

REQUEST FOR PROPOSALS (8A NEG.)

REPLACE BARRIER FENCE AREA M

Camp Parks, California

RFP NO. DACA05-00-R-0046

SPECIFICATION NO. 1179

DRAWING FILE NO. 159-25-441



**US Army Corps
of Engineers**
Sacramento District

Required Central Contractor Registration (CCR)

This solicitation incorporates DFARS Clause 252.204-7004, Required Central Contractor Registration. In accordance with this clause, you must be registered in the Department of Defense (DoD) CCR database in order to be eligible for contract award. If you intend to submit an offer for this procurement and are not already registered, you are urged to do so immediately via the Internet. The DOD CCR World Wide Web home page address is:

<http://www.ccr2000.com>. The Defense Logistics Services Center also has a CCR web site at <http://www.ccr.dlsc.dla.mil/> which includes an instructional guide.

A "Data Universal Numbering System" (DUNS) number is a mandatory data element for registering. If you do not have a DUNS number, contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call I-800-333-0505. More information about the DUNS number is available from Dun and Bradstreet's Internet home page at <http://www.dnb.com/>.

A "Commercial and Government Entity" (CAGE) code is another mandatory data element for being registered in the CCR. However, if registration forms from USA companies are submitted without the CAGE code, one will be assigned as part of the Central Contractor Registration process.

DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant through a method other than the Internet may take up to 30 days.

Your prompt attention to this matter is vital. Offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

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NOTE :

AS A MINIMUM ANY CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION SHALL CONSIST OF THE FOLLOWING DOCUMENTS :

STANDARD FORM 1442, SECTIONS 00010, 00700, 00800, TECHNICAL SPECIFICATIONS AND DRAWINGS, AND ATTACHMENTS AS DESCRIBED IN CONTRACT DOCUMENT.

SECTION 00600, AS COMPLETED BY AWARDEE, IS INCORPORATED INTO ANY RESULTANT CONTRACT BY REFERENCE.

SECTION 00100 IS INCLUDED FOR SOLICITATION PURPOSES ONLY. THIS SECTION WILL BE REMOVED, MAINTAINED IN THE CONTRACT FILE AND NOT MADE PART OF THE CONTRACT.

AMENDMENTS ARE INCORPORATED INTO THE RESULTANT CONTRACT.

**INFORMATION TO OFFERORS OR QUOTERS
SECTION A - COVER SHEET**

*Form Approved
OMB No. 9000-0002
Expires Sep 30, 2000*

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.

1. SOLICITATION NUMBER DACA05-00-R-0046	2. (X one) <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20px; text-align: center;"><input type="checkbox"/></td> <td>a. INVITATION FOR BID (IFB)</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>b. REQUEST FOR PROPOSAL (RFP)</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>c. REQUEST FOR QUOTATION (RFQ)</td> </tr> </table>	<input type="checkbox"/>	a. INVITATION FOR BID (IFB)	<input checked="" type="checkbox"/>	b. REQUEST FOR PROPOSAL (RFP)	<input type="checkbox"/>	c. REQUEST FOR QUOTATION (RFQ)	3. DATE/TIME RESPONSE DUE N/A
<input type="checkbox"/>	a. INVITATION FOR BID (IFB)							
<input checked="" type="checkbox"/>	b. REQUEST FOR PROPOSAL (RFP)							
<input type="checkbox"/>	c. REQUEST FOR QUOTATION (RFQ)							

INSTRUCTIONS

NOTE: The provision entitled "Required Central Contractor Registration" is applicable to most solicitations.

1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7.
2. Responses must set forth full, accurate, and complete information as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.
3. Responses must be plainly marked with the Solicitation Number and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.
4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submission, Modification and Withdrawal of Bid" or "Instructions to Offerors - Competitive Acquisitions".

4. ISSUING OFFICE <i>(Complete mailing address, including ZIP Code)</i> U.S. ARMY ENGINEER DISTRICT, SACRAMENTO ATTN: CONTRACTING DIV., PLAN ROOM 1325 JSTREET SACRAMENTO, CA 95814-2922	5. ITEMS TO BE PURCHASED <i>(Brief description)</i> SEE SF-1442, BLOCK 10. TYPE OF CONTRACT: SEE SECTION 00100, FAR CLAUSE 52.216-1.
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6. PROCUREMENT INFORMATION <i>(X and complete as applicable)</i>	
<input type="checkbox"/>	a. THIS PROCUREMENT IS UNRESTRICTED
<input type="checkbox"/>	b. THIS PROCUREMENT IS <u>100</u> % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE SIC CODE IS: _____
<input type="checkbox"/>	c. THIS PROCUREMENT IS <u>100</u> % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE SIC CODE IS: _____
<input checked="" type="checkbox"/>	d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.

7. ADDITIONAL INFORMATION
COMPLETE DETAILS FOR PROPER SUBMISSION OF BIDS/PROPOSALS ARE FOUND IN SECTIONS 00100, 00600, AND ATTACHMENTS. REMINDER: ACKNOWLEDGE ALL AMENDMENTS (FILL IN BACK PAGE OF SF-1442 OR RETURN SIGNED COPY OF SF-30). IF ANY OF THE AMENDMENTS FURNISHED AMENDED PAGES WHICH ARE PART OF THE BIDS/PROPOSALS, THE AMENDED PAGES MUST BE USED IN THE BIDS/PROPOSALS.

8. POINT OF CONTACT FOR INFORMATION			
a. NAME <i>(Last, First, Middle Initial)</i> SEE SECTION 00100		b. ADDRESS <i>(Include Zip Code)</i> SAME AS BLOCK 4 ABOVE	
c. TELEPHONE NUMBER <i>(Include Area Code and Extension)</i> SEE SECTION 00100	d. E-MAIL ADDRESS SEE SECTION 00100		

9. REASONS FOR NO RESPONSE <i>(X all that apply)</i>			
<input type="checkbox"/>	a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/>	d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/>	b. UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/>	e. OTHER <i>(Specify)</i>
<input type="checkbox"/>	c. CANNOT MEET DELIVERY REQUIREMENT		

10. MAILING LIST INFORMATION <i>(X one)</i>			
WE	<input type="checkbox"/>	DO	<input type="checkbox"/> DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.

11a. COMPANY NAME	b. ADDRESS <i>(Include Zip Code)</i>
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c. ACTION OFFICER			
(1) TYPED OR PRINTED NAME <i>(Last, First, Middle Initial)</i>	(2) TITLE		
(3) SIGNATURE	(4) DATE SIGNED <i>(YYYYMMDD)</i>		

FOLD

FOLD

FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER DACA05-00-R-0046	
DATE (YYYYMMDD)	LOCAL TIME

SECTION 00010

SOLICITATION, OFFER AND AWARD (STANDARD FORM 1442)
AND PRICING SCHEDULE

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. DACA05-00-R-0046	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 00 SEP 01	PAGE OF PAGES 1 4
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
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7. ISSUED BY DEPARTMENT OF THE ARMY U.S. ARMY ENGINEER DISTRICT, SACRAMENTO CORPS OF ENGINEERS 1325 J STREET SACRAMENTO, CALIFORNIA 95814-2922	CODE	8. ADDRESS OFFER TO DEPARTMENT OF THE ARMY U.S. ARMY ENGINEER DISTRICT, SACRAMENTO 1325 J STREET SACRAMENTO, CALIFORNIA 95814-2922 ATTN: CONTRACTING DIVISION, ROOM 878
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9. FOR INFORMATION CALL:	A. NAME See Section 00100	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) See Section 00100
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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):*

**REPLACE BARRIER FENCE AREA M
CAMP PARKS, CALIFORNIA**

Specification No. 1179

Description: CAMP PARKS HAS AN EXISTING BARRIER FENCE CONSISTING OF A CATTLE FENCE IN AREA M THAT IS OLD, DETERIORATING AND DOES NOT PERFORM IT'S FUNCTION ADEQUATELY. RECENTLY THERE HAS BEEN DEVELOPMENT AROUND CAMP PARKS WITH FUTURE POPULATION INCREASES. BECAUSE OF THIS CAMP PARKS NEEDS TO REPLACE THE FENCE IN AREA M WITH A NEW MODERNIZED FENCE TO CONTROL PEOPLE FROM COMING INTO THEIR PROPERTY. THIS PROJECT PROVIDES A NEW 11 GAUGE CHAIN-LINK FENCE ALONG APPROXIMATELY 2.5 MILES OF CAMP PARKS BOUNDARY IN AREA M.

Estimated Cost Range of Project: \$100,000 - 250,000

11. The Contractor shall begin performance within 10 calendar days and complete it within 90 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See 00800, FAR 52.211-10 .)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 0000 (hour) local time N/A (date). If this is a sealed bid solicitation, offers will 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, 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 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

CODE FACILITY CODE

15. TELEPHONE NO. (Include area code)

16. REMITTANCE ADDRESS (Include only if different than Item 14)

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 requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS 

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:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

28. NEGOTIATED AGREEMENT Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements 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 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)

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

BLOCK 20D:

(1) IF THE OFFEROR IS A JOINT VENTURE, EACH PARTICIPANT IN THE JOINT VENTURE MUST COMPLETE THE FOLLOWING:

_____ Company Name	_____ Signature	_____ Title
_____ Company Name	_____ Signature	_____ Title
_____ Company Name	_____ Signature	_____ Title

NOTE: If a corporation is participating as a member of a Joint Venture, the certificate below must also be completed and signed.

CORPORATION AUTHORIZATION TO PARTICIPATE IN JOINT VENTURE CERTIFICATE

I, _____, certify that I am the Secretary of the corporation
 (name)
 named as a participant in a Joint Venture on this offer; that
 _____, who signed said offer on behalf of the corporation, was
 (name)
 then _____ of said corporation; that the signature thereto is
 (title)
 genuine; that said contract was duly signed, sealed and attested for and in
 behalf of said corporation by authority of its governing body; and that the
 corporation is authorized to participate in the Joint Venture on this offer.

 (Name of Corporation)

 (Secretary)

(2) IF THE OFFEROR IS A PARTNERSHIP, LIST FULL NAME OF ALL PARTNERS BELOW. SIGNATURES BY ALL PARTNERS HERE SIGNIFY THAT THE INDIVIDUAL WHO SIGNED THE OFFER IN BLOCK 20B HAS THE AUTHORITY TO BIND THE PARTNERSHIP.

_____ Name	_____ Signature
_____ Name	_____ Signature
_____ Name	_____ Signature

(3) IF THE OFFEROR IS A CORPORATION, THE OFFER SHALL BE SIGNED IN THE CORPORATE NAME FOLLOWED BY THE WORD "BY" AND THE SIGNATURE OF THE PERSON AUTHORIZED TO SIGN THE OFFER IN BLOCK 20B. PROVIDE PROOF THAT THE PERSON SIGNING FOR THE CORPORATION HAS THE AUTHORITY TO BIND THE CORPORATION BY COMPLETING THE FOLLOWING CERTIFICATE:

CORPORATION AUTHORIZATION CERTIFICATE

I, _____, certify that I am the Secretary of the
 (name)
 corporation named as offeror in the within offer; that _____,
 (name)
 who signed said offer on behalf of the corporation, was then
 _____ of said corporation, that the signature
 (title)
 thereto is genuine; that said contract was duly signed, sealed and attested
 for in behalf of said corporation by authority of its governing body.

 (Name of Corporation)

 (Secretary)

(4) IF THE OFFEROR IS AN INDIVIDUAL DOING BUSINESS AS A FIRM, THE OFFER SHALL
 BE SIGNED BY THAT INDIVIDUAL IN BLOCK 20B FOLLOWED BY THE WORDS "AN INDIVIDUAL
 DOING BUSINESS AS _____ (INSERT NAME OF FIRM).

(5) WHEN AN AGENT SIGNS THE OFFER, PROVIDE PROOF OF THE AGENT'S AUTHORITY TO
 BIND THE PRINCIPAL.

PRICING SCHEDULE

CONTRACTOR SHALL FURNISH ALL PLANT, LABOR, MATERIAL, EQUIPMENT, ETC. NECESSARY TO PERFORM ALL WORK IN STRICT ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THE CONTRACT TO INCLUDE ALL ATTACHMENTS THERETO.

ITEM	NO.	DESCRIPTION	AMOUNT
0001	REPLACE BARRIER FENCE AREA M		\$ _____

NOTE: Bidders/offerors shall insert either figures or words, but not both.

SECTION 00100

INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS/OFFERORS
AND EVALUATION CRITERIA FOR AWARD

SECTION 00100

INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS/OFFERORS
AND EVALUATION CRITERIA FOR AWARDINDEX**INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS/OFFERORS:**

1. SAACONS 52.0214-4581 INQUIRIES (APR 1992)
2. FAR 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995), ALTERNATE I (FEB 1995)
3. FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)
4. SAACONS 52.0209-4501 CONTRACTOR RESPONSIBILITY, PREAWARD SURVEY (JUL 1995)
5. FAR 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)
6. FAR 52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (AUG 1998)
7. FAR 52.211-6 BRAND NAME OR EQUAL (AUG 1999)
8. FAR 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)
9. DFARS 252.211-7002 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS (DEC 1991)
10. SAACONS 52.0211-4805 AVAILABILITY OF CORPS OF ENGINEERS PUBLICATIONS (AUG 1998)
11. SAACONS 52.0214-4583 TELEGRAPHIC BIDS/OFFERS (APR 1992)
12. SAACONS 52.0214-4584 FACSIMILE BIDS/OFFERS (APR 1992)
13. FAR 52.215-16 FACILITIES CAPITAL COST OF MONEY (OCT 1997)
14. FAR 52.216-1 TYPE OF CONTRACT (APR 1984)
15. FAR 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)
16. FAR 52.225-10 NOTICE OF BUY AMERICAN ACT/BALANCE OF PAYMENTS PROGRAM REQUIREMENT-- CONSTRUCTION (FEB 2000) ALTERNATE I (FEB 2000)

17. FAR 52.233-2 SERVICE OF PROTEST (AUG 1996)
18. FAR 52.236-28 PREPARATION OF PROPOSALS -- CONSTRUCTION (OCT 1997)
19. SAACONS 52.0236-4507 ACCEPTANCE OF OFFERS (AUG 1991)
20. FAR 52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)
21. FAR 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS/OFFERORS
AND EVALUATION CRITERIA FOR AWARD

INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS/OFFERORS:

1. SAACONS 52.0214-4581 INQUIRIES (APR 1992)

Prospective bidders/offerors should submit inquiries related to this solicitation by writing or calling the following (collect calls will not be accepted):

(1) For information related to amendments and information on bid opening dates or dates set for receipt of proposals:

Plan Room Fax (916) 557-7842

(2) For inquiries of a contractual nature (solicitation requirements, interpretation of contractual language) call:

Mr. James Garror, Contract Specialist (916) 557-5229
or fax to (916) 557-7854.

As this is a negotiated acquisition, there is no public bid opening and no information will be given out as to the number of offerors or the results of the competition until award is made. At award the Government will give out the name of the awardee and the amount of the award only.

(3) All technical questions on the specifications or drawings will be submitted in writing or faxed to:

Department of the Army
U.S. Army Engineer District, Sacramento
Corps of Engineers
ATTN: Contracting Division
1325 J Street
Sacramento CA 95814-2922
FAX: (916) 557-7854

(4) Please include the solicitation number, project title and location of project with your questions. Written inquiries must be received by this office not later than 14 calendar days prior to bid opening date/date set for receipt of offers.

(5) For prospective bidders/offerors with electronic mail capabilities, questions of a contractual or technical nature can be sent to **jgarror@spk.usace.army.mil**, AND **mshupp@spk.usace.army.mil** . Please include the full name of your company, as well as telephone and fax numbers, in your correspondence.

(6) Oral explanations or instructions are not binding. Any information given to a bidder/offeror which impacts the bid/offer will be given in the form of a written amendment to the solicitation.

2. FAR 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995), ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:
Name: Mr. Fred Martin
Telephone: 1 (209) 839-4536

3. FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number 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 Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

4. SAACONS 52.0209-4501 CONTRACTOR RESPONSIBILITY, PREAWARD SURVEY (JUL 1995)

In order to determine a contractor's responsibility for purposes of

contract award in accordance with FAR Part 9, the contractor is required to provide a statement regarding previous experience and past performance in performing comparable work, information related to the business organization, financial resources, and/or plant to be used in performing the work (see Attachments, Preaward Survey). All offerors will complete and return the Preaward Survey as part of the Price/Cost proposal. In order to be determined to be responsible a prospective contractor must:

a. Have adequate financial resources to perform the contract or the ability to obtain them.

b. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

c. Have a satisfactory performance record. In making the determination of responsibility, the Government Contracting Officer shall consider relevant past performance information. A prospective contractor shall not be determined responsible or nonresponsible solely on the basis of a lack of relevant performance history except when there are special standards set forth in the solicitation which applies to all bidders that must be met in order to receive the award. These special standards may be necessary when unusual expertise or specialized facilities are necessary in the performance of the contract; therefore, in order to be determined to be responsible for that particular contract, the offeror must be able to meet those special standards. A prospective contractor that is or recently has been seriously deficient in contract performance shall be presumed to be nonresponsible unless the Contracting Officer determines that the circumstances were beyond the contractor's control or that the contractor has taken appropriate corrective action. Other responsibility considerations by the Contracting Officer will include past efforts by the contractor to apply sufficient tenacity and perseverance to perform acceptably, to meet quality requirements of contracts, and the contractor's past compliance with subcontracting plans (if required) under recent contracts.

d. Have a satisfactory record of integrity and business ethics.

e. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors).

f. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them.

g. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

If the contractor or subcontractor does not already have sufficient resources demonstrated in the completed Preaward Survey, acceptable evidence of "the ability to obtain" the required, adequate resources (all of the resources discussed in subparagraphs a, e, and f above) normally consists of a commitment or explicit arrangement that will be in existence at the time of contract award to rent, purchase or otherwise acquire the needed facilities,

equipment, other resources, or personnel.

The Preaward Survey as a tool used by the Government in determining responsibility of the offeror is submitted as part of the Price/Cost proposal and is separate from the technical proposal's response to the technical evaluation criteria found later in this Section. Some of the information required from the offeror for completion of the Preaward Survey and the technical proposal may be duplicative but it is necessary that the information be provided in full in both places and that the Price/Cost proposal and the Technical proposal be separate documents. DO NOT state, for example, in the technical proposal, "See Price/Cost proposal for past performance information".

5. FAR 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--

General Services Administration
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.

6. FAR 52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (AUG 1998)

(a) Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained for a fee by submitting a request to the--

Department of Defense Single Stock Point (DoDSSP)

Building 4, Section D
 700 Robbins Avenue
 Philadelphia, PA 19111-5094
 Telephone (215) 697-2667/2179
 Facsimile (215) 697-1462.

(b) Order forms, pricing information, and customer support information may be obtained--

- (1) By telephone at (215) 697-2667/2179; or
- (2) Through the DoDSSP Internet site at <http://www.dodssp.daps.mil>.

7. FAR 52.211-6 BRAND NAME OR EQUAL (AUG 1999)

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including Aequal@ products of the brand name manufacturer, must--

- (1) Meet the salient physical, functional, or performance characteristics specified in this solicitation;
- (2) Clearly identify the item by--
 - (i) Brand name, if any; and
 - (ii) Make or model number;
- (3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and
- (4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or securing any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

8. FAR 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be () DX rated order; (X) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR Part 700), and the Contractor will be required to follow all of the requirements of this regulation.

9. DFARS 252.211-7002 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS,

STANDARDS, PLANS, DRAWINGS, DATA ITEM
DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS
(DEC 1991)

The specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation are not available for distribution but may be examined at the following location:

US Army Engineer District, Sacramento
Plan Room
1325 J Street
Sacramento CA 95814-2922

10. SAACONS 52.0211-4805 AVAILABILITY OF CORPS OF ENGINEERS PUBLICATIONS
(AUG 1998)

a. Corps of Engineers publications are available for inspection at the following location:

U.S. Army Corps of Engineers, Sacramento District
1325 J Street
Engineering Division, District Library, 8th Floor
Sacramento, CA 95814-2922
Telephone Number (916) 557-6657

b. Construction Criteria Base (CCB). The Construction Criteria Base (CCB) system available through the National Institute of Building Sciences includes copies of Corps of Engineers methods and specifications. Documents that are available from this or other such sources will no longer be available directly from the Corps and should be obtained from those sources. Information about the CCB and ordering instructions can be obtained from:

National Institute of Building Sciences
1090 Vermont Ave., NW, Suite 700
Washington, D.C. 20005
Phone: 202/289-7800 (ask for CCB Information)

c. The Corps of Engineers manual, EM 385-1-1, Safety and Health Requirements Manual, is available on the Internet at the following location:
<http://www.usace.army.mil/inet/usace-docs/eng-manuals/em385-1-1/>.

11. SAACONS 52.0214-4583 TELEGRAPHIC BIDS/OFFERS (APR 1992)

TELEGRAPHIC BIDS/OFFERS ARE NOT ACCEPTABLE.

However, bids/offers may be modified or withdrawn by written or telegraphic notice. Any telegram to modify or withdraw a bid/offer sent to this office must be received in the office designated in the Invitation for Bids/Request for Proposal (IFB/RFP) for receipt of bids/offers not later than the exact

date and time set for bid opening/receipt of proposals. A telegraphic modification or withdrawal of a bid/offer received in such office by telephone from the receiving telegraph office not later than the exact date and time set for bid opening/receipt of proposals shall be considered. However, the telephone message shall be confirmed by the telegraph company by sending a copy of the written telegram that formed the basis for the telephone call. The written telegram shall be sealed in an envelope by a proper official and sent to the office designated in the IFB/RFP for receipt of bids/offers. The official shall write on the envelope (1) the date and time of receipt and by whom, and (2) the number of the IFB/RFP, and shall sign the envelope. The bidder/offeror is responsible to inform the telegraph company of these requirements. No one from this office will be dispatched to the local telegraph office to pick up any telegram for any reason.

12. SAACONS 52.0214-4584 FACSIMILE BIDS/OFFERS (APR 1992)

Facsimile bids/offers, modifications thereto, or cancellations of bids/offers will not be accepted.

13. FAR 52.215-16 FACILITIES CAPITAL COST OF MONEY (OCT 1997)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

14. FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm, fixed-price contract resulting from this solicitation.

15. FAR 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 | Goals for female participation
 for each trade | for each trade

28.9%| 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 Alameda, Contra Costa, Marin, San Francisco and San Mateo counties, California.

16. FAR 52.225-10

NOTICE OF BUY AMERICAN ACT/BALANCE OF PAYMENTS
PROGRAM REQUIREMENT-- CONSTRUCTION (FEB 2000)
ALTERNATE I (FEB 2000)

(a) Definitions. "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--Balance of Payments Program--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program shall submit the request with its offer, including

the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act or Balance of Payments Program, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(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 not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic 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 the clause at FAR 52.225-9 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 the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic 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.

17. FAR 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:

Contracting Officer
ATTN: Contracting Division
1325 J Street
Sacramento, California 95814

(b) The copy of any protest shall be received in the office designated

above within one day of filing a protest with the GAO.

18. FAR 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.

19. SAACONS 52.0236-4507 ACCEPTANCE OF OFFERS (AUG 1991)

A written award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party.

20. FAR 52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows: N/A

21. FAR 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

END OF SECTION

SECTION 00600

REPRESENTATIONS, CERTIFICATIONS
AND OTHER STATEMENTS OF BIDDERS/OFFERORS

SECTION 00600

REPRESENTATIONS, CERTIFICATIONS
AND OTHER STATEMENTS OF BIDDERS/OFFERORSINDEX

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SECTION 00600

REPRESENTATIONS, CERTIFICATIONS
AND OTHER STATEMENTS OF BIDDERS/OFFERORS

1. SAACONS 52.0201.4801 SUBMITTAL INFORMATION (NOV 1993)

Solicitation Number: _____

Offeror's Name, Address, Telephone Number, and Fax Number:

Name of Person to Contact Telephone Number

Fax Number

Commercial & Government Entity (CAGE) Code, if known:

DUNS Number, if known:

2. FAR 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 or 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 being 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) above; 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) above

(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) above.

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

3. FAR 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 or who fails to file or amend the disclosure form to be filed or

amended by 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.

4. FAR 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 _____

5. FAR 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS
(MAY 1999)

(a) *Definition.* A *women-owned business concern*, as used in this provision, means a concern 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, *Small Business Program Representations*, of this solicitation.] The offeror represents that it [] is a women-owned business concern.

6. FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY
MATTERS (MAR 1996)

(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, 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 subdivision (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.

7. DFARS 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE
GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Definitions.

As used in this provision-

(1) "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 acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, 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 indebtedness 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.

The Offeror shall disclose any significant interest the government of each of the following countries has in the Offeror or a subsidiary of the Offeror. 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.

8. DFARS 252.209-7003 COMPLIANCE WITH VETERANS= EMPLOYMENT REPORTING REQUIREMENTS (MAR 1998)

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

9. FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 1799 - Special Trade Contractors, Not Elsewhere Classified.

(2) The small business size standard is \$27,500,000. (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)(Alternate I, Nov 1999)[*Complete only if 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)(4)(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.

(5)(Alternate II, Nov 1999) [*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.*

ASmall business concern,@ as used in this provision, 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.

AWomen-owned small business concern,@ as used in this provision, means a small business concern**C**

(1) Which 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; and

(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, 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**C**

(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.

10. FAR 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 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.

11. FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert None)	Identification No.
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful Offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful Offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful Offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause or the certification submitted under paragraph (c) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any

other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or data acquired from other sources.

12. FAR 52.223-4 RECOVERED MATERIAL CERTIFICATION (OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C.6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

13. FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)

(a) Executive Order 12856 of August 3, 1993, 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).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

14. DFARS 252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq.). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

Material (if none, insert "none.")		Act
------------------------------------	--	-----

_____	_____
_____	_____
_____	_____

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

21. DFARS 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation.

The Offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

END OF SECTION

SECTION 00700
CONSTRUCTION CONTRACT CLAUSES

SECTION 00700

CONTRACT CLAUSES

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/References/References.html>

CONTRACT CLAUSES BY REFERENCE:

1. DFARS 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)
2. FAR 52.202-1 I DEFINITIONS (OCT 1995)--ALTERNATE I (APR 1984)
3. FAR 52.203-3 GRATUITIES (APR 1984)
4. FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)
5. FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
6. FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)
7. FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
8. FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
(APPLICABLE OVER \$100,000)
9. DFARS 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)
10. DFARS 252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)
(APPLICABLE OVER \$5 MILLION)
11. FAR 52.204-2 II SECURITY REQUIREMENTS (AUG 1996)--ALTERNATE II (APR 1984)
(APPLICABLE IF CONTRACTOR HAS ACCESS TO CLASSIFIED INFORMATION)
12. DFARS 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)
(APPLICABLE IF CONTRACTOR HAS ACCESS TO INFORMATION INAPPROPRIATE FOR RELEASE)

13. DFARS 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
(APPLICABLE OVER \$500,000)
14. FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (JUL 1995)
15. DFARS 252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)
16. DFARS 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)
17. FAR 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)
18. FAR 52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)
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19. FAR 52.214-26 AUDIT AND RECORDS--SEALED BIDDING (OCT 1997)
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20. FAR 52.214-27 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS-SEALED BIDDING (OCT 1997)
(APPLICABLE IF SEALED BIDDING (IFB) - SEE BLOCK 2, SF1442 - AND OVER \$500,000)
21. FAR 52.214-28 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS--SEALED BIDDING (OCT 1997)
(APPLICABLE IF SEALED BIDDING (IFB) - SEE BLOCK 2, SF1442 - AND OVER \$500,000)
22. FAR 52.214-29 ORDER OR PRECEDENCE--SEALED BIDDING (JAN 1986)
(APPLICABLE IF SEALED BIDDING (IFB) - SEE BLOCK 2, SF1442)
23. FAR 52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)
(APPLICABLE IF CONTRACTING BY NEGOTIATIONS (RFP))
24. FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
(APPLICABLE IF CONTRACTING BY NEGOTIATIONS (RFP) AND COST OR PRICING DATA IS REQUIRED)
25. FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -- MODIFICATIONS (OCT 1997)

(APPLICABLE IF CONTRACTING BY NEGOTIATIONS (RFP)
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PRICING OF MODIFICATIONS)

26. FAR 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
(APPLICABLE IF FAR 52.215-10 (SECTION 00700)
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27. FAR 52.215-13 SUBCONTRACTOR COST OR PRICING DATA -
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APPLIES)
28. FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS
(DEC 1998)
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REQUIRED AND FOR WHICH ANY PREAWARD OR POSTAWARD
COST DETERMINATIONS WILL BE SUBJECT TO FAR PART
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29. FAR 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY
(OCT 1997)
(APPLICABLE ANY TIME THE COST PRINCIPLES OF FAR
31.2 APPLY - MODIFICATIONS - AND ORIGINAL
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30. FAR 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR
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31. DFARS 252.215-7000 PRICING ADJUSTMENTS (DEC 1991)
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32. DFARS 252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (OCT 1998)
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33. FAR 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL
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34. FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT
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35. FAR 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN
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36. DFARS 252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR 1996)
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38. FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION (JUL 1995)
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50. FAR 52.222-26 EQUAL OPPORTUNITY (FEB 1999)
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55. FAR 52.223-6 DRUG-FREE WORKPLACE (JAN 1997)

56. DFARS 252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES
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57. DFARS 252.223-7003 CHANGE IN PLACE OF PERFORMANCE--AMMUNITION AND
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68. DFARS 252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)
69. DFARS 252.227-7034 PATENTS--SUBCONTRACTS (APR 1984)
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73. FAR 52.228-11 PLEDGES OF ASSETS (FEB 1992)

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75. FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

76. FAR 52.229-5 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)

77. DFARS 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

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79. FAR 52.232-17 INTEREST (JUN 1996)

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105. FAR 52.244-1 SUBCONTRACTS (FIXED-PRICE CONTRACTS) (OCT 1997)
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111. FAR 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
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SPECIAL CONTRACT REQUIREMENTS

SECTION 00800

SPECIAL CONTRACT REQUIREMENTS

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30. FAR 52.244-2 SUBCONTRACTS (AUG 1998)
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33. EFARS 52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS (DEC 1995)
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35. AS-BUILT DRAWINGS (PROGRESS PAYMENT) (OCT 1998)

SECTION 00800

SPECIAL CONTRACT REQUIREMENTS

1. FAR 52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER
(JUN 1996)

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

(b) The 20% standard applies to high-speed copies paper, offset paper, forms bond, computer printout paper, and carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative to meeting the 20% postconsumer material standard is 50% recovered material content of certain industrial by-products.

