SPECIFICATIONS
(FOR CONSTRUCTION CONTRACT)

Solicitation No. DACW45-02-B-0007

Wood River Flood Protection

Grand Island, NE

March 2002

US Army Corps
of Engineers
Omaha District

SPECIFICATIONS FOR CONSTRUCTION OF

WOOD RIVER FLOOD PROTECTION
GRAND ISLAND, NE

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SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	DACW45-02-B-0007	☒ SEALED BID (IFB) ☐ NEGOTIATED (RFP)	01 Mar 2002	1 OF 4

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.

7. ISSUED BY CODE CT

U S ARMY ENGINEER DISTRICT, OMAHA
106 South 15th Street
Omaha, Nebraska 68102-1618

8. ADDRESS OFFER TO

U.S.ARMY CORPS OF ENGINEERS, OMAHA
Attn: CONTRACTING DIVISION (CENWO-CT)
106 South 15th Street
Omaha, Nebraska 68102-1618

9. FOR INFORMATION CALL: ▶	A. NAME	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
	See SECTION 00100, Para. 25	See SECTION 00100, Para. 25

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):

The Offeror hereby agrees to do all the work described in these documents entitled:

Wood River Flood Protection, Grand Island, NE

RETURN WITH BIDS: SECTION 00010 (SF1442), SECTION 00600 REPRESENTATIONS, CERTIFICATIONS & OTHER STATEMENTS OF BIDDERS, and all Bonding Requirements, See SECTION 00700 CONTRACT CLAUSES and SECTION 00100 for Performance and Payment Bonds.

11. The Contractor shall begin performance within 10 calendar days and complete it within 548 calendar days after receiving

☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See _____.)

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

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 2:00 pm (hour) local time 03 Apr 2002 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☒ is, ☐ 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.

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)
DUNS Number:	16. REMITTANCE ADDRESS (Include only if different than Item 14)
CODE FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within 60 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 ▶

See Attached Bidding Schedule

Contractor's Fax No._____ CAGE CODE _____

Contractor's E-Mail address_____

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 26	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
U.S. Army Engineer District, Omaha 106 South 15th Street Omaha, Nebraska 68102-1618	USAED Omaha c/o USACE Finance Center 5722 Integrity Drive Millington, TN 38054-5005

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, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications 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

STANDARD FORM 1442 BACK (REV. 4-85)

BIDDING SCHEDULE

Bid Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
1.	Clearing and Grubbing	Job	L.S.		$_____
2.	Compacted Embankment	591,057	C.Y.	$_____	$_____
3.	Excavation	784,344	C.Y.	$_____	$_____
4.	Non-Compacted Embankment	193,287	C.Y.	$_____	$_____
5.	Embankment Drain	36,481	C.Y.	$_____	$_____
6.	Levee Surfacing	16,363	Tons	$_____	$_____
7.	Topsoil	310,845	C.Y.	$_____	$_____
8.	Riprap				
	a) Type A	1,962	Tons	$_____	$_____
	b) Type B	840	Tons	$_____	$_____
9.	Bedding				
	a) Type A Riprap	1,390	Tons	$_____	$_____
	b) Type B Riprap	330	Tons	$_____	$_____
10.	Granular Blanket Material	290	Tons	$_____	$_____
11.	Underwater Fill	18,000	C.Y.	$_____	$_____
12.	Subdrain Filter Material	25	Tons	$_____	$_____
13.	Seeding and Mulching	385	Acres	$_____	$_____
14.	Wetland Construction	Job	L.S.		$_____
15.	Diversion Structure	Job	L.S.		$_____
16.	Quarry Access Road Box Culvert	Job	L.S.		$_____
17.	Sheet Pile Cut-off	2,475	SF	$_____	$_____
18.	Culvert Structure				
	a) No. 1	Job	L.S.		$_____
	b) No. 2	Job	L.S.		$_____
	c) No. 3	Job	L.S.		$_____
	d) No. 3A	Job	L.S.		$_____
	e) No. 4	Job	L.S.		$_____
	f) No. 5	Job	L.S.		$_____
	g) No. 6	Job	L.S.		$_____
	h) No. 7	Job	L.S.		$_____
	i) No. 8	Job	L.S.		$_____
	j) No. 9	Job	L.S.		$_____

19.	All Remaining Work Complete Excluding Bid Item Nos. 1 thru 18 above.	Job	L.S.	$_____

TOTAL AMOUNT (BASIC) $_____
(in figures)

Notes:

1. Quantities for unit priced items are estimated only and the respective unit price will prevail in the event of an overrun or underrun subject to Contract Clauses (Section 00800) Clause "Variation in Estimated Quantities."

2. Bid prices must be entered for all items of the schedule. Total amount bids submitted without bid prices being entered on individual items will be rejected. Extensions will be subject to verification by the Government. In case of variation between the unit price and the extension, the unit price will be considered the bid. In case of variation between the individual bid item prices and the total amount, the individual bid prices will be considered the bid.

3. A modification to a bid which provides for a single adjustment to the total amount bid, should state the application of the adjustment to each respective lump sum price and unit price affected.

SECTION 00100

INSTRUCTIONS, CONDITIONS & NOTICES TO BIDDERS
(July 2000, Revised February 2002)

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SECTION 00100

INSTRUCTIONS, CONDITIONS & NOTICES TO BIDDERS

1 GENERAL BIDDING INFORMATION

Bids shall be either mailed or hand-carried as indicated below. Bid will be PUBLICLY opened at the bid time indicated on Standard Form SF 1442 (Page 00010-1).

1.1 MAILED BIDS AND HAND-CARRIED BIDS

Mailed bids shall be addressed to the location as indicated on Standard Form SF 1442 (Page 00010-1), Item No. 8.

Due to heightened security at Government installations, those bidders who have their bids hand-carried shall contact Diana Vanderzanden, Contract Specialist at (402) 221- 4044 or (402) 221-4100 prior to delivering to the U. S. Army Corps of Engineer District, Omaha, 106 South 15th Street, Omaha, NE.

On the date specified and for thirty (30) minutes prior to time specified on Standard Form SF 1442, Page 00010-1, item 13.A, a Contracting representative will be in the lobby to accept bids. At the time specified on Standard SF 1442 Page 00010-1, item 13.A, the designated bid opening official will announce that receipt of bids is closed. Official time will be established by clock located in the area where bids are received.

Anyone wishing to attend this public opening will be required to present photo identification to sign in and then will be escorted to the facility where bids will be opened. Once bids have been opened, read and recorded, attendees will then be escorted to exit the building.

1.2 SOLICITATION RESTRICTIONS

SOLICITATION OF BIDS WILL BE RESTRICTED TO SMALL BUSINESS CONCERNS ONLY.

1.3 BASIS FOR AWARD.

IT IS INTENDED THAT AWARD WILL BE MADE TO ONE BIDDER FOR THE ENTIRE WORK.

1.4 APPROPRIATION AND AUTHORITY

APPROPRIATION: 96 X 3122 Construction General

AUTHORITY: The work provided for herein is authorized:

1.5 DESCRIPTION OF WORK

The scope of this project is to furnish all plant, labor, materials, and equipment and performing all work for the Wood River Flood Control. Work shall be in accordance with plans and specifications issued with this solicitation.

1.6 ESTIMATED CONSTRUCTION COST

The estimated construction cost of this project is between $5,000,000 and $7,000,000.

2 (FAR 52.214-6) EXPLANATION TO PROSPECTIVE BIDDERS (APRIL 1984).

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

3 (FAR 52.214-1) SOLICITATION DEFINITIONS - SEALED BIDDING (JULY 1987).

"Government" means United States Government. "Offer" means "bid" in sealed bidding. "Solicitation" means an invitation for bids in sealed bidding. (FAR 52.214-1.)

(NOTE: FACSIMILE, ELECTRONIC COMMERCE OR TELEGRAPHIC BIDS ARE NOT AUTHORIZED AND WILL NOT BE ACCEPTED. TELEGRAPHIC MODIFICATIONS OR WITHDRAWAL OF BIDS ARE AUTHORIZED. FACSIMILE MODIFICATIONS OR WITHDRAWAL ARE NOT AUTHORIZED.)

4 (FAR 52.214-5) SUBMISSION OF BIDS (MAR 1997).

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation and (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.

(b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a) (1) and (2) of this provision when delivered to the office specified in the solicitation.

(c) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.

(d) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation

(e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

5 (FAR 52.214-18) PREPARATION OF BIDS - CONSTRUCTION (APRIL 1984).

(a) Bids 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 bid must initial each erasure or change appearing on any bid form.

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

(1) Lump sum bidding;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of subparagraphs (1) through (3) above.

(c) If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.

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

6 (FAR 52.214-4) FALSE STATEMENTS IN BIDS (APRIL 1984).

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

(NOTE: FACSIMILE, ELECTRONIC COMMERCE OR TELEGRAPHIC BIDS ARE NOT AUTHORIZED AND WILL NOT BE ACCEPTED. TELEGRAPHIC MODIFICATIONS OR WITHDRAWAL OF BIDS ARE AUTHORIZED. FACSIMILE MODIFICATIONS OR WITHDRAWAL ARE NOT AUTHORIZED.)

7 (FAR 52.214-7) LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999).

(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.

(b)(1) Any bid, modification, or withdrawal received at the Government

office designated in the IFB after the exact time specified for receipt of bids is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and—

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

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government’s control prior to the time set for receipt of bids.

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

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

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

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(End of provision)

8 INFORMATION FOR MODIFYING BIDS.

Bids which have been delivered to the designated bid receiving office may be modified or withdrawn by mail, mailgram, or telegram received at any time before the exact time set for receipt of bids. Modifications or withdrawals sent by mail should be transmitted to the place of bid opening Standard Form SF1442 (Page 00010-1), Item 8. Telephone modifications or withdrawals, other than telecopier, will not be accepted. All bid modifications or withdrawals must be signed by the bidder or its authorized representative. Any questions regarding these procedures should be directed to the Omaha District's Contracting Division at (402) 221-4044. This number should also be used to verify the receipt of messages.

9 BID GUARANTEE.

See Contract Clauses clause FAR 52.228-1, BID GUARANTEE. Bid guarantee MUST be in an original and accompanied by an original power of attorney of the surety.

10 PERFORMANCE AND PAYMENT BONDS.

See Contract Clauses clause FAR 52.228-15, PERFORMANCE AND PAYMENT BONDS. To have the bond considered valid, both the bond and the Power of Attorney must be original. Facsimile copies will not be acceptable, and will render the bid invalid, therefore eliminating it from competition.

(NOTE: FOR THE PURPOSES OF THIS SOLICITATION, THE WORD "ITEM" SHALL BE CONSIDERED TO MEAN "SCHEDULE.")

11 (FAR 52.214-19) CONTRACT AWARD - SEALED BIDDING - CONSTRUCTION (AUG 1996).

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may reject any or all bids, and waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation of the bid.

(d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work, and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, of it is so unbalanced as to be tantamount to allowing an advance payment.

12 NORTH AMERICAN CLASSIFICATION SYSTEM (NAICS).

In accordance with NAICS Manual, the work in this solicitation is assigned classification code 23491.

13 SMALL BUSINESS SIZE STANDARD.

This solicitation is limited to small business concerns, but, for definition purposes, a concern is small if its average annual receipts for its preceding 3 fiscal years did not exceed $27.5 million. (based on FAR 19.102)

14 (FAR 52.214-3) AMENDMENTS TO INVITATIONS FOR BIDS (DECEMBER 1989).

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, (3) by letter or telegram or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt of bids. (FAR 52.214-3.)

15 CHANGES PRIOR TO OPENING BIDS.

The right is reserved, as the interest of the Government may require, to revise the specifications and/or drawings prior to the date set for opening bids. Such revisions will be announced by an amendment or amendments to this Invitation for Bids. **It shall be the responsibility of the prospective bidder to obtain copies of amendments from the website listed in paragraph: PLAN HOLDER'S LIST below**. The Government may (but not required) send an amendment notification to let prospective bidders know that an amendment has been issued.] If the revisions and amendments are of a nature which requires material changes in quantities or prices to be bid, the date set for opening bids may be postponed as necessary, in the opinion of the Commander, to enable bidders to revise their bids. In such cases, the amendment will include an announcement of the new date for opening bids.

16 (FAR 52.214-34) SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

17 (FAR 52.214-35) SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

18 (EFARS 52.214-5000) ARITHMETIC DISCREPANCIES.

(a) For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by the bidder:

(1) Obviously misplaced decimal points will be corrected;

(2) In case of discrepancy between unit price and extended price, the unit price will govern;

(3) Apparent errors in extension of unit prices will be corrected;

(4) Apparent errors in addition of lump sum and extended prices will be corrected.

(b) For the purposes of bid evaluation, the Government will proceed on the assumption that the bidder intends his bid to be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

19 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DESCRIPTIONS.

Specifications, standards, and descriptions cited in this solicitation are available as indicated below:

19.1 (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 (DEC 1999).

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained—

(a) From the ASSIST database via the Internet at http://assist.daps.mil; or

(b) 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.

(End of provision)

19.2 CORPS OF ENGINEERS SPECIFICATIONS.

Corps of Engineers specifications of the CRD-C series may be obtained from the National Institute of Building Sciences Construction Criteria Base (CCB) on CD-ROM. Contact the CCB directly at (202) 289-7800 for an order form or obtain an order form at the following internet address: http://www.ccb.org/ccbsubscribe/Subsmain.asp. There is a regular annual subscription fee to CCB of $700 per year. (Note: This is considered to be the Contractor's responsibility and cost). This will include CCB on CD-ROM or DVD plus unlimited internet access plus access to the new Whole Building Design

Guide, now under construction and scheduled for launch in October 2001. Selected Corps of Engineers specifications of CRD-C series are available in Acrobat Reader .pdf file format at the following internet address: http://www.wes.army.mil/SL/MTC/handbook/handbook.htm.

19.3 COMMERCIAL (NON-GOVERNMENT) SPECIFICATIONS, STANDARDS, AND DESCRIPTIONS.

These specifications, standards, and descriptions are not available from Government sources. They may be obtained from the publishers.

20 AVAILABLE PLANT.

Each bidder shall, upon request of the Contracting Officer, furnish a list of the plant available to the bidder and proposed for use on the work.

21 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE.

Whenever a contract or modification of contract price is negotiated, the Contractor's cost proposals for equipment ownership and operating expenses shall be determined in accordance with the requirements of paragraph: EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE, contained in Section: 00800, SPECIAL CONTRACT REQUIREMENTS of the specifications. A copy of EP 1110-1-8 "Construction Equipment Ownership and Operating Expense Schedule" is available for review at the office listed in paragraph: SITE VISIT (CONSTRUCTION) herein or at the following internet address: http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/ep.htm. (copy also included on CD-ROM issued with this solicitation). .

22 NOTICE REGARDING BUY AMERICAN ACT.

The Buy American Act (41 U.S.C. 10a-10d) generally requires that only domestic construction material be used in the performance of this contract. Exception from the Buy American Act shall be permitted only in the case of nonavailability of domestic construction materials. A bid or proposal offering nondomestic construction material will not be accepted unless specifically approved by the Government. When a bidder or offeror proposes to furnish nondomestic construction material, his bid or proposal must set forth an itemization of the quantity, unit price, and intended use of each item of such nondomestic construction material. When offering nondomestic construction material pursuant to this paragraph, bids or proposals may also offer, at stated prices, any available comparable domestic construction material, so as to avoid the possibility that failure of a nondomestic construction material to be acceptable under this paragraph will cause rejection of the entire bid. All bidders are cautioned that, prior Government conduct notwithstanding, the Contractor's selection of a domestic construction material (as defined in FAR 52.225-5 Buy American Act-Construction Materials) which would require the subsequent selection of a foreign construction material for compatibility is not a justification for

waiver of the Buy American Act. It is the Contractor's responsibility to verify, prior to submitting the materials for approval, that each system can be built to meet the contract specifications without the use of foreign construction materials.

23 NEBRASKA SALES AND USE TAX.

Materials installed under this contract are not exempt and the tax must be included in the amount bid. Telephone: (402) 595-2065 (Department of Revenue-Omaha).

24 (FAR 52.236-27) SITE VISIT (CONSTRUCTION) (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) Contractors interested in inspecting the site of the proposed work should contact Milt Moravek, NRD Project Manager, 215 North Kaufman Ave, Grand Island, NE 68803. Phone Number 308-385-6282

25 BIDDER'S QUESTIONS AND COMMENTS.

Questions and/or comments relative to these bidding documents should be submitted via e-mail or mailed to the address identified in paragraph: AVAILABILITY OF BID RESULTS below. Comments should reach this office no later than 20 calendar days prior to the date set for opening of bids, if feasible, in order that changes, if needed, may be added by amendment. E-mail addresses, FAX numbers, items for question and points of contact are listed below. Phone calls with questions should be made between 8:30 a.m. and 3:30 p.m. (Central Standard Time) Monday through Friday.

Note: A courtesy copy of all questions shall be sent to the Contract Specialist (Contractual Matters Point of Contact), the Program Manager and Specifications Section (Technical Content Points of Contact).

Items for Question	Points of Contact/ Phone numbers/ FAX Numbers	E-mail Addresses
Contractual Matters: Ordering CD-Rom of the plans and specifications (limit One per firm)/ amendments**/ Bid Results (See Paragraph AVAILABILITY OF BID RESULTS, below)/ Receipt of Bids	Diana Vanderzanden 402-221-4044 (phone) 402-221-4199 (Fax)	Diana.L.Vanderzanden@usace.army.mil

Planholder's List	See paragraph: PLAN HOLDER'S LIST, below.	
Small Business Matters	Hubert Carter 402-221-4110 (phone)	hubert.j.carter@usace.army.mil
Technical Contents Of Plans and Specification	Ed Haffke 402-221-3666 (phone)	Edward.O.Haffke@usace.army.mil
	Or Specifications Section Marylee Stobbe 402-221-4411 (Phone) 402-221-3842 (Fax)	Marylee.F.Stobbe@usace.army.mil
Site Inspection	See Paragraph: SITE VISIT (CONSTRUCTION), above	

**** - The Government may elect to send a notification that an amendment has been posted to the Government's web address. It shall be the Contractor's, Subcontractor's and Supplier's responsibility to check the Government's web address for amendments.**

25.1 PLAN HOLDER'S LIST.

The CD-Rom will provide a list of plan holders that have registered at the time the CD-Rom was created. It is bidder's responsibility to check for any updates to the plan holder's list, which is available at the following web address:

http://ebs-nwo.wes.army.mil/

25.2 AVAILABILITY OF BID RESULTS (Local Clause/Provision)

Bid results will be available after bid opening on the Governent's web address: http://ebs-nwo.wes.army.mil/. Official bid abstracts will be available and may be requested by sending a self-addressed stamped envelope to: U.S. Army Corps of Engineers, Omaha District, ATTN: CENWO-CT-C(Vanderzanden), 106 South 15th Street, Omaha, NE 68102-1618.

26 (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 acknowledgement of receipt from District Counsel, 106 South 15th

Street, Omaha, Nebraska 68102-1618.

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

27 PRE-AWARD SURVEY INFORMATION (Local Provision) (Sep 93)

In accordance with Paragraph PERFORMANCE AND PAYMENT BONDS, request that the following information be submitted with your bid. This facilitates the award process.

1. Financial
   - Name, address, and fax number of Financial Institution
   - Name and phone number of finance individual (primary and alternate) to be contacted for information

2. Bonding Information
   - Provide the name, address, regular phone number and fax number of your Surety Company.

3. Performance
   - Provide three (3) references to be contacted on your company's performance

The following information should be submitted:
Name and Fax number of Owner/User
Project Name, Location, Contract Number, and dollar value
Name and phone number of individuals (primary and alternate) that can verify performance of the project

28 (FAR 52.204-6) DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUNE 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.

(End of provision)

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

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

30 SUBCONTRACTING PLAN/SUBCONTRACTING GOALS REGARDING THE UTILIZATION OF SMALL BUSINESS CONCERNS.

a. Application. This clause applies only to large business concerns submitting bids for services exceeding $500,000 or for construction exceeding $1,000,000.

b. Federal Acquisition Regulations (FAR). Attention is directed to the following FAR provisions contained in this solicitation:

52.219-8, Utilization of Small Business Concerns (Alternate I)

52.219-9, Small Business Subcontracting Plan (Alternate I)

52.219-16, Liquidated Damages - Small Business Subcontracting Plan

52.226-1, Utilization of Indian Organizations and Indian-Owned Economic Enterprises

c. Goals. The U.S. Army Corps of Engineers considers the following goals reasonable and achievable for fiscal year 2002 and for the performance of the resultant contract:

(1) 61.4% of planned subcontracting dollars with small business concerns.

(2) 9.1% of planned subcontracting dollars with those small business concerns owned and controlled by socially and economically disadvantaged individuals.

(3) 5.0% of planned subcontracting dollars with those small

business concerns owned and controlled by women.

(4) 3.0% of planned subcontracting dollars with those small business concerns owned and controlled by Severely Disable Veterans.

(5) 2.5% of planned subcontracting dollars with those small business concerns owned and controlled by HubZones.

d. Submission and Review of Subcontracting Plan.

SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN IS NOT APPLICABLE TO SMALL BUSINESSES.

(1) The apparent low bidder must submit a subcontracting plan within five (5) calendar days after bid opening (a longer period maybe granted by the Contracting Officer upon request) within 24 hours after notification by the Government to the Contracting Activity.

(2) Goals included in the subcontracting plan should be at least equal to those indicated above. If lesser goals are proposed, the bidder may be required to substantiate how the proposed plan represents the bidder's best effort to comply with the terms and conditions of the solicitation. Bidders are highly encouraged to become familiar with the intent of the solicitation provisions and the elements of the subcontracting plan.

(3) The subcontracting plan must contain, as a minimum, the elements set forth in FAR provision 52.219-9. An example subcontracting plan will be furnished to the apparent low bidder (upon request). The example subcontracting plan (if requested) should not be construed as an acceptable subcontracting plan. Any format will be acceptable provided that the plan addresses each element as required by the Federal Acquisition Regulations and its supplements.

(4) Proposed plans will be reviewed by the Government to ensure the plan represents the firm's best efforts to maximize subcontracting opportunities for small, small disadvantaged and women-owned businesses.

(5) Subcontracting plans are required to be approved prior to Contract Award. The approved subcontracting plan (to include goals) will become a material part of the contract.

e. Failing to Submit An Acceptable Subcontracting Plan. An apparent low bidder failing to submit a subcontracting plan which demonstrates a reasonable effort to meet the goals listed above or provide an explanation why lesser goals are proposed (upon request), will be considered as non-responsive and not considered eligible for award of the contract.

f. Questions or Assistance Needed in Developing Subcontracting Plan. For any questions or assistance needed in developing the subcontracting plan, contact the Contract Specialist or District's Deputing for Small Business (See paragraph: BIDDER QUESTIONS AND COMMENTS, Contract Specialist [Bid Results] or the District's Deputy for Small Business [Small Business] or fax

your inquiries to 402-221-4199).

31 (DFARS 252.204-7004) REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

(1) “Central Contractor Registration (CCR database” 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. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent 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.ccr.gov.

(End of clause)

REQUIRED CENTRAL CONTRACTOR REGISTRATION (CCR)

Register Now: Don't wait until you submit an offer on a solicitation. You must be registered to receive the contract award. It can often take 30 days for CCR to process your registration information.

Register One of Three Ways:

Internet: http://www.ccr.gov

Value Added Network (VAN) for EDI users: Contact your VAN for information. If you need to find a VAN look at http://www.acq.osd.mil/ec/ecip/van_list.htm

FAX or Mail: Call (888)227-2423 or (616)961-4725 to receive a registration package. FAX or mail the completed information to the CCR Assistance Center. It can take up to 30 days to process a faxed or mailed package.

CCR Assistance Center
74 Washington Street North, Suite 7
Battle Creek, MI 49017-3084
FAX: (616)961-7243

SECTION 00600
REPRESENTATIONS, CERTIFICATIONS & OTHER STATEMENTS OF BIDDERS

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SECTION 00600
REPRESENTATIONS, CERTIFICATIONS & OTHER STATEMENTS OF BIDDERS

The bidder (offeror) makes the following certification and representations as a part of the bid, shall check the appropriate boxes, fill in the appropriate information, and provide signatures on the attached "Solicitation Form" (00600) pages, and submit with Standard Form 1442 (Section 00010).

1. (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.

2. (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.

3. (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 _____

(End of provision)

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

(a) *Definition.* 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.
(End of provision)

5. (DFARS 252.204-7001) COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999).

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will-

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

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

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—
(i) The Offeror and/or any of its Principals—
(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
(B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
(ii) The Offeror has [ ] has not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e*.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject

to Prosecution Under Section 1001, Title 18, United States Code.

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

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

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

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

7. (DFARS 252.209-7001) DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT THAT SUPPORTS TERRORISM (MAR 1998) [For Contracts exceeding $100,000]

(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.
(End of provision)

8. (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, and other characteristics that "equal" products must meet are specified in the solicitation.

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

(1) Meet the salient physical, functional, and other characteristics specified in the solicitation;

(2) Clearly identify the item by--

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as cuts, 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 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.

9. RESERVED

10. RESERVED

11. (FAR 52.219-1) SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001) ALTERNATE I (OCT 2000) ALTERNATE II (OCT 2000)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [insert NAICS code].

(2) The small business size standard is $_____ (insert size standard).

(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 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 offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

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

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

(6) [*Complete only if 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 place of ownership, 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 part126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture*: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

____ Black American.

____ Hispanic American.

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

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

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

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

(c) Definitions. As used in this provision—

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans

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

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

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

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

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

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

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

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

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; 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 sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

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

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

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

12. (FAR 52.219-2) <u>EQUAL LOW BIDS (OCT 1995)</u>

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

_____ _____

_____ _____

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

13. RESERVED

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

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

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

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

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

No. of Employees	Average Annual Gross Revenues
_____50 or fewer	_____$1 million or less
_____51 - 100	_____$1,000,001 - $2 million
_____101 - 250	_____$2,000,001 - $3.5 million
_____251 - 500	_____$3,500,001 - $5 million
_____501 - 750	_____$5,000,001 - $10 million
_____751 - 1,000	_____$10,000,001 - $17 million
_____Over 1,000	_____Over $17 million

15. (FARS 52.219-21) SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999).

[Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]

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

No. of Employees	Average Annual Gross Revenues
_____50 or fewer	_____$1 million or less
_____51 - 100	_____$1,000,001 - $2 million
_____101 - 250	_____$2,000,001 - $3.5 million

_____251 - 500	_____$3,500,001 - $5 million
_____501 - 750	_____$5,000,001 - $10 million
_____751 - 1,000	_____$10,000,001 - $17 million
_____Over 1,000	_____Over $17 million

16. (FAR 52.222-21) CERTIFICATION OF NONSEGREGATED FACILITIES (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

17. (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.

(End of provision)

18. (FAR 52.223-4) RECOVERED MATERIAL CERTIFICATION (OCT1997)

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.

(End of provision)

19. (FAR 52.223-13) CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000) [For Contracts over $100,000]

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

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

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

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

[ ] (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

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

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

[ ] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

[ ] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rica, Guam, American Samoa, the United States Virgin Islands, the Norther Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

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

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

(1) "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).

(2) "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 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, 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.

(End of clause)

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.

SECTION 00700

CONTRACT CLAUSES

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102. *FAR 52.236-17 LAYOUT OF WORK (APR 1984)
103. FAR 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
104. *FAR 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

105. DFARS 252.236-7000 MODIFICATION OF PROPOSALS - PRICE BREAKDOWN (DEC 1991)
106. DFARS 252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES (DEC 1991)
107. *FAR 52.242-13 BANKRUPTCY (JUL 1995)
108. *FAR 52.242-14 SUSPENSION OF WORK (APR 1984)
109. FAR 52.243-4 CHANGES (AUG 1987)
110. DFARS 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
111. DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)
112. *FAR 52.244-2 SUBCONTRACTS (AUG 1998)
113. FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2001)
114. *FAR 52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989) [For Government Property over $100,000]
115. *FAR 52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984) [For Government Property $100,000 or Less]
116. *FAR 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)
117. *FAR 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
118. DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)
119. DFARS 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)
120. FAR 52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000) (ALERNATE I (APR 1984)
121. *FAR 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984) [For Contracts $100,000 or Less]
122. *FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) ALTERNATE I (SEP 1996) [For Contracts Over $100,000]
123. *FAR 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
124. ENVIRONMENTAL LITIGATION (1974 NOV OCE)
125. EFARS 52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS
126. INAPPLICABLE PROVISIONS AND CLAUSES (Local Provision). [Applicable only for projects or delivery orders less than $100,000]

SECTION 00700

CONTRACT CLAUSES

1. 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/far

(End of clause)

* - CONTRACT CLAUSES THAT MAY BE INCORPORATED BY REFERENCE

2. DFARS 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) Definition.

"Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

3. *FAR 52.202-1 DEFINITIONS (DEC 2001) ALTERNATE I (MAR 2001)

a) "Agency head" or "head of the agency" means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

(b) "Commercial component" means any component that is a commercial item.

(c) "Commercial item" means—

(1) Any item, other than real property, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and that—

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for—

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or

change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if—

(i) Such services are procured for support of an item referred to in paragraph (c)(1), (2), (3), or (4) of this definition, regardless of whether such services are provided by the same source or at the same time as the item; and

(ii) The source of such services provides similar services contemporaneously to the general public under terms and conditions similar to those offered to the Federal Government

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed. For purposes of these services—

(i) "Catalog price" means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and

(ii) "Market prices" means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.

(7) Any item, combination of items, or service referred to in paragraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) "Component" means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).

(e) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(f) "Nondevelopmental item" means—

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (f)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (f)(1) or (f)(2) solely because the item is not yet in use.

(End of clause)

4. *FAR 52.203-3 GRATUITIES (APR 1984)

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

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

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

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

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

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

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

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

5. *FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

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

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

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

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

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

6. *FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)

(a) Definitions.

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

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

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

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

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

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a

subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

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

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

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

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

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

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

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

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

(4) The Contracting Officer may

(i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or

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

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

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

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

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

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

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

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

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

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

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

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

8. DFARS 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE—CONTRACT-RELATED FELONIES (MARCH 1999)

(a) Definitions.

As used in this clause--

(1) "Arising out of a contract with the "DoD" means any any act in connection with--

(i) Attempting to obtain;

(ii) Obtaining; or

(iii) Performing a contract or first-tier subcontract of any department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony," means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of nolo contendere, for which sentence has been imposed.

(3) "Date of conviction," means the date judgement was entered against the individual.

(b) Any individual who is convicted after September 29, 1988 of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On board of directors of any DoD Contractor or first-tier subcontractor;

(3) As a consultant to any DoD Contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than five years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense Contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than $500,000 if convicted of knowingly--

(1) Employing a person under a prohibition in paragraph (b) of this clause ;

(2) Allowing such a person to serve on the board of directors of Contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as--

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify--

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed ;

(3) The reasons for the requested waiver; and

(4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C.2408(c), defense contractors and subcontractors may obtain information as to whether a particular has been convicted of fraud or any other felony arising out of a contract with the DoD by contracting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

9. DFARS 252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991) (<u>For Military Contracts Exceeding $5,000,000</u>)

(a) The Contractor shall display prominently in common work areas within business segments performing work under Department of Defense (DoD) contracts, DoD Hotline Posters prepared by DoD Office of the Inspector General.

(b) DoD Hotline Posters may be obtained from the DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington DC 22202-2884.

(c) The Contract need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

10. *FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPERACTIVITY (JAN 1997)

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

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

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

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

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

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

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

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

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

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

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

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

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

11. *FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)

(a) Definitions.

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

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

(1) The awarding of any Federal contract.

(2) The making of any Federal grant.

(3) The making of any Federal loan.

(4) The entering into of any cooperative agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

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

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

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

(i) Agency and legislative liaison by own employees.

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

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

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

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

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

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

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

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

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

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

(ii) Professional and technical services.

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

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

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

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or

negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

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

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

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

(iii) Disclosure.

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

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

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

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

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

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

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

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

(v) Penalties.

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

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

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

12. *FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause—

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

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

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

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

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

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

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as—

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

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

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

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

(End of clause)

13. 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.

14. *FAR 52.209-6 PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

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

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

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

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Procurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Procurement Programs.

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

15. DFARS 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of $25,000 with a firm, or a subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor and the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(End of clause)

16. *FAR 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990) [For Military Contract's Only]

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

17. FAR 52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting

Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

18. *FAR 52.214-26 AUDIT AND RECORDS--SEALED BIDDING (OCT 1997)

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

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

(1) The proposal for the modification;

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

(3) Pricing of the modification; or

(4 Performance of the modification.

(c) Comptroller General. In the case of pricing any modification, the Comptroller General of the United States, or an authorized representative, shall have the same rights as specified in paragraph (b) of this clause.

(d) Availability. The Contractor shall make available at its office at all reasonable times the materials described in paragraph (b) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract, or for any other period specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR). FAR Subpart 4.7, Contractor Records Retention, in effect on the date of this contract, is incorporated by reference in its entirety and made a part of this contract.

(1) If this contract is completely or partially terminated, the records relati ng to the work terminated shall be made available for 3 years after any resulting final termination settlement.

(2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this contract shall be made available until disposition of such appeals, litigation, or claims.

(e) The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (e), in all subcontracts expected to exceed the threshold in FAR 15.403-4(a)(1) for submission of cost or pricing data.

19. *FAR 52.214-27 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA—MODIFICATIONS--SEALED BIDDING (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), except that this clause does not apply to any modification if an exception under FAR 15.403-1(b) applies.

(b) If any price, including profit, negotiated in connection with any modification under this clause, was increased by any significant amount because

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

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

(3) Any of these parties furnished data of any description that were not accurate, the price shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

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

(1) the actual subcontract or

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

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

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

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

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

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

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

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

(B) The Contractor proves that the cost or pricing data were available before the date of agreement on the price of the contract (or price of the modification) and that the data were not submitted before such date.

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

(A) The understated data was known by the Contractor to be understated when the Certificate of Current Cost or Pricing Data was signed; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the date of agreement on price.

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

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

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

20. *FAR 52.214-28 SUBCONTRACTOR COST OR PRICING DATA–MODIFICATIONS—SEALED BIDDING (OCT 1997)

(a) The requirements of paragraphs (b) and (c) of this clause shall--

(1) Become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1); and

(2) Be limited to such modifications.

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

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

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1).

(End of clause)

21. *FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

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

(b) *Evaluation preference*. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

[ ] Offeror elects to waive the evaluation preference.

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

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

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

small business concerns;

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

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

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

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

(End of clause)

22. *FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor ’s compliance with this clause.

(c) *Definitions.* As used in this contract—

“HUBZone small business concern” means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration .

“Service-disabled veteran-owned small business concern ” —

(1) Means a small business concern—

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

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

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

“Small business concern” means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

“Small disadvantaged business concern” means a small business concern that represents, as part of its offer that—

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

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

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

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

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

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

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

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

23. *FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002) [When Contracting By Negotiations]

(a) This clause does not apply to small business concerns.

(b) *Definitions*. As used in this clause—

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (*e.g.*, division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may

include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRONet as its source list does not relieve a firm of its responsibilities (*e.g.*, outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of $500,000 ($1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will—

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (*e.g.*, PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than $100,000, indicating—

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact—

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through—

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program’s requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to

facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business , HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided —

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with—

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) *Standard Form 294, Subcontracting Report for Individual Contracts.* This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) *Standard Form 295, Summary Subcontract Report.* This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

24. *FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002) --ALTERNATE I (OCT 2001) [<u>When Contracting By Sealed Bidding</u>]

(a) This clause does not apply to small business concerns.

(b) *Definitions*. As used in this clause—

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (*e.g.*, division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The apparent low bidder, upon request by the Contracting Officer, shall submit a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the bidder is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be submitted within the time specified by the Contracting Officer. Failure to submit the subcontracting plan shall make the bidder ineligible for the award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor

Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRONet as its source list does not relieve a firm of its responsibilities (*e.g.*, outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of $500,000 ($1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will—

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (*e.g.*, PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than $100,000, indicating—

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not,

why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact—

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through—

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business , HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided —

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is

supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with—

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) *Standard Form 294, Subcontracting Report for Individual Contracts.* This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) *Standard Form 295, Summary Subcontract Report.* This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

25. DFARS 252.219-7009 SECTION 8(a) DIRECT AWARD (JUN 1998) [<u>When Competitive 8(a) Contracting Procedures are used</u>]

(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.

(End of clause)

26. *FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996) [For Small Business Set Aside Only]

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at lest 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

27. *FAR 52.219-16 LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)

(a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled ``Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan., If, at contract completion, or in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled ``Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by a commercial plan.

(e) The Contractor shall have the right of appeal, under the cl ause in this contract entitled, Disputes, from many final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

28. DFARS 252.219-7010 ALTERNATE A (JUN 1998) [When Competitive 8(a) Contracting Procedures are used]

As prescribed in 219.811-3(2), substitute the following paragraph (c) for paragraph (c) of the clause at FAR 52.219-18:

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

29. FAR 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUNE 1999) [When Competitive 8(a) Contracting Procedures are used]

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d) (1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term ``United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed $25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The . . . . . [insert name of SBA's contractor] will notify the U.S. Army Corps of Engineers Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

30. DFARS 252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR 1996)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small , Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, clause of this contract.

(a) Definitions.

"Historically black colleges and universities," as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1).

(b) Except for company or division-wide commercial products subcontracting plans, the term "small disadvantaged business," when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

(1) Protege firms which are qualified organizations employing the severely handicapped; and

(2) Former protege firms that meet the criteria in Section 831(g)(4) of Pub. L. 101-510.

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small, small disadvantaged, or women-owned small businesses for the firms listed in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

31. DFARS 252.219-7004 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (JUN 1997)

(a) Definition. "Subcontract," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(b) The Offeror's comprehensive small business subcontracting plan and its successors, which are authorized by and approved under the test program of Section 834 of Pub. L. 101-189, shall be included in and made a part of the resultant contract. Upon expulsion from the test program or expiration of the test program, the Contractor shall negotiate an individual subcontracting plan for all future contracts that meet the requirements of Section 211 of Publ. L. 95-507.

(c) The Contractor shall submit Standard Form 295, Summary Subcontract Report, in accordance with the instructions on the form, except--

(1) One copy of SF 295 and attachments shall be submitted to Director, Small and Disadvantaged Business Utilization, Office of the Deputy Under Secretary of Defense (International and Commercial Programs), 3061 Defense Pentagon, Room 2A338, Washington, DC 20301-3061; and

(2) Item 14, Remarks, shall be completed to include semi-annual cumulative--

(1) Small business, small disadvantaged business and women-owned small business goals; and

(2) Small business and small disadvantaged business goals, actual accomplishments, and percentages for each of the two designated industry categories.

(d) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

32. *FAR 52.222-3 CONVICT LABOR (AUG 1996)

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if --

(a) (1) The worker is paid or is in an approved work training program on a voluntary basis;

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

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

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

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

33. *FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION (SEPT 2000)

(a) *Overtime requirements.* No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) *Violation; liability for unpaid wages; liquidated damages*. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of $10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) *Withholding for unpaid wages and liquidated damages*. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) *Payrolls and basic records*. (1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act .

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) *Subcontracts*. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding $100,000 and require subcontractors to include these provisions in any lower-tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

34. *FAR 52.222-6 DAVIS-BACON ACT (FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b) (1) The Contracting Officer shall require that any cl ass of laborers or mechanics, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classifica tion and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuan t to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

35. *FAR 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

36. *FAR 52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsi ble, and that the plan or program has been communicated in writing to the laborers or mechanics affected and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b) (1) The Contractor shall submit weekly for each week in which any contract work is performed a coy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete ;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor of subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

37. *FAR 52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will not longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid

fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be inconformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

38. *FAR 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

39. *FAR 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (FEB 1988)

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination--Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations ,and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b) (1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

40. *FAR 52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

41. *FAR 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

42. *FAR 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency the U.S. Department of Labor, or the employees of their representatives.

43. *FAR 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

44. *FAR 52.222-26 EQUAL OPPORTUNITY (FEB 1999)

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The

Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions ,including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

45. *FAR 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

(a) Definitions.

"Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.

"Deputy Assistant Secretary," as used in this clause, means the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee

"Employer's identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly Federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means--

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade each such subcontract in excess of $10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative actin obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions

participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

(4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

(6) Disseminate the Contractor's equal employment policy by--

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc. ;

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at lest annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--

(1) Actively participates in the group;

(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry ;

(3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;

(4) Makes a good-faith effort to meet its individual goals and timetables; and

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be

in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of this c lause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to--

(1) Monitor all employment-related activity to ensure that the Contractor's equa l employment policy is being carried out;

(2) Submit reports as may be required by the Government; and

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

(o) Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

46. *FAR 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) *Definitions.* As used in this clause—

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top management" means any employee—

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign

or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means—

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability—

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (*i.e.*, a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who—

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred—

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed—

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) *General*. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as—

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) *Listing openings*. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those

not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) *Applicability*. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) *Postings*. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall—

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) *Noncompliance*. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) *Subcontracts*. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of $25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

47. *FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General.

(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or other forms of compensation and changes in compensation;

(iv) Job assignments, job classifications, orgizational structures, position descriptions, lines of progression, and senority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or priviledge of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings.

(1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

48. *FAR 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on—

(1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and

(3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.

(b) The Contractor shall report the above items by completing the Form VETS-100, entitled "Federal Contractor Veterans' Employment Report (VETS-100 Report)".

(c) The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning

September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date—

(1) As of the end of any pay period between July 1 andAugust 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior writtenapproval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that—

(1) The information is voluntarily provided;

(2) The information will be kept confidential;

(3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and

(4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of $25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

49. *FAR 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

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

(End of provision)

50. *FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998) [For Work on Federal Facilities]

(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.

51. *FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

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

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall--within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.560, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

52. FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (AUG 2000) [For Contracts exceeding $100,000. EPA Designated product (available at http://www.epa.gov/cpg/)]

(a) Definitions. As used in this clause—

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall—

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to the Contracting Officer.

(End of clause)

53. *FAR 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)[For Contracts Over $100,000]

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right -to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility use in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

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

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

(4) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rica, Guam, American Samoa, the United States Virgin Islands, the Norther Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any one of its owned or operated facilities used in the performance of this contract is no longer exempt-

(1) The Contractor shall notify the Contracting Officer;

and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior

calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall -

(1) For competitive subcontracts expected to exceed $100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding $100,000 (including all options), the substance of this clause, except this paragraph (e).

54. RESERVED

55. 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.

56. *FAR 52.225-9 BUY AMERICAN ACT—BALANCE OF PAYMENT PROGRAM—CONSTRUCTION MATERIALS (FEB 2002) (<u>For Contracts less than $6.806 million</u>)

(a) *Definitions.* As used in this clause—

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

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or 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 construction material (whether or not such costs are paid to a domestic firm),

and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Domestic construction material" means—

(1) An unmanufactured construction material mined or produced in the United States; or

(2) Aconstruction 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:

_____

[*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.

(2) 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.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is non-compliant 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:

57. *FAR 52.225-10 NOTICE OF BUY AMERICAN ACT/BALANCE OF PAYMENTS PROGRAM REQUIREMENT—CONSTRUCTION MATERIALS (FEB 2000) (Applicable with FAR 52.225-9)

(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 should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.* (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act 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.

(End of provision)

[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).]*

(End of clause)

58. *FAR 52.225-11 BUY AMERICAN ACT—BALANCE OF PAYMENTS PROGRAM-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2002) [For Contracts more than $6,806,000] ALTERNATE I (JUNE 2000) [For Contracts between $6.806 and 7.068419 Million]

(a) *Definitions.* As used in this clause—

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

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site pre-assembled 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 tran sportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Designated country" means any of the following countries:

Aruba Kiribati
Austria Korea, Republic of
Bangladesh Lesotho
Belgium Liechtenstein

Benin Luxembourg
Bhutan Malawi
Botswana Maldives
Burkina Faso Mali
Burundi Mozambique
Canada Nepal
Cape Verde Netherlands
Central African Republic Niger
Chad Norway
Comoros Portugal
Denmark Rwanda
Djibouti Sao Tome and Principe
Equatorial Guinea Sierra Leone
Finland Singapore
France Somalia
Gambia Spain
Germany Sweden
Greece Switzerland
Guinea Tanzania U.R.
Guinea-Bissau Togo
Haiti Tuvalu
Hong Kong Uganda
Iceland
Ireland United Kingdom
Israel Vanuatu
Italy Western Samoa
Japan Yemen

"Designated country construction material" means a construction material that—

(1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

"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.

"North American Free Trade Agreement country" means Canada or Mexico.

"North American Free Trade Agreement country construction material" means a construction material that—

(1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed.

"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) *Construction materials.* (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. In addition, the Contracting Officer has determined that the Trade Agreements Act and the North American Free Trade Agreement (NAFTA) apply to this acquisition. Therefore, the Buy American Act and
Balance of Payments Program restrictions are waived for designated country and NAFTA country construction materials.

(2) The Contractor shall use only domestic, designated country, or NAFTA country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:

_____

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

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. 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)(4) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act 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)(4)(i) of this clause.

(3) 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:

[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).]*
(End of clause)

Alternate I (June 2000). As prescribed in 25.1102(c)(3), delete the definitions of "North American Free Trade Agreement country" and "North American Free Trade Agreement country construction material" from the definitions in paragraph (a) of the basic clause and substitute the following paragraphs (b)(1) and (b)(2) for paragraphs (b)(1) and (b)(2) of the basic clause:

(b) *Construction materials*. (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. In addition, the Contracting Officer has determined that the Trade Agreements Act applies to this acquisition. Therefore, the Buy American Act and Balance of Payments Program restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

59. *FAR 52.225-12 NOTICE OF BUY AMERICAN ACT/BALANCE OF PAYMENTS PROGRAM REQUIREMENT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2000) [Applicable with FAR 52.225-11]] Alternate II (June 2000) [For Contracts Between 6.806 and 7.068419 Million]

(a) *Definitions.* "Construction material," "designated country construction material," "domestic construction material," "foreign construction material," and "NAFTA country 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 under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

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

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

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

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

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR

clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic, designated country, or NAFTA country construction material, and the offeror shall be required to furnish such domestic, designated country, or NAFTA country construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

Alternate II (June 2000) **[For Contracts between 6.806 and 7.068419 Million]**
As prescribed in 25.1102(d)(3), substitute the following paragraphs (a) and (d) for paragraphs (a) and (d) of the basic provision:

(a) Definitions. "Construction material," "designated country construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act—Balance of Payments Program—Construction Materials under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

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

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

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

60. *FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JULY 2000)

(a) The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, Sudan, the territory of Afghanistan controlled by the Taliban , and Serbia (excluding the territory of Kosovo).

(b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the government of Iraq.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

61. *FAR 52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUNE 2000)

(a) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the—

U.S. Department of the Interior
Bureau of Indian Affairs (BIA)
Attn: Chief, Division of Contracting and
Grants Administration
1849 C Street, NW,
MS-2626-MIB
Washington, DC 20240-4000.

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

(i) The estimated cost of a cost-type contract.
(ii) The target cost of a cost-plus-incentive-fee prime contract.
(iii) The target cost and ceiling price of a fixed-price incentive prime contract.
(iv) The price of a firm-fixed-price prime contract.

(3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer

will seek funding in accordance with agency procedures.
(End of Clause)

62. *FAR 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent

(1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or

(2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with

(i) specifications or written provisions forming a part of this contract or

(ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold) however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

63. *FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copy-right infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at FAR 2.101.

64. *FAR 52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)

Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

65. DFARS 252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail

(i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

66. FAR 52.228-1 BID GUARANTEE (SEP 1996) [NOTE: Not required for projects less than $100,000]

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of bids.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids; and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be twenty (20%) of the bid price or Three Million Dollars ($3,000,000), whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid and the bid guarantee is available to offset the difference.

67. *FAR 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government;

(b) Any surety fails to furnish reports on its financial condition as required by the Government;

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting Officer has the right to immediately draw on the ILC.

68. *FAR 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997) [For Contracts Exceeding $100,000]

(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 notify the Contr acting 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.

69. *FAR 52.228-11 PLEDGES OF ASSETS (FEB 1992)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--

(1) Pledge of assets; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of--

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide--

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

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

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

70. *FAR 52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)

In accordance with Section 806(a)(3) of Public Law 102-190, as amended by Sections 2091 and 8105 of Pub. L. 103-355, upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requestor.

71. FAR 52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000) [Applicable only for projects or delivery orders less than $100,000]

(a) The Contractor shall submit one of the following payment protections:

(1) A payment bond.

(2) An irrevocable letter of credit from a federally insured financial institution.

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within 10 days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

72. FAR 52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and --

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC to cover the entire period of performance or may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal of least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institution rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of at least $25 million in the past year, ILCs over $5 million must be confirmed by another acceptable financial institution that had letter of credit business of at least $25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date----------

Irrevocable Letter of Credit No.----------
Account party's name----------
Account party's address----------
For Solicitation No.----------
(For reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States $_____. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.

2. We hereby undertake to honor your or transferee's sight draft(s) drawn on issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

[Confirming Financial Institution's Letterhead or Name and Address] ---

(Date) _____

Our Letter of Credit
Advice Number----------
Beneficiary:----------
[U.S. Government agency]
Issuing Financial Institution :----------
Issuing Financial Institution's LC No. :----------

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ [name of issuing financial institution] for drawings of up to United States dollars _____/U.S.

$_____ and expiring with our close of business on _____ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

[City, State]

(Date) _____

[Name and address of financial institution]

Pay to the order of----------

[Beneficiary Agency] _____

the sum of United States $ _____

This draft is drawn under----------

Irrevocable Letter of Credit No.----------

[Beneficiary Agency]

By: _____

73. FAR 52.228-15 PERFORMANCE AND PAYMENT BONDS (JULY 2000).

[This provision is Not Required for projects less than $100,000. See Clauses "Alternate Payment Protections" and "Inapplicable Provisions and Clauses".]

(a) *Definitions.* As used in this clause—

"Original contract price" means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified

minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds*. Unless the resulting contract price is $100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance bonds (Standard Form 25).* The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) *Payment Bonds (Standard Form 25-A).* The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) *Additional bond protection*. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor t o increase the penal amount of the existing bond or to obtain an additional bond.

(c) *Furnishing executed bonds.* The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) *Surety or other security for bonds*. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the:

U.S. Department of Treasury
Financial Management Service
Surety Bond Branch
401 14th Street, NW, 2nd Floor, West Wing
Washington, DC 20227.

(e) *Notice of subcontractor waiver of protection (40 U.S.C. 270b(c).* Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.
(End of clause)

74. FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991) [<u>For Contracts Exceeding $100,000</u>]

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds $250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

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

The term "local taxes," as used in the Federal, State, and local taxes clause of this contract, includes taxes imposed by a possession of the United States or by Puerto Rico.

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

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR) allowability shall also be determined in accordance with part 231 of the DoD FAR Supplement, in effect on the date of this contract.

77. *FAR 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 1997)

(a) Payment of Price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress Payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if --

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor Certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.) I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

(d) Refund of Unearned Amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, Liability, and Reservation of Rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for al material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for Bond Premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of

full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final Payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation Because of Undefinitized Work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest Computation on Unearned Amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

78. RESERVED.

79. *FAR 52.232-17 INTEREST (JUN 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

80. *FAR 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 4 1 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending

agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act a nd this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

81. *FAR 52.232-27 PROMPT PAY FOR CONSTRUCTION CONTRACTS (FEB2002)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) *Invoice payments*—(1) *Types of invoice payments.* For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232–5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (*e.g.*, each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(*1*) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(*2*) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (*e.g.*, release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) *Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an

improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (*e.g.*, discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232–5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFTbanking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (*e.g.*, 52.232–38, Submission of Electronic Funds Transfer Information with Offer), contract clause (*e.g.*, 52.232–33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232–34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) *Interest penalty.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) *Computing penalty amount.* The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the

Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233–1, Disputes.

(5) *Discounts for prompt payment.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) *Additional interest penalty.* (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if—

(A) The Government owes an interest penalty of $1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

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

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall—

(*1*) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(*2*) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(*3*) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible—

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(*2*) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) *Contract financing payments.* If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) *Subcontract clause requirements.* The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) *Prompt payment for subcontractors.* A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) *Interest for subcontractors.* An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause—

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the **Federal Register,** for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) *Subcontractor clause flowdown.* A clause requiring each subcontractor to

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) *Subcontract clause interpretation.* The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their

subcontract, provisions that—

(1) *Retainage permitted.* Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) *Withholding permitted.* Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) *Withholding requirements.* Permit such withholding without incurring any obligation to pay a late payment penalty if—

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) *Subcontractor withholding procedures.* If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall—

(1) *Subcontractor notice.* Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) *Contracting Officer notice.* Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) *Subcontractor progress payment reduction.* Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) *Subsequent subcontractor payment.* Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and—

(i) Make such payment within—

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the **Federal Register**, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) *Notice to Contracting Officer.* Notify the Contracting Officer upon—

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying—

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) *Interest to Government.* Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until—

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) *Third-party deficiency reports*—(1) *Withholding from subcontractor.* If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a ''second-tier subcontractor'') a written notice in accordance with section

2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause—

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) *Subsequent payment or interest charge.* As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall—

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the **Federal Register**, for interest payments under section 12 of the Contracts 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.* The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying—

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) *Subcontractor payment entitlement.* The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) *Prime-subcontractor disputes.* A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) *Preservation of prime-subcontractor rights.* Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) *Non-recourse for prime contractor interest penalty.* The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) *Overpayments.* If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

82. *FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER –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 ''EFT'' refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees

to either—

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

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

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) *Contractor EFT arrangements.* If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) *Liability for uncompleted or erroneous transfers*. (1) If an uncompleted or erroneous transfer occurs because the Government used
the Contractor's EFT information incorrectly, the Government remains responsible for—

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) *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.

(h) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database 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.

(i) *Liability for change of EFT information by financial agent*. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any

particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.
(End of Clause)

83. DFARS 252.232-7004 DOD PROGRESS PAYMENT RATES (OCT 2001)

(a) If the contractor is a small business concern, the Progress Payments clause of this contract is modified to change each mention of the progress payment rate and liquidation rate (excepting paragraph (k), *Limitations on Undefinitized Contract Actions*) to 90 percent.

(b) If the contractor is a small disadvantaged business concern, the Progress Payments clause of this contract is modified to change each mention of the progress payment rate and liquidation rate (excepting paragraph (k), *Limitations on Undefinitized Contract Actions*) to 95 percent.
(End of clause)

84. DFARS 252.232-7005 REIMBURSEMENT OF SUBCONTRACTOR ADVANCE PAYMENTS--DOD PILOT MENTOR-PROTEGE PROGRAM (SEP 2001)

(a) The Government will reimburse the Contractor for any advance payments made by the Contractor, as a mentor firm, to a protege firm, pursuant to an approved mentor-protege agreement, provided-

(1) The Contractor's subcontract with the protege firm includes a provision substantially the same as FAR 52.232-12, Advance Payments;

(2) The Contractor has administered the advance payments in accordance with the policies of FAR Subpart 32.4; and

(3) The Contractor agrees that any financial loss resulting from the failure or inability of the protege firm to repay any unliquidated advance payments is the sole financial responsibility of the Contractor.

(b) For a fixed price type contract, advance payments made to a protege firm shall be paid and administered as if they were 100 percent progress payments. The Contractor shall include as a separate attachment with each Standard Form (SF) 1443, Contractor's Request for Progress Payment, a request for reimbursement of advance payments made to a protege firm. The attachment shall provide a separate calculation of lines 14a through 14e of SF 1443 for each protege, reflecting the status of advance payments made to that protege.

(c) For cost reimbursable contracts, reimbursement of advance payments shall be made via public voucher. The Contractor shall show the amounts of advance payments made to each protege on the public voucher, in the form and detail directed by the cognizant contracting officer or contract auditor.
(End of clause)

85. *FAR 52.233-1 DISPUTES (DEC 1998)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) 'Claim,' as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and

certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) (i) Contractors shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding $100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows:

'I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.'

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of $100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor -certified claims over $100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified if required), or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

86. *FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

87. RESERVED

88. FAR 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required, provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

89. *FAR 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and

(5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

90. *FAR 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

91. *FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER –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 ‘‘EFT’’ refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

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

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

(b) *Contractor’s EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) *Mechanisms for EFT payment*. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) *Contractor EFT arrangements.* If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) *Liability for uncompleted or erroneous transfers*. (1) If an uncompleted or erroneous transfer occurs because the Government used
the Contractor's EFT information incorrectly, the Government remains responsible for—

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) *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.

(h) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database 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.

(i) *Liability for change of EFT information by financial agent*. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.
(End of Clause)

92. *FAR 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

93. FAR 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

94. *FAR 52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

95. *FAR 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing i mprovements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refused to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

96. *FAR 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

97. *FAR 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

98. *FAR 52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

99. *FAR 52.236-13 ACCIDENT PREVENTION-ALTERNATE I (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall--

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest

version of U.S. Army Corps of engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontractors.

(f) Before commencing the work, the Contractor shall--

(1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and

(2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

100.*FAR 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

101.FAR 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to

submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

102.*FAR 52.236-17 LAYOUT OF WORK (APR 1984)

The Contractor shall lay out its work from Government-established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

103.FAR 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION(FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription," of the Contracting Officer is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed."

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail

(1) the proposed fabrication and assembly of structural elements, and

(2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's

reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

104. *FAR 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

105. DFARS 252.236-7000 MODIFICATION OF PROPOSALS - PRICE BREAKDOWN (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown--

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for--

(i) Material;

(ii) Labor,

(iii) Equipment;

(iv) Subcontracts; and

(2) Most cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

106. DFARS 252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES (DEC 1991)

(a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for--

(1) Furnishing all plant, labor, equipment, appliances, and materials; and

(2) Performing all operations required to complete the work in conformity with the drawings and specifications.

(b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

107. *FAR 52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written

notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

108. *FAR 52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

109. FAR 52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

(1) In the specifications (including drawings and designs);
(2) In the method or manner of performance of the work;
(3) In the Government-furnished facilities, equipment, materials, services, or site; or
(4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

(1) the date, circumstances, and source of the order and
(2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contra cting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or

(2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

110. DFARS 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR Part 31 and DFARS Part 231, in effect on the date of this contract, apply.

111. DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b)In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:
I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of may knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation; and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

(End of clause)

112. *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 Acquistion Regulation (FAR).

"Consent of 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 sevices for performance of the 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 modification 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 theshold or 5 percent of the total estimated cost of the contract; or

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

_____
_____
_____

(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 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 acceptability 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 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 by 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 ere evaluated during negotiations:

_____

_____

_____

(End of clause)

113. FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2001)

(a) *Definitions.* As used in this clause—

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.
"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer sub-contracting opportunities.

(ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

114. *FAR 52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989) [For Government Property over $100,000]

(a) Government-furnished property.

(1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property.

(1) The Contracting Officer may, by written notice,

(i) decrease the Government-furnished property provided or to be provided under this contract, or

(ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property.

(1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall

government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon--

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property Administration.

(1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for

shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

(j) Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

115. *FAR 52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984) [For Government Property $100,000 or Less]

(a) The Government shall delivery to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changed clause when--

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.

(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--

(1) For reasonable wear and tear;

(2) To the extent property is consumed in performing this contract; or

(3) As otherwise provided for by the provisions of this contract.

(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

(e) If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

116. *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 ade quate 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 pric e, 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 practic able 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.

117. *FAR 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government -owned or controlled real or personal property, when that damage is the result of --

(1) The Contractor's failure to conform to contract requirements; or
(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall --

(1) Obtain all warranties that would be given in normal commercial practice ;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government -furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

118. DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(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.

(6) "Supplies" means all property, except land and interests in lard, 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) (1) The Contractor shall use U.S. -flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessel if--

(i) This Contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) 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 that charges to private p ersons for transportation of like goods.

(d) 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.

(e) 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.

(f) 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		

(g) 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.

(h) The Contractor shall include this clause, including this para graph (h) in all subcontracts under this contract that-

(1) Exceed the simplified acquistion threshold in Part 2 of the Federal Acquisition Regulation; and
(2) Are for a type of supplies described in paragraph (b) (2) of this clause.

119. DFARS 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) (1) The Contractor shall use U.S. -flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessel if--

(i) This Contract is a construction contract; or
(ii) The supplies being transported are-
(A) Noncommercial items; or
(B) Commercial items that-
(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

120. FAR 52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000) (ALERNATEI (APR 1984)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) of this clause.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) of this clause).

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in paragraphs (c) (1) through (7) of this clause. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for

(i) the affected portions of the existing contract requirement and

(ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) of this clause.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applied a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing.

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by

(i) 45 percent for fixed-price contracts or

(ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Deleted.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of $50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) of this clause, the Contractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering--Construction clause of contract - _____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of Clause)

121. *FAR 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984) [For Contracts $100,000 or Less]

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

122. *FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) ALTERNATE I (SEP 1996) [For Contracts Over $100,000]

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government

(i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and

(ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b) (6) of this clause; provided, however, that the Contractor

(i) is not required to extend credit to any purchaser and

(ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1 year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be amended, and the Contractor paid the agreed amount. Paragraph (f) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effectivedate of the termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m) (1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

123. *FAR 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if-

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

(i) acts of God or of the public enemy,

(ii) acts of the Government in either its sovereign or contractual capacity,

(iii) acts of another Contractor in the performance of a contract with the Government,

(iv) fires,

(v) floods,

(vi) epidemics,

(vii) quarantine restrictions,

(viii) strikes,

(ix) freight embargoes,

(x) unusually severe weather, or

(xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer

shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation s of the parties will be the same as if the termination had been issued for the convenience of the Government.

(d) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

124. ENVIRONMENTAL LITIGATION (1974 NOV OCE)

(a) If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Contracting Officer, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a Subcontractor at any tier not required by the terms of this contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a Subcontractor at any tier other than as required by the terms of this contract, such suspension, delay, or interruption shall be considered as if ordered by the Contracting Officer in the administration of this contract under the terms of the "Suspension of Work" clause of this contract. The period of such suspension, delay, or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof.

(b) The term "environmental litigation," as used herein, means a lawsuit alleging that the work will have an adverse effect on the environment or that the Government has not duly considered, either substantively or procedurally, the effect of the work on the environment.

125. EFARS 52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS

Actual costs will be used to determine equipment cost 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 andunallocable 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.

126. INAPPLICABLE PROVISIONS AND CLAUSES (Local Provision). [Applicable only for projects or delivery orders less than $100,000]

This provision applies only to delivery orders and projects less than $100,000.

Pursuant to Pub. L. 103-355, the following provisions and clauses, as noted below, are inapplicable to this contract:

(a) FAR 28.102-3, Miller Act requirements;
(b) Not Used;

(c) FAR 52.203-5, Covenant Against Contingent Fees;
(d) FAR 52.203-6, Restrictions on Subcontractor Sales to the Government;
(e) FAR 52.203-7, Anti-Kickback Procedures;
(f) FAR 52.222-4, Contract Work Hours and Safety Standards Act-Overtime Compensation; and
(g) FAR 52.223-6, Drug-Free Workplace, except for individuals.

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SECTION 00800

SPECIAL CONTRACT REQUIREMENTS
5/00, Rev 5/01

PART 1 GENERAL

Attachments:
General Wage Decision Nos. NE010002

1.1 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall commence work under this contract within ten (10) calendar days after the date of receipt by him of Notice to Proceed, prosecute said work diligently, and complete the entire work except seeding ready for use not later than 548 calendar days after receipt of Notice to Proceed. The time stated for completion shall include final cleanup of the premises. (FAR 52.211-10)

1.1.1 Start Work

Evidence that the Contractor has started procurement of materials, preparation and submission of shop drawings, preparation of subcontracts, and other preparatory work will satisfy the requirement that work commence within ten (10) calendar days after receipt of Notice to Proceed. Therefore, work need not be commenced at the construction site within ten (10) calendar days.

1.2 LIQUIDATED DAMAGES-CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time inserted on the BIDDING SCHEDULE and in Item 11 on page 00010-1 of Standard Form 1442, the Contractor shall pay liquidated damages to the Government in the amount of $1775 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause. (FAR 52.211-12)

1.3 EXCEPTION TO COMPLETION TIME AND LIQUIDATED DAMAGES

In case the Contracting Officer determines that seeding, and/or the specified maintenance thereof is not feasible during the construction period, such work will be excepted from the completion time and liquidated damages . This work shall be accomplished during the first seeding, period and the specified maintenance period following the completion date.

1.4 CONTRACT DRAWINGS AND SPECIFICATIONS

1.4.1 SETS FURNISHED

The contractor shall be responsible for making copies of specifications including amendments. The bid drawings as amended shall be utilized in the

performance of the work until contract drawings (i.e., bid drawings that have been posted with all amendment changes) are mailed to the Contractor. See Section 01040 As-Built Drawings for drawings being furnished to the Contractor. The work shall conform to the contract drawings, set out in the drawing index, all of which form a part of these specifications. The work shall also conform to the standard details bound or referenced herein.

1.4.2 NOTIFICATION OF DISCREPANCIES

The Contractor shall check all drawings furnished him immediately upon their receipt and shall promptly notify the Contracting Officer of any discrepancies. Dimensions marked on drawings shall be followed in lieu of scale measurements. Enlarged plans and details shall govern where the same work is shown at smaller scales. All scales shown are based on a standard drawing size of 28" x 40". If any other size drawings are furnished or plotted the contractor shall adjust the scales accordingly. The contractor shall also advise his sub-contractors of the above. The Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors which might have been avoided thereby.

1.4.3 OMISSIONS

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 they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

1.5 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractors' 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 surveys soil borings . The data shown graphically and by symbol for each respective boring represents the actual geologic features observed and logged at the location given on the drawings. While the borings are representative of subsurface conditions at their respective locations and for their respective vertical reaches, local minor variations characteristic of the subsurface materials of this region could occur.

b. Weather conditions shall have been investigated by the Contractor to satisfy himself as to the hazards likely to arise therefrom. Complete weather records and reports may be obtained from the local U.S. Weather Bureau.

c. Transportation facilities shall have been investigated by the Contractor to satisfy himself as to the existence of access highways and railroad facilities. (FAR 52.236-4)

1.6 PAYMENT

1.6.1 PROMPT PAYMENT ACT

Pay requests authorized in CONTRACT CLAUSES clause: "Payments Under Fixed-Price Construction Contracts", will be paid pursuant to the clause, "Prompt Payment for Construction Contracts". Pay requests will be submitted on ENG Form 93 and 93a, "Payment Estimate-Contract Performance" and "Continuation". All information and substantiation required by the identified contract clauses will be submitted with the ENG Form 93, and the required certification will be included on the last page of the ENG Form 93a, signed by an authorized contractor official and dated when signed. The designated billing office is the Office of the Area Engineer.

1.6.2 PAYMENTS FOR MODIFICATIONS

Payments may be made for cost bearing change orders within the scope of the contract only to the extent funds are authorized in the order on a two-part modification. Contractor pricing proposed must be submitted at the earliest possible time after the change order is issued, or at a specific time as directed by the Contracting Officer. At the discretion of the Contracting Officer, any and all payments may be withheld on the modification until the Contractor has submitted a qualifying price proposal, in as much detail as required by the Contracting Officer, and the final price has been agreed.

1.6.3 PAYMENT FOR MATERIALS DELIVERED OFFSITE (MAR 1995)

a. Pursuant to FAR clause 52.232-5, Payments Under Fixed Priced Construction Contracts, materials delivered to the contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the General Provisions are fulfilled. Payment for items delivered to locations other than the work site will be limited to: (1) materials required by the technical provisions; or (2) materials that have been fabricated to the point where they are identifiable to an item of work required under this contract.

b. Such payment will be made only after receipt of paid or receipted invoices or invoices with canceled check showing title to the items in the prime contractor and including the value of material and labor incorporated into the item. Payment for materials delivered off-site includes petroleum products. (List additional items for which payments will be made for off-site delivery.) (EFAR 52.232-5000)

1.7 DAMAGE TO WORK

The responsibility for damage to any part of the permanent work shall be as set forth in the CONTRACT CLAUSES clause: "Permits and Responsibilities." However, if, in the judgment of the Contracting Officer, any part of the permanent work performed by the Contractor is damaged by flood or earthquake, which damage is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the work, the Contractor will make the repairs as ordered by the Contracting Officer and full compensation for such repairs will be made at the applicable contract unit or lump sum prices as fixed and established in the contract. If, in the opinion of the Contracting Officer, there are no contract unit or lump sum prices applicable to any part of such work an equitable adjustment pursuant to CONTRACT CLAUSES clause: "Changes," of the contract will be made as full compensation for the repairs of that part of the permanent work for which there are no applicable contract unit or lump sum prices. Except as herein provided, damage to all work (including temporary construction), utilities,

materials, equipment and plant shall be repaired to the satisfaction of the Contracting Officer at the Contractor's expense, regardless of the cause of such damage.

1.8 AVAILABILITY AND USE OF UTILITY SERVICES

Use of public and private utilities will be as found available. The Contractor shall make his own arrangements for use of public and private utilities.

1.9 QUANTITY SURVEYS (APR 1984)

a. Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

b. The Contractor shall conduct the original and final surveys and surveys for any periods for which progress payments are requested. All these surveys shall be conducted under the direction of a representative of the Contracting Officer. The Contractor shall make the computations based on the surveys for any periods for which progress payments are requested.

c. Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer. (FAR 52.236.16)

1.10 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

a. This clause specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the contract clause entitled "Default: (Fixed-Price Construction)." In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(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

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(16)	(11)	(05)	(04)	(07)	(07)	(05)	(04)	(04)	(03)	(03)	(12)

c. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph b. above, the contracting officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled "Default (Fixed Price Construction)". (ER 415-1-15)

1.11 INSURANCE REQUIRED

In accordance with CONTRACT CLAUSES clause: "Insurance Work on a Government Installation," the Contractor shall procure the following minimum insurance:

Type	Amount
Workmen's Compensation and Employer's Liability Insurance	$100,000
General Liability Insurance	$500,000 per occurrence
Automobile Liability Insurance	
Bodily injury	$200,000 per person and $500,000 per occurrence
Property damage	$ 20,000 per occurrence

(Coverages per FAR 28.307-2)

1.12 CONTRACTOR QUALITY CONTROL (CQC)

See Section 01451 Contractor Quality Control.

1.13 NONDOMESTIC CONSTRUCTION MATERIALS

The List of nondomestic construction materials or their components included in the list set forth in paragraph 25.108 of the Federal Acquisition Regulation does not apply to the requirements of the contract clause entitled "Buy American Act Construction Materials".

1.14 DAILY WORK SCHEDULES

In order to closely coordinate work under this contract, the Contractor shall prepare a written agenda/meeting minutes and attend a weekly coordination meeting with the Contracting Officer and Using Service at which time the Contractor shall submit for coordination and approval, his proposed daily work schedule for the next two week period. The Contractor shall provide a copy of modifications (MODs), Serial Letters, Requests for Information (RFIs)and any other innformation that is needed in the minutes of the meeting. Required temporary utility services, time and duration of interruptions, and protection of adjoining areas shall be included with the Contractor's proposed 2-week work schedule. At this meeting, the Contractor shall also submit his schedule of proposed dates and times of all preparatory inspections to be performed during the next 2 weeks. The

items of work listed on the proposed 2-week schedule are to be keyed to the NAS by activity number and description for each activity anticipated to be performed during the next 2-week period. Coordination action by the Contracting Officer relative to these schedules will be accomplished during these weekly meetings. Daily reports shall be completed and given to the Contracting Officer or Representative within 24 hours of work

1.15 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)

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 of 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 V. Copies of each regional schedule may be obtained through the following internet site: http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/ep.htm. 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 developed using the formula provided in the schedule. For forward pricing, the Schedule in effect at the time of negotiations shall apply. For retrospective 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. (EFARS 52.231-5000)

1.16 AS-BUILT DRAWINGS

See SECTION 01040 - AS-BUILT DRAWINGS

1.17 PERFORMANCE OF WORK BY CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty (20) percent of the total amount of work

to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government. (FAR 52.236-1)

1.18 PROFIT

a. Weighted guidelines method of determining profit shall be used on any equitable adjustment change order or modification issued under this contract. The profit factors shall be as follows:

Factor	Rate	Weight	Value
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		
	100		

b. Based on the circumstances of each procurement action, each of the above factors shall be weighted from .03 to .12 as indicated below. The value shall be obtained by multiplying the rate by the weight. The value column when totalled indicates the fair and reasonable profit percentage under the circumstances of the particular procurement.

(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 will have, generally, a higher weighted value than the unit price items for which quantities are provided. Other things to consider: the portion of the work to be done by subcontractors, nature of work, where work is to be performed, reasonableness of negotiated costs, amount of labor included in costs, and whether the negotiation is before or after performance of work.

(2) Relative Difficulty of Work. If the work is most difficult and complex, the weighting should be .12 and should be proportionately reduced to .03 on the simplest of jobs. This factor is tied in to some extent with the degree of risk. Some things to consider: the nature of the work, by whom it is to be done, where, and what is the time schedule.

(3) Size of Job. All work not in excess of $100,000 shall be weighted at .12. Work estimated between $100,000 and $5,000,000 shall be proportionately weighted from .12 to .05.

(4) Periods of Performance. Jobs in excess of 24 months are to be weighted at .12. Jobs of lesser duration are to be proportionately weighted to a minimum of .03 for jobs not to exceed 30 days. No weight where additional time not required.

(5) Contractor's Investment. To be weighted from .03 to .12 on the basis of below average, average, and above average. Things to consider: amount of subcontracting, mobilization payment item, Government furnished property, equipment and facilities, and expediting assistance.

(6) Assistance by Government. To be weighted from .12 to .03 on the basis of average to above average. Things to consider: use of Government-owned property, equipment and facilities, and expediting assistance.

(7) Subcontracting. To be weighted inversely proportional to the amount of subcontracting. Where 80 percent or more of the work is to be subcontracted, the weighting is to be .03 and such weighting proportionately increased to .12 where all the work is performed by the Contractor's own forces.

1.19 LABOR CONDITIONS APPLICABLE TO TEMPORARY FACILITIES

It is the position of the Department of Defense that the Davis-Bacon Act, 40 U.S.C. 276a is applicable to temporary facilities such as batch plants, sandpits, rock quarries, and similar operations, located off the immediate site of the construction but set up exclusively to furnish required materials for a construction project on the site of the work. Clause "Payrolls and Basic Records" of the CONTRACT CLAUSES is applicable to such operations.

1.20 DRAWING SCALES

All scales shown are based on a standard drawing size of 28" x 40" . If any other size drawings are furnished or plotted, the contractor shall adjust the scales accordingly. The Contractor shall also advise his sub-contractors of the above.

1.21 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition. "Small business concern," as used in this clause, 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 size standards in this solicitation.

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

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

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed $25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause) FAR 52.219-6

1.22 WAGE RATE APPLICATION

For copies of Wage Rates, See Attachment GENERAL WAGE DECISIONS.

Applicable to all work.

1.23 (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 for Each Trade	Goals for Female Participation for Each Trade
1.4	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 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 Grand Island EA-144, which Hall county is a part of.

1.24 (EFARS 52.232-5001) CONTINUING CONTRACTS (MAR 1995)

a. This is a continuing contract, as authorized by Section 10 of the River and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservations of funds from future appropriations, and from future contributions to the project having one or more non-federal project sponsors. The responsibilities of the Government are limited by this clause notwithstanding any contrary provision of the "Payments to Contractor" clause or any other clause of this contract.

b. The sum of $1,000,000 has been reserved for this contract and is available for payments to the Contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds together with funds provided by one or more non-federal project sponsors will be reserved for this contract.

c. Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the Contractor to a price adjustment under the terms of this contract except as specifically provided in certain paragraphs below. No such failure shall constitute a breach of this contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due solely to a failure to reserve sufficient additional funds therefor.

d. The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The Contracting Officer will promptly notify the Contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

e. If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the Contractor shall give written notice to the Contracting Officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

f. No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. The Contractor shall be entitled to simple interest on any payment that the Contracting Officer determines was actually earned under the terms of the contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on

the first day of the delay in such payment.

g. Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the Contractor to any price adjustment under the "Suspension of Work" clause or in any other manner under this contract.

h. An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

i. If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the Contractor, by written notice delivered to the Contracting Officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be considered a termination for the convenience of the Government.

j. If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the Contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the Contractor, to reduce said reservation by the amount of such excess.

1.25 (EFARS 52.236-5000) PLANT AND MATERIAL REMOVAL AFTER CONTRACT TERMINATION(MAR 1995)

Should this contract be terminated as provided in clause 52.232-5001 because of the failure of Congress to provide additional funds for its completion, the contractor may be permitted to remove plant and material on which payments for preparatory work have been made, subject to an equitable deduction from the amounts due the contractor to reimburse the United States for the unabsorbed value of such plant and material.

PART 2 NOT USED

PART 3 NOT USED

-- End of Section --

General Decision Number NE010002
Superseded General Decision No. NE000002

State: Nebraska

Construction Type:
HEAVY
HIGHWAY

County(ies):

ADAMS	FURNAS	NANCE
ANTELOPE	GAGE	NEMAHA
ARTHUR	GARDEN	NUCKOLLS
BANNER	GARFIELD	OTOE
BLAINE	GOSPER	PAWNEE
BOONE	GRANT	PERKINS
BOX BUTTE	GREELEY	PHELPS
BOYD	HALL	PIERCE
BROWN	HAMILTON	PLATTE
BUFFALO	HARLAN	POLK
BURT	HAYES	RED WILLOW
BUTLER	HITCHCOCK	RICHARDSON
CEDAR	HOLT	ROCK
CHASE	HOOKER	SALINE
CHERRY	HOWARD	SAUNDERS
CHEYENNE	JEFFERSON	SCOTTS BLUFF
CLAY	JOHNSON	SEWARD
COLFAX	KEARNEY	SHERIDAN
CUMING	KEITH	SHERMAN
CUSTER	KEYA PAHA	SIOUX
DAKOTA	KIMBALL	STANTON
DAWES	KNOX	THAYER
DAWSON	LANCASTER	THOMAS
DEUEL	LINCOLN	THURSTON
DIXON	LOGAN	VALLEY
DODGE	LOUP	WAYNE
DUNDY	MADISON	WEBSTER
FILLMORE	MCPHERSON	WHEELER
FRANKLIN	MERRICK	YORK
FRONTIER	MORRILL	

HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects, and railroad construction; bascule, suspension & spandrel arch bridges; bridges designed for commercial navigation; bridges involving marine construction; other major bridges)

SAUNDERS COUNTY (WEST OF HWY. #109 EXTENDED NORTH AND SOUTH TO THE COUNTY LINE)

Modification Number	Publication Date
0	03/02/2001

COUNTY(ies):

ADAMS	FURNAS	NANCE
ANTELOPE	GAGE	NEMAHA
ARTHUR	GARDEN	NUCKOLLS
BANNER	GARFIELD	OTOE
BLAINE	GOSPER	PAWNEE
BOONE	GRANT	PERKINS
BOX BUTTE	GREELEY	PHELPS
BOYD	HALL	PIERCE
BROWN	HAMILTON	PLATTE
BUFFALO	HARLAN	POLK
BURT	HAYES	RED WILLOW
BUTLER	HITCHCOCK	RICHARDSON
CEDAR	HOLT	ROCK
CHASE	HOOKER	SALINE
CHERRY	HOWARD	SAUNDERS
CHEYENNE	JEFFERSON	SCOTTS BLUFF
CLAY	JOHNSON	SEWARD
COLFAX	KEARNEY	SHERIDAN
CUMING	KEITH	SHERMAN
CUSTER	KEYA PAHA	SIOUX
DAKOTA	KIMBALL	STANTON
DAWES	KNOX	THAYER
DAWSON	LANCASTER	THOMAS
DEUEL	LINCOLN	THURSTON
DIXON	LOGAN	VALLEY
DODGE	LOUP	WAYNE
DUNDY	MADISON	WEBSTER
FILLMORE	MCPHERSON	WHEELER
FRANKLIN	MERRICK	YORK
FRONTIER	MORRILL	

SUNE2002E 06/16/1999

	Rates	Fringes
CARPENTER	13.30	
CEMENT FINISHER	12.50	
ELECTRICIAN	11.90	
FLAGGER	7.60	
FORM SETTER	10.80	
LABORER	8.30	
MANHOLE BUILDER	10.20	
MECHANIC	12.95	
PAINTER	8.35	
PILE DRIVER LEADPERSON	8.35	
POWER EQUIPMENT OPERATORS:		
Asphalt distributor	9.65	
Asphalt paving machine	12.35	
Asphalt paving machine (screed)	10.45	
Asphalt roller, self-propelled	11.20	
Backhoe excavator (track type)	12.55	
Concrete finishing machine or slip form paver	12.80	
Concrete saw operator	11.20	
Concrete cure machine	9.20	
Concrete texture machine	9.20	
Bulldozer or push tractors:		
Less than 115 drawbar h.p.	11.60	
115 drawbar h.p. and over	12.80	
Material stockpiler	10.20	

Motor grader (finisher)	13.15
Motor grader (rough)	10.90
Power broom operator	9.15
Roller or compactor, earthwork, self-propelled	10.05
Scraper	12.40
Traveling plant stabilization	11.60
Water tankers:	
Under 6000 gallons	9.65
6000 gallons and over	11.20
All purpose spreader	9.50
Clamshell, dragline, crane, pile driver/shovel	13.60
Dredge pump	9.50
Front end loaders:	
4 cu. yds. or less	11.40
Over 4 cu. yds.	12.10
Hydrohammer	9.60
Loader/backhoe (rubber-tired)	9.85
Power grader machine (trimmer & profiler)	12.80
Skid steer loader	9.50
Tractor (farm type)	9.50
Trenching machine	9.85
Stationary plant (base or stabilization)	11.75
Stationary plant (asphalt or concrete)	12.75
Crusher (including those with integral screening plant)	11.75
TRUCK DRIVERS:	
Single axle	8.40
Tandem axle	9.65
Semi-trailer or lowboy	10.85
Transit mix	9.65
WELDER	12.25

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

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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01040

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-- End of Section Table of Contents --

SECTION 01040

AS-BUILT DRAWINGS
5/00 (Rev June 2001)

PART 1 GENERAL

1.1 DEFINITIONS

The definitions listed below form a part of this specification.

1.1.1 Red-Line Drawings

Contract drawings marked-up to show actual work performed to include necessary sketches, modification drawings, shop drawings and notes. Green ink is used to indicate work deleted from the contract. Red ink is used for additions and deviations from the contract.

1.1.2 As-Built Drawings

Professional finished vellum drawings and electronic CADD files developed from the original contract drawings that include all of the information from the redline drawings and suitable for half-size reproduction.

1.1.3 Vellum Drawings

Drawings on erasable Vellum 20# similar or equal to Xerox Zero solvent vellum.

1.1.4 Black-Line Drawings

Paper drawings reproduced from vellum drawings and suitable for microfilming.

1.1.5 Full-Size Drawings

28 inches x 40 inches nominal size drawings with all details visually readable.

1.1.6 Half-Size Drawings

14 inches x 20 inches nominal size drawings with all details visually readable.

1.1.7 Modification Circle

A circle with a horizontal line through the center. The top half will contain the letter "P" with the bottom half containing the Modification number. The lettering standard will be 120/6 WRICO or similar.

1.1.8 Mylar Drawings

Drawings on polyester film, 3 or 5 mil, similar or equal to K & E Stabilene.

1.1.9 Electronic CADD Files

Electronic CADD files are files saved on CD-ROM in accordance with appropriate CADD standard. The CADD standard will include level on/off status, special characters, line wieghts, font, and size requirements.

1.2 GENERAL REQUIREMENTS

The work includes creation of vellumand electronic cadd files on Microstation SE as-built drawings to accurately depict existing conditions of the project. As-Built Drawings will become the permanent record drawings of the construction. The Contractor is responsible for development of electronic CADD files in accordance with Omaha DistrictCADD standards. Omaha District's CADD standards are located on the Omaha District's FTP site (ftp://ftp.nwo.usace.army.mil/pub/ED/CADD/ae/standards/ACADstd.pdf) for AutoCADD and (ftp://ftp.nwo.usace.army.mil/pub/ED/CADD/ae/standards/Caddstd.PDF) for Microstation. The As-Built drawings shall include all major features of the work and all details to the same level as the original contract set of drawings. All changes from the contract drawings, including but not limited to all deviations, additional information, and modifications to the contract. Where contract drawings or specifications allow for options, only the option selected and actually constructed shall be shown on the As-Built Drawings. Systems designed or enhanced by the Contractor such as HVAC control system, fire alarm system fire sprinkler system, irrigation sprinkler system, letters of clarification, shall be accurately and neatly recorded on the As-Built Drawings using the same symbols, terminology, and general quality as the original set of contract drawings. All sheets affected by a change shall be revised. The transmittal requirements for the As-built Drawings shall be shown as events on the Contractor prepared progress chart or network analysis system (NAS), whichever is applicable.

1.3 PAYMENT

In accordance with the clause "Payment Under Fixed - Price Construction Contracts", which provides for progress payments on estimates of work accomplished (which meets the standards of quality established under the contract), $100,000 will be withheld from payment for the creation of As-Built drawings until the final as-built drawings are delivered to the Contracting Officer (including any necessary revisions and subject to the approval of the Contracting Officer).

1.4 TRANSMITTAL OF AS-BUILT DRAWINGS

1.4.1 Preliminary As-Built Drawings

The Contractor shall produce Preliminary As-Built Drawings indicating as-built conditions on Microstation SE with "clouding". Preliminary drawings shall consist of 15% of total project drawings. The As-Built CADD files which include all changes up to the time Preliminary Drawings shall be sent as stated below. The Contractor shall draw attention to all drawing changes by "clouding" the affected area. This "clouding" will be accomplished on layer 63 of the drawing file. The Preliminary Drawings shall consist of one (1) set of CADD files on a CD and one (1) full-size set of the Black-Line Drawings. One (1) set of CADD files on a CD shall be submitted to the Omaha District Office (ATTN: CENWO-ED-DI, Jim Janicek). One (1) full-size of the Black-Line Drawings shall be submitted to the COR. Both documents shall be submitted three (3)weeks prior to the final acceptance inspection unless otherwise directed by the COR. The COR will notify the Contractor in writing of approval / disapproval. The Contractor

shall not submit the Final Drawings until he receives the COR's letter approving the Preliminary Drawings.

1.4.2 Final As-Built Drawings

The Contractor shall produce Final As-Built Drawings on Microstation SE without "clouding". The Final Drawings shall include all changes. The Final Drawings shall be submitted to the COR and Omaha District Office (CENWO-ED-DI) no earlier than the day of acceptance of the project and no later than thirty (30) days after the date on the acceptance letter for the Preliminary Drawing unless otherwise directed by the COR. (Note: Final drawings should not be forwarded to the customer. Corps of Engineers, Omaha District COR will forward to the customer after Quality Review.) One (1) set of CADD files on a CD shall be submitted to the Omaha District Office (ATTN: CENWO-ED-DI, Jim Janicek). Send the following documents to the COR: One (1) set of CADD files on CD (folder name containing as-built files shall be designated "AS-BUILTS" on each CD-ROM). Both CD case and CD shall contain the name of the project, location, specification number, and contract number, and words "As-Built Record Set"). The folder shall contain drawings, indexes and X-REF files related to all as-builts and one full-size set of vellumAs-Built Drawings, along with all red-lined drawings prepared by the Contractor during construction.

1.5 PROCEDURE

Within 30 days after Notice to Proceed, the Government will furnish the Contractor one full size set of contract drawings on bond paper. One (1) CD containing the contract drawings and CADD standards in Microstation SE , format for use in the preparation of As-Built Drawings by the Contractor, will be forwarded to the Resident Engineer. This CD will then be furnished to the Contractor after signed receipt to the Resident Engineer. The Contractor shall create a set of electronic Cadd files and full-size Red-Line Drawings to fully indicate As-Built conditions. The Red-Line Drawings shall be maintained at the site, in a current condition until the completion of the work and shall be available for review by the COR at all times. All as-built conditions shall be on the Red-Line Drawings within two (2) days after the work activity is completed or shall be entered on the deficiency tracking system (see Section 01451, CONTRACTOR QUALITY CONTROL).

1.6 TITLE BLOCKS

The contract number and the specification number (if available) shall be shown on all sheets. "RECORD DRAWING" shall be added below the title block on all sheets. All modifications to the contract shall be posted in ascending order. The top line of the revision box shall state "REVISED TO SHOW AS-BUILT CONDITIONS" and dated. All modifications to all plans, sections, or details, shall have a modification number placed in the revision box under column entitled "Symbol". The statement "GENERAL REVISIONS" may be used when applicable. The date to be added in the revision box for modifications is found in Block 3 of Form SF-30.Cover Sheet will have Contract Award Set changed to As-Built Record Set with month & year completed. Month and year completed will also go in the date box in the title block. There will be no separate dates.

1.7 PROCEDURES FOR POSTING MODIFICATION CHANGES TO DRAWINGS

Follow directions in the modification for posting descriptive

changes.
A Modification Circle shall be place at the location of each deletion.
The highest modification number on the sheet should be shown in the modification circle in the "DATE" and "DRAWING CODE" boxes of the title block.
For all new details or sections that are added to a drawing, place a Modification Circle by the detail or section title.

For changes to a drawing, place a Modification Circle by the title of the affected plan, section or detail titles (each location).
For changes to schedules on drawings, a Modification Circle shall be placed either by the schedule heading or by the change in the schedule.
The Modification Circle size shall be 1/2-inch diameter unless the area where circle is to be placed is crowded. Use smaller size circle for crowded areas.

1.8 WORD ABBREVIATIONS

Abbreviations shown on the abbreviation sheet shall be used to describe all work items. Additional word abbreviations, not found on the abbreviation sheet but necessary to describe the work, shall be properly identified and incorporated with the other standard word abbreviations.

1.9 LEGEND SHEETS

Symbols, which conflict with those on the original contract legend sheet, shall not be used. Additional symbols, properly identified, necessary to depict any additional work items, shall be added to the legend sheet or supplemental legend. Those projects that do not have legend sheets may use supplemental legends on each sheet where symbol is shown.

1.10 CONTRACTOR SHOP DRAWINGS

Contractor shop drawings,which supersede data on the contract plans and/or additional drawings, prepared by the Contractor , shall be incorporated into the As-Built Drawings. Design plans prepared by Contractor shall include the designer's name on the As-Built Drawings.

1.11 INDEXING OF DRAWINGS

If drawings are added to the portfolio of drawings to depict as-built conditions, the index of drawings shall be revised accordingly.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 GENERAL

As-Built drawings shall include as-built information to the same level of detail as shown on the original details, unless otherwise specified. The Contractor shall provide any additional full-size drawings as required to display all the details.

3.2 SITE WORK

3.2.1 Utilities

All utilities shall be shown whether active, inactive, shown on the original contract drawings, or found on-site. The type of utility, location, general direction, size, material make-up and depth shall be shown. The location and description of any utility line or other installations of any kind known to exist within the construction area shall be shown. The location shall include dimensions to permanent features.

3.2.2 Structures

Structures above and below ground shall be shown. The size, material make-up, location, height, and/or depth shall be shown. Manholes shall show rim elevation and invert elevations as applicable. Power poles shall show electrical equipment and voltage rating.

3.2.3 Grades

Grade or alignment of roads, structures, or utilities shall be corrected if any changes were made from the contract drawings. Elevations shall be corrected if changes were made in site grading.

3.3 ELECTRICAL

3.3.1 PANELS

All contract drawing panel schedules shall be revised to show as-built conditions. Home-run circuit designation on electrical drawings shall accurately correspond to the as-built panel schedules.

3.3.2 Controls

All control diagrams in contract drawings shall be revised to reflect as-built conditions, and setpoints.

-- End of Section --

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5/00 (Rev 10/00)

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-- End of Section Table of Contents --

SECTION 01200

CONSTRUCTION GENERAL
5/00 (Rev 10/00)

PART 1 GENERAL

Attachments: Standard Drawings Nos. OD15-9A12 and OD15-9A24

1.1 SCOPE

The work covered in this section is outlined as a statement of construction requirements common to all the work. Specific requirements for materials and installations are provided under the Technical Sections herewith. No claims for extras shall be made on account of items presumed to have been omitted from this section.

1.2 CONSTRUCTION RIGHT-OF-WAY

The Contractor will be assigned working areas or working right-of-way limits for use in the prosecution of work under this contract, subject to the CONTRACT CLAUSES clause entitled "Operations and Storage Areas."

1.3 PROTECTION OF EXISTING FACILITIES AND WORKS

The Contractor shall be responsible for the protection of the work area from damage and upon completion of the work shall leave existing works in a condition equal to that which existed when the work started. All work, storage of materials, and construction plant shall be kept within the limits of the areas assigned. Prior to construction operations, the Contractor shall confer with the Contracting Officer's representative to determine the proximity of any possible under-ground obstructions, pipe or equipment which could be damaged as a result of construction operations. Existing utility lines that are shown on the drawings or the locations are otherwise made known to the Contractor shall be protected from damage, and if damaged, shall be repaired by the Contractor at no additional expense to the Government. In the event that the Contractor damages any existing utility lines that are not shown or the locations of which have not been made known to the Contractor, report thereof shall be made immediately to the Contracting Officer. If the Contracting Officer determines that repairs shall be made by the Contractor, such repairs will be ordered under CONTRACT CLAUSES clause entitled "Changes." The Contractor will be responsible for the protection of structures from any structural damage during the construction operations. Roads and surfaces shall be protected from damage by the work or if damaged shall be repaired with equal materials at no additional expense to the Government. At all times the plant and work areas shall be kept in a condition conducive to safety of workmen and the public and neat in appearance. Waste or surplus materials shall not be allowed to accumulate in the construction areas.

1.3.1 Protection of Appurtenances from Bituminous Material Applications

It shall be the responsibility of the Contractor to cover and protect the surfaces of roadway appurtenances, structures and installations by approved methods in advance of any bituminous material application adjacent thereto.

Damages or defacement thereof shall be corrected as directed, by and at the expense of the Contractor.

1.3.2 Flood Protection Works

In all cases where materials in the existing flood protection works are used or connected with the construction of new work under this contract, the work shall be so planned and executed that the new work shall be completed to provide protection equivalent to the existing protection as the existing protection is weakened or removed. These operating restrictions shall be followed in order that the new work may be tied in, or connected promptly, by the Contractor, with the existing facilities so as to furnish a continuous service in an emergency. These ties or connections shall be made during periods of suspended construction operations and the Contractor shall leave incompleted pipe outlets and other structures in such conditions as to not interfere with the natural drainage from areas served by these pipes or structures.

1.4 DIVERSION AND CARE OF WATER

Full responsibility for the diversion and care of water from whatever source, including direct rainfall, surface runoff and sources outside of the construction area shall be borne by the Contractor until completion of work under this contract. The Contractor shall make his own investigation and determination of existing and anticipated conditions concerning care of water. Plans for diversion and care of water during construction of the structure shall be submitted, within 10 calendar days after receipt of Notice to Proceed, for the approval of the Contracting Officer and shall show location, material and method for dewatering the work area and disposal of the water. The area to be occupied by the new structure shall be unwatered and maintained in a "dry" condition until the concrete slabs and walls have been placed satisfactorily and cured in an approved manner. Diversion of the water shall be accomplished without additional disturbance of in-place bank material beyond the limits necessary for placement of the structures.

1.5 DISPOSITION OF CONSTRUCTION FACILITIES

All buildings and facilities constructed by the Contractor shall be maintained in a satisfactory condition with strict observance of the rules of sanitation, safety and order as may be established by the Contracting Officer. Prior to final payment under the contract, all buildings and facilities constructed by the Contractor for his own use shall be removed from the site by the Contractor.

1.6 ACCESS ROADS AND HAUL ROADS

1.6.1 Access Roads

Access roads as required for the prosecution of the work shall be maintained (including sprinkling for dust control, safety personnel, signals and control) within the work areas assigned to the Contractor. Consideration shall be given to the avoidance of interference with others, safety and frequency of traffic, subject to review and approval prior to construction. Access road areas shall be restored to their original or suitable condition upon completion of this contract. The Contractor shall be responsible for repair of damage to existing roads caused by his operation.

1.6.2 Haul Roads

The Contractor shall construct haul roads as may be necessary for the conduct of the work without additional cost to the Government. The Contractor shall arrange his hauling operations so as to cause a minimum interference with traffic and shall furnish flagmen and other facilities as required to avoid additional hazards to the public. Lines, grades and widths for haul roads, shall be selected to fulfill the requirements for safe and efficient hauling operations and shall be approved by the Contracting Officer prior to construction. Haul roads shall have ample width to provide safety. Preference shall be given to one-way haul roads when these are feasible. All roads shall be maintained in first class condition during all periods of their use. Roads shall be sprinkled whenever, in the opinion of the Contracting Officer, control of dust is necessary to insure safe movements of construction traffic. Upon completion of work under this contract, roads shall be disposed of as directed by the Contracting Officer. All signs, culverts, guards, fences and other improvements on roads constructed for the Contractor's convenience and operations shall be removed from the project site and shall remain his property. Use and repair of existing roads and bridges shall be subject to the requirements of local authorities. Prior to start of hauling operations on public roads, the Contractor shall furnish written evidence to the Contracting Officer that an agreement has been consummated with State and County officials on the use of public roads and bridges. Such agreements shall clearly relieve the Government of any responsibility for damage resulting from hauling across or on these roads.

1.6.3 Joint Use of Transportation Facilities

The Contractor may use jointly with contractors and others, existing access and haul roads constructed by the Government or by others. Unless otherwise specifically authorized in writing, the Contractor will not be granted exclusive use of any access or haul road whether it be an existing road or one constructed by the Contractor. However, the use by others of roads constructed by or assigned to the Contractor primarily for his own use will be limited by the Contracting Officer to the minimum considered consistent with efficient prosecution of the work under this and other contracts in force. Maintenance of jointly used facilities shall be shared in proportion to use. In the event of a disagreement between this Contractor and others as to the use of any road, the decision of the Contracting Officer shall be final. The Contractor shall not obstruct any existing road on the land controlled by the Government.

1.7 PUBLIC ROADS

1.7.1 Traffic Control

The Contractor shall be responsible for the safe control of traffic on all haul and access roads used primarily for the work under these specifications and at their crossings with roads used by others. The Contractor shall, at his own expense, furnish all personnel, signal devices and signal necessary for the safe and efficient control of construction traffic on road systems used by the Contractor. A plan for traffic control, including a listing of equipment and its employment, shall be submitted for review and approval prior to construction.

1.7.2 Operations

When operations are being conducted near a U. S. or State Highway or when

construction equipment is being used on or adjacent to such highway, the Contractor shall furnish signalmen and such warning signs as are necessary to provide adequate warning to the traveling public. The highways and streets shall be kept open at all times.

1.7.3 Barricades

At each location designated by the Contracting Officer and where safe operation requires the closing of roads, streets or other travel arteries leading to the work under this contract, the Contractor shall maintain a heavy plank barricade or other effective barrier during construction. Arrangements for closure of roads, streets or other travel arteries shall be made by the Contractor with local State, County or City officials. The Contractor shall notify the appropriate official in writing at least ten (10) days in advance of the date he desires to close a road to traffic and shall furnish a copy of the agreement to the Contracting Officer prior to closure. A satisfactory sign shall be placed on each barricade stating that the artery is closed. The cost of barricades shall be at the expense of the Contractor.

1.7.4 State and Federal Highways

Where the Contractor hauls across or on State or Federal highways, he shall enter into all agreements with the State Highway Commission and shall comply with any restrictions they may impose relative to load limits, care of traffic and cleanup. Such agreements shall clearly relieve the Government of any responsibility for damages resulting from hauling across or on State highways. Copies of such agreements shall be furnished to the Contracting Officer before the Contractor begins hauling on these highways.

1.7.5 State and Local Public Roads

(a) Load Limits:

The Nebraska Highway Commission and local County Road Commissions restrict the load weights of haul vehicles using highways and county roads during the spring thaw period. The load restrictions are usually imposed from 1 April through June depending on actual weather conditions.

(b) Hauling Regulations:

Prior to start of hauling operations on public roads, the Contractor shall furnish evidence to the Contracting Officer that an agreement has been consummated with State and County officials on the use of public roads and bridges. Such agreements shall clearly relieve the Government of any responsibility for damage resulting from hauling across or on these roads.

1.7.6 City Streets

Where the Contractor intends to cross or to use city streets for haul roads he shall enter into an agreement with the City and shall comply with any restrictions the City may impose relative to load limits, care of traffic and cleanup. Such agreements shall clearly relieve the Government of any responsibility for damage resulting from hauling across or on these highways. A copy of all such agreements shall be furnished the Contracting Officer before the Contractor begins hauling in city streets.

1.7.7 Utility Lines

It shall be the responsibility and obligation of the Contractor to make all arrangements with the affected companies for the necessary moving and alterations of utility lines and the continuation of service during construction as covered by the plans and specifications.

1.7.8 Railroad Crossings

Temporary access and haul road grade crossings over railroad tracks, as requested by the Contractor, shall be constructed and removed by the railroad forces at the expense of the Contractor. Grade crossings constructed for the Contractor by the owner railroad and temporary grade crossings shall be covered by insurance in the amounts specified in Section 00800 SPECIAL CONTRACT REQUIREMENTS, paragraph: Insurance on Railway Right-of-Way.

1.8 COOPERATION WITH OTHER CONTRACTORS

The Contractor shall cooperate and coordinate his work with that of the State and others working in the area during the life of this contract. The Contractor shall coordinate his work with others to avoid undue interference and shall conduct his operations, other than approved required access, within the limits of the assigned construction area or construction right-of-way limits. The Contractor shall cooperate with others as necessary in the interest of timely completion of all work and in the event of disagreement the decision of the Contracting Officer shall be final.

1.8.1 Coordination With Others

Public and private authorities and other Contractors of the U. S. Government work may be working in assigned work areas during the life of this contract. The Contractor shall coordinate his work with others to avoid undue interference and shall conduct his operations, other than approved required access, within the limits of the assigned construction area or construction right-of-way limits. The Contractor will be working in close proximity to the Union Pacific railroad tracks. The Contractor shall obtain all necessary permits from the Union Pacific.

1.9 WORK BY OTHERS

Public and private authorities may be working in the area during the life of this contract. The Contractor shall coordinate his work with others to avoid undue interference, and shall conduct his operations, other than required access, within the limits of the assigned construction area or construction right-of-way limits. Specifications and drawings showing work under other contracts are available for examination at the Corps of Engineers District Office, 215 North 17th Street, Omaha, Nebraska 68102-4978, or at the Office of the Area Engineer , .

1.10 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Proposed Methods of Operation; G-A

Progress Charts; G-A

Construction Right-of-Way

Right-of-Way Agreements

State and Federal Highways

Agreements for hauling on highways

State and Local Public Roads

Agreements for hauling on roads

SD-02 Shop Drawings

Care of Water; G-A

Traffic Control; G-A

SD-11 Closeout Submittals

Warranty of Construction

List of warranties with copy of each

1.11 SPECIAL INSTRUCTIONS FOR PROGRESS CHARTS

To be submitted in accordance with the CONTRACT CLAUSES clause entitled "Schedule for Construction Contracts" shall indicate the required data for each of the principal features of the work. Contract changes or modifications will not include extensions of time unless the updated progress chart shows that the contract completion date is delayed due to the affect of the change on one or more principal features of the work.

1.12 PROJECT SIGN

The Contractor shall provide a new project sign constructed in accordance with Standard Drawings Nos. OD15-9A12 and OD15-9A24 bound herein. The sign shall be erected at the project site by the Contractor at the location determined by the Contracting Officer. The project sign shall remain the property of the Contractor and upon completion of the contract, work shall be removed from the premises by the Contractor. . No separate payment will be made for the sign.

1.13 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud. (FAR 52.246-21)

1.14 ACCOMMODATIONS FOR GOVERNMENT PERSONNEL

The Contractor shall furnish and maintain an office type trailer for the use of Government inspectors. The trailer shall have a minimum floor space of 200 sq. ft. The trailer shall meet the following requirements: Sufficient blocks to steady the trailer when spotted for use. An entrance

near each end with each entrance equipped with a door with fixed window and screen door. Approximately 40 sq. ft. ventilating type of window space with all windows having louvered screens or screens and awnings or venetian blinds. Floors, ceiling and walls to be insulated. Ceiling vents with at least one having an exhaust fan. Varnished plywood interior. Inlaid linoleum covered floors. Ceiling light operated from switch at door. Fluorescent 2-40 watt tube fixtures at each end of trailer. Double electric outlets located near ends of trailer with one exterior weatherproof outlet. Electric 5-gal. water cooler with two plastic bottles. Forced-air central oil or gas heating unit with minimum capacity of 15,000 B.t.u. per hour, thermostatic controlled. Thermostatically controlled 12,000 B.t.u. air conditioning unit. Wardrobe of approximately 48 inch length. Kneehole desk 30" x 32" x 5'0", with 3 drawers on each side of the kneehole; drafting stool, swivel chair with arms, 4 straight-back or folding chairs. Drafting table on shelf with built-in cabinets below. Plan rack capable of holding approximately 75 standard drawings. Five lb. CO_2 fire extinguishers. Exterior toilet facilities. The trailer shall be located at the at the direction of the Contracting Officer. The Contractor shall provide accommodations, janitor service, fuel for light plant and heating facilities, electricity, telephone, telephone answering machine and water, all at no cost to the Government, except that the Contractor will not be liable for Government long-distance calls. Upon completion of the contract, the trailer shall remain the property of the Contractor and shall be removed from the site of the work.

1.15 PORTABLE TOILETS

Toilet facilities will not be available for Contractor's use. The Contractor shall provide and maintain portable toilets for use by the Contractor's staff. Toilet(s) shall be placed at the location directed by the Contracting Officer.

PART 2 NOT USED

PART 3 NOT USED

-- End of Section --

A B C D E F G H I
J K L M N O P Q R
S T U V W X Y Z
a b c d e f g h i j k l m
n o p q r s t u v w x y z
1 2 3 4 5 6 7 8 9 10

A B C D E F G H I J K L M
N O P Q R S T U V W X Y Z
a b c d e f g h i j k l m
n o p q r s t u v w x y z
1 2 3 4 5 6 7 8 9 10

Note: Above lettering styles are Helios Extra Bold Condensed and Helios Bold II. Helvetica Black Roman and Helvetica Bold Roman are acceptable substitutes.

STANDARD
ALPHABET & NUMERALS

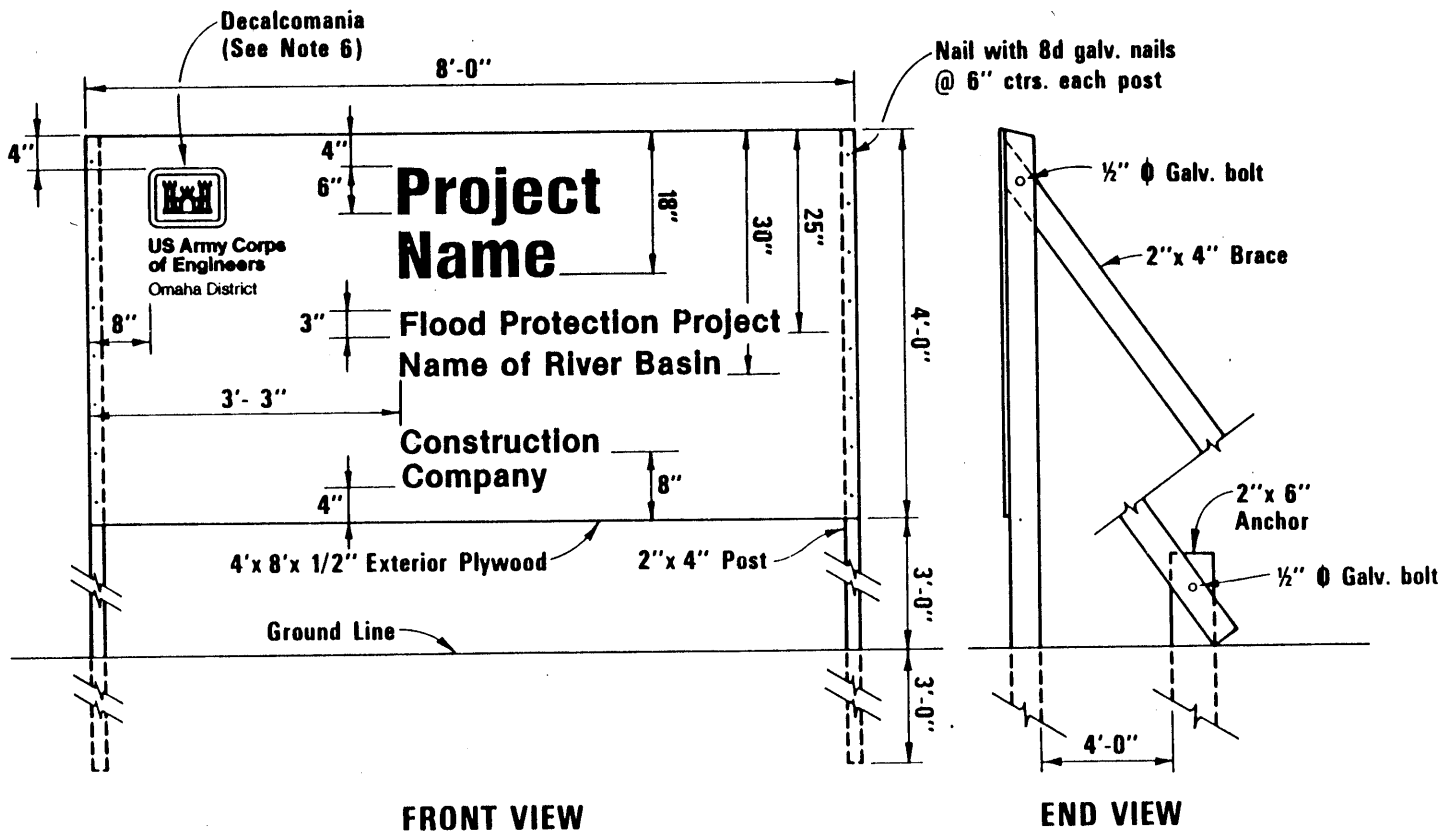
OFFICE OF THE DISTRICT ENGINEER
OMAHA, NEBRASKA
REV. NOVEMBER, 1982

00800AT1

OD15-9A12

NOTES:

1. Posts to be S4S.
2. Plywood shall be exterior type, A-C grade.
3. Before painting, surface to be clean, dry, free from grease and sanded.
4. Paint with one prime coat zinc oxide and two finish coats grey, Pantone "402" or #26357 in Fed. Std. 595, semi-gloss, enamel, conforming to Fed. Specs. TT-P-102.
5. All lettering to be white enamel on grey background.
6. Decalcomania for Corps of Engineers insignia will be furnished by the Contracting Officer for installation by the Contractor.



STANDARD
PROJECT SIGN
FLOOD PROTECTION

OFFICE OF THE DISTRICT ENGINEER
OMAHA, NEBRASKA
REV. NOVEMBER, 1982

OD15-9A24

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SECTION 01320A

PROJECT SCHEDULE
06/97

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of the specification to the extent referenced. The publications are referenced in the text by basic designation only.

ENGINEERING REGULATIONS (ER)

ER 1-1-11	(1995) Progress, Schedules, and Network Analysis Systems

1.2 QUALIFICATIONS

The Contractor shall designate an authorized representative who shall be responsible for the preparation of all required project schedule reports.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

Pursuant to the Contract Clause, SCHEDULE FOR CONSTRUCTION CONTRACTS, a Project Schedule as described below shall be prepared. The scheduling of construction shall be the responsibility of the Contractor. Contractor management personnel shall actively participate in its development. Subcontractors and suppliers working on the project shall also contribute in developing and maintaining an accurate Project Schedule. The approved Project Schedule shall be used to measure the progress of the work, to aid in evaluating time extensions, and to provide the basis of all progress payments. The scheduler shall be a direct employee of the prime contractor and have a minimum of 2 years experience in scheduling.

3.2 BASIS FOR PAYMENT

The schedule shall be the basis for measuring Contractor progress. Lack of an approved schedule or scheduling personnel will result in an inability of the Contracting Officer to evaluate Contractor's progress for the purposes of payment. Failure of the Contractor to provide all information, as specified below, shall result in the disapproval of the entire Project Schedule submission and the inability of the Contracting Officer to evaluate Contractor progress for payment purposes. In the case where Project Schedule revisions have been directed by the Contracting Officer and those revisions have not been included in the Project Schedule, the Contracting Officer may hold retainage up to the maximum allowed by contract, each payment period, until revisions to the Project Schedule have been made.

3.3 PROJECT SCHEDULE

The computer software system utilized by the Contractor to produce the Project Schedule shall be capable of providing all requirements of this specification. Failure of the Contractor to meet the requirements of this specification shall result in the disapproval of the schedule. Manual methods used to produce any required information shall require approval by the Contracting Officer.

3.3.1 Use of the Critical Path Method

The Critical Path Method (CPM) of network calculation shall be used to generate the Project Schedule. The Contractor shall provide the Project Schedule in the Precedence Diagram Method (PDM).

3.3.2 Level of Detail Required

The Project Schedule shall include an appropriate level of detail. Failure to develop or update the Project Schedule or provide data to the Contracting Officer at the appropriate level of detail, as specified by the Contracting Officer, shall result in the disapproval of the schedule. The Contracting Officer will use, but is not limited to, the following conditions to determine the appropriate level of detail to be used in the Project Schedule:

3.3.2.1 Activity Durations

Contractor submissions shall follow the direction of the Contracting Officer regarding reasonable activity durations. Reasonable durations are those that allow the progress of activities to be accurately determined between payment periods (usually less than 2 percent of all non-procurement activities' Original Durations are greater than 20 days).

3.3.2.2 Procurement Activities

Tasks related to the procurement of long lead materials or equipment shall be included as separate activities in the project schedule. Long lead materials and equipment are those materials that have a procurement cycle of over 90 days. Examples of procurement process activities include, but are not limited to: submittals, approvals, procurement, fabrication, and delivery.

3.3.2.3 Government Activities

Government and other agency activities that could impact progress shall be shown. These activities include, but are not limited to: approvals, inspections, utility tie-in, Government Furnished Equipment (GFE) and Notice to Proceed (NTP) for phasing requirements.

3.3.2.4 Responsibility

All activities shall be identified in the project schedule by the party responsible to perform the work. Responsibility includes, but is not limited to, the subcontracting firm, contractor work force, or government agency performing a given task. Activities shall not belong to more than one responsible party. The responsible party for each activity shall be identified by the Responsibility Code.

3.3.2.5 Work Areas

All activities shall be identified in the project schedule by the work area in which the activity occurs. Activities shall not be allowed to cover more than one work area. The work area of each activity shall be identified by the Work Area Code.

3.3.2.6 Modification or Claim Number

Any activity that is added or changed by contract modification or used to justify claimed time shall be identified by a mod or claim code that changed the activity. Activities shall not belong to more than one modification or claim item. The modification or claim number of each activity shall be identified by the Mod or Claim Number. Whenever possible, changes shall be added to the schedule by adding new activities. Existing activities shall not normally be changed to reflect modifications.

3.3.2.7 Bid Item

All activities shall be identified in the project schedule by the Bid Item to which the activity belongs. An activity shall not contain work in more than one bid item. The bid item for each appropriate activity shall be identified by the Bid Item Code.

3.3.2.8 Phase of Work

All activities shall be identified in the project schedule by the phases of work in which the activity occurs. Activities shall not contain work in more than one phase of work. The project phase of each activity shall be by the unique Phase of Work Code.

3.3.2.9 Category of Work

All Activities shall be identified in the project schedule according to the category of work which best describes the activity. Category of work refers, but is not limited, to the procurement chain of activities including such items as submittals, approvals, procurement, fabrication, delivery, installation, start-up, and testing. The category of work for each activity shall be identified by the Category of Work Code.

3.3.2.10 Feature of Work

All activities shall be identified in the project schedule according to the feature of work to which the activity belongs. Feature of work refers, but is not limited to, a work breakdown structure for the project. The feature of work for each activity shall be identified by the Feature of Work Code.

3.3.3 Scheduled Project Completion

The schedule interval shall extend from NTP to the contract completion date.

3.3.3.1 Project Start Date

The schedule shall start no earlier than the date on which the NTP was acknowledged. The Contractor shall include as the first activity in the project schedule an activity called "Start Project". The "Start Project" activity shall have an "ES" constraint date equal to the date that the NTP was acknowledged, and a zero day duration.

3.3.3.2 Constraint of Last Activity

Completion of the last activity in the schedule shall be constrained by the contract completion date. Calculation on project updates shall be such that if the early finish of the last activity falls after the contract completion date, then the float calculation shall reflect a negative float on the critical path. The Contractor shall include as the last activity in the project schedule an activity called "End Project". The "End Project" activity shall have an "LF" constraint date equal to the completion date for the project, and a zero day duration.

3.3.3.3 Early Project Completion

In the event the project schedule shows completion of the project prior to the contract completion date, the Contractor shall identify those activities that have been accelerated and/or those activities that are scheduled in parallel to support the Contractor's "early" completion. Contractor shall specifically address each of the activities noted in the narrative report at every project schedule update period to assist the Contracting Officer in evaluating the Contractor's ability to actually complete prior to the contract period.

