP Guidance.

e. Perpendicular to the flow in the bottom of new drainage ditches, channels, and swales. Rows shall be spaced/installed at all locations indicated by the BMP Guidance.

f. At the entrance to culverts that receive runoff from disturbed areas.

1.4.2.3 Diversion Dikes

Diversion dikes shall have a maximum channel slope of 2 percent and shall be adequately compacted to prevent failure. The minimum height measured from the top of the dike to the bottom of the channel shall be 18 inches. The minimum base width shall be 6 feet and the minimum top width shall be 2 feet. The Contractor shall ensure that the diversion dikes are not damaged by construction operations or traffic. Diversion dikes shall be installed at all locations indicated by the BMP Guidance.

PART 2 PRODUCTS

2.1 COMPONENTS FOR SILT FENCES

2.1.1 Filter Fabric

The geotextile shall comply with the requirements of ASTM D 4439, and shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. The filament shall consist

of a long-chain synthetic polymer composed of at least 85 percent by weight of ester, propylene, or amide, and shall contain stabilizers and/or inhibitors added to the base plastic to make the filaments resistance to deterioration due to ultraviolet and heat exposure. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life at a temperature range of 0 to 120 degrees F. The filter fabric shall meet the following requirements:

FILTER FABRIC FOR SILT SCREEN FENCE

PHYSICAL PROPERTY	TEST PROCEDURE	STRENGTH REQUIREMENT
Grab Tensile	ASTM D 4632	100 lbs. min.
Elongation (%)		30 % max.
Trapezoid Tear	ASTM D 4533	55 lbs. min.
Permittivity	ASTM D 4491	0.2 sec-1
AOS (U.S. Std Sieve)	ASTM D 4751	20-100

2.1.2 Silt Fence Stakes and Posts

The Contractor may use either wooden stakes or steel posts for fence construction. Wooden stakes utilized for silt fence construction, shall have a minimum nominal cross section of 2 inches by 2 inches when oak is used and 4 inches by 4 inches when pine is used, and shall have a minimum length of 5 feet. Steel posts (standard "U" or "T" section) utilized for silt fence construction, shall have a minimum weight of 1.33 pounds per linear foot and a minimum length of 5 feet.

2.1.3 Mill Certificate or Affidavit

A mill certificate or affidavit shall be provided attesting that the fabric and factory seams meet chemical, physical, and manufacturing requirements specified above. The mill certificate or affidavit shall specify the actual Minimum Average Roll Values and shall identify the fabric supplied by roll identification numbers. The Contractor shall submit a mill certificate or affidavit signed by a legally authorized official from the company manufacturing the filter fabric.

2.1.4 Identification Storage and Handling

Filter fabric shall be identified, stored and handled in accordance with ASTM D 4873.

2.2 COMPONENTS FOR STRAW BALES

The straw in the bales shall be stalks from oats, wheat, rye, barley, rice, or from grasses such as byhalia, bermuda, etc., furnished in air dry condition. The bales shall have a standard cross section of 14 inches by 18 inches. All bales shall be either wire-bound or string-tied. The Contractor may use either wooden stakes or steel posts to secure the straw bales to the ground. Wooden stakes utilized for this purpose, shall have a minimum nominal dimensions of 2 inches x 2 inches in cross section and shall have a minimum length of 3 feet. Steel posts (standard "U" or "T" section)

utilized for securing straw bales, shall have a minimum weight of 1.33 pounds per linear foot and a minimum length of 3 feet.

PART 3 EXECUTION

3.1 INSTALLATION OF SILT FENCES

Silt fences shall extend a minimum of 16 inches above the ground surface and shall not exceed 34 inches above the ground surface. Filter fabric shall be from a continuous roll cut to the length of the barrier to avoid the use of joints. When joints are unavoidable, filter fabric shall be spliced together at a support post, with a minimum 6 inch overlap, and securely sealed. A trench shall be excavated approximately 4 inches wide and 4 inches deep on the upslope side of the location of the silt fence. The 4-inch by 4-inch trench shall be backfilled and the soil compacted over the filter fabric. Silt fences shall be removed upon approval by the Contracting Officer.

3.2 INSTALLATION OF STRAW BALES

Straw bales shall be placed in a single row, lengthwise on the contour, with ends of adjacent bales tightly abutting one another. Straw bales shall be installed so that bindings are oriented around the sides rather than along the tops and bottoms of the bales in order to prevent deterioration of the bindings. The barrier shall be entrenched and backfilled. A trench shall be excavated the width of a bale and the length of the proposed barrier to a minimum depth of 4 inches. After the bales are staked and chinked (gaps filled by wedging with straw), the excavated soil shall be backfilled against the barrier. Backfill soil shall conform to the ground level on the downhill side and shall be built up to 4 inches against the uphill side of the barrier. Loose straw shall be scattered over the area immediately uphill from a straw bale barrier to increase barrier efficiency. Each bale shall be securely anchored by at least two stakes driven through the bale. The first stake or steel post in each bale shall be driven toward the previously laid bale to force the bales together. Stakes or steel pickets shall be driven a minimum 18 inches deep into the ground to securely anchor the bales.

3.3 MAINTENANCE

The Contractor shall maintain the temporary and permanent vegetation, erosion and sediment control measures, and other protective measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness, by restoration of destroyed vegetative cover, and by repair of erosion and sediment control measures and other protective measures. The following procedures shall be followed to maintain the protective measures.

3.3.1 Silt Fence Maintenance

Silt fences shall be inspected in accordance with paragraph INSPECTIONS. Any required repairs shall be made promptly. Close attention shall be paid to the repair of damaged silt fence resulting from end runs and undercutting. Should the fabric on a silt fence decompose or become ineffective, and the barrier is still necessary, the fabric shall be replaced promptly. Sediment deposits shall be removed when deposits reach one-third of the height of the barrier. When a silt fence is no longer

required, it shall be removed. The immediate area occupied by the fence and any sediment deposits shall be shaped to an acceptable grade. The areas disturbed by this shaping shall be seeded in accordance with BMP Guidance.

3.3.2 Straw Bale Maintenance

Straw bale barriers shall be inspected in accordance with paragraph INSPECTIONS. Close attention shall be paid to the repair of damaged bales, end runs and undercutting beneath bales. Necessary repairs to barriers or replacement of bales shall be accomplished promptly. Sediment deposits shall be removed when deposits reach one-half of the height of the barrier. Bale rows used to retain sediment shall be turned uphill at each end of each row. When a straw bale barrier is no longer required, it shall be removed. The immediate area occupied by the bales and any sediment deposits shall be shaped to an acceptable grade. The areas disturbed by this shaping shall be seeded in accordance with BMP Guidance.

3.3.3 Diversion Dike Maintenance

Diversion dikes shall be inspected in accordance with paragraph INSPECTIONS. Close attention shall be paid to the repair of damaged diversion dikes and necessary repairs shall be accomplished promptly. When diversion dikes are no longer required, they shall be shaped to an acceptable grade. The areas disturbed by this shaping shall be seeded in accordance with BMP Guidance.

3.4 INSPECTIONS

3.4.1 General

The Contractor shall inspect disturbed areas of the construction site, areas used for storage of materials that are exposed to precipitation that have not been finally stabilized, stabilization practices, structural practices, other controls, and area where vehicles exit the site at least once every seven (7) calendar days and within 24 hours of the end of any storm that produces 0.5 inches or more rainfall at the site. Where sites have been finally stabilized, such inspection shall be conducted at least once every month.

3.4.2 Inspections Details

Disturbed areas and areas used for material storage that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the Storm Water Pollution Prevention Plan shall be observed to ensure that they are operating correctly. Discharge locations or points shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Locations where vehicles exit the site shall be inspected for evidence of offsite sediment tracking.

3.4.3 Inspection Reports

For each inspection conducted, the Contractor shall prepare a report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of the Storm Water Pollution Prevention Plan, maintenance performed, and actions taken. The report shall

be furnished to the Contracting Officer within 24 hours of the inspection as a part of the Contractor's daily CQC REPORT. A copy of the inspection report shall be maintained on the job site.

3.4.4 Monthly Inspection Report and Certification Form for Erosion and Sediment Controls

A copy of the Monthly Inspection Report and Certification Form for Erosion and Sediment Controls] is attached to the end of this section. On the first working day of each month the Contractor shall also furnish one copy of the form submitted to the Contracting Officer as part of the Contractor's daily CQC Report and attach a copy of the completed form to the Plan. Unless otherwise notified by the COR, Contractor shall submit the [Monthly Inspection Report and Certification Forms] for an additional two months after the final completion of all storm water pollution prevention measures required in this Task Order have been implemented.

-- End of Section --

SECTION 01420L

SOURCES FOR METRIC PRODUCTS
05/01

PART 1 GENERAL

Manufacturere listed are for information only and are not intended to limit selections from other manufacturers producing metric products.

1.1 REFERENCES

1.1.1 Access Floor

Following firms make access floor.
Interface AR R.A. Coffey, Cinci, OH
Don Heeney Tom Bougie
616-243-2211 513-631-1711

Tate Access Floors MD
Bill Reinolds
410-799-4200

USG Interiors/Donn IL
Chuck Capperine
312-606-4190

Interface GA
Only size is 500 x 500 intended for wire management applications.

Lew Engle, Peter LePage
800-336-0225

1.1.2 Air Diffusers and Grilles

Acutherm CA
Manufacturer of VAV air distribution devices, can make metric sizes.
Caroline
510-785-0510

Aireguide FL
A large air products mfr, can make 80-90% of its products in metric sizes.
Daryl Gray
305-888-1631

Carnes WI
A large mfr, often makes metric sizes.
Dick Laughlin
608-845-6411

Donco Air Products IA
Can make light troffer, slot, and lay-in diffusers up to 1500 mm long.
Ron Jansen/Marc Vanedgrift
515-488-2211

Duralast LA
Ron Vinson (distributor)
504-837-2346

J & J Register TX
Can make hard sizes.
Paul Dana
915-852-9111

Juniper Industries NY
Has made, and can make metric size diffusers and grilles.
Steve Liebermann
718-326-2546

Krueger, Ind. AZ
Can make metric sizes.
Steve Bowser
972-918-8894

Rock Island Register IL
Can make its diffuser in 600 x 600.
John Howarth
309-788-5611

Thermo Kinetics SC
Can make metric grilles and diffusers. No extra cost.
Terry Rutledge
800-268-0697

Titus Products TX
Major mfr. of grilles and diffuser products, indicates a number of products now available in metric sizes.
John Frank
972-699-1030

1.1.3 Anchor Bolts

These firms can provide metric anchor bolts, threaded rod, and similar material.

AI Nut & Bolt
Victor Villegas
800-5423-4287

Archer-Engineering IL
Ron Lanie
773-247-3501
No minimum quantity.

Atwood Industries OH
Jeff Mueller, James Mraz
800-362-2059
No minimum order. Premium on smaller quantities.

Fansteel Mfg. LA
Dick Humston
800-394-7091
Lists metric threads can be obtained on their anchor bolt products.

High Point Fasteners NJ
Ted Brace
201-293-3411
No minimum quantity.

Hilti OK
Dick Wollmenshauzser
800-879-6000
Offers their HSL metric expansion anchors in M8, M10, M12, M16, M20, and M24.

Kenneth Lilly Fasteners DE
Gary Lilly, Roland Sharp
800-433-1815
No minimum quantity.

Midstate Bolt and Screw MI
Herb Sommers, Kevin Bloss
800-482-0867
No minimum quantity.

O'Brien Iron Works CA
Richard Schulba, Richard Kotalik
510-685-5300
No minimum quantity.

Piping Technology TX
Marion McKnight, Aundrela Durham
713-731-0030
required minimum order

Richmond Screw Anchor TX
Leroy Caldwell
800-989-2700
No minimum order, premium on orders of 100 bolts or less.

Steel Products/Massillon HO
Mike Friel
800-874-2658
Minimum $50.00 order.

Wayne Bolt MI
Joe or Mike Wojcik
800-521-2207
No minimum guantity

1.1.4 Block/CMU

Many firms can supply hard metric block.

Betco Block
Is supplying metric block to GSA. Minimum order is 150 m2.

Betco Block MD, Scott Harper, 800-486-2312
Betco Block PA, Steve Nagel, 800-300-6155
Betco Block VA, Robert Carmody, 800-486-4011

Capital Industries, MI
manufacturers for Burns and Russell MD
Dick Collins
        810-828-3083

Clarkes Block GA
L. E. Wells
        912-234-3436

Colorado Concrete Mfg. CO
Karl Dolder, Thor Kaumeyer
        719-390-5477
Paving Stone

Dagostino Building Blocks NY
Ed Carey, Jeff Orvis
        518-374-3116

Featherlight Building Products TX
Wade Albritton, H. V. Moss
        512-472-2424
Can produce metric block

Grand Blanc Cement MI
Michael Hicks, Ron Hunt
        800-875-7500
Can supply metric molds, all shapes.

E. P. Henry NJ
Stephen Reale, Mariane Anzaldo
        609-845-6200
Paving Stones

Jewell Concrete Products TX
Walter Grisham
        817-772-3440
Steve Bickerdike
        903-592-0752
Can make metric block.

Superlite Block AZ
Mark Yablowski
        520-744-3500
Several hundred block orders acceptable.

Trenwyth Industries PA
Bill Witheron
        800-233-1924
Makes many metric block sizes.

Tricon Enterprises MA
Reiner Kuntz
        508-697-6112
Paving Blocks

1.1.5 Block/Glass

Pittsburgh Corning PA
Robert McMarlin
412-327-6100
Makes metric glass block. Several patterns. 190 X 190 mm (80 or 100 mm thick)

1.1.6 Carpet

Interface GA
Scott Landa, Kathy Kerby
800-336-0225
Carpet Tiles. No minimum, but premiums on orders from 1 to 100 m2 orders.
Shaw PA
Sara Jornson, 800-424-7429
Carpet Tiles.

1.1.7 Ceiling Systems

Armstrong World Industries PA
Tim Traber
717-396-6207
Usually no added cost or lead time for metric sizes.

Celotex Corporation FL
Debbie Morales
813-873-4027
A major tile Mfr, offers an entire product line of hard metric sizes.

Chicago Metallic Corp. IL
Doug Evak
800-323-7164
Makes Metric grids.

National Rolling Mills PA
Rich Mattioni
610-644-6700
Steel Ceilings OH
Lou Heil
614-622-4655
Can make metric perforated and unperforated accoustical metal ceiling panels in steel, aluminum, and stainless.

USG Interiors IL
David Vanosdall
312-606-3804

1.1.8 Conductors

These firms either have made metric conductors before, or are able to make them.

Americable AR
Noubar Sarkissian
800-643-1516

Produces mm2 sizes, and can supply for US projects, (sizes 0.5 to 300 mm2)

American Flexible Conduit MA
Mary Lou Newell
800-225-8588
Has made metric before, can produce mm2 sizes.

Pacific Electricord CA
Beverlly Kokis
310-532-6600
Stocks some 0.75, 1, and 1.5 mm2 product. Can produce other sizes.

Pirelli Cable NJ
Joe Anderson
800-845-8507
Has made mm2 sizes, and produce.

Rome Cable NY
Jan Visser
315-337-3000
Has made mm2 sizes, can produce.

1.1.9 Curtainwalls

These are obtainable in hard metric. This means panel length and width can be any size. Panel extrusions may be hard to change, and may need to be specified in soft metric.

Howard Industries, FL
Bob Voigt or Joe Sixto
815-889-4105
A major windowall mfr, has done foreign work, can make metric sizes.

Kalwell Corporation NH
Bruce Keller
800-258-9777
A major curtainwall producer, can make hard metric sizes.

Kawneer Company GA
Edward Bugg, Asst. Engrg Mgr, 540-433-2711
A major manufacturer, has been making metric fior overseas for years, and can make any metric size.

1.1.10 Doors/ Metal

Acme Steel Door NY
Joseph Licari
718-384-7800

American Steel Products NY
Hank Repperger
516-293-7100
Can make any size metric door.

Amweld Building Products, OH
Fred Bloom, Jr.

800-248-6116
Has made metric before, can make metric sizes.

Ceco Door IN + TN
Emil Kostel
615-661-5030
A major mfr, can make any hard metric size.

Dual Lock OR
Rick Carlton
800-678-0566
Major aluminum products, mfr, can make any metric size.

1.1.11 Doors/Wood

Many other door manufacturers indicated ability to supply metric doors but did not respond with detailed information prior to publication.

Eagle Plywood and Door Mfr NJ
Tony Schifano
908-769-7650
No minimum

Marlite OH
Donald Sweitzer
330-343-6621
Can produce.

Mohawk Flush Doors PA
Don Enigk
717-473-3557
No minimum.

Vancouver Door WA
Gary Geppert
206-845-9581

1.1.12 Gypsum Board

Celotex FL
Christa
813-873-4027

Georgia Pacific GA
Mohomid Ali, Mel Happel
800-225-6119

National Gypsum NC
Jim Allen
800-628-4662

Temple Inland TX
Jim Rush
800-231-6060

USG Interiors IL

Chuck Capperino
312-606-4190

1.1.13 Elevators

Dover TN
601-393-2110

Montgomery IL
309-764-6771

Otis Elevator SC
803-875-8000

Schindler NJ
201-984-9500

1.1.14 Floor Tile

Freudenberg MA
Mike Goulette
508-689-0530

Gerbert PA
Bill Neifert
717-299-5035

Roppe OH
800-537-9527

1.1.15 Lighting Fixtures

We recommend that selection of fixtures be limited to the high volume, commonly used lay-in fixtures, since industry is concerned that the effort associated with converting all products to metric over a short period of time would be difficult, as tooling requires resources and time to construct.

ALP Lighting IL
Don Michels
773-774-9550
Supplies louvers and lenses to many major US mfrs., can produce these products in any required metric size. ALP has supplied louvers to Germany and England in metric sizes.

American Fluorescent IL
Gary Stabelfeldt
847-249-5970
Can produce the 600 x 600 and 600 x 1200 fixtures. Electronic ballasts available. Parabolic and lensed available. Minimum order is about 500 fixtures.

Bieber Lighting Corporation CA
Bob Bieber, Ron Bieber
800-243-2375 213-776-4744

Can make both 600 x 600 and 600 x 1200 hard metric fixtures. 18 cell parabolics, electronic ballasts, are available.

C. W. Cole & Co. CA
KevinBrummett
818-443-2473
Can make both 600 x 600 and 600 x 1200 hard metric light fixtures. Parabolic and lensed. Electronic ballasts are available.

Day-O-Lite Manufacturing RI
Steve weisman
401-467-8232
Can produce the 600 x 600 and 600 x 1200 fixtures. Electronic ballasts available, parabolic and lensed available. No minimum order quantity.

Hasco Electric Corp. CT
Brad Segona
203-531-9400
Can produce both the 600 x 600 and 600 x 1200 fixtures. Parabolic, lense and electronic ballasts available. Minimum order is about 20 fixtures.

Holophane OH
Dennise Lohman
614-345-9631
Can provide the 600 x 600 and 600 x 1200 fixtures. Parabolic or lensed available. Electronic ballasts available. Holophane has quoted hard metric inquiries before. Minimum order is probably about 100 fixtures.

Lithonia GA
West Coast: Marcus Cone
818-965-0711
One of the largest US lay-in mfrs, produces hard metric fixtures in its SP, SP(air), Paramax, and Optimax products.

Louisville Lamp Company KY
Mike Davidson
502-964-4094
Is able to supply both the 600 x 600 and 600 x 1200 fixture. Electronic ballasts, parabolics, lensed fixtures available. No minimum quantity.

Lumispec PA
Eric Papougenis
215-228-3830
Can produce both 600 x 600 and 600 x 1200 hard metric fixtures. Parbolics, lensed, and electronic ballasts available. Minimum order is about 30 fixtures.

Mark Lighting NJ
George Miller
800-526-6280
Has made metric fixtures before, can supply both the 600 x 600 and 600 x 1200. Minimum order is about 50 fixtures.

Morlite Equipment PA
Michele Lohder
814-774-9631

Solar Kinetics TX
972-556-2376
Is able to provide the 600 x 600 and 600 x 1200 fixtures. Electronic ballasts available.

USI/Columbia Lighting WA
Mark Johnson
509-924-7000
The second largest fluorescent fixture producer in the country, often produces hard metric sizes, can supply 600 x 600 and 600 x 1200, and can make almost any size metric fixture. Lead times would not normally exceed 8-10 weeks.

1.1.16 Lumber

Vanport Mfg. OR
Wayne Geist
503-663-4466
90% of production is in hard metric for Japanese and other export markets. Thicknesses 27-120 mm. Widths 45-360 mm.

1.1.17 Mechanical Equipment

Many major manufacturers of mechanical equipment already have metric literature on their products, are converting literature and product data to metric, or have committed to do so for US metric projects.

American Standard
Ansul Fire Protection
Aurora Pump
Baltimore Air Coil
Carrier Corporation
Central Sprinkler
Dunham-Bush
Hurst Boiler
ITT Bell Gossett
Lendis and Gyr Powers
Liebert, current catalog has metric
Loren Cook Company
Marley Cooling Tower
McQuay
Trane Company
York

1.1.18 Nuts

These firms can supply nuts for anchor bolts and common construction fasteners

Century AL
Lynda Oakley
205-772-7300
Can supply metric nuts. $50 minimum order.

Coloc TX

Dick Ingram
903-848-8411
Can make up to M116 nuts. Many grades. $50 minimum order.

Fasteners and Metal Products MA
Tom Hatzis
617-489-0414
Can supply metric nuts.

Midwest Bolt and Supply MO
George Nudler
816-842-7880
Can supply metric nuts. $25 minimum.

North Texas Bolt & Nuts TX
John Ricard
972-647-0608
A distributor, can supply metric nuts

Quality Bolt LA
Pat McGrail
504-923-2607
Can provide orders in the $200-300 range.

Sampson Industries AZ
Brian Saxton, Christine Gruice
602-581-80822

1.1.19 Plywood

Metric plywood can now be used for items like housing, barracks, sheathing or formwork applications.

Champion International FL
Carl Capps
800-874-3240
Makes metric sheet sizes and thicknesses. Metric available for underlayment, sheathing, and sanded products. Metric concrete form panels can he ordered Minimum order is 1 truckload.

Wood International OR
Larry Cleverley
503-297-4738
Can supply 50-100 piece orders.

Murphy Plywood OR
John Murphy, Mark Gryziec
503-459-3225
Can make metric plywood.

Potlatch WA
C. D. Whitney/Mac Ryerse
509-328-0930
Has exported metric, can make metric sizes.

Roseburg Forest Products OR

Dave Adams/Kevin Barry
541-679-3311
Makes 6-19 mm thick plywood, can make metric sheets. Makes other metric wood building products. Minimum order is 1 truckload.

Stone Forest Industries, OR
Lain Osborn, Tom Clow
800-541-6906
Currently produces both metric dimensional and thickness plywood. This firm could produce about two pressloads minimum order (about 60 sheets) but premiums would apply to small orders of this size.

1.1.20 Rebar

Birmingham Steel AL
Chuck James
Stocks rebar in 10-35 mm. Minimum order is about 20 Mg, or one truckload, which can consist of different sizes, and can be shipped anywhere in the country. Facility ships rebar overseas requlary.

Cascade Steel OR
Glen Peterson
503-472-4181 x 3307
Currently makes 10-35 mm. 45 and 55 mm might require some lead time. When sizes are in stock, minimum order is about 20 Mg, or one truckload, which can be mixed sizes.

Florida Steel FL
Don Ballard, Don Haney
813-251-8811
Can produce A615M bar. Has production in Fl, NC, and TN.

Marion Steel OH
Gerry Lehrke, Michael Johnson
614-383-4011
Can make A615M but is not able to make 45 and 55 mm.

New Jersey Steel NJ
Gary Giovannetti, Elaine Skiba
908-721-6600

Nucor Steel UT
R. Wayne Jones
801-458-2300
Can make A615M rebar 400/500 ton minimum order.

1.1.21 Steel Plate

Metric steel plate is available from US mfrs, and is being specified in hard metric on our projects.
Most firms indicated metric plate is usually not stocked, and would require some additional lead time. Many of these firms could also be consulted for hard metric sheet metal purchase.

Many firms indicated, however, that no order would be too small to supply such as an order for 5 or 10 base plates. However, premiums would apply to smaller orders. Many grades can be supplied.