2. DFARS 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT
(APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the Contractor.

3. DFARS 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR
1998)

(a) *Definitions.*

As used in this clause--

(1) *Central Contractor Registration (CCR) data base* means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) *Data Universal Numbering System (DUNS) number* means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) *Data Universal Numbering System +4 (DUNS+4) number* means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern.

(4) *Registered in the CCR database* means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract

resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, 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 confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com>

4. FAR 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1994)

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 90 calendar days after receipt of notice to proceed. The time stated for completion shall include final cleanup of the premises.

5. FAR 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (APR 1984)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of \$635 for each day of delay.

(b) If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

(c) If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

6. FAR 52.211-13 TIME EXTENSIONS (APR 1984)

Notwithstanding any other provisions of this contract, it is mutually understood that the time extensions for changes in the work 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 so delayed and that the remaining contract completion dates for all other portions of the work will not be altered and may further provide for an equitable readjustment of liquidated damages under the new completion schedule.

7. SAACONS 52.0211.4853 WORK DAYS AND HOURS (APR 1992)

The normal work days and hours for this project will be Monday through Friday, excluding federal holidays, from 6:00 a.m. to 6:00 p.m. Access to the work site may be restricted to these hours and days. Work during other than normal hours and days must be coordinated in advance with the Administrative Contracting Officer.

8. SAACONS 52.0215-4101 ALTERNATE STRUCTURED APPROACH TO WEIGHTED GUIDELINE METHOD FOR CONSTRUCTION CONTRACTS (EFARS 15.973-100) (MAY 1995)

The following alternate structured approach shall be used for all fixed-price construction contract actions.

<u>Factor</u>	<u>Rate</u>	<u>Weight</u>	<u>Value</u>
Degree of risk	20		
Relative difficulty of work	15		
Size of job	15		
Period of performance	15		
Contractor's investment	5		
Assistance by Government	5		
Subcontracting	25		
Total	100%		

Based on the circumstances of the procurement action, each of the above factors shall be weighted from .03 to .12 as indicated below. "Value" shall be obtained by multiplying the rate by the weight. The Value column when totaled indicates the fair and reasonable profit percentage under the circumstances of the particular procurement. The profit percentage should be multiplied by the total contract costs, including general and administrative costs.

(1) Degree of risk. Where the work involves no risk or the degree of risk is very small, the weighting should be .03; as the degree of risk increases, the weighting should be increased up to a maximum of .12. Lump sum items shall generally have a higher weight than unit price items; other things to consider include the nature of the work and where it is to be performed. Consider the portion of the work to be done by subcontractors, amount and type of labor included in costs, whether the negotiation is before or after performance of the work, etc. Modifications settled before the fact have much greater risk than those settled after the fact. A weight of .03 is appropriate for after the fact equitable adjustments and/or settlements.

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Memorandum of Understanding dated May 6, 1998, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA is not a party to this contract. SBA does retain responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

[To be completed by the Contracting Officer at the time of award]

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

11. SAACONS 52.0219-4509 SUBCONTRACTING WITH SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESSES (OCT 1999)

Contractors are cautioned that failure of any Contractor to comply in good faith with the contract clauses pertaining to (1) Utilization of Small Business Concerns or (2) Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plans, when applicable, will be a material breach of contract. In order to assist contractors in developing a source list of small, small disadvantaged and/or women-owned small business concerns you are encouraged to contact your minority contractor associates, the local Minority Business Development Agency and the appropriate General Business Service Centers in your Standard Metropolitan Statistical Area. Contractors may obtain addresses of these sources from:

Write: US Army Engineer District, Sacramento
ATTN: Contracting Division, Deputy for Small Business

1325 J Street, 8th Floor
 Sacramento, California 95814-2922

Or Contact: Ms. Michelle Stratton
 Deputy for Small Business
 Telephone: (916) 557-7641

12. SAACONS 52.0219-4811 SMALL BUSINESS ADMINISTRATION REQUIREMENT
 (JUL 1993) (APPLICABLE IF 8(a) SET-ASIDE)

A copy of the acceptance document and a copy of the final payment document will be provided to the Small Business Administration (SBA).

13. DFARS 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) Provisions 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, the 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 employee 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" (53FR 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 time 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 programs shall not apply to the extent they are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees that those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

14. DFARS 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.

15. SAACONS 52.0223-4803 HAZARDOUS MATERIALS DELIVERED UNDER THIS
CONTRACT (MAY 1993)

(a) If any hazardous materials will be delivered under this contract (see Section 00600, FAR 52.223-3, and DFARS 252.223-7001), the Material Safety Data Sheets (MSDS) for locally purchased, nonstandard stock hazardous material will be submitted to the Corps of Engineers Contracting Officer or Contracting Officer's Representative. For all other materials, the MSDS will also be submitted to U.S. Army Environmental Hygiene Agency, ATTN: HSE-OI, Aberdeen Proving Grounds MD 21010.

(b) Hazardous material is defined in Federal Standard No. 313, sold by the General Services Administration Specifications Unit (3FBP-W), 7th & D Streets, SW, Washington DC 20407.

16. FAR 52.225-9 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM -
- CONSTRUCTION MATERIALS (FEB 2000)

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

"Component" means any article, material, or supply incorporated directly into construction materials.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a 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 end product (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 end product.

"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.

"United States" means the 50 States and the District of Columbia, U.S.

territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Domestic preference.

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:

None

[Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) 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 requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program 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 or Balance of Payments Program.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) 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.

(4) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program 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)(3)(i) of this clause.

(5) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(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) *
Item 1			
Foreign construction Material	_____	_____	_____
Domestic construction Material	_____	_____	_____
Item 2			
Foreign construction Material	_____	_____	_____
Domestic construction Material	_____	_____	_____

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

17. DFARS 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

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

"Foreign Person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. APP. SEC 2415).

"United States Person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(B) Certification.

By submitting this offer, the offeror, if a foreign person, company or entity, certifies 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. SEC 2407(A) prohibits a United States person from taking.

18. FAR 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION
(JAN 1997)

(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.

(b) Before commencing work under this contract, the Contractor shall certify to 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.

19. SAACONS 52.0228-4502 MINIMUM INSURANCE REQUIRED (MAY 1993)

The contract clause, FAR 52.228-5, applies to this contract even if the work or any portion of the work is not performed on a Government installation.

In accordance with FAR 52.228-5 and FAR 28.307-2, the contractor shall procure and thereafter maintain during the entire period of this performance under this contract the following minimum insurance.

TYPE	AMOUNT
Worker's Compensation and	Comply with Federal and State
MARCH 2000	00800-11

Employer's Liability	worker's comp and occupational disease statutes. Employer's liability of at least \$100,000
General Liability (Comprehensive)	Bodily injury liability of at least \$500,000 per occurrence.
Automobile Liability (Comprehensive):	
Bodily Injury	At least \$200,000 per person and \$500,000 per occurrence.
&	
Property Damage	At least \$20,000 per occurrence.
Longshoremen's and Harbor Worker's Compensation (When applicable by location of contract performance)	Coverage complying with applicable Federal statute (33 USC 901 et seq).

20. EFARS 52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE
SCHEDULE (MAR 1995)--EFARS

(a) This statement shall become operative only for negotiated contracts where cost or pricing data is requested, and for modifications to sealed bid or negotiated contracts where cost or pricing data is requested. 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 VII. 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, the 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.

NOTE 1: EP 1110-1-8 is available on the Internet at the following location:
<http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/ep.htm>.

NOTE 2: Standard Form 1411 is no longer a current form. The Contracting Officer may require submission of cost or pricing data in the format indicated in Table 15-2 of FAR 15.408, specify an alternative format, or permit submission in the contractor's format. Information other than cost or pricing data may be submitted in the contractor's own format unless the use of a specific format is prescribed elsewhere in this contract.

21. FAR 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS
 (JUN 1997)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered 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 section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (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 shall be 25 days after receipt of the payment request by the designated billing office. 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 shall be the 25th day after the date of the Contractor's payment request, provided a proper payment request is received 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, shall be as specified in the contract or, if not specified, 30 days after approval for release to the Contractor by the Contracting Officer.

(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 shall be either the 30th day after receipt by the designated billing office of a proper invoice from the Contractor, or the 30th day after Government acceptance of the work or services completed by the Contractor, whichever is later. 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 shall be the 30th day after the date of the Contractor's invoice, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) On a final invoice where the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(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 subdivisions (a)(2)(i) through (a)(2)(ix) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice, with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(4) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to 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., prompt payment discount 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 be notified in the event of a defective invoice.

(viii) For payments described in subdivision (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) Any other information or documentation required by the contract.

(x) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(3) *Interest penalty.* An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (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 when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed 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 interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the *Federal Register* semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(2) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in subdivision (a)(1)(ii) of this clause, Government acceptance or approval shall be deemed to have occurred constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. In the event that actual acceptance or approval occurs within the constructive acceptance or approval period, the determination of an interest penalty shall be based 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 following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days.

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays 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. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(5) *Prompt payment discounts.* An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(6) *Additional interest penalty.* (i) A penalty amount, calculated in accordance with subdivision (a)(6)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors 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) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(4)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(6)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) 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 payments*--(1) *Due dates for recurring financing payments.* If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) *Due dates for other contract financing.* For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) *Interest penalty not applicable.* Contract financing payments shall not be assessed an interest penalty for payment delays.

(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 include a payment clause and an interest penalty clause conforming to the standards set forth in subparagraphs (c)(1) and (c)(2) of this clause in each of its subcontracts, and to 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) A copy of any notice issued by a Contractor pursuant to subdivision (d)(3)(i) of this clause has been furnished to the Contracting Officer.

(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 subparagraph (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 subparagraph (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 subdivision (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 subparagraph (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 subdivision (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 subparagraph (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 subdivision (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 subdivision (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 Disputes Act 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.* A written notice of any withholding shall be issued to a subcontractor (with a copy to the Contracting Officer of any such notice issued by the Contractor), 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 United States is a party. The United States 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 United States for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

22. FAR 52.232-34

PAYMENT BY ELECTRONIC FUNDS TRANSFER OTHER THAN
CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(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 **A**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 **C**

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) *Mandatory submission of Contractor's EFT information.* (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: **A**designated office@) by no later than 15 days prior to submission of the first request for payment. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(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.* (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, 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.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(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) 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 provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. 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 provided 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 in the contract.

(j) *EFT information.* The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

23. SAACONS 52.0232-4501 INVOICES (AUG 1991)

The Government shall pay the Contractor upon submission of proper invoices for supplies delivered and accepted or services rendered and accepted for the portion of work actually performed under this contract. Invoices will be submitted in quadruplicate to the address in Block 26, SF1442, which will be completed at time of award. Invoices shall be submitted on ENG Form 93 which will be provided to the Contractor by the Government

24. FAR 52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by the Government.

(b) Weather conditions: The Contractor shall satisfy himself/herself as to the hazards likely to arise from weather conditions. Complete weather records and reports may be obtained from any U.S. Weather Bureau Office.

(c) Transportation Facilities: The Contractor shall make his/her own investigation of the conditions of existing public and private roads and of clearances, restrictions, bridge load limits and other limitations affecting transportation and ingress and egress at the job site. The unavailability of transportation facilities or limitations thereon shall not become a basis for claims against the Government or extension of time for completion of the work.

25. DFARS 252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (DEC 1991)

(a) The Government--

(1) Will provide the Contractor, without charge, one set of large-scale contract drawings and specifications except publications incorporated into the technical provisions by reference;

(2) Will furnish additional sets on request, for the cost of reproduction; and

(3) May, at its option, furnish the Contractor one set of reproducible, half-size drawings or ARCHIVE C-D, in lieu of the drawings in paragraph (a)(1) of this clause.

(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; and

(4) Be responsible for any errors which might have been avoided by complying with this paragraph (b).

(c) Large scale drawings shall, in general, govern small scale drawings. Figures marked on drawings shall, in general, be followed in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of

the work, but shall be performed 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 following index of drawings:

Drawing File No.

Sheet No.	<u>Description</u>	Rev. No.
G-1	REPLACE BARRIER FENCE AREA M	
C-1	OVERALL SITE PLAN AND LOCATION	
C-2	SITE PLAN	
C-3	TYPICAL FENCE DETAILS	

STANDARD DRAWINGS

(Attached to SPECIFICATION SECTION: TEMPORARY CONSTRUCTION FACILITIES)

Project Sign	150-25-1186
Sign Details	150-25-1232
Safety Sign	80-25-707
Hard Hat Sign	80-25-774

26. SAACONS 52.0236-4581 AVAILABILITY OF UTILITIES SERVICES (APR 1992)

All reasonably required amounts of water, electricity, and other utilities essential to contract performance will be made available to the contractor at no cost to the contractor from existing systems, outlets and supplies. All temporary connections, outlets and distribution lines, as may be required, shall be installed, maintained and removed by the Contractor at Contractor's expense; removal shall be before final acceptance of the work by the Government. The Contractor shall carefully conserve any utilities furnished without charge.

27. SAACONS 52.0236-4801 SALVAGE AND SCRAP GOVERNMENT PROPERTY (OCT 1993)

(a) "Government property" means all property owned by or leased to the Government or acquired by the Government under the terms of the contract. It includes both Government-furnished property and contractor-acquired property.

(b) "Salvage" means Government property in possession of a contractor, including subcontractors, that, because of its worn, damaged, deteriorated, or incomplete condition or specialized nature, has no reasonable prospect of sale or use as serviceable property without major repairs, but has some value in excess of its scrap value.

(c) "Scrap" means Government personal property that has no value except for its basic material content.

(d) In accordance with FAR 45.505-8 the Contractor shall maintain records of all scrap and salvage generated from this contract. The Contractor's records shall contain the following information:

- (1) Contract Number
- (2) Description of salvageable items or classification (material content) of scrap
- (3) Quantity on hand

(e) The Contractor shall provide final accounting and disposition recommendations of all Government property not consumed in performing this contract or delivered to the Government including salvage and scrap. The Government will review the Contractor's records and shall cause correction if the Government disagrees with the classification of items as salvage or scrap.

The Contractor shall dispose of the items as directed by the Contracting Officer. Items designated as scrap (agreed to by the Contracting Officer) shall be retained by the Contractor; its disposition shall be the responsibility of the Contractor. See Specification Section 01505, paragraph entitled "Scrap Material". Items designated as salvageable items (agreed to by the Contracting Officer) shall be turned over to the Government.

28. SAACONS 52.0239-4001 YEAR 2000 COMPLIANCE (Y2K) - CONSTRUCTION
CONTRACTS (JUL 1998)

(a) In accordance with FAR 39.106, the Contractor shall ensure that with respect to any design, construction, goods, or services under this contract as well as any subsequent task/delivery orders issued under this contract (if applicable), all information technology contained therein shall be Year 2000 compliant. Specifically the Contractor shall:

(1) Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishings under this contract and each task/delivery order which may be affected by the Year 2000 compliance requirement.

(2) Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to Government acceptance.

(3) For any architect-engineering or design work included in this contract, the contractor shall insure that the hardware, firmware, software, and information technology systems separately or in combination with each other or other elements specified in the documents developed under this contract shall be year 2000 compliant in accordance with FAR 39.106.

29. FAR 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 14 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the

Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 14 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

30. FAR 52.244-2

SUBCONTRACTS (AUG 1998)

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

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the

simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: None.

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: None.

31. FAR 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) below.

(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.

32. DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)

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

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense (DoD)" means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime Contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	Item Description	Contract Line Items	Quantity
Total....			

(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation.

33. EFARS 52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS (DEC 1995)

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 termination 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.

34. FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Defense FAR Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

35. AS-BUILT DRAWINGS (PROGRESS PAYMENT) (OCT 1998)

One-half of one percent of construction award money shall be withheld until the final as-built drawings and CADD files are accepted by the Government.

END OF SECTION

ATTACHMENTS

ATTACHMENTS

1. GENERAL WAGE DECISION
2. SUBMISSION OF EFT INFORMATION TO THE PAYMENT OFFICE

The Payment Office for this contract will be the USACE Finance Center (UFC) in Millington, Tennessee. Payments under this contract will be made by Electronic Funds Transfer (EFT).

The Direct Deposit Authorization Form (UFC-DISB-4) necessary for the UFC to make an Electronic Funds Transfer to your account and instructions for completing this form are attached. In accordance with FAR 52.232-34, Payment by Electronic Funds Transfer^BOther than Central Contractor Registration (see Section 00800), this form must be completed by the successful contractor and forwarded to the Payment Office at the following address: USACE Finance Center, ATTN: CEFC-AD (Attn: Lee Autry), 5720 Integrity Drive, Millington, TN 38054-5005. This form is available at the following website: www.fc.usace.army.mil. If you download this form, please be sure to add the Installation EROC code of "AL2" for Sacramento District.

Further information regarding Electronic Funds Transfer is available at the following website: www.fms.treas.gov/eft/208agency.html.

3. PREAWARD SURVEY - SEE SECTION 00100, SAACONS 52.0209-4501 AND SAACONS 52.0215-4550. COMPLETE AND RETURN WITH COST/PRICE PROPOSAL.
4. CONTRACTOR PREPARED AS-BUILTS (SACRAMENTO DISTRICT PROJECTS ONLY)

General Decision Number CA000029
Superseded General Decision No. CA990029
State: California Construction Type:

BUILDING

DREDGING

HEAVY

HIGHWAY

County(ies):

ALAMEDA	MARIPOSA	SAN MATEO
CALAVERAS	MERCED	SANTA CLARA
CONTRA COSTA	MONTEREY	SANTA CRUZ
FRESNO	SAN BENITO	STANISLAUS
KINGS	SAN FRANCISCO	TUOLUMNE
MADERA	SAN JOAQUIN	

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Modification Number Publication Date

0	02/11/2000
1	03/03/2000
2	03/17/2000
3	04/28/2000
4	06/09/2000
5	06/16/2000
6	06/30/2000
7	07/28/2000

COUNTY(ies):

ALAMEDA	MARIPOSA	SAN MATEO
CALAVERAS	MERCED	SANTA CLARA
CONTRA COSTA	MONTEREY	SANTA CRUZ
FRESNO	SAN BENITO	STANISLAUS
KINGS	SAN FRANCISCO	TUOLUMNE
MADERA	SAN JOAQUIN	

ASBE0016A 08/01/1999

Rates Fringes

INSULATOR/ASBESTOS WORKER

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

36.13 7.41

ASBE0016E 05/01/1999

Rates Fringes

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

ASBESTOS REMOVAL WORKER/
HAZARDOUS MATERIAL HANDLER

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

22.01 4.28

ASBE0016F 05/01/1999

Rates Fringes

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

ASBESTOS REMOVAL WORKER/
HAZARDOUS MATERIAL HANDLER

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

22.01 4.28

BOIL0092A 10/01/1999

Rates Fringes

BOILERMAKER	29.56	9.81
TUBE WELDER	31.06	9.81

BRCA0003B 08/01/1998

Rates Fringes

MARBLE FINISHER	21.12	4.97
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BRCA0003D 08/01/1998

Rates Fringes

MARBLE SETTER	25.89	12.92
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BRCA0003G 07/01/1999

Rates Fringes

SAN FRANCISCO AND SAN MATEO COUNTIES:

BRICKLAYER 29.45 9.75

FOOTNOTES:

Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit: \$5.00 per day additional.

Additionally, for work in direct contact with raw sewage: \$2.50 per day additional.

Operating a saw or grinder: \$0.50 per hour additional.

Gunite nozzle person: \$1.00 per hour additional.

On one or two person light duty swinging scaffolds, from and including the seventh floor to the sky (floors to be determined by the number on the elevator identity or floor identity): \$10.00 per day additional.

BRCA0003K 07/01/1999

Rates Fringes

ALAMEDA, CONTRA COSTA, SAN BENITO

AND SANTA CLARA COUNTIES:

BRICKLAYER 28.67 8.53

CALAVERAS, SAN JOAQUIN, STANISLAUS

AND TUOLUMNE COUNTIES:

BRICKLAYER 24.45 7.05

FOOTNOTES:

Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid \$5.00 per day above the regular wage.

In addition to the daily allowance specified in the preceding sentence, all employees working in direct contact with raw sewage shall receive an additional allowance of \$2.50 per day above the regular wage.

Fifty cents (\$0.50) per hour extra will be allowed for operating a saw or grinder, provided such work is for the major portion of the day.

A gunite nozzle person shall receive \$1.00 per hour above the journeyman wage rate.

On one or two-person light-duty swinging scaffolds, from and including the seventh floor to the sky, \$10.00 per day over and above the regular wage shall be paid. The floors shall be determined by the number on the elevator identity or floor identity.

BRCA0003O 07/01/1999

Rates Fringes

MONTEREY AND SANTA CRUZ COUNTIES:

BRICKLAYER 27.38 9.05

FOOTNOTES:

Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit: \$5.00 per day additional. In addition to the daily allowance specified in the preceding sentence, all workers working in direct contact with raw sewage: \$2.50 per day additional.

Operating a saw or grinder, provided such work is for the major portion of the day: \$0.50 per hour additional.

Gunite nozzle person: \$1.00 per hour additional.

Work on one or two person light duty swinging scaffolds, from and including the seventh floor to the sky (floors to be

determined by the number on the elevator identity or floor identity): \$10.00 per day additional.

 BRCA0003Q 07/01/1999

	Rates	Fringes
FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:		
BRICKLAYER	22.35	8.15

 BRCA0003T 04/01/1998

	Rates	Fringes
ALAMEDA, CALAVERAS, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:		
TILE SETTER	25.03	7.60
TILE FINISHER	13.06	5.27

 BRCA0004P 07/01/1999

	Rates	Fringes
TERRAZZO WORKER	29.33	5.70
TERRAZZO FINISHER	15.56	5.02

FOOTNOTE:
 Base machine operator: \$.75 per hour additional.

 BRCA9003A 04/01/1999

	Rates	Fringes
FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:		
TILE FINISHER	15.70	4.22
TILE SETTER	20.29	5.00

 * CARP0003A 08/01/1999

	Rates	Fringes
ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:		
DRYWALL INSTALLER/LATHER	28.00	11.645
DRYWALL STOCKER/SCRAPPER	14.50	6.385
MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES:		
DRYWALL INSTALLER/LATHER	24.12	11.645
DRYWALL STOCKER/SCRAPPER	12.06	6.385
REMAINDER OF COUNTIES:		
DRYWALL INSTALLER/LATHER	23.27	11.645
DRYWALL STOCKER/SCRAPPER	11.64	6.385

NOTE: Effective 8/1/99 new projects public or private, valued at twenty-five million dollars or more shall be paid at the Alameda, Contra Costa, San Francisco, San Mateo, and Santa Clara Counties rate.

 CARP0012E 09/01/1993

	Rates	Fringes
CALAVERAS, SAN JOAQUIN AND STANISLAUS COUNTIES:		
TILE FINISHER	12.80	3.12

 CARP0034A 07/01/1996

	Rates	Fringes
DIVERS:		
Diver standby	25.95	12.955
Diver wet pay	37.20	12.955
Tender	25.95	12.955

Saturation diver	45.80	12.955
Manned submersible	45.80	12.955
Manifold operator/life support Technician	29.55	12.955
Remote controlled vehicle- remote operated vehicle pilot	25.95	12.955
Bell winch operator	25.95	12.955
DEPTH PAY (Surface Diving):		
50 to 100 ft	\$1.32/ft	
100 to 150 ft	\$66.00 + \$1.85/ft	
150 to 200 ft	\$158.00 + \$2.65/ft	
200 ft and over	\$291.00 + \$3.00/ft	

* CARP0034C 07/01/2000

	Rates	Fringes
ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES:		
PILEDRIIVER	27.65	12.785
PILEDRIIVER - BRIDGE BUILDER	25.91	10.165
CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES:		
PILEDRIIVER	27.65	12.785
PILEDRIIVER - BRIDGE BUILDER	22.43	10.165
MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES:		
PILEDRIIVER	27.65	12.785
PILEDRIIVER - BRIDGE BUILDER	23.28	10.165

* CARP0035A 07/01/2000

	Rates	Fringes
ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES:		
CARPENTER	28.00	11.205
HARDWOOD FLOORLAYER; SHINGLER; POWER SAW OPERATOR; STEEL SCAFFOLD AND STEEL SHORING		
ERECTOR; SAW FILER	28.15	11.205
BRIDGE BUILDERS	28.00	11.205
MILLWRIGHT	28.00	12.645
CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES:		
CARPENTER	22.77	11.205
HARDWOOD FLOORLAYER; SHINGLER; POWER SAW OPERATOR; STEEL SCAFFOLD AND STEEL SHORING		
ERECTOR; SAW FILER	22.97	11.205
BRIDGE BUILDERS	23.77	11.205
MILLWRIGHT	23.92	12.645
MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES:		
CARPENTER	24.12	11.205
HARDWOOD FLOORLAYER; SHINGLER; POWER SAW OPERATOR; STEEL SCAFFOLD AND STEEL SHORING		
ERECTOR; SAW FILER	24.27	11.205
BRIDGE BUILDERS	24.62	11.205
MILLWRIGHT	25.27	12.645

FOOTNOTE: Effective 7/1/99 new projects public or private,
valued at twenty-five million dollars or more shall be paid at

the Alameda, Contra Costa, San Francisco, San Mateo, and Santa Clara counties rate.

CARP0035H	07/01/1999		
		Rates	Fringes
MODULAR FURNITURE INSTALLER		16.87	7.465

ELEC0006A	12/01/1999		
		Rates	Fringes
ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES:			
COMMUNICATIONS AND SYSTEMS WORK:			
Communications and Systems			
Installer		21.32	3%+4.10
Communications and Systems			
Technician		24.28	3%+4.10

SCOPE OF WORK:

Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE:

Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006D	06/01/1998		
		Rates	Fringes
SAN FRANCISCO COUNTY:			
LINE CONSTRUCTION:			
Line technician; ground			
person/driver		34.375	3% + 11.665
Cable splicer		38.67	3% + 11.665
Ground person		29.92	3% + 11.665

ELEC0006E	11/01/1998		
		Rates	Fringes
SAN FRANCISCO COUNTY:			
SIGN ELECTRICIAN		20.00	3%

FOOTNOTE:

Paid Holidays: New Year's Day, Washington's Birthday, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. To be eligible for holiday pay the worker must work the first business day before and after said holiday.