3.3.4 Interim Completion Dates

Contractually specified interim completion dates shall also be constrained to show negative float if the early finish date of the last activity in that phase falls after the interim completion date.

3.3.4.1 Start Phase

The Contractor shall include as the first activity for a project phase an activity called "Start Phase X" where "X" refers to the phase of work. The "Start Phase X" activity shall have an "ES" constraint date equal to the date on which the NTP was acknowledged, and a zero day duration.

3.3.4.2 End Phase

The Contractor shall include as the last activity in a project phase an activity called "End Phase X" where "X" refers to the phase of work. The "End Phase X" activity shall have an "LF" constraint date equal to the completion date for the project, and a zero day duration.

3.3.4.3 Phase X

The Contractor shall include a hammock type activity for each project phase called "Phase X" where "X" refers to the phase of work. The "Phase X" activity shall be logically tied to the earliest and latest activities in the phase.

3.3.5 Default Progress Data Disallowed

Actual Start and Finish dates shall not be automatically updated by default mechanisms that may be included in CPM scheduling software systems. Actual Start and Finish dates on the CPM schedule shall match those dates provided from Contractor Quality Control Reports. Failure of the Contractor to document the Actual Start and Finish dates on the Daily Quality Control report for every in-progress or completed activity, and failure to ensure that the data contained on the Daily Quality Control reports is the sole basis for schedule updating shall result in the disapproval of the Contractor's schedule and the inability of the Contracting Officer to

evaluate Contractor progress for payment purposes. Updating of the percent complete and the remaining duration of any activity shall be independent functions. Program features which calculate one of these parameters from the other shall be disabled.

3.3.6 Out-of-Sequence Progress

Activities that have posted progress without all preceding logic being satisfied (Out-of-Sequence Progress) will be allowed only on a case-by-case approval of the Contracting Officer. The Contractor shall propose logic corrections to eliminate all out of sequence progress or justify not changing the sequencing for approval prior to submitting an updated project schedule.

3.3.7 Negative Lags

Lag durations contained in the project schedule shall not have a negative value.

3.4 PROJECT SCHEDULE SUBMISSIONS

The Contractor shall provide the submissions as described below. The data disk, reports, and network diagrams required for each submission are contained in paragraph SUBMISSION REQUIREMENTS.

3.4.1 Preliminary Project Schedule Submission

The Preliminary Project Schedule, defining the Contractor's planned operations for the first 60 calendar days shall be submitted for approval within 20 calendar days after the NTP is acknowledged. The approved preliminary schedule shall be used for payment purposes not to exceed 60 calendar days after NTP.

3.4.2 Initial Project Schedule Submission

The Initial Project Schedule shall be submitted for approval within 40 calendar days after NTP. The schedule shall provide a reasonable sequence of activities which represent work through the entire project and shall be at a reasonable level of detail.

3.4.3 Monthly Schedule Updates

Based on the result of progress meetings, specified in "Monthly Progress Meetings," the Contractor shall submit monthly schedule updates. These submissions shall enable the Contracting Officer to assess Contractor's progress. If the Contractor fails or refuses to furnish the information and project schedule data, which in the judgement of the Contracting Officer or authorized representative is necessary for verifying the Contractor's progress, the Contractor shall be deemed not to have provided an estimate upon which progress payment may be made.

3.4.4 Standard Activity Coding Dictionary

The Contractor shall use the activity coding structure defined in the Standard Data Exchange Format (SDEF) in ER 1-1-11, Appendix A. This exact structure is mandatory, even if some fields are not used.

3.5 SUBMISSION REQUIREMENTS

The following items shall be submitted by the Contractor for the preliminary submission, initial submission, and every monthly project schedule update throughout the life of the project:

3.5.1 Data Disks

Two data disks containing the project schedule shall be provided. Data on the disks shall adhere to the SDEF format specified in ER 1-1-11, Appendix A.

3.5.1.1 File Medium

Required data shall be submitted on 3.5 disks, formatted to hold 1.44 MB of data, compatible with Microsoft Windows 95/98 operating systems, unless otherwise approved by the Contracting Officer.

3.5.1.2 Disk Label

A permanent exterior label shall be affixed to each disk submitted. The label shall indicate the type of schedule (Preliminary, Initial, Update, or Change), full contract number, project name, project location, data date, name and telephone number or person responsible for the schedule, and the MS-DOS version used to format the disk.

3.5.1.3 File Name

Each file submitted shall have a name related to either the schedule data date, project name, or contract number. The Contractor shall develop a naming convention that will ensure that the names of the files submitted are unique. The Contractor shall submit the file naming convention to the Contracting Officer for approval.

3.5.2 Narrative Report

A Narrative Report shall be provided with the preliminary, initial, and each update of the project schedule. This report shall be provided as the basis of the Contractor's progress payment request. The Narrative Report shall include: a description of activities along the 2 most critical paths, a description of current and anticipated problem areas or delaying factors and their impact, and an explanation of corrective actions taken or required to be taken. The narrative report is expected to relay to the Government, the Contractor's thorough analysis of the schedule output and its plans to compensate for any problems, either current or potential, which are revealed through that analysis.

3.5.3 Approved Changes Verification

Only project schedule changes that have been previously approved by the Contracting Officer shall be included in the schedule submission. The Narrative Report shall specifically reference, on an activity by activity basis, all changes made since the previous period and relate each change to documented, approved schedule changes.

3.5.4 Schedule Reports

The format for each activity for the schedule reports listed below shall contain: Activity Numbers, Activity Description, Original Duration, Remaining Duration, Early Start Date, Early Finish Date, Late Start Date, Late Finish Date, Total Float. Actual Start and Actual Finish Dates shall

be printed for those activities in progress or completed.

3.5.4.1 Activity Report

A list of all activities sorted according to activity number.

3.5.4.2 Logic Report

A list of Preceding and Succeeding activities for every activity in ascending order by activity number. Preceeding and succeeding activities shall include all information listed above in paragraph Schedule Reports. A blank line shall be left between each activity grouping.

3.5.4.3 Total Float Report

A list of all incomplete activities sorted in ascending order of total float. Activities which have the same amount of total float shall be listed in ascending order of Early Start Dates. Completed activities shall not be shown on this report.

3.5.4.4 Earnings Report

A compilation of the Contractor's Total Earnings on the project from the NTP until the most recent Monthly Progress Meeting. This report shall reflect the Earnings of specific activities based on the agreements made in the field and approved between the Contractor and Contracting Officer at the most recent Monthly Progress Meeting. Provided that the Contractor has provided a complete schedule update, this report shall serve as the basis of determining Contractor Payment. Activities shall be grouped by bid item and sorted by activity numbers. This report shall: sum all activities in a bid item and provide a bid item percent; and complete and sum all bid items to provide a total project percent complete. The printed report shall contain, for each activity: the Activity Number, Activity Description, Original Budgeted Amount, Total Quantity, Quantity to Date, Percent Complete (based on cost), and Earnings to Date.

3.5.5 Network Diagram

The network diagram shall be required on the initial schedule submission and on monthly schedule update submissions. The network diagram shall depict and display the order and interdependence of activities and the sequence in which the work is to be accomplished. The Contracting Officer will use, but is not limited to, the following conditions to review compliance with this paragraph:

3.5.5.1 Continuous Flow

Diagrams shall show a continuous flow from left to right with no arrows from right to left. The activity number, description, duration, and estimated earned value shall be shown on the diagram.

3.5.5.2 Project Milestone Dates

Dates shall be shown on the diagram for start of project, any contract required interim completion dates, and contract completion dates.

3.5.5.3 Critical Path

The critical path shall be clearly shown.

3.5.5.4 Banding

Activities shall be grouped to assist in the understanding of the activity sequence. Typically, this flow will group activities by category of work, work area and/or responsibility.

3.5.5.5 S-Curves

Earnings curves showing projected early and late earnings and earnings to date.

3.6 MONTHLY PROGRESS MEETINGS

Progress meetings to discuss payment shall include a monthly onsite meeting or other regular intervals mutually agreed to at the preconstruction conference. During this meeting the Contractor shall describe, on an activity by activity basis, all proposed revisions and adjustments to the project schedule required to reflect the current status of the project. The Contracting Officer will approve activity progress, proposed revisions, and adjustments as appropriate.

3.6.1 Meeting Attendance

The Contractor's Project Manager and Scheduler shall attend the regular progress meeting.

3.6.2 Update Submission Following Progress Meeting

A complete update of the project schedule containing all approved progress, revisions, and adjustments, based on the regular progress meeting, shall be submitted not later than 4 working days after the monthly progress meeting.

3.6.3 Progress Meeting Contents

Update information, including Actual Start Dates, Actual Finish Dates, Remaining Durations, and Cost-to-Date shall be subject to the approval of the Contracting Officer. As a minimum, the Contractor shall address the following items on an activity by activity basis during each progress meeting.

3.6.3.1 Start and Finish Dates

The Actual Start and Actual Finish dates for each activity currently in-progress or completed .

3.6.3.2 Time Completion

The estimated Remaining Duration for each activity in-progress. Time-based progress calculations shall be based on Remaining Duration for each activity.

3.6.3.3 Cost Completion

The earnings for each activity started. Payment will be based on earnings for each in-progress or completed activity. Payment for individual activities will not be made for work that contains quality defects. A portion of the overall project amount may be retained based on delays of activities.

3.6.3.4 Logic Changes

All logic changes pertaining to NTP on change orders, change orders to be incorporated into the schedule, contractor proposed changes in work sequence, corrections to schedule logic for out-of-sequence progress, lag durations, and other changes that have been made pursuant to contract provisions shall be specifically identified and discussed.

3.6.3.5 Other Changes

Other changes required due to delays in completion of any activity or group of activities include: 1) delays beyond the Contractor's control, such as strikes and unusual weather. 2) delays encountered due to submittals, Government Activities, deliveries or work stoppages which make re-planning the work necessary. 3) Changes required to correct a schedule which does not represent the actual or planned prosecution and progress of the work.

3.7 REQUESTS FOR TIME EXTENSIONS

In the event the Contractor requests an extension of the contract completion date, or any interim milestone date, the Contractor shall furnish the following for a determination as to whether or not the Contractor is entitled to an extension of time under the provisions of the contract: justification, project schedule data, and supporting evidence as the Contracting Officer may deem necessary. Submission of proof of delay, based on revised activity logic, duration, and costs (updated to the specific date that the delay occurred) is obligatory to any approvals.

3.7.1 Justification of Delay

The project schedule shall clearly display that the Contractor has used, in full, all the float time available for the work involved with this request. The Contracting Officer's determination as to the number of allowable days of contract extension shall be based upon the project schedule updates in effect for the time period in question, and other factual information. Actual delays that are found to be caused by the Contractor's own actions, which result in the extension of the schedule, will not be a cause for a time extension to the contract completion date.

3.7.2 Submission Requirements

The Contractor shall submit a justification for each request for a change in the contract completion date of under 2 weeks based upon the most recent schedule update at the time of the NTP or constructive direction issued for the change. Such a request shall be in accordance with the requirements of other appropriate Contract Clauses and shall include, as a minimum:

a. A list of affected activities, with their associated project schedule activity number.

b. A brief explanation of the causes of the change.

c. An analysis of the overall impact of the changes proposed.

d. A sub-network of the affected area.

Activities impacted in each justification for change shall be identified by a unique activity code contained in the required data file.

3.7.3 Additional Submission Requirements

For any requested time extension of over 2 weeks, the Contracting Officer may request an interim update with revised activities for a specific change request. The Contractor shall provide this disk within 4 days of the Contracting Officer's request.

3.8 DIRECTED CHANGES

If the NTP is issued for changes prior to settlement of price and/or time, the Contractor shall submit proposed schedule revisions to the Contracting Officer within 2 weeks of the NTP being issued. The proposed revisions to the schedule will be approved by the Contracting Officer prior to inclusion of those changes within the project schedule. If the Contractor fails to submit the proposed revisions, the Contracting Officer may furnish the Contractor with suggested revisions to the project schedule. The Contractor shall include these revisions in the project schedule until revisions are submitted, and final changes and impacts have been negotiated. If the Contractor has any objections to the revisions furnished by the Contracting Officer, the Contractor shall advise the Contracting Officer within 2 weeks of receipt of the revisions. Regardless of the objections, the Contractor shall continue to update the schedule with the Contracting Officer's revisions until a mutual agreement in the revisions is reached. If the Contractor fails to submit alternative revisions within 2 weeks of receipt of the Contracting Officer's proposed revisions, the Contractor will be deemed to have concurred with the Contracting Officer's proposed revisions. The proposed revisions will then be the basis for an equitable adjustment for performance of the work.

3.9 OWNERSHIP OF FLOAT

Float available in the schedule, at any time, shall not be considered for the exclusive use of either the Government or the Contractor.

-- End of Section --

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SECTION 01330

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SECTION 01330

SUBMITTAL PROCEDURES
09/97
Omaha Update 02/01

PART 1 GENERAL

Attachments: Submittal Register
ENG Form 4025, Transmittal Form

1.1 CONTRACTOR RESPONSIBILITIES

The Contractor is responsible for total management of his work including scheduling, control, and certification of all submittals. The submittal management system provided in these specifications is intended to be a complete system for the Contractor to use to control the quality of materials, equipment and workmanship provided by manufacturers, fabricators, suppliers and subcontractors. The Contractor shall review each submittal for contract compliance. Submittals that comply will be forwarded to the Government. Submittals that do not conform will be returned to the originator to be corrected. The Submittal Register (ENG Form 4288) will be utilized to log and monitor all submittal activities. No construction or installation activities shall be performed prior to required approvals of applicable submittals. The Contractor shall perform a check to assure that all materials and/or equipment have been tested, submitted and approved during the preparatory phase of quality control inspections.

1.2 SUBMITTAL IDENTIFICATION

Submittals required are identified by SD numbers as follows:

SD-01 Preconstruction Submittals

Tabular lists showing location, features, or other pertinent information regarding products, materials, equipment, or components to be used in the work.

In addition, the following items are included:

Construction Progress Schedule
Health and safety plan
Work plan
Quality control plan
Environmental protection plan
Permits

SD-02 Shop Drawings

Submittals which graphically show relationship of various components of the work, schematic diagrams of systems, details of fabrication, layouts of particular elements, connections, and other relational aspects of the work.

SD-03 Product Data

Catalog cuts, illustrations, schedules, diagrams, performance charts, instructions and brochures illustrating size, physical appearance and other characteristics of materials or equipment for some portion of the work.

Samples of warranty language when the contract requires extended product warranties.

SD-04 Samples

Samples, including both fabricated and unfabricated physical examples of materials, products, and units of work as complete units or as portions of units of work.

Physical examples of materials, equipment or workmanship that illustrate functional and aesthetic characteristics of a material or product and establish standards by which the work can be judged. Color samples from the manufacturer's standard line (or custom color samples if specified) to be used in selecting or approving colors for the project.

Field samples and mock-ups constructed on the project site establish standards by which the ensuring work can be judged. Includes assemblies or portions of assemblies which are to be incorporated into the project and those which will be removed at conclusion of the work.

SD-05 Design Data

Calculations, mix designs, analyses or other data pertaining to a part of work.

SD-06 Test Reports

Report signed by authorized official of testing laboratory that a material, product or system identical to the material, product or system to be provided has been tested in accord with specified requirements. (Testing must have been within three years of date of contract award for the project.)

Report which includes findings of a test required to be performed by the contractor on an actual portion of the work or prototype prepared for the project before shipment to job site.

Report which includes finding of a test made at the job site or on sample taken from the job site, on portion of work during or after installation.

Investigation reports

Daily checklists

Final acceptance test and operational test procedure

SD-07 Certificates

A document, required of the Contractor, or through the Contractor, from a supplier, installer, manufacturer, or other lower tier Contractor, the purpose of which is to confirm the quality or orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel, qualifications, or other verifications of quality.

Statement signed by an official authorized to certify on behalf of the manufacturer of a product, system or material, attesting that the product, system or material meets specified requirements. The statement must be dated after the award of the contract, must state the Contractor's name and address, must name the project and location, and must list the specific requirements which are being certified.

Confined space entry permits.

SD-08 Manufacturer's Instructions

Preprinted material describing installation of a product, system or material, including special notices and material safety data sheets, if any, concerning impedances, hazards, and safety precautions.

SD-09 Manufacturer's Field Reports

Documentation of the testing and verification actions taken by manufacturer's representative to confirm compliance with manufacturer's standards or instructions.

Factory test reports.

SD-10 Operation and Maintenance Data

Data intended to be incorporated in operations and maintenance manuals.

SD-11 Closeout Submittals

Documentation to record compliance with technical or administrative requirements or to establish an administrative mechanism.

In addition, the following items are included:

As-built drawings

Special warranties

Posted operating instructions

Training plan

1.3 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.3.1 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." All submittals noted in the technical specifications and Submittal Register as "G-A" ("G,A") or "G-A1" ("G,A1") are subject to Government Approval.

1.3.2 Information Only (FIO)

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. The Contracting Officer has the option to review any submittal.

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 Contractor Quality Control (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 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

PART 2 PRODUCTS (Not 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) System Manager and each item shall be stamped, signed, and dated by the CQC System Manager 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 AND ENG FORM 4288 (RMS) SUBMITTAL REGISTER

At the end of this section is a submittal register (submittal form) showing items of equipment and materials for which submittals are required by the specifications; this list may not be all inclusive and additional submittals may be required. The attached submittal register identifies only the submittal section, type of submittal, description of item submitted, paragraph number related to submittal item (section submittal paragraph if none listed), submittal classification (G or FIO), and submittal reviewer identifier (A or A1). The submittal register generated by the Government Resident Management System (RMS) Software is used for tracking construction submittals and is referred to as ENG Form 4288 (RMS). The Contractor shall maintain an ENG Form 4288 (RMS) for the project in accordance with the attached ENG Form 4288 (RMS) Instructions. The Contractor will be furnished one (1) set of ENG Forms 4288 (RMS) at the preconstruction conference. Much of the same information contained on the atttached submittal register will be included on the ENG Forms 4288 (RMS) furnished to the Contractor. The Contractor shall complete the appropriate columns as indicated on the attached ENG Form 4288 (RMS) Instructions and return six (6) completed copies to the Contracting Officer for approval within 20 calendar days after the preconstruction conference. The ENG Form 4288 (RMS)will become a part of the contract after approval.

The TRANSMITTAL NUMBER AND ITEM NUMBER shall be left blank for use later to record the respective transmittal and item number corresponding to those listed on the transmittal form entitled: "TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE" (ENG Form 4025). The approved ENG Form 4288 (RMS) will become the scheduling document and will be used to control submittals throughout the life of the contract. The ENG Form 4288 (RMS) 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 20 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 sample transmittal form (ENG Form 4025) attached to this section shall be used for submitting both Goverment approved and information only submittals in accordance with the instructions on the reverse side of the form. These forms will be furnished to the Contractor. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

3.5 SUBMITTAL PROCEDURE

Submittals shall be made as follows:

3.5.1 Procedures

3.5.1.1 "G-A1" Submittals

All items listed as "G-A1" submittals in the various sections or on the Submittal Register shall be mailed directly to the addressee shown below as directed. For each submittal, a completed information copy of the attached transmittal form shall also be mailed to the Area Engineer .

Technical Reviewer

Engineering Division
Attn: CENWO-ED-DI
U.S. Army Engineer District, Omaha
106 South 15th Street
Omaha, NE 68102-1618

Each required submittal which is in the form of a drawing shall be submitted as seven (7) prints of the drawing. Drawing prints shall be either blue or black line permanent-type prints on a white background or blueprint and shall be sufficiently clear and suitable for making legible copies.

All catalog and descriptive data shall be submitted in seven (7) copies. Catalog cuts and other descriptive data which have more than one model, size, or type or which shows optional equipment shall be clearly marked to show the model, size, or type and all optional equipment which is proposed for approval. Submittals on component items forming a system or that are interrelated shall be submitted at one time as a single submittal in order to demonstrate that the items have been properly coordinated and will function as a unit.

3.5.1.2 "G-A" and FIO Submittals

Except as noted below, data for all items listed as "G-A" or FIO Submittals in the various sections shall be submitted in five (5) copies to the Area Engineer using the transmittal form. Items not to be submitted in multiples, such as samples and test cylinders, shall be submitted to the Area or Resident Engineer (as directed) accompanied by five (5) copies of the transmittal form.

3.5.1.3 Certificates of Compliance

Each certificate shall be signed by an official authorized to certify in behalf of the manufacturing company and shall contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if, after tests are performed on selected samples, the material is found not to meet the specific requirements.

3.5.1.4 Purchase Orders

Copies of purchase orders shall be furnished to the Contracting Officer when the Contractor requests assistance for expediting deliveries of equipment or materials, or when requested by the Contracting Officer for the purpose of quality assurance review. Each purchase order issued by the

Contractor or his subcontractors for materials and equipment to be incorporated into the project shall (1) be clearly identified with the applicable DA contract number, (2) carry an identifying number, (3) be in sufficient detail to identify the material being purchased, (4) indicate a definite delivery date, and (5) display the DMS priority rating, if applicable.

3.5.1.5 Operation and Maintenance Instructions and/or Manuals

Where required by various technical sections, operations and maintenance instructions and/or manuals with parts lists included shall be provided by the Contractor in quintuplicate, unless otherwise specified, and shall be assembled in three-ring binders with index and tabbed section divider and having a cover indicating the contents by equipment or system name and project title and shall be submitted for approval to the Contracting Officer 90 days prior to final tests of mechanical and electrical systems, unless otherwise specified. Each operation and maintenance manual shall contain a copy of all warranties. If field testing requires these copies to be revised, they shall be updated and resubmitted for approval within 10 calendar days after completion of tests. The Operations and Maintenance Instructions and/or Manuals shall be shown as a separate activity on the Contractor prepared construction schedule bar chart or network analysis system.

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 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."

3.7 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.

3.7.1 "G-A1" Submittals

The drawing print and five (5) sets of all catalog data and descriptive literature and drawing prints will be retained by the Contracting Officer and two (2) sets of catalog data and descriptive literature and drawing prints will be returned to the Contractor.

3.7.2 "G-A" Submittals

Two (2) copies of "G-A" submittals for approval will be returned to the Contractor except for samples, test cylinders, and O&M manuals for which two (2) copies of the transmittal form only will be returned to the Contractor.

3.8 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.

3.9 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: _____

INSTRUCTIONS
ENG FORM 4288 (RMS)

1. The Contractor shall utilize the ENG Form 4288 (RMS) generated by the Government Residential Management System (RMS)software for tracking construction submittals. The Submittal Register information, [columns (c) thru (f) from the Submittal Forms furnished with this solicitation,] [will be utilized by the Government] to generate the ENG Form 4288 (RMS). [The Government will furnish the Contractor a hard copy of the ENG Form 4288 (RMS) at the preconstruction conference.] The ENG Form 4288 (RMS) includes the following items and parties responsible for completing the information required on the ENG Form 4288 (RMS):

a. Activity Number: will be provided by the Contractor from his Network Analysis, if required, and when a network analysis is accepted.

b. Transmittal Number and Item Number: will be provided by the Contractor from ENG Form 4025 for each item.

c. Specification Paragraph Number: will be provided by the Government from the Submittal Register from column entitled "Specification Paragraph Number".

d. Description of Submittal: will be provided by the Government from the Submittal Register from column entitled "Description of Item Submitted".

e. Type of Submittal: will be provided by the Government from the Submittal Register from column entitled "Type of Submittal" or "Description of Item Submitted".

f. Classification: will be provided by the Government from the Submittal Register from column entitled "Classification".

g. Reviewing Office - Reviewer: will be provided by the Government from the Submittal Register from column entitled "Classification" or "Reviewer".

h. Contractor Schedule Dates: the Contractor will provide schedule dates for

"Submit Needed By" (Date the Contractor expects to submit an item. It is the Contractors responsibility to calculate the lead time needed for the government approval. Note if resubmittal is required it is the Contractors responsibility to make all adjustments necessary to meet the contract completion date.)

"Approval Needed By" (date the Contractor can receive approval and still obtain the material by need date.), and

"Material Needed By" (date that the material is needed at the site. If there is a network analysis it should reflect that date on the analysis.)

i. Contractor Action: Includes the following items: "Code" and "Submit to the Corps". These items will be completed by the Contractor. The action codes will be one of the following:

A - Approved as submitted.
B - Approved, except as noted.

C - Approved, except as noted. Refer to attached sheet resubmission required.
G - Other (specify)

j. Government Action: This item includes a Government Action "Code" and "Date" and is reserved for Government use. The Government reserves the right to review any submittal for contract compliance. Receipt of an Action Code "F - Receipt Acknowledged" or failure of the Contractor to receive an Action Code by the Government, does not mean that the submittal is in compliance with the contract requirements. When used by the Government, the action code will be one of the following:

A - Approved as submitted.
B - Approved except as noted on drawings.
C - Approved, except as noted on drawings. Refer to attached ____ sheet resubmission required.
D - Will be returned by separate correspondence.
E - Disapproved (See Attached).
F - Receipt Acknowledged.
Fx - Receipt acknowledged, does not comply as noted with contract requirements.
G - Other (specify).

2. Reviewer Abbreviation code will be as follows;

G-A or G-A1 - Government Approved
FIO - For Information Only

INSTRUCTIONS
ENG FORM 4025

1. DATE at the top of form will be the date submitted to the Government which is to be completed by the Contractor.

2. TRANSMITTAL NO. Each new transmittal (i.e. G-A1, G-A or FIO) shall be numbered consecutively in the space provided in "Transmittal No.". This number will be the identifying symbol for each submittal. Example: "G-A1 -001", "G-A-002", "FIO-003", etc. For each new submittal or for a resubmittal, the appropriate box must be marked. Resubmittals must be designated by their original sequential number followed by an ".1", ".2", etc. for each sequential resubmittal. Example: "G-A1-001.1" (previous submittal No. G-A1-001).

3. TO: Box will contain the name and address of the office which will review the submittal. The name and address should be given in paragraph 3.5. Contractor is to complete this box after reviewing the classification provided by the government on Eng Form 4288 column f and determining the proper address.

4. FROM: Box will be the name and address of the Contractor. Contractor is to complete this box.

5. CONTRACT NO. box will contain the Contractors construction contract number (e.g., DACXXX-XX-C-XXXX).

6. CHECK ONE box will be completed by the Contractor with one box marked. If a resubmittal is provided last transmittal number will be added.

7. SPECIFICATION SECTION NO. box will be completed by the Contractor. The number will be the five digit number found in the specifications. No more than one section will be covered with each transmittal.

8. PROJECT TITLE AND LOCATION box will be completed by the Contractor.

9. Column a, will be completed by the Contractor and will contain a different number for each item submitted in that transmittal. Once a number is assigned to an item it will remain the same even if there is a resubmittal.

10. Column b, will be completed by the Contractor. The description of each item on this form will include the descriptions provided on the submittal register plus any other data necessary to describe the item. The Contractor shall submit each submittal register item all at once on one transmittal if possible. If a submittal register item can not be submitted all at once Contractor should note that in the remarks box. If a submittal register item requires several items, description shall contain submittal register description plus any additional specific descriptions. Additional items not on the submittal register will be noted in the remarks box.

11. Column c, will be completed by the Contractor. The information will be the appropriate submittal description number as described this Section or shown on the submittal register (e.g. SD-XX).

12. Column d, will be completed by the Contractor. The number of copies will be determined by the Contractor after review of submittal register for the classification of the item and after review of paragraph 3.5 of this

Section.

13. Column e, will be completed by the Contractor. The Contractor shall state all applicable paragraph numbers.

14. Column f, will be completed by the Contractor. The Contractor shall state all applicable drawing sheet numbers.

15. Column g, will be completed by the Contractor. The action codes will be one of the following:

A - Approved as submitted.
B - Approved, except as noted.
C - Approved, except as noted. Refer to attached sheet resubmission required.
G - Other (specify)

16. Column h, will be completely by the Contractor. A check shall be placed in this column when a submittal is not in accordance with the plans and specifications also, a written statement to that effect shall be included in the space provided for "Remarks".

17. Column i, is reserved for Government use and may or may not be provided. When used by the Government, the action code will be one of the following:

A - Approved as submitted.
B - Approved except as noted on drawings.
C - Approved, except as noted on drawings. Refer to attached ____ sheet resubmission required.
D - Will be returned by separate correspondence.
E - Disapproved (See Attached).
F - Receipt Acknowledged.
Fx - Receipt acknowledged, does not comply as noted with contract requirements.
G - Other (specify).

18. REMARKS box self explained.

19. Contractor must sign all Eng Form 4025 certifying conformance.

20. Section II will be completed by the Government. Contractor is not to write in this space.

See reverse side of ENG Form 4025 for additional instructions.

-- End of Section --

SUBMITTAL REGISTER

SPECIFICATION SECTION

TITLE AND LOCATION
WOOD RIVER FLOOD CONTROL PROTECTION GRAND ISLAND, NE

CONTRACTOR

CONTRACT NUMBER

ACTIV-ITY No. a	TRANS-MITTAL No. b	ITEM No. c	SPECIFICATION PARAGRAPH NUMBER d	DESCRIPTION OF ITEM SUBMITTED e thru n	CLASSI-FICATION * o thru q	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION			GOVERNMENT ACTION		REMARKS z
						SUBMIT r	APPROVAL NEEDED BY s	MATERIAL NEEDED BY t	CODE u	DATE v	SUBMIT TO GOVERN-MENT w	CODE x	DATE y	
			01200CW	**SD-01 Data**										
			16.	Proposed Methods of Operation	GA									
			01200CW	**SD-04 Drawings**										
			4., 16.	CARE OF WATER	GA									
			7.1., 16.	Traffic Control	GA									
			01200CW	**SD-18 Records**										
			2., 16.	CONSTRUCTION RIGHT-OF-WAY	FIO									
			7.4., 16.	State and Federal Highways	FIO									
			7.5., 16.	State and Local Public Roads	FIO									
			16., 17.	Progress Charts	GA									
			16., 20.	Warranty of Construction	FIO									
			01400	**SD-01 Data**										
			1.3., 1.4.	Accident Prevention Plan	GA									
			01565	**SD-01 Data**										
			1.2.,	Notice of Intent	FIO									
			3.2.1.											
			1.2.,	Notice of Start-up of	FIO									
			3.2.2.	Construction Activity										
			1.2.,	Storm Water Pollution	FIO									
			3.2.3.	Prevention Plan										
			1.2.,	Notice of Completion of	FIO									

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			01565	**SD-01 Data (Continued)**										
			3.2.5.	Construction Activity										
			01565	**SD-09 Reports**										
			1.2.,	Records	FIO									
			3.2.4.											
			02210	**SD-01 Data**										
			1.4., 3.4.	Disposal Facility	GA2									
			02212	**SD-01 Data**										
			10.	Contractor's Embankment	GA2									
				Construction Plan										
			10.	Basis for Compaction Control	GA2									
				Tests										
			02213	**SD-09 Reports**										
			1.1.3.	GA2	GA1									
			02221	**SD-09 Reports**										
			1.4.	Field Control Testing	GA2									
			02230	**SD-18 Records**										
			1.2.,	Materials Other Than Salable	FIO									
			3.3.2.	Timber										
			02231	**SD-09 Reports**										
			1.4., 1.8.	Sampling and Testing	GA2									

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			02231	**SD-09 Reports (Continued)**										
			1.4.,	Approval of Materials	GA2									
			1.8.5.											
			02231	**SD-18 Records**										
			1.4.	Waybills and Delivery Tickets	GA2									
			02245	**SD-09 Reports**										
			1.4.,	Initial Sampling and Testing	FIO									
			1.6.3.											
			1.4., 3.3.	Field Gradation	FIO									
			02245	**SD-18 Records**										
			1.4., 1.5.	Waybills and Delivery Tickets	FIO									
			02300	**SD-04 Drawings**										
			1.5.	Precast Concrete Pipe joint	GA1									
				details										
			1.5., 3.4.	Sluice Gates	GA									
			1.5., 3.5.	Flap Gates	GA									
			1.5., 3.1.	Steel and Metal Assemblies	GA1									
			1.5.	Precast Concrete Box Culvert	GA1									
			02300	**SD-08 Statements**										
			1.5.	Dewatering	FIO									
			1.5.	Water Filled Pipe Test	GA2									

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			02300	**SD-08 Statements (Continued)**										
				Procedure										
			02300	**SD-09 Reports**										
			1.5.	Expansion Anchors	FIO									
			1.5.,	Precast Concrete Pipe	FIO									
			2.2.8.,											
			3.3.2.											
			1.5., 3.12.	Testing	FIO									
			02300	**SD-13 Certificates**										
			1.5., 2.1.	Materials	FIO									
			1.5.,	Welders	FIO									
			3.1.2.											
			02410	**SD-13 Certificates**										
			2.9.	Reinforcing Bars (Mill	FIO									
				Certificates)										
			2.9.	Portland Cement	FIO									
			2.9.	Air-Entraining Agent	FIO									
			2.9.	Admixtures Other Than	FIO									
				Air-Entraining Agents										
			2.9.	Prestressing Tendons	FIO									

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						SUBMIT r	APPROVAL NEEDED BY s	MATERIAL NEEDED BY t	CODE u	DATE v	SUBMIT TO GOVERNMENT w	CODE x	DATE y	
			02500	**SD-09 Reports**										
			2., 4.	Sampling and Testing	GA2									
			02710	**SD-13 Certificates**										
			1.2., 2.2.	Geotextile	FIO									
			02710	**SD-14 Samples**										
			1.2., 2.2.	Geotextile	FIO									
			02935	**SD-01 Data**										
			1.3.,	Erosion Control Material	FIO									
			2.1.7.											
			1.3.,	Equipment	FIO									
			3.3.2.											
			02935	**SD-07 Schedules**										
			1.3.,	Delivery	FIO									
			1.4.1.											
			02935	**SD-08 Statements**										
			1.3.,	Seed	FIO									
			2.1.1.											
			1.3.	Mulch	FIO									
			1.3., 3.5.	Application of Pesticide	FIO									
			1.3.,	Maintenance Report	FIO									
			3.8.2.5.											

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			02935	**SD-08 Statements (Continued)**										
			1.3., 3.8.	Grass Establishment Period	FIO									
			02935	**SD-13 Certificates**										
			1.3.,	Seed	GA2									
			2.1.1.											
			1.3.,	Fertilizer	FIO									
			2.1.2.1.											
			1.3.,	Pesticide	FIO									
			2.1.6.											
			03100	**SD-01 Data**										
			1.2.	Concrete Formwork	GA									
			03100	**SD-06 Instructions**										
			1.2.,	Form Releasing Agents	GA									
			2.1.7.											
			03200	**SD-04 Drawings**										
			1.2.	Concrete Reinforcement System	GA									
			03200	**SD-13 Certificates**										
			1.2., 2.3.	Reinforcing Steel	GA									
			03250	**SD-01 Data**										
			1.2., 2.2.	Preformed Expansion Joint	GA									
				Filler										

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						SUBMIT r	APPROVAL NEEDED BY s	MATERIAL NEEDED BY t	CODE u	DATE v	SUBMIT TO GOVERN-MENT w	CODE x	DATE y	
			03250	**SD-01 Data (Continued)**										
			1.2., 2.3.	Sealant	GA									
			1.2., 2.4.	Waterstops	GA									
			03250	**SD-06 Instructions**										
			1.2., 2.2.	Preformed Expansion Joint	GA									
				Filler										
			1.2., 2.3.	Sealant	GA									
			1.2., 2.4.	Waterstops	GA									
			03250	**SD-13 Certificates**										
			1.2., 2.2.	Preformed Expansion Joint	GA									
				Filler										
			1.2., 2.3.	Sealant	GA									
			1.2., 2.4.	Waterstops	GA									
			03250	**SD-14 Samples**										
			1.2.	Field-Molded Sealant and	GA									
				Primer										
			1.2.	Non-metallic Waterstops and	GA									
				Splices										
			03300	**SD-08 Statements**										
			1.4., 1.9.	Mixture Proportions	GA									

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			03300	**SD-09 Reports**										
			1.4., 3.17.	Testing and Inspection for	GA									
				Contractor Quality Control										
			03300	**SD-13 Certificates**										
			1.4., 1.5.	Qualifications	GA									
			03300C-	**SD-08 Statements**										
			1.4., 1.9.	Mixture Proportions	GA									
			03300C-	**SD-09 Reports**										
			1.4., 3.17.	Testing and Inspection for	GA									
				Contractor Quality Control										
			03300C-	**SD-13 Certificates**										
			1.4.	Qualifications	GA									
			03300C-	**SD-14 Samples**										
			1.4.	Surface Retarder	GA									
			16375A	**SD-01 Data**										
			1.3.	Manufacturer's Catalog Data	GA									
			16375A	**SD-04 Drawings**										
			1.3.	As-Built Drawings	GA									
			16375A	**SD-13 Certificates**										
			1.3.	Materials and Equipment	FIO									

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TITLE AND LOCATION
WOOD RIVER FLOOD CONTROL PROTECTION GRAND ISLAND, NE

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						SUBMIT r	APPROVAL NEEDED BY s	MATERIAL NEEDED BY t	CODE u	DATE v	SUBMIT TO GOVERNMENT w	CODE x	DATE y	
			16415A	**SD-13 Certificates**										
			1.3.	Materials and Equipment	GA									
			16415C	**SD-13 Certificates**										
			1.3.	Materials and Equipment	GA									
			16415D	**SD-13 Certificates**										
			1.3.	Materials and Equipment	GA									

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SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION
Wood River Flood Control, Grand Island, NE

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH #	CLASSIFICATION	GOVT OR A/E REVWR	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION			APPROVING AUTHORITY					
							SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION	DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION	MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
(a)	(b)	(c)	(d)	(e)	(f)		(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		01200	SD-01 Preconstruction Submittals															
			Proposed Methods of Operation		G	A												
			Progress Charts	1.11	G	A												
			Construction Right-of-Way		FIO													
			State and Federal Highways	1.7.4	FIO													
			State and Local Public Roads	1.7.5	FIO													
			SD-02 Shop Drawings															
			Care of Water	1.4	G	A												
			Traffic Control	1.7.1	G	A												
			SD-11 Closeout Submittals															
			Warranty of Construction		FIO													
		01355	SD-01 Preconstruction Submittals															
			Environmental Protection Plan	1.7	G	A												
		01356	SD-07 Certificates															
			Mill Certificate or Affidavit		FIO													
		01400	SD-01 Preconstruction Submittals															
			Accident Prevention Plan		G	A												
			SD-07 Certificates															
			Qualifications		G	A												
		02457	SD-02 Shop Drawings															
			Steel sheet piles	2.1	FIO													
			SD-07 Certificates															
			Pile pulling method	3.3.2	FIO													
			Material certificates	1.4.1	FIO													
			Pile driving equipment	1.5.1	FIO													
			SD-11 Closeout Submittals															

SUBMITTAL REGISTER

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Wood River Flood Control, Grand Island, NE

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							SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION	DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION	MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
(a)	(b)	(c)	(d)	(e)	(f)		(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		02457	Pile driving record	3.4	FIO													
		02562	SD-03 Product Data															
			Plant, Equipment, and Tools	1.9	FIO													
			Job Mix Formula	2.1.1	G	A												
			Mixture Proportions		G	A												
			SD-06 Test Reports															
			Initial Tests	2.6	G	A												
			Contractor Quality Control	3.2.1	G	A												
			Acceptability of Work	3.2.2	G	A												
			Acceptability of Work	3.4.1	G	A												
			SD-07 Certificates															
			Asphalt Cement Binder	2.1.3	G	A												
			Bituminous Tack and Prime Coat	2.2	G	A												
			SD-08 Manufacturer’s Instructions															
			Manufacturer's Recommendations		G	A												
		02715	SD-06 Test Reports															
			Initial Sampling and Testing	1.6.2	FIO													
			GA		FIO													
			Field Gradation		FIO													
			SD-07 Certificates															
			Waybills and Delivery Tickets	1.5	FIO													
			GA		FIO													

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE *(Read instructions on the reverse side prior to initiating this form)*	DATE	TRANSMITTAL NO.

SECTION I - REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS *(This section will be initiated by the contractor)*

TO:	FROM:	CONTRACT NO.	CHECK ONE: ☐ THIS IS A NEW TRANSMITTAL ☐ THIS IS A RESUBMITTAL OF TRANSMITTAL _____
SPECIFICATION SEC. NO. *(Cover only one section with each transmittal)*	PROJECT TITLE AND LOCATION		CHECK ONE: THIS TRANSMITTAL IS FOR ☐ FIO ☐ GOV'T. APPROVAL

ITEM NO. *a.*	DESCRIPTION OF ITEM SUBMITTED *(Type size, model number/etc.)* *b.*	MFG OR CONTR. CAT., CURVE DRAWING OR BROCHURE NO. *(See instruction no. 8)* *c.*	NO. OF COPIES *d.*	CONTRACT REFERENCE DOCUMENT		FOR CONTRACTOR USE CODE *g.*	VARIATION *(See instruction No. 6)* *h.*	FOR CE USE CODE *i.*
				SPEC. PARA. NO. *e.*	DRAWING SHEET NO. *f.*			

REMARKS

I certify that the above submitted items have been reviewed in detail and are correct and in strict conformance with the contract drawings and specifications except as other wise stated.

_____

NAME AND SIGNATURE OF CONTRACTOR

SECTION II - APPROVAL ACTION

ENCLOSURES RETURNED *(List by Item No.)*	NAME, TITLE AND SIGNATURE OF APPROVING AUTHORITY	DATE

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.

2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.

3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288-R for each entry on this form.

4. Submittals requiring expeditious handling will be submitted on a separate form.

5. Separate transmittal form will be used for submittals under separate sections of the specifications.

6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".

7. Form is self-transmittal, letter of transmittal is not required.

8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.

9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

A	--	Approved as submitted.	E	--	Disapproved (See attached).
B	--	Approved, except as noted on drawings.	F	--	Receipt acknowledged.
C	--	Approved, except as noted on drawings. Refer to attached sheet resubmission required.	FX	--	Receipt acknowledged, does not comply as noted with contract requirements.
D	--	Will be returned by separate correspondence.	G	--	Other (*Specify)*

10. Approval of items does not relieve the contractor from complying with all the requirements of the contact plans and specifications.

(Reverse of ENG Form 4025-R)

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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01355

ENVIRONMENTAL PROTECTION

10/00

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1.2.2 Environmental Protection
1.2.3 Contractor Generated Hazardous Waste
1.2.4 Land Application for Discharge Water
1.2.5 Pesticide
1.2.6 Pests
1.2.7 Surface Discharge
1.2.8 Waters of the United States
1.2.9 Wetlands
1.3 GENERAL REQUIREMENTS
1.4 SUBCONTRACTORS
1.5 PAYMENT
1.6 SUBMITTALS
1.7 ENVIRONMENTAL PROTECTION PLAN
1.7.1 Compliance
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SECTION 01355

ENVIRONMENTAL PROTECTION
10/00

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.

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

33 CFR 328	Definitions
40 CFR 68	Chemical Accident Prevention Provisions
40 CFR 260	Hazardous Waste Management System: General
40 CFR 261	Identification and Listing of Hazardous Waste
40 CFR 262	Standards Applicable to Generators of Hazardous Waste
40 CFR 279	Standards for the Management of Used Oil
40 CFR 302	Designation, Reportable Quantities, and Notification
40 CFR 355	Emergency Planning and Notification
49 CFR 171 - 178	Hazardous Materials Regulations

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	(1996) U.S. Army Corps on Engineers Safety and Health Requirements Manual
WETLAND MANUAL	Corps of Engineers Wetlands Delineation Manual Technical Report Y-87-1

1.2 DEFINITIONS

1.2.1 Environmental Pollution and Damage

Environmental pollution and damage is the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade the environment aesthetically, culturally and/or historically.

1.2.2 Environmental Protection

Environmental protection is the prevention/control of pollution and habitat disruption that may occur to the environment during construction. The control of environmental pollution and damage requires consideration of land, water, and air; biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive material as well as other pollutants.

1.2.3 Contractor Generated Hazardous Waste

Contractor generated hazardous waste means materials that, if abandoned or disposed of, may meet the definition of a hazardous waste. These waste streams would typically consist of material brought on site by the Contractor to execute work, but are not fully consumed during the course of construction. Examples include, but are not limited to, excess paint thinners (i.e. methyl ethyl ketone, toluene etc.), waste thinners, excess paints, excess solvents, waste solvents, and excess pesticides, and contaminated pesticide equipment rinse water.

1.2.4 Land Application for Discharge Water

The term "Land Application" for discharge water implies that the Contractor shall discharge water at a rate which allows the water to percolate into the soil. No sheeting action, soil erosion, discharge into storm sewers, discharge into defined drainage areas, or discharge into the "waters of the United States" shall occur. Land Application shall be in compliance with all applicable Federal, State, and local laws and regulations.

1.2.5 Pesticide

Pesticide is defined as any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest, or intended for use as a plant regulator, defoliant or desiccant.

1.2.6 Pests

The term "pests" means arthropods, birds, rodents, nematodes, fungi, bacteria, viruses, algae, snails, marine borers, snakes, weeds and other organisms (except for human or animal disease-causing organisms) that adversely affect readiness, military operations, or the well-being of personnel and animals; attack or damage real property, supplies, equipment, or vegetation; or are otherwise undesirable.

1.2.7 Surface Discharge

The term "Surface Discharge" implies that the water is discharged with possible sheeting action and subsequent soil erosion may occur. Waters that are surface discharged may terminate in drainage ditches, storm sewers, creeks, and/or "waters of the United States" and would require a permit to discharge water from the governing agency.

1.2.8 Waters of the United States

All waters which are under the jurisdiction of the Clean Water Act, as defined in 33 CFR 328.

1.2.9 Wetlands

Wetlands means those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, and bogs. Official determination of whether or not an area is classified as a wetland must be done in accordance with WETLAND MANUAL.

1.3 GENERAL REQUIREMENTS

The Contractor shall minimize environmental pollution and damage that may occur as the result of construction operations. The environmental resources within the project boundaries and those affected outside the limits of permanent work shall be protected during the entire duration of this contract. The Contractor shall comply with all applicable environmental Federal, State, and local laws and regulations. The Contractor shall be responsible for any delays resulting from failure to comply with environmental laws and regulations.

1.4 SUBCONTRACTORS

The Contractor shall ensure compliance with this section by subcontractors.

1.5 PAYMENT

No separate payment will be made for work covered under this section. The Contractor shall be responsible for payment of fees associated with environmental permits, application, and/or notices obtained by the Contractor. All costs associated with this section shall be included in the contract price. The Contractor shall be responsible for payment of all fines/fees for violation or non-compliance with Federal, State, Regional and local laws and regulations.

1.6 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Environmental Protection Plan; G-A,

The environmental protection plan.

1.7 ENVIRONMENTAL PROTECTION PLAN

Prior to commencing construction activities or delivery of materials to the site, the Contractor shall submit an Environmental Protection Plan for review and approval by the Contracting Officer. The purpose of the Environmental Protection Plan is to present a comprehensive overview of known or potential environmental issues which the Contractor must address during construction. Issues of concern shall be defined within the Environmental Protection Plan as outlined in this section. The Contractor shall address each topic at a level of detail commensurate with the

environmental issue and required construction task(s). Topics or issues which are not identified in this section, but which the Contractor considers necessary, shall be identified and discussed after those items formally identified in this section. Prior to submittal of the Environmental Protection Plan, the Contractor shall meet with the Contracting Officer for the purpose of discussing the implementation of the initial Environmental Protection Plan; possible subsequent additions and revisions to the plan including any reporting requirements; and methods for administration of the Contractor's Environmental Plans. The Contractor shall maintain a current version of the Environmental Protection Plan on site for review by interested parties.

1.7.1 Compliance

No requirement in this Section shall be construed as relieving the Contractor of any applicable Federal, State, and local environmental protection laws and regulations. During Construction, the Contractor shall be responsible for identifying, submitting for approval, and implementing any additional requirements to be included in the Environmental Protection Plan.

1.7.2 Contents

The environmental protection plan shall include, but shall not be limited to, the following:

a. Name(s) of person(s) within the Contractor's organization who is(are) responsible for ensuring adherence to the Environmental Protection Plan.

b. Name(s) and qualifications of person(s) responsible for manifesting hazardous waste to be removed from the site, if applicable.

c. Name(s) and qualifications of person(s) responsible for training the Contractor's environmental protection personnel.

d. Description of the Contractor's environmental protection personnel training program.

e. An erosion and sediment control plan which identifies the type and location of the erosion and sediment controls to be provided. The plan shall include monitoring and reporting requirements to assure that the control measures are in compliance with the erosion and sediment control plan, Federal, State, and local laws and regulations. A Storm Water Pollution Prevention Plan (SWPPP) may be substituted for this plan.

f. Drawings showing locations of proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials including methods to control runoff and to contain materials on the site.

g. Traffic control plans including measures to reduce erosion of temporary roadbeds by construction traffic, especially during wet weather. Plan shall include measures to minimize the amount of mud transported onto paved public roads by vehicles or runoff.

h. Work area plan showing the proposed activity in each portion of the

area and identifying the areas of limited use or nonuse. Plan should include measures for marking the limits of use areas including methods for protection of features to be preserved within authorized work areas.

i. Drawing showing the location of borrow areas.

j. The Spill Control plan shall include the procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by 40 CFR 68, 40 CFR 302, 40 CFR 355, and/or regulated under State or Local laws and regulations. The Spill Control Plan supplements the requirements of EM 385-1-1. This plan shall include as a minimum:

1. The name of the individual who will report any spills or hazardous substance releases and who will follow up with complete documentation. This individual shall immediately notify the Contracting Officer and the local Fire Department in addition to the legally required Federal, State, and local reporting channels (including the National Response Center 1-800-424-8802) if a reportable quantity is released to the environment. The plan shall contain a list of the required reporting channels and telephone numbers.

2. The name and qualifications of the individual who will be responsible for implementing and supervising the containment and cleanup.

3. Training requirements for Contractor's personnel and methods of accomplishing the training.

4. A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified.

5. The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material-placement equipment available in case of an unforeseen spill emergency.

6. The methods and procedures to be used for expeditious contaminant cleanup.

k. A non-hazardous solid waste disposal plan identifying methods and locations for solid waste disposal including clearing debris. The plan shall include schedules for disposal. The Contractor shall identify any subcontractors responsible for the transportation and disposal of solid waste. Licenses or permits shall be submitted for solid waste disposal sites that are not a commercial operating facility. Evidence of the disposal facility's acceptance of the solid waste shall be attached to this plan during the construction.

l. A recycling and solid waste minimization plan with a list of measures to reduce consumption of energy and natural resources. The plan shall detail the Contractor's actions to comply with and to participate in Federal, State, Regional, and local government sponsored recycling programs to reduce the volume of solid waste at the source.

m. An air pollution control plan detailing provisions to assure that dust, debris, materials, trash, etc., do not become air borne and

travel off the project site.

n. A contaminant prevention plan that: identifies potentially hazardous substances to be used on the job site; identifies the intended actions to prevent introduction of such materials into the air, water, or ground; and details provisions for compliance with Federal, State, and local laws and regulations for storage and handling of these materials. In accordance with EM 385-1-1, a copy of the Material Safety Data Sheets (MSDS) and the maximum quantity of each hazardous material to be on site at any given time shall be included in the contaminant prevention plan. As new hazardous materials are brought on site or removed from the site, the plan shall be updated.

o. A waste water management plan that identifies the methods and procedures for management and/or discharge of waste waters which are directly derived from construction activities, such as concrete curing water, clean-up water, dewatering of ground water, disinfection water, hydrostatic test water, and water used in flushing of lines. If a settling/retention pond is required, the plan shall include the design of the pond including drawings, removal plan, and testing requirements for possible pollutants. If land application will be the method of disposal for the waste water, the plan shall include a sketch showing the location for land application along with a description of the pretreatment methods to be implemented. If surface discharge will be the method of disposal, a copy of the permit and associated documents shall be included as an attachment prior to discharging the waste water.

p. A historical, archaeological, cultural, biological, and wetland resources plan that defines procedures for identifying and protecting the resources known to be on the project site and any resources discovered during construction. The plan shall identify lines of communication between Contractor personnel and the Contracting Officer.

q. If applicable, a pesticide treatment plan shall be included and updated, as information becomes available. The plan shall include: sequence of treatment, dates, times, locations, pesticide trade name, EPA registration numbers, authorized uses, chemical composition, formulation, original and applied concentration, application rates of active ingredient (i.e. pounds of active ingredient applied), equipment used for application and calibration of equipment. The Contractor is responsible for Federal, State, Regional and Local pest management record keeping and reporting requirements. A copy of all reports shall be included in the Appendix to the Environmental Protection Plan.

1.7.3 Appendix

Copies of all environmental permits, permit application packages, approvals to construct, notifications, certifications, reports, and termination documents shall be attached, as an appendix, to the Environmental Protection Plan.

1.8 PROTECTION FEATURES

This paragraph supplements the Contract Clause PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS. Prior to start of any on site construction activities, the Contractor and the Contracting Officer shall make a joint condition survey. Immediately following the survey, the Contractor shall prepare a brief report including

a plan describing the features requiring protection under the provisions of the Contract Clauses, which are not specifically identified on the drawings as environmental features requiring protection along with the condition of trees, shrubs and grassed areas immediately adjacent to the site of work and adjacent to the Contractor's assigned storage area and access route(s), as applicable. This survey report shall be signed by both the Contractor and the Contracting Officer upon mutual agreement as to its accuracy and completeness. The Contractor shall protect those environmental features included in the survey report and any indicated on the drawings, regardless of interference which their preservation may cause to the Contractor's work under the contract.

1.9 ENVIRONMENTAL ASSESSMENT OF CONTRACT DEVIATIONS

Any deviations, requested by the Contractor, from the drawings, plans and specifications which may have an environmental impact will be subject to approval by the Contracting Officer and may require an extended review, processing, and approval time. The Contracting Officer reserves the right to disapprove alternate methods, even if they are more cost effective, if the Contracting Officer determines that the proposed alternate method will have an adverse environmental impact.

1.10 NOTIFICATION

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with Federal, State or local environmental laws or regulations, permits, and other elements of the Contractor's Environmental Protection plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of the proposed corrective action and take such action when approved by the Contracting Officer. The Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions shall be granted or equitable adjustments allowed to the Contractor for any such suspensions. This is in addition to any other actions the Contracting Officer may take under the contract, or in accordance with the Federal Acquisition Regulation or Federal Law.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 ENVIRONMENTAL PERMITS AND COMMITMENTS

This paragraph supplements the Contractor's responsibility under the contract clause "PERMITS AND RESPONSIBILITIES" to the extent that the Government has obtained the following attached permit/certifications:

a. Department of the Army Section 404 Authorization/Permit No.1997-50066

b. State of Nebraska Section 401 Water Quality Certification

c. Hall County Regional Planning Department Floodplain Development Permit/Application

The terms and conditions of the above permits and certifications have been incorporated into the design documents. If during construction, a modification to the design of the permitted/approved system is required, the Contractor shall be responsible for submitting the modified documents

to the Contracting Officer for submittal to the governing agency. The Contractor shall not implement the modification until approval has been received from the Contracting Officer. The Contractor shall be responsible for all other environmental permits and/or approvals required by Federal, State, and local laws and regulations. See Section 01565 (NEBRASKA) NPDES PERMIT REQUIREMENTS FOR STORM WATER DISCHARGES FROM CONSTRUCTION SITES.

3.2 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 any land resources to be preserved within the work area. Except in areas indicated on the drawings or specified to be cleared, the Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms without approval. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. The Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs. Stone, soil, or other materials displaced into uncleared areas shall be removed by the Contractor.

3.2.1 Work Area Limits

Prior to commencing construction activities, the Contractor shall mark the areas that need not be disturbed under this contract. Isolated areas within the general work area which are not to be disturbed shall be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, any markers shall be visible in the dark. The Contractor's personnel shall be knowledgeable of the purpose for marking and/or protecting particular objects.

3.2.2 Landscape

Trees, shrubs, vines, grasses, land forms and other landscape features indicated and defined on the drawings to be preserved shall be clearly identified by marking, fencing, or wrapping with boards, or any other approved techniques. The Contractor shall restore landscape features damaged or destroyed during construction operations outside the limits of the approved work area.

3.2.3 Erosion and Sediment Controls

The Contractor shall be responsible for providing erosion and sediment control measures in accordance with Federal, State, and local laws and regulations. The erosion and sediment controls selected and maintained by the Contractor shall be such that water quality standards are not violated as a result of the Contractor's construction activities. The area of bare soil exposed at any one time by construction operations should be kept to a minimum. The Contractor shall construct or install temporary and permanent erosion and sediment control best management practices (BMPs) as specified in Section 01356 STORM WATER POLLUTION PREVENTION MEASURES. BMPs may include, but not be limited to, vegetation cover, stream bank stabilization, slope stabilization, silt fences, construction of terraces, interceptor channels, sediment traps, inlet and outfall protection, diversion channels, and sedimentation basins. Any temporary measures shall be removed after the area has been stabilized.

3.2.4 Contractor Facilities and Work Areas

The Contractor's field offices, staging areas, stockpile storage, and temporary buildings shall be placed in areas designated on the drawings or as directed by the Contracting Officer. Temporary movement or relocation of Contractor facilities shall be made only when approved. Erosion and sediment controls shall be provided for on-site borrow and spoil areas to prevent sediment from entering nearby waters. Temporary excavation and embankments for plant and/or work areas shall be controlled to protect adjacent areas.

3.3 WATER RESOURCES

The Contractor shall monitor construction activities to prevent pollution of surface and ground waters. Toxic or hazardous chemicals shall not be applied to soil or vegetation unless otherwise indicated. All water areas affected by construction activities shall be monitored by the Contractor. For construction activities immediately adjacent to impaired surface waters, the Contractor shall be capable of quantifying sediment or pollutant loading to that surface water when required by State or Federally issued Clean Water Act permits.

3.3.1 Cofferdams, Diversions, and Dewatering Operations

Construction operations for diversion and care of water, dewatering, removal of cofferdams, and diversion channel excavation, and tunnel closure shall be controlled at all times to maintain compliance with existing State of Nebraska water quality standards and designated uses of the surface water body. For additional diversion and care of water requirements, see Specification Section 01200 CONSTRUCTION GENERAL.

3.3.2 Stream Crossings and Stream Crossing Structures

Stream crossings and stream crossing structures shall allow movement of materials or equipment without violating water pollution control standards of the Federal, State, and local governments. Construction of stream crossing structures shall be in compliance with Federal, State, Regional, and local laws and regulations including but not limited to permits and authorizations.

3.3.3 Wetlands

The Contractor shall not enter, disturb, destroy, or allow discharge of contaminants into any wetlands except as authorized herein. Authorization to enter specific wetlands identified on the drawings shall not relieve the Contractor from any obligation to protect other wetlands within, adjacent to, or in the vicinity of the construction site and associated boundaries.

3.4 AIR RESOURCES

Equipment operation, activities, or processes performed by the Contractor shall be in accordance with all Federal and State air emission and performance laws and standards.