Many of the firms also fabricate. We can provide data on what standard sizes of plate are being specified government projects.

Sample firms that stock thickness plate/ or are able to supply or produce it:

Accro-Met NC
Andrea Montano
800-543-4755
Can supply in 6-150 mm.

Excel Bridge Mfg. CA
Craig Vasquez
562-944-0701
Can obtain steel plate and fabricate products in any metric dimension.

Leeco Steel Products IL
Mark Dickman
800-621-4366
Stocks some A572M metric plate. Can supply size/thickness in A572M or other qrades.

Metalmart CA
Jed
800-888-7766
Has supplied metric plate. Stocks some, can supply many other thickness

United States Steel Can provide a chart showing their standard metric plate thicknesses (6-160 mm). They indicate their mill prices are generally the same as their prices for equivalent English sizes.

1.1.22 Structural Bolts

Many firms can produce A325M/M164M, and A490M/M253M bolts. Some can make ASTM A394M, qalvanized metric transmission tower bolts.

Metric bolts may now be utilized on all projects. Some firms indicated they could supply metric bolts at small quantities, but premiums primarily related to set up costs, would be associated.

Atwood Industries OH
James Mraz
800-362-2059 .
Can supply A325M and A490M, as well as other metric bolts.

Bennett Bolt Works NY
Ron Merrill NY, 315-689-3981
Vince Ruggerio OH, 216-979-9813

Detroit Heading MI
Roger Palmer, Kevin Stanisz
313-925-8138

Can also make A394M.

Haydon Bolts PA
Richard Guisti
215-537-8700

Holo-Chrome CT
Skip Gallo

Huck Int'l TX
Larry Chipman, Chuck Schultz
800-388-4825
Makes A325M and A49OM product.

Kenneth Lilly Fasteners DE
Gary Lilly, Roland Sharp
800-433-1818
Can supply A325M and A49OM.

Lake Erie Screw OH
Steve Vass
216-521-1800

Metric and Multistandard Components NY
Craig Worster
800-431-2792
Can supply A325M and A490M bolts. Also supplies other metric bolts.

Mid-West Fabricating OH
Vaughn Doss
614-969-4411

National Bolt NY
M. D. Strauss
800-992-6587
Minimum order is 500 bolts.

Nucor Fastener Div IN
Jim Witucky
800-955-6826
Minimum order is one keg per size.

Ohio Rod Products IN
Jay Whitehead
812-689-6565

AI Nut & Bolt CA
Luke Sullivan
800-423-4287
Is able to make metric bolts.

United Steel and Fasteners IL
Perri Guerino, Bob Fiorio
630-250-0900
No minimum quantity. Premium on smaller orders.

Wayne Bolt MI
Joe or Mike Wojcik
800-521-2207
No minimum quantity.

1.1.23 Tools

Metric tape measures are available.

Some construction firms are using metric only tapes.
Federal agencies can buy 10 ft/3.3 m tape measures on GSA schedule. Product # 5210-00-4988, under $5.

Lufkin Tools NC
919-362-7511
Makes metric tape measures.

Stanley Tools FL
312-286-7330
Makes metric measures
32-156 (5 m) 32-158 (5m/16')
33-443 (10 m) 33-428 (7.5 m/25')
Carl Lickwar, Alan G. Martin 203-225-5111

Metric framing squares have also been ordered from Stanley by the US Public Health Service.

Stanley Hand Tools CT
800-262-2161

US Tape VA
W. S. Spotswood
703-256-1500
Makes metric tape measures, steel tapes, and derrick tapes.

Scales. Metric scales are available:

Staedtler-Mars Model 987-18-1
Alvin Model 117 PM Charvoz Model 30-1261

Contact your local graphic arts supply store to order.

1.1.24 Windows

Alenco Commercial Group TX
Ed Lund
409-823-6557

Andersen Windows Commercial Group MN
Craig Johnson
612-439-5150

Modu-Line Windows WI
Mike Capo
715-842-9110

Marvin Windows MN
John Schrack
800-821-8390
218-386-1430

Pella Windows IA
Cheryl Waits
515-628-1000
Can make any metric size.

PART 2 NOT USED

PART 3 NOT USED

-- End of Section --

SECTION 01451L

CONTRACTOR QUALITY CONTROL
12/03

PART 1 GENERAL

When Conventional Construction type Task Order are issued, use this section. When Design/Build Construction Task Orders are issued, refer to Section 01453L. When Service type Task Orders are issued, Contractor Quality Control Procedures/Requirements will be specified in the Task Order SCOPE OF WORK.

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740	(2001) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
ASTM E 329	(2000b) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Task Order.

1.3 SUBMITTALS

SD-01 Preconstruction Submittals

Quality Control Plan (Corporate & Task Order Site Specific); G, RE

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract/Task Order requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The Task Order site project superintendent will be held responsible for the quality of work on

the job and is subject to removal by the Contracting Officer for non-compliance with the quality requirements specified in the contract/Task Order. The Task Order site project superintendent in this context shall be the highest level manager responsible for the overall construction activities at the site, including quality and production. The Task Order site project superintendent shall maintain a physical presence at the site at all times, except as otherwise acceptable to the Contracting Officer or as indicated in the Task Order SCOPE OF WORK, and shall be responsible for all construction and construction related activities at the Task Order site.

3.2 NOT USED

3.3 CONTRACTOR QUALITY CONTROL PLAN (CQC PLAN)

The Contractor shall furnish for review by the government, not later than 30 days after contract Award, the Corporate CQC Plan proposed to implement the requirements of the Contract Clause titled "Inspection of Construction." Upon award of a Task Order the contractor shall furnish no later than 10 days after Task Order Notice to Proceed, the Task Order Site Specific CQC Plan. The plan shall identify personnel, procedures, control, instructions, tests, records, and forms to be used. The Government will consider an interim plan for the first 30 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.3.1 Content of the Corporate and Task Order CQC Plans

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to someone higher than the project superintendent in the contractor's organization for Task Orders greater than $1,000,000 or the project superintendent or someone higher in the contractor's organization for Task Orders less than $1,000,000. (Corporate and/or Task Order Site Specific)

b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function. (Corporate and/or Task Order Site Specific)

c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract/Task Order. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of

these letters shall also be furnished to the Government. (Corporate and/or Task Order Site Specific)

d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01330L SUBMITTAL PROCEDURES. (Corporate)

e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be approved by the Contracting Officer.) (Task Order Site Specific)

f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation. (Corporate)

g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected. (Corporate)

h. Reporting procedures, including proposed reporting formats. (Corporate)

i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting. (Task Order Site Specific)

3.3.2 Acceptance of Plan

Acceptance of the Contractor's Corporate and Task Order plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.3.3 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.4 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss

the Contractor's quality control system. The CQC Plan shall be submitted for review a minimum of 5 calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract/ Task Order file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.4.1 Subcontractor CQC Orientation

Before a Subcontractor begins work on the job site, the CQC System Manager will train the Subcontractor by showing the video tape entitled "CQC - A Bridge (or Pathway) to Success" and answering any questions pertaining to quality control operations. This requirement is waived only if a Subcontractor attended the initial coordination meeting described above. A copy of this video can be borrowed from the Contracting Officer. A record of the orientation shall be documented in the QC Report.

3.5 QUALITY CONTROL ORGANIZATION (REQUIRED FOR EACH TASK ORDER)

3.5.1 Personnel Requirements

The requirements for the CQC organization are a CQC System Manager, Site Safety Health Officer (SSHO) and sufficient number of additional qualified personnel to ensure safety and contract compliance. A CQC System Manager and SSHO will be required in accordance with the Task Order SCOPE OF WORK with one of the following options.

[The Site Safety Health Officer (SSHO) and CQC System Manager can be the same person/individual.]

[The Site Safety Health Officer shall be a different individual than the CQC (not the superintendent) who will receive direction and authority from the CQC System Manager and shall serve as a member of the CQC staff.]

[The Site Safety Officer shall be a different individual than the CQC (not the superintendent) who will be responsible for the overall safety on the project and shall receive delegated authority directly from an authorized official of the firm; the SSHO shall have the authority to stop work which is not in compliance with the USACE EM 385-1-1 and shall not be a member of the CQC staff.]

[The CQC System manager and the superintendent can be the same person/individual, but the Site Safety Health Officer must be different individual than the CQC/superintendent. The SSHO can either be a member of the CQC staff, or shall receive delegated authority directly from an authorized official of the firm; the SSHO shall have the authority to stop work which is not in compliance with the USACE EM 385-1-1].

Personnel identified in the technical provisions as requiring specialized skills to assure the required work is being performed properly will also be

included as part of the CQC organization. The Contractor's CQC staff shall maintain a presence at the site at all times during progress of the work and have complete authority and responsibility to take any action necessary to ensure contract/ Task Order compliance. The CQC staff shall be subject to acceptance by the Contracting Officer. The Contractor shall provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Complete records of all letters, material submittals, show drawing submittals, schedules and all other project documentation shall be promptly furnished to the CQC organization by the Contractor. The CQC organization shall be responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

3.5.2 CQC System Manager

3.5.2.1 The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. A CQC System Manager will be required for this Task Order SCOPE OF WORK in accordance with one of the following options:

1) [a graduate engineer, graduate architect, or a graduate of construction management, with a minimum of 2 years construction experience on construction similar to this Task Order.]

2) [a construction person with a minimum of 5 years in related work.]

3.5.2.2 CQC System Manager shall be one of the following:

1) an employee of the prime contractor for all Task Orders over $1,000,000.

2) employed by/an employee of the prime contractor or subcontractor according to the Task Order SCOPE OF WORK depending on the complexity of the Task Order work as determined by the government for Task Orders $200,000 to $1,000,000.

3) employed by/an employee of the subcontractor for Task Orders less than $200,000, unless otherwise specified in individual Task Order SCOPE OF WORK.

3.5.2.3 CQC System Manager shall be, unless otherwise specified in individual Task Order SCOPE OF WORK:

1) [assigned no other duties]

2) [assigned as CQC System Manager but may have other quality control duties as identified per the Experience Matrix Table.]

3) [assigned as System Manager but may have duties as the SSHO in addition to quality control duties.]

4) [assigned as System Manager but may have duties as project superintendent in addition to quality control if a different individual is used as the SSHO.]

5) [An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.]

3.5.3 Site Safety Health Officer

The Contractor shall identify a SSHO in accordance with the Task Order SCOPE OF WORK and submit qualifications to the Government for acceptance. This individual shall be a member [prime contractor] [subcontractor] of the onsite work organization and be responsible for overall management of the safety and occupational health program, with authority to act in all safety matters for the Contractor. A copy of the letter to the SSHO signed by an authorized official of the firm describing responsibilities and delegating authority to stop work when safety or occupational health of workers is compromised must be provided to the Government. These educational requirements are in addition to the requirements listed in Section 01525L.

1) College graduate with a minimum of 5 years construction safety similar to the Task Order work.

2) An individual having 10 years of previous construction safety experience similar to the Task Order work. See Section 01525L for additional requirements and experience qualification for the SSHO.

The Contractor must show evidence that this individual has completed OSHA training, is trained in First Aid, and CPR. An alternate for the SSHO shall be identified in the event of the SSHO absence. The qualifications for the alternate shall be the same as for the SSHO.

Acceptance of the Contractor's SSHO is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during construction. The Government reserves the right to require the Contractor to make changes to operations including removal of personnel, as necessary, to obtain a safe work site. At no time will the job be permitted to operate without a SSHO on duty at the work site.

Duties of the SSHO shall include, as a minimum, the following in addition to the duties listed per Section 01525L: prepare the contractor's Safety Plan, and Activity Hazard Analysis for each definable feature of work; provide safety indoctrination to all construction site visitors; ensure the Contractor's accepted Accident Prevention Plan is carried out; ensure that all contractor/subcontractor employees have all HTRW, asbestos, and lead paint training, and their personnel protection equipment meets applicable OSHA/EPA requirements. Conducts daily walkthrough of the site ensuring work is being accomplished safely and occupational health is not compromised; attend and participate in all preparatory and initial quality control phase meetings; conduct weekly safety meetings for all workers; conduct monthly supervisory safety meetings; provide accident reports; produce a Daily Safety Report of activities performed and attach this report to the Contractor's Quality Control Report. Minutes shall be provided of weekly and monthly safety meetings with the Daily Safety Report.

The SSHO shall appoint, in writing, individuals and indicate their duties/responsibilities for the employee who will be in charge of the second and third shifts. These people shall report their activities to the SSHO on

a daily basis. Their reports shall be included in the Daily Safety Report. The qualifications for these individuals shall be the same as for the SSHO.

3.5.4 Other CQC Personnel

In addition to CQC personnel specified elsewhere in the Task Order, the Contractor shall provide as part of the CQC organization specialized personnel to assist the CQC System Manager for the following areas as indicated per the Experience Matrix Table. These individuals shall be as identified in the Task Order SCOPE OF WORK:

1) directly employed by the prime Contractor and may not be employed by a supplier or sub-contractor on this project

2) employees of the prime or subcontractor

All the CQC staff shall be responsible to the CQC System Manager; be physically present at the construction site during work on their areas of responsibility; have the necessary education and/or experience in accordance with the experience matrix listed herein. These individuals shall be as identified in the Task Order SCOPE OF WORK:

1) shall have no other duties other than quality control

2) may perform other duties but must be allowed sufficient time to perform their assigned quality control duties as described in the Quality Control Plan.

The word "graduate" below indicates an individual possessing a four-year college degree accredited in the respective field listed.

Experience Matrix Table

	Area	Qualifications
a.	SSHO	See Section 01525L
b.	Civil	Graduate Civil Engineer with 2 years experience in the type of work being performed on this project or technician with 5 yrs related experience
c.	Mechanical	Graduate Mechanical Engineer with 2 yrs experience or person with 5 yrs related experience
d.	Electrical	Graduate Electrical Engineer with 2 yrs related experience or person with 5 yrs related experience
e.	Structural	Graduate Structural Engineer with 2 yrs

		experience or person with 5 yrs related experience
f.	Architectural	Graduate Architect with 2 yrs experience or person with 5 yrs related experience
g.	Environmental	Graduate Environmental Engineer with 3 yrs experience
h.	Submittals	Submittal Clerk with 1 yr experience
i.	Occupied family housing	Person, customer relations type, coordinator experience
j.	Concrete, Pavements and Soils	Materials Technician with 2 yrs experience for the appropriate area
k.	Testing, Adjusting and Balancing (TAB) Personnel	Specialist must be a member of AABC or an experienced technician of the firm certified by the NEBB.

3.5.5 Additional Requirement

In addition to the above experience [and] [and/or] education requirements the Construction CQC System Manager shall have completed and passed within the past 5 years the course entitled "Construction Quality Management For Contractors" within the last 5 years. This course is periodically offered by the Associated Builders and Constructors, Inc., or Associated General Contractor, Inc., and the U.S. Army Corps of Engineers, 696 Virginia Road, Concord, MA 01741-2751.

3.5.6 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.6 SUBMITTALS AND DELIVERABLES

Submittals, if required by the Task Order SCOPE OF WORK, shall be made as specified in Section 01330L SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals and deliverables are in compliance with the contract/ Task Order requirements. When Section 15950A HEATING, VENTILATING AND AIR CONDITIONING (HVAC) CONTROL SYSTEMS; 15951A DIRECT DIGITAL CONTROL FOR HVAC; 15990A TESTING, ADJUSTING, AND BALANCING OF HVAC SYSTEMS; or 01460L COMMISSIONING OF HVAC SYSTEMS are included in the Task Order, the submittals required by those sections shall be coordinated with Section 01330L SUBMITTAL PROCEDURES to ensure adequate time is allowed for each type of submittal required.

3.7 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract/ Task Order. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of work as follows:

3.7.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

a. A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work.

b. A review of the Task Order drawings.

c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.

d. Review of provisions that have been made to provide required control inspection and testing.

e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the Task Order.

f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.

g. A review of the appropriate activity hazard analysis to assure safety requirements are met.

h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.

i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.

j. Resolve all differences.

k. Discussion of the initial control phase.

l. The Government shall be notified at least 48 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the

preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet Task Order specifications.

3.7.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

a. A check of work to ensure that it is in full compliance with Task Order requirements. Review minutes of the preparatory meeting.

b. Verify adequacy of controls to ensure full contract/ Task Order compliance. Verify required control inspection and testing.

c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.

d. Resolve all differences.

e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.

f. The Government shall be notified at least 46 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.

g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3.7.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with Task Order requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

3.7.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if: the quality of on-going work is unacceptable; if there are changes in the applicable CQC staff, onsite production supervision or work crew; if work on a definable feature is

resumed after a substantial period of inactivity; or if other problems develop.

3.8 TESTS

3.8.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to Task Order requirements. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers validated testing laboratory or establish an validated testing laboratory at the work site. The Contractor shall perform the following activities and record and provide the following data:

a. Verify that testing procedures comply with Task Order requirements.

b. Verify that facilities and testing equipment are available and comply with testing standards.

c. Check test instrument calibration data against certified standards.

d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.

e. Results of all tests taken, both passing and failing tests, shall be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test shall be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an offsite or commercial test facility shall be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this Task Order.

3.8.2 Testing Laboratories

3.8.2.1 Capability Check

The Government reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the Task Order specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329.

3.8.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed a charge of $1,375.00 to reimburse the Government for each

succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the Task Order amount due the Contractor.

3.8.3 Onsite Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests, and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

3.8.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials shall be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the Corps of Engineers Division Laboratory, f.o.b., at the following address:

Commander and Director
Engineer Research and Development Center
ATTN: CEERD-GG-S
3909 Halls Ferry Road, Waterways Experience Station
Vicksburg, MS 39180-6199

Coordination for each specific test, exact delivery location, and dates will be made through the Area Office.

3.9 COMPLETION INSPECTION

3.9.1 Punch-Out Inspection

Near the end of the work, or any increment of the work established by a time stated in the Special Clause, "Commencement, Prosecution, and Completion of Work", or by the specifications, the CQC Manager shall conduct an inspection of the work. A punch list of items which do not conform to the approved drawings and specifications shall be prepared and included in the CQC documentation, as required by paragraph DOCUMENTATION. The list of deficiencies shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

3.9.2 Pre-Final Inspection

The Government will perform the pre-final inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government, so that a Final inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment of the work if the project is divided into increments by separate completion dates.

3.9.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at the final acceptance inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups, and major commands may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the Task Order, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all Task Order work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

3.10 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

a. Contractor/subcontractor and their area of responsibility.

b. Operating plant/equipment with hours worked, idle, or down for repair.

c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.

d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase shall be identified (Preparatory, Initial, Follow-up). List of deficiencies noted, along with corrective action.

e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.

f. Submittals and deliverables reviewed, with contract/Task Order reference, by whom, and action taken.

g. Offsite surveillance activities, including actions taken.

h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.

i. Instructions given/received and conflicts in plans and/or specifications.

j. Contractor's verification statement.

k. These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the Task Order. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the Task Order. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.11 SAMPLE FORMS

Sample forms for Deficiency List is enclosed at the end of Section 00850L as well as other forms the Contractor may utilize during this project. Forms may be generated by the RMS software.

3.11 NOTIFICATION OF NONCOMPLIANCE

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

SECTION 01453L

CONTRACTOR QUALITY CONTROL FOR DESIGN/BUILD
12/03

PART 1 GENERAL

When Design/Build Construction Task Orders are issued, use this section. When Conventional Construction type Task Order are issued, refer to Section 01451L. When Service type Task Orders are issued, Contractor Quality Control Procedures/Requirements will be specified in the Task Order SCOPE OF WORK.

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740	(2001) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
ASTM E 329	(2000b) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Task Orders.

1.3 SUBMITTALS

SD-01 Preconstruction Submittals

Design Quality Control Plan (Corporate and Task Order Site Specific); G, ED

Construction Quality Control Plan (Corporate and Task Order Site Specific); G, RE

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract

Clause titled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract/Task Order requirements. The system shall cover all design and construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The Task Order site project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with the quality requirements specified in the contract/Task Order. The Task Order site project superintendent in this context shall be the highest level manager responsible for the overall construction activities at the site, including quality and production. The Task Order site project superintendent shall maintain a physical presence at the site at all times, except as otherwise acceptable to the Contracting Officer or as indicated in the Task Order SCOPE OF WORK, and shall be responsible for all construction and construction related activities at the Task Order site.

3.2 DESIGN QUALITY CONTROL PLAN (DQC PLAN)

All documents shall be technically reviewed by competent, independent reviewers identified in the DQC Plan. The same element that produced the product shall not perform the independent technical review (ITR). The plan must identify the Independent Technical Review Team and their qualifications. The Contractor shall correct errors and deficiencies in the design documents prior to submitting them to the Government.

The Contractor shall include the design schedule in the master project schedule, showing the sequence of events involved in carrying out the project design tasks within the specific Task Order period. This should be at a detailed level of scheduling sufficient to identify all major design tasks, including those that control the flow of work. The schedule shall include review and correction periods associated with each item. This should reflect calendar days and not dates for each activity. If the schedule is changed, the Contractor shall submit a revised schedule reflecting the change within 7 calendar days. The Contractor shall include in the DQC Plan the discipline-specific checklists to be used during the design and quality control of each submittal.

The Contractor shall furnish for review by the government, not later than 30 days after contract Award, the Corporate DQCP for the design portion of the contract. Upon award of a Design/Build Task Order the contractor shall furnish no later than 10 days after Task Order Notice to Proceed, the Task Order Site Specific DQCP for the design portion of the Task Order. The professional quality, technical accuracy and the coordination of all design documents and other services to be provided by the prime Contractor and subcontractor/ consultants is of major importance. A logical and functional quality control program requiring technical and interdisciplinary reviews to eliminate errors and deficiencies in the design documents is required. As a minimum, the DQCP will address the following elements:

Management Approach - Define the specific management-methodology to be followed during the design phase of the work including the relationship between prime contractor and subcontractors/consultants. Address coordination, quality control, communications and lines of responsibility. The DQCP must also cover the process of review and approval of construction submittals as specified in Section 01331L.

Management Structure - Delineate the organizational structure and interrelationship of management and the design team including all subcontractor and consultants. Identify the key design and review team members showing their specific responsibilities. Either the designer or the reviewer must be a registered professional for the Architectural, Civil, Structural, Mechanical and Electrical disciplines.

List submittals required, dates for submittal, dates for completion of Government review and products required to be submitted. Technical review comments provided by the ITR Team must be submitted with each design submittals. The approved complete checklists shall be submitted at each design phase as part of the project documentation.

Designer or Designer of Record - The registered professional ultimately responsible and liable for adequacy and safety of the design. EOR review is required on all submittals and EOR approval is required on all submittals of extensions of design and submittals of critical materials. See Section 01331L for definitions of these type submittals.

3.2.1 Acceptance of Plan

Acceptance of the Contractor's DQCP for Design is required prior to the start of design. Acceptance is conditional and will be predicated on satisfactory performance during the preparation of design documents. The Government reserves the right to require the Contractor to make changes in his CQ Plan for Design, and operations including removal of personnel, as necessary, to obtain the quality specified.

3.3 CONSTRUCTION CONTRACTOR QUALITY CONTROL PLAN (CCQC PLAN)

The Contractor shall furnish for review by the government, not later than 30 days after contract Award, the Corporate CCQC Plan for the construction portion of the contract. Upon award of a Design/Build Task Order the contractor shall furnish no later than 10 days after Task Order Notice to Proceed, the Task Order Site Specific CCQC Plan for the construction portion of the Task Order. The CCQC Plan proposed shall implement the requirements of the Contract Clause titled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, tests, records, and forms to be used. The Government will consider an interim plan for the first 30 days of operation. Construction will be permitted to begin only after acceptance of the CCQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CCQC Plan or another interim plan containing the additional features of work to be started.