ELEC0006H 06/01/1998

	Rates	Fringes
SAN FRANCISCO COUNTY:		
ELECTRICIAN:		
Electrician	34.375	3% + 11.57
Cable splicer	38.67	3% + 11.57

ELEC0006K 12/01/1999

	Rates	Fringes
CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:		
COMMUNICATIONS AND SYSTEMS WORK:		
Communications and Systems		
Installer	18.72	3%+4.10
Communications and Systems		
Technician	21.31	3%+4.10

SCOPE OF WORK:

Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE:

Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0100B 06/01/1997

	Rates	Fringes
FRESNO, KINGS, MADERA, COUNTIES:		
LINE TECHNICIAN	20.78	3.75%+ 6.81

ELEC0100C 06/01/2000

	Rates	Fringes
FRESNO, KINGS, AND MADERA COUNTIES:		
ELECTRICIAN	24.10	3% + 8.51

ELEC0234A 10/25/1999

	Rates	Fringes
MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES:		
ELECTRICIANS	25.96	3% + 10.99

ELEC0234B 05/27/1996

	Rates	Fringes
MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES:		
LINE CONSTRUCTION:		

Within the radius of 25 air miles

from the intersection of Dolan Road and Hwy. #1 in Moss Landing; and an area extending 5 miles east and west of Hwy. #101 south to the San Luis Obispo County line:

Line technician & Equipment		
Operator	23.20	4%+9.80
Cable Splicer	26.10	4%+9.80
Ground Person/Truck Driver	17.40	4%+8.35
Remainder of County:		
Line Technician & Equipment		
Operator	25.52	4%+9.80
Cable Splicer	28.42	4%+9.80
Ground Person/Truck Driver	19.72	4%+8.35

ELEC0302A 06/01/2000

	Rates	Fringes
CONTRA COSTA COUNTY:		
ELECTRICIANS:		
Electrician	33.46	3%+8.16
Cable splicer	36.81	3%+8.16

ELEC0302B 06/01/1996

	Rates	Fringes
CONTRA COSTA COUNTY:		
LINE CONSTRUCTION:		
Line technician	29.26	3%+8.60
Cable splicer	32.19	3%+8.60
Equipment operator	26.33	3%+8.60
Ground person	21.95	3%+8.60

* ELEC0332A 06/01/2000

	Rates	Fringes
SANTA CLARA COUNTY:		
ELECTRICIANS:		
Electrician	36.97	3% + 12.229
Cable splicer	42.52	3% + 12.396

FOOTNOTES:

Work under compressed air or where gas masks are required, or work on ladders, scaffolds, stacks, "Bosun's chairs," or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay.

Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

Welding: \$5.00 per day additional.

ELEC0332B 06/01/1999

	Rates	Fringes
SANTA CLARA COUNTY:		
LINE CONSTRUCTION:		
Line technician; line equipment person	33.50	3% + 11.06
Cable splicer	37.69	3% + 11.06
Ground person	29.32	3% + 10.11

FOOTNOTE:

Work on wooden poles, "H" frames or similar structures at a height of 75 ft. or more, or work on steel towers on tower structures where the point of attachment of the lowest high voltage insulator to the tower is 100 ft. or more: to be paid double time.

Flood lighting equipment or warning and signal lighting or similar equipment installed on towers over 100 ft. shall be considered premium work as provided above.

In determining height premium work, the top of the concrete footing of the stepped leg of the tower, or the ground level of the poles to be climbed and the lower side of the cross arm from which workers are required to work, shall be the determining factors.

There shall be no height premium work for the erection of steel transmission towers themselves.

ELEC0595A	06/01/2000		
		Rates	Fringes
ALAMEDA COUNTY:			
ELECTRICIANS:			
Electrician		33.49	3% + 11.89
Cable splicer		37.48	3% + 11.89

ELEC0595B	12/01/1999		
		Rates	Fringes
CALAVERAS AND SAN JOAQUIN COUNTIES:			
ELECTRICIANS:			
Tunnel work:			
Electrician		27.19	5.75%+ 8.59
Cable splicer		30.59	5.75%+ 8.59
All other work:			
Electrician		27.06	5.75%+ 8.59
Cable splicer		30.44	5.75%+ 8.59

* ELEC0617A	06/01/2000		
		Rates	Fringes
SAN MATEO COUNTY:			
ELECTRICIAN		38.80	3% + 9.66

* ELEC0684A	07/01/2000		
		Rates	Fringes
MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:			
Electrician		26.12	6% + 8.75
Cable splicer		28.73	6% + 8.75

ELEC1245A	06/01/1999		
		Rates	Fringes
LINE CONSTRUCTION AND OUTSIDE UTILITY TRANSMISSION WORK:			
Line worker; Cable splicer		30.39	4.5% + 6.78
Powder worker		28.87	4.5% + 6.54
Ground person		19.75	4.5% + 6.50
Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), and overhead and underground distribution line			

equipment)	25.83	4.5% + 6.50
Line worker, welding	31.91	4.5% + 7.02

SCOPE OF WORK:

All outside work on electrical transmission lines, switchyards and substations, and outside work in electrical utility distribution systems owned, maintained and operated by electrical utility companies, municipalities, or governmental agencies.

ELEV0008A 08/01/1999

	Rates	Fringes
ELEVATOR MECHANIC	40.955	6.935

FOOTNOTE:

Vacation Pay: 8% with 5 or more years of service, 6% for 6 months to 5 years service. Paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday after, and Christmas Day.

ENGI0001A 05/01/1999

	Rates	Fringes
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POWER EQUIPMENT OPERATORS
CRANES AND ATTACHMENTS
DREDGING

TUNNEL AND UNDERGROUND

These areas do not apply to piledrivers and steel erectors.

AREA 1: ALAMEDA, CONTRA COSTA, KINGS, MERCED, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ AND STANISLAUS COUNTIES

The remaining counties are split between Area 1 and Area 2 as noted below:

CALAVERAS COUNTY:

AREA 1: Area within the line beginning at the southernmost point of Calaveras County,
Thence northerly along the southeasterly county line to the intersection with the easterly line of Range 15 East,
Thence northerly to the northeast corner of Township 5N, Range 15E,
Thence westerly to the southeast corner of Township 6N, Range 14E,
Thence northerly along the range line to the intersection with the northerly line of said county,
Thence westerly and southerly along the county line to the point of beginning.

AREA 2: Remainder of Calaveras County.

FRESNO COUNTY:

AREA 1: Area within the line beginning at the southeast corner of Township 13S, Range 28E,
Thence northerly to the northeast corner of Township 13S, Range 28E,
Thence westerly to the southeast corner of Township 12S, Range 27E,
Thence northerly to the northeast corner of Township 12S, Range 27E,
Thence westerly to the southeast corner of Township 11S, Range 26E,
Thence northerly to the northeast corner of Township 11S, Range 26E,
Thence westerly to the southeast corner of Township 10S,

Range 25E,
Thence northerly to the northeast corner of Township 9S,
Range 25E,
Thence westerly to the southeast corner of Township 8S, Range
24E,
Thence northerly to the northeast corner of Township 8S,
Range 24E,
Thence westerly along the north line of Township 8S to
the intersection with the Fresno County line,
Thence southwesterly and northwesterly along said county line
to the intersection with the southeasterly line of Merced
County,
Thence southwesterly along said county line to the
intersection with the easterly line of San Benito County,
Thence southerly along said county line to the intersection
with the easterly line of Monterey County,
Thence southeasterly along said county line to the
intersection with the northwesterly line of Kings County,
Thence northeasterly along the southeasterly line of Fresno
County to the point of beginning.

AREA 2: Remainder of Fresno County.

MADERA COUNTY:

AREA 1: Area within the line beginning at the point of
intersection of Fresno County, Madera County, and Merced
County,
Thence southeasterly and northeasterly along the southerly
line of Madera County to the intersection with the
northerly line of Township 8S,
Thence westerly to the southeast corner of Township 7S, Range
23E,
Thence northerly to the northeast corner of Township 6S,
Range 23E,
Thence westerly along the north line of Township 6S to the
intersection of the northwesterly line of Madera County,
Thence southwesterly along said county line to the point of
beginning.

AREA 2: Remainder of Madera County.

MARIPOSA COUNTY:

AREA 1: Area within the line beginning at the point of
intersection of Stanislaus County with Mariposa County,
Thence southeasterly along the westerly line of Mariposa
County to the intersection of Madera County,
Thence northeasterly along said county line to the
intersection of the southerly line of Township 5S,
Thence westerly to the southeast corner of Township 5S, Range
20E,
Thence northerly to the northeast corner of Township 5S,
Range 20E,
Thence westerly to the southeast corner of Township 4S, Range
19E,
Thence northerly along the range line to the intersection
with the northerly line of Mariposa County,
Thence westerly along said county line to the point of
beginning.

AREA 2: Remainder of Mariposa County.

MONTEREY COUNTY:

AREA 1: Area within a line beginning at the intersection of the

southerly line of Township 19S with the Pacific Ocean,
Thence easterly along the southerly line of Township 19S to
the northwest corner of Township 20S, Range 6E,
Thence southerly to the southwest corner of Township 20S,
Range 6E,
Thence easterly to the northwest corner of Township 21S,
Range 7E,
Thence southerly to the southwest corner of Township 21S,
Range 7E,
Thence easterly to the northwest corner of Township 22S,
Range 9E,
Thence southerly to the southwest corner of Township 22S,
Range 9E,
Thence easterly to the northwest corner of Township 23S,
Range 10E,
Thence southerly to the southwest corner of Township 24S,
Range 10E,
Thence easterly along the southerly line of Township 24S to
the southeasterly corner of Monterey County,
Thence northwesterly along said county line to the point of
intersection with the southerly line of Santa Cruz County,
Thence westerly along the northerly line of Monterey County
to the Pacific Ocean,
Thence southerly along the Pacific Ocean to the point of
beginning.

AREA 2: Remainder of Monterey County.

TUOLUMNE COUNTY:

AREA 1: Area within the line beginning at the point of
intersection of the easterly line of Township 2S, Range
19E, with the southerly line of Tuolumne County,
Thence northerly to the northeast corner of Township 1S,
Range 19E,
Thence westerly to the southeast corner of Township 1N, Range
18E,
Thence northerly to the northeast corner of Township 3N,
Range 18E,
Thence westerly to the southeast corner of Township 4N, Range
17E,
Thence northerly to the northeast corner of Township 4N,
Range 17E,
Thence northerly to the northeast corner of Township 4N,
Range 17E,
Thence westerly to the southeast corner of Township 5N, Range
15E,
Thence northerly to the intersection of the county line with
the easterly line of Township 5N, Range 15E,
Thence southwesterly along the county line to the
intersection of the northeasterly line of Stanislaus
County,
Thence southeasterly along said county line to the
southernmost corner of Tuolumne County,
Thence easterly along the county line to the point of
beginning.

AREA 2: Remainder of Tuolumne County.

ENGI0003B 07/01/1999

Rates

Fringes

POWER EQUIPMENT OPERATORS:

DREDGING: CLAMSHELL & DIPPER DREDGING;

HYDRAULIC SUCTION DREDGING:

AREA 1:

Lever person/operator	32.79	11.16
Dredge dozer; Heavy duty repair person/welder	27.83	11.16
Booster pump operator; Deck engineer; Deck mate; Dredge tender; Winch operator	26.71	11.16
Barge person; Deckhand; Fire person; Leveehand; Oiler	23.41	11.16

AREA 2:

Lever person/operator	34.79	11.16
Dredge dozer; Heavy duty repair person/welder	29.83	11.16
Booster pump operator; Deck engineer; Deck mate; Dredge tender; Winch operator	28.71	11.16
Barge person; Deckhand; Fire- person; Levee hand; Oiler	25.41	11.16

ENGI0003C 06/16/2000

Rates Fringes

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA
COUNTIES:

POWER EQUIPMENT OPERATORS:

GROUP 1	32.82	12.70
GROUP 2	31.29	12.70
GROUP 3	29.81	12.70
GROUP 4	28.43	12.70
GROUP 5	27.16	12.70
GROUP 6	25.84	12.70
GROUP 7	26.70	12.70
GROUP 8	23.56	12.70
GROUP 8-A	21.35	12.70

POWER EQUIPMENT OPERATORS - ALL CRANES AND ATTACHMENTS:

GROUP 1	33.70	12.70
Truck crane oiler	26.73	12.70
Oiler	24.44	12.70
GROUP 2	31.94	12.70
Truck crane oiler	26.47	12.70
Oiler	24.23	12.70
GROUP 3	30.20	12.70
Truck crane oiler	26.23	12.70
Hydraulic	25.84	12.70
Oiler	23.95	12.70

POWER EQUIPMENT OPERATORS - PILEDRIVERS:

GROUP 1	34.04	12.70
Truck crane oiler	27.06	12.70
Oiler	24.78	12.70
GROUP 2	31.22	12.70
Truck crane oiler	26.81	12.70
Oiler	24.51	12.70
GROUP 3	29.54	12.70
Truck crane oiler	26.52	12.70
Oiler	24.29	12.70

GROUP 4	28.77	12.70
GROUP 5	26.13	12.70
GROUP 6	23.90	12.70
POWER EQUIPMENT OPERATORS - STEEL ERECTORS:		
GROUP 1	34.67	12.70
Truck crane oiler	27.35	12.70
Oiler	25.12	12.70
GROUP 2	32.90	12.70
Truck crane oiler	27.13	12.70
Oiler	24.85	12.70
GROUP 3	31.42	12.70
Truck crane oiler	26.86	12.70
Hydraulic	26.47	12.70
Oiler	24.63	12.70
GROUP 4	29.40	12.70
GROUP 5	28.10	12.70

FOOTNOTE:

Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine; Crane mounted continuous flight tie back machine; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Multiple engine scraper (when used as plush pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572, or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/boxperson; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull-type elevating loader; Gradesetter, grade checker (mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete

pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt; Mine or shaft hoist; Portable crusher; Power jumbo ooperator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, ariports and canals); Deck engineer, drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcatlarger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Soils & materials tester; Tractor

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker (with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck-type loader

GROUP 8: Bit charpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete dquipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator; Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by

electricity)

GROUP 8-A: Elevator operator; Skidsteer loader - Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe - trencher)

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and Dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and Dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and Dragline up to and including 1 cu. yd.; Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Boom truck or dual purpose A-frame truck, non-rotating, over 15 tons

POWER EQUIPMENT OPERATORS - PILEDRIVER CLASSIFICATIONS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell

over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

POWER EQUIPMENT OPERATORS - STEEL ERECTOR CLASSIFICATIONS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane, over 45 tons up to and including 100 tons; Derrick, 100 tons & under; Self-propelled boom-type lifting device over 45 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

ENGI0003G 06/16/2000

Rates

Fringes

POWER EQUIPMENT OPERATORS:

TUNNEL AND UNDERGROUND WORK:

AREA 1:

UNDERGROUND:

GROUP 1-A	31.29	12.70
GROUP 1	28.82	12.70
GROUP 2	27.56	12.70
GROUP 3	27.23	12.70
GROUP 4	25.09	12.70
GROUP 5	23.95	12.70

SHAFTS, STOPES AND RAISES:

GROUP 1-A	31.39	12.70
GROUP 1	28.92	12.70
GROUP 2	27.66	12.70
GROUP 3	26.33	12.70
GROUP 4	25.19	12.70
GROUP 5	24.05	12.70

AREA 2:

UNDERGROUND:

GROUP 1-A	33.29	12.70
GROUP 1	30.82	12.70
GROUP 2	29.56	12.70
GROUP 3	28.23	12.70
GROUP 4	27.09	12.70
GROUP 5	25.95	12.70

SHAFTS, STOPES AND RAISES:

GROUP 1-A	33.39	12.70
GROUP 1	30.92	12.70
GROUP 2	29.66	12.70
GROUP 3	28.33	12.70
GROUP 4	27.19	12.70
GROUP 5	26.05	12.70

FOOTNOTE:

Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson/welder; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting machine operator; Motor person

GROUP 5: Bit sharpener; Brake person; Combination mixer and compressor (gunite); Compressor operator; Oiler (assistant to engineer); Pump operator; Slusher operator

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Rates Fringes
 KINGS, MERCED, SAN BENITO, SAN JOAQUIN, SANTA CRUZ AND STANISLAUS
 COUNTIES:

BUILDING CONSTRUCTION:

POWER EQUIPMENT OPERATORS:

GROUP 1	30.40	12.79
GROUP 2	28.95	12.79
GROUP 3	27.55	12.79
GROUP 4	26.22	12.79
GROUP 5	25.01	12.79
GROUP 6	23.74	12.79

GROUP 7	22.65	12.79
GROUP 8	21.57	12.79
GROUP 8-A	19.45	12.79
POWER EQUIPMENT OPERATORS - ALL CRANES AND ATTACHMENTS:		
GROUP 1	31.25	12.79
Truck crane oiler	24.59	12.79
Oiler	22.42	12.79
GROUP 2	29.56	12.79
Truck crane oiler	24.35	12.79
Oiler	22.20	12.79
GROUP 3	27.92	12.79
Truck crane oiler	24.11	12.79
Hydraulic	23.74	12.79
Oiler	21.95	12.79
POWER EQUIPMENT OPERATORS - PILEDRIVERS:		
GROUP 1	31.56	12.79
Truck crane oiler	24.91	12.79
Oiler	22.74	12.79
GROUP 2	29.85	12.79
Truck crane oiler	24.68	12.79
Oiler	22.49	12.79
GROUP 3	28.24	12.79
Truck crane oiler	24.41	12.79
Oiler	22.26	12.79
GROUP 4	26.54	12.79
GROUP 5	24.04	12.79
GROUP 6	21.90	12.79
POWER EQUIPMENT OPERATORS - STEEL ERECTION:		
GROUP 1	32.19	12.79
Truck crane oiler	25.20	12.79
Oiler	23.06	12.79
GROUP 2	30.48	12.79
Truck crane oiler	24.98	12.79
Oiler	22.81	12.79
GROUP 3	29.09	12.79
Truck crane oiler	24.73	12.79
Hydraulic	24.35	12.79
Oiler	22.58	12.79
GROUP 4	27.16	12.79
GROUP 5	25.91	12.79
HEAVY AND HIGHWAY CONSTRUCTION:		
POWER EQUIPMENT OPERATORS:		
GROUP 1	31.82	12.79
GROUP 2	30.29	12.79
GROUP 3	28.81	12.79
GROUP 4	27.43	12.79
GROUP 5	26.16	12.79
GROUP 6	24.84	12.79
GROUP 7	23.70	12.79
GROUP 8	22.56	12.79
GROUP 8-A	20.35	12.79
POWER EQUIPMENT OPERATORS - ALL CRANES AND ATTACHMENTS:		
GROUP 1	32.70	12.79
Truck crane oiler	25.73	12.79
Oiler	23.44	12.79
GROUP 2	30.94	12.79
Truck crane oiler	25.47	12.79

Oiler	23.23	12.79
GROUP 3	29.20	12.79
Truck crane oiler	25.23	12.79
Hydraulic	24.84	12.79
Oiler	22.95	12.79
POWER EQUIPMENT OPERATORS - PILEDRIVERS:		
GROUP 1	33.04	12.79
Truck crane oiler	26.06	12.79
Oiler	23.78	12.79
GROUP 2	31.22	12.79
Truck crane oiler	25.81	12.79
Oiler	23.51	12.79
GROUP 3	29.54	12.79
Truck crane oiler	25.52	12.79
Oiler	23.29	12.79
GROUP 4	27.77	12.79
GROUP 5	25.13	12.79
GROUP 6	22.90	12.79
POWER EQUIPMENT OPERATORS - STEEL ERECTORS:		
GROUP 1	33.67	12.79
Truck crane oiler	26.35	12.79
Oiler	24.12	12.79
GROUP 2	31.90	12.79
Truck crane oiler	26.13	12.79
Oiler	23.85	12.79
GROUP 3	30.42	12.79
Truck crane oiler	25.86	12.79
Hydraulic	25.47	12.79
Oiler	23.63	12.79
GROUP 4	28.40	12.79
GROUP 5	27.10	12.79

FOOTNOTE:

Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine; Crane mounted continuous flight tie back machine; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull-type elevating loader; Gradesetter, grade checker (mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000

or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt; Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Soils & materials tester; Tractor

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination; Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor

(without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck-type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator; Slusher operator; Surface heater; Switchperson; Tar pot fire tender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader - Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe - trencher)

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Boom truck or dual purpose A-frame truck, non-rotating, over 15 tons

POWER EQUIPMENT OPERATORS - PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

POWER EQUIPMENT OPERATORS - STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100

tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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Rates Fringes
 CALAVERAS, FRESNO, MADERA, MARIPOSA, MONTEREY AND TUOLUMNE
 COUNTIES:

BUILDING CONSTRUCTION:

POWER EQUIPMENT OPERATORS:

AREA 1:

GROUP 1	30.40	12.79
GROUP 2	28.95	12.79
GROUP 3	27.55	12.79
GROUP 4	26.22	12.79
GROUP 5	25.01	12.79
GROUP 6	23.74	12.79
GROUP 7	22.65	12.79
GROUP 8	21.57	12.79
GROUP 8-A	19.45	12.79

AREA 2:

GROUP 1	32.40	12.79
GROUP 2	30.95	12.79
GROUP 3	29.55	12.79
GROUP 4	28.22	12.79
GROUP 5	27.01	12.79
GROUP 6	25.74	12.79
GROUP 7	24.65	12.79
GROUP 8	23.57	12.79
GROUP 8-A	21.45	12.79

POWER EQUIPMENT OPERATORS - ALL CRANES AND ATTACHMENTS:

AREA 1:

GROUP 1	31.25	12.79
Truck crane oiler	24.59	12.79
Oiler	22.42	12.79
GROUP 2	29.56	12.79
Truck crane oiler	24.35	12.79
Oiler	22.20	12.79
GROUP 3	27.92	12.79
Truck crane oiler	24.11	12.79
Hydraulic	23.74	12.79
Oiler	21.95	12.79

AREA 2:

GROUP 1	33.25	12.79
Truck crane oiler	26.59	12.79
Oiler	24.42	12.79
GROUP 2	31.56	12.79
Truck crane oiler	26.35	12.79
Oiler	24.20	12.79
GROUP 3	29.92	12.79
Truck crane oiler	26.11	12.79
Hydraulic	25.74	12.79
Oiler	23.95	12.79

POWER EQUIPMENT OPERATORS - PILEDRIVERS:		
GROUP 1	31.56	12.79
Truck crane oiler	24.91	12.79
Oiler	22.74	12.79
GROUP 2	29.85	12.79
Truck crane oiler	24.68	12.79
Oiler	22.49	12.79
GROUP 3	28.24	12.79
Truck crane oiler	24.41	12.79
Oiler	22.26	12.79
GROUP 4	26.54	12.79
GROUP 5	24.04	12.79
GROUP 6	21.90	12.79
POWER EQUIPMENT OPERATORS - STEEL ERECTION:		
GROUP 1	32.19	12.79
Truck crane oiler	25.20	12.79
Oiler	23.06	12.79
GROUP 2	30.48	12.79
Truck crane oiler	24.98	12.79
Oiler	22.81	12.79
GROUP 3	29.09	12.79
Truck crane oiler	24.73	12.79
Hydraulic	24.35	12.79
Oiler	22.58	12.79
GROUP 4	27.16	12.79
GROUP 5	25.91	12.79
HEAVY AND HIGHWAY CONSTRUCTION:		
POWER EQUIPMENT OPERATORS:		
AREA 1:		
GROUP 1	31.82	12.79
GROUP 2	30.29	12.79
GROUP 3	28.81	12.79
GROUP 4	27.43	12.79
GROUP 5	26.16	12.79
GROUP 6	24.84	12.79
GROUP 7	23.70	12.79
GROUP 8	22.56	12.79
GROUP 8-A	20.35	12.79
AREA 2:		
GROUP 1	33.82	12.79
GROUP 2	32.29	12.79
GROUP 3	30.81	12.79
GROUP 4	29.43	12.79
GROUP 5	28.16	12.79
GROUP 6	26.84	12.79
GROUP 7	25.70	12.79
GROUP 8	24.56	12.79
GROUP 8-A	22.35	12.79
POWER EQUIPMENT OPERATORS - ALL CRANES AND ATTACHMENTS:		
AREA 1:		
GROUP 1	32.70	12.79
Truck crane oiler	25.73	12.79
Oiler	23.44	12.79
GROUP 2	30.94	12.79
Truck crane oiler	25.47	12.79
Oiler	23.23	12.79
GROUP 3	29.20	12.79

Truck crane oiler	25.23	12.79
Hydraulic	24.84	12.79
Oiler	22.95	12.79
AREA 2:		
GROUP 1	34.70	12.79
Truck crane oiler	27.73	12.79
Oiler	25.44	12.79
GROUP 2	32.94	12.79
Truck crane oiler	27.47	12.79
Oiler	25.23	12.79
GROUP 3	31.20	12.79
Truck crane oiler	27.23	12.79
Hydraulic	26.84	12.79
Oiler	24.95	12.79
POWER EQUIPMENT OPERATORS - PILEDRIVERS:		
GROUP 1	33.04	12.79
Truck crane oiler	26.06	12.79
Oiler	23.78	12.79
GROUP 2	31.22	12.79
Truck crane oiler	25.81	12.79
Oiler	23.51	12.79
GROUP 3	29.54	12.79
Truck crane oiler	25.52	12.79
Oiler	23.29	12.79
GROUP 4	27.77	12.79
GROUP 5	25.13	12.79
GROUP 6	22.90	12.79
POWER EQUIPMENT OPERATORS - STEEL ERECTORS:		
GROUP 1	33.67	12.79
Truck crane oiler	26.35	12.79
Oiler	24.12	12.79
GROUP 2	31.90	12.79
Truck crane oiler	26.13	12.79
Oiler	23.85	12.79
GROUP 3	30.42	12.79
Truck crane oiler	25.86	12.79
Hydraulic	25.47	12.79
Oiler	23.63	12.79
GROUP 4	28.40	12.79
GROUP 5	27.10	12.79

FOOTNOTE:

Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine; Crane mounted continuous flight tie back machine; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire

wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull-type elevating loader; Gradesetter, grade checker (mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Soils & materials tester; Tractor

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under

m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck-type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator; Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader - Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe - trencher)

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Boom truck or dual purpose A-frame truck, non-rotating, over 15 tons

POWER EQUIPMENT OPERATORS - PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge

mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer;
Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

POWER EQUIPMENT OPERATORS - STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

IRON0001U 01/01/2000

Rates Fringes
ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA,
MARIPOSA, MERCED, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN
MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

IRONWORKERS:

Fence erector 23.29 13.83
Ornamental, reinforcing and
structural 24.18 13.83

FOOTNOTE:

CITY OF SAN FRANCISCO (defined as the city limits of San Francisco (as described by the San Francisco County Recorder's Office as of July 1, 1998), the Golden Gate Bridge in its entirety, and the west side of the San Francisco Bay Bridge up to and including Treasure Island):

Congestion zone fee: \$8.00 per day.

IRON0001V 07/01/1999

Rates Fringes

MONTEREY COUNTY:

IRONWORKERS:

Fence erector 23.29 13.83
Ornamental, reinforcing and
structural 24.18 13.83

FOOTNOTE:

Work at the Army Defense Language Institute, and the Naval Post Graduate School: \$2.00 per hour additional.

LABO0036A 07/01/1999

Rates Fringes

SAN FRANCISCO AND SAN MATEO COUNTIES:

BRICK TENDER 19.84 7.57

FOOTNOTES:

Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: \$5.00 per day additional.

Work in live sewage: \$2.50 per day additional.

LABO0036B 07/01/1999

Rates Fringes

SAN FRANCISCO AND SAN MATEO COUNTIES:

PLASTERER TENDER 19.87 7.66

FOOTNOTES:

Work on a suspended scaffold: \$5.00 per day additional.

Work operating a plaster mixer pump gun: \$1.00 per hour additional.

LABO0067B 12/01/1998

	Rates	Fringes
ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES:		
ASBESTOS REMOVAL LABORER	12.17	4.13
CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:		

ASBESTOS REMOVAL LABORER	10.58	4.13
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SCOPE OF WORK:

Covers site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0067H 06/26/2000

	Rates	Fringes
ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:		

LABORERS:

Construction specialist group	22.86	7.55
Group 1	22.16	7.55
Group 1-a	22.38	7.55
GROUP 1-b: see note below		
GROUP 1-c	22.21	7.55
GROUP 1-d: see note below		
GROUP 1-e	22.71	7.55
GROUP 1-f	22.74	7.55
GROUP 1-g (Contra Costa County)	22.36	7.55
GROUP 2	22.01	7.55
GROUP 3	21.91	7.55
GROUP 4	15.60	7.55

See groups 1-b and 1-d under laborer classifications.

GUNITE LABORERS:

GROUP 1	23.12	7.55
GROUP 2	22.62	7.55
GROUP 3	22.03	7.55
GROUP 4	21.91	7.55

WRECKING WORK:

GROUP 1	22.16	7.55
GROUP 2	22.01	7.55
GROUP 3	15.60	7.55

GARDENERS, HORTICULTURAL AND LANDSCAPE

LABORERS:

New construction	21.91	7.55
Establishment warranty period	15.60	7.55

TUNNEL AND SHAFT LABORERS:

GROUP 1	26.52	7.55
GROUP 2	26.29	7.55
GROUP 3	26.04	7.55
GROUP 4	25.77	7.55
GROUP 5	25.59	7.55
GROUP 6	25.05	7.55

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Masonry and plasterer tender; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: All clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural nozzle operator

GROUP 2: Nozzle operator (including gun, pot); Ground person

GROUP 3: Rebound

GROUP 4: Gunitite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 3: General laborer (includes all clean-up work, loading lumber, loading and burning of debris)

TUNNEL AND SHAFT LABORER CLASSIFICATIONS

GROUP 1: Diamond driller; Ground person; Gunitite and shotcrete nozzle operator

GROUP 2: Rod person; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powder person - heading; Cherry picker operator - where car is lifted; Concrete finisher in tunnel; Concrete screed person; Grout pump operator and pot person; Gunitite & shotcrete gun person & pot person; Header person; High pressure nozzle operator; Miner - tunnel, including top and bottom person on shaft and raise work; Nipper; Nozzle operator on slick line; Sandblaster - pot person

GROUP 4: Steel form raiser and setter; Timber person, retimber person (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powder person - primer house

GROUP 5: Vibrator operator, pavement breaker; Bull gang - muckers, track person; Concrete crew - includes rodding and spreading

GROUP 6: Dump person (any method); Grout crew; Rebound person; Swamper

LABO0067J 06/26/2000

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE

COUNTIES:

LABORERS:

	Rates	Fringes
Construction specialist group	21.86	7.55
GROUP 1	21.16	7.55
GROUP 1-a	21.38	7.55
GROUP 1-b: see note below		
GROUP 1-c	21.21	7.55
GROUP 1-d: see note below		
GROUP 1-e	21.71	7.55
GROUP 1-f	21.74	7.55
GROUP 2	21.01	7.55
GROUP 3	20.90	7.55
GROUP 4	14.60	7.55

See groups 1-b and 1-d under laborer classifications.