3.4.1 Particulates

Dust particles; aerosols and gaseous by-products from construction activities; and processing and preparation of materials, such as from asphaltic batch plants; shall be controlled at all times, including

weekends, holidays and hours when work is not in progress. The Contractor shall maintain excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, spoil areas, borrow areas, and other work areas within or outside the project boundaries free from particulates which would cause the Federal, State, and local air pollution standards to be exceeded or which would cause a hazard or a nuisance. Sprinkling, chemical treatment of an approved type, baghouse, scrubbers, electrostatic precipitators or other methods will be permitted to control particulates in the work area. Sprinkling, to be efficient, must be repeated to keep the disturbed area damp at all times. The Contractor must have sufficient, competent equipment available to accomplish these tasks. Particulate control shall be performed as the work proceeds and whenever a particulate nuisance or hazard occurs. The Contractor shall comply with all State and local visibility regulations.

3.4.2 Odors

Odors from construction activities shall be controlled at all times. The odors shall not cause a health hazard and shall be in compliance with State regulations and/or local ordinances.

3.4.3 Sound Intrusions

The Contractor shall keep construction activities under surveillance and control to minimize environment damage by noise. The Contractor shall comply with the provisions of the State of Nebraska rules.

3.4.4 Burning

Burning will not be allowed on the project site unless specified in other sections of the specifications or authorized in writing by the Contracting Officer. The specific time, location, and manner of burning shall be subject to approval.

3.5 CHEMICAL MATERIALS MANAGEMENT AND WASTE DISPOSAL

Disposal of wastes shall be as directed below, unless otherwise specified in other sections and/or shown on the drawings.

3.5.1 Solid Wastes

Solid wastes (excluding clearing debris) shall be placed in containers which are emptied on a regular schedule. Handling, storage, and disposal shall be conducted to prevent contamination. Segregation measures shall be employed so that no hazardous or toxic waste will become co-mingled with solid waste. The Contractor shall transport solid waste off Government property and dispose of it in compliance with Federal, State, and local requirements for solid waste disposal. A Subtitle D RCRA permitted landfill shall be the minimum acceptable off-site solid waste disposal option. The Contractor shall verify that the selected transporters and disposal facilities have the necessary permits and licenses to operate.

3.5.2 Chemicals and Chemical Wastes

Chemicals shall be dispensed ensuring no spillage to the ground or water. Periodic inspections of dispensing areas to identify leakage and initiate corrective action shall be performed and documented. This documentation will be periodically reviewed by the Government. Chemical waste shall be collected in corrosion resistant, compatible containers. Collection drums

shall be monitored and removed to a staging or storage area when contents are within of the top. Wastes shall be classified, managed, stored, and disposed of in accordance with Federal, State, and local laws and regulations.

3.5.3 Contractor Generated Hazardous Wastes/Excess Hazardous Materials

Hazardous wastes are defined in 40 CFR 261, or are as defined by applicable State and local regulations. Hazardous materials are defined in 49 CFR 171 - 178. The Contractor shall, at a minimum, manage and store hazardous waste in compliance with 40 CFR 262 . The Contractor shall take sufficient measures to prevent spillage of hazardous and toxic materials during dispensing. The Contractor shall segregate hazardous waste from other materials and wastes, shall protect it from the weather by placing it in a safe covered location, and shall take precautionary measures such as berming or other appropriate measures against accidental spillage. The Contractor shall be responsible for storage, describing, packaging, labeling, marking, and placarding of hazardous waste and hazardous material in accordance with 49 CFR 171 - 178, State, and local laws and regulations. The Contractor shall transport Contractor generated hazardous waste off Government property within 60 days in accordance with the Environmental Protection Agency and the Department of Transportation laws and regulations. The Contractor shall dispose of hazardous waste in compliance with Federal, State and local laws and regulations. Spills of hazardous or toxic materials shall be immediately reported to the Contracting Officer. Cleanup and cleanup costs due to spills shall be the Contractor's responsibility. The disposition of Contractor generated hazardous waste and excess hazardous materials are the Contractor's responsibility.

3.5.4 Fuel and Lubricants

Storage, fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spill and evaporation. Fuel, lubricants and oil shall be managed and stored in accordance with all Federal, State, Regional, and local laws and regulations. Used lubricants and used oil to be discarded shall be stored in marked corrosion-resistant containers and recycled or disposed in accordance with 40 CFR 279, State, and local laws and regulations. There shall be no storage of fuel on the project site. Fuel must be brought to the project site each day that work is performed.

3.5.5 Waste Water

Disposal of waste water shall be as specified below.

a. Waste water from construction activities, such as onsite material processing, concrete curing, foundation and concrete clean-up, water used in concrete trucks, forms, etc. shall not be allowed to enter water ways or to be discharged prior to being treated to remove pollutants. The Contractor shall dispose of the construction related waste water off-Government property in accordance with all Federal, State, Regional and Local laws and regulations.

b. For discharge of ground water, the Contractor shall obtain a State or Federal permit specific for pumping and discharging ground water prior to surface discharging.

c. Water generated from the flushing of lines after disinfection or

disinfection in conjunction with hydrostatic testing shall be land applied in accordance with all Federal, State, and local laws and regulations for land application .

3.6 RECYCLING AND WASTE MINIMIZATION

The Contractor shall participate in State and local government sponsored recycling programs. The Contractor is further encouraged to minimize solid waste generation throughout the duration of the project.3.7 [Enter Appropriate Subpart Title Here]

3.8 HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES

If during excavation or other construction activities any previously unidentified or unanticipated historical, archaeological, and cultural resources are discovered or found, all activities that may damage or alter such resources shall be temporarily suspended. Resources covered by this paragraph include but are not limited to: any human skeletal remains or burials; artifacts; shell, midden, bone, charcoal, or other deposits; rock or coral alignments, pavings, wall, or other constructed features; and any indication of agricultural or other human activities. Upon such discovery or find, the Contractor shall immediately notify the Contracting Officer so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in impact to or the destruction of these resources. The Contractor shall secure the area and prevent Contractors personnel or other persons from trespassing on, removing, or otherwise disturbing such resources.

3.9 BIOLOGICAL RESOURCES

The Contractor shall minimize interference with, disturbance to, and damage to fish, wildlife, and plants including their habitat.

3.10.1 Endangered/Threatened Species

The Contractor shall be responsible for the protection of threatened and endangered animal and plant species including their habitat in accordance with Federal, State, Regional, and local laws and regulations.

3.9.1 Interior Least Terns and/or Piping Plovers

No Construction shall occur within a quarter of a mile of the areas identified on the drawings as habitat for the Interior Least Terns and/or Piping Plovers between the dates of April 15 and August 15 of any year.

3.10.1.2 Bald Eagles

The Contractor shall be responsible for identifying and avoiding disturbing bald eagles which are roosting in the project area. Bald Eagles shall not be disturbed. The Government recommends avoiding roosting bald eagles by eliminating activity within 75 meters of the roosting bald eagle. However, this is a general recommendation, and may change dependant upon location, available cover, and concealment. It is the Contractor's responsibility to accurately determine appropriate distances to avoid disturbing the Bald Eagle. The Contractor shall ensure that his employees are able to identify bald eagles and shall avoid disturbing bald eagles.

3.9.2 Migratory Birds and Their Habitat

In accordance with the Migratory Bird Treaty Act, migratory birds and their habitat shall not be disturbed during the nesting period. The Contractor shall identify likely nest sites and clear the vegetation prior to April 1 of the construction year and control re-growth in order to discourage the establishment of nests. If nests are established, they shall not be disturbed prior to fledgling nest abandonment. This includes any activity within a close enough proximity to the nest that the activity results in premature nest abandonment. Generally, nesting should be completed by August 15. It is the Contractor's responsibility to identify and avoid **all** migratory nesting birds including, but not limited to, waterfowl. Waterfowl may nest in, but not limited to, wet meadows, wetlands, sandpits, ditches, and stream side areas.

3.10 INTEGRATED PEST MANAGEMENT

In order to minimize impacts to existing fauna and flora, the Contractor shall coordinate with the Contracting Officer at the earliest possible time prior to pesticide application. The Contractor shall discuss integrated pest management strategies prior to the application of any pesticide associated with these specifications.

3.10.1 Pesticide Delivery and Storage

Pesticides shall be delivered to the site in the original, unopened containers bearing legible labels indicating the EPA registration number and the manufacturer's registered uses. Pesticides shall be stored according to manufacturer's instructions and under lock and key when unattended.

3.10.2 Qualifications

For the application of pesticides, the Contractor shall use the services of a subcontractor whose principal business is pest control. The subcontractor shall be licensed and certified in the state where the work is to be performed.

3.10.3 Pesticide Handling Requirements

The Contractor shall formulate, treat with, and dispose of pesticides and associated containers in accordance with label directions and shall use the clothing and personal protective equipment specified on the labeling for use during all phases of the application. Material Safety Data Sheets (MSDS)shall be available for all pesticide products.

3.10.4 Application

Pesticides shall be applied by a State Certified Pesticide Applicator in accordance with EPA label restrictions and recommendation. The Certified Applicator shall wear clothing and personal protective equipment as specified on the pesticide label. Water used for formulating shall only come from locations designated by the Contracting Officer. The Contractor shall not allow the equipment to overflow. Prior to application of pesticide, all equipment shall be inspected for leaks, clogging, wear, or damage and shall be repaired prior to being used.

3.11 PREVIOUSLY USED EQUIPMENT

The Contractor shall clean all previously used construction equipment prior to bringing it onto the project site. The Contractor shall ensure that the equipment is free from soil residuals, egg deposits from plant pests, noxious weeds, and plant seeds. The Contractor shall consult with the USDA jurisdictional office for additional cleaning requirements.

3.12 MAINTENANCE OF POLLUTION FACILITIES

The Contractor shall maintain permanent and temporary pollution control facilities and devices for the duration of the contract or for that length of time construction activities create the particular pollutant.

3.13 MILITARY MUNITIONS

In the event the Contractor discovers or uncovers military munitions as defined in 40 CFR 260, the Contractor shall immediately stop work in that area and immediately inform the Contracting Officer.

3.14 TRAINING OF CONTRACTOR PERSONNEL

The Contractor's personnel shall be trained in all phases of environmental protection and pollution control. The Contractor shall conduct environmental protection/pollution control meetings for all Contractor personnel prior to commencing construction activities. Additional meetings shall be conducted for new personnel and when site conditions change. The training and meeting agenda shall include: methods of detecting and avoiding pollution; familiarization with statutory and contractual pollution standards; installation and care of devices, vegetative covers, and instruments required for monitoring purposes to ensure adequate and continuous environmental protection/pollution control; anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants; recognition and protection of archaeological sites, artifacts, wetlands, and endangered species and their habitat that are known to be in the area. See the above BIOLOGICAL RESOURCES paragraph.

3.15 POST CONSTRUCTION CLEANUP

The Contractor shall clean up all areas used for construction in accordance with Contract Clause: "Cleaning Up". The Contractor shall, unless otherwise instructed in writing by the Contracting Officer, obliterate all signs of temporary construction facilities such as haul roads, work area, structures, foundations of temporary structures, stockpiles of excess or waste materials, and other vestiges of construction prior to final acceptance of the work. The disturbed area shall be graded, filled and the entire area seeded unless otherwise indicated.

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SECTION 01356

STORM WATER POLLUTION PREVENTION MEASURES

06/01

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SECTION 01356

STORM WATER POLLUTION PREVENTION MEASURES
06/01

PART 1 GENERAL

1.1 GENERAL

The Contractor shall implement the storm water pollution prevention measures specified in this section in a manner which will meet the requirements of Section 01355 ENVIRONMENTAL PROTECTION, and the requirements of the National Pollution Discharge Elimination System (NPDES) permit specified in Section 01565 NPDES PERMIT REQUIREMENTS FOR STORM WATER DISCHARGES FROM CONSTRUCTION SITES.

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not haveing a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Storm Water Pollution Prevention Plan, GA

SD-07 Certificates

Mill Certificate or Affidavit

1.3 EROSION AND SEDIMENT CONTROLS

The controls and measures required by the Contractor are described in the NPDES PERMIT attached to Section 01565. Physical erosion and sediment control structures and methods used at the construction sites shall comply with the design standards outlined in the references listed in paragraph D.4. of the NPDES PERMIT (Section 01565) and the City of Lincoln "Drainage Criteria Manaul", dated February 2000.

1.3.1 Stabilization Practices

The stabilization practices to be implemented may include temporary seeding, mulching, sod stabilization, vegetative buffer strips, erosion control blankets, preservation of mature vegetation, etc. On his daily CQC Report, the Contractor shall record the dates when the major grading activities occur; when construction activities temporarily or permanently cease on a portion of the site; and when stabilization practices are initiated.

1.3.1.1 Permanent Seeding

Disturbed areas of the site where construction activities permanently ceases shall be stabilized with permanent seeding no more than 14 days after the construction activity ceases, except as follows. When the

initiation of permanent seeding is stopped due due to poor growing conditions such as cold weather or arid conditions, permanent seeding shall be initiated as soon as practicable.

1.3.1.2 Temporary Seeding and Mulching

Areas where construction activities will temporarily cease for more than one year shall be temporarily seeded and mulched. Disturbed areas of the site where construction activities temporarily cease for more than 21 days and less than one year shall be stabilized with either temporary seeding and mulching or mulching not more than 14 days after construction activity ceases, except as follows. When the initiation of temporary stabilization measures is stopped due to poor growing conditions such as cold weather or arid conditions, stabilization measures shall be initiated as soon as practicable.

1.3.1.3 Erosion Control Blankets

Erosion control blanket may be installed on steep slopes and in drainage swales and ditches to protect finished grades from erosion.

1.3.2 Temporary Structural Practices

Temporary structural practices shall be implemented to divert flows from exposed soils, temporarily store flows, or otherwise limit runoff and the discharge of pollutants from exposed areas of the site to the degree attainable. Temporary structural practices shall be implemented in a timely manner during the construction process to minimize erosion and sediment runoff. Temporary structural practices shall include but not be limited to the following devices.

1.3.2.1 Silt Fences

The Contractor shall provide silt fences as a temporary structural practice to minimize erosion and sediment runoff. Silt fences shall be properly installed to effectively retain sediment immediately after completing each phase of work where erosion would occur in the form of sheet and rill erosion (e.g. clearing and grubbing, excavation, embankment, and grading). Silt fence barriers shall be installed along the down slope boundary of all disturbed areas prior to begining land-distrubing activities in those areas. Silt fence barriers may be installed across ditches or swales but not where the drainage area is greater than 1 acre. Removal of silt fence barriers shall be approved by the Contracting Officer.

1.3.2.2 Storm Drain Inlet Protection

Storm drain inlet protection shall be installed at each new and existing inlet which receives storm runoff from disturbed areas of 1 acre of less. The protection at each inlet shall be removed once the disturbed area has been finally stabilized.

1.3.2.3 Culvert Inlet Protection

Culvert inlet protection shall be installed at all culverts with a drainage area of 1 acre or less.

1.3.2.4 Rock Check Dams

Rock check dams may be used to reduce erosion of temporary or permanent

ditches or swales. Type 1 rock check dams shall be used when the upstream drainage area is less than 2 acres. Type 2 rock check dams shall be used when the upstream area is 2 to 10 acres.

1.3.2.5 Stone Construction Entrance

A stone construction entrance shall be constructed wherever traffic will be leaving the construction site and move directly onto a paved road. Stone construction entrances shall be removed after the site has been finally stabilized.

1.3.2.6 [Enter Appropriate Subpart Title Here]
1.3.2.7 Diversion Dikes

Diversion dikes may be constructed to divert runoff from upslope drainage areas away from unprotected disturbed areas and slopes to a stabiilized outlet or to divert sediment-laden runoff from a disturbed area to a sediment-trapping facility such as a sediment trap or sediment basin. Diversion dikes shall have a maximum channel slope of 2 percent and shall be adequately compacted to prevent failure. The minimum height measured from the top of the dike to the bottom of the channel shall be 18 inches. The minimum base width shall be 6 feet and the minimum top width shall be 2 feet. The Contractor shall ensure that the diversion dikes are not damaged by construction operations or traffic.

PART 2 PRODUCTS

2.1 COMPONENTS OF EROSION CONTROL STRUCTURES

Components and methods of construction for ersion control structures shall comply with the references listed in paragraph D.4. of the project NPDES PERMIT, and the City of Lincoln "Drainage Criteria Manaul", dated February 2000.

PART 3 EXECUTION

3.1 MAINTENANCE

Maintenance of protective measures shall conform to the requirements specified herein, the project NPDES PERMIT and the City of Lincoln "Drainage Criteria Manaul", dated February 2000.

3.1.1 Silt Fences

Silt fences shall be inspected in accordance with paragraph INSPECTIONS. Any required repairs shall be made promptly. Close attention shall be paid to the repair of damaged silt fence resulting from end runs and undercutting. Should the fabric on a silt fence decompose or become ineffective, and the barrier is still necessary, the fabric shall be replaced promptly. Sediment deposits shall be removed when deposits reach one-third of the height of the barrier. When a silt fence is no longer required, it shall be removed. The immediate area occupied by the fence and any sediment deposits shall be shaped to an acceptable grade. The areas disturbed by this shaping shall be seeded in accordance with Section 02921 SEEDING.

3.1.2 Storm Drain Inlet Protection

Inlet protection structures shall be inspected after each rainfall and

repairs made as needed. Sediment shall be removed and the trap restored to its original dimensions when the sediment has accumulated to one half the design depth.

3.1.3 Rock Check Dams

Check dams should be checked for sediment after each runoff-producing sotrm event. Sediment should be removed when it reaches one half the original height of the measure.

3.1.4 Stone Construction Entrance

Stone construction entrances shall be maintained in a conditon which will prevent tracking or flow of mud onto paved roads. This may require periodic top dressing with additional stone or the washing and reworking of existing stone as conditions demand and repair and/or cleanout of any structures used to trap sediment. The use of water trucks to remove materials dropped, washed, or tracked onto roadways will not be permitted under any circumstances.

3.1.5 Diversion Dikes

Diversion dikes shall be inspected in accordance with paragraph INSPECTIONS. Close attention shall be paid to the repair of damaged diversion dikes and necessary repairs shall be accomplished promptly. When diversion dikes are no longer required, they shall be shaped to an acceptable grade. The areas disturbed by this shaping shall be seeded in accordance with Section 02921 SEEDING.

3.2 INSPECTIONS

3.2.1 General

The Contractor shall inspect disturbed areas of the construction site, areas used for storage of materials that are exposed to precipitation that have not been finally stabilized, stabilization practices, structural practices, other controls, and area where vehicles exit the site at least once every seven (7) calendar days and within 24 hours of the end of any storm that produces 0.5 inches or more rainfall at the site. Where sites have been finally stabilized, such inspection shall be conducted at least once every month. Inspection of protective measures shall also conform to the requirements proceedures specified herein, project NPDES PERMIT (Section 01565) and the City of Lincoln "Drainage Criteria Manaul", dated February 2000.

3.2.2 Inspections Details

Disturbed areas and areas used for material storage that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures shall be observed to ensure that they are operating correctly. Discharge locations or points shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Locations where vehicles exit the site shall be inspected for evidence of offsite sediment tracking.

3.2.3 Inspection Reports

For each inspection conducted, the Contractor shall prepare a report

summarizing the scope of the inspection, name(s) of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of the storm water pollution prevention measures, maintenance performed, and actions taken. The report shall be furnished to the Contracting Officer within 24 hours of the inspection as a part of the Contractor's daily CQC REPORT.

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SECTION 01400

SPECIAL SAFETY REQUIREMENTS
05/00 Rev 05/01

PART 1 GENERAL

1.1 SUMMARY

1.1.1 General

This section provides guidelines for preparation of accident prevention plans, and to implement the accident prevention clause (this specification) and EM 385-1-1, Safety and Health Requirements Manual. The U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 is available from U.S. Government bookstores operated by the Government Printing Office. U.S. Government bookstores are located in most major cities including Milwaukee, Chicago, Kansas City, Denver, and Pueblo, Colorado.

1.2 PRECONSTRUCTION CONFERENCE

A preconstruction conference will be scheduled prior to beginning of site work at which time representatives of the Contracting Officer will review and discuss requirements relative to planning and administration of the overall safety program.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Accident Prevention Plan; G-A

The written site-specific Accident Prevention Plan.

SD-07 Certificates

Qualifications; G-A.

A written report providing evidence of qualifications for personnel, facilities and equipment assigned to the work.

1.4 ACCIDENT PREVENTION PLAN

The Contractor shall submit, prior to the start of on site construction activity, a proposed accident prevention plan which shall be the accident prevention policy to be followed by all of the Contractor's and subcontractor's personnel and supervisory staff during performance of the work.

1.4.1 Requirements

The proposed plan shall be developed after a careful analysis of the work involved and shall be tailored specifically to the conditions of this project. The Contractor's accident prevention plan shall contain, as a minimum, the following general information or procedures for the activity indicated. The Contractor shall submit his plan for review and acceptance prior to commencing work.

1.4.1.1 Responsible Individual(s)

The Contractor shall designate an onsite employee as the individual responsible for insuring the accident prevention plan is implemented and enforced.

1.4.1.2 Subcontractor Supervision

Explain procedures to assure that subcontractor(s) fully comply with the accident prevention plan.

1.4.1.3 Indoctrination of New Employees

The plan shall include provisions for advising workers of the purpose of the accident prevention plan, specific hazards on the job and precautions to be taken, emergency procedures, information concerning tool box safety meetings, required protective equipment, cleanup rules and location of company safety rules (posting or handout).

1.4.1.4 Tool Box Safety Meetings

Hold weekly "Tool Box" safety meetings. Timely safety subjects shall be determined by a responsible individual. Employees will be informed of time, location, who will conduct, and subject. Identify procedures for including subcontractors. The Contractor shall provide a copy of the Weekly Tool Box Meeting and Monthly Supervisor's Safety Meeting to the Contracting Officer.

1.4.1.5 Fire Prevention and Protection

Identify source of fire protection. Insure adequate fire extinguishers, water barrels, or other fire-fighting equipment is located on site. Explain prevention activities to include storage areas and special hazards such as welding and use of flammable liquids, and other special hazards.

1.4.1.6 Housekeeping

Daily cleanup of all debris and waste materials is required. Adequate disposal containers should be placed strategically around the site. Debris shall be removed on a regular basis. Explain procedures that include use of barrels, dumpsters, trash chutes, etc.

1.4.1.7 Mechanical Equipment Inspection

All mechanical equipment (trucks, cranes, forklifts, backhoes, graders, etc.) shall be inspected prior to use and at fixed intervals throughout the life of the contract. Explain how inspections will be accomplished (frequency, by whom, and records to be kept).

1.4.1.8 First Aid and Medical Facilities

First aid facilities shall be made available on the job site. Arrangements for emergency medical attention shall be made prior to start of work. All emergency numbers (doctor, hospital, ambulance, fire department) shall be posted at the project superintendent's office.

1.4.1.9 Sanitation

Include provisions for toilet facilities, drinking water and washing facilities. A sufficient number of toilet facilities as specified in EM 385-1-1 shall be provided unless permission is granted to use existing facilities (portable chemical are authorized). Insure safe drinking water and individual cups are available. For the projects where corrosive or toxic materials are used, separate washing facilities are required.

1.4.1.10 Safety Promotions

The Contractor shall promote accident prevention. Identify method (posters, awards etc.).

1.4.1.11 Accident Reporting

All accidents (employee injuries, vehicle, building, or equipment damage etc.) regardless of their severity, shall be reported to the onsite government representative or to the area engineer, who in turn will advise the Contractor of forms to be submitted and timeframes.

1.4.1.12 Job Hazard Analysis

When job situations change and it is necessary to alter safety requirements, a Job Hazard Analysis will be accomplished, documented, and added as an addendum to the Accident Prevention Plan. Each Job Hazard Analysis shall include, but not be limited to, a description of the work, probable hazards related to that work and positive precautionary measures to be taken to reduce or eliminate each hazard. An example of changing situations may be new subcontractors performing work such as earth moving, trenching, concrete work, roofing, electrical, masonry etc. The onsite government representative will determine the format and amount of detail required of the written plan.

1.5 EXCAVATION AND TRENCHING

The standards for excavation and trenching are outlined in 29 CFR Part 1926, Subpart P. These standards shall be followed in addition to those outlined in EM 385-1-1.

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SECTION 01451

CONTRACTOR QUALITY CONTROL
4/97
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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 D 3740	(1999b) 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	(1998a) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

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 site project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with the quality requirements specified in the contract. The site project superintendent in this context shall be the highest level manager responsible for the overall construction activities at the site, including quality and production. The site project superintendent shall maintain a physical presence at the site at all times, except as otherwise acceptable to the Contracting Officer, and shall be responsible for all construction and construction related activities at the site.

3.2 QUALITY CONTROL PLAN

3.2.1 General

The Contractor shall furnish for review by the Government, not later than 10 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, test, records, and forms to be used. The Government will consider an interim plan for the first 30 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.2 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 is 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 10 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 General

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure safety and contract compliance. The Safety and Health Manager shall receive direction and authority from the CQC System Manager and shall serve as a member of the CQC staff. Personnel identified in the technical provisions as requiring specialized skills to assure the required work is being performed properly will also be included as part of the CQC organization. The Contractor's CQC staff shall maintain a presence at the site at all times during progress of the work and have complete authority and responsibility

to take any action necessary to ensure contract compliance. The CQC staff shall be subject to acceptance by the Contracting Officer. The Contractor shall provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Complete records of all letters, material submittals, show drawing submittals, schedules and all other project documentation shall be promptly furnished to the CQC organization by the Contractor. The CQC organization shall be responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. 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 shall be employed by the prime Contractor. The CQC System Manager shall be assigned no other duties An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.

3.4.3 CQC Personnel

A staff shall be maintained under the direction of the CQC system manager to perform all QC activities. The staff must be of sufficient size to ensure adequate QC coverage of all work phases, work shifts, and work crews involved in the construction. These personnel may perform other duties, but must be fully qualified by experience and technical training to perform their assigned QC responsibilities and must be allowed sufficient time to carry out these responsibilities. The QC plan will clearly state the duties and responsibilities of each staff member.

3.4.4 Additional Requirement

In addition to the above experience and education requirements the CQC System Manager shall have completed the course entitled "Construction Quality Management For Contractors" within the past five years and be in possession of the resulting certificate of instruction. If the individual designated as CQC System Manager does not currently meet this training requirement, the training must be accomplished within 60 days of the appointment to CQC System Manager. This course is periodically offered at each of the four area offices in the Omaha District according to the following revolving training schedule:

Badger Area	First Session	Between 15 & 25 April
	Second Session	Between 15 & 25 October
Point of Contact	Roy Brewer	(608) 388-4780
Black Hills Area	First Session	Between 1 & 10 March
	Second Session	Between 1 & 10 September
Point of Contact	Dwight Pochant	(605) 923-2983
Fort Crook Area	First Session	Between 15 & 25 January
	Second Session	Between 15 & 25 July
Point of Contact	Al Kreisler	(402) 293-2540

Rocky Mountain	First Session	Between 1 & 10 June
	Second Session	Between 1 & 10 December
Point of Contact	Paul Jendzejec	(719) 556-4184

The exact date and location for the sessions will be determined approximately 30 days in advance of the training. The cost of training is presently established at $25 to be paid by each student in advance of the training. For information about a particular session, the best source is the point of contact listed above..

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

Submittals shall be made as specified in Section 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals 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.

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.

l. Prior to the preparatory meeting for each definable feature of work, the Contractor shall provide all technical references (i.e. building codes, life safety codes, etc.) referenced in the project specifications for feature(s) of work being addressed at the preparatory meeting. These technical references shall be onsite and available for use by Contractor and Government personnel before the preparatory meeting is held and maintained until the feature(s) of work is/are accepted by the Government.

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 a Corps of Engineers approved testing laboratory or establish an approved testing laboratory at the project site. 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 Government reserves the right to check laboratory equipment in the

proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329.

3.7.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed the actual cost for the recheck to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

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 shall be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the Corps of Engineers Division Laboratory, f.o.b., at the following address:

For delivery by mail: Commander and Director
U.S. Army Engineer Waterways Experiment Station
Attn: CEWES-GS
3909 Hallsferry Road
Vicksburg, Mississippi 39180-6199

For other deliveries: Commander and Director
U.S. Army Engineer Waterways Experiment Station
Attn: CEWES-GS
3909 Hallsferry Road
Vicksburg, Mississippi 39180-6199

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 completion of all work or any increment thereof established by a completion time stated in the Special Clause entitled "Commencement, Prosecution, and Completion of Work," or stated elsewhere in the specifications, the CQC System Manager shall conduct an inspection of the work and develop a punch list of items which do not conform to the approved drawings and specifications. Such a list of deficiencies shall be included in the CQC documentation, as required by paragraph DOCUMENTATION below, and 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 this 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 thereof 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 this 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 should 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 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 Contracting Officer's Representative on the first day following the date(s) 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 SAMPLE FORMS

Sample forms enclosed at the end of this section.

3.11 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

_____
(FIRM NAME)

DAILY QUALITY CONTROL REPORT

Daily Report No.: _____ DATE: _____
Contract No. _____
Project Title & Location:
_____
Weather: ____ Precipitation: _____ in. _____ Temp:____ Min. ____ Max. ____

1. Contract/Subcontractors and Area of Responsibility:

NUMBER:	TRADE	HOURS	EMPLOYER	LOCATION/DESCRIPTION WORK

2. Operating Plant or Equipment. (Not hand tools)

Plant/Equipment	Date of Arrival/Departure	Date of Safety Check	Hours Used	Hours Idle	Hours Repair

3. Work Performed Today: (Indicate location and description of work performed by prime and/or subcontractors. When network analysis is used, identify work by NAS activity number).

4. Control Activities Performed:
   Preparatory Inspections: (Identify feature of work and attach minutes).
   Initial Inspections: (Identify feature of work and attach minutes).
   Follow-Up Inspections: (List inspections performed, results of inspection compared to specification requirements, and corrective actions taken when deficiencies are noted).

5. Tests Performed and Test Results: (Identify test requirement by paragraph number in specifications and/or sheet number in plans).

6. Material Received: (Note inspection results and storage provided).

7. Submittals Reviewed:

(a) Submittal No.	(b) Spec/Plan Reference	(c) By Whom	(d) Action

8. Offsite Surveillance Activities, Including Action Taken:

_____
_____
_____
_____
_____
_____
_____
_____

9. Job Safety: (List items checked, results, instructions and corrective actions taken).

_____
_____
_____
_____
_____
_____
_____
_____
_____

10. Remarks: (Instructions received or given. Conflict(s) in Plans and/or specifications. Delays encountered.).

_____
_____
_____
_____
_____
_____
_____

Contractor's Verification: On behalf of the Contractor, I certify this report is complete and correct, and all materials and equipment used and work performed during this reporting period are in compliance with the contract plans and specifications, to the best of my knowledge, except as may be noted above.

_____

CQC System Manager Date

-- End of Section --

SECTION 01500

MEASUREMENT AND PAYMENT

1. Clearing and Grubbing.
2. COMPACTED EMBANKMENT
3. NON-COMPACTED EMBANKMENT
4. EMBANKMENT DRAIN
5. LEVEE SURFACING
6. TOPSOIL
7. RIPRAP -TYPES A AND B
8. BEDDING -FOR TYPES A AND B RIPRAP
9. GRANULAR BLANKET MATERIAL
10. SUBDRAIN FILTER MATERIAL
11. SEEDING AND MULCHING
12. DIVERSION STRUCTURE
13. QUARRY ACCESS ROAD BOX CULVERT
14. CULVERT STRUCTURES
15. EXCAVATION
16. WETLAND CONSTRUCTION
17. SHEET PILE CUT-OFF
18. UNDERWATER FILL
19. ALL REMAINING WORK

SECTION 01500

MEASUREMENT AND PAYMENT

1 Clearing and Grubbing.

1.1 Work Included. The work includes all material, equipment and labor necessary to satisfactorily remove and dispose of all trees, clearing and disposing of vegetation and miscellaneous debris, removal of pavements and the disposal of cleared or grubbed material, including hauling to the disposal area as specified.

1.2 Measurement. Lump Sum.

1.3 Payment. Payment for this item shall be the lump sum of the amount indicated for item No. 1 on the bidding schedule, made on a progressive basis, based on the percentage of work completed.

2 COMPACTED EMBANKMENT

2.1 Work Included. The work of this item shall include but not be limited to labor, materials, water for compaction, construction of compacted embankments, ramps, and all other necessary operations to shape and build the earth structures specified herein and shown on the drawings.

2.2 Measurement. Per Cubic Yard. Compacted embankment will be measured for payment using the average end area method from surveys taken after the stripping operations are completed, prior to placement of earth, measured to the finished lines and grades as shown (excluding topsoil) on the drawings.

2.3 Payment. Payment for compacted embankment shall be based on the unit price per C.Y. indicated for item No. 2 on the bidding schedule, times the number of C.Y. as determined under paragraph 3.2.

3 Excavation.

3.1 Work Includes. The work for this item includes costs for material, equipment and labor necessary to complete all excavation for the drainage channels, diversion channels and all other required excavation as shown on the drawings. This item also includes all loading and hauling of excavated materials to embankment construction areas, stockpile areas or disposal areas; dewatering of subsurface soils to construct channels or other features shown to the lines and grades shown on the drawings and to maintain the integrity of the excavation.

3.2 Measurement: Cubic Yard.

3.3 Payment. The total quantity of excavated material for which payment will be made will be the theoretical quantity between the ground surface as determined by a survey and the grade and slope of the theoretical cross sections indicated. No allowance will be made for overdepth excavation or for the removal of any material outside the required slope lines unless authorized.

4 NON-COMPACTED EMBANKMENT

4.1 Work Included. The work of this item shall include but not be limited to materials, equipment and labor used for the disposal of surplus or unsuitable excavated materials including organic materials.

4.2 Measurement. Per Cubic Yard. Non-compacted embankment will be measured for payment using the average end area method from surveys taken after the stripping operations are completed, prior to placement of earth, measured to the finished lines and grades (excluding topsoil).

4.3 **Payment.** Payment for non-compacted embankment shall be based on the unit price per C.Y. indicated for item No. 4 on the bidding schedule, times the number of C.Y. as determined under paragraph 4.2.

5 EMBANKMENT DRAIN

5.1 **Work Included.** The work of this item is exclusive of compacted embankment and shall include but not be limited to hauling, placing and compacting pervious fill material for the embankment drain construction.

5.2 **Measurement.** Per Cubic Yard. Pervious fill will be measured for payment using the average end area method from surveys taken after the stripping operations are completed, prior to placement of pervious fill, measured to the finished lines and grades as shown (excluding topsoil) on the drawings.

5.3 **Payment.** Payment for pervious fill shall be based on the unit price per C.Y. indicated for item No. 5 on the bidding schedule, times the number of C.Y. as determined under paragraph 5.2.

6 LEVEE SURFACING

6.1 **Work Included.** The work of this item shall include but not be limited to furnishing all plant, labor, materials and equipment, and performing all operations necessary to furnish and place the crushed rock surfacing material on the levee top, turnouts, ramps, and road approaches as specified herein and as shown on the drawings, or otherwise directed.

6.2 **Measurement.** Per Ton. Surfacing material will be measured for payment by the number of tons of surfacing satisfactorily placed as specified in paragraph 6 of Section: 02500 LEVEE SURFACING. The surfacing material shall be weighed: (1) on public or private scales which have been certified by the State. The Contractor shall furnish the Government Inspector a copy of each printed weigh bill when selfprinting scales are used, or a copy signed by a public or bonded weighmaster as each load is delivered; or (2) surfacing material may be weighed on the Contractor-furnished scales under the supervision of the Government Inspector. Each printed weigh bill shall contain the following: date, unit number, time of gross, tare and net weight, name of project, contractor, contract number and signature of bonded weighmaster. All surfacing material shall be weighed to the nearest 20 pounds and the net weight reduced to the nearest hundredth of a ton.

6.3 **Payment.** Payment for levee surfacing shall be based on the unit price per ton indicated for item No. 6 on the bidding schedule, times the number of tons as determined under paragraph 6.2.

7 TOPSOIL

7.1 **Work Included.** The work of this item shall include but not be limited to plant, labor, materials, supplies, and equipment necessary to place topsoil in the ares, shown on the drawings and specified herein. This item also includes all stripping, stockpiling, hauling, placing, compaction and maintenance of topsoil areas, associated with topsoil operations. This item also includes all stripping of excavation or levee placement areas where topsoild will be obtained. This item does not include the wetland area which is covered under paragraph 14.

7.2 **Measurement.** Per Cubic Yard. Measurement of topsoil acceptably placed in areas indicated and as directed will be computed on the basis of the specified depth of topsoil.

7.3 **Payment.** Payment for topsoil shall be based on the unit price per C.Y. indicated for item No. 7 on the bidding schedule, times the number of C.Y. as determined under paragraph 7.2.

8 RIPRAP -TYPES A AND B

8.1 Work Included. The work of this item shall include but not be limited to labor, equipment, materials, gradation testing, and performing all operations in connection with furnishing, transporting, and placing riprap as required by drawings and specifications.

8.2 Measurement. Per Ton. Riprap material will be measured for payment by the number of tons satisfactorily placed as specified. The riprap material shall be weighed: (1) on public or private scales which have been certified by the State. The Contractor shall furnish the Government Inspector a copy of each printed weigh bill when selfprinting scales are used, or a copy signed by a public or bonded weighmaster as each load is delivered; or (2) riprap material may be weighed on the Contractor-furnished scales under the supervision of the Government Inspector. Each printed weigh bill shall contain the following: date, unit number, time of gross, tare and net weight, name of project, contractor, contract number and signature of bonded weighmaster. All riprap material shall be weighed to the nearest 20 pounds and the net weight reduced to the nearest hundredth of a ton.

8.3 Payment. Payment for riprap shall be based on the unit price per ton indicated for item Nos. 8a and 8b on the bidding schedule, times the number of tons as determined under paragraph 8.2.

9 BEDDING -FOR TYPES A AND B RIPRAP

9.1 Work Included. The work of this item shall include but not be limited to labor and equipment necessary for furnishing, gradation testing, transporting, and placing bedding material as required by drawings and specifications.

9.2 Measurement. Per Ton. Bedding material will be measured for payment by the number of tons satisfactorily placed as specified. The bedding material shall be weighed: (1) on public or private scales which have been certified by the State. The Contractor shall furnish the Government Inspector a copy of each printed weigh bill when selfprinting scales are used, or a copy signed by a public or bonded weighmaster as each load is delivered; or (2) bedding material may be weighed on the Contractor-furnished scales under the supervision of the Government Inspector. Each printed weigh bill shall contain the following: date, unit number, time of gross, tare and net weight, name of project, contractor, contract number and signature of bonded weighmaster. All bedding material shall be weighed to the nearest 20 pounds and the net weight reduced to the nearest hundredth of a ton.

9.3 Payment. Payment for bedding shall be based on the unit price per ton indicated for item Nos. 9a and 9b on the bidding schedule, times the number of tons as determined under paragraph 9.2.

10 GRANULAR BLANKET MATERIAL

10.1 Work Included. The work for this item shall include but not be limited to labor, equipment, materials, gradation testing, and performing all operations necessary for furnishing, hauling, handling, placing and compacting the granular blanket material in areas as shown the drawings and specified herein.

10.2 Measurement. Per Ton. Granular blanket material will be measured for payment by the number of tons satisfactorily placed as specified. The drainage gravel material shall be weighed: (1) on public or private scales which have been certified by the State. The Contractor shall furnish the Government Inspector a copy of each printed weigh bill when selfprinting scales are used, or a copy signed by a public or bonded weighmaster as each load is delivered; or (2) bedding material may be weighed on Contractor-furnished scales under the supervision of the Government Inspector. Each printed weigh bill shall contain the following: date, unit number, time of gross, tare and net weight, name of project, name of contractor, contract number and signature of bonded weighmaster. All granular

blanket material shall be weighed to the nearest 20 pounds and the net weight reduced to the nearest hundredth of a ton.

10.3 Payment. Payment for granular blanket material shall be based on the unit price per ton indicated for item No. 10 on the bidding schedule, times the number of tons as determined under paragraph 10.2.

11 Underwater Fill

11.1 Work Includes. The work for this item includes cost for material, labor and equipment necessary for placement of underwater fill. This item included all materials testing, hauling, handling and placement of underwater fill as shown on the drawings and specified herein. No payment will be made for placement of underwater fill outside the limits shown on the drawings or not placed in accordance with the contract specifications.

11.2 Measurement. Tons.

11.3 Payment. Underwaterfill will be measured for payment based upon the number of satisfactorily tons placed as specified.

12 SUBDRAIN FILTER MATERIAL

12.1 Work Included. The work for this item shall include but not be limited to labor, equipment, materials, gradation testing, and performing all operations necessary for furnishing, hauling, handling, placing and compacting the subdrain filter material in the areas as shown on the drawings and specified herein.

12.2 Measurement. Per Ton. Subdrain filter material will be measured for payment by the number of tons satisfactorily placed as specified. The filter material shall be weighed: (1) on public or private scales which have been certified by the State. The Contractor shall furnish the Government Inspector a copy of each printed weigh bill when selfprinting scales are used, or a copy signed by a public or bonded weighmaster as each load is delivered; or (2) filter material may be weighed on Contractor-furnished scales under the supervision of the Government Inspector. Each printed weigh bill shall contain the following: date, unit number, time of gross, tare and net weight, name of project, name of contractor, contract number and signature of bonded weighmaster. All subdrain filter material shall be weighed to the nearest 20 pounds and the net weight reduced to the nearest hundredth of a ton.

12.3 Payment. Payment for subdrain filter material shall be based on the unit price per ton indicated for item No. 12 on the bidding schedule, times the number of tons as determined under paragraph 12.2.

13 SEEDING AND MULCHING

13.1 Work Included. The work of this item shall include but not be limited to furnishing labor, equipment, seed, mulch, and all other incidental work needed to complete the requirements according to the drawings and specifications.

13.2 Measurement. Per Acre. All areas to be seeded and mulched shall be measured by the acre (measured to the nearest one-tenth acre).

13.3 Payment. Payment for seeding and mulching shall be based on the unit price per acre (Ac.) indicated for item No. 13 on the bidding schedule, times the number of acres as determined under paragraph 13.2.

14 Wetland Construction

14.1 **Work Includes.** The work for this item includes cost for material, equipment and labor associated with construction of a wetland area as shown on the drawings and specified herein. This item indludes all excavation, grading, transporting and placing of existing off site wetland borrow material as described in Section 02213, seeding of wetland areas or outside disturbed areas and disposal of excavated material.

14.2 **Unit of Measure.** Lump Sum

14.3 **Payment**. Payment for this item shall be the lump sum amount, made on a progressive basis, based on the percentage of work completed.

15 DIVERSION STRUCTURE

15.1 **Work Included.** The work for this item includes all materials, equipment and labor used for formwork and reinforcement placement; joint sealing; placement of concrete and embedded items; incidental excavation, subgrade preparation, and backfill of earth materials; furnishing and placement of subdrainage system (except for granular blanket material and subdrain filter material which is measured and paid for under items Nos. 10 and 12, respectively, on the bidding schedule), and finishing and curing of concrete.

15.2 **Measurement.** Lump Sum.

15.3 **Payment.** Payment for this item shall be the lump sum amount indicated for item No. 15 on the bidding schedule, made on a progressive basis, based on the percentage of work completed.

16 QUARRY ACCESS ROAD BOX CULVERT

16.1 **Work Included.** The work for this item includes all materials, equipment and labor used for formwork and reinforcement placement; joint sealing; placement of concrete and embedded items; incidental excavation, subgrade preparation, and backfill of earth materials; and finishing and curing of concrete.

16.2 **Measurement.** Lump Sum.

16.3 **Payment.** Payment for this item shall be the lump sum amount indicated for item No. 16 on the bidding schedule, made on a progressive basis, based on the percentage of work completed.

17 Sheet Pile Cut-Off

17.1 **Work Includes.** The work for this item includes cost for material, equipment and labor associated with installation of sheet pile cut-off to the limits and depth shown on the drawings and specified herein. No payment will be made for sheet pile installed outside the limits and depths shown on the drawings.

17.2 **Unit of Measure**. Square Foot of Sheet Pile installed

17.3 **Payment.** Payment shall be based on the unit price per square foot, times the number of square feet installed.

18 CULVERT STRUCTURES

18.1 **Work Included.** The work of this item shall include but not be limited to furnishing material, labor, equipment, fabrication and installation of pipes and outlet structures, flap gates, timber piling, fabricated metals and appurtenant

parts; control of water; removals; incidental excavation, subgrade preparation, and backfill of earth materials; conduit drainage fill, hydrostatic testing, joint testing, and incidental operation necessary to construct the complete culvert structure units according to the drawings and specifications.

18.1.1 **Concrete and Reinforcing Steel:** Concrete, reinforcing steel, cement and outlet structures will be included in the applicable contract lump sum price for culvert structure units.

18.1.2 **Painting:** Painting will be included in the structure bid item to which it pertains.

18.2 **Measurement.** Lump Sum.

18.3 **Payment.** Payment for culvert structure units shall be the lump sum amount indicated for item Nos. 17 thru 22 on the bidding schedule, made on a progressive basis, based on the percentage of work completed.

19 **ALL REMAINING WORK**

19.1 **Work Included.** The work for this item shall include but not be limited to labor, equipment, and materials needed for any work <u>not</u> included in bid item Nos. 1 thru 18 on the bidding schedule. This includes but is not limited to gates and barbed wire fence removal and replacement and disposal of debris.

19.2 **Measurement.** Lump Sum.

19.3 **Payment.** Payment for this item shall be the lump sum amount indicated for item No. 1 on the bidding schedule, made on a progressive basis, based on the percentage of work completed.

20

SECTION 02210

GRADING

PART 1 GENERAL
1.1 NOT USED
1.2 NOT USED
1.3 NOT USED
1.4 SUBMITTALS

PART 2 PRODUCTS
2.1 MATERIALS

PART 3 EXECUTION
3.1 CLEARING AND GRUBBING
3.2 STRIPPING TOPSOIL
3.3 EXCAVATION DEWATERING
3.4 EXCAVATION AND DISPOSAL OF UNSUITABLE AND EXCESS EXCAVATED MATERIAL
3.5 EXCAVATION OF CHANNELS
3.6 UTILIZATION OF EXCAVATED MATERIALS
3.7 BACKFILL ADJACENT TO CULVERTS, STORM DRAINS, AND SUBDRAINS
3.8 PREPARATION OF GROUND SURFACE FOR FILL AREAS
3.9 COMPACTED RANDOM BACKFILL
3.10 COMPACTION
3.11 SPREADING TOPSOIL
3.12 NOT USED
3.13 FINISHED EXCAVATION AND FILL AREAS
3.14 PROTECTION
3.15 SLIDES
3.16 ADJUSTMENT OF EXISTING STRUCTURES

SECTION 02210

GRADING

PART 1 GENERAL

The work covered by this section includes all excavation, grading, and associated operations that may be required for construction of the channels, areas between the channels and levees, and drainage ditches. Excavation, filling, and backfilling for the diversion and sand-pit drainage structures and drainage structures for levees shall be in accordance with Sections 02221 and 02300, respectively. Construction of levees and other fill areas shall be in accordance with Section 02212 COMPACTED EMBANKMENT.

1.1 NOT USED
1.2 NOT USED

1.3 NOT USED

1.4 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-01 Data

Disposal Facility\; *GA2*\.

Location of disposal facility and appropriate documentation.

PART 2 PRODUCTS

2.1 MATERIALS

2.1.1 Suitable Materials

Suitable materials are materials that classify according to \-ASTM D 2487-\ as GW, GP, GC, GM, SW, SP, SC, SM, CL, CH, and ML. Lime and flyash shall also be considered as suitable materials when used as stabilizing agents.

2.1.2 Unsuitable Materials

Unsuitable materials include all materials that are not defined above as suitable materials. In addition, unsuitable materials are materials that classify according to \-ASTM D 2487-\ as MH, OH, Pt, and OL. Unsuitable materials also include all material that contains debris, refuse, roots, organic matter, frozen material, fine grained sedimentary rocks (i.e., shale, claystone, siltstone, mudstone, and marl) even though they may be intensely weathered, contamination from hazardous, toxic, biological or radiological substances, stone having a maximum dimension larger than 3 inches in any dimension, or other materials that are determined by the Contracting Officer as

unsatisfactory for providing a stable subgrade. Otherwise suitable material which has excess moisture content shall not be classified as unsuitable material unless it cannot be dried by manipulation, aeration, or blending with other materials as determined by the Contracting Officer.

2.1.3 Non-Cohesive and Cohesive Materials

Non-cohesive and cohesive materials are defined in paragraphs 3.3 and 3.1 of Section 02212 COMPACTED EMBANKMENT, respectively.

2.1.4 Acceptable Topsoil

Acceptable topsoil shall be placed as specified in Section 02215 TOPSOIL. See Section \=02935=\ TURF for additional topsoil requirements.

PART 3 EXECUTION

3.1 CLEARING AND GRUBBING

The areas shown on the drawings for tree removal shall be cleared and grubbed as specified in Section 02230 CLEARING AND GRUBBING. This area shall include all areas within and 5 feet outside of the grading limits shown on the drawings.

3.2 STRIPPING TOPSOIL

Topsoil shall be stripped and deposited in storage piles for later use as specified in Section 02215 TOPSOIL.

3.3 EXCAVATION DEWATERING

The Contractor shall construct and maintain all necessary diversion channels, flumes, and/or temporary diversion and protective works necessary to protect excavation areas, shall furnish all material required therefore, and shall furnish install, maintain, and operate all sumps, wells points, wells, pumping equipment, and other equipment for dewatering and for maintaining the required excavation areas. All excavation dewatering operations shall not impose adverse impacts (e.g., induce settlements or displacements) on adjacent surrounding areasincluding structures within those areas.

3.4 EXCAVATION AND DISPOSAL OF UNSUITABLE AND EXCESS EXCAVATED MATERIAL

Excavation of every description, regardless of material encountered, within the grading limits of the project shall be performed to the lines and grades indicated including removal of existing bituminous surface course, concrete pavement and integral curb, pavement subcourses to the full depth, concrete walk, culverts, storm drains, subdrains, and storm drain and subdrain structures. Suitable excavated material shall be transported to and placed in fill areas within the limits of the work. Fill materials shall be placed in accordance with Sections 02212 COMPACTED EMBANKMENT, Section 02221 EXCAVATION, FILLING AND BACKFILLING FOR STRUCTURES, and Section 02300 DIVERSION STRUCTURE/CULVERT STRUCTURES. Unsuitable material encountered within the limits of the work shall be excavated below the grade shown and replaced with suitable material as directed. Such material excavated and the selected material ordered as replacement will be paid for by an equitable adjustment of the contract price under the clause of the CONTRACT CLAUSES of the contract entitled "Changes." Unsuitable material and surplus excavated material not required for fill shall be disposed of by the Contractor at his own expense and responsibility outside the limits of Government-controlled land.

Disposal of materials outside Government- controlled lands shall be in accordance with federal, state, and local regulations. The location of any *disposal facility*\ located outside of the limit of Government-controlled lands shall be submitted to the Contracting Officer prior to removal from the project site. The Contractor shall submit documentation from the disposal facility to verify that it is licensed to accept the material. No material shall be removed from the project site without prior approval from the Contracting Officer. The Contractor shall notify the Contracting Officer if any material to be disposed of is found to contain hazardous, toxic, biological or radiological substances. During construction, excavation and filling shall be performed in a manner and sequence that will utilize all suitable material from required excavation prior to obtaining material from borrow areas and will provide drainage at all times.

3.4.1 HAUL ROUTES

All loads shall be covered. The Contractor shall clean haul routes of any spilled materials by sweeping or flushing.

3.5 EXCAVATION OF CHANNELS

The channels shall be excavated accurately to the cross sections, lines, and grades indicated. All roots, stumps, rock and foreign matter in the shall be removed in accordance with Section 02230 CLEARING AND GRUBBING. Care shall be taken not to excavate the channel bottoms and slopes below the grades indicated. Excessive excavation shall be backfilled to grade with suitable, thoroughly compacted material as specified in Section COMPACTED EMBANKMENT at the Contractor's expense . All excavated areas under this section shall be maintained until final acceptance of the work. Suitable material excavated from the channel areas shall be placed in compacted embankment or other fill areas or approved disposal areas as directed. Unsuitable and excess excavated material shall be disposed of as specified above. The Contractor should see sheets G-40 for soils and groundwater information. The Contractor shall be responsible for dewatering to the extent necessary to construct the channels or other features to the lines and grades shown on the drawings and specified herein.

3.6 UTILIZATION OF EXCAVATED MATERIALS

Suitable material removed from required excavation under this section shall be utilized in the formation of embankments, subgrades, shoulders, slopes, backfill for culverts and other structures, and for such other purposes as directed. No excavated material shall be wasted without the authorization of the Contracting Officer. Material authorized to be wasted shall be disposed of as directed and in such manner as not to obstruct the flow characteristics of any stream or to impair the efficiency or appearance of any structure. No excavated material shall be deposited at any time in a manner that may endanger a partly finished structure by direct pressure, by overloading banks contiguous to the operations, or that may in any other way be detrimental to the completed work.

3.7 BACKFILL ADJACENT TO CULVERTS, STORM DRAINS, AND SUBDRAINS

Backfill adjacent to culverts, storm drains, and subdrain structures, including bedding material, shall be placed and compacted in accordance with Section 02300 DIVERSION STRUCTURE/CULVERT STRUCTURES. Backfill requirements for the diversion and sand-pit drainage structure are specified in Section 02221 EXCAVATION, FILLING, AND BACKFILLING FOR STRUCTURES.

3.8 PREPARATION OF GROUND SURFACE FOR FILL AREAS

All vegetation, such as roots, brush, heavy sods, heavy growth of grass, and all decayed vegetable matter, rubbish, and other unsuitable material within the area upon which fill is to be placed, shall be stripped or otherwise removed before the fill is started in accordance with Section 02300 CLEARING AND GRUBBING and Section 02215 TOPSOIL. In no case will unsuitable material remain in or under the fill area. Stumps, logs and roots more than 1-1/2 inch in diameter shall be excavated and removed to a depth not less than 18 inches below the original ground surface as specified in Section 02230 CLEARING AND GRUBBING. Foundations to receiving fill shall be kept thoroughly drained in accordance with paragraph 3.14 PROTECTION.

3.9 COMPACTED RANDOM BACKFILL

Random compacted backfill shall be constructed as indicated in Section 02212 COMPACTED EMBANKMENT

3.10 COMPACTION

Compaction shall be accomplished as indicated in Section 02212 COMPACTED EMBANKMENT.

3.11 SPREADING TOPSOIL

All areas within the grading limits shown on the drawings and not built over, paved or otherwise surfaced shall be topsoiled as specified in Section 02215 TOPSOIL. The resulting topsoiled surface shall meet the finish surface requirements specified in the following paragraph: FINISHED EXCAVATION AND FILL AREAS.

3.12 NOT USED

3.13 FINISHED EXCAVATION AND FILL AREAS

All areas covered by the project, including excavated and filled sections and adjacent transition areas, shall be uniformly smooth graded. The finished surface shall be reasonably smooth, compacted, and free from irregular surface changes. The degree of finish shall be that ordinarily obtainable from either blade-grader or scraper operations, except as otherwise specified. The finished surface shall be not more than 0.15 foot above or below the established grade or approved cross section and shall be free of depressed areas where water would pond.

3.14 PROTECTION

During construction, excavations and fill areas shall be kept shaped and drained. Newly graded areas shall be protected from traffic and from erosion, and any settlement or washing away that may occur from any cause, prior to acceptance, shall be repaired and grades reestablished to the required elevations and slopes. All work shall be conducted in accordance with the environmental protection requirements of the contract. When required, erosion control materials shall be provided as specified in Section 02935 TURF.

3.14.1 Protection of Existing Service Lines and Utilities Structures

Existing utility lines that are shown on the drawings, or the locations of which are made known to the Contractor prior to excavation that are to be retained, as well as utility lines uncovered during excavation operations, shall be protected from damage during excavation and backfilling, and if damaged, shall be repaired by the Contractor at his expense. In the event that the Contractor damages any existing utility lines

that are not shown, or the locations of which are not made known to the Contractor, report thereof shall be made immediately to the Contracting Officer. If determined that repairs are to be made by the Contractor, such repairs will be made in accordance with the clause Entitled "Changes" of the CONTRACT CLAUSES. When utility lines that are to be removed or relocated are encountered within the area of operations, the Contractor shall notify the Contracting Officer in ample time for the necessary measures to be taken to prevent interruption of the service.

3.15 SLIDES

In the event that a slide occurs in any part of the fill areas or excavated slopes prior to final acceptance of the work, the Contractor shall remove material from the slide, as directed, and shall rebuild that portion of the fill or excavated slope. In case it is determined that the slide was caused by foundation failure not induced by improper construction, the repair ordered (material removed and the material placed in the fill or excavated slope) will be made in accordance with the clause Entitled "Changes" of the CONTRACT CLAUSE. The Contractor shall not surcharge the excavated slopes nor the area within 15 feet of the excavated slopes with material.

3.16 ADJUSTMENT OF EXISTING STRUCTURES

All manholes, valve boxes, or inlets of any nature within the project that do not conform to the new finish grade in either surfaced or unsurfaced areas shall be adjusted to the new finish grade. Where inlets, manholes, or valve boxes fall within a surfaced or unpaved roadway or parking, the existing frames and cover shall be removed and replaced with a heavy-duty frame and cover. The structure shall be adjusted as needed to fit the new conditions. All structures shall be of a type suitable for the intended use and shall conform to the requirements of the applicable section of these specifications.

SECTION 02212

COMPACTED EMBANKMENT

INDEX

1. Scope
2. Embankment Foundation Preparation
3. Compacted Embankment Materials
4. Compacted Embankment Construction
5. Not Used
6. Cross Sections and Zoning of Materials
7. Conduct of Work and Access
8. Structural Backfill
9. Slides
10. Submittals

1 SCOPE: The work covered by this section consists of furnishing all plant, labor, and materials, and performing all operations in connection with foundation preparation and the construction of levee embankments, raised roadway crossings, driveway approaches, ramps, turnouts, depression fills, and other incidental earthwork as may be necessary to complete the levee, as shown on the drawings, as hereinafter specified, and as directed by the Contracting Officer. For this contract compacted embankment shall include the levee proper, ramps, turnouts, and earth fills under pavements. Other embankment shall include disposal fill and all remaining fill or embankments required by this contract.

1.1 Changes in Levee Alignment: The right is reserved to make changes in the levee alignment or to relocate levees as may be determined necessary before the completion of the work. Any required levee realignments or relocations will be ordered in accordance with paragraph 106 CHANGES of SECTION 00700.