3.3.1 Content of the Corporate and Task Order CCQC Plans

The CCQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CCQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to someone higher than the project

superintendent in the contractor's organization for Task Orders greater than $1,000,000 or the project superintendent or someone higher in the contractor's organization for Task Orders less than $1,000,000. (Corporate and/or Task Order Site Specific)

b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CCQC function. (Corporate and/or Task Order Site Specific)

c. A copy of the letter to the CCQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CCQC System Manager, including authority to stop work which is not in compliance with the contract/Task Order. The CCQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government. (Corporate and/or Task Order Site Specific)

d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01331L SUBMITTAL PROCEDURES. (Corporate)

e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be approved by the Contracting Officer.) (Task Order Site Specific)

f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation. (Corporate)

g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected. (Corporate)

h. Reporting procedures, including proposed reporting formats. (Corporate)

i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting. (Task Order Site Specific)

3.3.2 Acceptance of Plan

Acceptance of the Contractor's Corporate and Task Order plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CCQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.3.3 Notification of Changes

After acceptance of the CCQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.4 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CCQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The CCQC Plan shall be submitted for review a minimum of 5 calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CCQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the Task Order file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CCQC system or procedures which may require corrective action by the Contractor.

3.4.1 Subcontractor CQC Orientation

Before a Subcontractor begins work on the job site, the CQC System Manager will train the Subcontractor by showing the video tape entitled "CQC - A Bridge (or Pathway) to Success" and answering any questions pertaining to quality control operations. This requirement is waived only if a Subcontractor attended the initial coordination meeting described above. A copy of this video can be borrowed from the Contracting Officer. A record of the orientation shall be documented in the QC Report.

3.5 QUALITY CONTROL ORGANIZATION (REQUIRED FOR EACH TASK ORDER)

3.5.1 Personnel Requirements

The requirements for the CQC organization are a CQC System Manager, Site Safety Health Officer (SSHO) and sufficient number of additional qualified personnel to ensure safety and contract/ Task Order compliance. A CQC System Manager and SSHO will be required in accordance with the Task Order SCOPE OF WORK with one of the following options.

[The Site Safety Health Officer (SSHO) and CQC System Manager can be the same person/individual.]

[The Site Safety Health Officer shall be a different individual than the CQC (not the superintendent) who will receive direction and authority from the CQC System Manager and shall serve as a member of the CQC staff.]

[The Site Safety Officer shall be a different individual than the CQC (not the superintendent) who will be responsible for the overall safety on the project and shall receive delegated authority directly from an authorized official of the firm; the SSHO shall have the authority to stop work which is not in compliance with the USACE EM 385-1-1 and shall not be a member of the CQC staff.]

[The CQC System manager and the superintendent can be the same person/individual, but the Site Safety Health Officer must be different individual than the CQC/superintendent. The SSHO can either be a member of the CQC staff, or shall receive delegated authority directly from an authorized official of the firm; the SSHO shall have the authority to stop work which is not in compliance with the USACE EM 385-1-1].

Personnel identified in the technical provisions as requiring specialized skills to assure the required work is being performed properly will also be included as part of the CQC organization. The Contractor's CQC staff shall maintain a presence at the site at all times during progress of the work and have complete authority and responsibility to take any action necessary to ensure contract/ Task Order compliance. The CQC staff shall be subject to acceptance by the Contracting Officer. The Contractor shall provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Complete records of all letters, material submittals, show drawing submittals, schedules and all other project documentation shall be promptly furnished to the CQC organization by the Contractor. The CQC organization shall be responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

3.5.2 CQC System Manager

3.5.2.1 The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. A CQC System Manager will be required for this Task Order SCOPE OF WORK in accordance with one of the following options:

1) [a graduate engineer, graduate architect, or a graduate of construction management, with a minimum of 2 years construction experience on construction similar to this Task Order.]

2) [a construction person with a minimum of 5 years in related work.]

3.5.2.2 CQC System Manager shall be one of the following:

1) an employee of the prime contractor for all Task Orders over $1,000,000.

2) employed by/an employee of the prime contractor or subcontractor according to the Task Order SCOPE OF WORK depending on the complexity of the Task Order work as determined by the government for Task Orders $200,000 to $1,000,000.

3) employed by/an employee of the subcontractor for Task Orders less than $200,000, unless otherwise specified in individual Task Order SCOPE OF WORK.

3.5.2.3 CQC System Manager shall be, unless otherwise specified in individual Task Order SCOPE OF WORK:

1) [assigned no other duties]

2) [assigned as CQC System Manager but may have other quality control duties as identified per the Experience Matrix Table.]

3) [assigned as System Manager but may have duties as the SSHO in addition to quality control duties.]

4) [assigned as System Manager but may have duties as project superintendent in addition to quality control if a different individual is used as the SSHO.]

5) [An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.]

3.5.3 Site Safety Health Officer

The Contractor shall identify a SSHO in accordance with the Task Order SCOPE OF WORK and submit qualifications to the Government for acceptance. This individual shall be a member [prime contractor] [subcontractor] of the onsite work organization and be responsible for overall management of the safety and occupational health program, with authority to act in all safety matters for the Contractor. A copy of the letter to the SSHO signed by an authorized official of the firm describing responsibilities and delegating authority to stop work when safety or occupational health of workers is compromised must be provided to the Government. These educational requirements are in addition to the requirements listed in Section 01525L.

1) College graduate with a minimum of 5 years construction safety similar to the Task Order work.

2) An individual having 10 years of previous construction safety experience similar to the Task Order work. See Section 01525L for additional requirements and experience qualification for the SSHO.

The Contractor must show evidence that this individual has completed OSHA training, is trained in First Aid, and CPR. An alternate for the SSHO shall be identified in the event of the SSHO absence. The qualifications for the alternate shall be the same as for the SSHO.

Acceptance of the Contractor's SSHO is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during construction. The Government reserves the right to require the Contractor to make changes to operations including removal of personnel, as necessary, to obtain a safe work site. At no time will the job be permitted to operate without a SSHO on duty at the work site.

Duties of the SSHO shall include, as a minimum, the following in addition to the duties listed per Section 01525L: prepare the contractor's Safety Plan, and Activity Hazard Analysis for each definable feature of work; provide safety indoctrination to all construction site visitors; ensure the Contractor's accepted Accident Prevention Plan is carried out; ensure that all contractor/subcontractor employees have all HTRW, asbestos, and lead paint training, and their personnel protection equipment meets applicable OSHA/EPA requirements. Conducts daily walkthrough of the site ensuring work is being accomplished safely and occupational health is not compromised; attend and participate in all preparatory and initial quality control phase meetings; conduct weekly safety meetings for all workers; conduct monthly supervisory safety meetings; provide accident reports; produce a Daily Safety Report of activities performed and attach this report to the Contractor's Quality Control Report. Minutes shall be provided of weekly and monthly safety meetings with the Daily Safety Report.

The SSHO shall appoint, in writing, individuals and indicate their duties/responsibilities for the employee who will be in charge of the second and third shifts. These people shall report their activities to the SSHO on a daily basis. Their reports shall be included in the Daily Safety Report. The qualifications for these individuals shall be the same as for the SSHO.

3.5.4 Other CQC Personnel

In addition to CQC personnel specified elsewhere in the Task Order, the Contractor shall provide as part of the CQC organization specialized personnel to assist the CQC System Manager for the following areas as indicated per the Experience Matrix Table. These individuals shall be as identified in the Task Order SCOPE OF WORK:

1) directly employed by the prime Contractor and may not be employed by a supplier or sub-contractor on this project

2) employees of the prime or subcontractor

All the CQC staff shall be responsible to the CQC System Manager; be physically present at the construction site during work on their areas of responsibility; have the necessary education and/or experience in accordance with the experience matrix listed herein. These individuals shall be as identified in the Task Order SCOPE OF WORK:

1) shall have no other duties other than quality control

2) may perform other duties but must be allowed sufficient time to perform their assigned quality control duties as described in the Quality Control Plan.

The word "graduate" below indicates an individual possessing a four-year college degree accredited in the respective field listed.

Experience Matrix Table

	Area	Qualifications
a.	SSHO	See Section 01525L
b.	Civil	Graduate Civil Engineer with

		2 years experience in the type of work being performed on this project or technician with 5 yrs related experience
c.	Mechanical	Graduate Mechanical Engineer with 2 yrs experience or person with 5 yrs related experience
d.	Electrical	Graduate Electrical Engineer with 2 yrs related experience or person with 5 yrs related experience
e.	Structural	Graduate Structural Engineer with 2 yrs experience or person with 5 yrs related experience
f.	Architectural	Graduate Architect with 2 yrs experience or person with 5 yrs related experience
g.	Environmental	Graduate Environmental Engineer with 3 yrs experience
h.	Submittals	Submittal Clerk with 1 yr experience
i.	Occupied family housing	Person, customer relations type, coordinator experience
j.	Concrete, Pavements and Soils	Materials Technician with 2 yrs experience for the appropriate area
k.	Testing, Adjusting and Balancing (TAB) Personnel	Specialist must be a member of AABC or an experienced technician of the firm certified by the NEBB.

3.5.5 Additional Requirement

In addition to the above experience [and] [and/or] education requirements the Construction CQC System Manager shall have completed and passed within the past 5 years the course entitled "Construction Quality Management For Contractors" within the last 5 years. This course is periodically offered by the Associated Builders and Constructors, Inc., or Associated General Contractor, Inc., and the U.S. Army Corps of Engineers, 696 Virginia Road, Concord, MA 01741-2751.

3.5.6 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall

revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.6 SUBMITTALS AND DELIVERABLES

Submittals, if required by the Task Order SCOPE OF WORK, shall be made as specified in Section 01331L SUBMITTAL PROCEDURES FOR DESIGN/BUILD. The CQC organization shall be responsible for certifying that all submittals and deliverables are in compliance with the contract/ Task Order requirements. When Section 15950A HEATING, VENTILATING AND AIR CONDITIONING (HVAC) CONTROL SYSTEMS; 15951A DIRECT DIGITAL CONTROL FOR HVAC; 15990A TESTING, ADJUSTING, AND BALANCING OF HVAC SYSTEMS; or 01460L COMMISSIONING OF HVAC SYSTEMS are included in the Task Order, the submittals required by those sections shall be coordinated with Section 01331L SUBMITTAL PROCEDURES FOR DESIGN/BUILD to ensure adequate time is allowed for each type of submittal required.

3.7 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract/ Task Order. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of work as follows:

3.7.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

a. A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work.

b. A review of the Task Order drawings.

c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.

d. Review of provisions that have been made to provide required control inspection and testing.

e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the Task Order.

f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.

g. A review of the appropriate activity hazard analysis to assure safety requirements are met.

h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.

i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.

j. Resolve all differences.

k. Discussion of the initial control phase.

l. The Government shall be notified at least 48 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet Task Order specifications.

3.7.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

a. A check of work to ensure that it is in full compliance with Task Order requirements. Review minutes of the preparatory meeting.

b. Verify adequacy of controls to ensure full contract/ Task Order compliance. Verify required control inspection and testing.

c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.

d. Resolve all differences.

e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.

f. The Government shall be notified at least 46 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.

g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3.7.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with Task Order requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

3.7.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if: the quality of on-going work is unacceptable; if there are changes in the applicable CQC staff, onsite production supervision or work crew; if work on a definable feature is resumed after a substantial period of inactivity; or if other problems develop.

3.8 TESTS

3.8.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to Task Order requirements. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers validated testing laboratory or establish an validated testing laboratory at the work site. The Contractor shall perform the following activities and record and provide the following data:

a. Verify that testing procedures comply with Task Order requirements.

b. Verify that facilities and testing equipment are available and comply with testing standards.

c. Check test instrument calibration data against certified standards.

d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.

e. Results of all tests taken, both passing and failing tests, shall be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test shall be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an offsite or commercial test facility shall be provided directly to the Contracting Officer. Failure to submit timely test reports as

stated may result in nonpayment for related work performed and disapproval of the test facility for this Task Order.

3.8.2 Testing Laboratories

3.8.2.1 Capability Check

The Government reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the Task Order specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329.

3.8.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed a charge of $1,375.00 to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the Task Order amount due the Contractor.

3.8.3 Onsite Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests, and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

3.8.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials shall be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the Corps of Engineers Division Laboratory, f.o.b., at the following address:

Commander and Director
Engineer Research and Development Center
ATTN: CEERD-GG-S
3909 Halls Ferry Road, Waterways Experience Station
Vicksburg, MS 39180-6199

Coordination for each specific test, exact delivery location, and dates will be made through the Area Office.

3.9 COMPLETION INSPECTION

3.9.1 Punch-Out Inspection

Near the end of the work, or any increment of the work established by a time stated in the Special Clause, "Commencement, Prosecution, and Completion of Work", or by the specifications, the CQC Manager shall conduct an inspection of the work. A punch list of items which do not conform to the approved drawings and specifications shall be prepared and included in the CQC documentation, as required by paragraph DOCUMENTATION. The list of deficiencies shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second

inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

3.9.2 Pre-Final Inspection

The Government will perform the pre-final inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government, so that a Final inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment of the work if the project is divided into increments by separate completion dates.

3.9.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at the final acceptance inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups, and major commands may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the Task Order, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all Task Order work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

3.10 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

a. Contractor/subcontractor and their area of responsibility.

b. Operating plant/equipment with hours worked, idle, or down for repair.

c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.

d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control

phase shall be identified (Preparatory, Initial, Follow-up). List of deficiencies noted, along with corrective action.

e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.

f. Submittals and deliverables reviewed, with contract/Task Order reference, by whom, and action taken.

g. Offsite surveillance activities, including actions taken.

h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.

i. Instructions given/received and conflicts in plans and/or specifications.

j. Contractor's verification statement.

k. These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the Task Order. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the Task Order. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.11 SAMPLE FORMS

Sample forms for Deficiency List is enclosed at the end of Section 00850L as well as other forms the Contractor may utilize during this project. Forms may be generated by the RMS software.

3.12 NOTIFICATION OF NONCOMPLIANCE

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

-- End of Section --

SECTION 01460L

COMMISSIONING OF HVAC SYSTEMS
12/03

PART 1 GENERAL

This specification section shall be used only when the Task Order SCOPE OF WORK so indicates that HVAC is to be installed or modified.

PART 1 GENERAL

Commissioning of the HVAC systems is the responsibility of the General Contractor. The General Contractor shall employ the services of an independent Commissioning Agent. The Commissioning Agent shall coordinate all aspects of the commissioning process. Commissioning procedures shall conform to National Environmental Balancing Bureau (NEBB) Procedural Standards for Building Systems Commissioning, Associated Air Balance Council (AABC) Commissioning Guidelines, or American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Guideline 1 - 1996 The HVAC Commissioning Process, and as listed in this specification.

1.1 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section [01330L/01331L] SUBMITTAL PROCEDURES:

SD-03 Product Data

Commissioning Agent; G, ED

The Commissioning Agent shall be a NEBB qualified Systems Commissioning Administrator (SCA) employed by a NEBB certified firm with a minimum of three years of HVAC commissioning experiencing and at least two projects of similar size and scope; or an AABC Certified Commissioning Agent (CCA) employed by an AABC certified firm with a minimum of three years of HVAC commissioning experience and at least two projects of similar size and scope; or a Professional Engineer (P.E.) with a minimum of five years of HVAC design experience who is not associated with the design of this project, is licensed in the state where this project is located, and has a minimum of three years experience and at least two projects of similar size and scope. The Commissioning Agent's qualifications shall be submitted no later than 30 days after Notice to Proceed.

Commissioning Team ; [___]

List of team members who will represent the Contractor in the pre-commissioning checks and functional performance testing, at least 2 weeks prior to the start of pre-commissioning checks. Proposed revision to the list, prior to the start of the impacted work.

Test Procedures; G, ED.

Detailed procedures for pre-commissioning checks and functional performance tests shall be submitted no later than 60 days after Notice to Proceed.

Test Schedule; G, ED.

Schedule for pre-commissioning checks and functional performance tests, at least 2 weeks prior to the start of pre-commissioning checks.

SD-06 Test Reports

Test Reports; G, ED.

Completed pre-commissioning checklists and functional performance test checklists organized by system and by subsystem and submitted as one package. The results of failed tests shall be included along with a description of the corrective action taken.

1.2 COMMISSIONING AGENT RESPONSIBILITIES

The Commissioning Agent shall be responsible for the following items, as well as any other items required by the NEBB Commissioning Procedural Standards, the AABC Commissioning Guideline, or the ASHRAE Guideline 1, whichever is used, not listed here:

a. Design Review - The Commissioning Agent shall review the Task Order Plans and Specifications and advise the Contracting Officer of any deficiencies that would prevent the HVAC systems from operating effectively in accordance with the sequence of operation specified. The Commissioning Agent shall provide a Design Review Report individually listing each deficiency and the corresponding proposed corrective action necessary for proper system operation. The report will be submitted to the Contracting Officer no later than 14 days after approval of the Commissioning Agent. The Contracting Officer, the Commissioning Agent, and the Designer shall meet and discuss any items contained in the report no later than 7 days after submission of the report. All items will be resolved at that meeting.

b. Commissioning Plan - The Commissioning Agent shall prepare the Commissioning Plan.

c. Construction - The Commissioning Agent shall review all HVAC system related shop drawings and submittals and verify the submitted equipment complies with the Task Order requirements. The Commissioning Agent shall review the status of the Pre-Commissioning Checklists, and shall verify the items on the checklists are installed in compliance with the Task Order requirements. The Commissioning Agent shall perform an onsite review and shall verify that the systems are in compliance with all specifications prior to the Functional Performance Tests.

d. Functional Performance Tests - The Commissioning Agent shall lead the Functional Performance Tests in accordance with the Commissioning Plan.

e. Final Commissioning Report - The Commissioning Agent shall prepare a Final Commissioning Report as required. The report shall detail any deficiencies found during the testing and the corrective actions taken. The

report shall include all Pre-Commissioning Checklists and Functional Performance Test Checklists, and any substantiating information.

1.3 SEQUENCING AND SCHEDULING

The Functional Performance Tests described in this Section shall begin only after all work and testing required in related Sections, including Section 15950 HEATING, VENTILATING, AND AIR CONDITIONING (HVAC) CONTROL SYSTEMS and Section 15990 TESTING, ADJUSTING AND BALANCING OF HVAC SYSTEMS, have been successfully completed, and after all test and inspection reports and operation and maintenance manuals required in these Sections have been submitted and approved.

PART 2 PRODUCTS(NOT APPLICABLE)

PART 3 EXECUTION

3.1 COMMISSIONING TEAM AND CHECKLISTS

The Contractor shall designate team members to participate in the pre-commissioning checks and the functional performance testing specified herein. The team members shall be as follows:

Designation	Function
QA	Contracting Officer's Quality Assurance Representative
QC	Contractor's Quality Control Representative
CA	Commissioning Agent

The following may be required to participate as team members during Pre-Commissioning Checks and Functional Performance Testing at the request of the Commissioning Agent:

Contractor's Mechanical Representative
Contractor's Electrical Representative
Contractor's Testing, Adjusting, and Balancing Representative
Contractor's Controls Representative
Design Agent's Representative
Using Agent's Representative

Each checklist shown in appendices A and B shall be completed by the commissioning team. Acceptance by each commissioning team member of each pre-commissioning checklist item shall be indicated by initials and date. Acceptance by each commissioning team member of each functional performance test checklist shall be indicated by signature and date.

3.2 TESTS

The pre-commissioning checks and functional performance tests shall be performed in a manner which essentially duplicates the checking, testing, and inspection methods established in the related Sections. Where checking, testing, and inspection methods are not specified in other Sections, methods shall be established which will provide the information required. Testing and verification required by this section shall be performed during the Commissioning phase. Requirements in related Sections are independent from the requirements of this Section and shall not be used to satisfy any of the

requirements specified in this Section. The Contractor shall provide all materials, services, and labor required to perform the pre-commissioning checks and functional performance tests. A pre-commissioning check or functional performance test shall be aborted if any system deficiency prevents the successful completion of the test or if any participating non-Government commissioning team member of which participation is specified is not present for the test. The Contractor shall reimburse the Government for all costs associated with effort lost due to tests that are aborted. These costs shall include salary, travel costs and per diem (where applicable) for Government commissioning team members.

3.2.1 Pre-Commissioning Checks

Pre-commissioning checks shall be performed for the items indicated on the checklists in Appendix A. Deficiencies discovered during these checks shall be corrected and retested in accordance with the applicable Task Order requirements.

3.2.2 Functional Performance Tests

Functional performance tests shall be performed for the items indicated on the checklists in Appendix B. Functional performance tests shall begin only after all pre-commissioning checks have been successfully completed. Tests shall prove all modes of the sequences of operation, and shall verify all other relevant Task Order requirements. Tests shall begin with equipment or components and shall progress through subsystems to complete systems. Upon failure of any functional performance test checklist item, the Contractor shall correct all deficiencies in accordance with the applicable Task Order requirements. The checklist shall then be repeated until it has been completed with no errors.

APPENDIX A

PRE-COMMISSIONING CHECKLISTS

Pre-commissioning checklist - Piping

For [_____] Piping System

Checklist Item	QA	QC	CA
Installation			
a. Piping complete.	___	___	___
b. As-built shop drawings submitted.	___	___	___
c. Piping flushed and cleaned.	___	___	___
d. Strainers cleaned.	___	___	___
e. Valves installed as required.	___	___	___
f. Piping insulated as required.	___	___	___
g. Thermometers and gauges installed as required.	___	___	___
h. Verify operation of valves.	___	___	___
i. Air vents installed as specified.	___	___	___
j. Flexible connectors installed as specified	___	___	___
k. Verify that piping has been labeled and valves identified as specified.	___	___	___
Testing, Adjusting, and Balancing (TAB)			
a. Hydrostatic test complete.	___	___	___
b. TAB operation complete.	___	___	___

Pre-commissioning Checklist - Ductwork

For Air Handler: [_____]

Checklist Item	QA	QC	CA
Installation			
a. Ductwork complete.	___	___	___
b. As-built shop drawings submitted.	___	___	___
c. Ductwork leak test complete.	___	___	___

NOTE: The first bracketed item will be used for Army projects, the second for Air Force projects.