GUNITE LABORERS:

GROUP 1	21.62	7.55
GROUP 2	21.62	7.55
GROUP 3	21.03	7.55
GROUP 4	20.91	7.55

WRECKING WORK:

GROUP 1	21.16	7.55
GROUP 2	21.01	7.55
GROUP 3	14.60	7.55

GARDENERS, HORTICULTURAL AND LANDSCAPE

LABORERS:

New construction	20.90	7.55
Establishment warranty period	14.60	7.55

TUNNEL AND SHAFT LABORERS:

GROUP 1	26.52	7.55
GROUP 2	26.29	7.55
GROUP 3	26.04	7.55
GROUP 4	25.77	7.55
GROUP 5	25.59	7.55
GROUP 6	20.05	7.55

FOOTNOTE:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts (not applicable to workers entitled to receive the wage rate set forth in Group 1-a): \$0.25 per hour additional.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Masonry and plasterer tender; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

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Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker
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GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

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A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural nozzle operator

GROUP 2: Nozzle operator (including gun, pot); Ground person

GROUP 3: Rebound

GROUP 4: Guniting laborer

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GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 3: General laborer (includes all clean-up work, loading lumber, loading and burning of debris)

TUNNEL AND SHAFT LABORER CLASSIFICATIONS

GROUP 1: Diamond driller; Ground person; Guniting and shotcrete nozzle operator

GROUP 2: Rod person; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powder person - heading; Cherry picker operator - where car is lifted; Concrete finisher in tunnel; Concrete screed person; Grout pump operator and pot person; Guniting & shotcrete gun person & pot person; Header person; High pressure nozzle operator; Miner - tunnel, including top and bottom person on shaft and raise work; Nipper; Nozzle operator on slick line; Sandblaster - pot person

GROUP 4: Steel form raiser and setter; Timber person, retimber person (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powder person - primer house

GROUP 5: Vibrator operator, pavement breaker; Bull gang - muckers, track person; Concrete crew - includes rodding and spreading

GROUP 6: Dump person (any method); Grout crew; Rebound person; Swamper

LABO0073C 07/01/1999

	Rates	Fringes
CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:		
BRICK TENDER	23.20	4.55

FOOTNOTE:

Refractory work where heat-protective clothing is required: \$2.00 per hour additional.

LABO0073E 10/01/1998

	Rates	Fringes
CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:		
PLASTERER TENDER	22.36	4.88

LABO0166A 07/01/1999

	Rates	Fringes
ALAMEDA AND CONTRA COSTA COUNTIES:		
BRICK TENDER	20.90	10.26

FOOTNOTES:

Work on jobs where heat-protective clothing is required: \$2.00 per hour additional.

Work at grinders: \$.25 per hour additional.

Manhole work: \$2.00 per day additional.

LABO0166B 07/01/1999

	Rates	Fringes
ALAMEDA AND CONTRA COSTA COUNTIES:		
PLASTERER TENDERS:		
Plasterer tender	23.25	10.16
Gun operator	24.00	10.16

LABO0185A 07/01/1999

	Rates	Fringes
MONTEREY AND SAN BENITO COUNTIES:		
BRICK TENDER	22.95	4.55

FOOTNOTE:

Refractory work where heat-protective clothing is required: \$2.00 per hour additional.

LABO0270A 07/01/1999

	Rates	Fringes
SANTA CLARA COUNTY:		
BRICK TENDER	23.05	6.20

FOOTNOTE:

Refractory work where heat-protective clothing is required: \$2.00 per hour additional.

LABO0270B 07/01/1999

	Rates	Fringes
SANTA CRUZ COUNTY:		
BRICK TENDER	22.05	6.20

FOOTNOTE:

Refractory work where heat-protective clothing is required: \$2.00 per hour additional.

LABO0294A 07/01/1999

	Rates	Fringes
FRESNO, KINGS AND MADERA COUNTIES:		
BRICK TENDER	23.50	4.55

FOOTNOTE:

Refractory work where heat-protective clothing is required: \$2.00 per hour additional.

LABO0297A 09/01/1998

	Rates	Fringes
MONTEREY AND SAN BENITO COUNTIES:		

PLASTERER TENDER 15.95

FOOTNOTE:

Mixer person: \$4.00 per day additional.

* PAIN0008A 07/01/2000

	Rates	Fringes
SAN FRANCISCO COUNTY:		
PAINTER	26.56	8.20

* PAIN0012A 07/01/2000

	Rates	Fringes
ALAMEDA, CONTRA COSTA, MERCED, MARIPOSA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:		
SOFT FLOOR LAYER	28.00	11.25

PAIN0016A 01/01/2000

	Rates	Fringes
ALAMEDA AND CONTRA COSTA COUNTIES:		
PAINTERS:		

Work on industrial buildings (used for the manufacture and processing of goods for sale or service); Also, steel construction (bridges, stacks, towers, tanks and similar structures):

Brush and Roller	23.10	9.94
Spray and Sandblast	24.50	9.94
Application of exotic materials	24.10	9.94
All other work:		
Brush and Roller	23.10	9.94
Application of exotic materials	24.10	9.94

FOOTNOTE:

High time (free fall conditions): With a minimum of 2 hrs. exposure, work over 50 ft. above ground or water level to be paid 1/2 hr. per day additional; work from 100 ft. to 180 ft. above ground or water level to be paid 1 hr. per day additional; and work over 180 ft. above ground or water level to be paid 2 hrs. per day additional.

PAIN0016C 08/01/1999

	Rates	Fringes
ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:		
DRYWALL FINISHERS:		

Remodel/tenant improvement work (shopping centers, offices and warehouses where the taping contractor is working directly for the tenant)

	21.73	8.28
All other work	27.43	9.98

PAIN0016H 01/01/1999

	Rates	Fringes
FRESNO, KINGS AND MADERA COUNTIES:		
DRYWALL TAPER	20.49	5.39

PAINTER 19.74 5.39

FOOTNOTES:

Paperhangers, and work over 30 feet (does not include work from a lift): \$0.50 per hour additional.

Spray painters and sandblasters: \$0.75 per hour additional.

Lead paint abaters: \$0.75 per hour additional.

PAIN0016K 01/01/1999

	Rates	Fringes
FRESNO, KINGS, MADERA AND COUNTIES:		
SOFT FLOOR LAYER	18.63	4.09

PAIN0016N 01/01/2000

	Rates	Fringes
MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:		
PAINTER:		
COMMERCIAL/INDUSTRIAL	23.55	7.84

PAIN0016Q 03/01/1999

	Rates	Fringes
CALAVERAS AND SAN JOAQUIN COUNTIES:		
Drywall Taper	18.85	7.23
PAINTERS:		
Brush	18.05	7.23
Sandblaster; Waterblaster;		
Steam cleaning	19.05	7.23
Work with coal tar and exotic materials	19.80	7.23

PAIN0016S 03/01/1999

	Rates	Fringes
MARIPOSA, MERCED, STANISLAUS, AND TOULUMNE COUNTIES:		
DRYWALL FINISHER	17.53	8.10
PAINTER:		
Brush	16.53	8.10
Paperhanger; Spray & Sandblast	17.03	8.10
Hazardous coating, application and removal	18.28	8.10

PAIN0169A 07/01/1999

	Rates	Fringes
FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:		
GLAZIER	23.55	7.97
FOOTNOTE:		
Welding in connection with glazing work: \$1.00 per hour additional.		

PAIN0169E 07/01/1999

	Rates	Fringes
ALAMEDA AND CONTRA COSTA COUNTIES:		
GLAZIER	28.15	9.91

* PAIN0169I 07/01/2000

	Rates	Fringes
ALAMEDA AND CONTRA COSTA:		
SHOWER DOOR INSTALLER	23.57	4.60

PAID HOLIDAYS:

New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

PAIN0718B 07/01/1999

	Rates	Fringes
SAN FRANCISCO AND SAN MATEO COUNTIES:		
GLAZIER	28.17	9.89

PAIN0767A 07/01/1999

	Rates	Fringes
CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:		
GLAZIER	22.54	10.57

PAID HOLIDAYS:

New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day.

FOOTNOTE:

Work thirty (30) feet or over free fall: \$0.60 per hour additional.

PAIN1176A 04/01/1998

	Rates	Fringes
PARKING LOT STRIPING/HIGHWAY MARKING:		
GROUP 1 & GROUP 4	22.84	6.91
GROUP 2	21.10	6.36
GROUP 3 & GROUP 5	19.51	6.36
Service Person (maintenance and repair of equipment)	13.33	5.87
Parking Lot, Game Court and Playground Installer	13.80	5.87

PARKING LOT STRIPING / HIGHWAY MARKING CLASSIFICATIONS

GROUP 1: STRIPER: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape traffic stripes and markings

GROUP 2: TRAFFIC DELINEATING DEVICE APPLICATOR: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices; includes all related surface preparation (sandblasting, waterblasting, grinding) as part of the application process

GROUP 3: TRAFFIC SURFACE ABRASIVE BLASTER: Removal of traffic lines and markings; preparation of surface for coatings and traffic control devices

GROUP 4: TRAFFIC PROTECTIVE DELINEATING SYSTEMS INSTALLER: Removes, relocates, installs permanently affixed roadside and parking delineation barricades, fencing, guard rail, cable anchor, retaining walls, reference signs, and monument markers

GROUP 5: TRAFFIC CONTROLPERSON: Sole function is to control and direct traffic through both conventional and moving lane closures

PAIN1237C 06/01/1999

	Rates	Fringes
CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:		
SOFT FLOOR LAYER	20.57	9.10

PAIN1621A 07/01/1999

	Rates	Fringes
MONTEREY, SAN BENITO, SANTA CLARA AND SANTA CRUZ COUNTIES: GLAZIER	29.07	8.99

PLAS0001D 06/28/1999		
	Rates	Fringes
CEMENT MASONS:		
Cement mason	22.35	9.46
Swing or slip form scaffolds; Mastic, magnesite, gypsum, epoxy, polyester, resin and all composition	23.10	9.46

* PLAS0066B 07/01/2000		
	Rates	Fringes
ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES: PLASTERER	27.21	10.70

* PLAS0300A 07/01/2000		
	Rates	Fringes
FRESNO, KINGS AND MADERA COUNTIES: PLASTERER	22.11	7.50
SAN BENITO, SANTA CLARA AND SANTA CRUZ COUNTIES: PLASTERER	26.24	7.90
CALAVERAS AND SAN JOAQUIN COUNTIES: PLASTERER	23.76	7.50
MONTEREY COUNTY: PLASTERER	23.04	7.50
MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES: PLASTERER	23.79	8.50

PLUM0036A 01/01/2000		
	Rates	Fringes
CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES: PLUMBER & STEAMFITTER	28.29	9.19

PLUM0036C 01/01/2000		
	Rates	Fringes
MONTEREY AND SANTA CRUZ COUNTIES: PLUMBER & STEAMFITTER	28.29	9.19

PLUM0036E 01/01/2000		
	Rates	Fringes
FRESNO COUNTY: PIPE TRADES PERSON: Building construction only	11.50	4.70
SCOPE OF WORK: Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and		

channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flag person

 PLUM0036I 01/01/2000

	Rates	Fringes
MERCED COUNTY:		
PIPE TRADES PERSON:		
Building construction only	11.50	4.70

SCOPE OF WORK:

Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flag person

 PLUM0038A 07/01/1999

	Rates	Fringes
SAN FRANCISCO COUNTY:		
PLUMBERS:		
Work on wooden frame structures		
5 stories or less excluding		
high-rise buildings and		
commercial work such as		
hospitals, prisons, hotels		
and schools	28.50	17.35
All other work	38.00	18.42
LANDSCAPE/IRRIGATION FITTER	27.32	10.15

 PLUM0159A 07/01/1999

	Rates	Fringes
CONTRA COSTA COUNTY:		
PLUMBERS & STEAMFITTERS:		
Work on apartments over 4 stories, and motels	24.51	8.79
All other work	32.61	13.39

* PLUM0342A 07/01/2000		
CONTRA COSTA COUNTY:		
STEAMFITTER	32.73	13.24

* PLUM0342B 07/01/2000		
ALAMEDA COUNTY:		
PLUMBER & STEAMFITTER	32.73	13.24

* PLUM0355D 07/01/2000		
ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:		
LANDSCAPE FITTER; UNDERGROUND UTILITY WORKER	22.00	5.55

PLUM0393A 09/01/1998		
SAN BENITO AND SANTA CLARA COUNTIES:		
PLUMBER & PIPEFITTER:		
Work on motels and hotels which do not exceed 4 stories in height, excluding garages and parking areas	20.64	5.30
All other work	39.32	10.47

* PLUM0467A 07/01/2000		
SAN MATEO COUNTY:		
PLUMBER; PIPEFITTER; STEAMFITTER	36.44	11.51
REFRIGERATION & AIR CONDITIONING	36.28	11.76

ROOF0027C 09/01/1999		
FRESNO, KINGS, AND MADERA COUNTIES:		
ROOFER	20.40	6.55
FOOTNOTE:		
Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: \$2.00 per hour additional.		

ROOF0040B 08/01/1999		
SAN FRANCISCO & SAN MATEO COUNTIES:		
ROOFER	21.47	10.57

ROOF0081A 08/01/1999		

ALAMEDA AND CONTRA COSTA COUNTIES:	Rates	Fringes
ROOFER	21.45	9.60

ROOF0081E 09/09/1999		
CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:	Rates	Fringes
ROOFER	18.87	5.94

ROOF0095B 08/01/1996		
MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:	Rates	Fringes
ROOFERS:		
Kettle person (2 kettles);		
Bitumastic, enameler,		
coal tar, pitch and		
mastic worker	26.07	6.75
All other work	24.07	6.75

SFCA0483A 01/01/2000		
ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:	Rates	Fringes
SPRINKLER FITTER (FIRE)	34.59	11.20

SFCA0669K 04/01/1999		
CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:	Rates	Fringes
SPRINKLER FITTER (FIRE)	27.35	6.40

SHEE0104A 07/01/1999		
ALAMEDA AND CONTRA COSTA COUNTIES:	Rates	Fringes
SHEET METAL WORKER (does not include metal deck and siding):		
Work on any multi-family dwelling over 4 stories that incorporates a separate and independent unit for heating and/or cooling purposes (excluding built-up central air handling systems)	30.25	12.06
Work on projects with an HVAC contract price of \$270,000 equipped with packaged units or a unitary system; Also, tenant completion work extending from an existing trunk line or an existing water or air loop to registers and/or diffusers; Also, remodel or add-on contracts on existing facilities providing the contract price is \$165,000 or		

less; Also, architectural sheet metal contracts of \$100,000 or less; Also, pre-engineered and pre-manufactured siding	30.03	13.53
All other work	35.32	13.70

SHEE0104B 07/01/1999

	Rates	Fringes
MONTEREY AND SAN BENITO COUNTIES: SHEET METAL WORKER	29.71	11.40

SHEE0104D 07/01/1999

	Rates	Fringes
SAN MATEO COUNTY: SHEET METAL WORKER (does not include metal deck and siding): Work on any multi-family dwelling of 4 stories or more that incorporates a separate and independent unit for heating and/or cooling purposes (excluding built-up central air handling systems)	31.82	11.54
Work with an HVAC contract price of \$250,000 equipped with packaged units or a unitary system; Also, tenant completion work extending from an existing trunk line or air loop to registers and/or diffusers; Also, remodel or add-on contracts on existing facilities providing the contract price is \$150,000 or less; Also, architectural sheet metal contracts of \$100,000 or less; Also, pre-engineered and pre-manufactured siding	32.67	11.94
All other work	36.14	12.68

SHEE0104E 07/01/1999

	Rates	Fringes
SAN FRANCISCO COUNTY: SHEET METAL WORKER (does not include metal deck and siding): Work on any multi-family dwelling of 4 stories or more that incorporates a separate and independent unit for heating and/or cooling purposes (excluding built-up central air handling systems)	32.02	11.41
Work with an HVAC contract price of \$50,000 or less; Also, tenant completion work		

providing the contract price is \$50,000 or less; Also, remodel or add-on contracts on existing facilities providing the contract price is \$50,000 or less; Also, architectural sheet metal contracts of \$100,000 or less; Also, pre-engineered and pre-manufactured siding

34.74 12.77
35.74 13.27

SHEE0104G 07/01/1999

Rates Fringes

SANTA CRUZ COUNTY:
SHEET METAL WORKER

30.65 10.46

SHEE0104H 07/01/1999

Rates Fringes

SANTA CLARA COUNTY:
SHEET METAL WORKER (does not include metal deck and siding):

Work on any multiple family housing unit over 4 stories in height that incorporates a separate and independent unit for heating and/or cooling purposes (excluding built-up central air handling systems)

33.07 11.03

Work with an HVAC contract price of \$250,000 equipped with packaged units or a unitary system; Also, tenant completion work extending from an existing trunk line or air loop to registers and/or diffusers; Also, remodel or add-on contracts on existing facilities providing the contract price is \$150,000 or less; Also, architectural sheet metal contracts of \$100,000 or less; Also pre-engineered and pre-manufactured siding

34.40 10.95
36.49 12.50

SHEE01040 07/01/1999

Rates Fringes

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:
SHEET METAL WORKERS:

Metal deck and siding 27.44 11.80

SHEE0162A 01/01/2000

Rates Fringes

CALAVERAS AND SAN JOAQUIN COUNTIES:
SHEET METAL WORKER

21.96 10.23

* SHEE0162C 07/01/2000

	Rates	Fringes
MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:		
SHEET METAL WORKER (does not include metal deck and siding)	26.54	15.52

* SHEE0162D 06/01/2000

	Rates	Fringes
FRESNO, KINGS, MADERA and TULARE COUNTIES:		
SHEET METAL WORKER	27.07	11.57

SHEE0162M 07/01/1999

	Rates	Fringes
CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:		
SHEET METAL WORKERS:		
Metal deck and siding	29.42	9.52

TEAM0094A 06/16/1999

	Rates	Fringes
TRUCK DRIVERS:		
GROUP 1	21.06	11.46
GROUP 2	21.36	11.46
GROUP 3	21.66	11.46
GROUP 4	22.01	11.46
GROUP 5	22.36	11.46

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.

Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Vacuum trucks, under 7,500 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 35 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks, 7,500 gals. and

over; Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Truck repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 35 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler

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)(v)).

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

DIRECT DEPOSIT AUTHORIZATION FORM

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AUTHORIZATION

I hereby authorize U. S. Army Corps of Engineer, hereinafter called USACE, to initiate direct deposit credit entries to my (our) account indicated below and the financial institution named below, hereinafter called DEPOSITORY, to credit the same to such account

(1) Check One of the following Statements:

I am not currently participating in the Direct Deposit Program **OR** I am currently participating in the Direct Deposit Program
 ADD - Deposit my payment to the account shown. **CHANGE** - Change financial institutions and/or account number.

(2) Installation EROC _____

Name or (Company as shown on invoice): (3)		
Address: (4)		
City: (5)	State:	Zip:
Mailing Address (if different): (6)		
Daytime Phone: () (7)		

Contract # (Optional): _____ If more than one contract, please list on a separate sheet.

**Please ask your Financial Institution for your Depositor Account Number and Routing Number
(Indicate which type account to credit)**

Type of Depositor Account Please check a box.	<input type="checkbox"/> Checking (8)	<input type="checkbox"/> Saving (9)																			
Depositor Account Number (10)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> </tr> </table>																				

Name of Financial Institution: (11)										
Address: (12)										
City: (13)			State:				Zip:			
Routing Number: (14)										
Depositor Account Title: (15)										

Tax ID No. (TIN) for Business: (16)	
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SIGNATURE: (17) _____ **DATE: (18)** _____

Mail To: USACE Finance Center, ATTN: EFT/DISB, 5720 Integrity Drive, Millington, TN 38054-5005

INSTRUCTIONS FOR COMPLETING FORM UFC-DISB-4

- 1. Vendors and/or travelers should indicate if this is an add as a new Direct Deposit to be set up or a change or cancellation. USACE employees already on payroll Direct Deposit who have not completed a travel form should mark ADD.**
- 2. Include the Corps of Engineers District name (example: Savannah) or EROC (example: K6) that wrote the contract authorizing payment. If more than one District issued contracts, prepare a separate form for each District.**
- 3. Include the name or Company as it appears on the invoice. If the contract was written to Bill and Betty Smith, the bill and Direct Deposit form should include both names not Bill Smith.**
- 4. This address should be the physical address of the business.**
- 5. The city and state that match the physical address.**
- 6. The mailing address should include any and all Remit to/payment addresses that are different from the physical address. (If more space is needed, include an attachment page with all addresses listed). This is VERY IMPORTANT since we load the routing and bank account number on each payment address.**
- 7. Include daytime phone number in case there are questions concerning the completed form.**
- 8. Check if the bank account number furnished is a checking account.**
- 9. Check if the bank account number furnished is a savings account.**
- 10. Include bank account number, one number in each slot. This number can be found on the front of the check.**
- 11. The full name of the bank for the account.**
- 12/13. An accurate address for the bank.**
- 14. The routing number for the bank. It is located on the face of the check. This is always a nine digit NUMBER. Enter one number in each space.**
- 15. Depositor account title is the name registered with the bank on the bank account.**
- 16. For businesses include the IRS tax ID number. For an individual use the social security number.**
- 17. Businesses should have a signature of an officer of the company. Individuals should sign. If the Direct Deposit form/contract is written in the name of Bill and Betty Smith, both individuals should sign.**
- 18. Date of the authorization.**

PREAWARD SURVEY OF PROSPECTIVE CONTRACTORS
CONSTRUCTION CONTRACTS

It is the general policy of the Department of Defense that contracts shall be awarded only to contractors determined to be responsible in accordance with Part 9 of the Federal Acquisition Regulation (FAR).

No contract shall be awarded to any person or firm unless the Contracting Officer first makes an affirmative determination that the prospective contractor is responsible within the meaning of the FAR, Part 9.

Before making a determination of responsibility, the Contracting Officer shall have in his/her possession or obtain information sufficient to satisfy himself/herself that a prospective contractor currently meets the minimum FAR Part 9 standards.

In order to make the required determination and also to expedite the contract award, the following information must be submitted by the Contractor as directed (see Section 00100, SAACONS 52.0209-4501):

- A. COMPLETED CONTRACTOR EXPERIENCE DATA FORM WITH SUPPLEMENTAL SCHEDULES A-D (ATTACHED).
- B. LATEST FINANCIAL STATEMENTS. IF THE FINANCIAL STATEMENT IS MORE THAN 60 DAYS OLD, SUBMIT A CERTIFICATE STATING THAT THE FIRM'S FINANCIAL CONDITION IS SUBSTANTIALLY THE SAME, OR, IF NOT THE SAME, STATE THE CHANGES THAT HAVE TAKEN PLACE.
- C. PROVIDE LETTERS FROM BANKS OR OTHER FINANCIAL INSTITUTIONS WITH WHICH THE CONTRACTOR CONDUCTS BUSINESS. THE LETTERS SHOULD CONTAIN INFORMATION ABOUT YOUR FIRM'S ACCOUNTS, LOANS, LINES OF CREDIT, ETC., PROVIDING INFORMATION LEADING TO A DETERMINATION THAT YOUR FIRM IS "RESPONSIBLE" AS DEFINED IN THE FEDERAL ACQUISITION REGULATION, PART 9, "HAS THE FINANCIAL RESOURCES TO PERFORM THE CONTRACT OR THE ABILITY TO OBTAIN THEM". THE GOVT IS INTERESTED IN FINANCIAL STABILITY, TIMELY PAYMENTS, THE LENGTH AND NATURE OF THE RELATIONSHIP BETWEEN THE FIRM AND THE FINANCIAL INSTITUTION, ETC. WHICH REVEALS THE FIRM'S FINANCIAL ABILITY TO PERFORM THE CONTRACT. THE LETTERS SHOULD ALSO PROVIDE THE NAME AND TELEPHONE NUMBER OF THE BANK REPRESENTATIVE THE GOVERNMENT MAY CONTACT.

BE SURE TO INCLUDE IN YOUR PREAWARD SURVEY, INFORMATION ON ANY CONTRACTS YOU HAVE HAD WITH THE SACRAMENTO DISTRICT OR LOS ANGELES DISTRICT, CORPS OF ENGINEERS, WITHIN THE LAST 12 MONTHS.

THESE DOCUMENTS SHALL BE TREATED BY THE GOVERNMENT AS CONFIDENTIAL.

CONSTRUCTION CONTRACTOR EXPERIENCE DATA			DATE (Day, Month, Year)			
1. FIRM NAME			2. MAIN OFFICE ADDRESS (Street, City, State and Telephone)			
3. BRANCH OFFICES			4. SERVICES RENDERED <input type="checkbox"/> CONSTRUCTION <input type="checkbox"/> DESIGN <input type="checkbox"/> CONSULTANT			
5. ORGANIZATION <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION		6. DATE ORGANIZED		7. DATE INCORPORATED AND STATE		
8. NAMES OF OFFICERS AND OTHER KEY PERSONNEL						
I - PRESENT PAYROLL PERSONNEL (List Number of Each Category Below)						
PARTNERS	OFFICERS	OTHER KEY	REMAINDER	TOTAL	SUBTOTAL PERMANENT MAXIMUM PERSONNEL AT ANY TIME	
					DATE _____	
II - EQUIPMENT OWNED			III - FINANCIAL DATA AS OF (Date) _____			
PRESENT VALUE (\$)	ACQUISITION COST (\$)	CURRENT ASSETS		CURRENT LIABILITIES	NET WORTH	
IV - TOTAL CONTRACT VALUE OF CONSTRUCTION AND DEMOLITION IN PAST SIX YEARS EXCLUSIVE OF JOINT VENTURE				V - LARGEST JOB EVER CONTRACTED (If Other Than In Past Six Years)		
19__ \$	LARGEST JOB IN PAST SIX YEARS			CONTRACT AMOUNT	DATE	
19__ \$	CONTRACT AMOUNT	DATE		DESCRIPTION		
19__ \$	DESCRIPTION					
19__ \$						
19__ \$						
19__ \$						
AVERAGE ANNUAL \$ INCOME			OWNER			
VI - TYPE OF WORK IN WHICH FIRM SPECIALIZES						
VII - TYPE OF WORK AND ACCEPTABLE LOCATIONS FOR WHICH FIRM DESIRES TO BE CONSIDERED						
VIII - COST-REIMBURSEMENT TYPE CONTRACTS						
AGENCY OR OWNER	DATE	DESCRIPTION		AMOUNT		
TYPED NAME AND POSITION OR TITLE OF PERSON SIGNING				SIGNATURE		

NOTE: Use reverse side for remarks, explanations, or detailed description of items requested above.

SCHEDULE A

CONSTRUCTION CONTRACTOR EXPERIENCE DATA

EXISTING COMMITMENTS: (List below the construction projects your firm has under way on this date, including those on which you are presently low bidder but have not received an award.)

<u>CONTRACT NUMBER AND AMOUNT</u>	<u>DESCRIPTION OF WORK</u>	<u>FOR WHOM PERFORMED*</u>	<u>PERCENT COMPLETE</u>	<u>PERCENT SUBLET</u>
---------------------------------------	----------------------------	----------------------------	-----------------------------	---------------------------

* PROVIDE NAME OF ORGANIZATION, POINT OF CONTACT AND TELEPHONE NUMBER FOR CONTACT.

SCHEDULE B

CONSTRUCTION CONTRACTOR EXPERIENCE DATA

EXPERIENCE DATA: (List below the principal construction projects your firm has completed within the past six (6) years.)

<u>CONTRACT NO.</u>	<u>AMOUNT</u>	<u>DESCRIPTION/LOCATION</u>	<u>CONTACT PERSON/PHONE NO</u>	<u>PERCENT SUBLET</u>
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SCHEDULE C

CONSTRUCTION CONTRACTOR EXPERIENCE DATA

CONSTRUCTION AND/OR TECHNICAL EQUIPMENT: (List total equipment and facilities owned for performing the work and present status as to whether or not it is committed to existing contracts.)