1.2 Definitions:

1.2.1 Compacted Embankment includes material placed with the compactive effort outlined in paragraph 4.1 and includes the levee proper, ramps, trunouts and earth fills under pavements.

1.2.2 Other Embankment includes the material placed in designated disposal areas and any other incidental earthwork and will be compacted as specified in paragraph 4.2.

2 EMBANKMENT FOUNDATION PREPARATION: After topsoil stripping and removal of unsuitable foundation material, cavities or other depressions shall be broken down, where so directed, to flatten out the slopes. Immediately prior to the placement of fill material for compacted embankment the entire earth surface on or against which fill is to be placed, shall be thoroughly broken to a depth of six (6) inches and the area to be occupied by the embankments shall be compacted in accordance with the provisions specified in paragraph 4 COMPACTED EMBANKMENT CONSTRUCTION. If for any cause this foundation surface, or other fill surface that is to receive fill, becomes compacted in such a manner that, in the opinion of the Contracting Officer, a plane of seepage or weakness might be induced, it shall be scarified to the satisfaction of the Contracting Officer before the depositing of material thereon. All slopes upon which fill is to be placed shall be notched and broken up so that the fill material will bond with the existing material. All notching, scarify-ing, and breaking of ground surface shall be done parallel to the centerline of the embankment being constructed. All of the foregoing work shall be completed at least 200 feet in advance of the embankment

construction and shall be approved by the Contracting Officer prior to placement of embankment. No fill shall be placed upon frozen ground. The preparation of ground surface for disposal fill areas will require only stripping as specified. Care shall be exercised to insure that all rodent holes and cavities are broken down and filled with soil.

2.1 Drainage: The foundation including excavated slopes receiving fill and all partially completed fill shall be kept thoroughly drained by the Contractor.

2.2 Existing Embankments: At locations where the levee or other embankments tie to existing earth embankments to complete the line of protection, such embankment surface slopes shall be notched, scarified and compacted as specified herein. When directed by the Contracting Officer, such operations shall be accomplished parallel to the axis of the existing embankment.

3 COMPACTED EMBANKMENT MATERIALS: The embankment shall be constructed of earth material consisting of impervious and random fill which shall be obtained from the required excavation shown on the drawings, from other required excavations as prescribed in Section 02210 GRADING and Section 02221 EXCAVATION, FILLING AND BACKFILLING FOR STRUCTURE and shown on the drawings or alternate approved borrow areas arranged for by the Contractor. Earth used in construction of compacted embankments shall be free from unsuitable materials.

3.1 Impervious Materials: Materials having more than 35% passing U.S. Standard 200 mesh sieve shall be classified as impervious materials. Cohesive materials include materials classifying as CL or CH, having a plastic index of 10 or greater, and falling between the "U" line and "A" line on Figure 3 in ASTM D 2487-93 Standard Tests for Classification of Soils for Engineering Purposes.

3.2 Random Material: Material for random fill shall consist of clays, silts, sands, and all other suitable materials that are products of the excavations.

3.3 Non-Cohesive Random Materials: Materials having less than 10 percent passing the U.S. Standard 200 mesh sieve shall be classified non-cohesive material. Non-cohesive materials include materials classified in ASTM D 2487-93 as GW, GP, SW and SP.

3.3.1 EMBANKMENT DRAIN: Embankment drain material shall be continouly graded within the following limits:

Sieve Size	Percent Passing by weight
3/8	85-100
4	65-85
10	40-65
20	15-40
200	0-15

3.4 Unsuitable Materials: Unsuitable materials are defined in paragraph 2.1.2 of Section 02210 GRADING. Under no circumstances shall frozen earth, snow, or ice be placed in the embankments. No placement shall be permitted on frozen material.

3.5 Suitable Materials: Suitable materials are defined in paragraph 2.1.1 of Section GRADING. A material will not be classified as unsuitable based on its moisture content.

4 COMPACTED EMBANKMENT CONSTRUCTION: Compacted embankment shall be placed in successive horizontal layers not more than 8 inches in depth for cohesive materials and not more than 12 inches in depth for non-cohesive materials prior to compaction. Each layer shall be spread uniformly on the previously compacted surface; plowed, disked, or otherwise broken up; moistened or aerated as necessary; thoroughly mixed and compacted to produce embankments having the following moisture and density requirements. If for any cause the fill surface that is to receive fill becomes compacted in such a manner that, in the opinion of the Contracting Officer, a plane of seepage or weakness might be induced, it shall be scarified to the satisfaction of the Contracting Officer before the succeeding layer is placed thereon. All slopes upon which fill is to be placed shall be notched and broken up so that the fill material will bond with the existing material. All notching, scarifying, and breaking of ground surface shall be done parallel to the centerline of the embankment being constructed. All of the foregoing work shall be completed at least 200 feet in advance of the embankment construction and shall be approved by the Contracting Officer prior to placement of embankment. No fill shall be placed upon frozen ground. The Contractor must use equipment which achieves the compaction specified below and which will not create seams between embankment lifts. The Contractor shall submit to the Contracting Officer for approval an embankment construction plan which shows the * Contractor's Embankment Construction Plan*\, including the type of equipment he will use for embankment compaction.

4.1 Density and Moisture Control: Density and moisture control of the embankments shall be based on the standard compaction test for cohesive materials (ASTM D 698-91) and upon the relative density test for cohesionless materials (ASTM D 4253-93 and ASTM D 4254-91). Cohesive materials placed in embankments shall be compacted to a density of at least 95 percent of the maximum dry density and be within -2 to +3 percent of the optimum moisture content at the time the compactive effort is applied which may require the addition of water or aeration of materials. Non-cohesive materials used in the embankments will be placed in a near saturated condition and compacted with approved equipment to an average relative density of 75 percent or greater with a minimum relative density of 70 percent. A maximum density and minimum density shall be completed by labortory testing for determination of 70% relative density.

4.1.1 Basis for Compaction Control: A maximum density-optimum water content relationship for cohesive soils (ASTM D 698-91) and a maximum and minimum density of non-cohesive soils (ASTM D 4253-93) and (ASTM D 4254-91) shall be determined for representative types of materials utilized in the embankment. These tests shall be used as a basis for compaction control. Atterberg Limits, grain size analysis and specific gravity tests shall also be determined for each of the representative materials. Copies of all tests made for and used as a basis for density and moisture control shall be furnished to the Contracting Officer in advance of the time that materials are to be placed in the embankments, *Basis for Compaction Control Test*\.

4.1.2 Sampling and Testing: The Contractor shall adequately control his compaction operations based on tests made by the Contractor in accordance with ASTM D 1556-90 or D2167-94. Test results shall be furnished to the Contracting Officer within 24 hours of making the test/sampling and testing results. When test results indicate that compaction is not as specified, the material shall be removed and replaced or recompacted to meet the specification requirements. Additional tests may also be made by and at the expense of the Government for verification of compliance. Nuclear methods for determining in-place density (ASTM D 2922-91) and moisture (ASTM D 3017-88 R1993) may be used for up to 80 percent of the tests on non-cohesive fills and 50 percent of tests on cohesive fills when approved by the Contracting Officer. The degree of satisfactory correlation between direct

methods and nuclear methods will be considered when approving the use of nuclear methods. A minimum of one test shall be performed for each 3,000 cubic yards for each type of material placed each day.

4.2 Other Embankments: Embankment materials, and fill materials exclusive of the compacted embankment specified in paragraph 1: SCOPE, shall be placed or spread in layers not more than twelve (12) inches in thickness prior to compaction. Compaction will be required only to the extent of even routing of grading and hauling equipment over the surface to obtain as uniform compaction from this means as possible.

5 NOT USED:

6 CROSS SECTIONS AND ZONING OF MATERIALS:

6.1 Levee Sections: A facing of impervious material meeting the requirements of paragraph 3.1, placed and compacted as specified in paragraph 4, shall be constructed on the riverside or diversion channel side slope of the levees. The impervious zone shall have a minimum thickness of 3.5 feet measured normal to the slope as indicated on the drawings.

6.2 Zoning of Materials: In general the levee section shall be homogeneous except for the impervious facing. Where material of varying permeabilities are encountered in the excavation areas the more impervious material shall be placed toward the riverside or diversion channel side slope and the more pervious material toward the landslide slope.

6.3 Ramps and Turnouts shall be constructed at locations as shown on the drawings.

6.4 Tolerances: All fill shall be constructed to the lines, grade and cross section shown on the drawings. At all points a tolerance of not more than three-tenths (3/10) of one foot above the prescribed grade will be permitted in the final dressing, provided that any excess material is so distributed that there are no abrupt humps or depressions.

6.5 Disposal Areas: All disposal fills shall be constructed with a minimum of twelve (12) inches of impervious material on the top portion of the fill and side slopes. Material below the impervious top portion shall be the more pervious material from required excavation.

7 CONDUCT OF WORK AND ACCESS:

7.1 Access During Construction: At locations where access roads are destroyed because of the work required under this contract, the Contractor shall provide temporary roads, if directed by the Contracting Officer, to give access during the construction period. If temporary access roads are directed to be constructed, they shall be constructed under the provisions of paragraph 106 CHANGES of Section 00700. Such facilities shall be removed after completion of the work to the extent required by the Contracting Officer. The Contractor shall coordinate with the appropriate Federal, State, and County department of roads to ensure that existing load limits for bridges and roads are not exceeded.

7.2 Conduct of the Work: The Contractor shall maintain and protect all embankments in a satisfactory condition at all times until final completion and acceptance of all work under the contract. Any approved embankment material which is rendered unsuitable after being placed in the embankment and before final acceptance of the

work shall be replaced by the Contractor in a satisfactory manner and no addition payment will be made therefore. Haul roads shall be located and constructed as approved by the Contracting Officer. They shall be designed to maintain the intended traffic; to be free-draining and shall be maintained in good condition throughout the contract period unless otherwise directed by the Contracting Officer.

8 STRUCTURAL BACKFILL: Structural backfill shall be as specified in Section 02221 EXCAVATION, FILLING AND BACKFILLING FOR STRUCTURES and Section 2300 DIVERSION STRUCTURE/CULVERT STRUCTURES.

9 SLIDES: In the event of slides in any part of the embankment prior to final acceptance of the work, the Contractor shall remove material from the slide area, as directed, and shall rebuild that portion of the embankment. In case it is determined that the slide was caused by foundation failure not induced by improper construction, the material ordered removed and the material placed in the levee will be paid for at the applicable contract price.

10 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 01300 SUBMITTALS:

SD-01 Data\

Contractor's Embankment Construction Plan\; *GA2*\. (para. 4.)

Basis for Compaction Control Tests\; *GA2*\. (para. 4.1.1)

Sampling and Testing results; *GA2*\ para 4.1.2

SECTION 02213

WETLAND GRADING

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1.1. DEFINITIONS.

PART 2 PRODUCTS. (Not Applicable).

PART 3 EXECUTION.
3.1. Excavation In Mitigation Area.
3.2. Bottom Contours.
3.3. Topsoil Borrow.
3.4. Seeding.
3.5. Utilization of Excavated Material.
3.6. Finished Excavation.

SECTION 02213

WETLAND GRADING

PART 1 GENERAL.

1.1 DEFINITIONS.

2 PRODUCTS. (Not Applicable).

PART 3 EXECUTION.

3.1 Excavation In Mitigation Area. Excavation of every description, regardless of material encountered, within the grading limits of the project shall be performed to the lines and grades indicated on the approved work plan. Excavated materials shall be transported to and placed in areas designated in the work plan and approved by the Contracting Officer. Surplus excavated material shall be disposed of by the contractor in waste or spoil areas designated in the work plan and approved by the Contracting Officer. No excavated material shall be placed in wetlands or other Waters of the United States.

3.2 Bottom Contours. The bottom contour of the finished wetland shall include 4 depressions, 2 islands, and a majority of flat bottom at approximately elevation 1860 (See Sheet G-63). Small irregular depressions and rough surfaces are acceptable.

3.3 Jurisdictional Wetlands. The mitigation area contains approximately .25 acres of jurisdictional wetland in its northeast corner. The Contractor shall notify the Contracting Officer 30 days in advance of activity so the Government can flag the area prior to commencement of construction. The Contractor shall not disturb this area nor may construction proceed in any area at the mitigation site prior to jurisdicational wetland demarcation.

3.4 Topsoil Borrow. Topsoil for the mitigation wetland shall be obtained from the three wetland areas which the project transects. They are located in areas 13, 15, and 16, shown on sheets G-13, G-15, and G-16. Topsoil shall consist of the top 6-12 inches of soil located in the impacted wetlands. It shall not be cleared or grubbed. It shall be scraped in its existing condition and transported to the mitigation site. The contractor shall notify the Government Contracting Officer at least 30 days in advance of activities occuring within these areas. At that time, the Government shall demarcate the exact locations to mine topsoil from. It is important that the contractor borrow this topsoil from the exact locations which the Government directs in the field.

3.5 Seeding. The wetland area need not be seeded. Imported topsoil is expected to contain the appropriate seedbank and ultimately vegetate the wetland with the same species as the wetlands which will be impacted. However, any areas outside the wetland which have been disturbed by wetland construction activities shall be seeded with the native grass and wildflower seed mix detailed in Section 02935: TURF.

3.6 Utilization of Excavated Material. The contractor shall consult the Government contracting officer for determination of approriate use of excavated material from the mitigation site. Cost effective methods of utilizing excess material, such as

using it for close-by levee construction material shall be proposed to the contracting officer by the contractor. The contractor shall also prepare a plan for disposing of such material should no acceptable use be determined. As previously defined, no material shall be disposed of in Waters of the United States. The contracting officer shall approve of disposal sites not previously approved of by the Government.

3.7 Finished Excavation. Areas within the wetland need not be graded as smoothly as the rest of the project. Although the elevations detailed on the drawings will be required, undulating, rutted, and jagged final grading will be acceptable. However, the Government reserves the right to require smooth, uniform grading throughout the wetland should the contractor dispute the Government degree of acceptance of rough surfaces. The potential acceptance of rough surfaces is meant to enhance the diversity of the wetland, rather than to give the contractor an excuse to fail at grading the wetland. Should a problem arise related to the degree of acceptable roughness, the Government will require the contractor to produce final grades similar to those along the levee and diversion channel. Areas outside the wetland, such as disturbed areas immediatley above the wetland shall be uniformly graded and seeded with the previously defined native seed mix.

SECTION 02215

TOPSOIL

PART 1. GENERAL
1.1. REFERENCES (Not Applicable)
1.2. DEFINITIONS

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION
3.1. TOPSOILING OPERATIONS

SECTION 02215

TOPSOIL

PART 1 GENERAL

1.1 REFERENCES (Not Applicable)

1.2 DEFINITIONS

1.2.1 Acceptable Topsoil

Acceptable topsoil includes selectively excavated topsoil material that is representative of local soils that produce heavy growths of crops, grass, or other vegetation, and is reasonably free from underlying subsoil, clay lumps, weeds, litter, brush, matted roots, toxic substances, or any material harmful to plant growth or which would hinder grading, planting, or maintenance operations. Topsoil shall not contain more than 5 percent by volume of stones or other such objects larger than two (2) inches in any dimension. Topsoil shall be approved by the Contracting Officer. See Section 02935 TURF for additional requirements.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 TOPSOILING OPERATIONS

3.1.1 Stripping Topsoil

Topsoil shall be selectively excavated (stripped) below existing grade within the designated excavations and grading limits and placed in stockpiles if necessary for future placement as specified.

3.1.2 Clearing

Prior to placing topsoil, all vegetation on the areas to be topsoiled that is sufficient to interfere with the grading or tillage operations specified below shall be removed from the area and the ground surface cleared of all other materials that would hinder proper grading, tillage, or subsequent maintenance operations.

3.1.3 Grading

Grading shall be in accordance with Section 02210, GRADING. Previously constructed grades shall be repaired if necessary to reestablish the section indicated on the contract drawings.

3.1.4 Tillage

Subsequent to the above grading, the areas shall be thoroughly scarified to a depth of at least three (3) inches by disking or plowing for the bonding of topsoil with the

subsoil. The work shall be performed only during periods when beneficial results are likely to be obtained. When conditions are such, by reason of drought, excessive moisture, or other factors, that satisfactory results are not likely to be obtained, the work will be stopped by the Contracting Officer and shall be resumed only when directed. Undulations or irregularities in the surface that would interfere with further construction operations or maintenance shall be leveled before the next specified operation.

3.1.5 Placing Topsoil

The topsoil shall be uniformly spread, graded and compacted to the thickness, elevations, and slopes shown. Areas to be topsoiled shall be as indicated on the drawings. Topsoil shall be compacted by one pass of a cultipacker, roller, or other approved equipment weighing 100 to 160 pounds per linear foot of roller. The spreading and finishing shall be performed in such manner that planting can proceed with little additional soil preparation or tillage. Irregularities in the surface resulting from topsoiling or other operations shall be corrected to prevent the formation of depressions where water will stand. Topsoil shall not be placed when the subgrade is frozen, excessively wet, extremely dry, or in a condition otherwise detrimental to the proposed planting or to proper grading.

3.1.6 Maintenance and Repair

The topsoiled areas shall be maintained until seeding operations have been completed and accepted. If at any time before completion and acceptance of the entire work covered by this contract, any portion of the surface becomes gullied or otherwise damaged after any part of the area has been seeded, the affected portion shall be repaired to re-establish the condition and grade of the soil prior to seeding, and shall then be reseeded as specified in SECTION 02935: Turf.

SECTION 02221

EXCAVATION, FILLING AND BACKFILLING FOR STRUCTURES

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SECTION 02221

EXCAVATION, FILLING AND BACKFILLING FOR STRUCTURES
03/91

PART 1 GENERAL

1.1 SUMMARY The work covered by this specification Section 02221 EXCAVATION, FILLING AND BACKFILLING FOR STRUCTURES consists of performing all operations in connection with excavation, filling and backfilling for the diversion structure and sand-pit box culvert.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

\-ASTM D 698 REVA-\ (2000) Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/cu. ft. (600 kN-m/cu.m.))

\-ASTM D 1556-\ (2000) Density and Unit Weight of Soil in Place by the Sand-Cone Method

\-ASTM D 2216-\ (1998) Laboratory Determination of Water (Moisture) Content of Soil, and Rock

\-ASTM D 2487-\ (2000) Classification of Soils for Engineering Purposes (Unified Soil Classification System)

\-ASTM D 2922-\ (1996) Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)

\-ASTM D 2937-\ (2000) Density of Soil in Place by the Drive-Cylinder Method

\-ASTM D 3017-\ (1996) Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)

\-ASTM D 4253-\ (2000) Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table

\-ASTM D 4254-\ (2000) Standard Test Method for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density

\-ASTM D 4318-\ (2000) Liquid Limit, Plastic Limit, and Plasticity Index of Soils

1.3 DEFINITIONS

1.3.1 Degree of Compaction

Degree of compaction required is expressed as a percentage of the maximum density obtained by the test procedure presented in \-ASTM D 698-\ for cohesive materials, abbreviated hereinafter as percentage of laboratory maximum density, and percentage of relative density obtained by the test procedures presented in \-ASTM D 4253 and D 4254-\ for non-cohesive materials.

1.4 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-09 Reports\

Field Control Testing\; *GA2*\.

Copies of all laboratory and field test reports shall be furnished to the Contracting Officer within 24 hours of the completion of the test.

PART 2 PRODUCTS

2.1 MATERIALS

Suitable, unsuitable, non-cohesive and cohesive materials are specified in Section 02212: COMPACTED EMBANKMENT.

2.2 NOT USED

PART 3 EXECUTION

3.1 CLEARING AND GRUBBING

Clearing and grubbing is specified in Section: \=02230=\ CLEARING AND GRUBBING.

3.2 STRIPPING TOPSOIL

Topsoil shall be stripped and deposited in storage piles for later use as specified in Section 02215 TOPSOIL.

3.3 EXCAVATION

Excavation shall conform to the dimensions and elevations indicated for each wall and footing. Excavation shall extend a sufficient distance horizontally from walls and footings to allow for placing and removal of forms. All excavation shall be conducted in the dry. Excavations below indicated depths will not be permitted except to remove unsuitable material. Unsuitable material encountered below the grades shown shall be removed as directed by the Contracting Officer and replaced with suitable material. Suitable material removed below the depths indicated without specific direction of the Contracting Officer shall be replaced at no additional cost to the Government to the indicated excavation grade with suitable materials, except that concrete footings shall be increased in thickness to the bottom of the overdepth excavations. Suitable material shall be placed and compacted as specified in paragraph 3.11 BACKFILLING AND BACKFILL COMPACTION REQUIREMENTS. Determination of elevations and measurements of approved

overdepth excavation of unsuitable material below grades indicated shall be done under the direction of the Contracting Officer.

3.4 DRAINAGE AND EXCAVATION DEWATERING

3.4.1 Drainage

Surface water shall be directed away from excavation and construction sites so as to prevent erosion and undermining of foundations. Diversion ditches, dikes and grading shall be provided and maintained as necessary during construction. Excavated slopes and backfill surfaces shall be protected to prevent erosion and sloughing. Excavation shall be performed so that the site and the area immediately surrounding the site and affecting operations at the site shall be continually and effectively drained.

3.4.2 Excavation Dewatering

Surface runoff and/or groundwater flowing toward or into excavations shall be controlled to prevent sloughing of excavation slopes and walls, boils, uplift and heave in the excavation and to eliminate interference with orderly progress of construction. The Contractor shall construct and maintain all necessary diversion channels, flumes, and/or temporary diversion and protective works necessary to protect excavation areas, shall furnish all material required therefore, and shall furnish install, maintain, and operate all sumps, pumping, well points, wells, and other equipment for dewatering and for maintaining the required excavation areas. French drains, sumps, ditches or trenches will not be permitted within 3 feet of the foundation of any structure, except with specific written approval, and after specific contractual provisions for restoration of the foundation area have been made. Control measures shall be taken by the time the excavation reaches the water level in order to maintain the integrity of the in situ material. While the excavation is open, the water level shall be maintained continuously, at least 2 feet below the working level. All excavation dewatering operations shall not impose adverse impacts (e.g., induce settlements or displacements) on adjacent surrounding areas.

3.5 EXCAVATION SUPPORT

Excavation support, including sheet piling, shall be furnished and installed as necessary to protect workmen, banks, adjacent paving, structures, and utilities. Excavation support, shoring, bracing, and sheeting shall be removed as excavations are backfilled, in a manner to prevent caving.

3.6 CLASSIFICATION OF EXCAVATION

Excavation will be unclassified regardless of the nature of material encountered.

3.7 BLASTING Blasting will not be permitted.

3.8 MOVEMENT AND PLACEMENT OF EXCAVATED MATERIALS

Satisfactory excavated material required for fill or backfill shall be placed in the proper section of the permanent work required under this section or shall be separately stockpiled if it cannot be readily placed. Satisfactory material in excess of that required for the permanent work and all unsatisfactory material shall be disposed of as specified in paragraph 3.4 EXCAVATION AND DISPOSAL OF UNSATISFACTORY AND EXCESS EXCAVATED MATERIAL of Section: \=02210=\ GRADING. Excavated material used for the

permanent work requirements shall be placed as specified in paragraph 3.11 BACKFILLING AND BACKFILL COMPACTION REQUIREMENTS.

3.9 FINAL GRADE OF SURFACES TO SUPPORT CONCRETE

Excavation to final grade beneath the granular blanket layer shall not be made until just before the granular blanket is to be placed where practicable. The granular blanket shall be placed to the lines and grades indicated on the drawings and in accordance with Section 02231 GRANULAR BLANKET.

3.10 SUBGRADE PREPARATION AND SUBGRADE COMPACTION REQUIREMENTS

Unsuitable material in surfaces to receive fill or in excavated areas shall be removed and replaced with suitable materials to the satisfaction of the Contracting Officer. The surface shall be scarified to a depth of 6 inches before the fill is started. Sloped surfaces steeper than 1 vertical to 4 horizontal shall be plowed, stepped, benched, or broken up so that the fill material will bond with the existing material. When subgrades are less than the specified density, the ground surface shall be broken up to a minimum depth of 6 inches, pulverized, and compacted to the specified density. When the subgrade is part fill and part excavation or natural ground, the excavated or natural ground portion shall be scarified to a depth of 12 inches and compacted as specified for the adjacent fill. Material shall not be placed on surfaces that are muddy, frozen, or contain frost. Compaction shall be accomplished by sheepsfoot rollers, pneumatic-tired rollers, steel-wheeled rollers, or other approved equipment well suited to the soil being compacted. Material shall be moistened or aerated as necessary to provide the moisture content that will readily facilitate obtaining the specified compaction with the equipment used. Minimum subgrade density shall be as specified below. Density and moisture control of the subgrade materials shall be based on the standard compaction test for cohesive materials (ASTM D 698-91), and upon the relative density test for non-cohesive materials (ASTM D 4253-93 and ASTM D 4254-91). As indicated in the table below, cohesive subgrade materials shall be compacted to a density of at least 95 percent of the maximum dry density and be within -2 to +3 percent of the optimum moisture content at the time the compactive effort is applied which may require the addition of water or aeration of materials. Non-cohesive subgrade materials shall be compacted in a near saturated condition and compacted with approved equipment to an average relative density of 85 percent or greater with a minimum relative density of 80 percent. A maximum density (ASTM D 4253-93) and minimum density (ASTM D 4254-91) shall be completed by laboratory testing for determination of 80% relative density. These tests shall be used as a basis for compaction control.

The subgrade shall be compacted to not less than the percentage of maximum laboratory density or relative density specified as follows:

	Cohesive material (ASTM D 698)	Non-cohesive material (ASTM D 4253 & 4254)
Under structures,slabs, walls and footings	95	80

Any materials that are found to be unsuitable shall be removed and replaced with suitable material or reworked to produce a suitable material. Approved compacted subgrades that are disturbed by the Contractor's operations or adverse weather shall be

scarified and compacted as specified hereinbefore to the required density prior to further construction thereon.

3.11 BACKFILLING AND BACKFILL COMPACTION REQUIREMENTS

Backfill adjacent to structures shall be constructed of suitable earth material consisting of impervious and random fill which shall be obtained from the required excavation shown on the drawings. Backfilling shall not begin until construction below finish grade has been approved, forms removed, and the excavation cleaned of trash and debris. Backfill material shall be placed in successive horizontal layers not more than 8 inches in depth for cohesive materials and not more than 12 inches in depth for non-cohesive materials prior to compaction. Each layer shall be spread uniformly on the previously compacted surface; plowed, disked, or otherwise broken up; moistened or aerated as necessary; thoroughly mixed and compacted to produce backfills having the following density requirements. No fill shall be placed in wet areas or upon frozen ground. Compaction shall be accomplished by sheepsfoot rollers, pneumatic-tired rollers, steel-wheeled rollers, or other approved equipment well suited to the soil being compacted. Material shall be moistened or aerated as necessary to provide the moisture content that will readily facilitate obtaining the specified compaction with the equipment used. Minimum subgrade density shall be as specified below. Density and moisture control of backfill materials shall be based on the standard compaction test for cohesive materials (ASTM D 698-91) and upon the relative density test for non-cohesive materials (ASTM D 4253-93 and ASTM D 4254-91). As indicated in the table below, cohesive materials placed for backfill shall be compacted to a density of at least 90 percent of the maximum dry density and be within -2 to +3 percent of the optimum moisture content at the time the compactive effort is applied which may require the addition of water or aeration of materials. Non-cohesive materials placed for backfill shall be placed in a near saturated condition and compacted with approved equipment to an average relative density of 75 percent or greater with a minimum relative density of 70 percent. A maximum density (ASTM D 4253-93) and minimum density (ASTM D 4254-91) shall be completed by laboratory testing for determination of 70 relative density. These tests shall be used as a basis for compaction control. Heavy rolling or compaction shall not be done adjacent to concrete faces or structures until the concrete has been in place a minimum of twenty-one (21) days or such less time as approved by the Contracting Officer. In areas where machine spreading is impractical, backfill material shall be spread by hand. The material shall be spread uniformly in a loose layer so as to prevent segregation along with conforming to the required grade and thickness after compaction. In all places not accessible to the rollers, the backfill material shall be compacted with mechanical hand operated tampers. Maximum loose lift thickness for mechanical hand operated tampers shall be 4 inches for cohesive material and 6 inches for non-cohesive material. As far as practicable, backfill shall be brought up evenly on each side of the structure and sloped to drain away form the structure until the backfill is brought to indicated finished grade.

Backfill shall be compacted to not less than the percentage of maximum laboratory density or relative density specified as follows:

	Cohesive material (ASTM D 698)	Non-cohesive material (ASTM D 4253 & 4254)
Backfill adjacent to structures, walls and footings	90	75

Any materials that are found to be unsuitable shall be removed and replaced with suitable material or reworked to produce a suitable material. All previously placed lifts shall be inspected and approved by the Contracting Officer for adequate lift thickness and compaction prior to placement of a subsequent lift. Approved compacted backfill areas that are disturbed by the Contractor's operations or by adverse weather shall be scarified and compacted as specified hereinbefore to the required density prior to further construction thereon.

3.12 FIELD CONTROL TESTING

Field control testing shall be the responsibility of the Contractor and shall be performed at no additional cost to the Government. Field control testing shall be performed by an approved commercial testing laboratory or may be performed by the Contractor subject to approval. Field in-place density shall be determined in accordance with \-ASTM D 1556-\, or \-ASTM D 2922-\. When \-ASTM D 2922-\ is used, the calibration curves shall be checked and adjusted if necessary by the procedure described in \-ASTM D 2922-\, paragraph ADJUSTING CALIBRATION CURVE. \-ASTM D 2922-\ results in a wet unit weight of soil and when using this method \-ASTM D 3017-\ shall be used to determine the moisture content of the soil. The calibration curves furnished with the moisture gages shall also be checked along with density calibration checks as described in \-ASTM D 3017-\. The calibration checks of both the density and moisture gages shall be made at the beginning of a job on each different type of material encountered and at intervals as directed by the Contracting Officer. \-ASTM D 2937-\ shall be used only for soft, fine-grained, cohesive soils. The following number of tests, if performed at the appropriate time, shall be the minimum acceptable for each type operation.

3.12.1 \+In-Place Densities+\

3.12.1.1 \+In-Place Density of Subgrades+\

One test shall be performed for every 200 S.Y. of subgrade to support slabs, walls, or footings, or a minimum of two tests per structure if subgrade dimensions are less than 200 S.Y. in surface area.

3.12.1.2 \+In-Place Density of Backfill Materials+\

One test shall be performed for every 1,000 C.Y. of backfill material placed.

3.13 FINISHING

The top surface of the backfill adjacent to the structures shall be finished after final compaction and prior to topsoil placement to the lines and grades indicated on the drawings.

3.14 DEFICIENCIES

3.14.1 Compacted Subgrade and Backfill Densities

Density shall be considered deficient if the field density test results are below the densities specified in paragraphs 3.10 and 3.11. If the densities are deficient, the layer shall be rolled with 2 additional passes of the specified roller. If the density is still deficient, work will be stopped until the cause of the low densities can be determined and reported to the Contracting Officer.

3.14.2 Lines and Grade

Deficiencies in lines and grade shall be corrected such that the backfill grade meets the lines and grades indicated on the drawings. If the elevation of the top surface of the backfill is 6 inches or more below the required grade, the surface to receive additional backfill material shall be scarified to a depth of at least 2 inches prior to the new material being added, and the new layer shall be blended and recompacted to bring it to grade.

3.15 PROTECTION

Settlement or washing that occurs in graded, topsoiled, or backfilled areas prior to acceptance of the work shall be repaired and grades reestablished to the required elevations and slopes.

SECTION 02230

CLEARING AND GRUBBING

06/97

PART 1 GENERAL
1.1. DEFINITIONS
1.2. SUBMITTALS

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION
3.1. CLEARING
3.2. GRUBBING
3.3. EXISTING CULVERTS
3.4. DISPOSAL OF MATERIALS

SECTION 02230

CLEARING AND GRUBBING
06/97

PART 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. Clearing shall also consist of the removal of fences as dicussed below and indicated on the drawings.

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.

PART 2 PRODUCTS (Not Applicable)

PART 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. Areas to be cleared consist of all areas within grading limits together with ten (10) foot strips beyond and contiguous thereto, including areas within the limits of all structures, and other areas as indicated on the drawings. Clearing shall also occur within the temporary construction easement areas as necessary to accommodate storage of equipment, etc. Camping pad areas, including utilities, located in the Hall County Park temporary easement area shall be disturbed as little as possible. Any disturbance or modification to the camp pads shall be approved by the Contracting Officer. 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. Clearing shall also include the removal and disposal of structures that obtrude, encroach upon, or otherwise obstruct the work.

3.1.1 **Trees:** 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 3.4 DISPOSAL OF MATERIALS.

3.1.2 **Vegetation:** Vegetation to be removed shall consist of all heavy growth of crops, harvested crop residue, grass and weeds, see paragraph 3.8 of Section 02210 GRADING.

3.1.3 **Fences:** Fences within the permanent project right-of-way not removed prior to construction by private interests shall be removed and disposed of by the Contractor. Fences to be removed and new fences to be installed are indicated on the drawings. Fences in and around temporary easement areas not removed prior to construction, shall be carefully removed by the Contractor. Upon completion of construction, fencing so removed shall be re-erected by the Contractor.

3.2 GRUBBING

Areas to be grubbed consist of all areas to be cleared as indicated above and other areas as indicated by the Contracting Officer. 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 structures, 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 DISPOSAL OF MATERIALS

3.3.1 Salable Timber

All felled timber from which saw logs, pulpwood, posts, poles, ties, mine props, or cordwood can be produced shall be considered as salable timber, and shall be trimmed of limbs and tops, sawed into salable lengths and stockpiled at locations as directed. The disposal of the stockpiled timber shall be the responsibility of the Contractor.

3.3.2 *Materials Other Than Salable Timber*\

Logs, stumps, roots, brush, rotten wood, and other refuse from the clearing and grubbing operations, except for salable timber, 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. The Contractor

shall not be allowed to bury the products of clearing and grubbing within the temporary construction easement or permanent right-of-way areas.

SECTION 02231

GRANULAR BLANKET

PART 1 GENERAL
1.1. REFERENCES
1.2. NOT USED
1.3. SYSTEM DESCRIPTION
1.4. SUBMITTALS
1.5. FIELD COMPACTION
1.6. EQUIPMENT
1.7. WEATHER LIMITATION
1.8. SAMPLING AND TESTING

PART 2 PRODUCTS
2.1. NOT USED
2.2. AGGREGATES

PART 3 EXECUTION
3.1. STOCKPILING AGGREGATES
3.2. NOT USED
3.3. PREPARATION OF SUBGRADE
3.4. TRANSPORTING MATERIAL
3.5. PLACING
3.6. COMPACTION REQUIREMENTS
3.7. FINISHING
3.8. \+SMOOTHNESS TEST+\
3.9. THICKNESS CONTROL
3.10. DEFICIENCIES
3.11. MAINTENANCE

SECTION 02231

GRANULAR BLANKET

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 29-\ (1991a) Unit Weight and Voids in Aggregate

\-ASTM C 88-\ (1990) Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate

\-ASTM C 117-\ (1995) Materials Finer Than 75 Micrometer (No. 200) Sieve in Mineral Aggregates by Washing

\-ASTM C 131-\ (1989) Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine

\-ASTM C 136-\ (1995a) Sieve Analysis of Fine and Coarse Aggregates

\-ASTM C 142-\ (1978; R 1990) Clay Lumps and Friable Particles in Aggregrates

\-ASTM D 75-\ (1987; R 1992) Sampling Aggregates

\-ASTM D 422-\ (1963; R 1990) Particle-Size Analysis of Soils

\-ASTM D 1556-\ (1990) Density and Unit Weight of Soil in Place by the Sand-Cone Method

\-ASTM D 2216-\ (1992) Laboratory Determination of Water (Moisture) Content of Soil and Rock

\-ASTM D 2487-\ (1993) Classification of Soils for Engineering Purposes (Unified Soil Classification System)

\-ASTM D 2922-\ (1991) Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)

\-ASTM D 3017-\ (1988; R 1993) Water Content of Soil and Rock In Place by Nuclear Methods (Shallow Depth)

\-ASTM D 4253-\ (1993) Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table

\-ASTM D 4254-\ (1991) Standard Test Method for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density

\-ASTM D 4318-\ (1995) Liquid Limit, Plastic Limit, and Plasticity Index of Soils

\-ASTM E 11-\ (1995) Wire-Cloth Sieves for Testing Purposes

1.2 NOT USED

1.3 SYSTEM DESCRIPTION

The Contractor shall build a granular blanket under the diversion and sand-pit drainage structures as indicated on the drawings and in accordance with the requirements specified herein. The granular blanket shall consist of a rapidly draining material meeting the gradations of Table I.

1.4 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 \=01300=\ SUBMITTAL PROCEDURES:

SD-09 Reports\

Sampling and Testing\; *GA2*\.

Copies of field test results within 24 hours of completion of tests.

Approval of Materials\; *GA2*\.

Material sources and material test results prior to field use.

SD-18 Records\

Waybills and Delivery Tickets\; *GA2*\.

Copies of waybills and delivery tickets shall be submitted during the progress of the work. Before the final payment is allowed, the Contractor shall file certified waybills and certified delivery tickets for all aggregate materials actually used.

1.5 FIELD COMPACTION

Field compaction requirements shall be in accordance with paragraph 3.6.

1.6 EQUIPMENT

1.6.1 General Requirements

All plant, equipment, and tools used in the performance of the work will be subject to approval before the work is started and shall be maintained in satisfactory working condition at all times.

1.6.2 Compaction Equipment

A dual or single smooth drum roller which provides a maximum compactive effort without crushing the granular blanket aggregate shall be used to compact the granular blanket material.

1.7 WEATHER LIMITATION

Granular blanket material shall be placed when the atmospheric temperature is above 35 degrees F. Areas of completed granular blanket or underlying subgrade that are damaged by freezing, rainfall, or other weather conditions or by contamination from sediments, dust, dirt, or foreign material shall be corrected by the Contractor to meet specified requirements.

1.8 *SAMPLING AND TESTING*\

1.8.1 General Requirements

Sampling and testing shall be the responsibility of the Contractor. Granular blanket materials shall be tested to establish compliance with the specified requirements. Sampling and testing shall be performed by an approved commercial testing laboratory, or by the Contractor subject to approval. Tests shall be performed at the frequency specified hereinafter. Copies of the test results shall be furnished to the Contracting Officer as soon as tests are performed and in every case prior to placing subsequent construction over the completed granular blanket.

The Contractor shall select the source of materials and perform the initial sampling and testing sufficiently in advance to not delay the work. The Contractor shall control his operations during production and placement of material, so that the materials in the completed granular blanket will meet the specified requirements. All quality control sampling and testing shall be performed by the Contractor in accordance with paragraph: CONTRACTOR QUALITY CONTROL in SECTION: SPECIAL CLAUSES and as specified herein. The Government may perform verification tests for final approval of the materials in the completed granular blanket.

1.8.2 Sampling

Aggregate samples shall be taken in accordance with \-ASTM D 75-\. All samples, including those required and used by the Contractor for control of his operations, shall be representative of the materials being placed.

1.8.3 Test Methods

1.8.3.1 \+Sieve Analyses+\

Sieve analyses shall be made in accordance with \-ASTM C 117-\, \-ASTM C 136-\, and \-ASTM D 422-\. Sieves shall be in accordance with \-ASTM E 11-\.

1.8.3.2 \+Density Tests+\

Field density tests shall be made in accordance with \-ASTM D 1556-\ and \-ASTM D 2216-\, or \-ASTM D 2922-\ and \-ASTM D 3017-\. Calibration curves, test results, and correlation tests shall be furnished within 24 hours of the conclusion of the tests. When using ASTM D 2922, \-ASTM D 3017-\ shall be used to determine the moisture content of the aggregate granular blanket material. The calibration curves furnished with the moisture gauges shall be checked along with density calibration checks as described in

\-ASTM D 3017-\. The calibration checks of both the density and moisture gauges shall be made by the prepared containers of material method, as described in paragraph "Calibration" of \-ASTM D 2922-\, on each different type of material being tested at the beginning of a job and at intervals as directed by the Contracting Officer.

1.8.3.3 \+Soundness Test+

Freezing and thawing tests shall be made in accordance with \-ASTM C 88-\.

1.8.3.4 \+Los Angeles Abrasion Test+

Los Angeles abrasion tests shall be made in accordance with \-ASTM C 131-\.

1.8.3.5 \+Deleterious Materials Test+

Deleterious Materials shall be determined in accordance with \-ASTM C 142-\.

1.8.4 Testing Frequency

The following tests shall be performed by the Contractor at the specified frequencies.

1.8.4.1 \+Initial Tests+

One of each of the following tests shall be performed on the proposed material before the work is started to demonstrate that the proposed material will meet all specified requirements when furnished and after placement and compaction.

Sieve Analysis (including 0.02 mm size material)
Deleterious Materials
Wear Test
Freezing and Thawing
Plasticity Index

1.8.4.2 \+In-Place Tests+

Sieve analyses, field density, and moisture content tests shall be performed at a rate of at least one test for every 200 square yards of completed area and not less than one test for each day's production. Los Angeles abrasion tests, freezing and thawing, and plasticity index tests shall be performed at the rate of one test for every 3 sieve analysis tests.

Sieve Analysis (including 0.02 mm size material)
Moisture-Density
Wear Test
Freezing and Thawing
Plasticity Index

1.8.5 *Approval of Materials*

1.8.5.1 Aggregate

The aggregate source shall be selected at least 30 days prior to its use as a product for required work. Tentative approval of the source will be based on certified initial test results to verify that materials proposed for use meet the contract requirements.

Final approval of both the source and the material will be based on in-place test results for gradation, moisture-density, freezing/thawing, Los Angeles abrasion, and plasticity index, as specified in paragraphs 2.2, 3.6, and 3.12. For aggregate granular blanket materials, these tests shall be performed on samples taken from the completed and compacted granular blanket.

PART 2 PRODUCTS

2.1 NOT USED

2.2 AGGREGATES

Aggregates shall consist of clean, sound, hard, durable, particles of sand, sand and gravel, crushed stone, crushed gravel, or a combination thereof, which meet the specification requirements. The aggregates shall be free of silt and clay as defined by \-ASTM D 2487-\, clay lumps and friable particles as defined by \-ASTM C 142-\, vegetable matter, and other objectionable materials or coatings.

2.2.1 Aggregate Quality

Gradation requirements specified herein shall apply to the completed granular blanket. The Contractor shall obtain materials that will meet the gradation and compaction requirements after mixing, placing, compacting, and other operations. The aggregate shall have a soundness loss not greater than 25 percent weighted averaged at five cycles when tested in magnesium sulfate in accordance with \-ASTM C 88-\. The aggregate shall have a percentage of loss on abrasion not to exceed 40 after 500 revolutions as determined by \-ASTM C 131-\.

2.2.2 Gradation Requirements

Granular blanket aggregates shall be well graded within the limits specified in TABLE I.

TABLE I. GRADATION OF GRANDULAR BLANKET MATERIAL

Sieve Designation	Percent by Weight Passing Square-Mesh Sieve
1-1/2 inch	100
1 inch	70-100
3/4 inch	55-100
1/2 inch	40-80
3/8 inch	30-65
No. 4	10-50
No. 8	0-25
No. 16	0-5

NOTE 1: Particles having diameters less than 0.02 mm shall not be in excess of 1.5 percent by weight of the total sample tested.

NOTE 2: The values are based on aggregates of uniform specific gravity, and the percentages passing the various sieves may require appropriate correction by the Contracting Officer when aggregates of varying specific gravities are used.

NOTE 3: The coefficient of uniformity (CU) for the granular blanket material shall be greater than 3.5. (CU = D60/D10).

PART 3 EXECUTION

3.1 STOCKPILING AGGREGATES

Aggregates shall be stockpiled at locations designated by the Contracting Officer. Stockpile areas shall be cleared and leveled prior to stockpiling aggregates. All aggregates shall be stockpiled so as to prevent segregation and contamination. Aggregates obtained from different sources shall be stockpiled separately.

3.2 NOT USED

3.3 PREPARATION OF SUBGRADE

Prior to placement of the granular blanket, the Contractor, at his own expense, shall provide a positive drainage and/or dewatering system which shall ensure the integrity of in situ subgrade materials. See paragraph 3.4 DRAINAGE AND EXCAVATION DEWATERING of SECTION 02221 EXCAVATION, FILLING AND BACKFILLING FOR STRUCTURES for specific requirements. Prior to constructing the granular blanket, the previously constructed subgrade shall be cleaned of all foreign materials. During construction of the granular blanket, the subgrade shall contain no frozen material. The surface of the subgrade shall be inspected for adequate compaction and surface tolerances. The subgrade shall conform to the requirements specified in SECTION 02221 EXCAVATION, FILLING AND BACKFILLING FOR STRUCTURES. Ruts or soft yielding spots, areas having inadequate compaction, and deviations of the surface from the specified tolerances shall be corrected by loosening and removing soft or unsatisfactory material and by adding approved material, reshaping to line and grade, and recompacting to specified density. The finished subgrade shall not be disturbed by traffic or other operations and shall be maintained by the Contractor in a satisfactory condition until the granular blanket is placed.

3.4 TRANSPORTING MATERIAL

3.4.1 Aggregate Granular Blanket Material

Aggregate granular blanket material shall be transported to the site in a manner which prevents segregation and contamination of materials.

3.5 PLACING

3.5.1 General

Granular blanket material shall be placed in successive horizontal layers of loose material not more than 12 inches thick. The material shall be placed in lifts of uniform thickness using equipment meeting the requirements of paragraph EQUIPMENT. The lifts shall be so placed that when compacted they will be true to the grades or levels required with the least possible segregration and degradation of the placed material. Where the granular blanket is placed in more than one lift, the previously constructed lift shall be cleaned of loose and foreign material. The material shall be placed completely dry or fully saturated to prevent bulking. Water which drains from the granular blanket shall be collected and disposed of to the satisfaction of the Contracting Officer.

3.5.2 Hand Spreading

In areas where machine spreading is impractical, granular blanket material shall be spread by hand. The material shall be spread uniformly in a loose layer so as to prevent segregation along with conforming to the required grade and thickness after compaction.

3.6 COMPACTION REQUIREMENTS

Compaction shall be accomplished using rollers meeting the requirements of paragraph EQUIPMENT and operating at a rolling speed of no greater than 1.5 miles per hour. Each lift of granular blanket material shall be compacted to an average relative density of 85 percent or greater with a minimum relative density of 80 percent. A maximum density (ASTM D 4253-93) and minimum density (ASTM D 4254-91) shall be completed by laboratory testing for determination of 80% relative density. These tests shall be used as a basis for compaction control. Heavy rolling or compaction shall not be done adjacent to concrete faces or structures until the concrete has been in place a minimum of twenty-one (21) days or such less time as approved by the Contracting Officer. Any materials that are found to be unsatisfactory shall be removed and replaced with satisfactory material or reworked to produce a satisfactory material. All previously placed lifts shall be inspected and approved by the Contracting Officer for adequate lift thickness and compaction prior to placement of a subsequent lift. In all places not accessible to the rollers, the granular blanket material shall be compacted with mechanical hand operated tampers. Maximum loose lift thickness for mechanical hand operated tampers shall be 6 inches.

3.7 FINISHING

The top surface of the granular blanket shall be finished after final compaction. Adjustments in rolling and finishing procedures shall be made to obtain grades and minimize segregation and degradation of the granular blanket material.

3.8 \+SMOOTHNESS TEST+\

The finished surface of the top lift shall not deviate more than 1/2 inch when tested with a 12 foot straightedge applied parallel with and at right angles to the centerline of the area to be tested. Deviations exceeding 1/2 inch shall be corrected in accordance with paragraph DEFICIENCIES.

3.9 THICKNESS CONTROL

The completed thickness of the granular blanket shall be within 1/2 inch of the thickness indicated. Thickness shall be measured at intervals providing at least one measurement for each 200 square yards of granular blanket. Measurements shall be made in test holes at least ~3 inches in diameter. Where the measured thickness is more than 1/2 inch deficient, such areas shall be corrected in accordance with paragraph DEFICIENCIES. Where the measured thickness is 1/2 inch more than indicated, it will be considered as conforming with the requirements plus 1/2 inch, provided the surface of the granular blanket is within 1/2 inch of established grade. The average job thickness shall be the average of all job measurements as specified above but within 1/4 inch of the thickness shown on the drawings.

3.10 DEFICIENCIES

3.10.1 Grade and Thickness

Deficiencies in grade and thickness shall be corrected such that both grade and thickness tolerances are met. In no case will thin layers of material be added to the top surface of the granular blanket to meet grade or increase thickness. If the elevation of the top of the granular blanket is more than 1/2 inch above the plan grade it shall be trimmed to grade and finished in accordance with paragraph FINISHING. If the elevation of the top surface of the granular blanket is 1/2 inch or more below the required grade, the surface of the granular blanket shall be cut back to a depth of at least 3 inches, new material shall be added, and the layer shall be blended and recompacted to bring it to grade. Where the measured thickness of the granular blanket is more than 1/2 inch deficient, such areas shall be corrected by excavating to the required depth and replaced with new material to obtain a compacted lift thickness of at least 3 inches. The depth of required excavation shall be controlled to keep the final surface elevation within grade requirements .

3.10.2 Density

Density shall be considered deficient if the field density test results are below the relative density specified in paragraph 3.6. If the densities are deficient, the layer shall be rolled with 2 additional passes of the specified roller. If the density is still deficient, work will be stopped until the cause of the low densities can be determined and reported to the Contracting Officer.

3.10.3 Smoothness

Deficiencies in smoothness shall be corrected as if they are deficiencies in grade or thickness. All tolerances for grade and thickness shall be maintained while correcting smoothness deficiencies.

3.11 MAINTENANCE

The Contractor shall maintain the granular blanket in a satisfactory condition until the concrete slab has been constructed thereon.

SECTION 02245

STONE (RIPRAP) PROTECTION

PART 1 GENERAL
1.1. SUMMARY
1.2. REFERENCES
1.3. NOT USED
1.4. SUBMITTALS
1.5. WAYBILLS AND DELIVERY TICKETS
1.6. SAMPLING AND TESTING

PART 2 PRODUCTS
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PART 3 EXECUTION
3.1. GENERAL
3.2. PLACEMENT
3.3. \+FIELD GRADATION+\
3.4. PROTECTION

SECTION 02245

STONE (RIPRAP) PROTECTION

PART 1 GENERAL

1.1 SUMMARY

The work specified herein consists of construction of stone protection as shown on the drawings and as directed by the Contracting Officer's Representative. No riprap or bedding shall be purchased and delivered to the site without prior approval of the Contracting Officer's Representative. Stone protection material shall consist of all stone to be furnished for riprap material. The Contractor shall control operations during production of stone protection material so as to insure that the material delivered and placed will meet all specification requirements. The Contractor shall perform all sampling and testing required for quality control in accordance with Section \=01451=\ CONTRACTOR QUALITY CONTROL and as specified herein. The quarry operators shall be responsible for operating all quarries and for conditioning the area after operations are complete, in accordance with all applicable Federal, State, and local laws and regulations.

1.2 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 127-\ (1993) Specific Gravity and Absorption of Coarse Aggregates

\-ASTM C 136-\ (1995a) Sieve Analysis of Fine and Coarse Aggregates

\-ASTM D 75-\ (1992) Standard Practice for Sampling Aggregate

\-ASTM D 5519-\ (1994) Partical Size Analysis of Natural and Man-made Riprap Materials

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

\-AASHTO T 103-\ (1991) Soundness of Aggregates by Freezing and Thawing

1.3 NOT USED

1.4 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 \=01300=\ SUBMITTAL PROCEDURES:

SD-09 Reports\

Initial Sampling and Testing\; *FIO*\.

Field Gradation\; *FIO*\.

Field Gradation Test Results mailed within ten (10) days after completion of the tests.

SD-18 Records\

Waybills and Delivery Tickets\; *FIO*\

1.5 *WAYBILLS AND DELIVERY TICKETS*

Copies of waybills or delivery tickets shall be submitted during the progress of the work. Before the final payment is allowed, waybills and certified delivery tickets shall be furnished for all stone protection materials actually used in the construction.

1.6 SAMPLING AND TESTING

1.6.1 General Requirements

The Contractor shall be responsible for all sampling and testing specified herein. The Government may perform verification tests as determined necessary for final approval of the stone protection material. All samples including samples taken during production shall be representative of the stone protection material furnished or proposed to be furnished. Samples shall be taken in accordance with \-ASTM D 75-\ or other approved method. All sampling operations shall take place in the presence of a representative of the Contracting Officer's Representative. At the same time samples for initial tests are obtained, the ledge or ledges in quarries sampled shall be marked with an approved semi-permanent marking which will be readily visible during the period of riprap production. No rock shall be furnished from any ledge which has not been sampled, tested, and approved for use on this project.

1.6.2 Test Results

Results shall verify that materials comply with this specification. When a material source is changed, the new material will be tested for compliance. When deficiencies are found, the initial analysis shall be repeated and the material already placed shall be retested to determine the extent of unacceptable material. All in-place unacceptable material shall be replaced or modified as directed by the Contracting Officer's Representative.

1.6.3 *Initial Sampling and Testing*

Tests for soundness in freezing and thawing shall be performed on samples of material obtained from each ledge proposed for use as stone protection prior to start of construction. Test results shall describe type of failure of the discrete particles. Certified test results performed not longer than 12 months prior to delivery to the project together with the name of the owner of the quarry and the legal description shall be submitted to the Contracting Officer's Representative. The Contractor shall submit the name and location of each quarry proposed for use along with a geologic section of each quarry indicating the various rock units identified by geologic name of formation and member and indicate from what ledge the samples were obtained.

1.6.3.1 BULK SPECIFIED GRAVITY.

Bulk specified gravity shall be computed in accordance with ASTM C 127 except that the total sample shall weigh 5000 grams +2 percent and individual particles sahll weigh approximately 300 grams each. Stone protection material shall be tested in a saturated

surface-dry (SSD) condition. The computed bulk specific gravity so determined shall not be less than 2.55.

1.6.3.2 NOT USED

1.6.3.3 Soundness in Freezing and Thawing

The test for freezing and thawing shall consist of \-AASHTO T 103-\, Ledge Rock Method, Procedure C, modified as indicated below. The average loss at 50 cycles for five (5) test specimens shall not exceed 10.0 percent and maximum loss of any one specimen of the five shall not exceed 35.0 percent. The average number of "pieces" remaining in each of the five test specimens at the end of the test shall not exceed three (3) and maximum number of pieces remaining in any one specimen shall not exceed four (4).

1.6.3.3.1 Temperature

The temperature of the surrounding medium during freezing shall be maintained in the range of -20 to -10 degrees F.

1.6.3.3.2 Freeze/Thaw Cycle

The length of a freezing and thawing cycle shall be sufficient to totally freeze and totally thaw each piece of the same during each cycle. The laboratory shall specifically determine for each sample that the cycle used is sufficient to accomplish total freezing and total thawing and shall report this in the test report. However, in no case shall the cycle consist of less than 2-1/2 hours of freezing followed by 1 hour of thawing. The sample shall be held in the frozen condition whenever necessary to break the cycle (overnight, weekends, etc.).

1.6.3.4 Immersion

Procedure C, Partial Immersion shall be used, except that soaking prior to testing shall be in accordance with Procedure A.

PART 2 PRODUCTS

2.1 MATERIALS

2.1.1 General Requirements

All stone for stone protection shall be durable quarried rock as approved by the Contracting Officer's Representative. Individual pieces of stone protection in-place shall be free from cracks, seams, and other defects that will cause rapid or excessive deterioration or degradation during service. The stone protection shall contain not more than 5 percent of undesirable material by weight. Undesirable material is defined as individual pieces of stone which do not meet the quality requirements when tested as specified herein and which can be visually differentiated from the satisfactory pieces, plus dirt, sand, clay, and rock fines. Stone protection material shall not contain disintegrated granite or shale. The Contractor shall select the source or sources he proposes to use and perform the initial sampling and testing of the materials well in advance of the time when the material will be required in the work.

2.1.2 Riprap

The riprap shall consist of stone meeting the requirements specified herein and shall be in pieces approximately rectangular in cross section, free from thin slabby pieces having a maximum dimension more than four times the least dimension. Stone for riprap shall be reasonably well graded from coarse to fine. Dirt and fines of less than 1/2-inch maximum cross section, accumulated from interledge layers or from blasting or handling operations shall not exceed 5 percent by weight.

2.1.2.1 Stone Weight Limitations

The riprap shall be reasonably well-graded falling within the limits of the following gradations.

Riprap Type A (15-inch Layer Thickness)

Percent Lighter by Weight	Limit of Stone Weight in Lbs.
100	169-67
50	50-34
15	25-11

Riprap Type B (36-inch Layer Thickness)

Percent Lighter by Weight	Limit of Stone Weight in Lbs.
100	2,331-933
50	691-467
15	346-146

2.1.3 Bedding Material

Bedding material shall be at least equal in quality to that of the stone used for riprap and shall be well graded between the sizes specified. Bedding material shall be quarried stone, crushed cobbles, and crushed gravel consisting of particles having at least one fractured face. The material shall be composed of tough, durable particles, shall be reasonably free from thin, flat and elongated pieces, and shall contain no organic matter nor soft, friable particles in quantities considered objectionable by the Contracting Officer's Representative.

2.1.3.1 Gradation

Requirements for gradation specified shall apply to the completed bedding material. The bedding material shall be continously graded within the following limits:

Bedding for Type A Riprap (15-inch Riprap Layer Thickness)

Sieve Designation	Percentage by Weight Passing Square-mesh Sieve
2 inch	100
1 inch	80-100
1/2 inch	60-80
No. 4	40-60
No. 40	15-25

No. 200	0-5

Bedding for Type B Riprap (36-inch Riprap Layer Thickness)

Sieve Designation	Percentage by Weight Passing Square-mesh Sieve
3 inch	70-100
3/4 inch	50-70
No. 4	30-50
No. 10	15-35
No. 20	0-15

PART 3 EXECUTION

3.1 GENERAL

Quarry operations shall be controlled to produce a reasonably well-graded stone of required size, and the Contracting Officer may require changes as necessary to produce the required product. The Contractor's operations shall be conducted in a manner that will produce stone meeting the requirements specified and shall include selective quarrying, handling, and loading as required. Bedding composed of the specified bedding material shall be placed on the prepared subgrade where indicated on the drawings to form a backing for the riprap protection. Riprap placement shall follow placement of bedding material.

3.2 PLACEMENT

3.2.1 Bedding

Bedding material shall be spread uniformly on the prepared subgrade in a satisfactory manner to the slope lines, thickness, and grades indicated on the drawings or as directed. Placing of material by methods which will tend to segregate particle sizes within the bedding will not be permitted. Any damage to the surface of the bedding foundation during placing of the bedding shall be repaired before proceeding with the work. Compaction of the bedding material will not be required but it shall be finished to present a reasonably even surface free from depressions, mounds, or windrows.