[d. Fire dampers, smoke dampers, and access doors installed as required.	___	___	___]
[d. Fire dampers, smoke dampers, and access doors installed as required with installation of each verified by the specified team members initialing each location on a copy of the as-built drawings.	___	___	___]
e. Ductwork insulated as required.	___	___	___
f. Thermometers and gauges installed as required.	___	___	___
g. Verify open/closed status of dampers.	___	___	___
h. Verify smoke dampers operation.	___	___	___
i. Flexible connectors installed as specified	___	___	___
Testing, Adjusting, and Balancing (TAB)			
a. TAB operation complete.	___	___	___

Pre-commissioning Checklist - Multizone Air Handling Unit

For Air Handling Unit: [_____]

Checklist Item	QA	QC	CA
Installation			
a. Vibration isolation devices installed [and freed to float with adequate movement and seismic restraint] as specified.	___	___	___
b. Inspection and access doors are operable and sealed.	___	___	___
c. Casing undamaged.	___	___	___
d. Insulation undamaged.	___	___	___
e. Condensate drainage is unobstructed. (Visually verify pan drains completely by pouring a cup of water into drain pan.)	___	___	___
f. Fan belt adjusted.	___	___	___
g. Manufacturer's required maintenance clearance provided.	___	___	___
Electrical			
a. Power available to unit disconnect.	___	___	___
b. Power available to unit control panel.	___	___	___
c. Proper motor rotation verified.	___	___	___
d. Verify that power disconnect is located within sight of the unit it controls.	___	___	___
[e. Power available to electric heating coil.	___	___	___]
Coils			
[a. Chilled water piping properly connected.	___	___	___]
[a. Refrigerant piping properly connected.	___	___	___]
[b. Chilled water piping pressure tested.	___	___	___]
[b. Refrigerant piping pressure tested.	___	___	___]
[c. Hot water piping properly connected.	___	___	___]
[c. Steam and condensate piping properly connected.	___	___	___]

[d. Hot water piping pressure tested. ___ ___ ___]

[d. Steam and condensate piping pressure tested. ___ ___ ___]

e. Air vents installed on water coils [with shutoff valves] as specified. ___ ___ ___

f. Any damage to coil fins has been repaired ___ ___ ___

Controls

a. Control valves/actuators properly installed. ___ ___ ___

b. Control valves/actuators operable. ___ ___ ___

c. O.A. dampers/actuators properly installed. ___ ___ ___

d. O.A. dampers/actuators operable. ___ ___ ___

e. Zone dampers/actuators properly installed. ___ ___ ___

f. Zone dampers/actuators operable. ___ ___ ___

Testing, Adjusting, and Balancing (TAB)

a. Construction filters removed and replaced. ___ ___ ___

b. TAB report submitted. ___ ___ ___

c. TAB results within +10%/-0% of L/s cfm shown on drawings ___ ___ ___

d. TAB results for outside air intake within +10%/-0% of L/s CFM shown on drawings. ___ ___ ___

Pre-commissioning Checklist - Variable Volume Air Handling Unit

For Air Handling Unit: [_____]

Checklist Item	QA	QC	CA
Installation			
a. Vibration isolation devices installed.	___	___	___
b. Inspection and access doors are operable and sealed.	___	___	___
c. Casing undamaged.	___	___	___
d. Insulation undamaged.	___	___	___
e. Condensate drainage is unobstructed. (Visually verify drainage by pouring a cup of water into drain pan.)	___	___	___
f. Fan belt adjusted.	___	___	___
g. Manufacturer's required maintenance clearance provided.	___	___	___
Electrical			
a. Power available to unit disconnect.	___	___	___
b. Power available to unit control panel.	___	___	___
c. Proper motor rotation verified.	___	___	___
d. Verify that power disconnect is located within sight of the unit it controls.	___	___	___
[e. Power available to electric heating coil.	___	___	___]
Coils			
[a. Chilled water piping properly connected.	___	___	___]
[a. Refrigerant piping properly connected.	___	___	___]
[b. Chilled water piping pressure tested.	___	___	___]
[b. Refrigerant piping pressure tested.	___	___	___]
[c. Hot water piping properly connected.	___	___	___]
[c. Steam and condensate piping properly connected.	___	___	___]
[d. Hot water piping pressure tested.	___	___	___]

[d. Steam and condensate piping pressure tested. ___ ___ ___]

[e. Air vents installed on water coils [with shutoff valves] as specified. ___ ___ ___]

f. Any damage to coil fins has been repaired. ___ ___ ___]

Controls

a. Control valves/actuators properly installed. ___ ___ ___

b. Control valves/actuators operable. ___ ___ ___

c. Dampers/actuators properly installed. ___ ___ ___

d. Dampers/actuators operable. ___ ___ ___

e. Verify proper location, installation and calibration of duct static pressure sensor. ___ ___ ___

f. Fan air volume controller operable. ___ ___ ___

g. Air handler controls system operational. ___ ___ ___

Testing, Adjusting, and Balancing (TAB)

a. Construction filters removed and replaced. ___ ___ ___

b. TAB report submitted. ___ ___ ___

c. TAB results within +10%/-0% of L/s cfm shown on drawings ___ ___ ___

d. TAB results for outside air intake within +10%/-0% of both the minimum and maximum L/s cfms shown on drawings. ___ ___ ___

Pre-commissioning Checklist - VAV Terminal

For VAV Terminal: [_____]

Checklist Item	QA	QC	CA
Installation			
a. VAV terminal in place.	___	___	___
b. VAV terminal ducted.	___	___	___
c. VAV terminal connected to controls.	___	___	___
[d. Reheat coil connected to hot water pipe.	___	___	___]
[e. Electric reheat coil connected to local disconnect.	___	___	___]
f. Manufacturer's required maintenance clearance provided.	___	___	___
Controls			
a. Cooling only VAV terminal controls set.	___	___	___
b. Cooling only VAV controls verified.	___	___	___
c. Reheat VAV terminal controls set.	___	___	___
d. Reheat terminal/coil controls verified.	___	___	___
Testing, Adjusting, and Balancing (TAB)			
a. Verify terminal maximum air flow set.	___	___	___
b. Verify terminal minimum air flow set.	___	___	___
c. TAB operation complete.	___	___	___

Pre-commissioning Checklist - DX Air Cooled Condensing Unit

For Condensing Unit: [_____]

Checklist Item	QA	QC	CA
Installation	___	___	___
b. Refrigerant pipe leak tested.	___	___	___
c. Refrigerant pipe evacuated and charged in accordance with manufacturer's instructions.	___	___	___
d. Check condenser fans for proper rotation.	___	___	___
e. Any damage to coil fins has been repaired.	___	___	___
f. Manufacturer's required maintenance/ operational clearance provided.	___	___	___
Electrical			
a. Power available to unit disconnect.	___	___	___
b. Power available to unit control panel.	___	___	___
c. Verify that power disconnect is located within sight of the unit it controls	___	___	___
Controls			
a. Unit safety/protection devices tested.	___	___	___
b. Control system and interlocks installed.	___	___	___
c. Control system and interlocks operational.	___	___	___

Pre-commissioning Checklist - Pumps

For Pump: [_____]

Checklist Item	QA	QC	CA
Installation			
a. Pumps grouted in place.	___	___	___
b. Pump vibration isolation devices functional.	___	___	___
c. Pump/motor coupling alignment verified.	___	___	___
d. Piping system installed.	___	___	___
e. Piping system pressure tested.	___	___	___
f. Pump not leaking.	___	___	___
g. Field assembled couplings aligned to meet manufacturer's prescribed tolerances.	___	___	___
Electrical			
a. Power available to pump disconnect.	___	___	___
b. Pump rotation verified.	___	___	___
c. Control system interlocks functional.	___	___	___
d. Verify that power disconnect is located within sight of the unit it controls.	___	___	___
Testing, Adjusting, and Balancing (TAB)			
a. Pressure/temperature gauges installed.	___	___	___
b. Piping system cleaned.	___	___	___
c. Chemical water treatment complete.	___	___	___
d. Water balance complete.	___	___	___
e. Water balance with design maximum flow.	___	___	___
f. TAB Report submitted.	___	___	___

Pre-commissioning Checklist - Packaged Air Cooled Chiller

For Chiller: [_____]

Checklist Item	QA	QC	CA
Installation			
a. Chiller properly piped.	___	___	___
b. Chilled water pipe leak tested.	___	___	___
c. Verify that refrigerant used complies with specified requirements.	___	___	___
d. Any damage to coil fins has been repaired.	___	___	___
e. Manufacturer's required maintenance clearance provided.	___	___	___
Electrical			
a. Power available to unit disconnect.	___	___	___
b. Power available to unit control panel.	___	___	___
c. Separate power is supplied to electric heating tape.	___	___	___
d. Verify that power disconnect is located within sight of the unit it controls.	___	___	___
Controls			
a. Factory startup and checkout complete.	___	___	___
b. Chiller safety/protection devices tested.	___	___	___
c. Chilled water flow switch installed.	___	___	___
d. Chilled water flow switch tested.	___	___	___
e. Chilled water pump interlock installed.	___	___	___
f. Chilled water pump interlock tested.	___	___	___

Pre-commissioning Checklist - Centrifugal Chiller

For Chiller: [_____]

Checklist Item	QA	QC	CA
Installation			
a. Chilled water connections properly piped.	___	___	___
b. Condenser water connections properly piped.	___	___	___
c. Chilled water pipe leak tested.	___	___	___
d. Condenser water pipe leak tested.	___	___	___
e. High efficiency purge unit installed and operating as specified.	___	___	___
f. Refrigerant leak detector installed.	___	___	___
g. Oxygen sensor installed and tested.	___	___	___
h. Mechanical room ventilation installed as specified.	___	___	___
i. Manufacturer's required maintenance clearance provided.	___	___	___
j. Field assembled couplings aligned to meet manufacturer's prescribed tolerances.	___	___	___
Electrical			
a. Power available to unit starter.	___	___	___
b. Power available to unit control panel.	___	___	___
c. Verify that power disconnect is located within sight of the unit it controls.	___	___	___
Controls			
a. Factory startup and checkout complete.	___	___	___
b. Chiller safety/protection devices tested.	___	___	___
c. Chilled water flow switch installed.	___	___	___
d. Chilled water flow switch tested.	___	___	___
e. Chilled water pump interlock installed.	___	___	___
f. Chilled water pump interlock tested.	___	___	___

g. Condenser water flow switch installed. ___ ___ ___

h. Condenser water flow switch tested. ___ ___ ___

i. Condenser water pump interlock installed. ___ ___ ___

j. Condenser water pump interlock tested. ___ ___ ___

Pre-commissioning Checklist - Cooling Tower

For Cooling Tower: [_____]

Checklist Item	QA	QC	CA
Installation			
a. Cooling tower in place.	___	___	___
b. Cooling tower piped.	___	___	___
c. Cooling tower fan drive adjusted.	___	___	___
d. Cooling tower makeup water supply piped.	___	___	___
e. Verify makeup control valve shutoff.	___	___	___
f. Fan lubricated and blade pitch adjusted.	___	___	___
g. Manufacturer's required maintenance/ operational clearance provided.	___	___	___
Electrical			
a. Power available to tower disconnect.	___	___	___
b. Power available to electric sump heater.	___	___	___
c. Control system interlocks functional.	___	___	___
d. Motor and fan rotation checked.	___	___	___
e. Verify that power disconnect is located within sight of the unit is controls.	___	___	___
Piping			
a. Tower basin is clean and filled.	___	___	___
b. Condenser water treatment functional.	___	___	___
c. Water balance with design flow verified.	___	___	___
d. Water distribution headers balanced.	___	___	___

Pre-commissioning Checklist - Hot Water Boiler

For Boiler: [_____]

Checklist Item	QA	QC	CA
Installation			
a. Boiler flue installed.	___	___	___
b. Boiler hot water piping installed.	___	___	___
c. Boiler hot water piping tested.	___	___	___
d. Boiler makeup water piping installed.	___	___	___
e. Boiler fuel oil piping installed.	___	___	___
f. Boiler fuel oil piping tested.	___	___	___
g. Boiler gas piping installed.	___	___	___
h. Boiler gas piping tested.	___	___	___
i. Manufacturer's required maintenance clearance provided.	___	___	___
Startup			
a. Boiler system cleaned and filled with treated water.	___	___	___
b. Boiler safety/protection devices, including high temperature burner shut-off, low water cutoff, flame failure, pre and post purge, have been tested.	___	___	___
c. Verify that PRV rating conforms to boiler rating.	___	___	___
d. Boiler water treatment system functional.	___	___	___
e. Boiler startup and checkout complete.	___	___	___
f. Combustion efficiency demonstrated.	___	___	___
Electrical			
a. Verify that power disconnect is located within sight of the unit served.	___	___	___
Controls			
a. Hot water pump interlock installed.	___	___	___
b. Hot water pump interlock tested.	___	___	___

c. Hot water heating system balanced. ___ ___ ___

d. Hot water heating controls operational. ___ ___ ___

Pre-commissioning Checklist - Steam Boiler

For Boiler: [_____]

Checklist Item	QA	QC	CA
Installation			
a. Boiler flue installed.	___	___	___
b. Boiler steam piping installed.	___	___	___
c. Boiler steam piping tested.	___	___	___
d. Boiler makeup water piping installed.	___	___	___
e. Boiler makeup water piping tested.	___	___	___
f. Boiler fuel oil piping installed.	___	___	___
g. Boiler fuel oil piping tested.	___	___	___
h. Boiler gas piping installed.	___	___	___
i. Boiler gas piping tested.	___	___	___
j. Manufacturer's required maintenance clearance provided.	___	___	___
Startup			
a. Boiler system cleaned and filled with treated water.	___	___	___
b. Boiler safety/protection devices, including high temperature burner shut-off, low water cutoff, flame failure, pre and post purge, have been tested.	___	___	___
c. Verify that PRV rating conforms to boiler rating.	___	___	___
d. Boiler feed water system operational.	___	___	___
e. Boiler water treatment system functional.	___	___	___
f. Boiler startup and checkout complete.	___	___	___
g. All steam traps operational.	___	___	___
h. All condensate return pumps operational.	___	___	___

i. Combustion efficiency demonstrated. ___ ___ ___

Electrical

a. Verify that power disconnect is located within sight of the unit served. ___ ___ ___

Pre-commissioning Checklist - Steam/Hot Water Converter

For Converter: [_____]

Checklist Item	QA	QC	CA
Installation			
a. Converter steam piping installed.	___	___	___
b. Converter steam piping tested.	___	___	___
c. Hot water piping installed.	___	___	___
d. Hot water piping tested.	___	___	___
e. Makeup water piping installed.	___	___	___
f. Vacuum breaker installed on shell of shell and tube unit.	___	___	___
g. Air vent installed as specified.	___	___	___
h. Manufacturer's required maintenance clearance provided.	___	___	___
Startup			
a. Hot water system cleaned and filled.	___	___	___
b. All steam traps operational.	___	___	___
c. All condensate return pumps operational.	___	___	___
d. Converter safety/protection devices tested.	___	___	___
e. Converter startup and checkout complete.	___	___	___
Controls			
a. Control valves/actuators properly installed.	___	___	___
b. Control valves/actuators operable.	___	___	___

Pre-commissioning Checklist - Fan Coil Unit

For Fan Coil Unit: [_____]

Checklist Item	QA	QC	CA
Installation			
a. Vibration isolation devices installed.	___	___	___
b. Access doors/removable panels are operable & sealed.	___	___	___
c. Casing undamaged.	___	___	___
d. Insulation undamaged.	___	___	___
e. Condensate drainage is unobstructed.	___	___	___
f. Fan belt adjusted.	___	___	___
g. Any damage to coil fins has been repaired.	___	___	___
h. Manufacturer's required maintenance clearance provided.	___	___	___
Electrical			
a. Power available to unit disconnect.	___	___	___
b. Power available to unit control panel.	___	___	___
c. Proper motor rotation verified.	___	___	___
d. Verify that power disconnect is located within sight of the unit it controls.	___	___	___
[e. Power available to electric heating coil.	___	___	___]
Coils			
[a. Dual temperature piping properly connected.	___	___	___]
[a. Chilled water piping properly connected.	___	___	___]
[b. Dual temperature piping pressure tested.	___	___	___]
[b. Chilled water piping pressure tested.	___	___	___]
[c. Hot water piping properly connected.	___	___	___]
[d. Hot water piping pressure tested.	___	___	___]
Controls			
a. Control valves/actuators properly installed.	___	___	___
b. Control valves/actuators operable.	___	___	___
c. Verify proper location and installation of thermostat.	___	___	___

Testing, Adjusting, and Balancing (TAB)

a. Construction filters removed and replaced. ___ ___ ___

b. TAB results +10%/-0% of L/s (cfm) shown on drawings___ ___ ___

c. TAB Report submitted. ___ ___ ___

Pre-commissioning Checklist - Unit Heater

For Unit Heater: [_____]

Checklist Item QA QC CA

Installation

[a. Hot water piping properly connected. ___ ___ ___]

[a. Steam and condensate piping properly connected. ___ ___ ___]

[b. Hot water piping pressure tested. ___ ___ ___]

[b. Steam and condensate piping pressure tested. ___ ___ ___]

c. Air vent installed on hot water coil with shutoff valve as specified. ___ ___ ___

d. Any damage to coil fins has been repaired. ___ ___ ___

e. Manufacturer's required maintenance/ operational clearance provided. ___ ___ ___

Electrical

a. Power available to unit disconnect. ___ ___ ___

b. Proper motor rotation verified. ___ ___ ___

c. Verify that power disconnect is located within sight of the unit it controls. ___ ___ ___

d. Power available to electric heating coil. ___ ___ ___

Controls

a. Control valves properly installed. ___ ___ ___

b. Control valves operable. ___ ___ ___

c. Verify proper location and installation of thermostat.___ ___ ___

Testing, Adjusting, and Balancing (TAB)

a. TAB Report submitted. ___ ___ ___

Pre-commissioning Checklist - Exhaust Fan

For Exhaust Fan: [_____]

Checklist Item	QA	QC	CA
Installation			
a. Fan belt adjusted.	___	___	___
Electrical			
a. Power available to fan disconnect.	___	___	___
b. Proper motor rotation verified.	___	___	___
c. Verify that power disconnect is located within sight of the unit it controls.	___	___	___
Controls			
a. Control interlocks properly installed.	___	___	___
b. Control interlocks operable.	___	___	___
c. Dampers/actuators properly installed.	___	___	___
d. Dampers/actuators operable.	___	___	___
e. Verify proper location and installation of thermostat.	___	___	___
Testing, Adjusting, and Balancing (TAB)			
a. TAB results +10%/-0% to L/s (cfm) shown on drawings	___	___	___
b. TAB Report submitted.	___	___	___

Pre-commissioning Checklist - Computer Room Unit

For Computer Room Unit: [_____]

Checklist Item	QA	QC	CA
Installation			
a. Unit properly supported.	___	___	___
b. Access doors are operable and sealed.	___	___	___
c. Casing undamaged.	___	___	___
d. Insulation undamaged.	___	___	___
e. Condensate drainage is unobstructed and routed to floor drain.	___	___	___

f. Fan belt adjusted. ___ ___ ___

g. Manufacturer's required maintenance operational clearance provided. ___ ___ ___

Electrical

a. Power available to unit disconnect. ___ ___ ___

b. Proper motor rotation verified. ___ ___ ___

c. Proper motor rotation verified. ___ ___ ___

d. Verify that power disconnect is located within sight of the unit it controls. ___ ___ ___

[e. Power available to reheat coils. ___ ___ ___]

Coils/Humidifier

[a. Chilled water piping properly connected. ___ ___ ___]

[a. Refrigerant piping properly connected. ___ ___ ___]

[b. Chilled water piping pressure tested. ___ ___ ___]

[b. Refrigerant piping pressure tested. ___ ___ ___]

[c. Hot water piping properly connected. ___ ___ ___]

[c. Steam piping properly connected. ___ ___ ___]

[d. Hot water piping pressure tested. ___ ___ ___]

[d. Steam piping pressure tested. ___ ___ ___]

e. Humidifier makeup water connected. ___ ___ ___

Controls

a. Control valves operable. ___ ___ ___

b. Unit control system operable and verified. ___ ___ ___

c. Verify proper location and installation of thermostat.___ ___ ___

Testing, Adjusting, and Balancing (TAB)

a. Construction filters removed and replaced. ___ ___ ___

b. TAB results +10%/-0% L/s (cfm) shown on drawings. ___ ___ ___

c. TAB Report submitted. ___ ___ ___

Pre-commissioning Checklist - HVAC System Controls

For HVAC System: [_____]

Checklist Item	QA	QC	CA
Installation			
a. As-built shop drawings submitted.	___	___	___
b. Layout of control panel matches drawings.	___	___	___
c. Framed instructions mounted in or near control panel.	___	___	___
d. Components properly labeled (on inside and outside of panel).	___	___	___
e. Control components piped and/or wired to each labeled terminal strip.	___	___	___
f. EMCS connection made to each labeled terminal strip as shown.	___	___	___
g. Control wiring and tubing labeled at all terminations, splices, and junctions.	___	___	___
h. Shielded wiring used on electronic sensors.	___	___	___
i. Air dryer installed as specified.	___	___	___
j. Water drain installed as specified.	___	___	___
Main Power and Control Air			
a. 110 volt AC power available to panel.	___	___	___
b. 138 kPa gauge (20 psig) 20 psig compressed air available to panel.	___	___	___
Testing, Commissioning, and Balancing			
a. Testing, Commissioning, and Balancing Report submitted.	___	___	___

Pre-commissioning Checklist - Single Zone Air Handling Unit

For Air Handling Unit: [_____]

Checklist Item	QA	QC	CA
Installation			
a. Vibration isolation devices installed.	___	___	___

b. Inspection and access doors are operable and sealed. ___ ___ ___

c. Casing undamaged. ___ ___ ___

d. Insulation undamaged. ___ ___ ___

e. Condensate drainage is unobstructed. ___ ___ ___

f. Fan belt adjusted. ___ ___ ___

g. Any damage to coil fins has been repaired. ___ ___ ___

h. Manufacturer's required maintenance clearance provided. ___ ___ ___

Electrical

a. Power available to unit disconnect. ___ ___ ___

b. Power available to unit control panel. ___ ___ ___

c. Proper motor rotation verified. ___ ___ ___

d. Verify that power disconnect is located within sight of the unit it controls. ___ ___ ___

e. Power available to electric heating coil. ___ ___ ___

Coils

[a. Chilled water piping properly connected. ___ ___ ___]

[a. Refrigerant piping properly connected. ___ ___ ___]

[b. Chilled water piping pressure tested. ___ ___ ___]

[b. Refrigerant piping pressure tested. ___ ___ ___]

[c. Hot water piping properly connected. ___ ___ ___]

[c. Steam and condensate piping properly connected. ___ ___ ___]

[d. Hot water piping pressure tested. ___ ___ ___]

[d. Steam and condensate piping pressure tested. ___ ___ ___]

[e. Air vents installed on water coils [with shutoff valves] as specified. ___ ___ ___]

f. Any damage to coil fins has been repaired. ___ ___ ___

Controls

a. Control valves/actuators properly installed. ___ ___ ___

b. Control valves/actuators operable. ___ ___ ___

c. Dampers/actuators properly installed. ___ ___ ___

d. Dampers/actuators operable. ___ ___ ___

e. Verify proper location and installation of thermostat.____ ___ ___

Testing, Adjusting, and Balancing (TAB)

a. Construction filters removed and replaced. ___ ___ ___

b. TAB results +10%/-0% L/s (cfm) shown on drawings.___ ___ ___

c. TAB Report submitted. ___ ___ ___

Pre-commissioning Checklist - Energy Recovery System

For Energy Recovery System: [_____]

Checklist Item QA QC CA

Installation

a. Recovery system piping installed. ___ ___ ___

b. Recovery system piping tested. ___ ___ ___

c. Air vent installed as specified. ___ ___ ___

d. Manufacturer's required maintenance clearance provided. ___ ___ ___

Startup

a. Recovery system piping cleaned and filled. ___ ___ ___

b. Converter startup and checkout complete. ___ ___ ___

Controls

a. Control valves/actuators properly installed. ___ ___ ___

b. Control valves/actuators operable. ___ ___ ___

APPENDIX B

FUNCTIONAL PERFORMANCE TESTS CHECKLISTS

Functional Performance Test Checklist - Pumps

For Pump: [_____]

Prior to performing this checklist, ensure that for closed loop systems, system is pressurized and the make-up water system is operational or, for open loop systems, that the sumps are filled to the proper level.

1. Activate pump start using control system commands (all possible combination, on/auto, etc.). ON_____ AUTO_____ OFF_____

a. Verify pressure drop across strainer:

Strainer inlet pressure _____ kPa (_____ psig)
Strainer outlet pressure _____ kPa (_____ psig)

Strainer inlet pressure _____ psig
Strainer outlet pressure _____ psig

b. Verify pump inlet/outlet pressure reading, compare to Testing, Adjusting, and Balancing (TAB) Report, pump design conditions, and pump manufacturer's performance.

	DESIGN	TAB	ACTUAL
Pump inlet pressure (kPa gauge)	_____	_____	_____
Pump outlet pressure (kPa gauge)	_____	_____	_____

	DESIGN	TAB	ACTUAL
Pump inlet pressure (psig)	_____	_____	_____
Pump outlet pressure (psig)	_____	_____	_____

c. Operate pump at shutoff and at 100 percent of designed flow when all components are in full flow. Plot test readings on pump curve and compare results against readings taken from flow measuring devices.

	SHUTOFF	100 percent
Pump inlet pressure (kPa gauge)	_____	_____
Pump outlet pressure	_____	_____
Pump flow rate (L/s)	_____	_____

	SHUTOFF	100 percent
Pump inlet pressure (psig)	_____	_____
Pump outlet pressure	_____	_____
Pump flow rate (gpm)	_____	_____

d. Operate pump at shutoff and at minimum flow or when all components are in full by-pass. Plot test readings on pump curve and compare results against readings taken from flow measuring devices.

	SHUTOFF	100 percent
Pump inlet pressure (kPa gauge)	_____	_____
Pump outlet pressure	_____	_____

Pump flow rate (L/s) _____ _____

SHUTOFF 100 percent
Pump inlet pressure (psig) _____ _____
Pump outlet pressure _____ _____
Pump flow rate (gpm) _____ _____

2. Verify motor amperage each phase and voltage phase to phase and phase to ground for both the full flow and the minimum flow conditions.

a. Full flow:

	PHASE 1	PHASE 2	PHASE 3
Amperage	_____	_____	_____
Voltage	_____	_____	
Voltage	_____		
Voltage to ground	_____	_____	_____

b. Minimum flow:

	PHASE 1	PHASE 2	PHASE 3
Amperage	_____	_____	_____
Voltage	_____	_____	
Voltage	_____		
Voltage to ground	_____	_____	_____

3. Unusual vibration, noise, etc.

_____

_____

4. Certification: We the undersigned have witnessed the above functional performance tests and certify that the item tested has met the performance requirements in this section of the specifications.