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>CONDITION</u>	<u>YEARS OF SERVICE</u>	<u>PRESENT STATUS</u>
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SCHEDULE D

CONSTRUCTION CONTRACTOR EXPERIENCE DATA

TO BE COMPLETED IF PROPOSED MILITARY CONSTRUCTION CONTRACT EXCEEDS \$1,000,000.

A. Each contract awarded within the preceding three-month period exceeding \$1,000,000 in value with brief description of the contract:

B. Each contract awarded within the preceding three-year period not already physically completed and exceeding \$5,000,000 in value with brief description of the contract:

November 15, 1999

COMPLETION OF AS-BUILT DRAWINGS
BY CONSTRUCTION CONTRACTOR

INTRODUCTION:

As-Built drawings are prepared to show changes made to the project during construction, and are the official records of the project at the time of construction completion. All additions, deletions and other changes made during construction are indicated by modifying the original contract drawings and specifications. Accurate as-built drawings are very important for operation and maintenance, and when modifications to a facility are made in the future, particularly for plumbing and electrical systems which are hidden from view.

Instructions for preparing high-quality As-Built drawings are contained in the following paragraphs.

MARKED-UP PRINTS: (Working As-Built)

Whenever changes, additions or deletions from the original design are made during construction, they **will immediately** be noted on each of the as-built print set and in the as-built specification, as appropriate. **No other** marks, doodles, notes, or annotations shall be put on these sets of as-built prints. All changes from the contract plans which are made in the work or additional information which might be uncovered in the course of construction will be accurately and neatly recorded as they occur by means of details and notes. All changes and/or required additions to the paper prints will be clearly identified in color contrasting to blue or black, preferably **red**. The as-built print sets will be annotated in as much detail as necessary to clarify exactly what construction changes were performed.

Areas of Concern: The following are some of the general items that need some special checking to ensure that the marked-up prints are complete and accurate:

(1) Location, size and type of existing and new utility lines, especially underground lines within the construction area. Measurements will be shown for all change of direction points and all surface or underground components such as valves, manholes, drop inlets, clean outs, meters, etc. The descriptions of exterior utilities shall include the actual quantity, size, and material of the utility lines.

(2) Layout and schematic drawings of electrical circuits and piping.

(3) Correct dimensions and details transferred from shop drawings.

(4) Verification of alignment, cross section, and layout of the earthwork.

(5) Actual location of anchors, construction and control joints, etc., in concrete.

(6) Changes in location of equipment and architectural features.

(7) Cross out such words and phrases as "optimal requirement," "or equal," etc., and list specifically the items of material provided.

(8) Unusual or uncharted obstructions that are encountered in the contract work area during construction.

(9) Location, extent, thickness, and size of stone protection particularly where it will be normally submerged by water.

Mark-up Guidelines: The following information is provided to the Contractor as suggestion to improve the quality of the marked-up prints and thereby facilitate preparation of as-built drawings after construction. The most important guideline is that the marked-up changes on the prints shall be complete and understandable. The draftsman who later will make the corrections on the original tracings likely will not have worked on the original design and probably will not have been on-site during the construction of the project. Visits to the site by the draftsman, or visits to the draftsman by the construction superintendent, can be minimized by providing complete and understandable marked-up prints.

(1) Use written explanations on As-Built drawings more frequently to describe changes - do not rely totally on graphic means to convey the revision.

(2) Legibility of lettering and digit values shall be precise and clear when marking prints, and clarify ambiguities concerning the nature and application of change involved.

(3) Wherever a revision is made, make changes to affect related section views, details, legend, profiles, plans and elevation views, schedules, notes and call-out designations, and mark accordingly to avoid conflicting data on all other sheets.

(4) When changes are made, cross out all features, data and captions that relate to that revision.

(5) When changes are required on small scale drawings and in restricted areas, suggest large scale inserts be drawn or sketched, with leaders to the location where applicable.

(6) Be sure descriptive markings in red conform with legend symbols shown, or provide a legend if other colors are used.

(7) Be sure to add and denote in legend, any additional equipment or material facilities, service lines, etc., incorporated under As-Built Revision if not already shown in legend.

(8) When attached prints (or sketches) are provided with marked-up print, indicate whether a) entire drawing shall be added to contract drawings or b) whether the contract drawings shall be changed to agree, or c) for reference only to further details not required for initial design.

(9) Make the comments on the drawing complete without reference to letters, memo's, or materials that are not also a part of the As-Built.

(10) Annotating the drawing, "Per Change Order #42," means nothing when the actual change order states, "added an additional 12 duplex" outlets or similar statements. The same is true when the drawing is marked, "changed per COE instructions." This office and ultimately the using organizations must know what was changed, how it was changed, where the items(s) were relocated to and how the affected connections were altered. Change Orders usually do not provide information as to how the facility was changed, only what was changed.

(11) The markups shall be accomplished on blue or black line copies of the **most current originals**. Frequently the packages received consist of blue or black lines which do not include one or more revisions made on the originals through the amendment process prior to contract award. This raises the question, which drawing was used for construction? This is especially true if major revision to the facility have been made on the originals.

(12) Shop drawings are to be incorporated into the As-Built drawings. They will be provided in electronic CAD file format (or 3 mil double matte polyester or photo mylar for non-electronic contracts). Hand drawn or plotted paper shop drawings will not be accepted as submittals.

The quality of shop drawings which normally accompany "As-Built" packages are **not** usable as original drawings for several reasons.

a) The "shop drawings" are not reproducible in blue line form.

b) The drawings are not of an adequate scale or are drawn to no scale and are not transferable to the CORPS drawings due to

lack of information.

c) The limited numbers of reproducible shop drawings that have been received have not been on the Corps of Engineers standard sheets sizes making it difficult to convert these drawings to standard COE drawings.

Any drawing provided by non-COE sources will be drawn in CAD. Sheets shall be drawn at the same scale as similar drawings in the set (example: Fire alarm systems shall be drawn to the same scale as the plumbing or electrical drawings). The drawing shall meet the same standards required for the rest of the drawings set. Details and sketches shall be tied to existing drawings by sheet number, detail number, etc.

AS-BUILT DRAWINGS: (Final As-Builts)

The contractor will transfer the changes from the marked-up prints to the original electronic CAD files (or original mylar drawings).

DRAFTING STANDARDS:

The Corps requires that standard professional engineering drafting practices be utilized in correcting the original contract mylar or electronic CAD drawings to show as-built conditions. In general, the letter styles, line thickness, and scale will be the same as the original drawings. Corrections will be made in black ink, unless the originals are prepared in pencil, in which case the corrections also will be in pencil. When shop drawings or other sheets are added, they will be drawn in electronic CAD or on 3 mil double matte mylar or reproduced on photo mylar and will be the same size and layout as the original drawings. The following specific requirements apply to the preparation of as-built drawings:

The Title Sheet (first sheet): The first sheet will be labeled with the word AS-BUILT (stamp to be purchased by the contractor). The words CONTRACT NUMBER and the actual contract number will be entered using a size 140 Leroy templet and a No. 1 pen (or equal CAD font style and size) as shown on attachment 1. The contract number contains the Fiscal Year, the letter C (for construction), and the sequence number (example: 96-C-0000). No other work need be done on this sheet unless sheets are being added or deleted from the List of Drawings or other actual changes are made on this sheet. (See attachment 1.)

The second and subsequent sheets: All the sheets following the title sheet will be labeled with the AS-BUILT stamp. (See Attachment 2.)

Signature representation (CAD files only): All signatures that appear on the approved original design drawings need to be represented on all the electronic as-built files. The format

for these are /s/Name (i.e. /s/Raymond Dennis). The only name that does not require the /s/ is the District Commander's name that appears only on the cover sheet (the title sheet). (See Attachments 1 & 2.)

Revisions Block entries: Those sheets which have no changes will only be labeled AS-BUILT as described above. Those sheets which have changes shown on them will have REVISED AS-BUILT entered in the first available space. This will be revision one and a number 1 will be entered in the triangle at the beginning of that line. In the event the sheet has already been revised and a number and revision appear in the revision lines the next sequential number will be used. Normally the first entry is made in the first line. The completed originals drawings (or CAD files) will be reviewed for accuracy and initialed by the Contractor. (See Attachments 2 & 3.)

Marking Revisions: All changes will be indicated by placing an equilateral triangle (3/8" per side) near the area revised. Where several items in a table or detail are changed (or completely redrawn), one triangle may be placed near the table or detail title. This same method may be used for general revisions to floor plans and system plans (plumbing, electrical, a/c, heating); when a major portion of the drawing is changed, the triangle may be placed near the diagram, detail, section or plans title. When only a few items are revised, added or deleted a triangle will be placed near each item. The triangles will contain the same number as the As-Built revision on that sheet. (See Attachment 4.)

Revision Procedure: Deletion - when the marked-up print indicates an item was not installed, the item will be crossed out on the drawing along with any associated devices, connecting lines, ducts, pipes etc., including notes and dimensions. When a detail is indicated as not being used, the detail may be boxed and NOT USED lettered across the detail. A box will be drawn on the (reverse side for manual drawings) sheet with an X as shown in Attachment 5. The words NOT USED will be in heavy block lettering a minimum of 5/8" high. A triangle and revision number will be placed inside the box where notes are indicated as not being used. Notes - a line may be drawn thru the note or line item in a table in lieu of erasing the line item or note. The line will be drawn on the reverse side for manual drawings. A triangle and number will be placed near the deleted item. Additions - When the marked-up print indicates items have been added, the new or additional item or items will be drawn on the original and associated connections made if the print indicates such connections. A triangle and number will be placed near the new item. All lettering **will conform** to the existing lettering on each sheet.

Relocations: When the marked-up print indicates an item has been moved and the new location is shown or indicated, the item will be drawn in the new location and erased from the old location. All connections will be transferred if applicable, such as wiring, piping, ducts. Revision triangles with appropriate number will be shown at the new and old location.

Drawing continuity: The applicable drawings shall be marked-up when a change was made, although this will not always be the case. Final responsibility for drawing continuity is

with the person doing the As-Built. When one floor plan indicates a wall, room, doors etc., has been changed, the same change shall be made on all other applicable drawings. When the change is applicable to only one discipline such as electrical and does not directly affect other discipline sheets, a note may be added to other discipline sheets such as "See sheet _____ for As-Built Conditions."

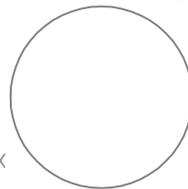
Shop drawings: When shop drawings are added to the original contract drawing set they need to be appropriately labeled with the Sacramento District file number, and discipline and sequence sheet number. The Index of Drawings will also need to be revised to show the additional sheet (s) with the appropriate sheet title. In the case where the shop drawing are smaller than the Corps standard sheet size (i.e. 8.5"x11" or 11"x17" etc.) the sheets will be cut into a standard Corps sheet size border sheet and appropriately labeled. (For additional information refer to Mark-up Guidelines, Shop drawings above.)

CAD Standards: All asbuilt "triangled" changes (refer to MARKED REVISIONS paragraph above) shall be on a separate single layer named ASBUILT, using a single color with an associated medium pen width. Electronic CAD file and shop drawings will conform to the Sacramento District CAD Standards and the Tri-Services CAD Standards. File Naming Convention will be maintained on all existing CAD files and followed for any new files added. (Refer to <http://www.spk.usace.army.mil/cespk-ed/cadd/standards.html>)

AS-BUILT
CONTR. NO: XX-C-XXXX

PRIMARY LOCATION

ALTERNATE LOCATION



AS-BUILT
CONTR. NO: XX-C-XXXX

Sheet reference number:
SHT#
SEQ#

BASE_NAME
PROJECT_TITLE_1
PROJECT_TITLE_2
SHEET_NAME
SHEET_NAME_2
SHEET_NAME_3
STATE

Approved Functional Adequacy Title /s/PRINTED_NAME MM/DD/YY Date	Designed by DESIGNER Spec No. SPEC File Name FILE_NAME	Drawn by DRAFTER Design File No FILE Plot Date PLOT_DATE	Approved /s/PRINTED_NAME MM/DD/YY Date Chief, Engineering Division Prepared Under the Direction of COMMANDERS_NAME Col. Corps of Engineers District Engineer
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AS-BUILT
CONTR. NO: XX-C-XXXX



DATE APPROVAL	DISCUSSION	DATE APPROVAL
DATE APPROVAL 1	DISCUSSION 1	DATE APPROVAL 1
DATE APPROVAL 2	DISCUSSION 2	DATE APPROVAL 2
DATE APPROVAL 3	DISCUSSION 3	DATE APPROVAL 3
DATE APPROVAL 4	DISCUSSION 4	DATE APPROVAL 4
DATE APPROVAL 5	DISCUSSION 5	DATE APPROVAL 5
DATE APPROVAL 6	DISCUSSION 6	DATE APPROVAL 6
DATE APPROVAL 7	DISCUSSION 7	DATE APPROVAL 7
DATE APPROVAL 8	DISCUSSION 8	DATE APPROVAL 8

Initials of person checking revisions
Initials of person doing revisions

Designed by	Date	Rev.
DESIGNER	DATE APPROVAL	REV.#
Drawn by	Design File no	
DRAWN BY	FILE.ND	
Reviewed by	SPEC. No.	
REVIEWED BY	SPEC.ND	
Submitted by	File name FILE_NAME	
SIGNATURE	Plot date PLOT_DATE	
CHIEF	Plot scale PLOT_SCALE	

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS
SACRAMENTO, CALIFORNIA

A/E NAME AND ADDRESS

STATE

PROJECT_TITLE_1
PROJECT_TITLE_2

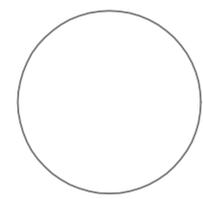
SHEET_NAME
SHEET_NAME_2
SHEET_NAME_3

Sheet reference number:

SHT#

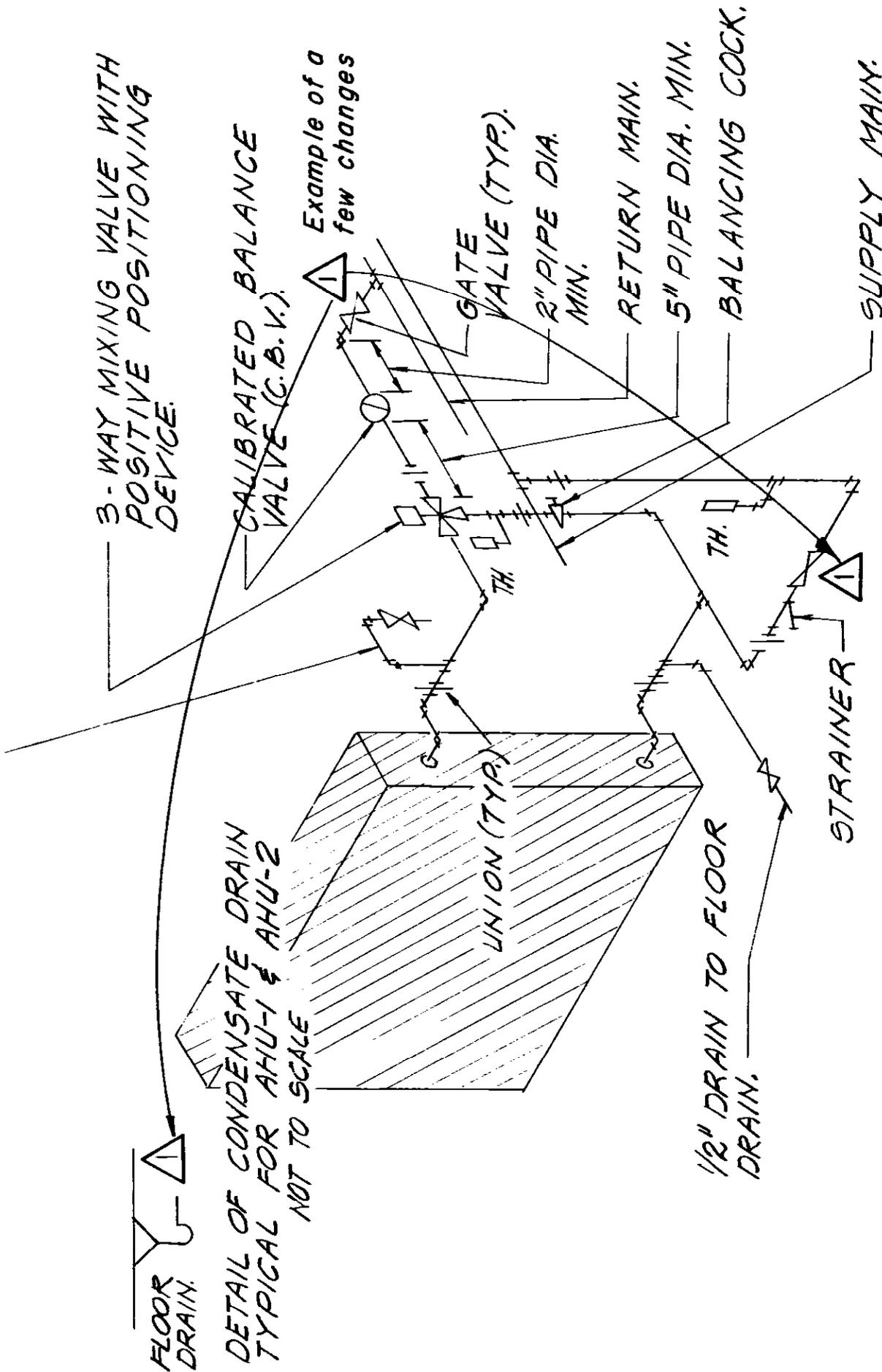
SEQ#

AS-BUILT



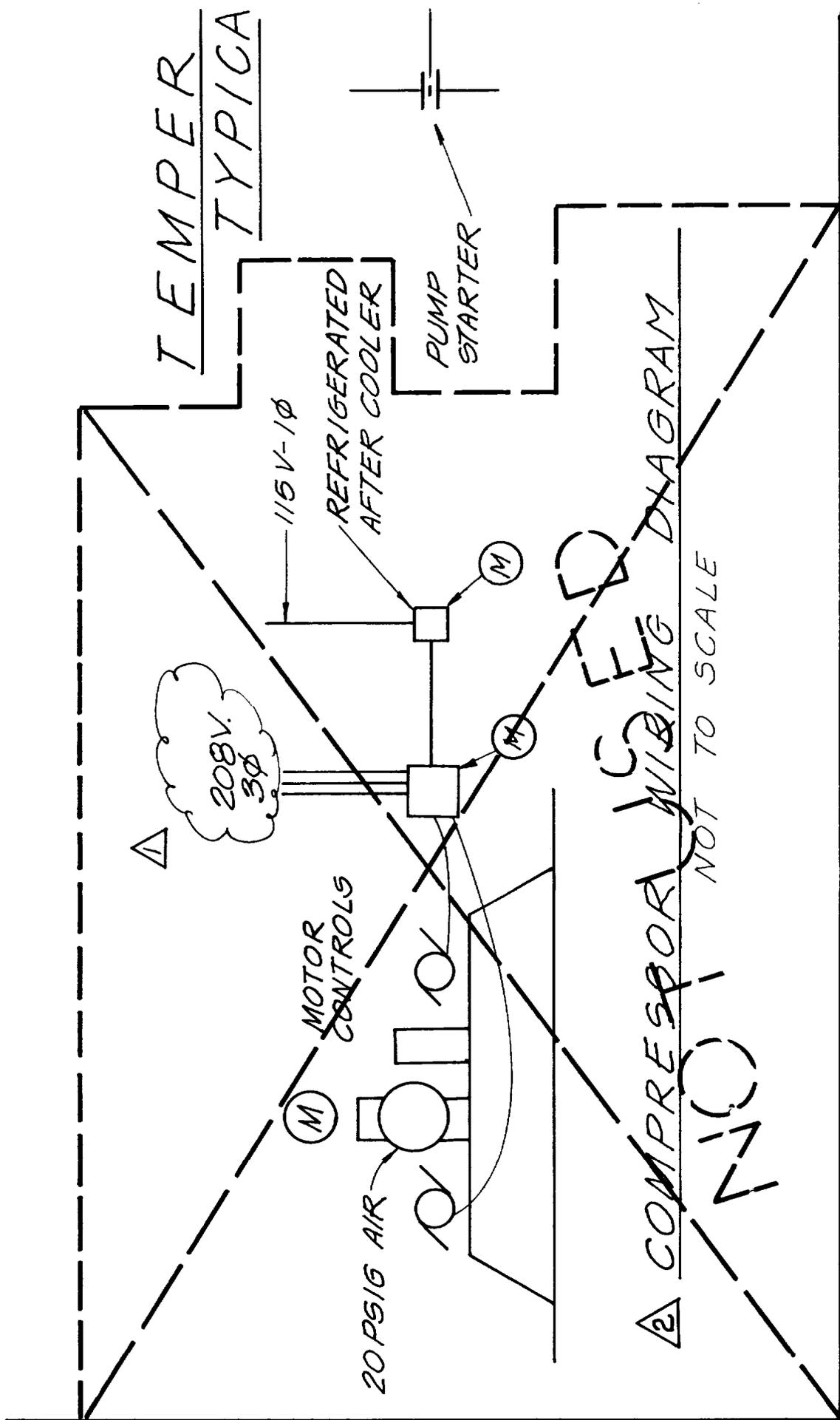
AS-BUILT

PRIMARY LOCATION
ALTERNATE LOCATION



TYPICAL CONNECTIONS
TO CHILLED WATER COILS.

NOT TO SCALE
 Example of general revisions



When an entire Detail, Section or View has been deleted it is indicated. Solid heavy lines are drawn on the back side of the sheet. "VOID" or "NOT USED" is lettered on the front. Dashed lines shown here for clarity.

TECHNICAL SPECIFICATIONS

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TECHNICAL SPECIFICATIONS

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01415	METRIC MEASUREMENT
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SECTION 01330

SUBMITTAL PROCEDURES

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SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUBMITTAL IDENTIFICATION

SD-01 Data

SD-04 Drawings

SD-06 Instructions

SD-07 Schedules

SD-08 Statements

SD-09 Reports

SD-13 Certificates

SD-14 Samples

SD-18 Records

SD-19 Operation and Maintenance Manuals

1.2 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.2.1 Government Approved

Governmental approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings."

1.2.2 Information Only

All submittals not requiring Government 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 SUBMITTAL REVIEW AND APPROVAL

Before submission, Contractor shall review all submittals prepared by subcontractors, suppliers, and himself, for completeness, accuracy, and compliance with plans and specifications. Contractor shall not use red markings on submittals. Red markings are reserved for use by the Contracting Officer. Approval by Contractor shall be indicated on each drawing by an

"Approved" stamp with Contractor's name, signature, and date. The Contractor shall have independent agents not associated with his organization to do the review. The review shall be done by a licensed architect or registered engineers in the appropriate disciplines of architectural, civil, structural, mechanical and electrical, as appropriate. The reviews shall be thorough and complete and authenticated by registered engineer's or architect's stamp. This administration of submittal review must be integrated into the Contractor's Quality Control Plan. The plan must delineate in precise detail how the Contractor intends to satisfy this requirement. This should include names of organizations, qualifications and names of individuals who will be doing the work with their qualifications/resumes. Supplier's or subcontractors certifications are not acceptable as meeting this requirement of independent review. Submittals not conforming to the requirements of this section will be returned to the Contractor for correction and resubmittal.

1.4 APPROVED SUBMITTALS

The Contracting Officer's approval 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 CQC requirements of this contract 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.

1.5 DISAPPROVED 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.

1.6 SUBMITTALS

The Contractor may be required to mail Submittals to multiple locations as directed. The location(s) for Government review of Contractor Submittals will be determined at a meeting between the Contractor and the Administrative Contracting Officer.

1.7 PAYMENT FOR ITEMS FOR WHICH A SUBMITTAL AND APPROVAL IS REQUIRED

In accordance with FAR 52.232-5, "Payments Under Fixed-Price Construction Contracts", the Government shall make progress payments to the Contractor monthly based on estimates of work accomplished which meets the standards of quality established under the contract. On items for which submittals must be approved by the Contracting Officer, payment cannot be made for the item until the Government establishes that the item "meets the standards of quality" required by the contract. The Contractor shall not invoice for, nor shall the Government make payment for any item, for which submittal and

approval is required, until the item has been submitted and approved as described herein.

PART 2 PRODUCTS (Not Applicable)

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 in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) representative and each item shall be stamped, signed, and dated by the CQC representative indicating action taken. Proposed deviations from the contract 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 (ENG FORM 4288)

At the end of this section is one set of ENG Form 4288 listing 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 will also be given the submittal register files, containing the computerized ENG Form 4288 and instructions on the use of the files. Columns "d" through "r" have been completed by the Government; the Contractor shall complete columns "a" and "s" through "u" and submit the forms (hard copy plus associated electronic file) to the Contracting Officer for approval within thirty (30) calendar days after Notice to Proceed. The Contractor shall keep this diskette up-to-date and shall submit it to the Government together with the monthly payment request. The approved submittal register will become the scheduling document and will be used to control submittals throughout the life of the contract. The submittal register and the progress schedules shall be coordinated.

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 35 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.

3.4 TRANSMITTAL FORM (ENG FORM 4025)

The Contractor shall complete ENG Form 4025, "Transmittal of Shop Drawings, Equipment Data, Material Samples, or Manufacturer's Certificates of Compliance" and forward six (6) copies of same with each set of shop drawings, certificates of compliance, materials, fixtures and equipment lists submitted for approval. Four (4) copies of the ENG Form 4025 shall be submitted for information only data. No translucent or coated reproduced copies will be accepted. Each item submitted shall be listed separately on the ENG Form 4025. For new submittals or resubmittals mark the appropriate box; or resubmittals also insert previous transmittal number. Blank ENG Forms 4025 will be furnished by the Contracting Officer on request. Shop drawings shall be either blue line or black line prints on a white background. Blueprints are not acceptable. Each submittal shall be identified with the Contractor's name, Contract Number, Transmittal Number, and Item Number to correspond with Item Number listed on ENG Form 4288. The following identification shall be marked on submittals as applicable:

- Contract Number
- Project Title and Location
- Subcontractor's Name
- Supplier's Name or Manufacturer's Name
- Specification Section and Paragraph Number
- Contract Drawing File Number

3.5 SUBMITTAL PROCEDURE

Submittals shall be made as follows:

3.5.1 Procedures

Submittals required by the CONTRACT CLAUSES and other non-technical parts of the contract are not included in this section. The Contractor shall submit to the Contracting Officer: six (6) copies for approval, and four (4) copies for information only, of all shop drawings, certificates of compliance, materials, fixtures and equipment lists called for under the various headings of these specifications. These drawings, certificates and lists shall be complete and detailed and, prior to submission, must be reviewed and certified correct by the Contractor as required by the Quality Control System paragraph of the Construction Quality Control Section. If approved by the Contracting Officer, four (4) sets of all submittals will be retained by the Contracting Officer and two (2) sets will be returned to the Contractor. Submittals for information only usually will not be returned. The Contractor is encouraged to submit paper documents that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

3.5.2 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.

3.6 SPARE PARTS LIST AND MAINTENANCE OPERATIONS MANUALS:

Within 30 calendar days after approval of shop drawings and equipment lists, the Contractor shall submit, to the Contracting Officer, **3** copies of spare parts lists and operating and maintenance manuals as required under the various headings of these specifications.

(A) Spare parts lists shall contain the following listed information:

- (1) Quantity of parts required for 120 days and one year of operation.
- (2) Description of each spare part.
- (3) Drawing number and shop drawing reference.
- (4) Part equipment code number.
- (5) Unit price of each item.
- (6) Total price of all items.
- (7) Procurement lead time with particular attention to long lead times.
- (8) Name and address of nearest supplier.
- (9) Such remarks and data as the manufacturer may consider pertinent.
- (10) Complete parts list of all replaceable items.

(B) Operation, Maintenance, and Repair Manuals and Instructions:

(1) The requirements for furnishing operating, maintenance, and repair data/manuals and field instructions under this contract are specified in the Technical Specifications. The Contractor shall submit to the Contracting Officer, not later than 60 calendar days after the Notice to Proceed, an outline showing the proposed submittal date(s) of operation and maintenance manuals to be furnished the Government and the scheduled date(s) of all required field instructions to be provided by Contractor furnished personnel or manufacturer's representatives. All operation and maintenance manuals must be furnished to the Contracting Officer not later than 60 calendar days prior to turnover of the facility to the Government.

3.7 AS-BUILT DRAWINGS

([Internet Address: http://www.cbbs.spk.usace.army.mil/html/aeguide.html](http://www.cbbs.spk.usace.army.mil/html/aeguide.html).)

3.7.1 Definitions

3.7.2 Working As-Built Drawings. The Contractor shall maintain a current record of the work as actually constructed in the form of working as-built drawings. These will typically be red-line mark-ups of the construction plans. The quantity of sets to be red-lined can be found under the paragraph below, Submittal Requirements for Review and Approval. It is the Contractor's responsibility to ensure the use of the most current drawings. Subject to the approval of the Contracting Officer, a member of the Contractor's Quality Control Organization will be assigned the sole responsibility for the maintenance and currency of the as-built drawings. Any reassignment of duties concerning the maintenance of the as-built drawings will be promptly reported to the Contracting Officer. Guidelines and drafting standards for preparing working and final as-built drawings can be found on the Internet.