3.2.2 Riprap

Riprap shall be placed on the bedding material within the limits shown on the drawings or as directed by the Contracting Officer's Representative. Riprap stone shall be placed in such manner as to produce a reasonably well-graded mass of rock with the minimum practicable percentage of voids. Riprap shall be placed to its full course thickness in one operation and in such manner as to avoid damage to the bedding material and to minimize segregation of the riprap. The larger stones shall be well distributed and the entire mass of stones in their final position shall be roughly graded to conform to the gradation specified. The finished riprap shall be free from objectionable pockets of small stones and clusters of larger stones. Placing riprap in layers will not be permitted. The desired distribution of the various sizes of stones throughout the mass shall be obtained by selective loading of the material at the quarry or other source; by controlled dumping of successive loads during final placing and placement. All stone shall be placed by means of clam, orange peel, or skip box. However, zero drop height placement procedures are to be utilized for riprap stone to avoid displacing or damaging the underlying bedding. Dumping of stone at the top of slopes and rolling

or pushing into place will not be permitted. Manipulating or moving stone at any time prior to placement by means of dozers or other blade equipment will not be permitted. Rearranging of individual stones by mechanical equipment or by hand will be required to the extent necessary to obtain a reasonably well graded distribution of stone sizes as specified above.

3.3 \+*FIELD GRADATION*\+\

3.3.1 General

If the material fails to meet the gradation limits specified, the Contractor shall discontinue placement of the material and adjust his operations or he shall propose another source. The Contractor shall verify with the necessary additional tests that acceptable materials are being produced. Tests which do not pass the gradation requirements will not be counted in the additional required tests above. All field tests will be performed by the Contractor at his expense.

3.3.2 Bedding

Field gradation tests of bedding material shall be performed by the Contractor after it has been placed. One sample from locations selected by the Contracting Officer's Representative shall be taken at each separate stone placement location and tested according to \-ASTM C 136-\.

3.3.3 Riprap

A field gradation test of riprap material shall be performed by the Contractor to determine if the material as delivered to the job meets the gradation requirements of this specification. A sample consisting of 3 to 5 tons shall be taken of material delivered to the job and checked for gradation and elongation. Gradation testing shall be determined according to \-ASTM D 5519-\. The material from the initial test that meets specifications shall be placed in a well marked area as designated by the Contracting Officer's Representative to serve as a visual model for acceptable material. Material that does not meet specifications shall not be counted as a required test. The Contractor shall state in writing the method used in blasting, processing, loading, and handling this sample, and shall notify the Contracting Officer's Representative any time any production methods are changed. Riprap material shall not be placed until the material delivered to the job has passed a field gradation test. At the discretion of the Contracting Officer's Representative, random loads will be dumped or the in-place material will be sampled and a gradation control check shall be performed by the Contractor at the discretion and under the supervision of the Contracting Officer's Representative.

3.4 PROTECTION

The Contractor shall maintain the riprap stone until accepted and any material displaced by any cause shall be replaced at his expense to the lines and grades shown on the drawings.

SECTION 02300

DIVERSION STRUCTURE/CULVERT STRUCTURES

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SECTION 02300

DIVERSION STRUCTURE/CULVERT STRUCTURES

PART 1 GENERAL

1.1 SUMMARY OF WORK

The work covered by this section consists of furnishing all plant, labor, equipment, supplies and materials and performing all operations necessary to construct the diversion structure/sluice gates, install the reinforced precast concrete pipe, optional precast box culvert under the Quarry Access Road, flap gates, timber piling at the culvert structures, and related work as shown on the drawings and specified herein.

1.2 GENERAL

The kind, size, and the location, grade, length and alignment of structures are indicated on the drawings; except that the Contracting Officer may direct some change in grade, length and alignment to accommodate field conditions.

1.3 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 basic designation only.

FEDERAL SPECIFICATIONS (FS)

\-FS TT-P-38D-\ Paint, Aluminum, Ready-Mixed

AMERICAN SOCIETY FOR TESTING AND MATERIALS PUBLICATIONS (ASTM)

\-ASTM A 36 REVA-\ (2000) Structural Steel

\-ASTM A 48 REVA-\ (1994) Gray Iron Castings

\-ASTM A 53-\ (2000) Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless

\-ASTM A 123-\ (2000) Zinc (Hot Galvanized) Coating on Products Fabricated from Rolled Pressed and Forged Steel Shapes, Plates, Bars and Strip

\-ASTM A 153-\ (2000) Zinc Coating (Hot-Dip) on Iron and Steel Hardware

\-ASTM A 126-\ (1995) Gray Iron Castings for Valves, Flanges, and Pipe Fittings

\-ASTM A 276-\ (2000a) Standard Specification for Stainless Steel Bars and Shapes

\-ASTM A 307-\ (2000) Carbon Steel Bolts and Sturdy, 60,000 PSI Tensile strength

\-ASTM A 500-\ (1999) Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes

\-ASTM A 563-\ (2000) Carbon and Alloy Steel Nuts

\-ASTM C 76-\ (2000) Reinforced Concrete Culvert, Storm Drain and Sewer Pipe

\-ASTM C 361-\ (1999) Reinforced Concrete Low-Head Pressure Pipe

\-ASTM C 443-\ (1988) Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets

\-ASTM C 789-\ (2000) Standard Specification for Precast Reinforced Concrete Box Sections for Culverts, Storm Drains, and Sewers

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

\-AASHTO M 168-\ (1996) Standard Specification for Wood Products

\-AASHTO M 170-\ (2000) Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe

AMERICAN NATIONAL STANDARDS INSTITUTE

\-ANSI B 18.2.2-\ (R1993) Square and Hex Nuts (Inch Series)

AMERICAN WATER WORKS ASSOCIATION (AWWA)

\-C 501-\ (1998) AWWA Standards for Sluice Gates

AMERICAN WELDING SOCIETY, INC. (AWS)

\-AWS D1.1-\ (2000) Code for Structural Steel Welding

AMERICAN WOOD-PRESERVERS' ASSOCIATION (AWPA)

\-AWPA C2-\ (2000) Lumber, Timber, Bridge Ties and Mine Ties - Preservative Treatment by Pressure Processes

\-AWPA C3-\ (1999) Piles - Preservative Treatment by Pressure Processes

\-AWPA M4-\ (1998) Standard for Care of Preservative-Treated Wood Products

\-AWPA P5-\ (2000) Standards for Waterborne Preservatives

STEEL STRUCTURES PAINTING COUNCIL SPECIFICATIONS (SSPC)

\-SSPC PAINT 16-\ (1991) Coal Tar Epoxy-Polymaide Black (or Dark Red) Paint

\-SSPC PAINT 20-\ (1991) Zinc-Rich Primers (Type I - Inorganic and Type II - Organic)

\-SSPC PAINT 25-\ (1991) Red Iron Oxide, Zinc Oxide, Raw Linseed Oil and Alkyd Primer (without Lead and Chromate Pigments)

\-SSPC PAINT 27-\ (1991) Basic Zinc Chromate-Vinyl Butyral Wash Primer

\-SSPC SP 1-\ (1982) Solvent Cleaning

1.4 NOT USED

1.5 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 01300 SUBMITTAL PROCEDURES:

SD-04 Drawings\

Precast Concrete Pipe joint details\; *GA1*\; *STCI*\

Sluice Gates\; *GA*\

Including thimbles and appurtenances.

Flap Gates\; *GA*\

Including appurtenances.

Steel and Metal Assemblies\; *GA1*\; *ST*\

Frames, Bolts, and all other fabricated metal items.

Precast Concrete Box Culvert\; *GA1*\; *ST*\

Complete design computations, fabrication, and erection drawings and placement diagrams for the precast units. The design computations shall be performed by a Professional Engineer Registered in the State of Nebraska. The submittal shall also include the Contractor's proposed methods of curing and storing the units in the casting yard and complete details of the method of casting, handling, transportation, and erecting the units, including type and location of lifting devices.

SD-08 Statements\

Dewatering\; *FIO*\

Water Filled Pipe Test Procedure\; *GA2*\

Method intended to be used.

SD-09 Reports\

Expansion Anchors\; *FIO*\

Copies of ICBO reports, including all allowable load data.

Precast Concrete Pipe\; *FIO*\

Testing\; *FIO*\.

Certified copies of laboratory test reports, including all test data. Copies of field tests shall also be submitted.

SD-13 Certificates\

Materials\; *FIO*\.

Welders\; *FIO*\.

Manufacturer's Certification of Compliance, that all materials used on this project meet the requirements of the specification under which it is furnished.
Certified copies of welders qualification test records showing qualification in accordance with \-AWS D1.1-\.

1.6 NOT USED

PART 2 PRODUCTS

2.1 *MATERIALS*

Materials shall conform to the requirements of the following.

2.1.1 Structural Metal

\-ASTM A 36-\.

2.1.2 Steel Handrails, Including Carbon Steel Inserts

Steel handrails, including inserts in concrete, shall be steel pipe conforming to \-ASTM A 53-\ or structural tubing conforming to \-ASTM A 500-\, Grade A or B of equivalent strength. Exterior railings shall be hot-dip galvanized. Pipe collars shall be steel and hot-dip galvanized.

a. Fabrication: Joint posts, rail, and corners shall be fabricated by one of the following methods:

(1) Flush-type rail fittings of commercial standard, welded and ground smooth with railing splice locks secured with 3/8 inch hexagonal-recessed-head setscrews.

(2) Mitered and welded joints made by fitting post to top rail and intermediate rail to post, mitering corners, groove welding joints, and grinding smooth. Butt railing splices and reinforce them by a tight fitting interior sleeve not less than 6 inches long.

(3) Railings may be bent at corners in lieu of jointing, provided bends are made in suitable jigs and the pipe is not crushed.

b. Removable sections shall be provided as indicated.

2.2 Expansion Anchors

Expansion anchors shall be wedge type anchors that have tested and listed in the International Conference of Building Officials (ICBO) and in the Underwriters Laboratories (UL). Anchor bolts shall be stainless steel or galvanized of the sizes indicated on the drawings. The anchors shall provide a minimum allowable tensile load of 1380 pounds for 1/2 inch diameterof 2540 pounds for 3/4 inch diameter and a minimum allowable shear load of 2080 pounds for 1/2 inch diameterof 4280 pounds for 3/4 inch diameter anchors. The allowable loads shall not be greater than the anchors ultimate load capacity divided by a factor of safety of 4.

2.2.1 Sluice Gates

Sluice Gates shall conform to \-AWWA C 501-\.

2.2.2 Cast Iron Flap Gate Leaves, Frames, Guides and Thimbles

Cast Iron Flap Gate Leaves, Frames, Guides and Thimbles shall conform to \-ASTM A 126-\. Class B.

2.2.3 Bolts

Bolts shall conform to \-ASTM A 307-\ galvanized in accordance with \-ASTM A 153-\.

2.2.4 Nuts

Nuts shall conform to \-ASTM A 563-\ Grade A and shall be a square hex type meeting \-ANSI B 18.2.2-\ ; all nuts shall be galvanized in accordance with \-ASTM A 153-\.

2.2.5 Washers

Washers shall be plain, round, hardened, and galvanized in accordance with \-ASTM A 153-\.

2.2.6 Paints

Paints shall conform to the following specifications:

2.2.6.1 Aluminum Paints for Floor Stands, Gear Boxes and Stem Covers

The prime coat shall consist of paint conforming to \-SSPC PAINT 25-\. The aluminum paint shall conform to Specification \-FS TT-P-38D-\.

2.2.6.2 Zinc Primer Coating for Floor Stands, Gear Boxes and Stem Covers

Shall be a zinc primer coating conforming to the requirements of Specification \-SSPC PAINT 20-\, Type as appropriate.

2.2.6.3 Coal-tar Paints for Cast-iron Flap Gates

The paint shall conform to Specification \-SSPC PAINT 16-\.

2.2.6.4 NOT USED

2.2.6.5 Paint Certification

The Contractor shall furnish certification from the manufacturer of the paint that each type of paint used conforms completely to the requirements of the applicable specifications.

2.2.7 Concrete

Concrete and *Reinforcing Steel*\ shall conform to the requirements of SECTIONS: 03300 and 03200.

2.2.7.1 NOT USED

2.2.8 *Precast Concrete Pipe*

Shall conform to \-ASTM C 76-\ and \-AASHTO M 170-\, class as shown on the drawings, Wall B minimum. The pipe joints and rubber gaskets shall conform to \-ASTM C 361-\. The rubber gasket shall be the Confined "O" Ring Type. Performance requirements for pipe joints shall be in accordance with \-ASTM C 443-\. Holes through the pipe, such as those used for handling will not be permitted.

2.2.9 NOT USED

2.2.10 Headwalls

Construction shall be of reinforced concrete, as indicated.

2.2.11 Flared End Sections

Sections shall be of a standard design of the pipe manufacturer and manufactured of the same materials as specified for the pipe.

2.2.12 NOT USED

2.2.13 NOT USED

2.2.14 NOT USED

2.2.15 Timber for Piling and Stringers

Timber piling and stringers shall be Douglas fir (Inland Region), yellow pine, eastern spruce, west coast hemlock, larch, or cypress, standard or common structural grade, rough sawn treated with preservatives. Timber piling shall conform to \-AASHTO M 168-\.

2.2.15.1 Preservative Treatment

Preservative treatment of piles shall be in accordance with the applicable requirements of \-AWPA C3-\. All stringers and timbers shall be treated in accordance with \-AWPA C2-\ with waterborne preservatives listed in \-AWPA P5-\ to a retention level of 0.25 pcf intended for above ground use and 0.40 pcf intended for ground contact and fresh water use. Exposed areas of treated wood that are cut or drilled after treatment shall receive a field treatment in accordance with \-AWPA M4-\.

2.2.16 Metal Couplers for Reinforced Concrete Pipe

The couplers used to join reinforced concrete pipe sections as shown on the drawings, shall be as recommended and supplied by the pipe manufacturer.

2.2.17 Ladders

Ladders for all structures shall be constructed of structural metal as detailed on the drawings. A pre-manufactured ladder of greater or equal quality may be used with prior approval of the Contracting Officer.

2.2.18 OPTIONAL PRECAST BOX CULVERT

The contractor has the option of using a precast box culvert under the Quarry Access Road subject to approval of the contracting officer. The precast box concrete units shall be products of a manufacturer regularly engaged in the production of similar precast concrete products. The precast concrete box sections shall conform to ASTM C789 standard sections. The precast concrete units shall be produced under a rigid factory inspected process requiring molding in dimensionally stable forms or other shown on the drawings. Selection of the fabricator shall be made by the Contractor subject to the approval of the Contracting Officer. The units shall be constructed by approved methods utilizing concrete and materials, meeting the requirements specified hereinbefore. The specified 28 day compressive strength of the concrete in the precast units shall be a minimum of 4000 psi and 5000 psi for prestressed. Designed requirements of the precast box culvert are specified on Drawing S-1.

2.2.19 Staff Gage

Staff gage shall be porcelain enamelded steel. The gage shall have 3-inch high black numbers fastened with an epoxy adhesive to the concrete diversion structure as indicated on the drawings. The adhesive shall be a type as recommended by the staff gage manufacturer.

PART 3 EXECUTION

3.1 *STEEL AND METAL ASSEMBLIES*

All structural metal and metal assemblies shall be provided in accordance with the dimensions, lines and grades shown on the drawings. All connecting elements as welds, bolted connections and other joints shall be secure and permanent. All steel assemblies shall be galvanized after fabrication unless noted otherwise.

3.1.1 Ladders

Ladders shall be installed as detailed on the drawings.

3.1.2 Welding

Welding, unless otherwise specified, of structural steel shall conform to the provisions of AWS D1.1. *Welders*\ shall be certified in accordance with AWS D1.1.

3.1.3 Galvanizing

Galvanizing shall be in accordance with \-ASTM A 123-\ . Galvanizing shall be applied after fabrication.

3.1.3.1 Regalvanizing

Major damage to galvanizing on items furnished by the Contractor under this contract as a result of moving, handling and installation shall be repaired by and at the expense of the Contractor. Major damage shall be considered to be crushed or chipped-off zinc coating, and worn spots caused by abrasion which exceeds 1 square inch in area shall be regalvanized in the shop or factory by removing the zinc coating of the damaged area, acid stripped and the base metal prepared prior to regalvanizing.

3.1.3.2 Field Repair

Slight damage to galvanizing on items furnished by the Contractor under this contract as a result of construction operations shall be repaired by and at the expense of the Contractor. Slight damage shall be considered to be crushed or chipped-off zinc coating and worn spots caused by abrasion on small localized areas not exceeding 1 square inch in area. Damaged areas shall be carefully cleaned and touched up with two coats of \-SSPC Paint 20-\, Type II, or other approved zinc-rich paint.

3.1.3.3 Field or Shop Repair Option

Galvanizing damaged during shop or field fabrication by welding or cutting and unable to be regalvanized shall be shop or field painted (at the Contractor's option and expense) with two coats of galvanizing repair paint or two coats of zinc primer as specified herein.

3.2 NOT USED

3.3 INSTALLATION OF PIPE

3.3.1 Shaped Bedding

Shaped Bedding: The structures shall be installed on firm existing ground prior to placing embankment unless otherwise permitted. After the pipe trench has been excavated to permit placement of pipe to the lines and grades shown on the drawings, the bottom shall be shaped to provide a bedding surface, firm but slightly yielding and of uniform density throughout the entire length of the trench. The bedding surface shall be shaped to fit the bottom of the pipe so that the bottom arc is subtended by a chord equal to 50% of the diameter of the pipe. If necessary, adjustment in grade will be made during installation as directed by the Contracting Officer.

3.3.2 Placing of *Precast Concrete Pipe*

Pipe and accessories shall be handled in such manner as to insure delivery to the trench in sound, undamaged condition. Rubber gaskets that are not to be installed immediately shall be stored in a cool dark place and out of the direct rays of the sun. Pipe and accessories shall be carefully lowered into the trench by means of a derrick, ropes, belt slings, or other suitable equipment. Under no circumstances shall any of the piping materials be dropped or dumped into the trench. Pipe shall be laid to the lines and grades indicated on the drawings. Maximum allowable deflection from a straight line or grade will be 5 degrees unless otherwise recommended by the manufacturer. Except as authorized by the Contracting Officer, pipe shall be laid with the spigot pointing in the direction of flow. The full length of each pipe shall rest solidly upon the pipe bed, with recesses excavated to accommodate bells and joints. Pipe that has the grade or joint disturbed after laying shall be taken up and relaid. Pipe shall not be laid in water or when trench conditions are unsuitable for the work. Before laying pipe, the outside surface of the spigot and the inside surface of the bell shall be cleaned and an acceptable vegetable-compound lubricant applied to the inside surface of the bell and to the rubber gasket. After the pipe has been forced together, the position of the gasket shall be checked with a feeler gage.

3.3.3 NOT USED

3.3.4 Gaskets and Jointing Materials shall be installed in accordance with the recommendation of the particular manufacturer in regard to the use of lubricants, cements, adhesives, and other special installation requirements. Surfaces to

receive lubricants, cements, or adhesives shall be clean and dry. Gaskets and jointing materials shall be affixed to the pipe not more than 24 hours prior to the installation of the pipe, and shall be protected from the sun, blowing dust, and other deleterious agents at all times. Gaskets and jointing materials shall be inspected before installation of the pipe, and any loose or improperly affixed gaskets and jointing materials shall be removed and replaced. The pipe shall be aligned with the previously installed pipe and the joint pulled together. If, while making the joint, the gasket or jointing material becomes loose and can be seen through the exterior joint recess when the joint is pulled up to within 1 inch of closure, the pipe shall be removed and the joint remade. After the pipe has been installed and before the concrete cradle or any backfill had been placed, the exposed outside pipe joint shall be filled with grout. The interior joint shall be filled with cement-mortar after pipe installations if required. The interior joint shall ideally show a 1/4-inch gap, and in no case shall the gap be over 1/2-inch.

3.4 *SLUICE GATES*\

3.4.1 General

The Contractor shall furnish and install 72 inch high and 84 inch wide rectangular flush bottom disc sluice gate with resilient seal mounted along the bottom of the gate and the floor stand as indicated on the drawing complete with all necessary appurtenances. The Contractor shall furnish and install a wall thimble for the sluice gate. The gate shall be capable of withstanding a minimum unseating head of 54 feet and a seating head of 17 feet. The size of opening shall be the dimensions required. Floor stands shall be of the heavy duty type, capable of opening and closing the gate under the operating head of 20 feet. All component parts shall be so proportioned that they will withstand, without distortion or damage, the full stress to which they may be subjected during erection or service. The gate, lift, and accessories shall be the product of one manufacturer regularly engaged in the manufacturing of similar units. The gate and all appurtenances shall meet the requirements of AWWA C501 or as modified per these specifications.

3.4.2 Frames

Frames except as noted, shall be cast iron and shall be cast in one piece. All contact surfaces of the frame shall be machined. Bronze seat facing shall be furnished for the 72 inch x 84 inch gate and shall be firmly secured in finished grooves in the frame in such a way as to ensure that they will remain in place, free from distortion and loosening during the life of the sluice gate. Bronze seat facing shall be machined and ground or scraped to a watertight joint with the gate leaf facing.

3.4.3 Wall Thimble

A Wall Thimble shall be furnished for the 72 inch x 84 inch gate and shall be cast iron with front flange machined smooth for mounting the gate frame. Stud holes shall be drilled and tapped to match the mounting holes of the gate frame. Thimble shall have an "F" type cross section.

3.4.4 Gate Guides

Gate Guides for the 72 inch x 84 inch gate shall be cast iron and of sufficient length that not less than one-half of the gate leaf is within the guides when the gate is fully opened. The guides shall be machined to fit the frames and shall be bolted to it or secured by anchor bolts or cast integrally with it. Fully adjustable bronze wedge facings, machined

on all bearing surfaces, shall be attached to the frame assembly at the points of contact and shall make accurate contact with the wedges of the gate leaf.

3.4.5 Gate Leaf

The gate leaf, except as noted, shall be of cast iron, consisting of a flat plate reinforced with horizontal and vertical ribs to transmit the load uniformly onto the bearing surfaces. The 72 inch x 84 inch gate leaf shall have a heavily reinforced cast bracket or pocket for receiving the stem nut. Bronze seat facings where required shall be accurately machined to ensure a close fit for the full length of the leaf.

3.4.6 Stems, Couplings and Stem Guides

The gates shall be provided with stainless steel rising stem of sufficient diameter to withstand without buckling the thrust due to closing the gate. The stem shall be attached to the gate leaf by a bronze or stainless steel thrust nut, threaded and secured by key to the stem, and fixed in the leaf to prevent turning. The shop drawings shall show in detail the exact arrangement of the thrust nut and key. Stem sections shall be joined together by high tensile strength bronze couplings with machine cut threads. Stem guides shall be fabricated from steel conforming to \-ASTM A 36-\ and shall be furnished as required. Stem guides shall be fully adjustable in two directions and shall be provided with bronze bushings.

3.4.7 Materials

Sluice gate anodes, components, and parts shall be as specified herein. Anchor bolts, adjusting bolts, studs, nuts, and cap screws on the gate and frame shall conform to the requirements specified for stainless steel.

3.4.8 Floor Stand and Gear Box

Floor stand for the sluice gate shall be of the rising stem, double speed, geared, hand-crank type. It shall be equipped with ball or roller type thrust bearings above and below the operating nut to take both upward and downward thrust. The operating nut shall be of bronze, with acme threads, driven by steel bevel gears or a combination of spur and bevel gears with machine-cut teeth. The gear ratio shall be a minimum of 4:1. The maximum pull on the crank or handwheel shall not exceed 40 lbs. for operation of the gate. With 16 turns per minute of the crank or handwheel, the rate of closing or opening the gate shall be not less than 1 inch per minute. The floor stand and gear box shall be capable of operating with only minor maintenance (lubrication, external cleaning, etc.) after being immersed in water. The top of the rising stem shall be fitted with a threaded stop nut, capable of being fixed in the adjusted position, to prevent downward overtravel of the stem. The stem shall also be provided with an adjustable collar which, by contact with the body of the hoist or concrete slab, will prevent upward overtravel of the stem. All working parts shall be fully enclosed and arranged for complete lubrication. The floor stand shall be equipped with a substantial vandal-proof, dirt-proof stem cover and a position indicator which will accurately indicate the position of the gate leaf. Where counter type position indicators are furnished, "open" and "closed" readings shall be stamped on a brass plate that shall be permanently fastened to the floor stand. Markers shall be provided to indicate the direction of rotation of the crank or handwheel for opening or closing the gate. Hand crank or handwheel shall be readily removable when the gate is not in operation. A locking cap or device to be in place when the hand crank or handwheel is removed shall be provided by the Contractor. A padlock shall provide positive locking of the device such that the hoist stub shaft cannot be operated by unauthorized persons.

3.4.9 Installation

The thimble cast in the concrete shall be accurately and securely set true to alignment and plumb prior to placing the concrete. Wall thimbles shall be internally braced during concrete placement. Any tightening of stud bolts shall be carried out with the leaf lightly wedged in the frame, in order to prevent springing of the frame. Floor stand and stem guides shall be set so that the stem slides smoothly in true alignment. The stand shall be firmly anchored and grouted as necessary with a nonshrink mixture. All wedges on the gate shall be adjusted to approximately the same tension. Adequate supply of bolts and nuts shall be provided to assure secure anchorage of the frame and stand to the basic structure and required connections. A mastic type gasket shall be provided between the frame and wall thimble.

3.4.10 Sluice Gates Anodes

The Contractor shall install six 7.5 pound magnesium marine anodes to the sluice gate as shown on the drawings. The anodes shall be a marine type anode made of cast magnesium and plastisol coated. The anodes shall be square or rectangular, weigh 7.5 pounds, and have a 3/4-inch diameter schedule 40 galvanized pipe core cast into the anode. Prior to mounting the anodes on the gate, the plastisol coating on the surface of the anodes shall be cut away, to expose the magnesium. Also, plastisol on the embedded pipe in the anode shall be removed as necessary to provide good metal-to-metal contact between the gate, the bolt and the anode. The anodes shall conform to the following composition limits:

Aluminum - 5.3 to 6.7%
Manganese - 0.15% Min.
Silicon - 0.10% Max.
Nickel - 0.002% Max.
Zinc - 2.5 to 3.5%
Copper - 0.02% Max.
Iron - 0.003% Max.
Other Impurities - 0.30% Max.
Magnesium - Remainder

The anodes shall be manufactured by a company regularly engaged in the manufacturer of this type of product.

3.5 AUTOMATIC, EXTERNAL TYPE *FLAP GATES*\ AND FRAMES

3.5.1 General

An automatic flap size of the shown on the drawings shall be placed accurately to the lines and grades required. The Contractor design and installation of the gate shall be such that the flap cannot be opened to the extent that it will not close by its own weight and such that the flap cannot become lodged in the opening of the frame. All contact surfaces between the flap and frame shall be such as to seat tightly and insure close fit with a minimum of leakage. The gate shall be designed to adequately withstand a seating head of 25 feet. Flap gates mounted on concrete may have spigot-back or flat-back type frames. Frames shall be connected to the anchor bolts as shown on the drawings. Anchor bolts shall be accurately and securely set true to alignment and plumb prior to placing the concrete. Contractor has option to use expansion anchors in lieu of the anchor bolts. Gates shall be round type. Regardless of camber, flap gates shall hang to close at all times, either through an adjustment of the hanger fastening at the top connection with the gate frame, or the stub end shall be set at zero or flat grade. Round flap gates may be cast iron or structural steel at the Contractor's option.

3.5.2 Cast-iron Flap Gates

The flap gate leaf and frame shall be cast iron with ribbed reinforcing as necessary. Hinge link bars shall be structural steel. Cast-iron flap gates shall be painted after fabrication and before assembly as specified herein.

3.5.3 Structural Steel Flap-Gates

The flap gate leaf and frames shall be stainless steel in accordance with \-ASTM A 276-\. Structural stainless steel flap gates shall be set to tolerance by a factory representative. Bending of the hinge assembly will not be permitted.

3.5.4 All Connecting Bolts, Anchor Bolts and Hinge Pins shall be stainless steel.

3.5.5 Side-hinged Gates will not be permitted.

3.5.6 Angle-hinged and Top-hinged Round Flap Gates are permissible.

3.5.7 Tolerances

The gate shall be so constructed that when in a seated position without pressure the seating tolerance between the frame and the gate leaf shall not exceed 0.05 inch.

3.6 Installation of Steel Handrails

Installation shall be by means of pipe sleeves secured to base plates and anchored by expansion anchors.

3.7 REINFORCED CONCRETE STRUCTURES

Concrete structures shall be constructed to the lines, grades and dimensions as shown on the drawings. Concrete and steel reinforcement shall be provided and placed in accordance with the applicable provisions of SECTIONS: 03300, 03310 and 03311. The structures shall be placed upon a firm foundation of uniform density. Soft spots shall be excavated to the limits designated by the Contracting Officer, and backfilled in accordance with SECTION: 02221 EXCAVATION, FILLING AND BACKFILLING FOR STRUCTURES . If the Contractor overexcavates the structure site, he may have the option of backfilling to the lines and grades shown on the drawings in accordance with SECTION: 02221 EXCAVATION, FILLING AND BACKFILLING FOR STRUCTURES, or by placing concrete.

3.8 TIMBER PILING

Timber piling at outlet structures shall be constructed as shown on the drawings and specified herein.

3.8.1 Piles

Piles shall be treated and shall be cut from sound, live trees, except that fire killed, blight killed, or wind felled timber may be used if not attacked by decay or insects. They shall be free from decay, loose knots, black or decayed knots, wind shakes, splits, worm holes, pecks, or other defects, of such a character and to such a degree as would impair their strength or durability or otherwise render them unfit for the purposes for which they are to be used.

3.8.1.1 Pile Preparation and Acceptance

The diameter of the pile in cases where it is not exactly round shall be determined by measuring the circumference and dividing the number of inches by 3.14. The diameter shall be not less than 12 inches at the butt. Each pile shall have even and gradual taper from end to end and shall be generally straight. Piles crooked in more than one plane will not be accepted. All piles shall be stripped free from bark; the limb growth shall be cut off close and smooth; and the butt shall be sawed smooth and square with the centerline of the pile. The tip of each pile to be driven shall be sharpened to a point 3 inches in diameter or 3 inches square, and the length of scarf shall be about one and one-half times the diameter of the pile before pointing. When the butt of the pile is trimmed by the Contractor in order to place it under the hammer, a scarf with an even gradual taper shall be made to firmly seat the hammer on the pile.

3.8.1.2 Stringers

Stringers shall be square cut full dimension, rough lumber.

3.8.2 Placing

Piles shall be driven as accurately as practicable in the correct locations, true to line both laterally and longitudinally and to the vertical lines, all as indicated on the drawings. A lateral deviation from the correct location at the cutoff elevation of not more than 1 inch will be permitted. A variation in slope of not more than 1/4-inch per foot of longitudinal axis will be permitted. The correct relative position of piles shall be maintained by the use of templates or by other approved means. Any pile driven out of correct location or damaged shall be pulled and redriven or replaced by the Contractor at no additional cost to the Government. Jetting of pile will be permitted as approved.

3.8.3 Driving

Piles shall be driven by an approved steam hammer or air hammer or other means as approved of a size and type suitable for the work. The weight of the moving parts of the hammer shall be at least 1/3 the weight of the pile to be driven. The hammer shall be operated at all times at the steam or air pressure ad at the speed recommended by the manufacturer. Piles shall be protected during driving by a cushion and cap of approved design. Pile drivers shall have firmly supported leads extending to the lowest point the hammer must reach to drive the piles to cutoff elevation without use of a follower. A pile shall not be driven until it is approved for driving. Each pile shall be driven continuously and without voluntary interruption until the required depth of penetration has been attained. Deviation from this procedure will be permitted only in case the driving is stopped by causes which could not reasonably have been anticipated. The jetting equipment shall be of a type and capacity approved by the Contracting Officer.

3.9 OPTIONAL PRECAST CONCRETE BOX SECTIONS.

Prior to placement of the optional box culverts, the foundation shall be compacted and a 2 inch layer of lean concrete shall be placed to form a foundation for the precast box culvert. Lean concrete shall conform to the requirements specified herein before except it shall have a 28 day compressive strength of 1000 psi. The box culverts shall be carefully minimum placed to the lines and grades shown on the plans. As each section is placed, a cold-applied plastic sealing compound with a flat tape form similar and equal to Ram-Neck shall be carefully placed to form a tight joint when the sections are placed together.

3.10 STAFF GAGE

3.10.1 Surface Preparation

Surfaces shall be prepared in accordance with written instructions of the adhesive manufacturer and as specified herein. All surfaces shall be completely dry, clean, and free of films of dust and oil at time of application of adhesive.

3.10.1.1 Concrete Surfaces

Concrete surfaces to which the staff gage and numerals are to be attached shall have no abrupt irregularities in excess of 1/16 inch and no gradual irregularities in excess of 1/4 inch. Surfaces not meeting the above requirements

3.11 PAINTING

3.11.1 Floor Stands, Gear Boxes and Stem Covers

All floor Stands, Gear Boxes and Stem Covers shall be painted with one coat of aluminum paint as specified herein. All surfaces of shall be cleaned and painted with one prime coat of red iron oxide primer and two finish coats of phenolic aluminum paint, or, at the Contractor's option, shall be painted with one prime coat and one finish coat of zinc primer.

3.11.2 Cast-iron Gates

All cast-iron gates and frames shall be painted three coats of coal-tar (black) paint in accordance with \-SSPC 16-\ as specified herein. A special primer shall be applied as an additional coat under the coal-tar base paint if/as recommended by the paint manufacturer. The paint shall be heavily applied by brush or spray at a cover rate of approximately 80 square feet per gallon to give a total dry film thickness of at least 20 mils for the completed system. The paint shall not be thinned unless recommended by the paint manufacturer. If brushed, the strokes shall be at right angles to those of the preceding coat. Application and drying time between coats shall be as recommended by the paint manufacturer. Paint shall be shop applied by the manufacturer of the gates. Following installation all surfaces specified to have received coal-tar paint coverage, which have been damaged shall be given three coats of paint as specified for original painting.

3.11.3 NOT USED

3.11.4 Preparation of Surfaces

Regardless of the paint system used, surfaces to be painted shall be clean in accordance with \-SSPC SP 1-\ and dry before applying paint. Grease, dirt and other soiling substances shall be removed from surfaces to be painted by means of emulsions, steam solvents or others approved means. Rust and loose mill scale shall be removed by high speed power brushing, scraping, chipping, disc-sanding or other approved means. Welds and adjacent surfaces to the extent affected by welding shall be given special treatment by scraping, chipping and wire brushing to insure that flux, slag, and weld spatter are removed. Following mechanical cleaning, the weld and adjacent surfaces shall be treated in accordance with \-SSPC Paint 27-\ . The diluted material shall be applied by brush or sponge and allowed to remain one-half minute or longer, followed by thorough wiping with clean wet rags.

3.11.5 Touch-up Painting

Following installation, all surfaces which have been damaged shall be prepared and repainted to provide a finished coating equivalent to the original coating.

3.12 *TESTING*\

3.12.1 Hydrostatic Tests for Concrete Pipe Under Levees

3.12.1.1 Shop Testing Concrete Pipe

The full length of concrete pipe and joints under levees shall be tested for leakage as follows: A hydrostatic test shall be made on the watertight joint types proposed. Only one sample joint of each type needs shop testing; however, if the sample joint fails because of faulty workmanship, an additional sample joint may be tested. During the test period the joint shall be protected from high temperatures that might soften or adversely affect the jointing materials. The possibility that some water may be absorbed by concrete pipes during his test will be considered before rejecting any rubber seals proposed. Performance requirements for joints in reinforced concrete pipe shall conform to \-ASTM C 443-\, except that tests shall be performed at an internal hydrostatic pressure of 10 psi minimum for a 20-minute period.

3.12.1.2 Field Joint Tests

Hydrostatic pressure tests on all concrete pipe joints under levees shall be made by the Contractor after the pipe has been installed but prior to placing any backfill except that required for bedding the pipe. Testing of joints shall be made by use of a Contractor-furnished Joint Tester approved by the Contracting Officer, except complete water fill test can be made for pipes under 24 inches in diameter. Joints shall be required to withstand an internal hydrostatic pressure of 10 psi minimum without visible leakage for times indicated below. After backfilling the pipe, the Contracting Officer may require additional hydrostatic tests of any joints which by inspection do not appear to be watertight.

3.12.1.2.1 Water filled pipe test

Filling shall be accomplished so that all air is expelled from the pipe during the test. The Pipe shall be maintained at 10 psi minimum for a period of not less than one hour, or such additional time as may be required for a complete inspection . The possibility that some water may be absorbed by the concrete pipes during this test will be taken into consideration before rejection of any rubber seals proposed. Water shall be added as necessary to maintain the pipe completely full under the specified head. The contractor shall develop a procedure and be responsible for holding the pipe securely together during the test. The procedure shall be submitted to the Contracting Officer for approval.

3.12.1.2.2 Joint Tester

Furnish joint testing units capable of testing 24, 30 and 42 inch diameter pipe joints to 10 p.s.i. The unit shall be a large Diameter Joint Tester acceptable to the Contracting Officer. The unit shall consist of a control panel and necessary pump, gages, valves, and hoses. Use water as a testing fluid. The Contractor shall have the gages calibrated, at no cost to the Government, by an independent testing laboratory approved by Contracting Officer. The results shall be submitted to Contracting Officer for approval prior to commencing tests. Test at 10 p.s.i. for 20 minute duration. The allowable pressure drop shall be determined by averaging the results of three 20-minute tests conducted at 10 p.s.i. on a straight, nonjointed section of pipe. Obtain approval from Contracting Officer of allowable pressure drop calculation. Records of joint testing shall be furnished to the

Contracting Officer. Mark any joint which does not maintain the required pressure for the 20 minute duration. Required joint pressure equals Test pressure minus allowable Pressure Drop. Joints that fail to maintain pressure shall be disassembled and all inferior elements replaced. Joint shall be retested and corrections made as necessary to meet the above pressure test. All work shall be approved by the Contracting Officer.

3.12.1.3 Defects or Visible Leakage from Joints or Pipe

Defects or visible leakage from joints or pipe shall be corrected. The subgrade shall be inspected at the end of joint testing to determine if the portion of the joints in contact with the ground has leaked. Defective pipe or joints disclosed in the hydrostatic test shall be replaced and the test repeated until the results are satisfactory to the Contracting Officer.

3.12.2 Tests for Acceptance of Materials

Tests for acceptance of materials shall be made by the Contractor in accordance with the Contract Clause titled: Inspection of Construction. In lieu of actual acceptance tests on materials, the Contractor may be required to furnish (3) certified copies of certificates of compliance with the specifications.

3.12.3 Tests for Sluice Gate

Shop tests of gate and equipment will be required. The gate shall be completely assembled in the shop and checked to ensure that all parts fit accurately together. Closure of gate leaf against the gate frame fit and interchangeability of parts shall be specifically and accurately checked. After installation, the gate assembly shall be tested in the presence of the Contracting Officer.

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SECTION 02457N

STEEL SHEET PILES
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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 the basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 36/A 36M	(1997; Rev. A) Carbon Structural Steel
ASTM A 328/A 328M	(1998) Steel Sheet Piling
ASTM A 572/A 572M	(1998) High-Strength Low-Alloy Columbium-Vanadium of Structural Steel

AMERICAN WELDING SOCIETY (AWS)

AWS D1.1	(1998) Structural Welding Code - Steel

1.2 SUBMITTALS

Submit the following in accordance with Section 01330, "Submittal Procedures."

SD-02 Shop Drawings

Steel sheet piles

Submit drawings for approval prior to start of the work or ordering materials. Include details of top protection, special reinforcing tips, tip protection, lagging, splices, fabricated additions to plain piles and driving, cut-off method, and corrosion protection. Drawings for sheet piling including fabricated sections shall show complete dimensions including minimum section properties and details of piling and the driving sequence and location of piling. Include details and dimensions of templates and other temporary guide structures for installing the piling. Provide details of the method of handling piling to prevent permanent deflection, distortion or damage to piling interlocks.

SD-07 Certificates

Pile pulling method

Material certificates

Pile driving equipment

SD-11 Closeout Submittals

Pile driving record

1.3 DELIVERY AND STORAGE

Handle piling using handling holes or lifting devices. Handle long length piles with care to prevent damage. Support on level blocks or racks spaced not more than 10 feet apart and not more than 2 feet from the ends. Supports between multiple lifts shall be in a vertical plane. Protect piling to prevent damage to coatings and to prevent corrosion prior to installation.

1.4 QUALITY ASSURANCE

1.4.1 Material Certificates

Submit for each shipment certificates and identified with specific lots prior to installing piling. Identification data should include piling type, dimensions, chemical composition, mechanical properties, section properties, heat number, and mill identification mark.

1.5 EQUIPMENT

1.5.1 Pile Driving Equipment

Submit descriptions of pile driving equipment to be employed in the work to the Contracting Officer for approval. Descriptive information includes manufacturer's name, model numbers, capacity, rated energy, hammer details, cushion material, helmet, templates, and jetting equipment.

PART 2 PRODUCTS

2.1 STEEL SHEET PILES

Meet the requirements specified herein. Heavy gage hot-rolled sheet piling shall conform to ASTM A 328/A 328M. Form heavy gage cold-formed sheet piling from hot-rolled steel meeting the chemical and mechanical requirements of ASTM A 328/A 328M or ASTM A 572/A 572M, Grade 50. The interlock of sheet piling shall be free-sliding, allow a swing angle of at least 5 degrees when threaded and maintain continuous interlocking when installed. Sheet piling shall be full-length sections of the dimensions shown. Provide sheet piling with standard pulling holes.

2.2 STEEL PLATES

Structural steel plates for splices and other fabrication appurtenances shall conform to ASTM A 36/A 36M.

PART 3 EXECUTION

3.1 EARTHWORK (UNDERWATER FILL)

Underwater fill shall be placed in accordance with Section 02715. Sheet pile shall be driven after underwater fill placement has been accepted by the Contractor.

3.2 INSTALLATION

3.2.1 Pile Hammer

Use a pile hammer having a delivered force or energy suitable for the total weight of the pile and the character of subsurface material to be encountered. Operate hammer at the rate(s) recommended by the manufacturer throughout the entire driving period. Repair damage to piling caused by use of a pile hammer with excess delivered force or energy.

3.2.2 Pile Protection

Use a protecting cap during driving to prevent damage to the top of the sheet piling.

3.2.3 Templates

Prior to driving, provide template or driving frame suitable for aligning, supporting, and maintaining sheet piling in the correct position during setting and driving. Use a system of structural framing sufficiently rigid to resist lateral and driving forces and to adequately support the sheet piling until design tip elevation is achieved. Provide at least two levels of support, not less than 20 feet apart. Templates shall not move when supporting sheet piling. Fit templates with wood blocking to bear against the web of each alternate sheet pile and hold the sheet pile at the design location alignment. Provide outer template straps or other restraints as necessary to prevent the sheets from warping or wandering from the alignment. Mark template for the location of the leading edge of each alternate sheet pile. If in view, also mark the second level to assure that the piles are vertical and in position. If two guide marks cannot be seen, other means must be used to keep the sheet pile vertical along its leading edge.

3.2.4 Pile Driving

Maintain piling vertical during driving. Drive piles in such a manner as to prevent damage to the piles and to provide a continuous closure. Where possible, drive Z-pile with the ball end leading. If an open socket is leading, a bolt or similar object placed in the bottom of the interlock will minimize packing material into it and ease driving for the next sheet. Incrementally sequence driving of individual piles such that the tip of any sheet pile shall not be more than 4 feet below that of any adjacent sheet pile. When the penetration resistance exceeds five blows per inch, the tip of any sheet pile shall not be more than 2 feet below any adjacent sheet pile.

3.2.5 Jetting of Piles

Jetting may be used at no additional cost to the Government.

3.2.6 Pre-Augering or Spudding of Piles

Pre-augering or spudding of piles may be used at no additional cost to the Government.

3.2.7 Cutting and Splicing

Piles driven to refusal or the point where additional penetration cannot be attained and are extending above the required top elevation in excess of the specified tolerance shall be cut off to the required elevation. Piles

driven below the required top elevation and piles damaged by driving and cut off to permit further driving shall be extended as required to reach the top elevation by splicing when directed by the Contracting Officer. If directed by the Contracting Officer, splice piles as required to drive them to depths greater than shown on the drawings and extend them up to the required top elevation. Piles adjoining spliced piles shall be full length unless otherwise approved. Welding of splices shall conform in accordance with AWS D1.1. Ends of piles to be spliced shall be squared before splicing to eliminate dips or camber. Splice piles with concentric alignment of the interlocks so that there are no discontinuities, dips or camber at the abutting interlocks. Spliced piles shall be free sliding and able to obtain the maximum swing with contiguous piles. Trim the tops of piles excessively battered during driving, when directed at no cost to the Government. Pile cut-offs shall become the property of the Contractor and shall be removed from the site. Use a straight edge in cutting by burning to avoid abrupt nicks. Bolt holes shall be drilled or may be burned and reamed by approved methods which will not damage the surrounding metal. Holes other than bolt holes shall be reasonably smooth and the proper size for rods or other items to be inserted. Do not use explosives for cutting.

3.2.8 Welding

Shop and field welding, qualification of welding procedures, welders, and welding operators shall be in accordance with AWS D1.1.

3.2.9 Tolerances in Driving

Drive all piles with a variation from vertical of not more than 1/4 inch per foot. Place the pile so the face will not be more than 6 inches from vertical alignment at any point. Top of pile at elevation of cut-off shall be within 1/2 inch horizontally and 2 inches vertically of the location indicated. Manipulation of piles to force them into position will not be permitted. Check all piles for heave. Redrive all heaved piles to the required tip elevation.

3.3 INSPECTION

Perform continuous inspection during pile driving. Inspect all piles for compliance with tolerance requirements. Bring any unusual problems which may occur to the attention of the Contracting Officer.

3.3.1 Inspection of Driven Piling

The Contractor shall inspect the interlocks of the portion of driven piles that extend above ground. Remove and replace piles found to be out of interlock.

3.3.2 Pulling and Redriving

The Contractor may be required to pull selected piles after driving to determine the condition of the underground portions of piles. The pile pulling method must be approved by the Contracting Officer. Remove and replace at the Contractor's expense any pile pulled and found to be damaged to the extent that its usefulness in the structure is impaired. Redrive piles pulled and found to be in satisfactory condition.

3.4 INSTALLATION RECORDS

Maintain a pile driving record for each sheet pile. Indicate on the

installation record installation dates and times, type and size of hammer, rate of operation, total driving time, dimensions of driving helmet and cap used, blows required per foot for each foot of penetration, final driving resistance in blows for final 6 inches, pile locations, tip elevations, ground elevations, cut-off elevations, and any reheading or cutting of piles. Record any unusual pile driving problems during driving. Submit complete records to the Contracting Officer.

-- End of Section --

SECTION 02500 - LEVEE SURFACING

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1. SCOPE
2. SUBMITTALS
3. MATERIAL
4. SAMPLING AND TESTING
5. EQUIPMENT
6. PREPARATION OF AREAS TO BE SURFACED
7. SURFACING OPERATIONS
8. MAINTENANCE

1 SCOPE: The work covered by this section consists of furnishing all plant, labor, materials and equipment, and performing all operations necessary to furnish and place the crushed rock surfacing material on the levee tops, ramps, and turnouts as specified herein, shown on the drawings, or otherwise directed.

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 01300 SUBMITTAL PROCEDURES:

SD-09 Reports

Sampling and Testing\; *GA2*\.

The Contractor shall submit copies of test results to the Contracting Officer in accordance with paragraph 4. SAMPLING AND TESTING.

3 MATERIAL:

3.1 General: Surfacing material shall consist of crushed rock as specified hereinafter. It shall be the responsibility of the Contractor to obtain materials that will meet the quality and gradation requirements specified herein. The materials shall be free from lumps and balls of clay, organic matter, objectionable coatings, and other foreign material and shall be durable and sound.

3.2 Quality: Surfacing material shall have a percentage of wear not to exceed 40 percent after 500 revolutions, as determined by ASTM Standard C 131-89. When subjected to 5 cycles of the magnesium sulfate soundness test in accordance with ASTM Standard C 88-90, using material retained on a No. 4 sieve, the loss in weight of the crushed rock shall not exceed 18 percent. The materials shall consist of angular fragments reasonable uniform in density and quality. The amount of flat and elongated particles shall not exceed 30 percent. A flat particle is one having a ratio of width to thickness greater than 3, and an elongated particle is one having a ratio of length to width greater than 3.

3.3 Gradation: Surfacing material shall conform to the following gradation. The gradation of the surfacing materials shall be determined in accordance with ASTM Test Method C 136-95a. Sieves shall conform to ASTM Standard Specification E 11-95.

Sieve Size	Percent Passing
2-inch	100
1-1/2 inch	70-100
3/4 inch	50-80
No. 4	30-60
No. 8	20-50
No. 100	5-15

4 *SAMPLING AND TESTING*:

4.1 General: The Contractor shall select his source and submit initial test results for tests indicated as initial tests not less than 30 days in advance of the time the surfacing materials will be required in the work. The Contractor shall control his operations during production so that the surfacing materials delivered to the project will meet the specified requirements. Unless otherwise directed, surfacing materials shall be sampled in accordance with ASTM Standard D 75-92.

4.2 Quality Control and Testing Frequency: All sampling and testing of materials for quality control and gradation shall be performed by the Contractor at no cost to the Government. The Contracting Officer may perform verification tests as considered necessary. The Contractor shall furnish certified test results from an approved commercial testing laboratory or a laboratory maintained by the producer of the surfacing material showing that the surfacing material conforms to the applicable requirements specified herein.

4.2.1 Initial Tests: One each of the following tests shall be performed on the surfacing materials and certified test results submitted not less that 30 days prior to their use in the work.

Wear Test
Soundness in Magnesium Sulfate
Flat and Elongated Particle Test
Gradation

4.2.2 Control Tests: One gradation test shall be performed for each 2,000 tons of surfacing material delivered to the project.

5 EQUIPMENT: All plant, equipment, tools and machines used in the performance of the work shall be approved prior to commencement of work, and shall be maintained in satisfactory working condition at all times.

6. PREPARATION OF AREAS TO BE SURFACED: The subgrade shall be cleaned of all foreign materials. The surface of the subgrade will be inspected by the Contracting Officer for adequate compaction and surface tolerances. The upper 6 inches of the subgrade shall be scarified, reworked and compacted to a firm unyielding surface. Ruts or soft yielding spots that may appear in the subgrade, areas having inadequate compaction, and deviations of the surface which are in excess of the requirements shall be corrected to the lines and grade and to all specification requirements. In the event that the levee tops, ramps, or turnouts become rutted or eroded, the Contractor will be required to blade the rutted or eroded area smooth, prior to placing the surfacing material thereon.

Care shall be exercised to maintain the profile grade of the levee top. Such blading shall be at the Contractor's expense.

7. SURFACING OPERATIONS: After performing all shaping or removal of ruts from the levee tops, ramps, and turnouts, all surfaces shall be disked or lightly scarified, if necessary, to break the crust of the levee tops, ramps, and turnouts. Disking or scarifying shall be made to a depth of 2 inches. The surfacing material shall be placed in one lift with a layer thickness as shown on the drawings using spreader boxes. The surfacing material shall then be compacted with a minimum 10-ton steel wheel roller. The material shall be kept in a moist state to facilitate compaction. The entire lift shall be rolled with a minimum of three (3) passes. No density requirements are specified but a firm unyielding smooth riding surface of uniform texture shall be obtained. The completed thickness of surfacing shall be within 1/4-inch plus or minus of the thickness indicated on the drawings. Hauling of surfacing material will not be permitted, when in the opinion of the Contracting Officer, conditions are such that hauling operations will cause undue damage to levee tops or roads in accordance with SECTION 01200CW, paragraph: PROTECTION OF EXISTING FACILITIES AND WORKS. The Contractor shall satisfactorily repair at his own expense any damage to the turf or levee slopes caused by his operation.

8. MAINTENANCE: The Contractor shall maintain the levee surfacing in satisfactory condition until the completed work has been accepted.

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SECTION 02562

(NEBRASKA) PAVEMENTS FOR SMALL PROJECTS
11/00

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.

NEBRASKA DEPARTMENT OF ROADS (NDR)

NDR	Standard Specifications for Highway Construction, 1997 Edition

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

AASHTO MP 1	(1998)Provisional Specification for Performance Graded Asphalt Binder
AASHTO T 180	(1993) Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and an 457 mm (18-in) Drop
AASHTO TP53	(1995) Determining Asphalt Content of Hot Mix Asphalt by the Ignition Method

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 136	(1996a) Sieve Analysis of Fine and Coarse Aggregates
ASTM C 566	(1997) Total Evaporable Moisture Content of Aggregate by Drying
ASTM D 977	(1998) Emulsified Asphalt
ASTM D 1461	(1985; R 1994) Moisture or Volatile Distillates in Bituminous Paving Mixtures
ASTM D 1557	(1991; R 1998) Laboratory Compaction Characteristics of Soils Using Modified Effort (56,000 ft-lbf/ft (2,700 kN-m/m))
ASTM D 2027	(1976; R 1997) Cutback Asphalt (Medium-Curing Type)
ASTM D 2028	(1976; R 1997) Cutback Asphalt (Rapid-Curing Type)

ASTM D 2041	(1995) Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
ASTM D 2172	(1995) Quantitative Extraction of Bitumen from Bituminous Paving Mixtures
ASTM D 2397	(1998) Cationic Emulsified Asphalt
ASTM D 2726	(1996a) Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixture
ASTM D 2950	(1991; R 1997) Density of Bituminous Concrete in Place by Nuclear Method
ASTM D 3381	(1999) Viscosity-Graded Asphalt Cement for Use in Pavement Construction
ASTM D 3666	(1996a) Minimum Requirements for Agencies Testing and Inspecting Bituminous Paving Materials
ASTM D 4125	(1994) Asphalt Content of Bituminous Mixtures by the Nuclear Method
ASTM D 4867/D 4867M	(1996) Effect of Moisture on Asphalt Concrete Paving Mixtures
ASTM D 5444	(1994) Mechanical Size Analysis of Extracted Aggregate
ASTM D 6307	(1998) Asphalt Content of Hot Mix Asphalt by Ignition Method

ASPHALT INSTITUTE (AI)

AI MS-2	(1994) Mix Design Methods for Asphalt Concrete and Other Hot-Mix Types

1.2 MEASUREMENT AND PAYMENT

Section "MEASUREMENT AND PAYMENT" of the NDR shall not apply. "Method of Measurement" and "Basis of Payment" paragraphs in the NDR shall not apply.

1.3 MODIFICATION TO THE NDR

Reference to "Engineer" and "Department" in the NDR shall mean the Contracting Officer or Representative.

1.4 DEFINITIONS

For the purposes of this specification, the following definitions apply.

1.4.1 Degree of Compaction

Degree of compaction of aggregate base course, subbase course and aggregate surface course shall be expressed as a percentage of the maximum density obtained by the test procedure presented in either ASTM D 1557 or AASHTO T

180, Method D. The maximum density shall be determined in accordance with ASTM D 1557 if the material gradation contains less than 30 percent retained on the 3/4 inch sieve or AASHTO T 180 if the material gradation contains more than 30 percent retained on the 3/4 inch sieve. In this specification, degree of compaction shall be a percentage of laboratory maximum density.

1.5 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data

Plant, Equipment, and Tools

Job Mix Formula; G-A.

Proposed JMF.

Mixture Proportions; G-A.

The report of the Contractor's mixture proportioning studies showing the proportions of all ingredients and supporting information on aggregate and other materials that will be used in the manufacture of concrete, at least 14 days prior to commencing concrete placing operations.

SD-06 Test Reports

Initial Tests; G-A.

Certified copies of test results for approval not less than 20 days before material is required for the work.

Contractor Quality Control; G-A.

The Contractor shall submit all QC test results to the Contracting Officer on a daily basis as the tests are performed.

Acceptability of Work; G-A.

The Contractor shall submit all test results to the Contracting Officer on a daily basis as the tests are performed.

SD-07 Certificates

Asphalt Cement Binder; G-A.

Copies of certified test data.

Bituminous Tack and Prime Coat; G-A.

Copies of certified test data.

SD-08 Manufacturer's Instructions

Manufacturer's Recommendations; G-A

Where installation procedures, or any part thereof, are required to be in accordance with the manufacturer's recommendations, printed copies of these recommendations, 20 days prior to use on the project. Installation of the material will not be allowed until the recommendations are received. Failure to furnish these recommendations can be cause for rejection of the material.

1.6 SAMPLING AND TESTING

Sampling and testing shall be the responsibility of the Contractor. Sampling and testing shall be performed by a testing laboratory approved in accordance with Section 01451 CONTRACTOR QUALITY CONTROL. Work requiring testing will not be permitted until the testing laboratory has been inspected and approved. The materials shall be tested to establish compliance with the specified requirements; testing shall be performed at the specified frequency. The Contracting Officer may specify the time and location of the tests.

1.7 APPROVAL OF MATERIAL

The source of the material for aggregate base course, subbase course, rigid pavement base course, and aggregate surface course shall be selected 30 days prior to the time the material will be required in the work. Tentative approval of material will be based on initial test results. Final approval of the materials will be based on sieve analysis, liquid limit, and plasticity index tests performed on samples taken from the completed and fully compacted base and subbase course.

1.8 WEATHER LIMITATIONS

1.8.1 Hot-Mix Asphalt Pavement

The hot-mix asphalt pavement shall not be placed upon a wet surface or when the surface temperature of the underlying course is less than specified in Table 1. The temperature requirements may be waived by the Contracting Officer, if requested; however, all other requirements, including compaction, shall be met.

Table 1. Surface Temperature Limitations of Underlying Course

Mat Thickness, inches	Degrees F
3 or greater	40
Less than 3	45

1.8.2 Bituminous Prime and Tack Coat

Bituminous coat shall be applied only when the surface to receive the bituminous coat is dry. Bituminous coat shall be applied only when the atmospheric temperature in the shade is 50 degrees F or above and when the temperature has not been below 35 degrees F for the 12 hours prior to application.

1.8.3 Base Course, Subbase Course, Aggregate Surface Course

Construction of aggregate base course, subbase course, rigid pavement base

course, and aggregate surface course shall be done when the atmospheric temperature is above 35 degrees F. When the temperature falls below 35 degrees F, the Contractor shall protect all completed areas by approved methods against detrimental effects of freezing. Completed areas damaged by freezing, rainfall, or other weather conditions shall be corrected to meet specified requirements.

1.9 PLANT, EQUIPMENT, AND TOOLS

All plant, equipment, and tools used in the performance of the work shall be subject to approval before the work is started and shall be maintained in satisfactory working condition at all times. The equipment shall be adequate and shall have the capability of producing pavements meeting the requirements as set forth herein.