Signature and Date

Contractor's Quality Control Representative _____

Contractor's Mechanical Representative _____

Contractor's Electrical Representative _____

Contractor's Testing, Adjusting and Balancing Representative
_____

Contractor's Controls Representative _____

Contracting Officer's Representative _____

Using Agency's Representative _____

Commissioning Agent _____

Functional Performance Test Checklist - Centrifugal Chiller

For Chiller: [_____]

1. Functional Performance Test: Contractor shall demonstrate operation of chilled water system as per specifications including the following: Start building air handler to provide load for chiller. Activate controls system chiller start sequence as follows:

a. Time of day startup program initiates chiller start: _____

b. Start condenser water pump and establish condenser water flow. Verify chiller condenser water proof-of-flow switch operation. _____

c. Start chilled water pump and establish chilled water flow. Verify chiller chilled water proof-of-flow switch operation. _____

d. Verify control system energizes chiller start sequence. _____

e. Verify chiller senses chilled water temperature above set point and control system activates chiller start. _____

f. Verify functioning of "soft start" sequence. _____

g. Shut off air handling equipment to remove load on chilled water system. Verify chiller shutdown sequence is initiated and accomplished after load is removed. _____

h. Restart air handling equipment one minute after chiller shut down. Verify condenser water pump, cooling tower, and chiller restart sequence. _____

2. Certification: We the undersigned have witnessed the above functional performance tests and certify that the item tested has met the performance requirements in this section of the specifications.

Signature and Date

Contractor's Quality Control Representative _____

Contractor's Mechanical Representative _____

Contractor's Electrical Representative _____

Contractor's Testing, Adjusting and Balancing Representative _____

Contractor's Controls Representative _____

Contracting Officer's Representative _____

Using Agency's Representative _____

Commissioning Agent _____

Functional Performance Test Checklist - Cooling Tower

For Cooling Tower: [_____]

1. Functional Performance Test: Contractor shall demonstrate operation of the cooling tower as per specification and the following:

a. Activate cooling tower fan start using control system command. This should first start condenser water pump, establish flow, delay fan start, as specified, to equalize flow in distribution basin and sump. Verify fan start after timed delay. _____

b. After chiller startup, control system should modulate bypass valve and two-speed fan motor to maintain condenser water set point. Verify function of bypass valve under varying loads. _____

c. Verify cooling tower interlock with chiller. _____

d. Verify makeup water float valve is functioning: _____
Activate chemical treatment feed valve, verify makeup of chemical treatment system, pump, and controls: _____

e. Entering water temperature [_____] degrees C
Leaving water temperature: [_____] degrees C
Air volume measured: [_____] L/s
Air volume calculated: [_____] L/s
Entering wet bulb temperature: [_____] degrees C
Measured water flow: [_____] L/s

e. Entering water temperature [_____] degrees F
Leaving water temperature: [_____] degrees F
Air volume measured: [_____] cfm
Air volume calculated: [_____] cfm
Entering wet bulb temperature: [_____] degrees F
Measured water flow: [_____] gpm

2. Certification: We the undersigned have witnessed the above functional performance tests and certify that the item tested has met the performance requirements in this section of the specifications.

Signature and Date

Contractor's Quality Control Representative _____

Contractor's Mechanical Representative _____

Contractor's Electrical Representative _____

Contractor's Testing, Adjusting and Balancing Representative
_____

Contractor's Controls Representative _____

Contracting Officer's Representative _____

Using Agency's Representative _____

Commissioning Agent _____

Functional Performance Test Checklist - VAV Terminals

The Contracting officer will select VAV terminals to be spot-checked during the functional performance test. The number of terminals shall not exceed [2] [10] [10 percent].

1. Functional Performance Test: Contractor shall demonstrate operation of selected VAV boxes as per specifications including the following:

a. Cooling only VAV boxes:

(1) Verify VAV box response to room temperature set point adjustment. Turn thermostat to 5 degrees F above ambient and measure maximum air flow. Turn thermostat to 5 degrees F below ambient and measure minimum air flow.

Maximum flow [_____] L/s
Minimum flow [_____] L/s

Maximum flow [_____] cfm
Minimum flow [_____] cfm

(2) Check damper maximum/minimum flow settings.

Maximum flow setting [_____] L/s
Minimum flow setting [_____] L/s

Maximum flow setting [_____] cfm
Minimum flow setting [_____] cfm

b. Cooling with reheat VAV boxes:

(1) Verify VAV box response to room temperature set point adjustment. Turn thermostat to 3 degrees C 5 degrees F above ambient and measure maximum air flow. Turn thermostat to 3 degrees C 5 degrees F below ambient and measure minimum air flow.

Maximum flow [_____] L/s
Minimum flow [_____] L/s

Maximum flow [_____] cfm
Minimum flow [_____] cfm

(2) Check damper maximum/minimum flow settings.

Maximum flow setting [_____] L/s
Minimum flow setting [_____] L/s

Maximum flow setting [_____] cfm
Minimum flow setting [_____] cfm

Reheat coil operation range (full open to full closed) _____

c. Fan powered VAV boxes:

(1) Verify VAV box response to sensor call for heating via set point adjustment. Changes to be cooling setpoint to heating set point and return to cooling set point. _____ Verify cooling damper closes to minimum position, blower fan energizes according to sequence of operation, and upon further drop in space temperature, heating coil activation and deactivation. _____

(2) Check primary air damper maximum/minimum flow settings.

Maximum flow setting [_____] L/s
Minimum flow setting [_____] L/s

(3) Check blower fan flow. [_____] L/s

Maximum flow setting [_____] cfm
Minimum flow setting [_____] cfm

(3) Check blower fan flow. [_____] cfm

(4) Verify free operation of fan backdraft damper (insure no primary air is being discharged through the recirculated air register).
_____

(5) Verify that no recirculated air is being induced when box is in full cooling.
_____

2. Certification: We the undersigned have witnessed the above functional performance tests and certify that the item tested has met the performance requirements in this section of the specifications.

Signature and Date
Contractor's Quality Control Representative _____

Contractor's Mechanical Representative _____

Contractor's Electrical Representative _____

Contractor's Testing, Adjusting and Balancing Representative
_____

Contractor's Controls Representative _____

Contracting Officer's Representative _____

Using Agency's Representative _____

Commissioning Agent _____

Functional Performance Test Checklist - Variable Volume Air Handling Unit

For Air Handling Unit: [_____]

Ensure that a slight negative pressure exists on inboard side of the outside air dampers throughout the operation of the dampers. Modulate OA, RA, and EA dampers from fully open to fully closed positions.

1. Functional Performance Test: Contractor shall verify operation of air handling unit as per specification including the following:

a. The following shall be verified when the [supply fan operating] [supply and return fans operating] mode is initiated:

(1) All dampers in normal position [and fan inlet vanes modulate to maintain the required static pressure]. _____

(2) All valves in normal position. _____

(3) System safeties allow start if safety conditions are met. _____

(4) VAV fan controller shall "soft-start" fan. _____

(5) Modulate all VAV boxes to minimum air flow and verify that the static pressure does not exceed the design static pressure Class shown. _____

b. Occupied mode of operation - economizer de-energized.

(1) Outside air damper at minimum position. _____

(2) Return air damper open. _____

(3) Relief air damper [at minimum position] [closed]. _____

(4) Chilled water control valve modulating to maintain leaving air temperature set point. _____

(5) Fan VAV controller receiving signal from duct static pressure sensor and modulating fan to maintain supply duct static pressure set point. _____

c. Occupied mode of operation - economizer energized.

(1) Outside air damper modulated to maintain mixed air temperature set point. _____

(2) Relief air damper modulates with outside air damper according to sequence of operation. _____

(3) Chilled water control valve modulating to maintain leaving air temperature set point. _____

(4) Hot water control valve modulating to maintain leaving air temperature set point. _____

(5) Fan VAV controller receiving signal from duct static pressure sensor and modulating fan to maintain supply duct static pressure set point. _____

d. Unoccupied mode of operation

(1) All dampers in normal position. _____

(2) Verify low limit space temperature is maintained as specified in sequence of operation. _____

e. The following shall be verified when the [supply fan off] [supply and return fans off] mode is initiated:

(1) All dampers in normal position. _____

(2) All valves in normal position. _____

(3) Fan de-energizes. _____

f. Verify the chilled water coil control valve operation by setting all VAV's to maximum and minimum cooling.

	Max cooling	Min cooling
Supply air volume (_____ L/s)	_____	_____
Supply air temp. (_____ degrees C)	_____	_____
	Max cooling	Min cooling
Supply air volume _____ cfm)	_____	_____
Supply air temp. (_____ degrees F)	_____	_____

g. Verify safety shut down initiated by smoke detectors. _____

h. Verify safety shut down initiated by low temperature protection thermostat.
_____

2. Certification: We the undersigned have witnessed the above functional performance tests and certify that the item tested has met the performance requirements in this section of the specifications.

Signature and Date

Contractor's Quality Control Representative _____

Contractor's Mechanical Representative _____

Contractor's Electrical Representative _____

Contractor's Testing, Adjusting and Balancing Representative
_____

Contractor's Controls Representative _____

Contracting Officer's Representative _____

Using Agency's Representative _____

Commissioning Agent _____

Functional Performance Test Checklist - Single Zone Air Handling Unit

For Air Handling Unit: [_____]

1. Functional Performance Test: Contractor shall verify operation of air handling unit as per specification including the following:

a. The following shall be verified when the [supply fan operating] [supply and return fans operating] mode is initiated:

(1) All dampers in normal position. _____

(2) All valves in normal position. _____

(3) System safeties allow start if safety conditions are met. _____

b. Occupied mode of operation - economizer de-energized.

(1) Outside air damper at minimum position. _____

(2) Return air damper open. _____

(3) Relief air damper [at minimum position] [closed]. _____

(4) Chilled water control valve modulating to maintain space cooling temperature set point. _____

(5) Hot water control valve modulating to maintain space heating temperature set point input from outside air temperature controller. _____

c. Occupied mode of operation - economizer energized.

(1) Outside air damper modulated to maintain mixed air temperature set point. _____

(2) Relief air damper modulates with outside air damper according to sequence of operation. _____

(3) Chilled water control valve modulating to maintain space cooling temperature set point. _____

d. Unoccupied mode of operation

(1) All dampers in normal position. _____

(2) Verify low limit space temperature is maintained as specified in sequence of operation. _____

e. The following shall be verified when the [supply fan off] [supply and return fans off] mode is initiated:

(1) All dampers in normal position. _____

(2) All valves in normal position. _____

(3) Fan de-energizes. _____

f. Verify cooling coil and heating coil operation by varying thermostat set point from cooling set point to heating set point and returning to cooling set point. _____

g. Verify safety shut down initiated by smoke detectors. _____

h. Verify safety shut down initiated by low temperature protection thermostat.
_____

2. Certification: We the undersigned have witnessed the above functional performance tests and certify that the item tested has met the performance requirements in this section of the specifications.

Signature and Date

Contractor's Quality Control Representative _____

Contractor's Mechanical Representative _____

Contractor's Electrical Representative _____

Contractor's Testing, Adjusting and Balancing Representative
_____

Contractor's Controls Representative _____

Contracting Officer's Representative _____

Using Agency's Representative _____

Commissioning Agent _____

Functional Performance Test Checklist - Multizone Air Handling Unit

For Air Handling Unit: [_____]

Ensure that a slight negative pressure exists on inboard side of the outside air dampers throughout the operation of the dampers. Modulate OA, RA, and EA dampers from fully open to fully closed positions.

1. Functional Performance Test: Contractor shall verify operation of air handling unit as per specification including the following:

a. The following shall be verified when the supply and return fans operating mode is initiated:

(1) All dampers in normal position. _____

(2) All valves in normal position. _____

(3) System safeties allow start if safety conditions are met. _____

b. Occupied mode of operation - economizer de-energized.

(1) Outside air damper at minimum position. _____

(2) Return air damper open. _____

(3) Relief air damper [at minimum position] [closed]. _____

(4) Chilled water control valve modulating to maintain cold deck supply air temperature set point.
_____

(5) Hot water control valve modulating to maintain hot deck supply air temperature set point input from outside air temperature controller.
_____

c. Occupied mode of operation - economizer energized.

(1) Outside air damper modulates to maintain mixed air temperature set point.
_____

(2) Relief air damper modulates with outside air damper according to sequence of operation.
_____

(3) Chilled water control valve modulating to maintain cold deck supply air temperature set point.
_____

(4) Hot water control valve modulating to maintain hot deck supply air temperature set point input from outside air temperature controller.
_____

d. Unoccupied mode of operation

(1) All dampers in normal position. _____

(2) Verify low limit space temperature is maintained as specified in sequence of operation.
_____

e. The following shall be verified when the supply and return fans off mode is initiated:

(1) All dampers in normal position. _____

(2) All valves in normal position. _____

(3) Fan de-energizes. _____

f. Verify zone damper operation by varying zone thermostat set points from cooling set point to heating set point and returning to cooling set point.
_____

g. Verify safety shut down initiated by smoke detectors. _____

h. Verify safety shut down initiated by low temperature protection thermostat.
_____

i. Index room thermostats to full cooling then to full heating. Measure and record cold deck, hot deck, and supply air temperatures and determine damper leakage for a minimum of 2 zones.

Cold deck temperature _____ degrees C (_____ degrees F)
Hot deck temperature _____ degrees C (_____ degrees F)

Cold deck temperature _____ degrees F
Hot deck temperature _____ degrees F

Zone _____
Cooling temperature _____ degrees C (_____ degrees F)

Heating temperature _____ degrees C (_____ degrees F)
Damper leakage cooling ____ degrees C (_____ degrees F)
Damper leakage heating ____ degrees C (_____ degrees F)

Zone _____
Cooling temperature _____ degrees F
Heating temperature _____ degrees F
Damper leakage cooling ____ degrees F
Damper leakage heating ____ degrees

Zone _____
Cooling temperature _____ degrees C (_____ degrees F)
Heating temperature _____ degrees C (_____ degrees F)
Damper leakage cooling ____ degrees C (_____ degrees F)
Damper leakage heating ____ degrees C (_____ degrees F)

Zone _____
Cooling temperature _____ degrees F
Heating temperature _____ degrees F
Damper leakage cooling ____ degrees F
Damper leakage heating ____ degrees F

2. Certification: We the undersigned have witnessed the above functional performance tests and certify that the item tested has met the performance requirements in this section of the specifications.

Signature and Date

Contractor's Quality Control Representative _____

Contractor's Mechanical Representative _____

Contractor's Electrical Representative _____

Contractor's Testing, Adjusting and Balancing Representative
_____

Contractor's Controls Representative _____

Contracting Officer's Representative _____

Using Agency's Representative _____

Commissioning Agent _____

Functional Performance Test Checklist - Packaged Air Cooled Chiller

For Chiller: [_____]

1. Functional Performance Test: Contractor shall demonstrate operation of chilled water system as per specifications including the following: Start building air handler to provide load for chiller. Activate controls system chiller start sequence as follows.

a. Start chilled water pump and establish chilled water flow. Verify chiller-chilled water proof-of-flow switch operation. _____

b. Verify control system energizes chiller start sequence. _____

c. Verify chiller senses chilled water temperature above set point and control system activates chiller start. _____

d. Verify functioning of "soft start" sequence. _____

e. Shut off air handling equipment to remove load on chilled water system. Verify chiller shutdown sequence is initiated and accomplished after load is removed. _____

f. Restart air handling equipment one minute after chiller shut down. Verify chiller restart sequence. _____

2. Verify chiller inlet/outlet pressure reading, compare to Testing, Adjusting, and Balancing (TAB) Report, chiller design conditions, and chiller manufacturer's performance data.

	DESIGN	TAB	ACTUAL
Chiller inlet pressure (kPa gauge)	_____	_____	_____
Chiller inlet pressure (psig)	_____	_____	_____
Chiller outlet pressure (kPa gauge)	_____	_____	_____
Chiller outlet pressure (psig)	_____	_____	_____

3. Verify chiller amperage each phase and voltage phase-to-phase and phase-to-ground.

	PHASE 1	PHASE 2	PHASE 3
Amperage	_____	_____	_____
Voltage	_____	_____	
Voltage	_____		
Voltage to ground	_____	_____	_____

4. Record the following information:

Ambient dry bulb temperature _____ degrees C
Ambient wet bulb temperature _____ degrees C
Entering chilled water temperature _____ degrees C
Leaving chilled water temperature _____ degrees C

Ambient dry bulb temperature _____ degrees F
Ambient wet bulb temperature _____ degrees F
Entering chilled water temperature _____ degrees F
Leaving chilled water temperature _____ degrees F

5. Unusual vibration, noise, etc.

_____

_____

6. Certification: We the undersigned have witnessed the above functional performance tests and certify that the item tested has met the performance requirements in this section of the specifications.

Signature and Date

Contractor's Quality Control Representative _____

Contractor's Mechanical Representative _____

Contractor's Electrical Representative _____

Contractor's Testing, Adjusting and Balancing Representative
_____

Contractor's Controls Representative _____

Contracting Officer's Representative _____

Using Agency's Representative _____

Commissioning Agent _____

Functional Performance Test Checklist - Air Cooled Condensing Unit

For Condensing Unit: [_____]

1. Functional Performance Test: Contractor shall demonstrate operation of refrigeration system as per specifications including the following: Start building air handler to provide load for condensing unit. Activate controls system start sequence as follows.

a. Start air handling unit. Verify control system energizes condensing unit start sequence.
_____

b. Shut off air handling equipment to verify condensing unit de-energizes.
_____

c. Restart air handling equipment one minute after condensing unit shut down. Verify condensing unit restart sequence. _____

2. Verify condensing unit amperage each phase and voltage phase to phase and phase to ground.

	PHASE 1	PHASE 2	PHASE 3
Amperage	_____	_____	_____
Voltage	_____	_____	
Voltage	_____		
Voltage to ground	_____	_____	_____

3. Record the following information:
Ambient dry bulb temperature _____ degrees C
Ambient wet bulb temperature _____ degrees C
Suction pressure _____ kPa gauge
Discharge pressure _____ kPa gauge

Ambient dry bulb temperature _____ degrees F
Ambient wet bulb temperature _____ degrees F
Suction pressure _____ psig
Discharge pressure _____ psig

4. Unusual vibration, noise, etc.

_____

_____

5. Certification: We the undersigned have witnessed the above functional performance tests and certify that the item tested has met the performance requirements in this section of the specifications.

Signature and Date

Contractor's Quality Control Representative _____

Contractor's Mechanical Representative _____

Contractor's Electrical Representative Representative
_____

Contractor's Testing, Adjusting and Balancing _____

Contractor's Controls Representative _____

Contracting Officer's Representative _____

Using Agency's Representative _____

Commissioning Agent _____

Functional Performance Test Checklist - Hot Water Boiler

For Boiler: [_____]

1. Functional Performance Test: Contractor shall demonstrate operation of hot water system as per specifications including the following: Start building heating equipment to provide load for boiler. Activate controls system boiler start sequence as follows.

a. Start hot water pump and establish hot water flow. Verify boiler hot water proof-of-flow switch operation.
_____

b. Verify control system energizes boiler start sequence. _____

c. Verify boiler senses hot water temperature below set point and control system activates boiler start.
_____

d. Shut off building heating equipment to remove load on hot water system. Verify boiler shutdown sequence is initiated and accomplished after load is removed.
_____

2. Verify boiler inlet/outlet pressure reading, compare to Test and Balance (TAB) Report, boiler design conditions, and boiler manufacturer's performance data.

	DESIGN	TAB	ACTUAL
Boiler inlet pressure (kPa gauge)	_____	_____	_____
Boiler outlet pressure (kPa gauge)	_____	_____	_____
Boiler flow rate (L/s)	_____	_____	_____

Flue-gas temperature at boiler outlet		_____	_____
Percent carbon dioxide in flue-gas		_____	_____
Draft at boiler flue-gas exit		_____	_____
Draft or pressure in furnace		_____	_____
Stack emission pollutants concentration	_____	_____	_____
Fuel type	_____	_____	_____
Combustion efficiency	_____	_____	_____

	DESIGN	TAB	ACTUAL
Boiler inlet pressure (psig)	_____	_____	_____
Boiler outlet pressure (psig)	_____	_____	_____
Boiler flow rate (gpm)	_____	_____	_____
Flue-gas temperature at boiler outlet		_____	_____
Percent carbon dioxide in flue-gas		_____	_____
Draft at boiler flue-gas exit		_____	_____
Draft or pressure in furnace		_____	_____
Stack emission pollutants concentration	_____	_____	_____
Fuel type	_____	_____	_____
Combustion efficiency	_____	_____	_____

3. Record the following information:

Ambient temperature _____ degrees C
Entering hot water temperature _____ degrees C
Leaving hot water temperature _____ degrees C

Ambient temperature _____ degrees F
Entering hot water temperature _____ degrees F
Leaving hot water temperature _____ degrees F

4. Verify temperatures in item 3 are in accordance with the reset schedule.
_____

5. Verify proper operation of boiler safeties. _____

6. Unusual vibration, noise, etc.

_____

_____

7. Visually check refractory for cracks or spalling and refractory and tubes for flame impingement.
_____

8. Certification: We the undersigned have witnessed the above functional performance tests and certify that the item tested has met the performance requirements in this section of the specifications.

Signature and Date

Contractor's Quality Control Representative _____

Contractor's Mechanical Representative _____

Contractor's Electrical Representative _____

Contractor's Testing, Adjusting and Balancing Representative
_____

Contractor's Controls Representative _____

Contracting Officer's Representative _____

Using Agency's Representative _____

Commissioning Agent _____

Functional Performance Test Checklist - Steam Boiler

For Boiler: [_____]

1. Functional Performance Test: Contractor shall demonstrate operation of steam heating system as per specifications including the following: Start building heating equipment to provide load for boiler. Activate controls system boiler start sequence as follows.

a. Start steam heating system. Verify control system energizes boiler start sequence.
_____

b. Verify boiler senses steam pressure below set point and control system activates boiler start.
_____

c. Shut off building heating equipment to remove load on steam heating system. Verify boiler shutdown sequence is initiated and accomplished after load is removed.
_____

d. Verify that water level and makeup water system are operational.
_____

2. Verify boiler inlet/outlet pressure reading, compare to boiler design conditions and manufacturer's performance data.

	DESIGN	TAB	ACTUAL
Boiler inlet water temp (degrees F)	_____	_____	_____
Boiler outlet pressure (kPa gauge)	_____	_____	_____
Flue-gas temperature at boiler outlet (degrees C)	_____		_____
Percent carbon dioxide in flue-gas	_____		_____
Draft at boiler flue-gas exit	_____		_____
Draft or pressure in furnace	_____		_____
Stack emission pollutants concentration	_____	_____	_____
Fuel type	_____	_____	_____
Combustion efficiency	_____	_____	_____

	DESIGN	TAB	ACTUAL
Boiler inlet water temp (degrees F)	_____	_____	_____
Boiler outlet pressure (psig)	_____	_____	_____
Flue-gas temperature at boiler outlet (degrees F)	_____		_____

Percent carbon dioxide in flue-gas _____ _____
Draft at boiler flue-gas exit _____ _____
Draft or pressure in furnace _____ _____
Stack emission pollutants _____ _____ _____
concentration
Fuel type _____ _____ _____
Combustion efficiency _____ _____ _____

3. Record the following information:

Ambient temperature _____ degrees C
Ambient temperature _____ degrees F

4. Verify proper operation of boiler safeties. _____

5. Unusual vibration, noise, etc.

_____

_____

6. Visually check refractory for cracks or spalling and refractory and tubes for flame impingement.
_____

7. Certification: We the undersigned have witnessed the above functional performance tests and certify that the item tested has met the performance requirements in this section of the specifications.

Signature and Date

Contractor's Quality Control Representative _____

Contractor's Mechanical Representative _____

Contractor's Electrical Representative _____

Contractor's Testing, Adjusting and Balancing Representative
_____

Contractor's Controls Representative _____

Contracting Officer's Representative _____

Using Agency's Representative _____

Commissioning Agent _____

Functional Performance Test Checklist - Fan Coil Units

The Contracting Officer will select fan coil units to be spot-checked during the functional performance test. The number of terminals shall not exceed [2] [10] [10 percent].