These instructions include submittal requirements for shop drawings. All other submittals and O&M Manuals will be reviewed and submitted as per other Technical Specification Section requirements.

3.7.3 Final As-Built Drawings. The Contractor shall prepare final, record copy drawings which depict the actual conditions upon completion of construction. The deliverable required shall be in both hard copy and electronic format. The final approved submittal shall be in electronic format only.

3.7.3.1 Submittal Requirements for Review and Approval.

3.10.3.1.1 Working as-built drawings. **(Government Approved - See ATTACHMENT, CONTRACTOR PREPARED AS-BUILTS)** Three sets of red-line markups shall be submitted after the completion of work at 25% intervals (i.e. 25%, 50%, 75%, and 100%), for bid items, if appropriate, or with more frequent intervals as determined by the Contracting Officer, in conjunction with approval of progress payments.

3.7.3.1.2 Final as-built drawings. **(Government Approved - See ATTACHMENT, CONTRACTOR PREPARED AS-BUILTS)** All three sets of red-line markups and one new set (hard copy bond or blue-line) of completed final as-built drawings shall be submitted for review within 10 working days prior to the pre-final inspection. If upon review, the drawings are found to contain errors and/or omissions, they shall be returned to the Contractor for corrections.

Within 15 calendar days after the final project inspection, the Contractor shall submit for approval the one copy of updated red-line mark-up CADD files depicting final as-built conditions. If upon review by the Sacramento District, the drawings are found to contain errors and/or omissions, they shall be returned to the Contractor for corrections.

Within 45 calendar days after the final inspection, the Contractor shall transfer the final as-built drawings to the Government according to Paragraph, End-User (Customer Requirements).

3.7.4 End-User (Customer) Requirements

3.7.4.1 CADD Format.

AutoCAD Release 14 for use on NT 4.0 Operating System. (No conversion of format will be allowed.)

3.7.4.2 Hard Copy Media and Quantities.

Two(2) full-size 22" x 34" reproducible sets on vellum.

3.7.5 Delivering electronic files.

Specific instructions for labeling disks or CD-ROMs, directory structure, indexing and additional documentation requirements are listed on the Internet. ([Internet Address: http://www.cbbs.spk.usace.army.mil/html/aeguide.html](http://www.cbbs.spk.usace.army.mil/html/aeguide.html).)

3.8 GEOTECHNICAL AND CONCRETE MATERIALS REPORT

Contractor shall prepare an as constructed geotechnical and concrete materials report for project. For additional information see ([Internet Address: http://www.cbbs.usace.army.mil/net/usace-docs/eng-regs/er1110-1-1901/toc.htm](http://www.cbbs.usace.army.mil/net/usace-docs/eng-regs/er1110-1-1901/toc.htm))

3.9 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."

3.10 GOVERNMENT 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. Four (4) copies of the submittal will be retained by the Contracting Officer and two (2) copies of the submittal will be returned to the Contractor.

3.11 INFORMATION ONLY 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 contract. 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.

3.12 STAMPS

Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

CONTRACTOR (Firm Name)
 _____ Approved
 _____ Approved with corrections as noted on submittal data and/or attached sheets(s).
SIGNATURE: _____
TITLE: _____
DATE: _____

-- End of Section --

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SECTION 01410

ENVIRONMENT PROTECTION

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PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

SECTION 01410

ENVIRONMENT PROTECTION

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

The Contractor shall perform the work minimizing environmental pollution and damage as the result of construction operations. 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 utility of the environment for aesthetic, cultural and/or historical purposes. The control of environmental pollution and damage requires consideration of land, water, and air, and includes management of visual aesthetics, noise, solid, chemical, gaseous, and liquid waste, radiant energy and radioactive materials, as well as other pollutants. 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 contract.

1.1.1 Subcontractors

The Contractor shall ensure compliance with this section by subcontractors.

1.1.2 Environmental Protection Plan

The Contractor shall submit an environmental protection plan within 15 days after receipt of the notice to proceed. Approval of the Contractor's plan will not relieve the Contractor of responsibility for adequate and continuing control of pollutants and other environmental protection measures. The environmental protection plan shall include, but shall not be limited to, the following:

a. A list of Federal, State, and local laws, regulations, and permits concerning environmental protection, pollution control and abatement that are applicable to the Contractor's proposed operations and the requirements imposed by those laws, regulations, and permits.

b. Methods for protection of features to be preserved within authorized work areas like trees, shrubs, vines, grasses and ground cover, landscape features, air and water quality, fish and wildlife, soil, historical, archaeological, and cultural resources.

c. Procedures to be implemented to provide the required environmental protection, to comply with the applicable laws and regulations, and to correct pollution due to accident, natural causes, or failure to follow the procedures of the environmental protection plan.

d. Location of the solid waste disposal area.

e. Drawings showing locations of any proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials.

f. Environmental monitoring plans for the job site, including land, water, air, and noise monitoring.

g. Traffic control plan including measures to reduce erosion of temporary roadbeds by construction traffic, especially during wet weather, and the amount of mud transported onto paved public roads by vehicles or runoff.

h. Methods of protecting surface and ground water during construction activities.

i. Plan showing the proposed activity in each portion of the work area and identifying the areas of limited use or nonuse. Plan should include measures for marking the limits of use areas.

j. A recycling and waste prevention plan with a list of measures to reduce consumption of energy and natural resources; for example: the possibility to shred fallen trees and use them as mulch shall be considered as an alternative to burning or burial.

k. Training for Contractor's personnel during the construction period.

1.1.3 Permits

The Contractor shall obtain all needed permits or licenses. The Government will not obtain any permits for this project; see Contract Clause PERMITS AND RESPONSIBILITIES.

1.1.4 Preconstruction Survey

Prior to starting any onsite construction activities, the Contractor and the Contracting Officer shall make a joint condition survey after which the Contractor shall prepare a brief report indicating on a layout plan the condition of trees, shrubs and grassed areas immediately adjacent to work sites and adjacent to the assigned storage area and access routes as applicable. This report will be signed by both the Contracting Officer and the Contractor upon mutual agreement as to its accuracy and completeness.

1.1.5 Meetings

The Contractor shall meet with representatives of the Contracting Officer to alter the environmental protection plan as needed for compliance with the environmental pollution control program.

1.1.6 Notification

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with the previously mentioned Federal, State or local laws or regulations, permits, and other elements of the Contractor's environmental protection plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of proposed corrective action and take

such action when approved. If the Contractor fails 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 time extensions shall be granted or costs or damages allowed to the Contractor for any such suspensions.

1.1.7 Litigation

If work is suspended, delayed, or interrupted due to a court order of competent jurisdiction, the Contracting Officer will determine whether the order is due in any part to the acts or omissions of the Contractor, or subcontractors at any tier, not required by the terms of the contract. If it is determined that the order is not due to Contractor's failing, such suspension, delay, or interruption shall be considered as ordered by the Contracting Officer in the administration of the contract under the contract clause SUSPENSION OF WORK.

1.1.8 Previously Used Equipment

The Contractor shall thoroughly clean all construction equipment previously used at other sites before it is brought into the work areas, ensuring that soil residuals are removed and that egg deposits from plant pests are not present; the Contractor shall consult with the USDA jurisdictional office for additional cleaning requirements.

1.1.9 Recycled Products

The Contractor is encouraged to consider using recycled content products where these products fully meet project specifications.

1.1.10 Payment

No separate payment will be made for work covered under this section; all costs associated with this section shall be included in the contract unit and/or lump sum prices in the Bidding Schedule.

1.2 LAND RESOURCES

The Contractor shall confine all activities to areas defined by the drawings and specifications. Prior to the beginning of any construction, the Contractor shall identify the 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 permission. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. Where such emergency use is permitted, the Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs. Stone, earth or other material displaced into uncleared areas shall be removed.

1.2.1 Work Area Limits

Prior to any construction, the Contractor shall mark the areas that need not be disturbed under this contract. Isolated areas within the general work area which are to be saved and protected shall also be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible. The Contractor's personnel shall be knowledgeable of the purpose for marking and/or protecting particular objects.

1.2.2 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.

1.2.3 Contractor Facilities and Work Areas

The Contractor's field offices, staging areas, stockpile storage, and temporary buildings shall be placed in areas designated on the drawings or as directed by the Contracting Officer. Temporary movement or relocation of Contractor facilities shall be made only when approved.

1.3 WATER RESOURCES

The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters. Toxic or hazardous chemicals shall not be applied to soil or vegetation when such application may cause contamination of the fresh water reserve. Monitoring of water areas affected by construction shall be the Contractor's responsibility. All water areas affected by construction activities shall be monitored by the Contractor.

1.3.1 Washing and Curing Water

Waste waters directly derived from construction activities shall not be allowed to enter water areas.

1.4 AIR RESOURCES

Equipment operation and activities or processes performed by the Contractor in accomplishing the specified construction shall be in accordance with the State's rules and all Federal emission and performance laws and standards. Ambient Air Quality Standards set by the Environmental Protection Agency shall be maintained. Monitoring of air quality shall be the Contractor's responsibility. All air areas affected by the construction activities shall be monitored by the Contractor. Monitoring results will be periodically reviewed by the Government to ensure compliance.

1.4.1 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, and other work areas within or outside the project boundaries free from particulates which would cause the air pollution standards to be exceeded or which would cause a hazard or a nuisance. Sprinkling, chemical treatment of an approved type, light bituminous treatment, 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.

1.4.2 Hydrocarbons and Carbon Monoxide

Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to Federal and State allowable limits at all times.

1.4.3 Odors

Odors shall be controlled at all times for all construction activities, processing and preparation of materials.

1.4.4 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's rules.

1.5 WASTE DISPOSAL

Disposal of wastes shall be as specified below.

1.5.1 Solid Wastes

Solid wastes (excluding clearing debris) shall be placed in containers which are emptied on a regular schedule. Handling 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. The Contractor shall comply with Federal, State, and local laws and regulations.

1.5.2 Chemical Wastes

Chemicals shall be dispensed ensuring no spillage to 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 150 mm (6 inches) of the top. Wastes shall be disposed of in accordance with Federal and local laws and regulations.

1.5.3 Hazardous Wastes

The Contractor shall take sufficient measures to prevent spillage of hazardous and toxic materials during dispensing and shall collect waste in suitable containers observing compatibility. The Contractor shall transport hazardous waste off Government property and dispose of it in compliance with Federal and local laws and regulations. Spills of hazardous or toxic materials shall be immediately reported to the Contracting Officer. Cleanup and cleanup costs due to spills shall be the Contractor's responsibility.

1.5.4 Burning Rubbish and Debris:

Open burning of rubbish, debris and other combustibles will not be permitted on the **Site**.

1.6 HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES

Existing historical, archaeological, and cultural resources within the Contractor's work area will be so designated by the Contracting Officer if any has been identified. The Contractor shall take precautions to preserve all such resources as they existed at the time they were first pointed out. The Contractor shall provide and install protection for these resources and be responsible for their preservation during the life of the contract. If during excavation or other construction activities any previously unidentified or unanticipated 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; rocks 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. While waiting for instructions the Contractor shall record, report, and preserve the finds in accordance with the Contract Clauses.

1.7 POST CONSTRUCTION CLEANUP The Contractor shall clean up all areas used for construction.

1.8 RESTORATION OF LANDSCAPE DAMAGE

The Contractor shall restore landscape features damaged or destroyed during construction operations outside the limits of the approved work areas.

1.9 MAINTENANCE OF POLLUTION FACILITIES

The Contractor shall maintain permanent and temporary pollution control facilities and devices for the duration of the contract or for that length of time construction activities create the particular pollutant.

1.10 TRAINING OF CONTRACTOR PERSONNEL

The Contractor's personnel shall be trained in all phases of environmental protection. The training shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and

contractual, and installation and care of devices, vegetative covers, and instruments required for monitoring purposes to ensure adequate and continuous environmental pollution control.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

-- End of Section --

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SECTION 01415

METRIC MEASUREMENTS

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- PART 2 PRODUCTS (NOT APPLICABLE)

- PART 3 EXECUTION (NOT APPLICABLE)

SECTION 01415

METRIC MEASUREMENTS

PART 1 GENERAL

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 E 380	(1993) Practice for Use of the International System of Units (SI)
ASTM E 621	(1994) Practice for Use of Metric (SI) Units in Building Design and Construction

1.2 GENERAL

This project includes metric units of measurements. The metric units used are the International System of Units (SI) developed and maintained by the General Conference on Weights and Measures (CGPM); the name International System of Units and the international abbreviation SI were adopted by the 11th CGPM in 1960. A number of circumstances require that both metric SI units and English inch-pound (I-P) units be included in a section of the specifications. When both metric and I-P measurements are included, the section may contain measurements for products that are manufactured to I-P dimensions and then expressed in mathematically converted metric value (soft metric) or, it may contain measurements for products that are manufactured to an industry recognized rounded metric (hard metric) dimensions but are allowed to be substituted by I-P products to comply with the law. Dual measurements are also included to indicate industry and/or Government standards, test values or other controlling factors, such as the code requirements where I-P values are needed for clarity or to trace back to the referenced standards, test values or codes.

1.3 USE OF MEASUREMENTS

Measurements shall be either in SI or I-P units as indicated, except for soft metric measurements or as otherwise authorized. The Contractor shall be responsible for all associated labor and materials when authorized to substitute one system of units for another and for the final assembly and performance of the specified work and/or products.

1.3.1 Hard Metric

A hard metric measurement is indicated by an SI value with no expressed

correlation to an I-P value, i.e., where an SI value is not an exact mathematical conversion of an I-P value, such as the use of 100 mm in lieu of 4 inches. Hard metric measurements are often used for field data such as distance from one point to another or distance above the floor. Products are considered to be hard metric when they are manufactured to metric dimensions or have an industry recognized metric designation.

1.3.2 Soft Metric

a. A soft metric measurement is indicated by an SI value which is a mathematical conversion of the I-P value shown in parentheses (e.g. 38.1 mm (1-1/2 inches)). Soft metric measurements are used for measurements pertaining to products, test values, and other situations where the I-P units are the standard for manufacture, verification, or other controlling factor. The I-P value shall govern while the metric measurement is provided for information.

b. A soft metric measurement is also indicated for products that are manufactured in industry designated metric dimensions but are required by law to allow substitute I-P products. These measurements are indicated by a manufacturing hard metric product dimension followed by the substitute I-P equivalent value in parentheses (e.g., 190 x 190 x 390 mm (7-5/8 x 7-5/8 x 15-5/8 inches)).

1.3.3 Neutral

A neutral measurement is indicated by an identifier which has no expressed relation to either an SI or an I-P value (e.g., American Wire Gage (AWG) which indicates thickness but in itself is neither SI nor I-P).

1.4 COORDINATION

Discrepancies, such as mismatches or product unavailability, arising from use of both metric and non-metric measurements and discrepancies between the measurements in the specifications and the measurements in the drawings shall be brought to the attention of the Contracting Officer for resolution.

1.5 RELATIONSHIP TO SUBMITTALS

Submittals for Government approval or for information only shall cover the SI or I-P products actually being furnished for the project. The Contractor shall submit the required drawings and calculations in the same units used in the contract documents describing the product or requirement unless otherwise instructed or approved. The Contractor shall use ASTM E 380 and ASTM E 621 as the basis for establishing metric measurements required to be used in submittals.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

-- End of Section --

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SECTION 01451

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SECTION 01451

CONTRACTOR QUALITY CONTROL

PART 1 GENERAL

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 C 1077	(1996) Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation
ASTM D 3666	(1996) Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Bituminous Paving Materials
ASTM D 3740	(1996) 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	(1995b) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

SACRAMENTO DISTRICT CONSTRUCTION CONTROL MANUAL

Latest edition published by the U.S. Army Engineer District-Sacramento, Sacramento, California. Copies of this publication are available upon request from the Sacramento District Office during the bidding period. In addition, two copies of the Manual and an initial supply of test forms will be furnished to the successful bidder upon award of this contract. This Manual specifies the minimum number of tests to be made and includes forms which shall be used to report data.

SPK FORM 437 - MATERIALS TEST SUMMARY

Published by U.S. Army Engineer District - Sacramento, Sacramento, California. One set of this form (6 pages), is included in the bid package issued by the Sacramento District Office. This form will be used to summarize the minimum number of materials testing to be made during construction. The successful bidder shall submit three copies of the form to the Contracting

Officer's Representative during the preconstruction meeting. To complete the form, the use of the Construction Control Manual is mandatory.

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 requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The 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 quality requirements specified in the contract. The project superintendent in this context shall mean the individual with the responsibility for the overall management of the project including quality and production.

3.2 QUALITY CONTROL PLAN

3.2.1 General

The Contractor shall furnish for review by the Government, not later than 15 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to 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.

3.2.2 Content of the CQC Plan

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 the project superintendent.

b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.

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. 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.

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 01330 SUBMITTAL PROCEDURES.

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.)

f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.

g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.

h. Reporting procedures, including proposed reporting formats.

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.

3.2.3 Acceptance of Plan

Acceptance of the Contractor's 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.

3.2.4 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.

3.3 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 14 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 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 QUALITY CONTROL ORGANIZATION

3.4.1 Personnel Requirements

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure contract compliance. The Contractor shall provide a CQC organization which shall be at the site at all times during progress of the work and with complete authority to take any action necessary to ensure compliance with the contract. All CQC staff members shall be subject to acceptance by the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within his organization at the site of the work who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a construction person with a minimum of 5 years in related work. This CQC System Manager shall be on the site at all times during construction and will be employed by the prime Contractor. The CQC System Manager shall be assigned as System Manager but may have duties as project superintendent in addition to quality control. An alternate for the CQC System Manager will be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate will be the same as for the designated CQC System Manager.

3.4.3 CQC Personnel

In addition to CQC personnel specified elsewhere in the contract, the Contractor shall provide as part of the CQC organization specialized personnel to assist the CQC System Manager for the following areas: civil. These individuals shall be directly employed by the prime Contractor and may not be employed by a supplier or sub-contractor on this project; 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 may perform other duties but must be allowed sufficient time to perform their assigned quality control duties as described in the Quality Control Plan.

Experience Matrix

Area	Qualifications
a. 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

3.4.4 Additional Requirement

In addition to the above experience and/or education requirements the CQC System Manager shall have completed the course entitled "Construction Quality Management For Contractors". This course is periodically offered by the Sacramento District, contact the Contracting Officer for more information.

3.4.5 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.

3.5 SUBMITTALS AND DELIVERABLES

Submittals, if needed, shall be made as specified in Section 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals and deliverables are in compliance with the contract requirements.

3.6 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. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of work as follows:

3.6.1 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 contract 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 contract.
- 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. Discussion of the initial control phase.
- k. 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 contract specifications.

3.6.2 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 contract requirements. Review minutes of the preparatory meeting.
- b. Verify adequacy of controls to ensure full contract 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 48 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.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract 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.

3.6.4 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.

3.7 TESTS

3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract 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 an independent commercial laboratory that has been approved by the Resident Engineer.** In addition, the laboratory shall be submitted as part of the Contractor's Quality Control Plan and approved by the Contracting Officer. The Contractor shall perform the following activities and record and provide the following data:

a. Verify that testing procedures comply with contract 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 contract.

3.7.2 Testing Laboratories

3.7.2.1 Capability Check

The Contractor shall use an independent commercial laboratory that has been inspected by the AASHTO Materials Reference Laboratory (AMRL) or the Cement and Concrete Reference Laboratory (CCRL), as applicable, for the required test methods. The inspection report(s) and the written response(s) to any noted deficiencies shall be included with the Contractor Quality Control Plan and will be subject to approval by the Resident Engineer. Laboratories utilized for testing soils, concrete, asphalt, or steel shall meet the applicable requirements of ASTM D 3740, C 1077, D3666 and E 329.

3.7.2.2 Quality Assurance Check

The Government reserves the right to perform a quality assurance check of the laboratory equipment and procedures.

3.7.3 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.

3.7.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials will be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the QA laboratory designated by the Contracting Officer.

Coordination for each specific test, exact delivery location and dates will be made through the Area Office.

3.8 COMPLETION INSPECTION

3.8.1 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.

3.8.2 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.

3.8.3 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 contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract 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".

3.9 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 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 reference, by whom, and action taken.
- g. Off-site 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.

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 contract. 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 contract. 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.

3.10 IMPLEMENTATION OF GOVERNMENT RESIDENT MANAGEMENT SYSTEM

The Contractor shall utilize a Government furnished CQC Daily Report Form. This form may be in addition to other Contractor desired reporting forms. However, all other such reporting forms shall be consolidated into this one Government furnished Daily CQC Report Form. The Contractor will also be required to complete Government-Furnished Input Forms which lists, but is not limited to, Prime Contractor staffing; letter codes; planned cumulative progress earnings; subcontractor information showing trade, name, address, and insurance expiration dates; definable features of work; pay activity and activity information; required Quality Control tests tied to individual activities; planned User Schooling tied to specific specification paragraphs and Contractor activities; and submittal information relating to specification section, description, activity number, review period and expected procurement period. The sum of all activity values shall equal the contract amount, and all Bid Items shall be separately identified, in accordance with the PRICING SCHEDULE. These forms shall be completed to the satisfaction of the Contracting Officer prior to any contract payment (except for Bonds, Insurance and/or Mobilization, as approved by the Contracting Officer) and shall be updated as required.

a. During the course of the contract, the Contractor will receive various Quality Assurance comments from the Government that will reflect corrections needed to Contractor activities or reflect outstanding or future items needing the attention of the Contractor. The Contractor will acknowledge receipt of these comments by specific number reference on his Daily CQC Report and will also reflect on his Daily CQC report when these items are specifically completed or corrected.

b. The Contractor's schedule system shall include, as specific and separate activities, all Preparatory Phase Meetings (inspections); all O&M Manuals; and all Test Plans of Electrical and Mechanical Equipment or Systems that require validation testing or instructions to Government Representatives.

3.11 SAMPLE FORMS

Sample forms enclosed at the end of this section.

1. Test Report Form
2. Daily Contractor Quality Control Form
3. Preparatory Inspection Report Form
4. SPK 437 - Materials Test Summary

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 --

(Sample of typical Contractor's Test Report)

TEST REPORT

STRUCTURAL OR BUILDING _____

CONTRACT NO. _____

DESCRIPTION OF ITEM, SYSTEM OR PART OF SYSTEM TESTED: _____

DESCRIPTION OF TEST: _____

NAME AND TITLE OF PERSON IN CHARGE OF PERFORMING TESTS FOR CONTRACTOR:

NAME _____

TITLE _____

SIGNATURE _____

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED ITEM, SYSTEM OR PART OF SYSTEM HAS BEEN TESTED AS INDICATED ABOVE AND FOUND TO BE ENTIRELY SATISFACTORY AS REQUIRED IN THE CONTRACT SPECIFICATIONS.

SIGNATURE OF CONTRACTOR QUALITY CONTROL INSPECTOR
DATE _____

REMARKS: _____

(Sample of Typical DAILY CONSTRUCTION QUALITY CONTROL REPORT)

CONTRACTOR'S NAME
(Address)

DAILY CONSTRUCTION QUALITY CONTROL REPORT

Date: _____ Report No. _____

Contract No.: _____

Name and Location of Project: _____

WEATHER: (Clear) (P. Cloudy) (Cloudy) Temperature: _____

Rainfall _____ Inches Min., _____ Max., _____

Contractor/Subcontractors	Area of Responsibility
a. _____	_____
b. _____	_____
c. _____	_____
d. _____	_____
e. _____	_____
f. _____	_____
g. _____	_____

1. WORK PERFORMED TODAY: (Indicate location and description of work performed. Refer to work performed by prime and/or subcontractors by letter in Table above.)

2. PREPARATORY INSPECTION FOR NEXT ITEM OF WORK: (Materials/shop drawings approved, required control testing arranged, all preliminary work has been accomplished as per plans and specifications.)

3. INITIAL INSPECTION: (Address quality of workmanship, assure control testing and materials being used in all work are in compliance with plans and specifications).

4. FOLLOW-UP INSPECTIONS: (Assure control testing performed as required and all work performed continues to be in compliance with plans and specifications).

5. VERBAL INSTRUCTIONS RECEIVED: (List any instructions given by Government personnel on construction deficiencies, retesting required, etc., with action to be taken.)

6. REMARKS: (Cover any conflicts in plans, specifications, or instructions or any delay to the job attributable to weather conditions.)

7. RESULTS OF SAFETY INSPECTION: (Note safety violations and corrective action taken. Indicate phase of work where violations occurred.)

8. UPCOMING WORK: (Indicate next major phase of work anticipated and approximate date of Preparatory Inspection meeting to cover this work.)

EQUIPMENT DATA: (Indicate items of construction equipment, other than hand tools, at the job site and whether or not used.)

CONTRACTOR'S VERIFICATION: The above report is complete and correct and all material and equipment used and work performed during this reporting period area in compliance with the contract plans and specifications except as noted above.

Contractor's Approved/Authorized
Representative

(Sample of Typical Form)

PREPARATORY INSPECTION OUTLINE
(PART-I)

Contract No.: _____ Date: _____

Title and No. of Technical Section: _____

Reference Contract Drawings: _____

A. PLANNED ATTENDANTS:

	<u>NAME</u>	<u>POSITION</u>	<u>COMPANY</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

B. SUBMITTALS REQUIRED TO BEGIN WORK:

	<u>ITEM</u>	<u>SUBMITTAL NO.</u>	<u>ACTION CODE</u>
a.	_____	_____	_____
b.	_____	_____	_____
c.	_____	_____	_____
d.	_____	_____	_____

I HEREBY DECLARE THAT THE ABOVE REQUIRED MATERIALS DELIVERED TO THE JOBSITE ARE CERTIFIED TO BE THE SAME AS THOSE SUBMITTED AND APPROVED.

QUALITY CONTROL REPRESENTATIVE

C. EQUIPMENT TO BE USED IN EXECUTING WORK:

- a. _____
- b. _____
- c. _____

D. WORK AREAS EXAMINED TO ASCERTAIN THAT ALL PRELIMINARY WORK HAS BEEN COMPLETED:

E. METHODS AND PROCEDURES FOR PERFORMING QUALITY CONTROL - INCLUDING SPECIFIC TESTING REQUIREMENTS:

F. COMPLIANCE WITH AND UPGRADING OF THE SAFETY PLAN AND ACTIVITY HAZARD ANALYSIS INCLUDING REVIEW OF THE ACTIVITY ANALYSIS WITH EACH WORKER:

THE ABOVE METHODS AND PROCEDURES OUTLINED ARE CERTIFIED TO COMPLY WITH THE CONTRACT REQUIREMENTS AND WILL BE PERFORMED AS PLANNED AND SPECIFIED.

QUALITY CONTROL REPRESENTATIVE

(Sample of Typical Form)

PREPARATORY INSPECTION OUTLINE
(PART - II)

A. PERSONS IN ATTENDANCE:

	<u>NAME</u>	<u>POSITION</u>	<u>COMPANY</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

B. ITEMS OF MUTUAL UNDERSTANDING DEVELOPED DURING REVIEW OF PREPARATORY OUTLINE AND CONTRACT REQUIREMENTS: (Contract items not specifically covered during the preparatory inspection conference are assumed to be in strict conformance with the contract requirements.)

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

THE ITEMS NOTED ABOVE CONSTITUTE A MEMORANDUM OF MUTUAL UNDERSTANDING AND WILL BE PERFORMED AS PLANNED AND SPECIFIED.