PART 2 PRODUCTS

2.1 HOT-MIX ASPHALT PAVEMENT

Bituminous wearing course shall conform to the requirements in Section 1028, "ASPHALTIC CONCRETE" of the NDR except as modified herein. Hot-mix asphalt shall conform to the requirements of mix type 14 in Table 1028.01 of the NDR except as modified herein. Aggregate type and gradation shall meet the requirements of paragraphs 1, 2 and 4 and Table 1033.04A of Subsection 1033.02 "Material Characteristics" of the NDR except as modified herein. The Contractor shall develop the mix design. Submittal of aggregate samples is not required. The laboratory used to develop the job mix formula (JMF) shall meet the requirements of ASTM D 3666. A certification signed by the manager of the laboratory stating that it meets these requirements or clearly listing all deficiencies shall be submitted to the Contracting Officer prior to the start of construction. The asphalt mix shall be dense-graded and composed of a mixture of well-graded aggregate, mineral filler if required, and asphalt material. The hot-mix asphalt shall be designed using Marshall method of mix design contained in AI MS-2 and the criteria shown in Table 3. If the Tensile Strength Ratio (TSR) of the composite mixture, as determined by ASTM D 4867/D 4867M is less than 75, the aggregates shall be rejected or the asphalt mixture treated with an approved anti-stripping agent. The amount of anti-stripping agent added shall be sufficient to produce a TSR of not less than 75. If an antistrip agent is required, it shall be provided by the Contractor at no additional cost. The hot-mix asphalt pavement shall not contain more than 15 percent reclaimed asphalt pavement.

2.1.1 JMF Requirements

The job mix formula shall be submitted in writing by the Contractor for approval at least 14 days prior to the start of the test section and shall include as a minimum:

a. Percent passing each sieve size.

b. Percent of asphalt cement.

c. Percent of each aggregate and mineral filler to be used.

d. Asphalt viscosity grade or performance grade.

e. Number of blows of hammer per side of molded specimen.

f. Laboratory mixing temperature.

g. Lab compaction temperature.

h. Temperature-viscosity relationship of the asphalt cement.

i. Plot of the combined gradation on the 0.45 power gradation chart, stating the nominal maximum size.

j. Graphical plots of stability, flow, air voids, voids in the mineral aggregate, and unit weight versus asphalt content as shown in AI MS-2.

k. Specific gravity and absorption of each aggregate.

l. Percent natural sand.

m. Percent particles with 2 or more fractured faces (in coarse aggregate).

n. Fine aggregate angularity.

o. Percent flat or elongated particles (in coarse aggregate).

p. Tensile Strength Ratio(TSR).

q. Antistrip agent (if required) and amount.

r. List of all modifiers and amount.

s. Percentage and properties (asphalt content, binder properties, and aggregate properties) of reclaimed asphalt pavement (RAP) if RAP is used.

Table 2. Marshall Design Criteria

Test Property	75 Blow Mix	50 Blow Mix
Stability, pounds minimum	*1800	*1000
Flow, 0.01 inch	8-16	8-18
Air voids, percent	3-5	3-5
Percent Voids in mineral aggregate VMA, (minimum) Band "A" Mix	16.0	16.0
TSR, minimum percent	75	75

* This is a minimum requirement. The average during construction shall be significantly higher than this number to ensure compliance with the specifications.
** Calculate VMA in accordance with AI MS-2, based on ASTM D 2726 bulk specific gravity for the aggregate.

2.1.2 Adjustments to Field JMF

The Laboratory JMF for each mixture shall be in effect until a new formula is approved in writing by the Contracting Officer. Should a change in sources of any materials be made, a new laboratory jmf design shall be performed and a new JMF approved before the new material is used.

2.1.3 Asphalt Cement Binder

Asphalt cement binder shall conform to either ASTM D 3381 Table 2, Viscosity Grade AC-10 or AASHTO MP 1 Performance Grade (PG)58-28. Asphalt cement shall conform to the requirements specified in Section 1029, "Asphalt Cement" of the NDR. Test data indicating grade certification shall be provided by the supplier at the time of delivery of each load to the mix plant. Copies of these certifications shall be submitted to the Contracting Officer. The supplier is defined as the last source of any modification to the binder.

2.2 BITUMINOUS TACK AND PRIME COAT

Test data indicating grade certification shall be provided by the supplier. Copies of these certifications shall be submitted to the Contracting Officer.

2.2.1 Bituminous Prime Coat

Bituminous materials shall be liquid asphalt conforming to the requirements of ASTM D 2027, designation MC-30, or MC-70 at the Contractor's option, except that only MC-30 shall be used on dense graded base courses if MC-70 does not adequately penetrate the base course material. In lieu of cut-back asphalt, the Contractor may use cationic emulsified asphalt conforming to the requirements of ASTM D 2397, designation CSS-l or CSS-lh or emulsified asphalt conforming to the requirements of ASTM D 977, designation SS-1 or SS-1h.

2.2.2 Bituminous Tack Coat

Bituminous material shall be cutback asphalt conforming to the requirements of ASTM D 2028, designation RC-70 or RC-250; emulsified asphalt conforming to the requirements of ASTM D 977, designation SS-1 or SS-1h; or cationic emulsified asphalt conforming to the requirements of ASTM D 2397, designation CSS-1 or CSS-1h.

2.3 AGGREGATE BASE COURSE (ABC)

Crushed rock and crushed rock screenings for aggregate base course shall conform to the requirements specified in Subsection 1033.02, paragraphs 1, 2, and 8 of the NDR, except as modified herein. The portion retained on the No. 4 sieve shall be known as coarse aggregate; that portion passing the No. 4 sieve shall be known as fine aggregate. Aggregates shall be angular particles of uniform density. Coarse aggregate shall be crushed stone. Fine aggregate shall consist of screenings, angular sand, crushed recycled concrete fines, or other finely divided mineral matter processed or naturally combined with the coarse aggregate. The amount of flat and elongated particles shall not exceed 30 percent. A flat particle is one having a ratio of width to thickness greater than 3; an elongated particle is one having a ratio of length to width greater than 3. In the portion retained on each sieve specified, the crushed aggregates shall contain at least 50 percent by weight of crushed pieces having two or more freshly

fractured faces with the area of each face being at least equal to 75 percent of the smallest midsectional area of the piece. When two fractures are contiguous, the angle between planes of the fractures must be at least 30 degrees in order to count as two fractured faces. The portion of the material passing the No. 40 sieve shall have liquid limit not greater than 25 and a plasticity index not greater than 5. When tested for gradation, the percentage passing the No. 200 sieve shall not exceed 10 percent and the 0.02 mm sieve shall not exceed 3.0 percent.

2.4 SUBBASE COURSE

Crushed rock and crushed rock screenings for subbase course shall conform to the requirements specified in Subsection 1033.02, paragraphs 1, 2, and 8 of the NDR, except as modified herein. Aggregates shall consist of crushed quarry rock, crushed gravel, crushed screenings, sand or a combination thereof. The portion of the material passing the No. 40 sieve shall have liquid limit not greater than 25 and a plasticity index not greater than 5. When tested for gradation, the percentage passing the No. 200 sieve shall not exceed 15 percent and the 0.02 mm sieve shall not exceed 6.0 percent.

2.5 AGGREGATE SURFACE COURSE

Crushed rock and crushed rock screenings for aggregate surface course shall conform to the requirements specified in Subsection 1033.02, paragraphs 1, 2, 7, and Table 1033.08 of the NDR, except as modified herein. Aggregates shall consist of crushed stone, crushed or natural gravel, sand, or other sound, durable materials processed and blended or naturally combined. The amount of flat and elongated particles shall not exceed 20 percent. A flat particle is one having a ratio of width to thickness greater than 3; an elongated particle is one having a ratio of length to width greater than 3. The aggregate for the surface course shall contain a minimum 80 percent crushed material. The portion of the material passing the No. 40 sieve shall have a liquid limit not greater than 35 and a plasticity index of 4 to 9.

2.6 INITIAL TESTS

One of each of the following tests shall be performed on the proposed aggregate base course, subbase course and aggregate surface course material prior to commencing construction to demonstrate that the proposed material meets all specified requirements when furnished. If materials from more than one source are going to be utilized, this testing shall be completed for each source.

a. Sieve Analysis including 0.02 mm size material.

b. Liquid limit and plasticity index moisture-density relationship.

c. Moisture-density relationship.

d. Wear.

e. Soundness.

PART 3 EXECUTION

3.1 PAVEMENT REMOVAL

Where p.c. concrete and bituminous pavement is to be removed at the

locations shown on the drawings, the pavement shall be sawed with a pre-approved concrete saw so as to leave a straight true edge. P.C. concrete pavement removal shall be accomplished by a full depth double sawcut. The initial sawcut shall be located in the pavement area to be removed and shall be 18 inches from the final sawcut. The pavement material and existing base course shall be removed in a manner that will not damage the adjacent in-place pavement to remain and as shown on the drawings. The Contractor must demonstrate that his method of removal will not damage adjacent concrete pavement slabs. Any slab found by the Contracting Officer to be damaged by the Contractor's removal methods shall be fully removed and replaced at no cost to the Government. Pavement material from the removal area shall be disposed of outside the limits of Government controlled land at the Contractor's expense].

3.2 HOT-MIX ASPHALT PAVEMENT

Hot-mix asphalt pavement wearing course shall be constructed to the requirements specified in the NDR, Section 501, "GENERAL REQUIREMENTS" and Section 503, "ASPHALTIC CONCRETE", except as modified herein. Paragraph 9 of Section 503.03 and paragraphs 2, 5c, 8 and 9 of Section 503.04 are not applicable.

3.2.1 Contractor Quality Control

A standard lot for all requirements will be equal to 8 hours of production.

3.2.1.1 Asphalt Content

A minimum of two tests to determine asphalt content will be performed per lot by one of the following methods: the extraction method in accordance with ASTM D 2172, Method A or B, the ignition method in accordance with the AASHTO TP53or ASTM D 6307, or the nuclear method in accordance with ASTM D 4125, provided the nuclear gauge is calibrated for the specific mix being used. For the extraction method, the weight of ash, as described in ASTM D 2172, shall be determined as part of the first extraction test performed at the beginning of plant production; and as part of every tenth extraction test performed thereafter, for the duration of plant production. The last weight of ash value obtained shall be used in the calculation of the asphalt content for the mixture.

3.2.1.2 Gradation

Aggregate gradations shall be determined a minimum of twice per lot from mechanical analysis of recovered aggregate in accordance with ASTM D 5444. When asphalt content is determined by the nuclear method, aggregate gradation shall be determined from hot bin samples on batch plants, or from the cold feed on drum mix plants. For batch plants, aggregates shall be tested in accordance with ASTM C 136 using actual batch weights to determine the combined aggregate gradation of the mixture.

3.2.1.3 Temperatures

Temperatures shall be checked at least four times per lot, at necessary locations, to determine the temperature at the dryer, the asphalt cement in the storage tank, the asphalt mixture at the plant, and the asphalt mixture at the job site.

3.2.1.4 Aggregate Moisture

The moisture content of aggregate used for production shall be determined a minimum of once per lot in accordance with ASTM C 566.

3.2.1.5 Moisture Content of Mixture

The moisture content of the mixture shall be determined at least once per lot in accordance with ASTM D 1461 or an approved alternate procedure.

3.2.1.6 Laboratory Air Voids, Marshall Stability and Flow

Mixture samples shall be taken at least four times per lot and compacted into specimens, using 50 blows per side with the Marshall hammer. After compaction, the laboratory air voids of each specimen shall be determined, as well as the Marshall stability and flow.

3.2.2 Acceptability of Work

The pavement will be accepted on the basis of tests made by the the Contractor or its suppliers, as specified herein. The Government may, at its discretion, make check tests to validate the results of the Contractor's testing.

3.2.2.1 Sampling Pavements

Samples of the finished pavement, shall be obtained by the Contractor. The location of the samples shall be as directed and the cores shall be at least 4 inches in diameter. The samples shall be tested by the Contractor to determine conformance to density. Specimens shall be tested in accordance with the requirements of ASTM D 2726. Three samples shall be taken and tested for each 750 tons or less of bituminous mixture placed each day. A minimum of one core shall be obtained from the longitudinal joint. The Contractor shall fill all cores holes with new material and shall meet the requirements as described herein.

3.2.2.2 Laboratory Air Voids

Laboratory air voids will be calculated by determining the Marshall density of each laboratory compacted specimen using ASTM D 2726 and determining the theoretical maximum density of every other sublot sample using ASTM D 2041. Laboratory air void calculations for each sublot will use the latest theoretical maximum density values obtained, either for that sublot or the previous sublot. The mean absolute deviation of the four laboratory air void contents (one from each sublot) from the JMF air void content will be evaluated. The mean absolute deviation shall be less than 1.00. All laboratory air void tests will be completed and reported within 24 hours after completion of construction of each lot.

3.2.2.3 In-place Density

Density of the compacted mixture of the bituminous wearing course shall be between 97 and 100 percent (joint density 95 to 100 percent) of the maximum laboratory compacted density. The maximum laboratory compacted specimens shall be determined from the same mixture taken from the plant in accordance with ASTM D 2041. Densities of the in-place compacted mixture may be determined by the nuclear method in accordance with ASTM D 2950 for Contractor quality control purposes. In any event, the basis of acceptance for density shall be determined from the specific gravity method.

3.2.2.4 Surface Smoothness

After the final rolling, but not later than 24 hours after placement, the surface of the pavement in each entire lot shall be tested by the Contractor in such a manner as to reveal all surface irregularities exceeding the tolerances specified below. If any pavement areas are ground, these areas shall be retested immediately after grinding. All testing shall be performed in the presence of the Contracting Officer. Detailed notes of the results of the testing shall be kept and a copy furnished to the Government immediately after each day's testing. The entire area of the pavement shall be tested in both a longitudinal and a transverse direction on parallel lines. The transverse lines shall be 25 feet or less apart, as directed. The longitudinal lines shall be at the centerline of each paving lane for lines less than 20 feet and at the third points for lanes 20 feet or greater. Other areas having obvious deviations shall also be tested. Longitudinal testing lines shall be continuous across all joints. Where drawings show required deviations from a plane surface (crowns, drainage inlets, etc.), the surface shall be finished to meet the approval of the Contracting Officer. The straightedge shall be held in contact with the surface and moved ahead one-half the length of the straightedge for each successive measurement. The amount of surface irregularity shall be determined by placing the freestanding (unleveled) straightedge on the pavement surface and allowing it to rest upon the two highest spots covered by its length, and measuring the maximum gap between the straightedge and the pavement surface in the area between these two high points. The finished surfaces of the pavements shall have no abrupt change of 3/16 inch or more, and all pavements shall be within the tolerances specified in Table 3 when checked with an approved 10 foot straightedge.

Table 3. Straightedge Surface Smoothness--Pavements

Pavement Category	Direction of Testing	Tolerance, inches
All paved areas	Longitudinal	3/16
	Transverse	3/16

3.3 BITUMINOUS TACK AND PRIME COAT

Following application of the bituminous material and prior to the application of the succeeding layer of pavement, the bituminous coat shall be allowed to cure and to obtain evaporation of any volatiles or moisture.

3.3.1 Application Temperature

3.3.1.1 Viscosity Relationship

Asphalt application temperature shall provide an application viscosity between 10 and 60 seconds, Saybolt Furol, or between 20 and 120 centistokes, kinematic. The temperature viscosity relation shall be furnished to the Contracting Officer.

3.3.1.2 Temperature Ranges

The viscosity requirements shall determine the application temperature to be used. The following is a normal range of application temperatures:

Liquid Asphalts

MC-30	85-190 degrees F
MC-70	120-225 degrees F

Paving Grade Asphalts

SS-1	70-160 degrees F
SS-1h	70-160 degrees F
CSS-1	70-160 degrees F
CSS-1h	70-160 degrees F

*These temperature ranges exceed the flash point of the material and care should be taken in their heating.

3.3.2 General

Following preparation and subsequent inspection of the surface, the bituminous coat shall be applied at the specified rate with uniform distribution over the surface to be treated. All areas and spots missed by the distributor shall be properly treated with the hand spray. Until the succeeding layer of pavement is placed, the surface shall be maintained by protecting the surface against damage and by repairing deficient areas at no additional cost to the Government. If required, clean dry sand shall be spread to effectively blot up any excess bituminous material. No smoking, fires, or flames other than those from the heaters that are a part of the equipment shall be permitted within 25 feet of heating, distributing, and transferring operations of bituminous material other than bituminous emulsions. All traffic, except for paving equipment used in constructing the surfacing, shall be prevented from using the underlying material, whether primed or not, until the surfacing is completed. The bituminous coat shall conform to all requirements as described herein.

3.3.3 Bituminous Tack Coat

Contact surfaces of previously constructed pavement, curbs, manholes, and other structures shall be sprayed with a thin coat of bituminous tack coat. Rate of application shall be not less than 0.05 gallon nor more than 0.15 gallon per square yard.

3.3.4 Bituminous Prime Coat

A prime coat will be required if it will be at least seven days before a the surfacing (Asphalt cement hot mix concrete)layer is constructed on the underlying (base course, etc) compacted material. The type of liquid asphalt and application rate will be as specified herein. The Contractor shall protect the underlying from any damage (water, traffic, etc.) until the surfacing is placed. If the Contractor places the surfacing within seven days, the choice of protection measures or actions to be taken is at the Contractor's option. Damage to the underlying material caused by lack of, or inadequate, protection shall be repaired (recompacted or replaced) by approved methods at no additional cost to the Government. If the Contractor options to use the prime coat, it shall be applied as soon as possible after consolidation of the underlying material. Rate of application shall be not less than 0.15 gallon nor more than 0.40 gallon per square yard. To obtain uniform application of the prime coat on the surface treated at the junction of previous and subsequent applications, building paper shall be spread on the surface for a sufficient distance

back from the ends of each application to start and stop the prime coat on the paper. Immediately after application, the building paper shall be removed and destroyed. Prime coat shall be allowed to cure without being disturbed for a period of at least 48 hours or longer, as may be necessary to attain penetration into the treated course.

3.4 AGGREGATE COURSES

Except as otherwise specified herein, aggregate base course, subbase course, and aggregate surface course shall be constructed in accordance with the requirements specified in subsections 301.01 "General" and 301.02 "Equipment" of the NDR. Construction of aggregate base course, subbase course, and rigid pavement base course shall conform to the additional requirements of section 305 "CRUSHED ROCK BASE COURSE" of the NDR except as otherwise specified herein. Construction of aggregate surface course shall conform to the additional requirements of section 310 "ROCK OR GRAVEL SURFACING" of the NDR except as otherwise specified herein. The aggregate base course, subbase course, rigid pavement base course, and aggregate surface course shall be compacted to 100 percent of laboratory maximum density.

3.4.1 Acceptability of Work

The aggregate base course, subbase course, rigid pavement base course, and aggregate surface course will be accepted on the basis of tests made by the Contractor as specified herein. The Government may, at its discretion, make check tests to validate the results of the Contractor's testing.

3.4.1.1 In-Place Tests

One of each of the following tests shall be performed on samples taken from the placed and compacted aggregate course. Samples shall be taken and tested at the rates indicated for each layer of material placed.

a. Density tests shall be performed on every lift of material placed and at a frequency of one set of tests for every 250 square yards, or portion thereof, of completed area.

b. Sieve Analysis including No. 635 size material shall be performed on every lift of material placed and at a frequency of one test for every 1000 square meters, or portion thereof, of completed area for every 500 tons, or portion thereof, of material placed.

c. Liquid limit and plasticity index tests shall be performed at the same frequency as the sieve analysis.

3.4.1.2 Thickness

The total compacted thickness of the aggregate course shall be within 1/2 inch of the thickness indicated. Where the measured thickness is more than 1/2 inch deficient, such areas shall be corrected by scarifying, adding new material of proper gradation, reblading, and recompacting as directed. Where the measured thickness is more than 1/2 inch thicker than indicated, the course shall be considered as conforming to the specified thickness requirements. Average job thickness shall be the average of all thickness measurements taken for the job, but shall be within 1/4 inch of the thickness indicated. The total thickness of the aggregate course shall be measured at intervals in such a manner as to ensure one measurement for each 500 square yards of aggregate course. Measurements shall be made in 3

inch diameter test holes penetrating the aggregate course.

3.4.1.3 Smoothness

The surface of the top layer shall show no deviations in excess of 3/8 inch when tested with a 10 foot straightedge applied parallel with and at right angles to the centerline of the area to be paved. Measurements shall be taken in successive positions parallel to the centerline of the area to be paved. Measurements shall also be taken perpendicular to the centerline at 50 foot intervals. Deviations exceeding this amount shall be corrected by removing material and replacing with new material, or by reworking existing material and compacting it to meet these specifications.

-- End of Section --

SECTION 02710

DIVERSION STRUCTURE SUBDRAINAGE SYSTEM
02/89

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SECTION 02710

DIVERSION STRUCTURE SUBDRAINAGE SYSTEM
02/89

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 D 4355-\ (1992) Deterioration of Geotextiles from Exposure to Ultraviolet Light and Water (Xenon-Arc Type Apparatus)

\-ASTM D 4491-\ (1992) Water Permeability of Geotextiles by Permittivity

\-ASTM D 4533-\ (1991) Trapezoid Tearing Strength of Geotextiles

\-ASTM D 4632-\ (1991) Grab Breaking Load and Elongation of Geotextiles

\-ASTM D 4751-\ (1993) Determining Apparent Opening Size of a Geotextile

\-ASTM D 4759-\ (1988; Rev 1992) Practice for Determining the Specification Conformance of Geosynthetics

\-ASTM D 4833-\ (1988) Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products

\-ASTM D 5034-\ (1995) Breaking Strength and Elongation of Textile Fabrics (Grab Test)

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\

Geotextile\; *FIO*\.

Certifications from the manufacturers attesting that geotextile materials meet specification requirements.

SD-14 Samples\

Geotextile\; *FIO*\.

Samples of geotextile before starting the work.

1.3 DELIVER, STORAGE, AND HANDLING

1.3.1 Delivery and Storage

Materials delivered to site shall be inspected for damage, unloaded, and stored with minimum handling. Materials shall not be stored directly on the ground. During shipment and storage, geotextile shall be wrapped in burlap or similar heavy duty protective covering. The storage area shall protect the geotextile from mud, soil, dust, and debris. Geotextile materials that are not to be installed immediately shall not be stored in direct sunlight.

1.3.2 Handling

Materials shall be handled in such a manner as to insure delivery to the trench in sound undamaged condition.

PART 2 PRODUCTS

2.1 NOT USED

2.2 *GEOTEXTILE*\

Geotextile shall be a nonwoven pervious sheet of polymeric material and shall consist of long-chain synthetic polymers composed of at least 85 percent by weight polyolefins, polyesters, or polyamides. Stabilizers and/or inhibitors shall be added to the base polymer if necessary to make the filaments resistant to deterioration by ultraviolet light, oxidation, and heat exposure. Regrind material which consists of edge trimming and other scraps that have never reached the consumer may be used to produce the geotextile. Post-consumer recycled material shall not be used. Geotextile shall be formed into a network such that the filaments or yarns retain dimensional stability relative to each other, including the selvages. The geotextile physical properties shall equal or exceed the minimum average roll values listed in Table 1. Acceptance of geotextile shall be in accordance with \-ASTM D 4759-\. Strength values shown are for the weaker principal direction.

TABLE 1. GEOTEXTILE PHYSICAL PROPERTIES

PROPERTY	TEST METHOD	TEST VALUE
Apparent Opening Size (U.S. Sieve)	\-D 4751-\	70
Permittivity, sec^{-1}	\-D 4491-\	0.5
Puncture, lbs.	\-D 4833-\	40
Grab Tensile, lbs.	\-D 4632-\	115
Trapezoidal Tear, lbs.	\-D 4533-\	40
Ultraviolet Degradation (percent strength retained at 500 hours)	\-D 4355-\	70
Seam Strength, lbs./in.	\-D 4632-\	__

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2.3 NOT USED

2.4 NOT USED

2.5 GRANULAR SUBDRAIN FILTER MATERIAL

Subdrain filter material shall be washed sand, sand and gravel, crushed stone, crushed stone screenings, or slag composed of hard, tough, durable particles free from adherent coatings. Filter material shall not contain corrosive agents, organic matter, or soft, friable, thin, or elongated particles and shall be evenly graded between the limits specified in TABLE 2. Gradation curves will exhibit no abrupt changes in slope denoting skip or gap grading. Filter materials shall be clean and free from soil and foreign materials. Filter blankets found to be dirty or otherwise contaminated shall be removed and replaced with material meeting the specific requirements, at no additional cost to the Government.

TABLE 2. FILTER GRADATION

Sieve Designation	Percent by Weight Passing Square-Mesh Sieves
1-1/2"	100
1/2"	80-100
1/4"	70-85
No. 10	55-75
No. 20	35-65
No. 40	15-50
No. 100	0-10
No. 200	0-5

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PART 3 EXECUTION

3.1 NOT USED

3.2 INSTALLATION OF GEOTEXTILE

3.2.1 Installation of Geotextile

3.2.1.1 Trench Lining and Overlaps

Trenches to be lined with geotextile shall be graded to obtain smooth side and bottom surfaces so that the geotextile will not bridge cavities in the soil or be damaged by projecting rock. The geotextile shall be laid flat but not stretched on the soil, and it shall be secured with anchor pins. Overlaps shall be at least 8 inches, and anchor pins shall be used along the overlaps.

3.3 NOT USED

3.4 INSTALLATION OF FILTER MATERIAL AND BACKFILLING FOR SUBDRAINS

After geotextile for subdrains has been laid, inspected, and approved, filter material shall be placed to the depth indicated. The filter material shall be placed in layers not to exceed 8 inches thick, and each layer shall be saturated by flooding and thoroughly compacted by mechanical tampers or rammers to obtain an in-place density equal to the in-

place density of the surrounding backfill material. Compaction of filter material and the placement and compaction of overlying backfill material shall be in accordance with the applicable provisions specified in Section \=02221=\ EXCAVATION, FILLING AND BACKFILLING FOR STRUCTURES.

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SECTION 02715

UNDERWATER FILL

08/01

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SECTION 02715

UNDERWATER FILL
08/01

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.

ASTM D 75	(1992) Standard Pracrice for Sampling Aggregate
ASTM C 88	(1999a) Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C 127	(1993) Specific Gravity and Absorption of Coarse Aggregate
ASTM C 136	(1996a) Sieve Analysis of Fine and Coarse Aggregates
AASHTO T 103	(199l) Soundness of Aggregate by Freezing and Thawing

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-06 Test Reports

Initial Sampling and Testing; GA.

Field Gradation; GA.

Field Gradation Test Results mailed within 24-hours after completion of the tests.

SD-07 Certificates

Waybills and Delivery Tickets; GA.

1.3 Not Used

1.4 GENERAL

The work specified herein consists of placement of underwater fill in locations shown on the drawings or as directed by the Contracting Officer's Representative. The Contractor shall control operations during production of underwater fill material so as to insure that the material delivered and placed will meet all specification requirements. The Contractor shall perform all sampling and testing required for quality control in accordance with Section 01451 CONTRACTOR QUALITY CONTROL and as specified herein. The quarry operators shall be responsible for operating all quarries and for conditioning the area after operations are complete, in accordance with all applicable Federal, State, and local laws and regulations.

1.5 WAYBILLS AND DELIVERY TICKETS

Copies of waybills or delivery tickets shall be submitted during the progress of the work. Before the final payment is allowed, waybills and certified delivery tickets shall be furnished for all underwater fill materials actually used in the construction.

1.6 SAMPLING AND TESTING

1.6.1 General Requirements

The Contractor shall be responsible for all sampling and testing specified herein. The Government may perform verification tests as determined necessary for final approval of the undwerwater fill material. All samples including samples taken during production shall be representative of the underwater fill material furnished or proposed to be furnished. Samples shall be taken in accordance with ASTM D 75 or other approved method. All sampling operations shall take place in the presence of a representative of the Contracting Officer's Representative. No underwater fill material shall be furnished which has not been sampled, tested, and approved for use on this project.

1.6.2 Test Results

Results shall verify that materials comply with this specification. When a material source is changed, the new material will be tested for compliance.

1.6.3 Initial Sampling and Testing

Tests for bulk specific gravity, soundness in magnesium sulfate, and soundness in freezing and thawing shall be performed on samples of material obtained from material supplier for use as underwater fill prior to start of construction. Test results shall describe type of failure of the discrete particles. Certified test results performed not longer than 12 months prior to delivery to the project together with the name of the owner of the quarry and the legal description shall be submitted to the Contracting Officer's Representative. The Contractor shall submit the name and location of each quarry proposed for use.

1.6.3 Bulk Specific Gravity

Bulk specific gravity shall be computed in accordance with ASTM C 127 except that the total sample shall weigh 5000 grams +2 percent and individual particles shall weigh approximately 300 grams each. Underwater fill material shall be tested in a saturated surface-dry (SSD) condition. The computed bulk specific gravity so determined shall not be less than

2.55.

1.6.4 Soundness in Magnesium Sulfate

Soundness in magnesium sulfate shall be determined according to ASTM C 88 with test modifications as listed below. The combined loss at 5 cycles shall be not more than 8 percent. The test report shall show the percentages of loss calculated as described herein and the number of pieces affected, classified as to number disintegrating, splitting, crumbling, cracking, flaking, etc.

a. Sample Preparation

The sample shall be prepared by breaking it into fragments reasonably uniform in size and shape and weighing approximately 100 grams each. The test sample shall weigh 5000 grams +/- 2 percent. The sample shall be thoroughly washed and dried previous to test as described for coarse aggregate.

b. Sample Immersion and Temperature

The sample immersed in the solution shall be maintained at a temperature of 80 degrees F +/- 2 degrees F for the immersion period.

c. Quantitative Examination

At the end of the fifth cycle, the percentage loss shall be determined by the three following methods. The test report shall show the loss computed by each method; however, only the combined loss shall be used for acceptance or rejection of the material.

d. Loss By Breaking

An individual piece which has broken or split into three or more fragments shall be considered to have failed the test, provided each of the three such fragments is at least 10 percent of the original piece by weight. The total original weight of all pieces failing the test, expressed as percentage of the total original weight of the sample, shall be considered as percentage loss by breaking.

e. Loss By Crumbling and Flaking

After the loss by breaking has been determined, the pieces that have not failed in that determination shall be screened on the 1/2-inch sieve and the material retained on the sieve shall be weighed for purposes required to determine combined losses. The pieces which have failed by breaking shall then be added to the material remaining on the 1/2-inch sieve and screened. The difference between the total original weight of the sample and the total weight of the material retained on the 1/2-inch sieve expressed as percentage of the total original weight, shall be considered as percentage loss by crumbling and flaking.

f. Combined Loss

The difference between the total original weight of the sample and the weight of the material retained on the 1/2-inch sieve, after screening the pieces which did not fail by breaking, expressed as percentage of the total original weight, shall be considered as percentage combined loss.

1.6.5 Soundness in Freezing and Thawing

The test for freezing and thawing shall consist of AASHTO T 103, Ledge Rock Method, Procedure C, modified as indicated below. The loss at 12 cycles shall not exceed 5.0 percent. The test report shall shall describe the type of failure of the discrete particles.

a. Temperature

The temperature of the surrounding medium during freezing shall be maintained in the range of -20 to -10 degrees F.

b. Freeze/Thaw Cycle

The length of a freezing and thawing cycle shall be sufficient to totally freeze and totally thaw each piece of the same during each cycle. The laboratory shall specifically determine for each sample that the cycle used is sufficient to accomplish total freezing and total thawing and shall report this in the test report. However, in no case shall the cycle consist of less than 2-1/2 hours of freezing followed by 1 hour of thawing. The sample shall be held in the frozen condition whenever necessary to break the cycle (overnight, weekends, etc.).

1.6.3.4 Immersion

Procedure C, Partial Immersion shall be used, except that soaking prior to testing shall be in accordance with Procedure A.

PART 2 PRODUCTS

2.1 General

Underwater fill material shall consist of clean, sound, hard, durable, angular particles of crushed stone, or crushed gravel which meet the specification requirements. The material shall be free of objectionable materials or coatings.

2.1.1 Gradation Requirements

Underwater fill shall be well graded within the limits specified below

SIEVE SIZE	PERCENT PASSING BY WEIGHT
1-1/2 inch	100
1 inch	70-100
3/4 inch	55-100
1/2 inch	40-80
3/8 inch	30-65
No. 4	10-50
No. 8	0-25
No. 16	0-5

PART 3 EXECUTION

3.1 STOCKPILING UNDERWATER FILL

Underwater fill material shall be stockpiled at locations approved by the

Contracting Officer. Stockpile areas shall be cleared and leveled prior to stockpiling underwater fill. Underwater fill material shall be stockpiled in a manner to prevent segregation and contamination.

3.2 TRANSPORTING MATERIAL

Underwater fill material shall be transported to the site in a manner which prevents segregation and contamination of materials.

3.3 FIELD GRADATION TESTING

Sieve analyses tests shall be performed at a rate of at least one test for every 1000 cubic yards of material placed and not less than one test for each day of placement. Testing shall be performed in accordance with ASTM c 136.

3.4 PLACING

3.4.1 General Requisites

The lake elevation prior to placing underwater fill material shall be surveyed at the contractors expense. Underwater fill material shall be placed to a height of 1 foot above lake elevation. Underwater fill shall be placed to the slope lines, thickness and grades indicated on the drawings or as indicated by the contract officer. Underwater fill may be placed in as thick of lifts practical to obtain a firm levee foundation. Placement methods shall minimize segregation of particles with drop heights within 1 foot of the water surface.

3.5 COMPACTION REQUIREMENTS

No specific compaction shall be required however methods shall be utilized to obtain a dense levee foundation

-- End of Section --

SECTION 02831

BARBED-WIRE FENCE
10/92

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SECTION 02831

BARBED-WIRE FENCE
10/92

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 A 121-\ (1992a) Zinc-Coated (Galvanized) Steel Barbed Wire

\-ASTM A 702-\ (1989; R 1994) Steel Fence Posts and Accessories, Hot Wrought

\-ASTM F 883-\ (1990) Padlocks

AMERICAN WOOD-PRESERVERS' ASSOCIATION (AWPA)

\-AWPA C1-\ (1993) All Timber Products - Preservative treatment by Pressure Processes

\-AWPA C4-\ (1993) Poles - Preservative Treatment by Pressure Processes

PART 2 PRODUCTS

2.1 BARBED WIRE

Barbed wire to consist of two strands of 12-1/2 gauge galvanized wire with 2-point, 14 gauge barbs spaced on 4" centers. Barbed wire shall be in accordance with \-ASTM A 121-\.

2.2 METAL POSTS

All line posts shall be tee type, with triangular shaped ground pressure plate. Length as indicated.

2.3 WOOD POSTS

Wood posts shall be cut from sound and solid trees free from short or reverse bends in more than one plane. Tops shall be convex rounded or inclined. Posts shall be free of ring shake, season cracks more than 1/4 inch wide, splits in the end, and unsound knots. Size and shape of posts shall be as indicated.

2.4 PRESERVATIVE

All wood shall be pressure treated in accordance with \-AWPA C1-\ or \-AWPA C4-\ as applicable.

2.5 ACCESSORIES

\-ASTM A 702-\.

2.6 PADLOCKS

\-ASTM F 883-\, Type EPB, Size 1-3/4 inch. Padlocks shall be keyed alike and each lock shall be furnished with two keys.

PART 3 EXECUTION

3.1 GENERAL

Fence shall be installed to the lines and grades indicated. The area on either side of the fence line shall be cleared to the extent indicated. Line posts shall be spaced equidistant at intervals not exceeding 10 ft . End (corner, gate, and pull) posts shall be set at abrupt changes in vertical and horizontal alignment. Fabric shall be continuous between end posts; however, runs between terminal posts shall not exceed 500 feet.

3.2 POSTS

For wood posts, excavate to depth indicated and brace post until backfill is completed. Metal posts shall be driven unless otherwise specified. Post holes shall be at least 6 inches larger than the diameter or side dimension of the posts. Earth backfill around posts shall be thoroughly tamped in layers not thicker than 4 inches and shall completely fill the post hole up to the ground surface. Backfill shall be crowned up around posts at the ground surface. Posts shall be set plumb and in proper alignment.

3.3 CORNER PANEL ASSEMBLY

Unless otherwise specified, corner panel assemblies shall be installed at all points where the fence alignment changes 15 degrees or more.

3.4 END PANELS

End panels shall be built at gates and fence ends.

3.5 PULL POST ASSEMBLY

Pull post assemblies shall be installed at the following locations:

a.) In straight fence sections at intervals of no more than 500 feet.
b.) At any point where the vertical angle described by two adjacent reaches of wire is upward and exceeds 10 degrees (except as provided in paragraph 3.7 of this specification).
c.) At the beginning and end of each curve.

3.6 WIRE

Wire shall be placed on the side of the post opposite the area being protected, except on curves. Wire shall be placed on the outside of curves._The wire shall be fastened to each terminal post (corner,gate, pull, etc.) by wrapping all barbed wire twice around post and stapling each at least 4 times. At brace posts, double staple each wire. Drive

staples diagonal to wood grain and at a slightly downward angle and shall not be driven so tightly as to bind the wire againest the post. Wire shall be wrapped around and tied at each gate post, corner post, and one brace post in line fence bracing. Staples shall be No. 9 gauge, 1-1/2" long (1" long for hardwoods). The fencing shall be fastened to steel line posts with either two turns of 14 gauge galvanized steel or iron wire or the post manufacturer's special wire fasteners. Wire shall be spliced by a Western Union slpice or by suitable splice sleeves applied with a tool designed for the purpose. The Western Union splice shall have not less than 8 wraps of each end about the other. All wraps shall be tightly wound and closely spaced. Splices made with splice sleeves shall have a tensile strength no less than 80 percent of the strength of the wire.

3.7 CROSSINGS AT DEPRESSIONS AND WATERCOURSES

3.7.1 If the fence wire is installed parallel to the ground surface, the line posts subject to upward pull shall be anchored by means of extra embedment or by special anchors as detailed on the drawings.

3.7.2 If the fence wire is installed with the top wire staight and parallel to the ground surface on either side of the depression, extra length posts shall be used to allow normal post embedment. Unless otherwise specified, excess space between the bottom of the fence and the ground shall be closed with extra strands of barbed wire.

3.8 GATES

Standard metal gate assemblies with frame and fittings necessary for complete installation shall be furnished as shown on drawings.

SECTION 02935
TURF

PART 1 GENERAL
1.1 SUMMARY
1.2 REFERENCES
1.3 SUBMITTALS
1.4 DELIVERY, INSPECTION, STORAGE, AND HANDLING

PART 2 PRODUCTS
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3.1 SEEDING TIMES AND CONDITIONS
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3.5 APPLICATION OF PESTICIDE
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3.7 PROTECTION OF SEEDED AREAS
3.8 GRASS ESTABLISHMENT PERIOD
3.9 FINAL ACCEPTANCE

SECTION 02935
TURF

PART 1 GENERAL

1.1 SUMMARY

Seed varieties and quantities specified shall be uniformly distributed over all ground areas disturbed by grading and/or trenching and not otherwise surfaced and in such manner that will produce an even stand of grass over the entire area seeded.
Contractor shall control weed species during the entire project. All areas within the construction limits including all channels, slopes, roadways, and storage piles shall have weeds species mowed continually during the construction project so weeds do not obtain a height of more than 12"-15" at any time.

1.2 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.

AGRICULTURAL MARKETING SERVICE (AMS)

AMS-01(Amended Thru: Aug 1988) Federal Seed Act Regulations (Part 201-202)

COMMERCIAL ITEM DESCRIPTION (CID)

CID A-A-1909 (Basic) Fertilizer

1.3 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 01300 SUBMITTALS DESCRIPTIONS

SD-01 Data\

Erosion Control Material\; *FIO*\.

Manufacturer's literature discussing physical characteristics, application and installation instructions.

Equipment\; *FIO*\.

The equipment to be used and calibration test for seed application.

SD-07 Schedules\

Delivery\; *FIO*\.

Delivery schedule, at least 10 days prior to the intended date of the first delivery.

SD-08 Statements\

Seed\; *FIO*\.

Written statement indicating the local and statewide commercial seed suppliers contacted for obtaining the type and quantity of native grass and wildflower seed required on this project.

Mulch\; *FIO*\.

Written statement on the location of the prairie hay mulch to be harvested and the location and manner of storage of the material until use.

Application of Pesticide\; *FIO*\.

Pesticide treatment plan with proposed sequence of pesticide treatment work. The pesticide trade name, chemical composition, formulation, concentration, application rate of active ingredients and method of application for all materials; and the name and state license number of the state certified applicator shall be included.

Maintenance Report\; *FIO*\.

Written record of all maintenance work performed during the grass establishment period shall be submitted to the Contracting Officer.

Grass Establishment Period\; *FIO*\.

Written calendar time period for the grass establishment period. When there is more than one grass establishment period, the boundaries of the seeded area covered for each period shall be described.

SD-13 Certificates\

Certificates of compliance certifying that materials meet the requirements specified, in accordance with paragraph MATERIALS, prior to the delivery of materials. Certified copies of the reports for the following materials shall be included:

Seed\; *GA2*\.

For mixture, percent pure live seed, minimum percent germination and hard seed, maximum percent weed seed content, date tested, and state certification.

Fertilizer\; *FIO*\.

Soil amendments shall be delivered to the site in the original, unopened containers bearing the manufacturer's chemical analysis and percent composition. In lieu of containers, soil amendments may be furnished in bulk. A chemical analysis shall be provided for bulk deliveries.

Pesticide\; *FIO*\.

Pesticide material shall be delivered to the site in the original, unopened containers bearing legible labels indicating the Environmental Protection Agency (EPA) registration number and the manufacturer's registered uses.

1.4 DELIVERY, INSPECTION, STORAGE, AND HANDLING

1.4.1 *Delivery*

Notify the Contracting Officer, in writing, 10 days prior to the first delivery.

1.4.2 Inspection

Seed, shall be inspected upon arrival at the job site by the Contracting Officer for conformity to type and quality in accordance with paragraph MATERIALS.
Topsoil and Fertilizer, shall be inspected for meeting specified requirements and unacceptable materials shall be removed from the job site.

1.4.3 Storage

Materials shall be stored in areas designated by the Contracting Officer.
Seed and Fertilizer, shall be stored in cool, dry locations away from contaminants.
Pesticides shall not be stored with other landscape materials.

1.4.4 Handling

1.4.4.1 Materials

Except for bulk deliveries, materials shall not be dropped or dumped from vehicles.

PART 2 PRODUCTS

2.1 MATERIALS

2.1.1 *Seed*

2.1.1.1 Seed Classification

State Approved seed of the latest season's crop shall be provided in original sealed packages bearing the producer's guaranteed analysis for percentages of mixture, purity, germination, hard seed, weed seed content, and inert material. Labels shall be in conformance with AMS-01 and applicable state seed laws.
Contractor shall make every effort to obtain the seed from commercially available local and statewide sources first. A list of those "additional" seeds which are not commercially available shall be made available to the project sponsor a full 12 months prior to the time that actual seeding will occur. That list of grass seeds shall be collected by local interest groups and given to the contractor for use in the seeding mixtures when the seeding process occurs.

2.1.1.2 Seed Mixtures

Seed mixtures shall be proportioned by weight as follows:

2.1.1.2.1 Riverside Seed Mixture:

Common name and Variety	Pounds Pure Live Seed per Acre
Big Bluestem (Champ, Kaw, Pawnee, Roundtree, One req'd)	4.0
Sideoats Grama (Butte, Trailway, One required)	2.9

Switchgrass (Blackwell, Cave-in-Rock, Nebraska 28, Pathfinder, Summer, Trailblazer, One req'd)	0.7
Indiangrass (Holt, Nebraska 54, Oto, One required)	3.2
Tall Fescue (Kenhy, Ky-31, One required)	2.1
Western Wheatgrass (Barton, Flintlock, One required)	1.0
Common Oats	10.0
Sand Bluestem* (Champ, Garden, Goldstrike, One req'd)	1.9
Sand Lovegrass* (Nebraska 27)	0.2
Tall Dropseed*	
June Grass*	
Needlegrass	1.2
Slender Wheatgrass	1.4

* These additional grass species shall have seeds added to the mixture at the rate of five seeds per square foot for each species listed. Seeding contractor shall determine the number of pounds of each seed per acre to add to the mixture.

2.1.1.2.2 Dryland Seed Mixture "A":(Slopes equal to or steeper than 5H:1V)

Common name and Variety	Pounds Pure Live Seed per Acre
Sand Bluestem (Champ, Garden, Goldstrike, One required)	5.9
Switchgrass (Blackwell, Cave-In-Rock, Nebraska 28, Pathfinder, Summer, Trailblazer, One req'd)	0.9
Indiangrass (Holt, Nebraska 54, Oto, One required)	3.2
Sand Lovegrass (Nebraska 27)	0.4
Tall fescue (Kenhy, K-31, One required)	1.9
Western Wheatgrass (Barton, Flintlock, One required)	1.0
Common Oats	10.0
Tall Dropseed*	
June Grass*	
Needlegrass	1.2
Slender Wheatgrass	1.4

* These additional grass species shall have seeds added to the mixture at the rate of five seeds per square foot for each species listed. Seeding contractor shall determine the number of pounds of each seed per acre to add to the mixture.

2.1.1.2.3 Dryland Seed Mixture "B":(Slopes shallower than 5H:1V)

Common name and Variety	Pounds Pure Live Seed per Acre
Sand Bluestem (Champ, Garden, Goldstrike, One required)	5.9
Switchgrass (Blackwell, Cave-In-Rock, Nebraska 28, Pathfinder, Summer, Trailblazer, One req'd)	0.9
Indiangrass (Holt, Nebraska 54, Oto, One required)	3.2
Sand Lovegrass (Nebraska 27)	0.4
Tall fescue (Kenhy, K-31, One required)	1.9
Western Wheatgrass (Barton, Flintlock, One required)	1.0
Common Oats	10.0
Tall Dropseed*	
Cord Grass*	
Big Bluestem*	

* These additional grass species shall have seeds added to the mixture at the rate of five seeds per square foot for each species listed. Seeding contractor shall determine the number of pounds of each seed per acre to add to the mixture.

2.1.1.2.4 Wildflower Seed Mixture

The following wildflower seed mixture shall be added to all grass seed mixtures in an effort to partially mitigate the loss of native meadow wildflowers.
Contractor shall make all efforts to purchase these seeds within the state of Nebraska from local and statewide seed suppliers first. A list of those seeds which are not commercially available shall be made available to the project sponsor a full 12 months prior to the time that actual seeding will occur. That list of wildflowers seeds shall be collected by local interest groups and given to the contractor for use in the seeding mixtures when the seeding process occurs.

Maximillian Sunflower
Dotted Gayfeather
Thickspike Gayfeather
Gray Headed Coneflower
Mexican Hat Coneflower
Upright Prairie Coneflower
Plains Coreopsis
Pale Purple Coneflower
Purple Coneflower
Black-eyed Susan
Lead Plant
Illinois Bundleflower
Butterfly Plant
Yarrow
Pitcher Sage
Rough Ox-eye
Purple Prairie Clover
Dames Rocket
Wild Monarda (bee balm or wild bergamot)
Goldenrod
Phlox
Aster
Eupatorium (Joe Pyeweed)
Queen Anne's lace
Wild Parsley
Swamp Milkweed (plant in moist areas only)
Spiderwort (plant in moist areas only)
Blue Prairie Violet (plant wet meadows and marches)

2.1.1.3 Quality

Weed seed shall not exceed 1 percent by weight of the total mixture. Wet, moldy, or otherwise damaged seed shall be rejected.

2.1.1.4 Temporary Seed

The temporary seed for erosion control shall be as follows:

Common Name	Pounds Pure Live Seed per Acre
Common Oats	10

2.1.1.5 Seed Mixing

The mixing of the seed shall be done by the Seed Supplier prior to delivery to the site. Bulk quantities of seed shall be labeled as required in the paragraph Seed Classification and indicated for the areas on which it is to be seeded.

2.1.1.6 Commercial Seed Formula

The following formula shall be used to determine the amount of commercial seed required to provide in each kind of seed the specified quantities of Pure Live Seed with Purity and Germination expressed as whole numbers:

$$\frac{\text{Pounds Pure Live Seed} \times 100 \times 100}{\text{Purity} \times \text{Germination}} = \text{Pounds of Seed Required}$$

2.1.1.7 Inoculating Legume Seed

All legume seed, shall be inoculated with the required bacterial culture prior to delivery to the site.

2.1.2 Soil Amendments

Soil amendments shall consist of fertilizer meeting the following requirements.

2.1.2.1 *Fertilizer*\

Fertilizer shall be commercial grade, free flowing, low in salts, uniform in composition and conforming to CID A-AA-1909.
Granular fertilizer shall consist of nitrogen-phosphorus-potassium, ratio: 16 parts nitrogen, 48 parts phosphorus, and 0 parts potassium.
When Slow release nitrogen forms are used in the fertilizer mixture they shall be derived from sulphur coated urea, urea formaldehyde, plastic or polymer coated prills, or isobutylenediurea (IBDU).

2.1.3 Topsoil

If additional topsoil is required beyond that available from grading operations, it shall be furnished by the Contractor and shall be a natural, friable soil representative of productive soils in the vicinity, and approved by the Contracting Officer. It shall be obtained from well-drained areas and shall be free of any admixture of subsoil, foreign matter, objects larger than 1 inch in any dimension, toxic substances, and any material or substance that may be harmful to plant growth. Topsoil shall be in accordance with Section 02210 GRADING.

2.1.4 Mulch

The Contractor shall use native prairie hay fixed in place with Mechanical Anchoring Equipment on all surfaces with slopes shown on the plans to be less than or equal to 3 horizontal to 1 vertical. All other mulch materials and/or methods of application shall be approved by the Contracting Officer. Native prairie hay shall be harvested at specific times of the year during the summer and fall to take advantage of additional mature wildflower seed in the mulch.
Sources of harvesting shall be approved prior to harvesting and the location of and manner of storage of the mulch shall be approved by the Contracting Officer. Mulch shall be free

from weeds, mold, and other objectionable materials. Hay shall be furnished in an air-dry condition suitable for placing with commercial mulch blowing equipment.

2.1.5 Water

Water shall not contain elements toxic to plant life and shall be obtained from an approved source prior to use.

2.1.6 *Pesticide*

The pesticide material shall be EPA registered and approved Herbicide.

2.1.7 *Erosion Control Material*

Soil erosion control shall conform to the following:

2.1.7.1 Soil Erosion Control Blanket

All slopes steeper than 3 horizontal to 1 vertical will require an erosion control blanket. Machine produced mat of knitted straw blanket-like mat construction, covered on both sides with a degradable plastic mesh or interwoven thread. Straw blanket shall weigh approximately 1/2 pound per square yard.

2.1.7.2 Anchors

Erosion control anchors material shall be as recommended by the manufacturer for the type of erosion control material used.

2.1.7.3 Soil Erosion Control Fence

Silt fencing shall be made of a strong rot-proof synthetic fiber. The fibers shall be resistant to deterioration due to ultraviolet light and heat exposure. The synthetic fibers shall be woven into a fabric. No additional fencing or wire backing is required. The fencing material shall have a strong tie cord in the top of the material. Low porosity silt fence shall be the same as or equal to Propex-Silt Stop, Mirafi 700x, or Beltech 755 or approved equal.

PART 3 EXECUTION

3.1 SEEDING TIMES AND CONDITIONS

3.1.1 Seeding Time

Seed shall be sown for spring planting from April 1 to June 1, for fall planting from August 1 to Sept 15, and for dormant planting from Oct 15 to Dec 1.

3.1.2 Environmental Conditions

Seeding operations shall be performed only during periods when beneficial results can be obtained. When drought, excessive moisture or other unsatisfactory conditions prevail, the work shall be stopped when directed. When special conditions warrant a variance to the operations, proposed times shall be submitted to and approved by the Contracting Officer.

3.2 SITE PREPARATION

3.2.1 Weed Control

Contractor shall control weed species during the entire project. All areas within the construction limits including all channels, slopes, roadways, and storage piles shall have weeds species mowed continually during the construction project so weeds do not obtain a height of more than 12"-15" at any time.

3.2.2 Grading

The Contracting Officer shall verify that finished grades are as indicated on the drawings, and the placing of topsoil and smooth grading have been completed in accordance with Section 02210 GRADING. Any deviations therefrom shall be corrected prior to seeding. Soil used for repair of erosion and correction of grade deficiencies shall conform to that specified in the paragraph Topsoil.

3.2.3 Tillage

3.2.3.1 Minimum Depth

The soil shall be tilled to a minimum depth of 6 inches by scarifying with heavy rakes from tractor drawn equipment or rototillers when soil conditions and length of slope permit. On slopes 1-horizontal-to-1 vertical and steeper, no tillage is required.

3.2.4 Finished Grading

3.2.4.1 Preparation

Grass areas shall be filled as needed or have surplus soil removed to attain the finished grade. Drainage patterns shall be maintained as indicated on drawings. Grass areas compacted by construction operations shall be completely pulverized by tillage. Finished grades adjacent to walks, curbs, pavements, shall be 1 inch below the adjoining surfaced area. New soil surfaces shall be blended to meet existing soil surfaces.

3.2.4.2 Field Area Debris

Field areas shall have debris and stones larger than 3 inches in any dimension removed from the surface.

3.2.4.3 Protection

Finished graded areas shall be protected from damage by vehicular or pedestrian traffic and erosion.

3.2.5 Application of Soil Amendments

3.2.5.1 Fertilizer

Fertilizer shall be applied at a rate of 200 pounds of fertilizer mix per acre for field seeding
Fertilizer shall be incorporated into the soil to a minimum depth of 6 inches as part of the tillage operation.

3.3 SEEDING

3.3.1 General

Prior to seeding, any previously prepared seedbed areas compacted or damaged by interim rain, traffic or other cause, shall be reworked to restore the ground condition previously specified. Seeding operations shall not take place until the surface soil has been approved to be tilled and friable for seeding to take place and when the wind velocity will not inhibit uniform seed distribution.

3.3.2 *Equipment*\

The equipment to be used and the methods of seeding shall be subject to the inspection and approval of the Contracting Officer prior to commencement of seeding operations. Immediately prior to the commencement of seeding operations, the Contractor shall conduct seeding equipment calibration tests in the presence of the Contracting Officer.

3.3.3 Inoculate Legume Seed

The Contractor shall inoculate Legume Seed with proper cultures, the Contractor shallin accordance with the manufacturer's directions. Prior to sowing, protect inoculated seed from prolonged exposure to sunlight. The Contractor shall reinoculate seed not sown within 24 hours. When seed is applied by hydraulic seeders the Contractor shall use four times the manufacturers recommended rate. If inoculated seed is held in a slurry with fertilizers for more than one hour the Contractor shall reinoculate or apply legumes separately.

3.3.4 Applying Seed

Seed shall be drill seeded unless the slope is too steep for drill seeding equipment. Areas not to be drill seeded shall be approved by the Contracting Officer.

3.3.4.1 Broadcast Seeding

Seed shall be broadcast seeded at twice the rate specified when using broadcast type seeders. Half of seed shall be broadcast in one direction, and the remainder at right angles to the first direction. Seed shall be covered to an average depth of 1/4 inch but no more than 1/2 inch by using a steel mat drag, cultipacker, or other approved device.

3.3.4.2 Drill Seeding

Grass and wildflower seed mixtures shall be uniformly drilled to an average depth of 1/2 inch at the rate specified using a seed drill equiped with double disk furrow openers with depth bands followed by packer wheels specifically configured to accurately place native grass seeds and wildflowers. Seeder shall also have separate seed boxes for small legume and wildflower seeds, fluffy seeds and intermediate size grasses and grains. Distance between seed rows shall be no more than 6".

3.3.4.3 Rolling

Immediately after seeding, except for slopes 3-horizontal-to-1 vertical and greater, the entire area shall be firmed with a roller not exceeding 90 pounds for each foot of roller width. Areas seeded with seed drills equipped with rollers shall not be rolled.

3.3.5 Mulching

Mulching shall be performed the same day as seeding. Unless specified otherwise mechanical anchoring of mulch shall be performed.

3.3.5.1 Straw or Hay Mulch

Straw or hay mulch shall be spread uniformly, in a continuous blanket, at the rate of 2 tons per acre. Mulch shall be spread by hand, blower-type mulch spreader or other approved method. Mulching shall be started on the windward side of relatively flat areas or on the upper part of a steep slope and continued uniformly until the area is covered. The mulch shall not be bunched. All seeded areas shall be mulched on the same day as the seeding.

3.3.5.2 Mechanical Anchoring

Immediately following spreading, the mulch shall be anchored to the soil by a land packer with non fluted disks designed to force the mulch into the soil surface a minimum of 3 inches without distrubing the seeded soil surface.

3.3.6 Watering Field Seeded Areas

Watering of field seeded areas shall not be required.

3.4 EROSION CONTROL MATERIAL

The surface of ditches and slopes to receive soil erosion control material shall be finished to a smooth and even condition with all debris, roots, stones and lumps raked out and removed, then the friable surface soil seeded.

3.4.1 Erosion Control Blanket

Soil erosion control blanket shall be unrolled on newly seeded areas. Apply wire staples vertically through the blanket into the ground, keeping the blanket taut against the anchor staples. Erosion control blanket placement shall be accomplished without damage to the installed material or distortion of established grades.
Erosion control blanket shall be installed in accordance with the manufacturer's recommendations.

3.4.2 Erosion Control Fence

Soil Erosion Control Fence shall be installed in those areas required by the Contracting Officer for control of sheet or gully erosion. A six inch deep trench shall be dug just outside the posts for the full length of the silt fence. Inclined the studded "T" posts shall be set a maximum of 6 feet on center. The posts shall be toward the runoff source at angle of not more than 20 degrees from vertical. The posts shall be driven into the ground so that no more than 3 feet protrude above the ground. The fabric shall be attached to the posts, and the fabric placed into the trench and backfill and compact the soil. All splice joints shall overlap a minimum of 18 inches. Erosion control fence shall be installed
in accordance with the manufacturer's recommendations.

3.4.3 Maintenance

The erosion control material shall be maintained until all work on the entire contract or designated portion thereof has been completed and accepted. Maintenance shall consist of

the repair of eroded areas and the repair or replacement and restapling of loose or undermined erosion control material, including reseeding.
The Contractor shall remove the silt on the uphill side of the Silt Fence whenever the silt is within 18 inches of the top of the fence. The silt fence shall be removed at the completion of the project.
Silt shall be removed and disposed of as directed by the Contracting Officer. Areas where silt has been removed shall be reseeded and remulched as specified.

3.4.4 Temporary Grass Cover

3.4.4.1 General

When there are contract delays in the seeding operation or a quick cover is required to prevent erosion, the areas designated for grass shall be seeded with a temporary seed as directed by the Contracting Officer.