1. Functional Performance Test: Contractor shall demonstrate operation of selected fan coils as per specifications including the following:

a. Cooling only fan coils:

(1) Verify fan coil unit response to room temperature set point adjustment. Changes to be cooling set point to cooling set point minus 10 degrees and return to cooling set point. _____

(2) Check blower fan air flow. _____ L/s
Check blower fan air flow. _____ cfm

(3) Check cooling coil water flow. _____ L/s
Check cooling coil water flow. _____ gpm

(4) Verify proper operation of cooling water control valve. _____

b. Cooling/heating fan coils:

(1) Verify fan coil unit response to room temperature set point adjustment. Changes to be cooling set point to heating set point and return to cooling set point. _____

(2) Check blower fan air flow. _____ L/s
Check blower fan air flow. _____ cfm

(3) Check cooling coil water flow. _____ L/s
Check cooling coil water flow. _____ cfm

(4) Verify proper operation of cooling water control valve. _____

(5) Check cooling mode inlet air temperature. _____ degrees C
Check cooling mode inlet air temperature. _____ degrees F

(6) Check cooling mode outlet air temperature. _____ degrees C
Check cooling mode outlet air temperature. _____ degrees F

(7) Check heating coil water flow. _____ L/s
Check heating coil water flow. _____ gpm

(8) Verify proper operation of heating water control valve. _____

(9) Check heating mode inlet air temperature. _____ degrees C
Check heating mode inlet air temperature. _____ degrees F

(10) Check heating mode outlet air temperature. _____ degrees C
Check heating mode outlet air temperature. _____ degrees F

2. Certification: We the undersigned have witnessed the above functional performance tests and certify that the item tested has met the performance requirements in this section of the specifications.

Signature and Date

Contractor's Quality Control Representative _____

Contractor's Mechanical Representative _____

Contractor's Electrical Representative _____

Contractor's Testing, Adjusting and Balancing Representative

_____

Contractor's Controls Representative _____

Contracting Officer's Representative _____

Using Agency's Representative _____

Commissioning Agent _____

Functional Performance Test Checklist - Unit Heaters

The Contracting Officer will select unit heaters to be spot-checked during the functional performance test. The number of terminals shall not exceed [2] [10] [10 percent].

1. Functional Performance Test: Contractor shall demonstrate operation of selected unit heaters as per specifications including the following:

a. Verify unit heater response to room temperature set point adjustment. Changes to be heating set point to heating set point minus 10 degrees and return to heating set point. _____

b. Check blower fan speed. _____rpm

c. Check heating mode inlet air temperature. _____ degrees C Check heating mode inlet air temperature. _____ degrees F

d. Check heating mode outlet air temperature. _____ degrees C Check heating mode outlet air temperature. _____ degrees F

2. Certification: We the undersigned have witnessed the above functional performance tests and certify that the item tested has met the performance requirements in this section of the specifications.

Signature and Date

Contractor's Quality Control Representative _____

Contractor's Mechanical Representative _____

Contractor's Electrical Representative _____

Contractor's Testing, Adjusting and Balancing Representative

_____

Contractor's Controls Representative _____

Contracting Officer's Representative _____

Using Agency's Representative _____

Commissioning Agent _____

Functional Performance Test Checklist - Steam/Hot Water Converter

For Converter: [_____]

1. Functional Performance Test: Contractor shall demonstrate operation of heating system as per specifications including the following: Start building heating equipment to provide load for converter.

a. Verify control system energizes. _____

b. Verify converter senses hot water temperature below set point and control system modulates steam valve. _____

c. Shut off building heating equipment to remove load on heating system. Verify converter steam valve closes after load is removed. _____

2. Verify converter inlet/outlet pressure reading, compare to converter design conditions and manufacturer's performance data.

	DESIGN	ACTUAL
Converter inlet water temp (degrees C)	_____	_____
Converter outlet water temp (degrees F)	_____	_____
Converter inlet steam pressure (psig)	_____	_____
Determine water flow rate based on pressure drop through converter	_____	_____
Determine water flow rate with flow measuring device	_____	_____
Verify that temperature of water is in accordance with outdoor air reset schedule	_____	_____

	DESIGN	ACTUAL
Converter inlet water temp (degrees F)	_____	_____
Converter outlet water temp (degrees F)	_____	_____
Converter inlet steam pressure (psig)	_____	_____
Determine water flow rate based on pressure drop through converter	_____	_____
Determine water flow rate with flow measuring device	_____	_____
Verify that temperature of water is in accordance with outdoor air reset schedule	_____	_____

3. Verify proper operation of converter safeties. _____

4. Check and report unusual vibration, noise, etc.
_____

_____

5. Certification: We the undersigned have witnessed the above functional performance tests and certify that the item tested has met the performance requirements in this section of the specifications.

Signature and Date

Contractor's Quality Control Representative _____

Contractor's Mechanical Representative _____

Contractor's Electrical Representative _____

Contractor's Testing, Adjusting and Balancing Representative
_____

Contractor's Controls Representative _____

Contracting Officer's Representative _____

Using Agency's Representative _____

Commissioning Agent _____

Functional Performance Test Checklist - Computer Room Unit

For Computer Room Unit: [_____]

1. Functional Performance Test: Contractor shall verify operation of computer room unit as per specification including the following:

a. System safeties allow start if safety conditions are met. _____

b. Verify cooling and heating operation by varying thermostat set point from space set point to space set point plus 10 degrees, space set point minus 10 degrees, and returning to space set point. _____

c. Verify humidifier operation by varying humidistat set point from space set point to space set point plus 20 percent RH, and returning to space set point.
_____

d. Verify that airflow is within +10/-0 percent of design airflow.
_____

e. Verify unit shut down during fire event initiated by smoke/heat sensors.
_____

2. Certification: We the undersigned have witnessed the above functional performance tests and certify that the item tested has met the performance requirements in this section of the specifications.

Signature and Date

Contractor's Quality Control Representative _____

Contractor's Mechanical Representative _____

Contractor's Electrical Representative _____

Contractor's Testing, Adjusting and Balancing Representative
_____

Contractor's Controls Representative _____

Contracting Officer's Representative _____

Using Agency's Representative _____

Commissioning Agent _____

Functional Performance Test Checklist - HVAC Controls

For HVAC System: [_____]

The Contracting Officer will select HVAC control systems to undergo functional performance testing. The number of systems shall not exceed [2] [10] [10 percent].

1. Functional Performance Test: Contractor shall verify operation of HVAC controls by performing the following tests:

a. Verify that controller is maintaining the set point by manually measuring the controlled variable with a thermometer, sling psychrometer, inclined manometer, etc.

b. Verify sensor/controller combination by manually measuring the controlled medium. Take readings from control panel display and compare readings taken manually. Record all readings.

Sensor _____
Manual measurement _____
Panel reading value _____

c. Verify system stability by changing the controller set point as follows:

(1) Air temperature - 10 degrees F

(2) Water temperature - 10 degrees F

(3) Static pressure - 10 percent of set point

(4) Relative humidity - percent (RH)

The control system shall be observed for 10 minutes after the change in set point. Instability or excessive hunting will be unacceptable.

d. Verify interlock with other HVAC controls.

e. Verify interlock with fire alarm control panel.

f. Verify interlock with EMCS.

[g. Change controller set point 10 percent with EMCS and verify correct response.]

2. Verify that operation of control system conforms to that specified in the sequence of operation.

3. Certification: We the undersigned have witnessed the above functional performance tests and certify that the item tested has met the performance requirements in this section of the specifications.

Signature and Date

Contractor's Quality Control Representative _____

Contractor's Mechanical Representative _____

Contractor's Electrical Representative _____

Contractor's Testing, Adjusting and Balancing Representative
_____

Contractor's Controls Representative _____

Contractor's Officer's Representative _____

Using Agency's Representative _____

Commissioning Agent _____

Functional Performance Test Checklist - Energy Recovery System

For Energy Recovery System: [_____]

1. Functional Performance Test: Contractor shall demonstrate operation of energy recovery system as per specifications including the following: Start equipment to provide energy source for recovery system.

a. Verify energy source is providing recoverable energy. _____

b. Verify recovery system senses available energy and activates. ____

c. Verify that recovery system deactivates when recoverable energy is no longer available.
_____

2. Verify recovery system inlet/outlet readings, compare to design conditions and manufacturer's performance data.

	Design	Actual
Primary loop inlet temp (degrees C)	_____	_____
Primary loop outlet temp (degrees F)	_____	_____
Primary loop flow rate	_____	_____
Secondary loop inlet temp (degrees)	_____	_____
Secondary loop outlet temp (degrees C)	_____	_____
Energy recovered (kJ)	_____	_____

	Design	Actual
Primary loop inlet temp (degrees F)	_____	_____
Primary loop outlet temp (degrees F)	_____	_____
Primary loop flow rate	_____	_____
Secondary loop inlet temp (degrees F)	_____	_____
Secondary loop outlet temp (degrees F)	_____	_____
Energy recovered BTU's)	_____	_____

3. Check and report unusual vibration, noise, etc.
_____

_____

4. Certification: We the undersigned have witnessed the above functional performance tests and certify that the item tested has met the performance requirements in this section of the specifications.

Signature and Date

Contractor's Quality Control Representative _____

Contractor's Mechanical Representative _____

Contractor's Electrical Representative _____

Contractor's Testing , Adjusting and Balancing Representative
_____

Contractor's Controls Representative _____

Contractor's Officer's Representative _____

Using Agency's Representative _____

Commissioning Agent _____

-- End of Section --

SECTION 01525L

SAFETY AND OCCUPATIONAL HEALTH REQUIREMENTS
11/04

PART 1 GENERAL

When Conventional Construction type or Design/Build Construction Task Orders are issued, use this specification section. When HTRW/UST Service type Task Orders are issued, Section 01351A shall apply. Task Order SCOPE OF WORK will address the personnel required and their qualifications stated in paragraph 1.6.1. All other requirements shall apply unless the Task Order SCOPE OF WORK indicates otherwise.

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI A10.32	Personal Fall Protection - Safety Requirements for Construction and Demolition Operations
ANSI/ASSE A10.34	(2001) Protection of the Public on or Adjacent to Construction Sites
ANSI Z359.1	(1992; R 1999) Safety Requirements for Personal Fall Arrest Systems, Subsystems and Components

ASME INTERNATIONAL (ASME)

ASME B30.22	(2000) Articulating Boom Cranes
ASME B30.3	(1996) Construction Tower Cranes
ASME B30.5	(2004) Mobile and Locomotive Cranes
ASME B30.8	(2004) Floating Cranes and Floating Derricks

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 10	(2002) Portable Fire Extinguishers
NFPA 241	(2000) Safeguarding Construction, Alteration, and Demolition Operations
NFPA 51B	(2003) Fire Prevention During Welding, Cutting, and Other Hot Work
NFPA 70	(2005) National Electrical Code
NFPA 70E	(2004) Electrical Safety in the Workplace

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	(2003) Safety -- Safety and Health Requirements

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

29 CFR 1910	Occupational Safety and Health Standards
29 CFR 1910.94	Ventilation
29 CFR 1910.120	Hazardous Waste Operations and Emergency Response
29 CFR 1910.146	Permit-required Confined Spaces
29 CFR 1915	Confined and Enclosed Spaces and Other Dangerous Atmospheres in Shipyard Employment
29 CFR 1919	Gear Certification
29 CFR 1926	Safety and Health Regulations for Construction
29 CFR 1926.500	Fall Protection

1.2 SUBMITTALS

Government approval, or acceptance is required for submittals with a "G" designation; submittals not having a "G" designation are for information only or as otherwise designated. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section **[**01330L/1331L**]** SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

[Site Safety & Health Officer Qualifications(SSHO): (Task Order Specific) G**]**

[Certified Safety Professional/ Certified Industrial Hygienist Qualifications: (Task Order Specific) G**]**

[Associate Safety Professional/ Certified Safety Trained Supervisor/ Construction Health & Safety Technician Qualifications: (Task Order Specific) G**]**

Accident Prevention Plan (APP); (Task Order Specific) G

Activity Hazard Analysis (AHA); (Task Order Specific) G

[Crane Critical Lift Plan]; (Task Order Specific) G

Proof of qualifications for Crane Operators; (Task Order Specific) G

SD-06 Test Reports

Reports (Task Order Specific)

Submit reports as their incidence occurs, in accordance with the requirements of the paragraph entitled, "Reports."

Accident Reports (Task Order Specific)

Monthly Exposure Reports (Task Order Specific)

Regulatory Citations and Violations (Task Order Specific)

[Crane Reports] (Task Order Specific)

[Certificate of Compliance(Crane)] (Task Order Specific)

SD-07 Certificates

Confined Space Entry Permit (Task Order Specific)

Submit one copy of each permit attached to each Daily Quality Control Report. (Task Order Specific)

Hot work permit (Task Order Specific)

1.3 DEFINITIONS

a. Competent Person for Fall Protection. A person who is capable of identifying hazardous or dangerous conditions in the personal fall arrest system or any component thereof, as well as their application and use with related equipment, and has the authority to take prompt corrective measures to eliminate the hazards of falling.

b. High Visibility Accident. Any mishap which may generate publicity and/or high visibility.

c. Medical Treatment. Treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even through provided by a physician or registered personnel.

d. Multi-Employer Work Site (MEWS). A multi-employer work site, as defined by OSHA, is one in which many employers occupy the same site. The Government considers the Prime Contractor to be the "controlling authority" for all work site safety and health of the subcontractors.

e. Qualified Person for Fall Protection. A person with a recognized degree or professional certificate, and with extensive knowledge, training and experience in the field of fall protection; who is capable

of performing design, analysis, and evaluation of fall protection systems and equipment.

f. Recordable Injuries or Illnesses. Any work-related injury or illness that results in:

(1) Death, regardless of the time between the injury and death, or the length of the illness;

(2) Days away from work;

(3) Restricted work;

(4) Transfer to another job;

(5) Medical treatment beyond first aid;

(6) Loss of consciousness; or

(7) A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (6) above.

g. "USACE" property and equipment specified in USACE EM 385-1-1 should be interpreted as Government property and equipment.

[h. Operating Envelope. The area surrounding any crane. Inside this "envelope" is the crane, the operator, riggers, rigging gear between the hook and the load, the load and the crane's supporting structure (ground, rail, etc.).**]**

[i. Weight Handling Equipment (WHE) Accident. A WHE accident occurs when any one or more of the six elements in the operating envelope fails to perform correctly during operation, including operation during maintenance or testing resulting in personnel injury or death; material or equipment damage; dropped load; derailment; two-blocking; overload; and collision, including unplanned contact between the load, crane, and/or other objects. A dropped load, derailment, two-blocking, overload and collision are considered accidents even though no material damage or injury occurs. A component failure (e.g., motor burnout, gear tooth failure, bearing failure) is not considered an accident solely due to material or equipment damage unless the component failure results in damage to other components (e.g., dropped boom, dropped load, roll over, etc.).**]**

[j. Site Safety and Health Officer (SSHO). The qualified or competent person who is responsible for the on-site safety and health management required for the Task Order project work. The SSHO normally cannot be the superintendent, even though the superintendent has safety inspection responsibilities as part of the their duties. The SSHO can be part of the CQC organization, or be an independent individual/ element appointed by official of the contractor.**]**

[k. Certified Construction Health & Safety Technician (CHST). An individual who is currently certified by the Board of Certified Safety Professionals.**]**

[l. Certified Industrial Hygienist (CIH). An individual who is currently certified by the American Board of Industrial Hygiene.]

[m. Certified Safety Professional (CSP). An individual who is currently certified by the Board of Certified Safety Professionals.]

[n. Certified Safety Trained Supervisor (STS). An individual who is currently certified by the Board of Certified Safety Professionals.]

[o. Associate Safety Professional (ASP). An individual who is currently certified by the Board of Certified Safety Professionals.]

[p. Low-slope roof. A roof having a slope less than or equal to 4 in 12 (vertical to horizontal).]

[q. Steep roof. A roof having a slope greater than 4 in 12 (vertical to horizontal).]

1.4 REGULATORY REQUIREMENTS

In addition to the detailed requirements included in the provisions of this contract/ Task Order, work performed shall comply with USACE EM 385-1-1, and all Federal, State, and local, laws, ordinances, and the following criteria, rules and regulations [ ]. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting work. Where the requirements of this specification, applicable laws, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirements shall apply.

1.6 SITE QUALIFICATIONS, DUTIES AND MEETINGS

1.6.1 Personnel Qualifications as determined by Task Order Scope of Work

1.6.1.1 [Site Safety and Health Officer (SSHO)

Site Safety and Health Officer (SSHO) shall be provided at the work site at all times to perform safety and occupational health management, surveillance, inspections, and safety enforcement for the Contractor. SSHO shall be employed by the [prime],[a subcontractor]. SSHO qualifications in resume form with education certifications shall be submitted per paragraph 1.2. The SSHO shall be as follows unless the Task Order Scope of Work indicates otherwise:

[the Contractor's Quality Control System Manager]
[an individual other then the CQC System Manager who is answerable to the CQC System Manager, and is a member of the Quality Control Team, not the Project Superintendent.]
[an individual other then the CQC System Manager who is not a member of the CQC staff, and is not answerable to the CQC System Manager, but is appointed by an official of the Contractor, not the Project Superintendent.]

Either the CQC person or the superintendent shall be equally qualified as the SSHO and shall be capable of performing the full duties of the SSHO during any very brief period of work when the SSHO is absent. [To insure

that safety and health conditions are maintained/enforced at all times,and a SSHO is present at all times, the Contractor shall designate an alternate to perform the safety and health requirements stated herein to cover any extended period when the SSHO can not be present, such as during absences for vacations/extended sickness, or when there are multiple shifts that requires additional coverage. The alternate shall have the same qualifications/training as the SSHO.**]**

The SSHO , and alternate shall meet the following experience qualifications/requirements:

[Level 1:
Worked on similar projects.
10-hour OSHA construction safety class or equivalent within last 3 years.
Competent person training as needed.**]**

[Level 2:
A minimum of 3 years safety work on similar project.
30-hour OSHA construction safety class or equivalent within last 3 years.
Competent person training as needed.**]**

[Level 3:
A minimum of 5 years safety work on similar projects.
30-hour OSHA construction safety class or equivalent within the last 5 years.
An average of at least 24 hours of formal safety training each year for the past 5 years.
Competent person training as needed.**]**

[Level 4:
A minimum of 10 years safety work of a progressive nature with at least 5 years of experience on similar projects.
30-hour OSHA construction safety class or equivalent within the last 5 years.
An average of at least 24 hours of formal safety training each year for the past 5 years with training for competent person status for at least the following (4) areas of competency: {Excavation}; {Scaffolding}; {Fall protection}; {Hazardous energy}; {Confined space}; {Health hazard recognition, evaluation and control of chemical, physical and biological agents}; {Personal protective equipment and clothing to include selection, use and maintenance}.]

[Level 5:
An Associate Safety Professional (ASP), Certified Safety Trained Supervisor (STS) and/or Construction Health & Safety Technician (CHST).
A minimum of 10 years safety work of a progressive nature with at least 5 years of experience on similar projects.
30-hour OSHA construction safety class or equivalent within the last 5 years.
An average of at least 24 hours of formal safety training each year for the past 5 years with training for competent person status for at least the following (4) areas of competency: [Excavation]; [Scaffolding]; [Fall protection]; [Hazardous energy]; [Confined

space]; [Health hazard recognition, evaluation and control of chemical, physical and biological agents]; [Personal protective equipment and clothing to include selection, use and maintenance}.**]**

[Level 6: A Certified Safety Professional (CSP) and/or Certified Industrial Hygienist (CIH).
A minimum of 10 years safety work of a progressive nature with at least 5 years of experience on similar projects.
30-hour OSHA construction safety class or equivalent within the last 5 years.
An average of at least 24 hours of formal safety training each year for the past 5 years with training for competent person status for at least the following (4) areas of competency: {Excavation}; [Scaffolding]; [Fall protection]; [Hazardous energy]; [Confined space]; [Health hazard recognition, evaluation and control of chemical, physical and biological agents]; [Personal protective equipment and clothing to include selection, use and maintenance}.**]]**

[1.6.1.2 Certified Safety Professional (CSP) and/or Certified Industrial hygienist (CIH)

Provide a [Certified Safety Professional (CSP)] [and/or] [Certified Industrial Hygienist (CIH)] at the work site to perform safety and occupational health management, surveillance, inspections, and safety enforcement for the Contractor. The [CSP] [and] [CIH] shall be the safety and occupational health "competent person" as defined by USACE EM 385-1-1 The person provided must have the authority to stop work that is not being done in accordance with USACE EM 385-1-1.**] [The [CSP and/or CIH] shall have no other duties than safety and occupational health management, inspections, and/or industrial hygiene.]**

[1.6.1.3 Associate Safety professional (ASP), Certified Safety Trained Supervisor (STS) and/or Construction Health and Safety Technician (CHST).

Provide [a/an] [Associate Safety Professional (ASP)][Certified Safety Trained Supervisor (STS)] [and/or] [Construction Health & Safety Technician (CHST)] at the work site to perform safety management, surveillance, inspections, and safety enforcement for the Contractor. The [ASP][STS] [and/or] [CHST] shall be the safety and occupational health "competent person" as defined by USACE EM 385-1-1. The [ASP][STS] [and/or] [CHST] shall be at the work site at all times whenever work or testing is being performed and shall conduct and document daily safety inspections. The [ASP][STS] [and/or] [CHST] shall have no other duties other than safety and occupational health management, inspections, and enforcement on this Task Order. The [ASP][STS] [and/or] [CHST] must have the authority to stop work that is not being done in accordance with USACE EM 385-1-1.**]**

1.6.1.4 Competent Person for Confined Space Entry

Provide a competent person meeting the requirements of USACE EM 385-1-1 who is assigned in writing by the Designated Authority to assess confined spaces and who possesses demonstrated knowledge, skill and ability to:

a. Identify the structure, location, and designation of confined and permit-required confined spaces where work is done;

b. Calibrate and use testing equipment including but not limited to, oxygen indicators, combustible gas indicators, carbon monoxide indicators, and carbon dioxide indicators, and to interpret accurately the test results of that equipment;

c. Perform all required tests and inspections specified in 29 CFR 1910.146 and 29 CFR 1915 Subpart B;

d. Assess hazardous conditions including atmospheric hazards in confined space and adjacent spaces and specify the necessary protection and precautions to be taken;

e. Determine ventilation requirements for confined space entries and operations;

f. Assess hazards associated with hot work in confined and adjacent space and determine fire watch requirements; and,

g. Maintain records required.

1.6.1.5 Competent Person for the Health Hazard Control and Respiratory Protection Program

Provide a competent person meeting the requirements of USACE EM 385-1-1 who is:

a. Capable by education, specialized training and/or experience of anticipating, recognizing, and evaluating employee exposure to hazardous chemical, physical and biological agents in accordance with USACE EM 385-1-1, Section 6.

b. Capable of specifying necessary controls and protective actions to ensure worker health.

[1.6.1.6 Crane Operators

Crane operators shall meet the requirements in USACE EM 385-1-1, Appendix G.**] Proof of current qualification shall be provided.**

1.6.2 Personnel Duties

1.6.2.1 Site Safety and Health Officer (SSHO)

a. Conduct daily safety and health inspections and maintain a written log which includes area/operation inspected, date of inspection, identified hazards, recommended corrective actions, estimated and actual dates of corrections. Safety inspection logs shall be attached to the Contractors' daily quality control report.

b. Conduct mishap investigations and complete required reports. Maintain the OSHA Form 300 and Daily Production reports for prime and sub-contractors.

c. Maintain applicable safety reference material on the job site.

d. Attend the pre-construction conference, pre-work safety conference, pre-work meetings, including preparatory inspection control meeting, and periodic in-progress meetings.

e. Implement and enforce accepted APPS and AHAs.

f. Maintain a safety and health deficiency tracking system that monitors outstanding deficiencies until resolution. A list of unresolved safety and health deficiencies shall be posted on the safety bulletin board.

g. Ensure sub-contractor compliance with safety and health requirements.

h. Other duties as identified per Specification Section **[**01451**L], [**01453**L].**

Failure to perform the above duties shall result in dismissal of the SSHO, and/or CQC System Manager, and/or superintendent and a project work stoppage. The project work stoppage will remain in effect pending acceptance of a suitable replacement.