CONTRACTOR'S APPROVED/AUTHORIZED REPRESENTATIVE

(Sample of Typical Form)

INITIAL PHASE CHECK LIST

Contract No.: _____ Date: _____

Specification Paragraph or Section: _____

Description and Location of Work Inspected: _____

REFERENCE CONTRACT DRAWINGS: _____

A. PERSONNEL PRESENT:

	<u>NAME</u>	<u>POSITION</u>	<u>COMPANY</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

B. MATERIALS BEING USED ARE IN STRICT COMPLIANCE WITH THE CONTRACT PLANS AND SPECIFICATIONS: YES _____ NO _____

IF NOT, EXPLAIN: _____

C. PROCEDURES AND/OR WORK METHODS WITNESSED ARE IN STRICT COMPLIANCE WITH THE CONTRACT SPECIFICATIONS: YES _____ NO _____

IF NOT, EXPLAIN: _____

D. WORKMANSHIP IS ACCEPTABLE: YES _____ NO _____

STATE AREAS WHERE IMPROVEMENT IS NEEDED: _____

E. SAFETY VIOLATIONS NOTED: YES _____ NO _____

IF YES, CORRECTIVE ACTION TAKEN: _____

QUALITY CONTROL REPRESENTATIVE

MATERIALS TEST SUMMARY

(See reverse for instructions)

CONTRACT NUMBER		PROJECT		DATE			
SECTION/TITLE	TEST	MINIMUM TESTS <i>(Estimated)</i>		TOTAL TESTS <i>(Performed)</i>			
				CQC		QA	
		CQC	QA	PASS	FAIL	PASS	FAIL
2 _____ GRADING	A. LAB-MOISTURE DENSITY W/GRADATION						
	& ATTERBERG LIMITS						
	B. FIELD DENSITY*						
	<i>*(Select materials with gradation)</i>						
2 _____ BUILDINGS	A. LAB-MOISTURE DENSITY W/GRADATION						
	& ATTERBERG LIMITS						
	B. FIELD DENSITY*						
	<i>*(Select materials with gradation)</i>						
2 _____ UTILITIES SYSTEM	A. LAB-MOISTURE DENSITY W/GRADATION						
	& ATTERBERG LIMITS						
	B. FIELD DENSITY*						
	<i>*(Select materials with gradation)</i>						
2 _____ DRAINAGE SYSTEM	A. LAB-MOISTURE DENSITY W/GRADATION						
	& ATTERBERG LIMITS						
	B. FIELD DENSITY*						
	<i>*(Select materials with gradation)</i>						

MATERIALS TEST SUMMARY

CONTRACT NUMBER		PROJECT	DATE				
SECTION/TITLE	TEST	MINIMUM TESTS (Estimated)		TOTAL TESTS (Performed)			
				CQC		QA	
		CQC	QA	PASS	FAIL	PASS	FAIL
2 _____ SUBGRADE ROADWAYS	A. LAB-MOISTURE DENSITY W/GRADATION						
	& ATTERBERG LIMITS						
	B. FIELD DENSITY W/GRADATION						
2 _____ SUBBASE COURSE	A. LAB-MOISTURE DENSITY W/GRADATION						
	& ATTERBERG LIMITS						
	B. FIELD DENSITY W/GRADATION						
2 _____ BASE COURSE	A. LAB-MOISTURE DENSITY W/GRADATION						
	& ATTERBERG LIMITS						
	B. FIELD DENSITY W/GRADATION						
2 _____ BITUMINOUS COURSE	A. MARSHALL METHOD						
	B. EXTRACTION (HOT MIX)						
	C. GRADATION (HOT MIX)						
	D. GRADATION (HOT BINS)						
	E. FIELD COMPACTION (CORES)						

MATERIALS TEST SUMMARY

CONTRACT NUMBER		PROJECT			DATE			
SECTION/TITLE	TEST	MINIMUM TESTS <i>(Estimated)</i>		TOTAL TESTS <i>(Performed)</i>				
				CQC		QA		
		CQC	QA	PASS	FAIL	PASS	FAIL	
2 _____ CONCRETE - PAVEMENT *(COMPRESSIVE) *(FLEXURAL)	A. *STRENGTH							
	B. SLUMP							
	C. ENTRAINED AIR							
	D. GRADATION							
2 _____ SIDEWALK, CURB, & GUTTER	A. COMPRESSIVE STRENGTH							
	B. SLUMP							
	C. ENTRAINED AIR							
	D. GRADATION							
2 _____								
2 _____								

MATERIALS TEST SUMMARY

CONTRACT NUMBER		PROJECT		DATE			
SECTION/TITLE	TEST	MINIMUM TESTS <i>(Estimated)</i>		TOTAL TESTS <i>(Performed)</i>			
				CQC		QA	
		CQC	QA	PASS	FAIL	PASS	FAIL
3 _____ CONCRETE – BUIDLING	A. COMPRESSIVE STRENGTH						
	B. SLUMP						
	C. ENTRAINED AIR						
	D. GRADATION						
3 _____ CONCRETE – LITEWEIGHT	A. COMPRESSIVE STRENGTH						
	B. SLUMP						
	C. ENTRAINED AIR						
	D. UNIT WEIGHT (PLASTIC)						
	E. UNIT WEIGHT (28 DAY-DRY)						
	F. GRADATION						
3 _____ CONCRETE – TILT UP	A. COMPRESSIVE STRENGTH						
	B. SLUMP						
	C. ENTRAINED AIR						
	D. GRADATION						
3 _____							

MATERIALS TEST SUMMARY

CONTRACT NUMBER		PROJECT			DATE			
SECTION/TITLE	TEST	MINIMUM TESTS <i>(Estimated)</i>		TOTAL TESTS <i>(Performed)</i>				
				CQC		QA		
		CQC	QA	PASS	FAIL	PASS	FAIL	
4 _____ MASONRY	A. MORTAR COMPRESSIVE STRENGTH							
	B. GROUT COMPRESSIVE STRENGTH							
	C. GRADATION							
	D. CMU - SHRINKAGE, AIR DRY							
	CONDITION, UNIT WEIGHT							
	& COMPRESSIVE STRENGTH							

INSTRUCTIONS FOR COMPLETION OF CESPCK FORM 437
MATERIALS TEST SUMMARY

1. All entries shall be made with pen.
2. **SECTION/TITLE:** Sections which require contractor quality control testing during the placement of construction materials are listed. The titles are condensed versions of the full specification title. Review the technical specifications and complete as follows:
 - A. Insert after a number the applicable letter to complete the section designation. For example, 2___ grading to 2A grading.
 - B. If a section is not a part of the technical specifications, insert 'not applicable' (N/A) after a number. For example, 2 ___ grading to 2 N/A grading.
 - C. Blank spaces are provided to permit addition of other sections as required by the specifications.
3. **TEST:** Tests that are specified to be performed by the technical specifications are listed for each section. Blank spaces are provided for additional tests as required by the specifications. An asterisk indicates that action should be taken as noted. For example, gradation must be taken when testing field density for select materials in **SECTION: GRADING**.
4. **MINIMUM TESTS (ESTIMATED):** Under the Contractor Quality Control (CQC) column, enter the minimum number of tests required to accomplish the specified work. For the prelisted selections, the test frequencies are specified in the Construction Control Manual (CCM). For an additive section, the CCM may not indicate the test frequency. In this case, check the technical specifications or the contract drawings for requirements. Quality Assurance (QA) column will be completed by the Contracting Officer Representative (COR).
5. **TOTAL TESTS (PERFORMED):** CQC and QA columns will be completed by the COR.

INDEX

SECTION 01500

TEMPORARY CONSTRUCTION FACILITIES

PARAGRAPH

PART 1 GENERAL

- 1.1 APPLICABLE PUBLICATIONS
- 1.2 GENERAL REQUIREMENTS
- 1.3 AVAILABILITY AND USE OF UTILITY SERVICES
- 1.4 BULLETIN BOARD, PROJECT SIGN, AND PROJECT SAFETY SIGN
- 1.5 PROTECTION AND MAINTENANCE OF TRAFFIC
- 1.6 CONTRACTOR'S TEMPORARY FACILITIES
- 1.10 HOUSEKEEPING AND CLEANUP
- 1.11 RESTORATION OF STORAGE AREA

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

SECTION 01500

TEMPORARY CONSTRUCTION FACILITIES

PART 1 GENERAL

1.1 APPLICABLE PUBLICATIONS:

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

DEPARTMENT OF COMMERCE (DOC)

DOC PS 1 (1983) Construction and Industrial Plywood

DOC PS 20 (1970) American Softwood Lumber Standard.

FEDERAL SPECIFICATIONS (FS)

FS TT-E-2784 (Rev A) Enamel (Acrylic-Emulsion, Exterior)

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI Z535.1 (1991) Safety Color Code

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM F 547 (1977; R 1990) Definitions of Terms Relating to Nails for Use with Wood and Wood-Base Materials

U.S. ARMY CORPS OF ENGINEERS

EM 385-1-1 Safety and Health Requirements Manual (3 September 1996).

WEST COAST LUMBER INSPECTION BUREAU (WCLIB)

WCLIB 16 (1970; Rev 1983) Standard Grading and Dressing Rules for Douglas Fir, Western Hemlock, Western Red Cedar, White Fir, Sitka Spruce Lumber

WESTERN WOOD PRODUCTS ASSOCIATION (WWPA)

WWPA-01 (1991; Supple No. 1) Western Lumber Grading Rules 91

1.2 GENERAL REQUIREMENTS

1.2.1 Site Plan

The Contractor shall prepare a site plan indicating the proposed location and dimensions of any area to be fenced and used by the Contractor, the number of trailers to be used, avenues of ingress/egress to the fenced area and details of the fence installation. Any areas which may have to be graveled to prevent the tracking of mud shall also be identified. The Contractor shall also indicate if the use of a supplemental or other staging area is desired.

1.2.2 Identification of Employees

The Contractor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work to display identification as approved and directed by the Contracting Officer. Prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon release of any employee. When required, the Contractor shall obtain and provide fingerprints of persons employed on the project. Contractor and subcontractor personnel shall wear identifying markings on hard hats clearly identifying the company for whom the employee works.

1.2.3 Employee Parking

Contractor employees shall park privately owned vehicles in an area designated by the Contracting Officer. This area will be within reasonable walking distance of the construction site. Contractor employee parking shall not interfere with existing and established parking requirements of the military installation.

1.3 AVAILABILITY AND USE OF UTILITY SERVICES

1.3.1 Payment for Utility Services

The Government will make all reasonably required utilities available to the Contractor from existing outlets and supplies, as specified in the contract. The Contractor shall carefully conserve any utilities furnished without charge. The Contractor's attention is directed to Section 00800, Paragraph **AVAILABILITY OF UTILITY SERVICES,**

1.3.2 Sanitation

The Contractor shall provide and maintain within the construction area minimum field-type sanitary facilities approved by the Contracting Officer. Government toilet facilities will not be available to Contractor's personnel.

1.3.3 Telephone

The Contractor shall make arrangements and pay all costs for telephone facilities desired.

1.4 BULLETIN BOARD, PROJECT SIGN, AND PROJECT SAFETY SIGN

1.4.1 Bulletin Board

Immediately upon beginning of work, the Contractor shall provide a weatherproof glass-covered bulletin board not less than 915 by 1220 mm (36 by 48 inches) in size for displaying the Equal Employment Opportunity poster, a copy of the wage decision contained in the contract, Wage Rate Information poster, and other information approved by the Contracting Officer. The bulletin board shall be located at the project site in a conspicuous place easily accessible to all employees, as approved by the Contracting Officer. Legible copies of the aforementioned data shall be displayed until work is completed. Upon completion of work the bulletin board shall be removed by and remain the property of the Contractor.

1.4.2 Project and Safety Signs

(A) General:

The Contractor shall construct and erect one project sign, one safety sign and a minimum of 1 hard hat signs at locations designated by the Contracting Officer. The signs shall conform to the requirements of the drawings attached at the end of this section. The signs shall be erected as soon as possible and within 15 days after date of commencement of work under this contract. The data required by the safety sign shall be corrected daily.

(B) Materials:

(1) Lumber shall conform to DOC PS 20 and grading rules of applicable grading agencies, WCLIB or WWPA. Grade shall be "Standard" or better Douglas Fir, S4S and shall be stamped S-Dry.

(2) Plywood: Plywood shall conform to DOC PS 1, Grade AC, Group 1, Exterior.

(3) Bolts, Nuts and Nails: Bolts and nuts shall be galvanized, and type, and size best suited for intended for use. Nails shall conform to ASTM F 547.

(4) Paint: Type of paint for primer, finish coats, and lettering, shall be as indicated on the attached standard drawing, Project Sign, paragraph PAINTING. The color of signs and lettering shall be as directed by the Contracting Officer. Safety signs shall be painted in the same colors as the project sign. Hard hat signs shall be painted as indicated on the attached drawing.

(5) Decals: Corps of Engineers castle decal and the hard hat decal called for on the signs will be furnished by the Government.

(C) Construction:

(1) Signs shall be constructed as detailed on attached drawings.

(2) Painting: All exposed surfaces and edges of plywood shall be given one coat of linseed oil and be wiped prior to applying primer. All exposed

surfaces of signs and supports shall be given one coat of primer and one finish coat as indicated. All lettering shall be sized as indicated. Width of letter stroke shall be 1/6 of the letter height, except as noted.

(D) Maintenance and Disposal:

The Contractor shall maintain the signs in good condition throughout the life of the project. Signs shall remain the property of the Contractor and upon completion of the project they shall be removed from the site.

1.5 PROTECTION AND MAINTENANCE OF TRAFFIC

During construction the Contractor shall provide access and temporary relocated roads as necessary to maintain traffic. The Contractor shall maintain and protect traffic on all affected roads during the construction period except as otherwise specifically directed by the Contracting Officer. Measures for the protection and diversion of traffic, including the provision of watchmen and flagmen, erection of barricades, placing of lights around and in front of equipment and the work, and the erection and maintenance of adequate warning, danger, and direction signs, shall be as required by the State and local authorities having jurisdiction. The traveling public shall be protected from damage to person and property. The Contractor's traffic on roads selected for hauling material to and from the site shall interfere as little as possible with public traffic. The Contractor shall investigate the adequacy of existing roads and the allowable load limit on these roads. The Contractor shall be responsible for the repair of any damage to roads caused by construction operations.

1.5.1 Haul Roads

The Contractor shall, at its own expense, construct access and haul roads necessary for proper prosecution of the work under this contract. Haul roads shall be constructed with suitable grades and widths; sharp curves, blind corners, and dangerous cross traffic shall be avoided. The Contractor shall provide necessary lighting, signs, barricades, and distinctive markings for the safe movement of traffic. The method of dust control, although optional, shall be adequate to ensure safe operation at all times. Location, grade, width, and alignment of construction and hauling roads shall be subject to approval by the Contracting Officer. Lighting shall be adequate to assure full and clear visibility for full width of haul road and work areas during any night work operations. Upon completion of the work, haul roads designated by the Contracting Officer shall be removed.

1.5.2 Barricades

The Contractor shall erect and maintain temporary barricades to limit public access to hazardous areas. Such barricades shall be required whenever safe public access to paved areas such as roads, parking areas or sidewalks is prevented by construction activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic. Barricades shall be securely placed, clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night.

1.6 CONTRACTOR'S TEMPORARY FACILITIES

1.6.1 Administrative Field Offices

The Contractor shall provide and maintain administrative field office facilities within the construction area at the designated site. Government office and warehouse facilities will not be available to the Contractor's personnel.

1.6.2 Storage Area

The Contractor shall construct a temporary 1.8 meter (6 foot) high chain link fence around trailers and materials. Fence posts may be driven, in lieu of concrete bases, where soil conditions permit. Trailers, materials, or equipment shall not be placed or stored outside the fenced area unless such trailers, materials, or equipment are assigned a separate and distinct storage area by the Contracting Officer away from the vicinity of the construction site **but within the military boundaries**. Trailers, equipment, or materials shall not be open to public view with the exception of those items which are in support of ongoing work on any given day. Materials shall not be stockpiled outside the fence in preparation for the next day's work. At the end of each work day mobile equipment, such as tractors, wheeled lifting equipment, cranes, trucks, and like equipment, shall be parked within the fenced area.

1.6.3 Supplemental Storage Area

Upon Contractor's request, the Contracting Officer will designate another or supplemental area for the Contractor's use and storage of trailers, equipment, and materials. This area may not be in close proximity of the construction site but shall be within the military boundaries. Fencing of materials or equipment will not be required at this site; however, the Contractor shall be responsible for cleanliness and orderliness of the area used and for the security of any material or equipment stored in this area. Utilities will not be provided to this area by the Government.

1.6.4 Appearance of Trailers

Trailers utilized by the Contractor for administrative or material storage purposes shall present a clean and neat exterior appearance and shall be in a state of good repair. Trailers which, in the opinion of the Contracting Officer, require exterior painting or maintenance will not be allowed on **the military property**.

1.6.5 Maintenance of Storage Area

Fencing shall be kept in a state of good repair and proper alignment. Should the Contractor elect to traverse with construction equipment or other vehicles grassed or unpaved areas which are not established roadways, such areas shall be covered with a layer of gravel as necessary to prevent rutting and the tracking of mud onto paved or established roadways; gravel gradation

shall be at the Contractor's discretion. Grass located within the boundaries of the construction site shall be mowed for the duration of the project. Grass and vegetation along fences, buildings, under trailers, and in areas not accessible to mowers shall be edged or trimmed neatly.

1.6.6 Security Provisions

Adequate outside security lighting shall be provided at the Contractor's temporary facilities. The Contractor shall be responsible for the security of its own equipment; in addition, the Contractor shall notify the appropriate law enforcement agency requesting periodic security checks of the temporary project field office.

1.7 HOUSEKEEPING AND CLEANUP:

Pursuant to the requirements of paragraph, CLEANING UP, and paragraph, ACCIDENT PREVENTION, of the CONTRACT CLAUSES, Section 00700, the Contractor shall assign sufficient personnel to insure strict compliance. The Contractor shall keep the total construction area, structures and accessways free of debris and obstructions at all times. Work will not be allowed in those areas that have unsatisfactory cleanup and housekeeping as determined by the Government representative in charge. At least once each day all areas shall be checked by the Prime Contractor and, if necessary, corrected to comply with the above requirement. Housekeeping and cleanup shall be assigned by the Contractor to specific personnel. The name(s) of the cleanup personnel shall be available at the project site; each will be supplied with a distinctively marked hard hat, to be worn from the beginning to the end of the project.

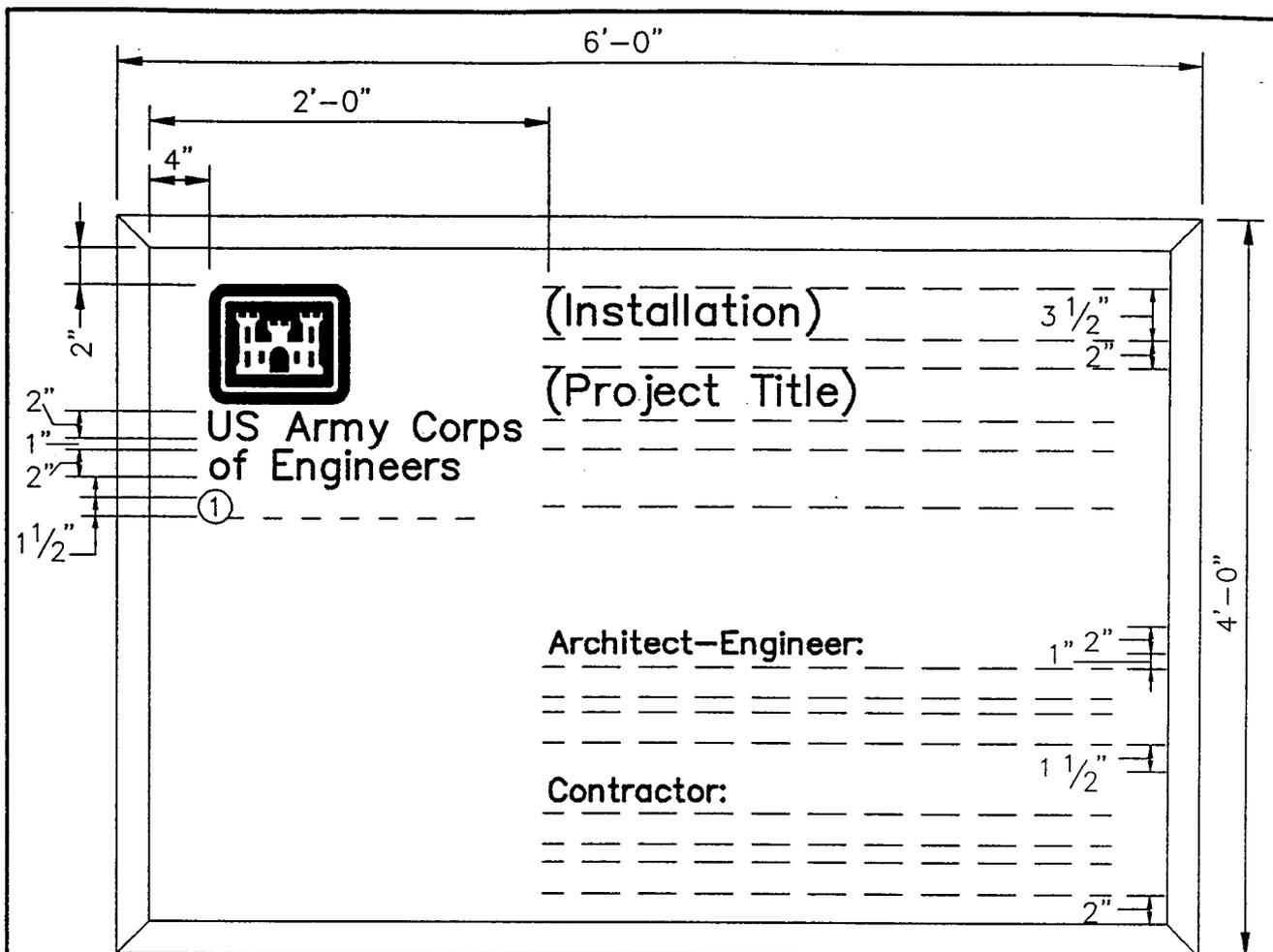
1.8 RESTORATION OF STORAGE AREA

Upon completion of the project and after removal of trailers, materials, and equipment from within the fenced area, the fence shall be removed and will become the property of the Contractor. Areas used by the Contractor for the storage of equipment or material, or other use, shall be restored to the original or better condition. Gravel used to traverse grassed areas shall be removed and the area restored to its original condition, including top soil and seeding as necessary.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

-- End of Section --



① "[insert construction district name] DISTRICT"

SIGN MATERIALS

POST 4" X 4" X 3/4" EXTERIOR PLYWOOD 4'-0" X 6'-0" X 1"X2" FRAMING WITH MITERED CORNERS. EDGES OF PLYWOOD SHALL BE SEALED PRIOR TO PAINTING.

PAINTING

COLORS SHALL BE AS DIRECTED BY THE CONTRACTING OFFICER. ALL SURFACES SHALL BE GIVEN ONE COAT OF EXTERIOR PAINT MEETING FS TT-E-2784, TYPE III, (FLAT) AND ONE COAT OF EXTERIOR ENAMEL PAINT MEETING FS TT-E-2784, TYPE II (SEMI-GLOSS). ALL PAINTED LETTERING SHALL BE EXTERIOR PAINT MEETING FS TT-E-2784, TYPE II (SEMI-GLOSS). THE CASTLE INSIGNIA WILL BE FURNISHED BY THE GOVERNMENT IN PRESSURE SENSITIVE VINYL FOR AFFIXING BY THE CONTRACTOR.

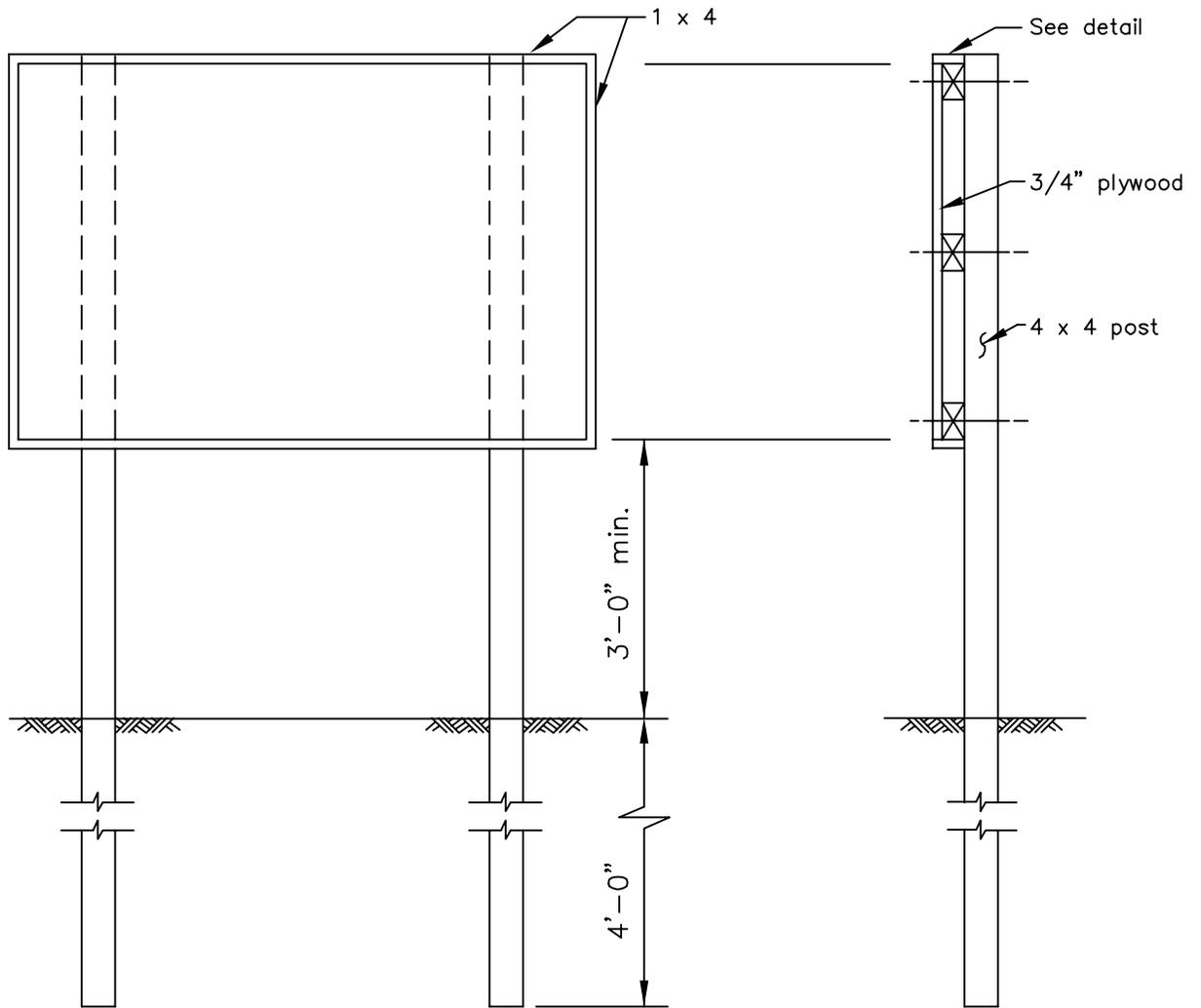
LETTERING

ALL LETTERING IS TO BE HELVETICA BOLD OR HELVETICA MEDIUM. LETTERING SIZES SHALL BE DETERMINED BY THE AMOUNT OF INFORMATION TO BE PRINTED ON THE SIGN, NO LETTERING HEIGHT SHALL EXCEED THE SIZE SPECIFIED. ALL INFORMATION IS TO BE LAID OUT AS SHOWN.

PROJECT SIGN

STANDARD DETAIL
 PROJECT SIGN
 U S ARMY
 U S ARMY ENGINEER DISTRICT
 SACRAMENTO

Drawn T. Tufts Not to Scale
 Checked R. Simmons NOVEMBER 1993
 File No. 150-25-1186

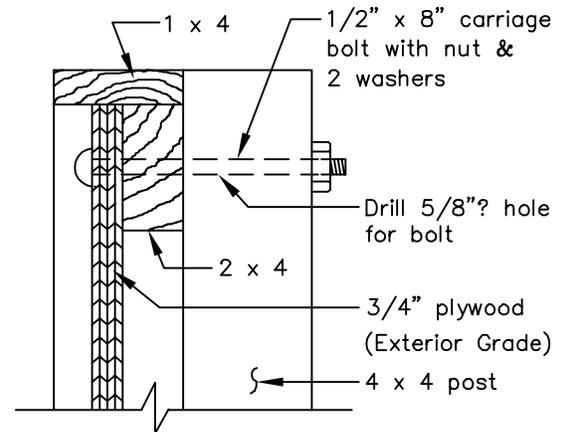


ELEVATION

SECTION

GENERAL NOTES:

1. Lumber to be cut & formed accurately.
2. Secure 1 x 4 and plywood with 6d finish nails at not less than 12" O.C.
3. All exposed nails to be set & holes filled with putty.
4. Sign to be set in good solid ground & backfill carefully tamped into place.
5. Where necessary posts shall be braced to provide a solid installation.
6. Paint primer (Fed. Spec. TT-P-25)
Paint primer (Fed. Spec. TT-E-529)



DETAIL

STANDARD DETAIL
SIGN DETAILS

U.S. ARMY ENGINEER DISTRICT
SACRAMENTO

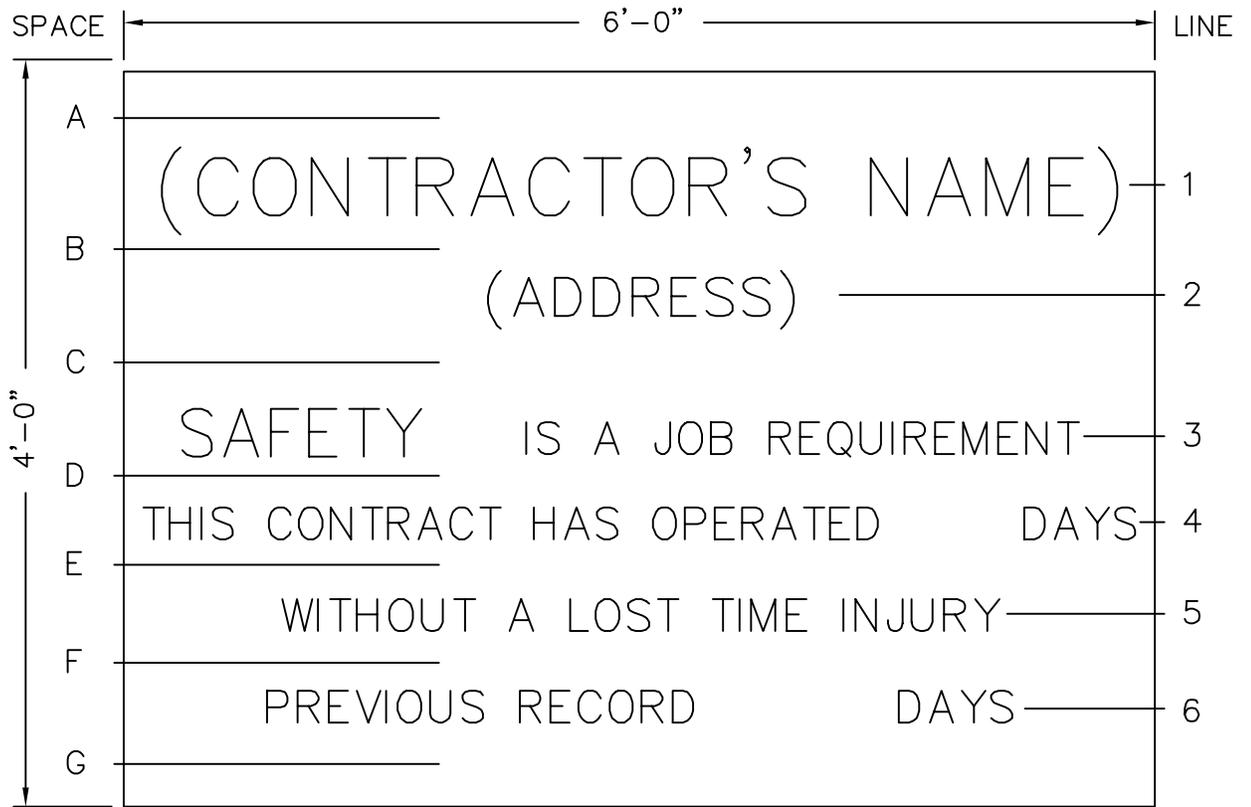
Drawn M.Koenig

Not to Scale

Checked R. Simmons

1987

File No. 150-25-1232



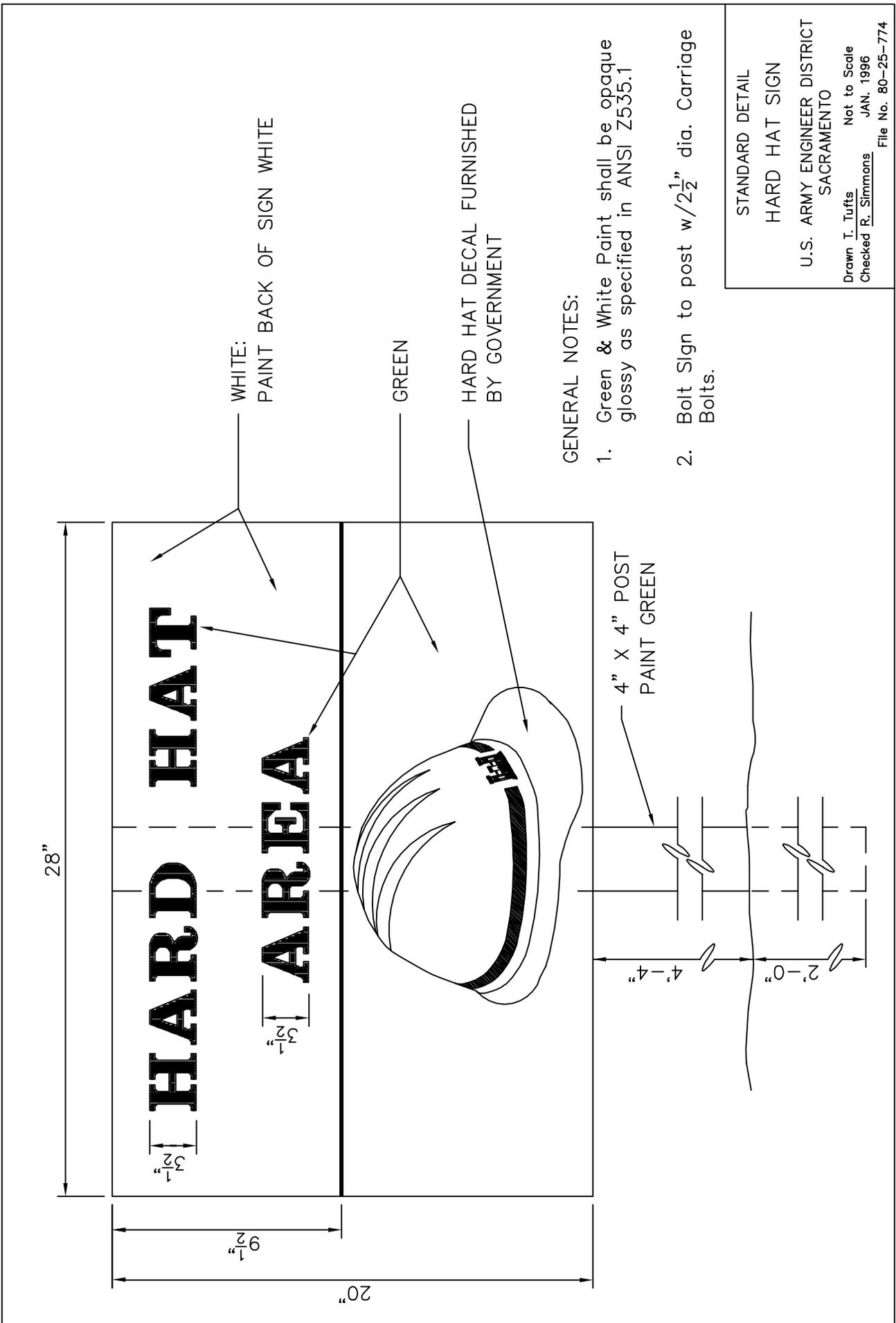
SCHEDULE

<u>SPACE</u>	<u>HEIGHT</u>	<u>LINE</u>	<u>DESCRIPTION</u>	<u>LETTER HEIGHT</u>
A	5"	1	CONTRACTOR'S NAME	5"
B	3"	2	ADDRESS	3"
C	6"	3	SAFETY IS A JOB REQUIREMENT	4 1/2" & 3"
D	3"	4	ALL LETTERING	3"
E	3"	5	ALL LETTERING	3"
F	3"	6	ALL LETTERING	3"
G	5"			

NOTE:

LETTERING SHALL BE BLACK No. 27038, FEDERAL STANDARD 595A.
SIGN SHALL BE INSTALLED IN THE SAME MANNER
AS THE PROJECT SIGN.

STANDARD DETAIL
SAFETY SIGN
U S ARMY ENGINEER DISTRICT
SACRAMENTO
Drawn T. Tufts Not to Scale
Checked R. Simmons AUG. 1988
File number 80-25-707



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SECTION 01505

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1.3	PRICING OF CONTRACTOR-FURNISHED PROPERTY	3
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SECTION 01505

GENERAL REQUIREMENTS

PART 1 GENERAL

1.1 SCRAP MATERIAL

Materials specified to be removed and become the property of the Contractor are designated as scrap, and the Contractor, by signing this contract, hereby acknowledges that he has made due allowance for value, if any, of such scrap in the contract price.

1.2 WRITTEN GUARANTEES AND GUARANTOR'S LOCAL REPRESENTATIVE:

Prior to completion of the contract, the Contractor shall obtain and furnish to the Contracting Officer's representative written guarantees for all the equipment and/or appliances furnished under the contract. The Contractor shall furnish with each guarantee: The name, address, and telephone number of the guarantor's representative nearest to the location where the equipment and/or appliances are installed, who, upon request of the Using Service's representative, will honor the guarantee during the guaranty period and will provide the services prescribed by the terms of the guarantee.

1.3 PRICING OF CONTRACTOR-FURNISHED PROPERTY:

At the request of the Contracting Officer, the Contractor shall promptly furnish and shall cause any subcontractors to furnish, in like manner, unit prices and descriptive data required by the Government for property record purposes of fixtures and equipment furnished and installed by the Contractor.

1.4 TEMPORARY ELECTRIC WIRING:

(A) Temporary Power and Lighting:

The Contractor shall provide construction power facilities in accordance with the safety requirements of the National Electrical Code NFPA No. 70 and the SAFETY AND HEALTH REQUIREMENTS MANUAL EM 385-1-1. The Contractor, or his delegated subcontractor, shall enforce all the safety requirements of electrical extensions for the work of all subcontractors. All work shall be accomplished by skilled electrical tradesmen in a workmanlike manner, as approved by the Contracting Officer.

(B) Construction Equipment:

In addition to the requirements of EM 385-1-1, SAFETY AND HEALTH REQUIREMENTS MANUAL, all temporary wiring conductors installed for operation of construction tools and equipment shall be either Type TW or THW contained

in metal raceways, or may be multiconductor cord. Temporary wiring shall be secured above the ground or floor in a workmanlike manner and shall not present an obstacle to persons or equipment. Open wiring may only be used outside of buildings, and then only in strict accordance with the provisions of the National Electrical Code.

(C) Circuit Protection:

In addition to the present requirements in EM 385-1-1 and the National Electrical Code, all 15 and 20-ampere receptacle outlets used for obtaining power during construction shall have ground fault circuit interrupters (GFCI) for personnel protection. Block and brick saws shall also be equipped with GFCI. The Contracting Officer may allow an exception to this requirement for circuits for concrete vibrators or circuits operating at other than 60 Hertz normal (in both cases an assured grounding program as described in the National Electrical Code, except utilizing the daily inspection frequency of the grounding means of such equipment, may be permitted). The assured grounding program will not be permitted as a substitute for usage of GFCI'S except as described above. All generator-powered 15- and 20-ampere, 60 Hertz receptacle outlets shall have GFCI'S, and shall be properly grounded. A testing means shall be provided which will impose a measured fault of 5 milliamperes, plus or minus 1 milliamperes, and result in tripping the GFCI unit.

1.5 UTILITIES NOT SHOWN:

If the Contractor encounters, within the construction limits of the entire project, utilities not shown on the plans and not visible as to the date of this contract and such utilities will interfere with construction operations, he shall immediately notify the Contracting Officer in writing to enable a determination by the Contracting Officer as to the necessity for removal or relocation. If such utilities are removed or relocated as directed by the Contracting Officer, the Contractor shall be entitled to equitable adjustment for any additional pertinent work or delay.

1.6 GENERAL SAFETY REQUIREMENTS:

(A) General:

The Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, (see Contract Clauses, Section 00700, ACCIDENT PREVENTION) and the Occupational Safety and Health Act (OSHA) Standards for Construction (Title 29, Code of Federal Regulations Part 1926 as revised from time to time); General Industry Standards (Title 29, Code of Federal Regulations Part 1910 as revised from time to time); and the National Fire Protection Association Codes are applicable to this contract. In case of conflict the most stringent requirement of the standards is applicable.

(B) The Prime Contractor's superintendent

The Prime Contractor's superintendent shall take an active role in enforcing the safety requirements by participation in safety conferences,

hazard analysis (see below), tool box meetings, walk-through inspections, correction of violations, etc., and including that of the subcontractor's work.

(C) Job Hazard Analysis:

Based on the construction schedule, the Contractor shall submit a job hazard analysis of each major phase of work prior to entering that phase of activity. The analysis shall include major or high risk hazards, as well as commonly recurring deficiencies that might possibly be encountered for that operation, and shall identify proposed methods and techniques of accomplishing each phase in a safe manner. The Prime Contractor's superintendent shall take active participation in the Job Hazard Analysis, including the subcontractors' work. Prior to start of actual work a meeting shall be held with Prime Contractor, Government, and affected subcontractor to review the Job Hazard Analysis. In addition, job site meetings shall be held to indoctrinate foreman and workers on details of this analysis.

(D) Violations:

If recurring violations and/or gross violation indicate that the safety performance is unsatisfactory, corrective action shall be taken as directed, and at the discretion of the Contracting Officer the retention or some part thereof will be withheld from the progress payment until corrective action has been completed.

(D) Fire Prevention:

Twenty-four hours notice shall be given to the Contracting Officer for coordination with the Facility Fire Department prior to conducting any fire hazardous operation. Cutting or welding will be permitted only in areas that are or have been made fire safe. Where possible, all combustibles shall be located at least 35 feet horizontally from the work site. Where such location is impracticable, combustibles shall be protected with fire blankets and/or protective welding screens to prevent slag from running out of the work area.

Edges of covers at the floor shall be tight to prevent sparks from going under them. This precaution is also important at overlaps where several covers are used to protect a large pile. Other fire prevention precautions shall be in accordance with the latest National Fire Codes.

(E) Recordkeeping/Reporting Requirements:

On all contract operations, the Prime Contractor shall be responsible for recording and reporting all accident exposure and experience incident work. (This includes exposure and experience of the prime contractor and his/her sub-contractor(s)). As a minimum these records shall include exposure work-hours and a log of occupational injuries and illnesses. (OSHA Form 200 or state equivalent as prescribed by 29 CFR 1904.5) Reference EM 385-1-1, 01.D.04.

(F) Accident Reporting:

In addition to the requirements for reporting accidents in accordance with EM 385-1-1, Section 1, the Prime Contractor will submit at the 50% point and 100% of project completion, a written summary of worker's compensation claims filed by workers on the project. The report will include all subcontractors. The main report covering the Prime Contractor claims will be certified as "correct and true" by the Contractor's compensation insurance carrier. The same certification will be required for subcontractor reports.

1.7 PLANNED UTILITY OUTAGES AND STREET CLOSURES:

All utility outages and street closures shall be of as short a duration as possible and shall be scheduled as far in advance as possible with the Contracting Officer, in no case less than **(14)** days before the outage or closure. The Contractor shall obtain in writing from the Contracting Officer a statement or schedule giving the permissible times of outages or closures for particular installations and the maximum time allowed for each. The Contractor shall strictly observe such schedules and will be held responsible for any violations.

1.8 EXCAVATION PERMITS:

All excavation permits will be issued to the Contractor from the Directorate of Engineering and Housing (DEH), through the Contracting Officer. The appropriate form, for this request, may be obtained from the Contracting Officer. Processing time required is 14 calendar days. Questions concerning the excavation permit should be directed to the Contracting Officer.

1.9 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER:

(A) This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the CONTRACT CLAUSE, Section 00700, 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:

(1) 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.

(2) 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.

(B) The following schedule of monthly anticipated adverse weather delays is 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.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY

WORK DAYS BASED ON (5) DAY WORK WEEK

<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
(06)	(05)	(05)	(04)	(01)	(00)	(00)	(00)	(01)	(02)	(05)	(06)

(C) Upon acknowledgement 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. (ER 415-1-15, 31 OCT 89)

1.10 EQUIPMENT DATA FORM

In conjunction with paragraph, EFARS 52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE, in Section 00800, the Contractor shall furnish SPK Form 450 for all necessary equipment to perform work requiring adjustment of contract price and shall submit these forms with the modification proposals. A sample form is at the end of this section.

1.11 SPECIAL CONTRACT REQUIREMENTS

The new fence alignment and gate locations are generally as indicated on drawing Sheet C2.0; the exact location has been marked by stakes at the site. The new fence shall be constructed in accordance with Specification Section 02821, and details shown on drawing Sheet C3.0.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

-- End of Section --

CONTRACTOR EQUIPMENT DATA SHEET (Data to be furnished by Contractor for all equipment to be used on modifications as required under the special provisions of the contract.)

DATE

CONTRACTOR

CONTRACT NUMBER

1. EQUIPMENT DESCRIPTION _____
2. MODEL AND SERIES _____
3. YEAR PURCHASED _____
4. PURCHASED PRICE AT YEAR PURCHASE _____
5. LIST PRICE YEAR OF MANUFACTURE _____
6. YEAR MANUFACTURED _____
7. EQUIPMENT HORSEPOWER _____
8. CARRIER HORSEPOWER _____
9. FUEL TYPE _____
10. SHIPPING WEIGHT _____
11. TIRE SIZE: FRONT - _____ DRIVE - _____ TRAILING - _____

REMARKS:

SECTION 02230
CLEARING AND GRUBBING
06/97

1 GENERAL

1.1 DEFINITIONS

1.1.1 Clearing

Clearing shall consist of the felling, trimming, and cutting of trees into sections and the satisfactory disposal of the trees and other vegetation designated for removal, including down timber, snags, brush, and rubbish occurring in the areas to be cleared.

1.1.2 Grubbing

Grubbing shall consist of the removal and disposal of stumps, roots larger than 3 inches in diameter, and matted roots from the designated grubbing areas.

1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-18 Records

Materials Other Than Salable Timber; FIO.

Written permission to dispose of such products on private property shall be filed with the Contracting Officer.

1.3 MEASUREMENT

1.3.1 Measured Clearing

Clearing shall be measured in acres of clearing actually performed. Areas of light brush, shrubs, and other vegetation that can be cut with a brush hook, scythe, or mowing machine shall not be measured as clearing.

1.3.2 Measured Grubbing

Grubbing shall be measured in acres of grubbing actually performed. Areas where tree roots and timber are less than 3 inches in diameter and areas where roots of brush, shrubs, and other vegetation can be removed by plowing shall not be measured as grubbing.

1.4 PAYMENT

1.4.1 Paid Clearing

Payment for clearing will be made at the contract unit price per acre for clearing, and this price shall constitute full compensation for all labor, equipment, tools, and incidentals necessary to complete the work specified herein.

1.4.2 Paid Grubbing

Payment for grubbing will be made at the contract unit price per acre for grubbing, and this price shall constitute full compensation for all labor, equipment, tools, and incidentals necessary to complete the work specified herein.

2 PRODUCTS (NOT APPLICABLE)

3 EXECUTION

3.1 CLEARING

Trees, stumps, roots, brush, and other vegetation in areas to be cleared shall be cut off flush with or below the original ground surface, except such trees and vegetation as may be indicated or directed to be left standing. Trees designated to be left standing within the cleared areas shall be trimmed of dead branches 1-1/2 inches or more in diameter and shall be trimmed of all branches the heights indicated or directed. Limbs and branches to be trimmed shall be neatly cut close to the bole of the tree or main branches. Cuts more than 1-1/2 inches in diameter shall be painted with an approved tree-wound paint. Trees and vegetation to be left standing shall be protected from damage incident to clearing, grubbing, and construction operations by the erection of barriers or by such other means as the circumstances require.

3.2 GRUBBING

Material to be grubbed, together with logs and other organic or metallic debris not suitable for foundation purposes, shall be removed to a depth of not less than 18 inches below the original surface level of the ground in areas indicated to be grubbed and in areas indicated as construction areas under this contract, such as areas for buildings, and areas to be paved. Depressions made by grubbing shall be filled with suitable material and compacted to make the surface conform with the original adjacent surface of the ground.

3.3 TREE REMOVAL

Where indicated or directed, trees and stumps that are designated as trees shall be removed from areas outside those areas designated for clearing and grubbing. This work shall include the felling of such trees and the removal of their stumps and roots as specified in paragraph GRUBBING. Trees shall be disposed of as specified in paragraph DISPOSAL OF MATERIALS.

3.4 DISPOSAL OF MATERIALS

Logs, stumps, roots, brush, rotten wood, and other refuse from the clearing and grubbing operations shall be disposed of outside the limits of Government-controlled land at the Contractor's responsibility, except when otherwise directed in writing. Such directive will state the conditions covering the disposal of such products and will also state the areas in which they may be placed.

SECTION 02821

FENCING
04/99

1 GENERAL

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 A 116	(1995) Zinc-Coated (Galvanized) Steel Woven Wire Fence Fabric
ASTM A 121	(1992a) Zinc-Coated (Galvanized) Steel Barbed Wire
ASTM A 153/A 153M	(1998) Zinc-Coated (Hot Dip) on Iron and Steel Hardware
ASTM A 176	(1997) Stainless and Heat-Resisting Chromium Steel Plate, Sheet, and Strip
ASTM A 392	(1996) Zinc-Coated Steel Chain-Link Fence Fabric
ASTM A 478	(1997) Chromium-Nickel Stainless and Heat-Resisting Steel Weaving and Knitting Wire
ASTM A 491	(1996) Aluminum-Coated Steel Chain-Link Fence Fabric
ASTM A 585	(1997) Aluminum-Coated Steel Barbed Wire
ASTM A 666	(1996b) Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Paste, and Flat Bar
ASTM A 702	(1989; R 1994) Steel Fence Posts and Assemblies, Hot Wrought
ASTM A 780	(1993a) Repair of Damaged and Uncoated Areas of Hot-Dipped Galvanized Coatings
ASTM A 824	(1995) Metallic-Coated Steel Marcellled Tension Wire for Use With Chain Link Fence
ASTM C 94	(1998) Ready-Mixed Concrete

ASTM D 4541	(1995) Pull-Off Strength of Coatings Using Portable Adhesion Testers
ASTM F 626	(1996) Fence Fittings
ASTM F 668	(1996) Poly(Vinyl Chloride) (PVC)-Coated Steel Chain-Link Fence Fabric
ASTM F 883	(1997) Padlocks
ASTM F 900	(1994) Industrial and Commercial Swing Gates
ASTM F 1043	(1998a) Strength and Protective Coatings on Metal Industrial Chain-Link Fence Framework
ASTM F 1083	(1997) Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures
ASTM F 1184	(1994) Industrial and Commercial Horizontal Slide Gates
ASTM G 23	(1996) Operating Light-Exposure Apparatus (Carbon-Arc Type) With and Without Water for Exposure of Nonmetallic Materials
ASTM G 26	(1996) Operating Light-Exposure Apparatus (Xenon-Arc Type) With and Without Water for Exposure of Nonmetallic Materials
ASTM G 53	(1996) Operating Light- and Water-Exposure Apparatus (Fluorescent UV-Condensation Type) for Exposure of Nonmetallic Materials

1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-13 Certificates

Chain Link Fence; FIO.

Statement, signed by an official authorized to certify on behalf of the manufacturer, attesting that the chain link fence and component materials meet the specified requirements.

2 PRODUCTS

2.1 FENCE FABRIC

Fence fabric shall conform to the following:

2.1.1 Chain Link Fence Fabric

ASTM A 491, Type I, aluminum-coated steel wire. Fabric shall be fabricated of 11 gauge wire woven in 2 inch mesh. Fabric height shall be 7 feet. Fabric shall be twisted and barbed on the top selvage and knuckled on the bottom selvage.

2.2 GATES

ASTM F 900 and/or ASTM F 1184. Gate shall be the type and swing shown. Gate frames shall conform to strength and coating requirements of ASTM F 1083 for Group IA, steel pipe, with external coating Type A, nominal pipe size (NPS) 1-1/2. Gate frames shall conform to strength and coating requirements of ASTM F 1043, for Group IC, steel pipe with external coating Type A or Type B, nominal pipe size (NPS) 1-1/2. Gate fabric shall be as specified for chain link fabric. Gate leaves more than 8 feet wide shall have either intermediate members and diagonal truss rods or shall have tubular members as necessary to provide rigid construction, free from sag or twist. Gate leaves less than 8 feet wide shall have truss rods or intermediate braces. Gate fabric shall be attached to the gate frame by method standard with the manufacturer except that welding will not be permitted. Latches, hinges, stops, keepers, rollers, and other hardware items shall be furnished as required for the operation of the gate. Latches shall be arranged for padlocking so that the padlock will be accessible from both sides of the gate. Stops shall be provided for holding the gates in the open position.

2.3 POSTS

2.3.1 Metal Posts for Chain Link Fence

ASTM F 1083, zinc-coated. Group IA, with external coating Type A steel pipe. Group IC steel pipe, zinc-coated with external coating Type A or Type B shall meet the strength and coating requirements of ASTM F 1043. Sizes shall be NPS 2-1/2 Schedule 40 for terminal posts, and NPS 2 Schedule 40 for line posts. Line posts and terminal (corner, gate, and pull) posts selected shall be of the same designation throughout the fence. Gate posts shall be for the gate type specified subject to the limitation specified in ASTM F 900 and/or ASTM F 1184.

2.4 BRACES

ASTM F 1083, zinc-coated, Group IA, steel pipe, size NPS 1-1/4 Schedule 40. Group IC steel pipe, zinc-coated, shall meet the strength and coating requirements of ASTM F 1043.

2.5 WIRE

2.5.1 Tension Wire

Tension wire shall be Type I or Type II, Class 2 coating, in accordance with ASTM A 824.

2.6 ACCESSORIES

ASTM F 626. Ferrous accessories shall be zinc or aluminum coated. Truss rods shall be furnished for each terminal post. Truss rods shall be provided with turnbuckles or other equivalent provisions for adjustment. Tie wire for attaching fabric to rails, braces, and posts shall be 11 gauge steel wire and match the coating of the fence fabric. Miscellaneous hardware coatings shall conform to ASTM A 153/A 153M unless modified

2.7 CONCRETE

ASTM C 94, using 3/4 inch maximum size aggregate, and having minimum compressive strength of 3000 psi at 28 days. Grout shall consist of one part portland cement to three parts clean, well-graded sand and the minimum amount of water to produce a workable mix.

2.8 PADLOCKS

Padlocks shall conform to ASTM F 883, Type P01, Option A, Grade 6.

PART 3 EXECUTION

3.1 INSTALLATION

Fence shall be installed to the lines and grades indicated. Line posts shall be spaced equidistant at intervals not exceeding 10 feet. Terminal (corner, gate, and pull) posts shall be set at abrupt changes in vertical and horizontal alignment. Fabric shall be continuous between terminal posts; however, runs between terminal posts shall not exceed 500 feet. Any damage to galvanized surfaces, including welding, shall be repaired with paint containing zinc dust in accordance with ASTM A 780.

3.2 EXCAVATION

Post holes shall be cleared of loose material. Waste material shall be spread where directed. The ground surface irregularities along the fence line shall be eliminated to the extent necessary to maintain a 2 inch clearance between the bottom of the fabric and finish grade.

3.3 POST INSTALLATION

3.3.1 Posts for Chain Link Fence

Posts shall be set plumb and in alignment. Except where solid rock is encountered, posts shall be set in concrete to the depth indicated on the drawings. Where solid rock is encountered with no overburden, posts shall be set to a minimum depth of 18 inches in rock. Where solid rock is covered with an overburden of soil or loose rock, posts shall be set to the minimum depth indicated on the drawing unless a penetration of 18 inches in solid rock is achieved before reaching the indicated depth, in which case depth of penetration shall terminate. All portions of posts set in rock shall be grouted. Portions of posts not set in rock shall be set in concrete from the rock to ground level. Posts set in concrete shall be set in holes not less than the diameter shown on the drawings. Diameters of holes in solid rock shall be at least 1 inch greater than the largest cross section of the post. Concrete and grout shall be thoroughly consolidated around each post, shall be free of voids and finished to form a dome. Concrete and grout shall be allowed to cure for 72 hours prior to attachment of any item to the

posts. Group II line posts may be mechanically driven, for temporary fence construction only, if rock is not encountered. Driven posts shall be set to a minimum depth of 3 feet and shall be protected with drive caps when being set.

3.4 BRACES AND TRUSS RODS

Braces and truss rods shall be installed as indicated and in conformance with the standard practice for the fence furnished. Horizontal (compression) braces and diagonal truss (tension) rods shall be installed on fences over 6 feet in height. A center brace or 2 diagonal truss rods shall be installed on 12 foot fences. Braces and truss rods shall extend from terminal posts to line posts. Diagonal braces shall form an angle of approximately 40 to 50 degrees with the horizontal. No bracing is required on fences 6 feet high or less if a top rail is installed.

3.5 TENSION WIRES

Tension wires shall be installed along the top and bottom of the fence line and attached to the terminal posts of each stretch of the fence. Top tension wires shall be installed within the top 4 inches of the installed fabric. Bottom tension wire shall be installed within the bottom 6 inches of the installed fabric. Tension wire shall be pulled taut and shall be free of sag.

3.6 CHAIN LINK FABRIC

Chain link fabric shall be installed on the side of the post indicated. Fabric shall be attached to terminal posts with stretcher bars and tension bands. Bands shall be spaced at approximately 15 inch intervals. The fabric shall be installed and pulled taut to provide a smooth and uniform appearance free from sag, without permanently distorting the fabric diamond or reducing the fabric height. Fabric shall be fastened to line posts at approximately 15 inch intervals and fastened to all rails and tension wires at approximately 24 inch intervals. Fabric shall be cut by untwisting and removing pickets. Splicing shall be accomplished by weaving a single picket into the ends of the rolls to be joined. The bottom of the installed fabric shall be 2 plus or minus 1/2 inch above the ground.