1.6.2.2 [Certified Safety Professional (CSP)][Certified Industrial Hygienist (CIH)][Associate Safety Professional (ASP)][Certified Safety Trained Supervisor (STS)][and/or][Certified Construction Health & Safety Technician (CHST)]

a. Perform safety and occupational health management, surveillance, inspections, and safety enforcement for the project.

b. Perform as the safety and occupational health "competent person" as defined by USACE EM 385-1-1.

c. Be on site [at all times][at least weekly][at least monthly]whenever work or testing is being performed.

d. Conduct and document safety inspections.

e. Shall have no other duties other than safety and occupational health management, inspections, and enforcement on this Task Order.

If the [CSP][CIH][ASP][STS][CHST] is appointed as the SSHO all duties of that position shall also be preformed.

1.6.3 Meetings

1.6.3.1 Prework Safety Conference

a. The Contractor will be informed, in writing, of the date of the prework safety conference. The purpose of the prework safety conference is for the Contractor and the Contracting Officer's representatives to become acquainted and explain the functions and operating procedures of their respective organizations and to reach mutual understanding relative to the administration of the overall project's APP before the initiation of work.

b. Contractor representatives who have a responsibility or significant role in accident prevention on the project shall attend the prework safety conference. This includes the site safety and health officer; the quality control system manager; and the project superintendent; or any other assigned safety and health professionals who participated in the development of the APP (including the AHAs and special plans, program and procedures associated with it).

c. The Contractor shall discuss the details of the submitted APP to include incorporated plans, programs, procedures and a listing of anticipated activity hazard analyses (AHAs) that will be developed and implemented during the performance of the Task Order. This list of proposed AHAs will be reviewed at the conference and an agreement will be reached between the Contractor and the Contracting Officer's representative as to which phases will require an analysis. In addition, a schedule for the preparation, submittal, review, and acceptance of AHAs shall be established to preclude project delays.

d. Deficiencies in the submitted APP will be brought to the attention of the Contractor at the prework safety conference, and the Contractor shall revise the plan to correct deficiencies and re-submit it for acceptance. Work shall not begin until there is an accepted APP.

1.6.3.2 Weekly Safety Meetings

Conduct weekly safety meetings at the project site for all employees. The Contracting Officer will be informed of the meeting in advance and be allowed attendance. Minutes showing contract and Task Order title, signatures of attendees and a list of topics discussed shall be attached to the Contractors' daily quality control report.

1.6.3.3 Work Phase Meetings

The appropriate AHA shall be reviewed and attendance documented by the Contractor at the preparatory, initial, and follow-up control phases of quality control inspection in accordance with [Section 01451L CONTRACTOR QUALITY CONTROL] [Section 01453L CONTRACOTR QUALITY CONTROL FOR DESIGN/BUILD]. The analysis should be used during daily inspections to ensure the implementation and effectiveness of safety and health controls; and the results reported on the daily QC Report.

1.7 TRAINING

1.7.1 New Employee Indoctrination

New employees (prime and sub-contractor) will be informed of specific site hazards before they begin work. Documentation of this orientation shall be kept on file at the project site.

1.7.2 Periodic Training

Provide Safety and Health Training in accordance with USACE EM 385-1-1 and the accepted APP. Ensure all required training has been accomplished for all onsite employees.

1.7.3 Training on Activity Hazard Analysis (AHA)

Prior to beginning a new control phase, training will be provided to all affected employees to include a review of the AHA to be implemented.

1.8 ACCIDENT PREVENTION PLAN (APP)

a. The Contractor shall use a qualified person to prepare the written site-specific APP. Prepare the APP in accordance with the format and requirements of USACE EM 385-1-1 and as supplemented herein. Cover all paragraph and subparagraph elements in USACE EM 385-1-1, Appendix A, "Minimum Basic Outline for Preparation of Accident Prevention Plan". Where a paragraph or subparagraph element is not applicable to the work to be performed indicate "Not Applicable" next to the heading. Specific requirements for some of the APP elements are described below at paragraph 1.8.1. The APP shall be job-specific and shall address any unusual or unique aspects of the project or activity for which it is written. The APP shall interface with the Contractor's overall safety and health program. Any portions of the Contractor's overall safety and health program referenced in the APP shall be included in the applicable APP element and made site-specific. The Government considers the Prime Contractor to be the "controlling authority" for all work site safety and health of the subcontractors. Contractors are responsible for informing their subcontractors of the safety provisions under the terms of the contract/ Task Order and the penalties for noncompliance, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out. The APP shall be signed by the person and firm (senior person) preparing the APP, the designated site safety and health officer, the CQC system manager, the contractor's on-site superintendent, and any designated CSP and/or CIH.

b. Submit the APP to the Contracting Officer [15] [__] calendar days prior to the date of the prework safety conference, for acceptance. Work cannot proceed without an accepted APP. The Contracting Officer reviews and comments on the Contractor's submitted APP and accepts it when it meets the requirements of the contract/ Task Order provisions.

c. Acceptance of the APP. Acceptance is conditional and will be predicated on satisfactory performance during the construction. Once accepted by the Contracting Officer, the APP and attachments will be enforced as part of the contract/ Task Order. Disregarding the provisions of this contract/ Task Order or the accepted APP will be cause for stopping of work, at the discretion of the Contracting Officer, until the matter has been rectified.

d. Once work begins, changes to the accepted APP shall be made with the knowledge and concurrence of the Contracting Officer, project superintendent, SSHO and quality control system manager. Should any unforeseen hazard become evident during the performance of work, the project superintendent shall inform the Contracting Officer, both verbally and in writing, for resolution as soon as possible. In the interim, all necessary action shall be taken by the Contractor to restore and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public, and the environment.

e. Copies of the accepted plan will be maintained at the Contracting Officer's/resident engineer's office and at the contractor's job site office.

f. The APP shall be continuously reviewed and amended, as necessary, throughout the life of the contract/ Task Order. Unusual or high-hazard activities not identified in the original APP shall be incorporated in the plan as they are discovered.

1.8.1 EM 385-1-1 Contents

In addition to the requirements outlines in Appendix A of USACE EM 385-1-1, the following is required:

a. Names and qualifications (resumes including education, training, experience and certifications) of all site safety and health personnel designated to perform work on this project to include the designated site safety and health officer and other competent and qualified personnel to be used such as CSPs, CIHs, STSs, CHSTs. The duties of each position shall be specified.

b. Qualifications of competent and of qualified persons. As a minimum, competent persons shall be designated and qualifications submitted for each of the following major areas: excavation; scaffolding; fall protection; hazardous energy; confined space; health hazard recognition, evaluation and control of chemical, physical and biological agents; personal protective equipment and clothing to include selection, use and maintenance.

c. Confined Space Entry Plan. Develop a confined space entry plan in accordance with USACE EM 385-1-1, applicable OSHA standards 29 CFR 1910, 29 CFR 1915, and 29 CFR 1926, and any other Federal, State and local regulatory requirements identified in this contract/ Task Order. Identify the qualified person's name and qualifications, training, and experience. Delineate the qualified person's authority to direct work stoppage in the event of hazardous conditions. Include procedure for rescue by contractor personnel and the coordination with emergency responders. (If there is no confined space work, include a statement that no confined space work exists and none will be created.)

[d. Crane Critical Lift Plan. Prepare and sign weight handling critical lift plans for lifts over 75 percent of crane hoist's maximum load limit; lifts involving more than one crane or hoist; lifts of personnel; and technically difficult lifts involving non-routine rigging or operation, sensitive equipment, or unusual safety risks in accordance with USACE EM 385-1-1, paragraph 16.c.18. and the following; submit 15 calendar days prior to on-site work.**]**

(1) For lifts of personnel, the plan shall demonstrate compliance with the requirements of 29 CFR 1926.550(g).

(2) For barge mounted mobil cranes, barge stability calculations identifying barge list and trim based on anticipated loading; and load charts based on calculated list and trim. The amount of list and trim shall be within the crane manufacturer's requirements.]

e. Fall Protection and Prevention (FP&P) Plan. The plan shall be site specific and address all fall hazards in the work place and during different phases of construction. It shall address how to protect and prevent workers from falling to lower levels when they are exposed to fall hazards above 6 feet. A qualified person shall prepare and sign the plan. The plan shall include fall protection and prevention systems, equipment and methods employed for every phase of work, responsibilities, rescue and escape equipment and operations, training requirements, and monitoring methods. Fall Protection and Prevention Plan shall be revised [every six months] for lengthy projects, reflecting any changes during the course of construction due to changes in personnel, equipment, systems or work habits. The accepted Fall Protection and Prevention Plan shall be kept and maintained at the job site for the duration of the project.

[f. Occupant Protection Plan. The safety and health aspects of lead-based paint removal, prepared in accordance with Section 02091 lrl version, "Removal and Disposal of Lead Based Paint" (LBP).**]**

[g. Lead Compliance Plan. The safety and health aspects of lead work, prepared in accordance with Section 02091 lrl version REMOVAL AND DISPOSAL OF LEAD-BASED PAINT (LBP).**]**

[h. Asbestos Hazard Abatement Plan. The safety and health aspects of asbestos work, prepared in accordance with Section 02080 ASBESTOS ABATEMENT**].**

[i. Site Safety, Health and Emergency Response Plan. The safety and health aspects prepared in accordance with Section 01351A.**]**

[j. PCB Plan. The safety and health aspects of Polychlorinated Biphenyls work, prepared in accordance with Sections 13284N, "Removal and Disposal of Polychlorinated Biphenyls (PCBs) and 13285N, "Removal and Disposal of PCB Contaminated Soils)".**]**

[k. Site Demolition Plan. The safety and health aspects prepared in accordance with {Section 02220 DEMOLITION lrl version}**]**

[l. Excavation Plan. The safety and health aspects prepared in accordance with Section 02316A, Excavation, Trenching, and Backfilling for Utilities Systems.**]**

m. Training Records and Requirements. List of mandatory training and certifications which are applicable to this project (e.g. explosive actuated tools, confined space entry, fall protection, crane operation, vehicle operator, forklift operators, personal protective equipment); list of requirements for periodic retraining/certification; outline requirements for supervisory and employee safety meetings.

1.9 ACTIVITY HAZARD ANALYSIS (AHA)

The Activity Hazard Analysis (AHA) format shall be in accordance with USACE EM 385-1-1, as modified by the Louisville District, using CELRL Form 1259, 01 November 2001, the Form is attached at the end of this section. Submit the AHA for review at least [15][ ]calendar days prior to the start of each phase. Format subsequent AHA as amendments to the APP. An AHA will be

developed by the Contractor for every operation involving a type of work presenting hazards not experienced in previous project operations or where a new work crew or subcontractor is to perform work. The analysis must identify and evaluate hazards and outline the proposed methods and techniques for the safe completion of each phase of work. At a minimum, define activity being performed, sequence of work, specific safety and health hazards anticipated, control measures (to include personal protective equipment) to eliminate or reduce each hazard to acceptable levels, equipment to be used, inspection requirements, training requirements for all involved, and the competent person in charge of that phase of work. For work with fall hazards, including fall hazards associated with scaffold erection and removal, identify the appropriate fall arrest systems. For work with materials handling equipment, address safeguarding measures related to materials handling equipment. For work requiring excavations, include requirements for safeguarding excavations. An activity requiring an AHA shall not proceed until the AHA has been accepted by the Contracting Officer's representative and a meeting has been conducted by the Contractor to discuss its contents with everyone engaged in the activity, including on-site Government representatives. The Contractor shall document meeting attendance at the preparatory, initial, and follow-up phases of quality control meetings. The AHA shall be continuously reviewed and, when appropriate, modified to address changing site conditions or operations. The analysis should be used during daily inspections to ensure the implementation and effectiveness of the activity's safety and health controls.

The AHA list will be reviewed periodically (at least monthly) at the Contractor supervisory safety meeting and updated as necessary when procedures, scheduling, or hazards change.

Activity hazard analyses shall be updated as necessary to provide an effective response to changing work conditions and activities. The on-site superintendent, site safety and health officer and competent persons used to develop the AHAs, including updates, shall sign and date the AHAs before they are implemented.

The activity hazard analyses shall be developed using the project schedule as the basis for the activities performed. Any activities listed on the project schedule will require an AHA. The AHAs will be developed by the contractor, supplier or subcontractor and provided to the prime contractor for submittal to the Contracting Officer.

1.10 DISPLAY OF SAFETY INFORMATION

Within [15][ ] calendar days after commencement of work, erect a safety bulletin board at the job site. The following information shall be displayed on the safety bulletin board in clear view of the on-site construction personnel, maintained current, and protected against the elements and unauthorized removal, no separate payment for the furnishing/ erecting of the bulletin board as specified and cost there of shall be considered a subsidiary obligation of the contractor:

a. Map denoting the route to the nearest emergency care facility.

b. Emergency phone numbers.

c. Copy of the most up-to-date APP.

d. AHA(s).

e. OSHA 300A Form.

f. Confined space entry permit.

g. A sign indicating the number of hours/ days worked since last lost workday accident.

h. OSHA Safety and Health Protection-On-The-Job Poster.

[i. Safety and Health Warning Posters.**]**

j. Hot Work Permit

1.11 SITE SAFETY REFERENCE MATERIALS

Maintain safety-related references applicable to the project, including those listed in the article "References." Maintain applicable equipment manufacturer's manuals.

1.12 EMERGENCY MEDICAL TREATMENT

Contractors will arrange for their own emergency medical treatment. Government has no responsibility to provide emergency medical treatment.

1.13 REPORTS

1.13.1 Accident Reports

a. For recordable injuries and illnesses, and property damage accidents resulting in at least $2,000 in damages, the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident, complete the USACE Accident Report Form 3394 and provide the report to the Contracting Officer within [5][ ] calendar day(s) of the accident. The Contracting Officer will provide copies of any required or special forms.

[b. For a weight handling equipment accident the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident, complete the WHE Accident Report form and provide the report to the Contracting Officer within 30 calendar days of the accident. The Contracting Officer will provide a blank copy of the accident report form.**]**

1.13.2 Accident Notification

Notify the Contracting Officer as soon as practical, but not later than [four hours] [ ], after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than $2,000, or any weight handling equipment accident involving a overturned crane, collapsed boom, or any other major damage to the crane or adjacent property. Information shall include contractor name; contract

and Task Order title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of construction equipment used, PPE used, etc.). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on site and Government investigation is conducted.

1.13.3 Monthly Exposure Reports

Monthly exposure reporting to the Contracting Officer is required to be attached to the monthly billing request. This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractor. The Contracting Officer will provide copies of any special forms.

1.13.4 Regulatory Citations and Violations

Contact the Contracting Officer immediately of any OSHA or other regulatory agency inspection or visit, and provide the Contracting Officer with a copy of each citation, report, and contractor response. Correct violations and citations promptly and provide written corrective actions to the Contracting Officer.

[1.13.5 Crane Reports

Submit crane inspection reports required in accordance with USACE EM 385-1-1, Appendix H and as specified herein with Daily Reports of Inspections.**]**

[1.13.6 Certificate of Compliance

The Contractor shall provide a Certificate of Compliance for each crane entering an activity under this Task Order (see Contracting Officer for a blank certificate). Certificate shall state that the crane and rigging gear meet applicable OSHA regulations (with the Contractor citing which OSHA regulations are applicable, e.g., cranes used in construction, demolition, or maintenance shall comply with 29 CFR 1926 and USACE EM 385-1-1 section 16 and Appendix H. Certify on the Certificate of Compliance that the crane operator(s) is qualified and trained in the operation of the crane to be used. The Contractor shall also certify that all of its crane operators working on the DOD activity have been trained in the proper use of all safety devices (e.g., anti-two block devices). These certifications shall be posted on the crane.**]**

1.14 HOT WORK

Prior to performing "Hot Work" (welding, etc.) or operating other flame-producing devices, a written permit shall be requested from the [Fire Division][ ]. CONTRACTORS ARE REQUIRED TO MEET ALL CRITERIA BEFORE A PERMIT IS ISSUED. The Contractor will provide at least two (2) twenty (20) pound 4A:20 BC rated extinguishers for normal "Hot Work". All extinguishers shall be current inspection tagged, approved safety pin and tamper resistant seal. It is also mandatory to have a designated FIRE WATCH for any "Hot Work" done at this activity.The Fire Watch shall be trained in accordance with NFPA 51B and remain on-site for a minimum of 30 minutes after completion of the task or as specified on the hot work permit.

a. Oil painting materials (paint, brushes, empty paint cans, etc.), and all flammable liquids shall be removed from the facility at quitting time. All painting materials and flammable liquids shall be stored outside in a suitable metal locker or box and will require re-submittal with non-hazardous materials.

b. Accumulation of trays, paper, shavings, sawdust, boxes and other packing materials shall be removed from the facility at the close of each workday and such material disposed of in the proper containers located away from the facility.

c. The storage of combustible supplies shall be a safe distance from structures.

d. Area outside the facility undergoing work shall be cleaned of trash, paper, or other discarded combustibles at the close of each workday.

e. All portable electric devices (saws, sanders, compressors, extension chord, lights, etc.) shall be disconnected at the close of each workday. When possible, the main electric switch in the facility shall be deactivated.

f. When starting work in the facility, Contractors shall require their personnel to familiarize themselves with the location of the nearest fire alarm boxes and place in memory the emergency [Fire Division][] phone number. ANY FIRE, NO MATTER HOW SMALL, SHALL BE REPORTED TO THE RESPONSIBLE [FIRE DIVISION][] IMMEDIATELY.

[g. Obtain services from a NFPA Certified Marine Chemist for "HOT WORK" within or around flammable materials (such as fuel systems, welding/cutting on fuel pipes) or confined spaces (such as sewer wet wells, manholes, vaults, etc.) that have the potential for flammable or explosive atmospheres.**]**

PART 2 PRODUCTS

[2.1 FALL PROTECTION ANCHORAGE

Fall protection anchorage, conforming to ANSI Z359.1, installed under the supervision of a qualified person in fall protection, shall be left in place for continued customer use and so identified by signage stating the capacity of the anchorage (strength and number of persons who may be tied-off to it at any one time).**]**

[2.2 CONFINED SPACE SIGNAGE

The Contractor shall provide permanent signs integral to or securely attached to access covers for new permit-required confined spaces. Signs wording: "DANGER--PERMIT-REQUIRED CONFINED SPACE - DO NOT ENTER -" in bold letters a minimum of 25 mm(one inch) in height and constructed to be clearly legible with all paint removed. The signal word "DANGER" shall be red and readable from 1.52 m(5 feet).**]**

PART 3 EXECUTION

3.1 CONSTRUCTION AND/OR OTHER WORK

The Contractor shall comply with USACE EM 385-1-1, NFPA 241, the APP, the AHA, and other related submittals and activity fire and safety regulations.

3.1.1 Hazardous Material Use

Each hazardous material must receive approval prior to being brought onto the job site or prior to any other use in connection with this Task Order. Allow a minimum of 10 working days for processing of the request for use of a hazardous material. Any work or storage involving hazardous chemicals or materials must be done in a manner that will not expose Government or Contractor employees to any unsafe or unhealthful conditions. Adequate protective measures must be taken to prevent Government or Contractor employees from being exposed to any hazardous condition that could result from the work or storage. The Prime Contractor shall keep a complete inventory of hazardous materials brought onto the work-site. Approval by the Contracting Officer of protective measures and storage area is required prior to the start of the work.

3.1.2 Hazardous Material Exclusions

Notwithstanding any other hazardous material used in this Task Order, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation (with the exception of radioactive material and devices used in accordance with EM 385-1-1 such as nuclear density meters for compaction testing and laboratory equipment with radioactive sources) as well as materials which contain asbestos, mercury or polychlorinated biphenyls, di-isocynates, lead-based paint are prohibited. The Contracting Officer, upon written request by the Contractor, may consider exceptions to the use of any of the above excluded materials.

3.1.3 Unforeseen Hazardous Material

The design should have identified materials such as PCB, lead paint, and friable and non-friable asbestos. If [additional] material, not indicated, that may be hazardous to human health upon disturbance during construction operations is encountered, stop that portion of work and notify the Contracting Officer immediately. Within [14] [_____] calendar days the Government will determine if the material is hazardous. If material is not hazardous or poses no danger, the Government will direct the Contractor to proceed without change. If material is hazardous and handling of the material is necessary to accomplish the work, the Government will issue a modification pursuant to "FAR 52.243-4, Changes" and "FAR 52.236-2, Differing Site Conditions."

3.2 PRE-OUTAGE COORDINATION MEETING

Contractors are required to apply for utility outages at least [15][ ] days in advance. As a minimum, the request should include the location of the outage, utilities being affected, duration of outage and any necessary sketches. Special requirements for electrical outage requests are contained elsewhere in this specification section. Once approved, and prior to beginning work on the utility system requiring shut down, the Contractor

shall attend a pre-outage coordination meeting with the Contracting Officer and the [ ] to review the scope of work and the lock-out/tag-out procedures for worker protection. No work will be performed on energized electrical circuits unless proof is provided that no other means exist.

3.3 FALL HAZARD PROTECTION AND PREVENTION

The Contractor shall establish a fall protection and prevention program, for the protection of all employees exposed to fall hazards. The program shall include company policy, identify responsibilities, education and training requirements, fall hazard identification, prevention and control measures, inspection, storage, care and maintenance of fall protection equipment and rescue and escape procedures.

3.3.1 Training

The Contractor shall institute a fall protection training program. As part of the Fall Hazard Protection and Prevention Program, the Contractor shall provide training for each employee who might be exposed to fall hazards. Training requirements shall be in accordance with USACE EM 385-1-1, section 21.A.16.

3.3.2 Fall Protection Equipment and Systems

The Contractor shall enforce use of the fall protection equipment and systems designated for each specific work activity in the Fall Protection and Prevention Plan and/or AHA at all times when an employee is exposed to a fall hazard or on a surface 6 feet or more above lower levels. Fall protection systems such as guardrails/toeboards, personnel fall arrest system, safety nets, etc., are required when working within 6 feet of any leading edge and employees shall be protected from fall hazards as specified in EM 385-1-1, section 21. In addition to the required fall protection systems, safety skiff, personal floatation devices, life rings etc., are required when working above or next to water in accordance with USACE EM 385-1-1, paragraphs 05.H. and 05.I. Personal fall arrest systems are required when working from an articulating or extendible boom, swing stages, or suspended platform. In addition, personal fall arrest systems are required when operating other equipment such as scissor lifts if the work platform is capable of being positioned outside the wheelbase. The need for tying-off in such equipment is to prevent ejection of the employee from the equipment during raising, lowering, or travel. Fall protection must comply with 29 CFR 1926.500, Subpart M, USACE EM 385-1-1 and ANSI A10.32.

3.3.2.1 Personal Fall Arrest Equipment

Personal fall arrest equipment, systems, subsystems, and components shall meet ANSI Z359.1. Only a full-body harness with a shock-absorbing lanyard or self-retracting lanyard is an acceptable personal fall arrest device. Body belts may only be used as a positioning device system (for uses such as steel reinforcing assembly and in addition to an approved fall arrest system). Harnesses shall have a fall arrest attachment affixed to the body support (usually a Dorsal D-ring) and specifically designated for attachment to the rest of the system. Only locking snap hooks and carabiners shall be used. Webbing, straps, and ropes shall be made of synthetic fiber. The maximum free fall distance when using fall arrest equipment shall not exceed

1.8 m (6 feet). The total fall distance shall always be taken into consideration when attaching a person to a fall arrest system.

3.3.3 Fall Protection for Roofing Work

Fall protection controls shall be implemented based on the type of roof being constructed and work being performed. The roof area to be accessed shall be evaluated for its structural integrity including weight-bearing capabilities for the projected loading.

a. Low Sloped Roofs:

(1) For work within 1.8 m (6 feet) of an edge, on low-slope roofs, personnel shall be protected from falling by use of personal fall arrest systems, guardrails with toeboards, or safety nets. [A safety monitoring system is not adequate fall protection and is not authorized.]

(2) For work greater than 1.8 m (6 feet) from an edge, warning lines shall be erected and installed in accordance with 29 CFR 1926.500 and USACE EM 385-1-1.

b. Steep Roofs: Work on steep roofs requires a personal fall arrest system, guardrails with toe-boards, or safety nets. This requirement also includes residential or housing type construction.

3.3.4 Guardrails and Safety Nets

Guardrails and safety nets shall be designed, installed and used in accordance with EM 385-1-1 and 29 CFR 1926 Subpart M.

3.3.5 Existing Anchorage

Existing anchorages, to be used for attachment of personal fall arrest equipment, shall be certified (or re-certified) by a qualified person in accordance with ANSI Z359.1. Exiting horizontal lifeline anchorages shall be certified (or re-certified) by a registered professional engineer with experience in designing horizontal lifeline systems.

3.3.6 Horizontal Lifelines

Horizontal lifelines shall be designed, installed, certified and used under the supervision of a qualified person as part of a complete fall arrest system (29 CFR 1926.500).

3.3.7 Rescue and Evacuation Procedures

When personal fall arrest systems are used, the contractor must ensure that the mishap victim can self-rescue or can be rescued promptly should a fall occur. A Rescue and Evacuation Plan shall be prepared by the contractor and include a detailed discussion of the following: methods of rescue; methods of self-rescue; equipment used; training requirement; specialized training for the rescuers; procedures for requesting rescue and medical assistance; and transportation routes to a medical facility. The Rescue and Evacuation Plan shall be included in the Activity Hazard Analysis (AHA) for the phase

of work, in the Fall Protection and Prevention (FP&P) Plan, and the Accident Prevention Plan (APP).

3.4 SCAFFOLDING

Employees shall be provided with a safe means of access to the work area on the scaffold. Climbing of any scaffold braces or supports not specifically designed for access is prohibited. Access to scaffold platforms greater than 6 (six) feet in height shall be accessed by use of a scaffold stair system. Vertical ladders commonly provided by scaffold system/tower manufacturers shall not be used for accessing scaffold platforms greater than 6 (six) feet in height. The use of an adequate gate is required. Contractor shall ensure that employees are qualified to perform scaffold erection and dismantling. Do not use scaffold without the capability of supporting at least four times the maximum intended load or without appropriate fall protection as delineated in the accepted fall protection and prevention plan. Stationary scaffolds must be attached to structural building components to safeguard against tipping forward or backward. Special care shall be given to ensure scaffold systems are not overloaded. Side brackets used to extend scaffold platforms on self-supported scaffold systems for the storage of material is prohibited. The first tie-in shall be at the height equal to 4 times the width of the smallest dimension of the scaffold base. Work platforms shall be placed on mud sills. Scaffold or work platform erectors shall have fall protection during the erection and dismantling of scaffolding or work platforms that are more than 6 (six) feet. Delineate fall protection requirements when working above 6 (six) feet or above dangerous operations in the Fall Protection and Prevention (FP&P) Plan and Activity Hazard Analysis (AHA) for the phase of work. For additional requirements, see Section 00800, paragraph 1.43.

3.4.1 Stilts

The use of stilts in conjunction with scaffolds is prohibited. Stilts shall not be used for gaining additional height for construction, renovation, repair or maintenance work; see EM385-1-1 for types of scaffolds where this requirement applies.

3.5 EQUIPMENT

3.5.1 Material Handling Equipment

a. Material handling equipment such as forklifts shall not be modified with work platform attachments for supporting employees unless specifically delineated in the manufacturer's printed operating instructions.

b. The use of hooks on equipment for lifting of material must be in accordance with manufacturer's printed instructions.

c. Operators of forklifts or power industrial trucks shall be licensed in accordance with OSHA.

3.5.2 Weight Handling Equipment

[a. Cranes and derricks shall be equipped as specified in EM 385-1-1, section 16.

b. The Contractor shall notify the Contracting Officer 15 days in advance of any cranes entering the activity so that necessary quality assurance spot checks can be coordinated. Contractor's operator shall remain with the crane during the spot check.

c. The Contractor shall comply with the crane manufacturer's specifications and limitations for erection and operation of cranes and hoists used in support of the work. Erection shall be performed under the supervision of a designated person (as defined in ASME B30.5). All testing shall be performed in accordance with the manufacturer's recommended procedures.

d. The Contractor shall comply with ASME B30.5 for mobile and locomotive cranes, ASME B30.22 for articulating boom cranes and ASME B30.8 for floating cranes and floating derricks.

e. The presence of Government personnel does not relieve the Contractor of an obligation to comply with all applicable safety regulations. The Government will investigate all complaints of unsafe or unhealthful working conditions received in writing from contractor employees, federal civilian employees, or military personnel.

f. Each load shall be rigged/attached independently to the hook/master-link in such a fashion that the load cannot slide or otherwise become detached. Christmas-tree lifting (multiple rigged materials) is not allowed.

g. Under no circumstance shall a Contractor make a lift at or above 90% of the cranes rated capacity in any configuration.

h. When operating in the vicinity of overhead transmission lines, operators and riggers shall be alert to this special hazard and shall follow the requirements of USACE EM 385-1-1 section 11 and ASME B30.5 or ASME B30.22 as applicable.

i. Crane suspended personnel work platforms (baskets) shall not be used unless the Contractor proves that using any other access to the work location would provide a greater hazard to the workers or is impossible. Personnel shall not be lifted with a line hoist or friction crane.

j. A fire extinguisher having a minimum rating of 10BC and a minimum nominal capacity of 5lb of extinguishing agent shall be available at all operator stations or crane cabs. Portable fire extinguishers shall be inspected, maintained, and recharged as specified in NFPA 10, Standard for Portable Fire Extinguishers.

k. All employees shall be kept clear of loads about to be lifted and of suspended loads.

l. A weight handling equipment operator shall not leave his position at the controls while a load is suspended.

m. Only Contractor crane operators who have met the requirements of 29 CFR 1910.94, 29 CFR 1910.120, 29 CFR 1926.65, 29 CFR 1926.500, USACE EM

385-1-1, ASME B30.5, and ASME B30.22 and other local and state requirements shall be authorized to operate the crane.

n. The Contractor shall use cribbing when performing lifts on outriggers.

o. The crane hook/block must be positioned directly over the load. Side loading of the crane is prohibited.

p. A physical barricade must be positioned to prevent personnel from entering the counterweight swing (tail swing) area of the crane.

q. A substantial and durable rating chart containing legible letters and figures shall be provided with each crane and securely mounted onto the crane cab in a location allowing easy reading by the operator while seated in the control station.

r. Certification records which include the date of inspection, signature of the person performing the inspection, and the serial number or other identifier of the crane that was inspected shall always be available for review by Contracting Officer personnel.

s. Written reports listing the load test procedures used along with any repairs or alterations performed on the crane shall be available for review by Contracting Officer personnel.

t. The Contractor shall certify that all crane operators have been trained in proper use of all safety devices (e.g. anti-two block devices).

3.5.3 Equipment and Mechanized Equipment

a. Equipment shall be operated by designated qualified operators. Proof of qualifications shall be kept on the project site for review.

b. Manufacture specifications or owner's manual for the equipment shall be on site and reviewed for additional safety precautions or requirements that are sometimes not identified by OSHA or USACE EM 385-1-1. Such additional safety precautions or requirements shall be incorporated into the AHAs.

c. Equipment and mechanized equipment shall be inspected in accordance with manufacturer's recommendations for safe operation by a competent person prior to being placed into use.

d. Daily checks or tests shall be conducted and documented on equipment and mechanized equipment by designated competent persons.

3.6 EXCAVATIONS

The competent person for excavations performed as a result of Task Order work shall be on-site when excavation work is being performed, and shall inspect, and document the excavations daily prior to entry by workers. The competent person must evaluate all hazards, including atmospheric, that may be associated with the work, and shall have the resources necessary to

correct hazards promptly. The competent person shall perform soil classification in accordance with 29 CFR 1926.

3.6.1 Utility Locations

Prior to digging, the appropriate digging permit must be obtained. All underground utilities in the work area must be positively identified by a private utility locating service in addition to any station locating service and coordinated with the station utility department. Any markings made during the utility investigation must be maintained throughout the Task Order.

3.6.2 Utility Location Verification

Utilities located within concrete slabs or pier structures, bridges, and the like, are extremely difficult to identify due to the reinforcing steel used in the construction of these structures. Whenever Task Order work involves concrete chipping, saw cutting, or core drilling, the existing utility location must be coordinated with utility departments in addition to a private locating service. Outages to isolate utility systems shall be used in circumstances where utilities are unable to be positively identified. The use of historical drawings does not alleviate the contractor from meeting this requirement.

3.6.3 Utilities with Concrete Slabs

Utilities located within concrete slabs or pier decks, bridges, and the like are extremely difficult to identify. The location must be coordinated with station utility departments in addition to a private locating service. Outages on system utilities shall be used in circumstances where concrete chipping, saw cutting, or core drilling is required and utilities are unable to be completely identified.

3.6.4 Shoring Systems

Trench and shoring systems must be identified in the accepted safety plan and AHA. Manufacture tabulated data and specifications or registered engineer tabulated data for shoring or benching systems shall be readily available on site for review. Job-made shoring or shielding shall have the registered professional engineer stamp, specifications, and tabulated data. Extreme care must be used when excavating near direct burial electric underground cables.

3.6.5 Trenching Machinery

Trenching machines with digging chain drives shall be operated only when the spotters/laborers are in plain view of the operator. Operator and spotters/laborers shall be provided training on the hazards of the digging chain drives with emphasis on the distance that needs to be maintained when the digging chain is operating. Documentation of the training shall be kept on file at the project site.

3.7 ELECTRICAL

3.7.1 Conduct of Electrical Work

Underground electrical spaces must be certified safe for entry before entering to conduct work. Cables that will be cut must be positively identified and de-energized prior to performing each cut. Positive cable identification must be made prior to submitting any outage request for electrical systems. Arrangements are to be coordinated with the Contracting Officer and Station Utilities for identification. The Contracting Officer will not accept an outage request until the Contractor satisfactorily documents that the circuits have been clearly identified. Perform all high voltage cable cutting remotely using hydraulic cutting tool. When racking in or live switching of circuit breakers, no additional person other than the switch operator will be allowed in the space during the actual operation. Plan so that work near energized parts is minimized to the fullest extent possible. Use of electrical outages clear of any energized electrical sources is the preferred method. When working in energized substations, only qualified electrical workers shall be permitted to enter. When work requires Contractor to work near energized circuits as defined by the NFPA 70, high voltage personnel must use personal protective equipment that includes, as a minimum, electrical hard hat, safety shoes, insulating gloves with leather protective sleeves, fire retarding shirts, coveralls, face shields, and safety glasses. Insulating blankets, hearing protection, and switching suits may be required, depending on the specific job and as delineated in the Contractor's AHA.

3.7.2 Portable Extension Cords

Portable extension cords shall be sized in accordance with manufacturer ratings for the tool to be powered and protected from damage. All damaged extension cords shall be immediately removed from service. Portable extension cords shall meet the requirements of NFPA 70.

3.8 WORK IN CONFINED SPACES

The Contractor shall comply with the requirements in Section 06.I of USACE EM 385-1-1 and OSHA 29 CFR 1910.146. Any potential for a hazard in the confined space requires a permit system to be used.

a. Entry Procedures. Prohibit entry into a confined space by personnel for any purpose, including hot work, until the qualified person has conducted appropriate tests to ensure the confined or enclosed space is safe for the work intended and that all potential hazards are controlled or eliminated and documented. (See Section 06.I.05 of USACE EM 385-1-1 for entry procedures.) All hazards pertaining to the space shall be reviewed with each employee during review of the AHA.

b. Forced air ventilation is required for all confined space entry operations and the minimum air exchange requirements must be maintained to ensure exposure to any hazardous atmosphere is kept below its' action level.

c. Ensure the use of rescue and retrieval devices in confined spaces greater than 1.5 m (5 feet) in depth. Conform to Sections 06.I.09, 06.I.10 and 06.I.11 of USACE EM 385-1-1.

d. Sewer wet wells require continuous atmosphere monitoring with audible alarm for toxic gas detection.

e. Include training information for employees who will be involved as entrants and attendants for the work. Conform to Section 06.I.06 of USACE EM 385-1-1.

f. Daily Entry Permit. Post the permit in a conspicuous place close to the confined space entrance.

3.9 CRYSTALLINE SILICA

Grinding, abrasive blasting, and foundry operations of construction materials containing crystalline silica, shall comply with OSHA regulations, such as 29 CFR 1910.94, and USACE EM 385-1-1, Appendix C. The Contractor shall develop and implement effective exposure control and elimination procedures to include dust control systems, engineering controls, and establishment of work area boundaries, as well as medical surveillance, training, air monitoring, and personal protective equipment.

3.10 HOUSEKEEPING

3.10.1 Clean-Up

All debris in work areas shall be cleaned up daily or more frequently if necessary. Construction debris may be temporarily located in an approved location, however garbage accumulation must be removed each day.

3.10.2 Dust control

In addition to the dust control measures required elsewhere in the contract/ Task Order documents, dry cutting of brick or masonry shall be prohibited. [The Contracting Officer, upon written request by the Contractor, may consider exceptions to this prohibition on a case-by-case basis.] Wet cutting must address control of water run off.

-- End of Section --

SECTION 01800L

EQUIPMENT OPERATING, MAINTENANCE, AND REPAIR MANUALS
12/03

PART 1 GENERAL

This specification section shall be used only when the Task Order SCOPE OF WORK so indicates that the subject manuals are required.

1.1 SUMMARY (NOT APPLICABLE)

1.2 GENERAL REQUIREMENTS

The Contractor shall provide [6] [...] complete copies of the Equipment Operating, Maintenance, and Repair Manuals. Separate manuals shall be provided for each utility system as defined hereinafter. Operations and Maintenance manuals shall be submitted and approved before field training or 90 days before substantial completion (whichever occurs earlier), and as specified in Section 00850L: Equipment Data. An amount of [$10,000] [$20,000] [$_____] shall be withheld until submittal and approval of O&M manuals is complete.

1.2.1 Definitions

1.2.2 Equipment

A single piece of equipment operating alone or in conjunction with other equipment to accomplish a system function.

1.2.3 System

A combination of one or more pieces of equipment which function together to accomplish an intended purpose (i.e. HVAC system is composed of many individual pieces of equipment such as fans, motors, compressors, valves, sensors, relays, etc.)

1.2.4 Hard Cover Binders

The manuals shall be hard cover with posts, or 3-ring binders, so sheets may be substituted easily. The following identification shall be printed on the cover: the words "EQUIPMENT OPERATING, MAINTENANCE, AND REPAIR MANUALS," the project name, building number, and an indication of utility or systems covered, the name of the Contractor, and the Contract/Task Order number. Manuals shall be approximately 8-1/2 by 11-inches with large sheets folded in and capable of being easily pulled out for reference. All manuals for the project must be similar in appearance, and be of professional quality.

1.2.5 Warning Page

A warning page shall be provided to warn of potential dangers (if they exist, such as high voltage, toxic chemicals, flammable liquids, explosive materials, carcinogens, high pressures, etc.). The warning page shall be placed inside the front cover and in front of the title page. Also, any necessary Material Safety Data Sheets (MDSD) shall be included here.

1.2.6 Title Page

The title page shall include the same information shown on the cover and show the name of the preparing firm and the date of publication.

1.2.7 Table of Contents

Each volume of the set of manuals for this project shall include a table of contents, for the entire set, broken down by volume.

PART 2 PRODUCTS (NOT USED.)

PART 3 EXECUTION

3.1 GENERAL

Manuals shall be organized according to the following format, and will include information for each item of equipment (NOTE: This includes any equipment which may have been omitted from the items listed in Paragraph 3.2, System/Equipment Requirements.) A draft outline and table of contents shall be submitted for approval at 50% Task Order completion.

TABLE OF CONTENTS

PART I. Introduction.

(a) Equipment Description.
(b) Functional Description.
(c) Installation Description.

PART II. Operating Principles.

PART III. Safety.

PART IV. Preventive Maintenance

(a) Preventive Maintenance Checklist. Lubrication
(b) Charts and Diagrams.

PART V. Spare Parts Lists

(a) Troubleshooting Guide
(b) Adjustments
(c) Common Repairs and Parts Replacement

PART VI. Illustrations

3.1.1 Part I-Introduction

Part I shall provide an introduction, equipment or system description, functional description and theory of operation, and installation instructions for each piece of equipment. Complete instructions for uncrating, assembly, connection to the power source and pre-operating lubrication shall be included in the installation instructions as applicable. Illustrations, including wiring and cabling diagrams, are required as appropriate in this section. Halftone pictures of the equipment should be included in the

introduction and equipment description, as well as system layout drawings with each item of equipment located and marked. Copies of previously submitted shop drawings shall not be used in these manuals.

3.1.2 Part II-Operating Principles

Part II shall provide complete instructions for operating the system, and each piece of equipment. Illustrations, halftone pictures, tables, charts, procedures, and diagrams are required when applicable. This will include step-by-step procedures for start-up and shutdown of both the system and each component piece of equipments, as well as adjustments required to obtain optimum equipment performance, and corrective actions for malfunctions. Performance sheets and graphs showing capacity data, efficiencies, electrical characteristics, pressure drops, and flow rates shall be shown here, also. Marked-up catalogs or catalog pages do not satisfy this requirements. Performance information shall be presented as concisely as possible and contain only data pertaining to equipment actually installed. Actual test data collected for Contractor performance shall be included here.

3.1.3 Part III-Safety

Part III shall contain the general and specific safety requirements peculiar to each item of equipment. Safety information should be repeated as notes cautions, and warnings in other sections where appropriate to operations described.

3.1.4 Part IV-Preventive Maintenance

Part IV shall contain a troubleshooting guide, including detailed instructions for all common adjustments and alignment procedures, including a detailed maintenance schedule. Also, include a diagnostic chart showing symptoms and solutions to problems. Include test hookups to determine the cause, special tools and test equipment, and methods for returning the equipment to operating conditions. Information may be in chart form or in tabular format with appropriate headings. Instructions shall be included for the removal, disassembly, repair, reassembly, and replacement of parts and assemblies where applicable and the task is not obvious.

3.1.5 Part V-Spare Parts List

Part V shall contain a tabulation of description data and parts location illustrations for all mechanical and electrical parts. The heading of the parts list shall clearly identify the supplier, purchase order number, and equipment. The unit price for each part shall be included, also. Parts shall be listed by major assemblies, and the listing shall be arranged in columnar form. Also, names and addresses of the nearest manufacturer's representatives will be included, as well as any special warranty information. [A list of spare parts that are recommended to be kept in stock by the Government installation shall be provided.]

3.1.6 Part VI-Illustrations

Part VI shall contain assembly drawings for the complete equipment or system and for all major components. Complete wiring diagrams and schematics shall be included. Other illustrations, such as exploded views, block diagrams, and cutaway drawings, are required as appropriate.

3.1.7 Framed Instructions

Framed instructions under glass or in laminated plastic, including wiring and control diagrams showing the complete layout of the entire system, including equipment, ductwork, piping valves, dampers, and control sequence, shall be posted at a location near the equipment described. Condensed operating instructions explaining preventive maintenance procedures methods of checking the system for normal safe operation, valve schedule and procedures for safely starting and stopping the system shall be prepared in type form, framed as specified above for the wiring and control diagrams and posted beside the diagrams. Proposed diagrams, instructions, and other sheets shall be submitted prior to posting. The framed instructions shall be posted before field training.

3.1.8 Field Training

Contractor shall conduct a training course for the operating staff for each particular system. The training period, a total of [...] hours of normal working time, shall start after the system is functionally completed. The field instructions shall cover all of the items contained in the Equipment Operating, Maintenance and Repair Manuals. The training will include both classroom and "hands-on" training. The Contractor shall submit a lesson plan outlining the information to be discussed during training periods. This lesson plan will be submitted 90 days before Task Order completion and approved before the field training occurs. [Training shall be videotaped on one-half inch VHS cassettes and shall be furnished to the Government within ten (10) days following training.] Training shall be documented by the Contractor and a list of attendees shall be furnished to the Government.

3.1.9 SYSTEM/EQUIPMENT REQUIREMENTS

3.1.10 Facility Heating System

Information shall be provided on the following equipment: boilers, water treatment, chemical feed pumps and tanks, converters, heat exchangers, pumps, unit heaters, fin-tube radiation, air handling units (both heating only and heating and cooling), and valves (associated with heating systems).

3.1.11 Air-Conditioning Systems

Provide information in chillers, packaged air-conditioning equipment, towers, water treatment, chemical feed pumps and tanks, air-cooled condensers, pumps, compressors, air handling units, and valves (associated with air-conditioning systems).

3.1.12 Temperature Control and HVAC Distribution Systems

Provide all information described for the following equipment: valves, fans, air handling units, pumps, boilers, converters and heat exchangers, chillers, water cooled condensers, cooling towers, and fin-tube radiation, control air compressors, control components (sensors, controllers, adapters and actuators), and flow measuring equipment.

3.1.13 Central Heating Plants

Provide the information described for the following equipment: boilers, converters, heat exchangers, pumps, fans, steam traps, pollution control equipment, chemical feed equipment, control systems, fuel handling equipment, deaerators, tanks (flash, expansion, return waters, etc.), water softeners, and valves.

3.1.14 Heating Distribution Systems

Provide the information described for the following equipment: valves, fans, pumps, converters and heat exchangers, steam traps, tanks (expansion, flash, etc.), and piping systems.

3.1.15 Exterior Electrical Systems

Information shall be provided on the following equipment: power transformers, relays, reclosers, breakers, and capacitor bank controls.

3.1.16 Interior Electrical Systems

Information shall be provided on the following equipment: relays, motor control centers, switchgear, solid state circuit breakers, motor controller, EPS lighting systems, wiring diagrams and troubleshooting flow chart on control systems, and special grounding systems.

3.1.17 Energy Monitoring and Control Systems

The maintenance manual shall include descriptions of maintenance for all equipment, including inspection, periodic preventative maintenance, fault diagnosis, and repair or replacement of defective components.

3.1.18 Domestic Water Systems

The identified information shall be provided on the following equipment: tanks, unit process equipment, pumps, motors, control and monitoring instrumentation, laboratory test equipment, chemical feeders, valves, switching gear, and automatic controls.

3.1.19 Wastewater Treatment Systems

The identified information shall be provided on the following equipment: tanks, unit process equipment, pumps, motors, control and monitoring instrumentations, laboratory test equipment chemical feeders, valves, scrapers, skimmers, comminutors, blowers, switching gear, and automatic controls.

3.1.20 Fire Protection Systems

Information shall be provided on the following equipment: alarm valves, manual valves, regulators, foam and gas storage tanks, piping materials, sprinkler heads, nozzles, pumps, and pump drivers.

3.1.21 Fire Detection Systems

The maintenance manual shall include description of maintenance for all equipment, including inspection, periodic preventive maintenance, fault diagnosis, and repair or replacement of defective components.

3.1.22 Plumbing Systems

Information shall be provided on the following equipment: water heaters, valves, pressure regulators backflow preventors, piping materials, and plumbing fixtures.

3.1.23 Liquid Fuels Systems

Information shall be provided on the following equipment: tanks, automatic valves manual valves, filter separators, pumps, mechanical loading arms, nozzles, meters, electronic controls, electrical switch gear, and fluidic controls.

3.1.24 Cathodic Protection Systems

Information shall be provided on the following material and equipment: rectifiers, meters, anodes, anode backfill, anode lead wire, insulation material and wire size, automatic controls (if any), rheostats, switches, fuses and circuit breakers, type and size of rectifying elements, type of oil in oil-immersed rectifiers, and rating of shunts.

3.1.25 Generator Installations

Information shall be provided on the following equipment: generator sets, automatic transfer panels, governors, exciters, regulators starting systems, switchgear, and protective devices.

3.1.26 Miscellaneous Systems

Information shall be provided on the following: communication and ADP systems, security and intrusion alarm, elevators, material handling, active solar, photovoltaic, nurse call, paging, intercom, closed circuit TV, irrigation, sound and material delivery systems, kitchen, refrigeration, disposal, icemaking equipment, and other similar type special systems not otherwise specified.

3.1.27 Laboratory, Environmental and Pollution Control Systems

Information shall be provided on the following equipment: wet scrubbers, quench chambers, scrub tanks, liquid oil separators, and fume hoods.

3.2 PRICING OF CONTRACTOR-FURNISHED AND INSTALLED PROPERTY AND GOVERNMENT-FURNISHED CONTRACTOR-INSTALLED PROPERTY

The Contractor shall promptly furnish and shall cause any sub-contractor or supplier to furnish, in like manner, unit prices and descriptive data required by the Government for Property Record purposes of fixtures and equipment furnished and/or installed by the Contractor or sub-contractor, except prices do not need to be provided for Government-Furnished Property. This information shall be listed in the RMS CQC Module furnished by the Government. See example forms at the end of the Special Contractor Requirements.

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