3.4.4.2 Application

When no other seeding materials have been applied, the quantity of one half of the required soil amendments shall be applied and the area tilled in accordance with paragraph SITE PREPARATION. Seed shall be uniformly broadcast and applied at the rate specified. The area shall be watered as required.

3.5 *APPLICATION OF PESTICIDE*\

When necessary to remove a pest or disease, a state-certified applicator shall apply required pesticide in accordance with EPA label restrictions and recommendations. Hydraulic equipment shall be provided for the liquid application of a pesticide with a leak-proof tank, positive agitation methods, controlled application pressure and metering gauges. A pesticide plan shall be provided to the Contracting Officer as stated in paragraph SUBMITTALS. Cost for pesticide application will be paid for under the CHANGES, CONTRACT CLAUSES CONSTRUCTION.

3.6 RESTORATION AND CLEAN UP

3.6.1 Restoration

Existing grass areas, pavements and facilities that have been damaged from the seeding operation shall be restored to original condition at Contractor's expense.

3.6.2 Clean Up

Excess and waste material shall be removed from the planting operation and shall be disposed of off the site. Adjacent paved areas shall be cleaned.

3.7 PROTECTION OF SEEDED AREAS

Immediately after seeding operations have been completed, the area shall be protected against traffic or other use by erecting barricades and providing signage as required or as directed by the Contracting Officer to provide protection against traffic and trespass.

3.8 *GRASS ESTABLISHMENT PERIOD*\

3.8.1 Commencement

The Grass Establishment Period for establishing a healthy stand of grass shall begin on the first day of work under this contract and shall end 60 days after the last day of seeding operations required by this contract or until all work on this entire Contract has been completed and accepted, whichever period is longer.

3.8.1.1 Satisfactory Stand of Grass

A satisfactory stand of grass is defined as having a minimum of 40 grass plants per square foot. The total bare spots shall not exceed 5 percent of the total seeded area.

3.8.2 Maintenance During Grass Establishment Period

3.8.2.1 General

Maintenance of the seeded areas shall include eradicating weeds, protecting embankments and ditches from erosion, maintaining erosion control materials and mulch, protecting seeded areas from traffic, and mowing.

3.8.2.2 Mowing

Grass shall be mowed to a minimum height of 8 inches whenever the height of the grass or weeds becomes taller than 12".

3.8.2.3 Pesticide

Treatment for disease or pest shall be in accordance with paragraph APPLICATION OF PESTICIDE. Pesticide shall not be applied within 3 weeks of grass seed germination and shall meet all Federal, DOD and State guidelines.

3.8.2.4 Repair

The Contractor shall re-establish as specified herein, eroded, damaged or barren areas. Mulch shall also be repaired or replaced as required.

3.8.2.5 *Maintenance Report*\

A written record shall be furnished to the Contracting Officer of the maintenance work performed.

3.9 FINAL ACCEPTANCE

See specification SECTION, 01440, CONTRACTOR QUALITY CONTROL, for final inspection and acceptance.

SECTION 03100

STRUCTURAL CONCRETE FORMWORK
11/88

PART 1 GENERAL
1.1. REFERENCES
1.2. SUBMITTALS
1.3. DESIGN
1.4. STORAGE AND HANDLING

PART 2 PRODUCTS
2.1. FORM MATERIALS
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SECTION 03100

STRUCTURAL CONCRETE FORMWORK
11/88

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.

ACI INTERNATIONAL (ACI)

\-ACI 347R-\ (1994) Guide to Formwork for Concrete

DEPARTMENT OF COMMERCE (DOC)

\-DOC PS 1-\ (1996) Construction and Industrial Plywood

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 \=01300=\ SUBMITTAL PROCEDURES:

SD-01 Data\

Concrete Formwork\; *GA*\.

Manufacturer's data including literature describing form materials, accessories, and form releasing agents.

SD-06 Instructions\

Form Releasing Agents\; *GA*\.

Manufacturer's recommendation on method and rate of application of form releasing agents.

1.3 *DESIGN*

Formwork shall be designed in accordance with methodology of \-ACI 347R-\ for anticipated loads, lateral pressures, and stresses. Forms shall be capable of producing a surface which meets the requirements of the class of finish specified in Section \=03300=\ CAST-IN-PLACE STRUCTURAL CONCRETE. Forms shall be capable of withstanding the pressures resulting from placement and vibration of concrete.

1.4 STORAGE AND HANDLING

Fiber voids shall be stored above ground level in a dry location. Fiber voids shall be kept dry until installed and overlaid with concrete.

PART 2 PRODUCTS

2.1 FORM MATERIALS

2.1.1 Forms For Class B Finish

Forms for Class B finished surfaces shall be plywood panels conforming to \-DOC PS 1-\, Grade B-B concrete form panels, Class I or II. Other form materials or liners may be used provided the smoothness and appearance of concrete produced will be equivalent to that produced by the plywood concrete form panels. Forms for round columns shall be the prefabricated seamless type.

2.1.2 NOT USED

2.1.3 Forms For Class D Finish

Forms for Class D finished surfaces, except where concrete is placed against earth, shall be wood or steel or other approved concrete form material.

2.1.4 NOT USED

2.1.5 NOT USED

2.1.6 Form Ties

Form ties shall be factory-fabricated metal ties, shall be of the removable or internal disconnecting or snap-off type, and shall be of a design that will not permit form deflection and will not spall concrete upon removal. Solid backing shall be provided for each tie. Except where removable tie rods are used, ties shall not leave holes in the concrete surface less than 1/4 inch nor more than 1 inch deep and not more than 1 inch in diameter. Removable tie rods shall be not more than 1-1/2 inches in diameter.

2.1.7 *Form Releasing Agents*\

Form releasing agents shall be commercial formulations that will not bond with, stain or adversely affect concrete surfaces. Agents shall not impair subsequent treatment of concrete surfaces depending upon bond or adhesion nor impede the wetting of surfaces to be cured with water or curing compounds.

PART 3 EXECUTION

3.1 INSTALLATION

3.1.1 Formwork

Forms shall be mortar tight, properly aligned and adequately supported to produce concrete surfaces meeting the surface requirements specified in Section \=03300=\CAST-IN-PLACE STRUCTURAL CONCRETE and conforming to construction tolerance given in TABLE 1. Where concrete surfaces are to have a Class A or Class B finish, joints in form panels shall be arranged as approved. Where forms for continuous surfaces are placed in successive units, care shall be taken to fit the forms over the completed surface so as to obtain accurate alignment of the surface and to prevent leakage of mortar. Forms shall not be reused if there is any evidence of surface wear

and tear or defects which would impair the quality of the surface. Surfaces of forms to be reused shall be cleaned of mortar from previous concreting and of all other foreign material before reuse. Form ties that are to be completely withdrawn shall be coated with a nonstaining bond breaker.

3.2 CHAMFERING

Except as otherwise shown, external corners that will be exposed shall be chamfered, beveled, or rounded by moldings placed in the forms.

3.3 COATING

Forms for Class A and Class B finished surfaces shall be coated with a form releasing agent before the form or reinforcement is placed in final position. The coating shall be used as recommended in the manufacturer's printed or written instructions. Forms for Class C and D finished surfaces may be wet with water in lieu of coating immediately before placing concrete, except that in cold weather with probable freezing temperatures coating shall be mandatory. Surplus coating on form surfaces and coating on reinforcing steel and construction joints shall be removed before placing concrete.

3.4 \+REMOVAL OF FORMS+

Forms shall be removed in a manner that will prevent injury to the concrete and ensure the complete safety of the structure. Formwork for columns, walls, side of beams and other parts not supporting the weight of concrete may be removed when the concrete has attained sufficient strength to resist damage from the removal operation but not before at least 24 hours has elapsed since concrete placement. Supporting forms and shores shall not be removed from beams, floors and walls until the structural units are strong enough to carry their own weight and any other construction or natural loads. In no case will supporting forms or shores be removed before the concrete strength has reached 70 percent of design strengths as determined by field cured cylinders or other approved methods. This strength shall be demonstrated by job-cured test specimens, and by a structural analysis considering the proposed loads in relation to these test strengths and the strength of forming and shoring system. The job-cured test specimens for form removal purposes shall be provided in numbers as directed and shall be in addition to those required for concrete quality control. The specimens shall be removed from molds at the age of 24 hours and shall receive, insofar as possible, the same curing and protection as the structures they represent.

TABLE 1

TOLERANCES FOR FORMED SURFACES

1. Variations from the plumb:	In any 10 feet of length ----- 1/4 inch
a. In the lines and surfaces of columns, piers, walls and in arises	Maximum for entire length ----- 1 inch
b. For exposed corner columns, control-joint grooves, and other conspicuous lines	In any 20 feet of length ----- 1/4 inch Maximum for entire length ---- 1/2 inch
2. Variation from the level or	In any 10 feet of length ----- 1/4 inch

	from the grades indicated on the drawings	In any bay or in any 20 feet of length ---------- 3/8 inch
3.	Variation of the linear building lines from established position in plan	In any 20 feet ---------- 1/2 inch Maximum ---------- 1 inch
4.	Variation of distance between walls, columns, partitions	1/4 inch per 10 feet of distance, but not more than 1/2 inch in any one bay, and not more than 1 inch total variation
5.	Variation in the sizes and locations of sleeves, floor openings, and wall opening	Minus ---------- 1/4 inch Plus ---------- 1/2 inch
6.	Variation in cross-sectional dimensions of columns and beams and in the thickness of slabs and walls	Minus ---------- 1/4 inch Plus ---------- 1/2 inch

SECTION 03200

CONCRETE REINFORCEMENT
11/88

PART 1 GENERAL
1.1. REFERENCES
1.2. SUBMITTALS
1.3. \+QUALIFICATIONS+\
1.4. DELIVERY AND STORAGE

PART 2 PRODUCTS
2.1. DOWELS
2.2. FABRICATED BAR MATS
2.3. REINFORCING STEEL
2.4. NOT USED
2.5. WIRE TIES
2.6. SUPPORTS
2.7. NOT USED

PART 3 EXECUTION
3.1. REINFORCEMENT
3.2. NOT USED
3.3. DOWELS
3.4. NOT USED

SECTION 03200

CONCRETE REINFORCEMENT
11/88

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.

ACI INTERNATIONAL (ACI)

\-ACI 318/318R-\ (1999) Building Code Requirements for Structural Concrete and Commentary

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

\-ASTM A 615-\ (2001) Deformed and Plain Billet-Steel Bars for Concrete Reinforcement

CONCRETE REINFORCING STEEL INSTITUTE (CRSI)

\-CRSI MSP-1-\ (1996) Manual of Standard Practice

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 \=01300=\ SUBMITTAL PROCEDURES:

SD-04 Drawings\

Concrete Reinforcement System\; *GA*\.

Detail drawings showing reinforcing steel placement, schedules, sizes, grades, and splicing and bending details. Drawings shall show support details including types, sizes and spacing.

SD-13 Certificates\

Reinforcing Steel\; *GA*\.

Certified copies of mill reports attesting that the reinforcing steel furnished meets the requirements specified, prior to the installation of reinforcing steel.

1.3 \+*QUALIFICATIONS*\+

Welders shall be qualified in accordance with \-AWS D1.4-\. Qualification test shall be performed at the worksite and the Contractor shall notify the Contracting Officer 24

hours prior to conducting tests. Special welding procedures and welders qualified by others may be accepted as permitted by \-AWS D1.4-\.

1.4 DELIVERY AND STORAGE

Reinforcement and accessories shall be stored off the ground on platforms, skids, or other supports.

PART 2 PRODUCTS

2.1 DOWELS

Dowels shall conform to \-ASTM A 675-\, Grade 80, or \-ASTM A 499-\. Steel pipe conforming to \-ASTM A 53-\, Schedule 80, may be used as dowels provided the ends are closed with metal or plastic inserts or with mortar.

2.2 FABRICATED BAR MATS

Fabricated bar mats shall conform to \-ASTM A 184-\.

2.3 *REINFORCING STEEL*

Reinforcing steel shall be deformed bars conforming to \-ASTM A 615-\ or \-ASTM A 706-\, grades and sizes as indicated. Cold drawn wire used for spiral reinforcement shall conform to \-ASTM A 82-\.

2.4 NOT USED

2.5 WIRE TIES

Wire ties shall be 16 gauge or heavier black annealed steel wire.

2.6 SUPPORTS

Bar supports for formed surfaces shall be designed and fabricated in accordance with \-CRSI MSP-1-\ and shall be steel or precast concrete blocks. Precast concrete blocks shall have wire ties and shall be not less than \^100 by 100 mm (4 by 4 inches)^\ \~4 inches square~\ when supporting reinforcement on ground. Precast concrete block shall have compressive strength equal to that of the surrounding concrete. Where concrete formed surfaces will be exposed to weather or where surfaces are to be painted, steel supports within \^13 mm^\ \~1/2 inch~\ of concrete surface shall be galvanized, plastic protected or of stainless steel. Concrete supports used in concrete exposed to view shall have the same color and texture as the finish surface. For slabs on grade, supports shall be precast concrete blocks, plastic coated steel fabricated with bearing plates, or specifically designed wire-fabric supports fabricated of plastic.

PART 3 EXECUTION

3.1 REINFORCEMENT

Reinforcement shall be fabricated to shapes and dimensions shown and shall conform to the requirements of \-ACI 318/318R-\. Reinforcement shall be cold bent unless otherwise authorized. Bending may be accomplished in the field or at the mill. Bars shall not be bent after embedment in concrete. Safety caps shall be placed on all exposed ends of

vertical concrete reinforcement bars that pose a danger to life safety. Wire tie ends shall face away from the forms.

3.1.1 Placement

Reinforcement shall be free from loose rust and scale, dirt, oil, or other deleterious coating that could reduce bond with the concrete. Reinforcement shall be placed in accordance with \-ACI 318/318R-\ at locations shown plus or minus one bar diameter. Reinforcement shall not be continuous through expansion joints and shall be as indicated through construction or contraction joints. Concrete coverage shall be as indicated or as required by \-ACI 318/318R-\. If bars are moved more than one bar diameter to avoid interference with other reinforcement, conduits or embedded items, the resulting arrangement of bars, including additional bars required to meet structural requirements, shall be approved before concrete is placed.

3.1.2 Splicing

Splices of reinforcement shall conform to \-ACI 318/318R-\ and shall be made only as required or indicated. Splicing shall be by lapping or by mechanical or welded butt connection; except that lap splices shall not be used for bars larger than No. 11 unless otherwise indicated. Welding shall conform to \-AWS D1.4-\. Welded butt splices shall be full penetration butt welds. Lapped bars shall be placed in contact and securely tied or spaced transversely apart to permit the embedment of the entire surface of each bar in concrete. Lapped bars shall not be spaced farther apart than one-fifth the required length of lap or \^150 mm.^\ \~6 inches.~\

3.2 NOT USED

3.3 DOWELS

Dowels shall be installed in slabs on grade at locations indicated and at right angles to joint being doweled. Dowels shall be accurately positioned and aligned parallel to the finished concrete surface before concrete placement. Dowels shall be rigidly supported during concrete placement. One end of dowels shall be coated with a bond breaker.

SECTION 03250

EXPANSION JOINTS, CONTRACTION JOINTS, AND WATERSTOPS
07/95

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 920-\ (1998) Elastomeric Joint Sealants

\-ASTM D 412 REVA-\ (1998) Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers - Tension

\-ASTM D 471-\ (1998) Rubber Property - Effect of Liquids

\-ASTM D 1751-\ (1999) Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)

\-ASTM D 1752-\ (1984; R 1992) Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction

CORPS OF ENGINEERS (COE)

\-COE CRD-C 513-\ (1974) Corps of Engineers Specifications for Rubber Waterstops

\-COE CRD-C 572-\ (1974) Corps of Engineers Specifications for Polyvinylchloride Waterstops

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 \=01300=\ SUBMITTAL PROCEDURES:

SD-01 Data\

Preformed Expansion Joint Filler\; *GA*\.

Sealant\; *GA*\.

Waterstops\; *GA*\.

Manufacturer's literature, including safety data sheets, for preformed fillers and the lubricants used in their installation; field-molded sealants and primers (when required by sealant manufacturer); preformed compression seals; and waterstops.

SD-06 Instructions\

Preformed Expansion Joint Filler\; *GA*\.

Sealant\; *GA*\.

Waterstops\; *GA*\.

Manufacturer's recommended instructions for installing preformed fillers, field-molded sealants; preformed compression seals; and waterstops; and for splicing non-metallic waterstops.

SD-13 Certificates\

Preformed Expansion Joint Filler\; *GA*\.

Sealant\; *GA*\.

Waterstops\; *GA*\.

Certificates of compliance stating that the joint filler and sealant materials and waterstops conform to the requirements specified.

SD-14 Samples\

Field-Molded Sealant and Primer\; *GA*\.

One gallon of field-molded sealant and one quart of primer (when primer is recommended by the sealant manufacturer) identified to indicate manufacturer, type of material, quantity, and shipment or lot represented.

Non-metallic Waterstops and Splices\; *GA*\.

Specimens identified to indicate manufacturer, type of material, size, quantity of material, and shipment or lot represented. Each sample shall be a piece not less than 12 inch long cut from each 200 ft of finished waterstop furnished, but not less than a total of 4 ft of each type, size, and lot furnished. One splice sample of each size and type for every 50 splices made in the factory and every 10 splices made at the job site. The splice samples shall be made using straight run pieces with the splice located at the mid-length of the sample and finished as required for the installed waterstop. The total length of each splice shall be not less than 12 inches long.

1.3 DELIVERY AND STORAGE

Material delivered and placed in storage shall be stored off the ground and protected from moisture, dirt, and other contaminants. Sealants shall be delivered in the manufacturer's original unopened containers. Sealants whose shelf life has expired shall be removed from the site.

PART 2 PRODUCTS

2.1 NOT USED

2.2 *PREFORMED EXPANSION JOINT FILLER*

Expansion joint filler shall be preformed material conforming to \-ASTM D 1751-\ or \-ASTM D 1752-\. Unless otherwise indicated, filler material shall be 3/8 inch thick and of a width applicable for the joint formed. Backer material, when required, shall conform to \-ASTM D 5249-\.

2.3 *SEALANT*

Joint sealant shall conform to the following:

2.3.1 NOT USED

2.3.2 NOT USED

2.3.3 NOT USED

2.3.4 Field Molded Type

\-ASTM C 920-\, Type M for horizontal joints or Type NS for vertical joints, Class 25, and Use NT. Bond breaker material shall be polyethylene tape, coated paper, metal foil or similar type materials. The back-up material shall be compressible, non-shrink, nonreactive with sealant, and non-absorptive material type such as extruded butyl or polychloroprene rubber.

2.4 *WATERSTOPS*

Intersection and change of direction waterstops shall be shop fabricated.

2.4.1 NOT USED

2.4.2 NOT USED

2.4.3 Non-Metallic

Non-metallic waterstops shall be manufactured from a prime virgin resin; reclaimed material is not acceptable. The compound shall contain plasticizers, stabilizers, and other additives to meet specified requirements. Rubber waterstops shall conform to \-COE CRD-C 513-\. Polyvinylchloride waterstops shall conform to \-COE CRD-C 572-\. Thermoplastic elastomeric rubber waterstops shall conform to \-ASTM D 471-\.

PART 3 EXECUTION

3.1 JOINTS

Joints shall be installed at locations indicated and as authorized.

3.1.1 NOT USED

3.1.2 Expansion Joints

Preformed expansion joint filler shall be used in expansion joints as indicated on the drawings. The filler shall extend the full wall depth, unless otherwise indicated. The edges of the joint shall be neatly finished as shown on the drawings.

3.1.3 Joint Sealant

Expansion joints be filled with joint sealant, unless otherwise shown. Joint surfaces shall be clean, dry, and free of oil or other foreign material which would adversely affect the bond between sealant and concrete. Joint sealant shall be applied as recommended by the manufacturer of the sealant.

3.1.3.1 NOT USED

3.1.3.2 Joints With Field-Molded Sealant

Joints shall not be sealed when the sealant material, ambient air, or concrete temperature is less than 40 degrees F. When the sealants are meant to reduce the sound transmission characteristics of interior walls, ceilings, and floors the guidance provided in \-ASTM C 919-\ shall be followed. Joints requiring a bond breaker shall be coated with curing compound or with bituminous paint. Bond breaker shall be installed where required. Joints shall be primed and filled flush with joint sealant in accordance with the manufacturer's recommendations.

3.2 WATERSTOPS, INSTALLATION AND SPLICES

Waterstops shall be installed at the locations shown to form a continuous water-tight diaphragm. Adequate provision shall be made to support and completely protect the waterstops during the progress of the work. Any waterstop punctured or damaged shall be repaired or replaced. Exposed waterstops shall be protected during application of form release agents to avoid being coated. Suitable guards shall be provided to protect exposed projecting edges and ends of partially embedded waterstops from damage when concrete placement has been discontinued. Splices shall be made by certified trained personnel using approved equipment and procedures.

3.2.1 NOT USED

3.2.2 NOT USED

3.2.3 Non-Metallic

Fittings shall be shop made using a machine specifically designed to mechanically weld the waterstop. A miter guide, proper fixturing (profile dependant), and portable power saw shall be used to miter cut the ends to be joined to ensure good alignment and contact between joined surfaces. The splicing of straight lengths shall be done by squaring the ends to be joined. Continuity of the characteristic features of the cross section of the waterstop (ribs, tabular center axis, protrusions, etc.) shall be maintained across the splice.

3.2.3.1 Rubber Waterstop

Splices shall be vulcanized or shall be made using cold bond adhesive as recommended by the manufacturer. Splices for TPE-R shall be as specified for PVC.

3.2.3.2 Polyvinyl Chloride Waterstop

Splices shall be made by heat sealing the adjacent waterstop edges together using a thermoplastic splicing iron utilizing a non-stick surface specifically designed for waterstop welding. The correct temperature shall be used to sufficiently melt without

charring the plastic. The spliced area, when cooled, shall show no signs of separation, holes, or other imperfections when bent by hand in as sharp an angle as possible.

3.2.3.3 Quality Assurance

Edge welding will not be permitted. Centerbulbs shall be compressed or closed when welding to non-centerbulb type. Waterstop splicing defects which are unacceptable include, but are not limited to the following: 1) Tensile strength less than 80 percent of parent section. 2) Free lap joints. 3) Misalignment of centerbulb, ribs, and end bulbs greater than 1/16 inch. 4) Misalignment which reduces waterstop cross section more than 15 percent. 5) Bond failure at joint deeper than 1/16 inch or 15 percent of material thickness. 6) Misalignment of waterstop splice resulting in misalignment of waterstop in excess of 1/2 inch in 10 feet. 7) Visible porosity in the weld area, including pin holes. 8) Charred or burnt material. 9) Bubbles or inadequate bonding. 10) Visible signs of splice separation when cooled splice is bent by hand at a sharp angle.

3.3 CONSTRUCTION JOINTS

Construction joints are specified in Section \=03300=\ CAST-IN-PLACE STRUCTURAL CONCRETE except that construction joints coinciding with expansion and contraction joints shall be treated as expansion or contraction joints as applicable.

SECTION 03300
CAST-IN-PLACE STRUCTURAL CONCRETE

PART 1 GENERAL
1.1. REFERENCES
1.2. NOT USED
1.3. NOT USED
1.4. SUBMITTALS
1.5. NOT USED
1.6. NOT USED
1.7. NOT USED
1.8. GENERAL REQUIREMENTS
1.9. MIXTURE PROPORTIONS
1.10. STORAGE OF MATERIALS
1.11. GOVERNMENT ASSURANCE INSPECTION AND TESTING

PART 2 PRODUCTS
2.1. CEMENTITIOUS MATERIALS
2.2. AGGREGATES
2.3. CHEMICAL ADMIXTURES
2.4. CURING MATERIALS
2.5. WATER
2.6. NONSHRINK GROUT
2.7. NOT USED
2.8. NOT USED
2.9. NOT USED
2.10. EMBEDDED ITEMS
2.11. NOT USED
2.12. NOT USED
2.13. NOT USED
2.14. JOINT MATERIALS

PART 3 EXECUTION
3.1. PREPARATION FOR PLACING
3.2. CONCRETE PRODUCTION
3.3. NOT USED
3.4. NOT USED
3.5. NOT USED
3.6. TRANSPORTING CONCRETE TO PROJECT SITE
3.7. CONVEYING CONCRETE ON SITE
3.8. PLACING CONCRETE
3.9. JOINTS
3.10. FINISHING FORMED SURFACES
3.11. REPAIRS
3.12. FINISHING UNFORMED SURFACES
3.13. NOT USED
3.14. NOT USED
3.15. CURING AND PROTECTION
3.16. SETTING BASE PLATES AND BEARING PLATES
3.17. TESTING AND INSPECTION FOR CONTRACTOR QUALITY CONTROL

SECTION 03300

CAST-IN-PLACE STRUCTURAL CONCRETE
09/95

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 ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

\-AASHTO M 182-\ (1991I) Burlap Cloth Made From Jute or Kenaf

ACI INTERNATIONAL (ACI)

\-ACI 117/A117R-\ (1990; Errata) Standard Tolerances for Concrete Construction and Materials

\-ACI 211.1-\ (1991) Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete

\-ACI 211.2-\ (1998) Standard Practice for Selecting Proportions for Structural Lightweight Concrete

\-ACI 214.3R-\ (1988) Simplified Version of the Recommended Practice for Evaluation of Strength Test Results of Concrete

\-ACI 301-\ (1999) Specifications for Structural Concrete for Buildings

\-ACI 305R-\ (1999) Hot Weather Concreting

\-ACI 318/318R-\ (1999) Building Code Requirements for Reinforced Concrete and Commentaries

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

\-ASTM C 31-\ (2000) Making and Curing Concrete Test Specimens in the Field

\-ASTM C 33-\ (2001) Concrete Aggregates

\-ASTM C 39-\ (2000) Compressive Strength of Cylindrical Concrete Specimens

\-ASTM C 42-\ (1994) Obtaining and Testing Drilled Cores and Sawed Beams of Concrete

\-ASTM C 94-\ (2000) Ready-Mixed Concrete

\-ASTM C 131-\ (1996) Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine

\-ASTM C 136 REVA-\ (1996) Sieve Analysis of Fine and Coarse Aggregates

\-ASTM C 143-\ (2000) Slump of Hydraulic Cement Concrete

\-ASTM C 150-\ (2000) Portland Cement

\-ASTM C 171 REVA-\ (R1997) Sheet Materials for Curing Concrete

\-ASTM C 172-\ (1999) Sampling Freshly Mixed Concrete

\-ASTM C 173 REVA-\ (1994a) Air Content of Freshly Mixed Concrete by the Volumetric Method

\-ASTM C 192-\ (2000) Making and Curing Concrete Test Specimens in the Laboratory

\-ASTM C 231-\ (1997) Air Content of Freshly Mixed Concrete by the Pressure Method

\-ASTM C 260-\ (2000) Air-Entraining Admixtures for Concrete

\-ASTM C 309 REVA-\ (1998) Liquid Membrane-Forming Compounds for Curing Concrete

\-ASTM C 330-\ (2000) Lightweight Aggregates for Structural Concrete

\-ASTM C 494 REVA-\ (1999) Chemical Admixtures for Concrete

\-ASTM C 595 REVA-\ (2000) Blended Hydraulic Cements

\-ASTM C 618 REVA-\ (2000) Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete

\-ASTM C 940 REVA-\ (1998) Expansion and Bleeding of Freshly Mixed Grouts for Preplaced-Aggregate Concrete in the Laboratory

\-ASTM C 1017-\ (1998) Chemical Admixtures for Use in Producing Flowing Concrete

\-ASTM C 1064-\ (1999) Temperature of Freshly Mixed Portland Cement Concrete

\-ASTM C 1077-\ (2000) Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation

\-ASTM C 1107-\ (1999) Packaged Dry, Hydraulic-Cement Grout (Nonshrink)

\-ASTM C 1116-\ (2000) Fiber-Reinforced Concrete and Shotcrete

\-ASTM C 1240-\ (2000) Silica Fume for Use in Hydraulic Cement Concrete and Mortar

\-ASTM D 75-\ (1997) Sampling Aggregates

\-ASTM D 1751-\ (1999) Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)

\-ASTM D 1752-\ (1984; R 1992) Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction

CORPS OF ENGINEERS (COE)

\-COE CRD-C 104-\ (1980) Method of Calculation of the Fineness Modulus of Aggregate

\-COE CRD-C 400-\ (1963) Requirements for Water for Use in Mixing or Curing Concrete

\-COE CRD-C 521-\ (1981) Standard Test Method for Frequency and Amplitude of Vibrators for Concrete

\-COE CRD-C 540-\ (1971; R 1981) Standard Specification for Nonbituminous Inserts for Contraction Joints in Portland Cement Concrete Airfield Pavements, Sawable Type

\-COE CRD-C 572-\ (1974) Corps of Engineers Specifications for Polyvinylchloride Waterstop

NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST)

\-NIST HB 44-\ (1997) NIST Handbook 44: Specifications, Tolerances, and Other Technical Requirements for Weighing and Measuring Devices

NATIONAL READY-MIXED CONCRETE ASSOCIATION (NRMCA)

\-NRMCA TMMB-01-\ (1996) Truck Mixer Agitator and Front Discharge Concrete Carrier Standards of the Truck Mixer Manufacturers Bureau

\-NRMCA CPMB 100-\ (1996) Concrete Plant Standards

\-NRMCA QC 3-\ (1984) Quality Control Manual: Section 3, Plant Certifications Checklist: Certification of Ready Mixed Concrete Production Facilities

1.2 NOT USED

1.3 NOT USED

1.4 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 \=01300=\ SUBMITTAL PROCEDURES:

SD-08 Statements\

Mixture Proportions\; *GA*\.

The results of trial mixture design studies along with a statement giving the maximum nominal coarse aggregate size and the proportions of ingredients that will be used in the manufacture of each strength or class of concrete, at least 14 days prior to commencing concrete placing operations. Aggregate weights shall be based on the saturated surface dry condition. The statement shall be accompanied by test results

from an approved independent commercial testing laboratory, showing that mixture design studies have been made with materials proposed for the project and that the proportions selected will produce concrete of the qualities indicated. No substitutions shall be made in the materials used in the mixture design studies without additional tests to show that the quality of the concrete is satisfactory.

SD-09 Reports\

Testing and Inspection for Contractor Quality Control\; *GA*\.

Certified copies of laboratory test reports, including mill tests and all other test data, for portland cement, blended cement, pozzolan, ground granulated blast furnace slag, silica fume, aggregate, admixtures, and curing compound proposed for use on this project.

SD-13 Certificates\

Qualifications\; *GA*\.

Written documentation for Contractor Quality Control personnel.

SD-14 Samples\

Surface Retarder\; *GA*\.

Surface retarder material with manufacturer's instructions for application in conjunction with air-water cutting.

1.5 NOT USED

1.6 NOT USED

1.7 NOT USED

1.8 GENERAL REQUIREMENTS

1.8.1 Tolerances

Except as otherwise specified herein, tolerances for concrete batching, mixture properties, and construction as well as definition of terms and application practices shall be in accordance with \-ACI 117/A117R-\.

1.8.2 Strength Requirements and w/c Ratio

1.8.2.1 Strength Requirements

Specified compressive strength (f'c) shall be as follows:

COMPRESSIVE STRENGTH	STRUCTURE OR PORTION OF STRUCTURE
4000 psi at 28 days	all work

a. Evaluation of Concrete Compressive Strength. Compressive strength specimens (6 by 12 inch cylinders) shall be fabricated by the Contractor and laboratory cured in

accordance with \-ASTM C 31-\ and tested in accordance with \-ASTM C 39-\. The strength of the concrete will be considered satisfactory so long as the average of all sets of three consecutive test results equals or exceeds the specified compressive strength f'c and no individual test result falls below the specified strength f'c by more than 500 psi. A "test" is defined as the average of two companion cylinders, or if only one cylinder is tested, the results of the single cylinder test. Additional analysis or testing, including taking cores and/or load tests may be required at the Contractor's expense when the strength of the concrete in the structure is considered potentially deficient.

b. Investigation of Low-Strength Compressive Test Results. When any strength test of standard-cured test cylinders falls below the specified strength requirement by more than 500 psi or if tests of field-cured cylinders indicate deficiencies in protection and curing, steps shall be taken to assure that the load-carrying capacity of the structure is not jeopardized. When the strength of concrete in place is considered potentially deficient, cores shall be obtained and tested in accordance with \-ASTM C 42-\. At least three representative cores shall be taken from each member or area of concrete in place that is considered potentially deficient. The location of cores will be determined by the Contracting Officer to least impair the strength of the structure. Concrete in the area represented by the core testing will be considered adequate if the average strength of the cores is equal to at least 85 percent of the specified strength requirement and if no single core is less than 75 percent of the specified strength requirement. Non-destructive tests (tests other than test cylinders or cores) shall not be used as a basis for acceptance or rejection. The Contractor shall perform the coring and repair the holes. Cores will be tested by the Government.

c. Load Tests. If the core tests are inconclusive or impractical to obtain or if structural analysis does not confirm the safety of the structure, load tests may be directed by the Contracting Officer in accordance with the requirements of \-ACI 318/318R-\. Concrete work evaluated by structural analysis or by results of a load test as being understrength shall be corrected in a manner satisfactory to the Contracting Officer. All investigations, testing, load tests, and correction of deficiencies shall be performed by and at the expense of the Contractor and must be approved by the Contracting Officer.

1.8.2.2 Water-Cement Ratio

Maximum water-cement ratio (w/c) for normal weight concrete shall be as follows:

WATER-CEMENT RATIO, BY WEIGHT	STRUCTURE OR PORTION OF STRUCTURE
0.45	all work

These w/c's may cause higher strengths than that required above for compressive or flexural strength. The maximum w/c required will be the equivalent w/c as determined by conversion from the weight ratio of water to cement plus pozzolan by the weight equivalency method as described in \-ACI 211.1-\.

1.8.3 Air Entrainment

Except as otherwise specified for lightweight concrete, all normal weight concrete shall be air entrained to contain between 4 and 7 percent total air. Specified air content shall be attained at point of placement into the forms. Air content for normal weight concrete shall be determined in accordance with \-ASTM C 231-\.

1.8.4 Slump

Slump of the concrete, as delivered to the point of placement into the forms, shall be within the following limits. Slump shall be determined in accordance with \-ASTM C 143-\.

Structural Element	Slump Minimum	Slump Maximum
All work	2 in.	4 in.
Any structural concrete approved for placement by pumping:		
At pump	2 in.	6 in.
At discharge of line	1 in.	4 in.

1.8.5 Concrete Temperature

The temperature of the concrete as delivered shall not exceed 90 degrees F. When the ambient temperature during placing is 40 degrees F or less, or is expected to be at any time within 6 hours after placing, the temperature of the concrete as delivered shall be between 55 and 75 degrees F.

1.8.6 Size of Coarse Aggregate

The largest feasible nominal maximum size aggregate (NMSA) specified in paragraph AGGREGATES shall be used in each placement. However, nominal maximum size of aggregate shall not exceed any of the following: three-fourths of the minimum cover for reinforcing bars, three-fourths of the minimum clear spacing between reinforcing bars, one-fifth of the narrowest dimension between sides of forms, or one-third of the thickness of slabs or toppings.

1.8.7 Special Properties and Products

Concrete may contain admixtures other than air entraining agents, such as water reducers, superplasticizers, or set retarding agents to provide special properties to the concrete, if specified or approved. Any of these materials to be used on the project shall be used in the mix design studies.

1.9 *MIXTURE PROPORTIONS*\

Concrete shall be composed of portland cement, other cementitious and pozzolanic materials as specified, aggregates, water and admixtures as specified.

1.9.1 Proportioning Studies for Normal Weight Concrete

Trial design batches, mixture proportioning studies, and testing requirements for various classes and types of concrete specified shall be the responsibility of the Contractor. Except as specified for flexural strength concrete, mixture proportions shall be based on compressive strength as determined by test specimens fabricated in accordance with \-ASTM C 192-\ and tested in accordance with \-ASTM C 39-\. Samples of all materials used in mixture proportioning studies shall be representative of those proposed for use in the project and shall be accompanied by the manufacturer's or producer's test reports indicating compliance with these specifications. Trial mixtures

having proportions, consistencies, and air content suitable for the work shall be made based on methodology described in \-ACI 211.1-\, using at least three different water-cement ratios for each type of mixture, which will produce a range of strength encompassing those required for each class and type of concrete required on the project. The maximum water-cement ratios required in the paragraph Maximum Allowable w/c Ratio will be the equivalent water-cement ratio as determined by conversion from the weight ratio of water to cement plus pozzolan, silica fume, and ground granulated blast furnace slag (GGBF slag) by the weight equivalency method as described in \-ACI 211.1-\. In the case where silica fume or GGBF slag is used, the weight of the silica fume and GGBF slag shall be included in the equations in \-ACI 211.1-\ for the term P, which is used to denote the weight of pozzolan. If pozzolan is used in the concrete mixture, the minimum pozzolan content shall be 15 percent by weight of the total cementitious material, and the maximum shall be 35 percent. Laboratory trial mixtures shall be designed for maximum permitted slump and air content. Separate sets of trial mixture studies shall be made for each combination of cementitious materials and each combination of admixtures proposed for use. No combination of either shall be used until proven by such studies, except that, if approved in writing and otherwise permitted by these specifications, an accelerator or a retarder may be used without separate trial mixture study. Separate trial mixture studies shall also be made for concrete for any conveying or placing method proposed which requires special properties and for concrete to be placed in unusually difficult placing locations. The temperature of concrete in each trial batch shall be reported. For each water-cement ratio, at least three test cylinders for each test age shall be made and cured in accordance with \-ASTM C 192-\. They shall be tested at 7 and 28 days in accordance with \-ASTM C 39-\. From these test results, a curve shall be plotted showing the relationship between water-cement ratio and strength for each set of trial mix studies. In addition, a curve shall be plotted showing the relationship between 7 day and 28 day strengths. Each mixture shall be designed to promote easy and suitable concrete placement, consolidation and finishing, and to prevent segregation and excessive bleeding.

1.9.2 NOT USED

1.9.3 NOT USED

1.9.4 Average Compressive Strength Required for Mixtures

The mixture proportions selected during mixture design studies shall produce a required average compressive strength (f'cr) exceeding the specified compressive strength (f'c) by the amount indicated below. This required average compressive strength, f'cr, will not be a required acceptance criteria during concrete production. However, whenever the daily average compressive strength at 28 days drops below f'cr during concrete production, or daily average 7-day strength drops below a strength correlated with the 28-day f'cr, the mixture shall be adjusted, as approved, to bring the daily average back up to f'cr. During production, the required f'cr shall be adjusted, as appropriate, based on the standard deviation being attained on the job.

1.9.4.1 Computations from Test Records

Where a concrete production facility has test records, a standard deviation shall be established in accordance with the applicable provisions of \-ACI 214.3R-\. Test records from which a standard deviation is calculated shall represent materials, quality control procedures, and conditions similar to those expected; shall represent concrete produced to meet a specified strength or strengths (f'c) within 1,000 psi of that specified for proposed work; and shall consist of at least 30 consecutive tests. A strength test shall be the average of the strengths of two cylinders made from the same

sample of concrete and tested at 28 days. Required average compressive strength f'cr used as the basis for selection of concrete proportions shall be the larger of the equations that follow using the standard deviation as determined above:

$f'cr = f'c + 1.34S$

$f'cr = f'c + 2.33S - 500$

Where S = standard deviation

Where a concrete production facility does not have test records meeting the requirements above but does have a record based on 15 to 29 consecutive tests, a standard deviation shall be established as the product of the calculated standard deviation and a modification factor from the following table:

NUMBER OF TESTS	MODIFICATION FACTOR FOR STANDARD DEVIATION
15	1.16
20	1.08
25	1.03
30 or more	1.00

1.9.4.2 Computations without Previous Test Records

When a concrete production facility does not have sufficient field strength test records for calculation of the standard deviation, the required average strength f'cr shall be determined as follows:

a. If the specified compressive strength f'c is less than 3,000 psi, f'cr = f'c + 1000 psi

b. If the specified compressive strength f'c is 3,000 to 5,000 psi, f'cr = f'c + 1,200 psi

c. If the specified compressive strength f'c is over 5,000 psi, f'cr = f'c + 1,400 psi

1.9.5 Average Flexural Strength Required for Mixtures

The mixture proportions selected during mixture design studies for flexural strength mixtures and the mixture used during concrete production shall be designed and adjusted during concrete production as approved, except that the overdesign for average flexural strength shall simply be 15 percent greater than the specified flexural strength at all times.

1.10 STORAGE OF MATERIALS

Cement and other cementitious materials shall be stored in weathertight buildings, bins, or silos which will exclude moisture and contaminants and keep each material completely separated. Aggregate stockpiles shall be arranged and used in a manner to avoid excessive segregation and to prevent contamination with other materials or with other sizes of aggregates. Aggregate shall not be stored directly on ground unless a sacrificial layer is left undisturbed. Reinforcing bars and accessories shall be stored above the ground on platforms, skids or other supports. Other materials shall be stored

in such a manner as to avoid contamination and deterioration. Admixtures which have been in storage at the project site for longer than 6 months or which have been subjected to freezing shall not be used unless retested and proven to meet the specified requirements. Materials shall be capable of being accurately identified after bundles or containers are opened.

1.11 GOVERNMENT ASSURANCE INSPECTION AND TESTING

Day-to day inspection and testing shall be the responsibility of the Contractor Quality Control (CQC) staff. However, representatives of the Contracting Officer can and will inspect construction as considered appropriate and will monitor operations of the Contractor's CQC staff. Government inspection or testing will not relieve the Contractor of any of his CQC responsibilities.

1.11.1 NOT USED

1.11.2 Fresh Concrete

Fresh concrete will be sampled as delivered in accordance with \-ASTM C 172-\ and tested in accordance with these specifications, as considered necessary.

1.11.3 NOT USED

1.11.4 Inspection

Concrete operations may be tested and inspected by the Government as the project progresses. Failure to detect defective work or material will not prevent rejection later when a defect is discovered nor will it obligate the Government for final acceptance.

PART 2 PRODUCTS

2.1 CEMENTITIOUS MATERIALS

Cementitious Materials shall be portland cement, portland-pozzolan cement, portland blast-furnace slag cement, or portland cement in combination with pozzolan or ground granulated blast furnace slag or silica fume and shall conform to appropriate specifications listed below. Use of cementitious materials in concrete which will have surfaces exposed in the completed structure shall be restricted so there is no change in color, source, or type of cementitious material.

2.1.1 Portland Cement

\-ASTM C 150-\, Type I low alkali with a maximum 15 percent amount of tricalcium aluminate, or Type II low alkali .

2.1.2 High-Early-Strength Portland Cement

\-ASTM C 150-\, Type III with tricalcium aluminate limited to 5 percent, low alkali. Type III cement shall be used only in isolated instances and only when approved in writing.

2.1.3 NOT USED

2.1.4 Pozzolan (Fly Ash)

\-ASTM C 618-\, Class C or F with the optional requirements for multiple factor, drying shrinkage, and uniformity from Table 2A of \-ASTM C 618-\. Requirement for maximum alkalies from Table 1A of \-ASTM C 618-\ shall apply. If pozzolan is used, it shall never be less than 15 percent nor more than 35 percent by weight of the total cementitious material.

2.2 AGGREGATES

Aggregates shall conform to the following.

2.2.1 Fine Aggregate

Fine aggregate shall conform to the quality and gradation requirements of \-ASTM C 33-\.

2.2.2 Coarse Aggregate

Coarse aggregate shall conform to \-ASTM C 33-\, Class 5S, size designation 67.

2.3 CHEMICAL ADMIXTURES

Chemical admixtures, when required or permitted, shall conform to the appropriate specification listed. Admixtures shall be furnished in liquid form and of suitable concentration for easy, accurate control of dispensing.

2.3.1 Air-Entraining Admixture

\-ASTM C 260-\ and shall consistently entrain the air content in the specified ranges under field conditions.

2.3.2 Accelerating Admixture

\-ASTM C 494-\, Type C or E, except that calcium chloride or admixtures containing calcium chloride shall not be used.

2.3.3 Water-Reducing or Retarding Admixture

\-ASTM C 494-\, Type A, B, or D, except that the 6-month and 1-year compressive and flexural strength tests are waived.

2.4 CURING MATERIALS

2.4.1 Impervious-Sheet

Impervious-sheet materials shall conform to \-ASTM C 171-\, type optional, except, that polyethylene sheet shall not be used.

2.4.2 Membrane-Forming Compound

Membrane-Forming curing compound shall conform to \-ASTM C 309-\, Type 1-D or 2.

2.4.3 Burlap and Cotton Mat

Burlap and cotton mat used for curing shall conform to \-AASHTO M 182-\.

2.5 WATER

Water for mixing and curing shall be fresh, clean, potable, and free of injurious amounts of oil, acid, salt, or alkali, except that non-potable water may be used if it meets the requirements of \-COE CRD-C 400-\.

2.6 NONSHRINK GROUT

Nonshrink grout shall conform to \-ASTM C 1107-\, Grade A B C, and shall be a commercial formulation suitable for the proposed application.

2.7 NOT USED

2.8 NOT USED

2.9 NOT USED

2.10 EMBEDDED ITEMS

Embedded items shall be of the size and type indicated or as needed for the application.

2.11 NOT USED

2.12 NOT USED

2.13 NOT USED

2.14 JOINT MATERIALS

2.14.1 Joint Fillers, Sealers, and Waterstops

Expansion joint fillers, sealers and waterstops shall be in accordance with Section \=03250=\ EXPANSION JOINTS, CONTRACTION JOINTS, AND WATERSTOPS.

2.15 NOT USED

2.16 NOT USED

PART 3 EXECUTION

3.1 PREPARATION FOR PLACING

Before commencing concrete placement, the following shall be performed. Surfaces to receive concrete shall be clean and free from frost, ice, mud, and water. Forms shall be in place, cleaned, coated, and adequately supported, in accordance with Section \=03100=\ STRUCTURAL CONCRETE FORMWORK. Reinforcing steel shall be in place, cleaned, tied, and adequately supported, in accordance with Section \=03200=\ CONCRETE REINFORCEMENT. Transporting and conveying equipment shall be in-place, ready for use, clean, and free of hardened concrete and foreign material. Equipment for consolidating concrete shall be at the placing site and in proper working order. Equipment and material for curing and for protecting concrete from weather or mechanical damage shall

be at the placing site, in proper working condition and in sufficient amount for the entire placement. When hot, windy conditions during concreting appear probable, equipment and material shall be at the placing site to provide windbreaks, shading, fogging, or other action to prevent plastic shrinkage cracking or other damaging drying of the concrete.

3.1.1 Foundations

3.1.1.1 Concrete on Earth Foundations

Earth (subgrade, base, or subbase courses) surfaces upon which concrete is to be placed shall be clean, damp, and free from debris, frost, ice, and standing or running water. Prior to placement of concrete, the foundation shall be well drained and shall be satisfactorily graded and uniformly compacted.

3.1.1.2 NOT USED

3.1.1.3 Excavated Surfaces in Lieu of Forms

Concrete for footings and walls may be placed directly against the soil provided the earth or rock has been carefully trimmed, is uniform and stable, and meets the compaction requirements of Section \=02221=\ EXCAVATION, FILLING, AND BACKFILLING FOR BUILDINGS. The concrete shall be placed without becoming contaminated by loose material, and the outline of the concrete shall be within the specified tolerances.

3.1.2 Previously Placed Concrete

Concrete surfaces to which additional concrete is to be bonded shall be prepared for receiving the next horizontal lift by cleaning the construction joint surface with either air-water cutting, sandblasting, high-pressure water jet, or other approved method. Concrete at the side of vertical construction joints shall be prepared as approved by the Contracting Officer. Air-water cutting shall not be used on formed surfaces or surfaces congested with reinforcing steel. Regardless of the method used, the resulting surfaces shall be free from all laitance and inferior concrete so that clean surfaces of well bonded coarse aggregate are exposed and make up at least 10-percent of the surface area, distributed uniformly throughout the surface. The edges of the coarse aggregate shall not be undercut. The surface of horizontal construction joints shall be kept continuously wet for the first 12 hours during the 24-hour period prior to placing fresh concrete. The surface shall be washed completely clean as the last operation prior to placing the next lift. For heavy duty floors and two-course floors a thin coat of neat cement grout of about the consistency of thick cream shall be thoroughly scrubbed into the existing surface immediately ahead of the topping placing. The grout shall be a 1:1 mixture of portland cement and sand passing the No. 8 sieve. The topping concrete shall be deposited before the grout coat has had time to stiffen.

3.1.2.1 NOT USED

3.1.2.2 High-Pressure Water Jet

A stream of water under a pressure of not less than 3,000 psi shall be used for cutting and cleaning. Its use shall be delayed until the concrete is sufficiently hard so that only the surface skin or mortar is removed and there is no undercutting of coarse-aggregate particles. If the waterjet is incapable of a satisfactory cleaning, the surface shall be cleaned by sandblasting.

3.1.2.3 Wet Sandblasting

Wet sandblasting shall be used after the concrete has reached sufficient strength to prevent undercutting of the coarse aggregate particles. After wet sandblasting, the surface of the concrete shall then be washed thoroughly to remove all loose materials.

3.1.2.4 Waste Disposal

The method used in disposing of waste water employed in cutting, washing, and rinsing of concrete surfaces shall be such that the waste water does not stain, discolor, or affect exposed surfaces of the structures, or damage the environment of the project area. The method of disposal shall be subject to approval.

3.1.2.5 Preparation of Previously Placed Concrete

Concrete surfaces to which other concrete is to be bonded shall be abraded in an approved manner that will expose sound aggregate uniformly without damaging the concrete. Laitance and loose particles shall be removed. Surfaces shall be thoroughly washed and shall be moist but without free water when concrete is placed.

3.1.3 NOT USED

3.1.4 NOT USED

3.1.5 Embedded Items

Before placement of concrete, care shall be taken to determine that all embedded items are firmly and securely fastened in place as indicated on the drawings, or required. Conduit and other embedded items shall be clean and free of oil and other foreign matter such as loose coatings or rust, paint, and scale. The embedding of wood in concrete will be permitted only when specifically authorized or directed. Voids in sleeves, inserts, and anchor slots shall be filled temporarily with readily removable materials to prevent the entry of concrete into voids. Welding shall not be performed on embedded metals within 2 feet of the surface of the concrete. Tack welding shall not be performed on or to embedded items.

3.2 CONCRETE PRODUCTION

3.2.1 Batching, Mixing, and Transporting Concrete

Concrete shall be furnished from a ready-mixed concrete plant. Ready-mixed concrete shall be batched, mixed, and transported in accordance with \-ASTM C 94-\, except as otherwise specified. Truck mixers shall comply with \-NRMCA TMMB-01-\. Ready-mix plant equipment and facilities shall be certified in accordance with \-NRMCA QC 3-\. Approved batch tickets shall be furnished for each load of ready-mixed concrete.

3.3 NOT USED

3.4 NOT USED

3.5 NOT USED

3.6 TRANSPORTING CONCRETE TO PROJECT SITE

Concrete shall be transported to the placing site in truck mixers, .

3.7 CONVEYING CONCRETE ON SITE

Concrete shall be conveyed from mixer or transporting unit to forms as rapidly as possible and within the time interval specified by methods which will prevent segregation or loss of ingredients using following equipment. Conveying equipment shall be cleaned before each placement.

3.7.1 Buckets

The interior hopper slope shall be not less than 58 degrees from the horizontal, the minimum dimension of the clear gate opening shall be at least 5 times the nominal maximum-size aggregate, and the area of the gate opening shall not be less than 2 square feet. The maximum dimension of the gate opening shall not be greater than twice the minimum dimension. The bucket gates shall be essentially grout tight when closed and may be manually, pneumatically, or hydraulically operated except that buckets larger than 2 cubic yards shall not be manually operated. The design of the bucket shall provide means for positive regulation of the amount and rate of deposit of concrete in each dumping position.

3.7.2 Transfer Hoppers

Concrete may be charged into nonagitating hoppers for transfer to other conveying devices. Transfer hoppers shall be capable of receiving concrete directly from delivery vehicles and shall have conical-shaped discharge features. The transfer hopper shall be equipped with a hydraulically operated gate and with a means of external vibration to effect complete discharge. Concrete shall not be held in nonagitating transfer hoppers more than 30 minutes.

3.7.3 Trucks

Truck mixers operating at agitating speed or truck agitators used for transporting plant-mixed concrete shall conform to the requirements of \-ASTM C 94-\.

3.7.4 Chutes

When concrete can be placed directly from a truck mixer, agitator, or nonagitating equipment, the chutes normally attached to this equipment by the manufacturer may be used. A discharge deflector shall be used when required by the Contracting Officer. Separate chutes and other similar equipment will not be permitted for conveying concrete.

3.7.5 Belt Conveyors

Belt conveyors shall be designed and operated to assure a uniform flow of concrete from mixer to final place of deposit without segregation of ingredients or loss of mortar and shall be provided with positive means, such as discharge baffle or hopper , for preventing segregation of the concrete at the transfer points and the point of placing. Belt conveyors shall be constructed such that the idler spacing shall not exceed 36 inches. The belt speed shall be a minimum of 300 feet per minute and a maximum of 750 feet per minute. If concrete is to be placed through installed horizontal or sloping reinforcing bars, the conveyor shall discharge concrete into a pipe or elephant truck that is long enough to extend through the reinforcing bars.

3.7.6 Concrete Pumps

Concrete may be conveyed by positive displacement pump when approved. The pumping equipment shall be piston or squeeze pressure type; pneumatic placing equipment shall not be used. The pipeline shall be rigid steel pipe or heavy-duty flexible hose. The inside diameter of the pipe shall be at least 3 times the nominal maximum-size coarse aggregate in the concrete mixture to be pumped but not less than 4 inches. Aluminum pipe shall not be used.

3.8 PLACING CONCRETE

Mixed concrete shall be discharged within 1-1/2 hours or before the mixer drum has revolved 300 revolutions, whichever comes first after the introduction of the mixing water to the cement and aggregates. When the concrete temperature exceeds 85 degrees F, the time shall be reduced to 45 minutes. Concrete shall be placed within 15 minutes after it has been discharged from the transporting unit. Concrete shall be handled from mixer or transporting unit to forms in a continuous manner until the approved unit of operation is completed. Adequate scaffolding, ramps and walkways shall be provided so that personnel and equipment are not supported by in-place reinforcement. Placing will not be permitted when the sun, heat, wind, or limitations of facilities furnished by the Contractor prevent proper consolidation, finishing and curing. Sufficient placing capacity shall be provided so that concrete can be kept free of cold joints.

3.8.1 Depositing Concrete

Concrete shall be deposited as close as possible to its final position in the forms, and there shall be no vertical drop greater than 5 feet except where suitable equipment is provided to prevent segregation and where specifically authorized. Depositing of the concrete shall be so regulated that it will be effectively consolidated in horizontal layers not more than 12 inches thick, except that all slabs shall be placed in a single layer. Concrete to receive other construction shall be screeded to the proper level. Concrete shall be deposited continuously in one layer or in layers so that fresh concrete is deposited on in-place concrete that is still plastic. Fresh concrete shall not be deposited on concrete that has hardened sufficiently to cause formation of seams or planes of weakness within the section. Concrete that has surface dried, partially hardened, or contains foreign material shall not be used. When temporary spreaders are used in the forms, the spreaders shall be removed as their service becomes unnecessary. Concrete shall not be placed in slabs over columns and walls until concrete in columns and walls has been in-place at least two hours or until the concrete begins to lose its plasticity. Concrete for beams, girders, brackets, column capitals, haunches, and drop panels shall be placed at the same time as concrete for adjoining slabs.

3.8.2 Consolidation

Immediately after placing, each layer of concrete shall be consolidated by internal vibrators, except for slabs 4 inches thick or less. The vibrators shall at all times be adequate in effectiveness and number to properly consolidate the concrete; a spare vibrator shall be kept at the jobsite during all concrete placing operations. The vibrators shall have a frequency of not less than 10,000 vibrations per minute, an amplitude of at least 0.025 inch, and the head diameter shall be appropriate for the structural member and the concrete mixture being placed. Vibrators shall be inserted vertically at uniform spacing over the area of placement. The distance between insertions shall be approximately 1-1/2 times the radius of action of the vibrator so that the area being vibrated will overlap the adjacent just-vibrated area by a reasonable amount. The vibrator shall penetrate rapidly to the bottom of the layer and at least 6 inches into the preceding layer if there is such. Vibrator shall be held

stationary until the concrete is consolidated and then vertically withdrawn slowly while operating. Form vibrators shall not be used unless specifically approved and unless forms are constructed to withstand their use. Vibrators shall not be used to move concrete within the forms. Slabs 4 inches and less in thickness shall be consolidated by properly designed vibrating screeds or other approved technique. Excessive vibration of lightweight concrete resulting in segration or flotation of coarse aggregate shall be prevented. Frequency and amplitude of vibrators shall be determined in accordance with \-COE CRD-C 521-\. Grate tampers ("jitterbugs") shall not be used.

3.8.3 Cold Weather Requirements

Special protection measures, approved by the Contracting Officer, shall be used if freezing temperatures are anticipated before the expiration of the specified curing period. The ambient temperature of the air where concrete is to be placed and the temperature of surfaces to receive concrete shall be not less than 40 degrees F. The temperature of the concrete when placed shall be not less than 50 degrees F nor more than 75 degrees F. Heating of the mixing water or aggregates will be required to regulate the concrete placing temperature. Materials entering the mixer shall be free from ice, snow, or frozen lumps. Salt, chemicals or other materials shall not be incorporated in the concrete to prevent freezing. Upon written approval, an accelerating admixture conforming to \-ASTM C 494-\, Type C or E may be used, provided it contains no calcium chloride. Calcium chloride shall not be used.

3.8.4 Hot Weather Requirements

When the ambient temperature during concrete placing is expected to exceed 85 degrees F, the concrete shall be placed and finished with procedures previously submitted and as specified herein. The concrete temperature at time of delivery to the forms shall not exceed the temperature shown in the table below when measured in accordance with \-ASTM C 1064-\. Cooling of the mixing water or aggregates or placing concrete in the cooler part of the day may be required to obtain an adequate placing temperature. A retarder may be used, as approved, to facilitate placing and finishing. Steel forms and reinforcements shall be cooled as approved prior to concrete placement when steel temperatures are greater than 120 degrees F. Conveying and placing equipment shall be cooled if necessary to maintain proper concrete-placing temperature.

Maximum Allowable Concrete Placing Temperature

Relative Humidity, Percent, During Time of Concrete Placement	Maximum Allowable Concrete Temperature Degrees
Greater than 60	90 F
40-60	85 F
Less than 40	80 F

3.8.5 Prevention of Plastic Shrinkage Cracking

During hot weather with low humidity, and particularly with appreciable wind, as well as interior placements when space heaters produce low humidity, the Contractor shall be alert to the tendency for plastic shrinkage cracks to develop and shall institute measures to prevent this. Particular care shall be taken if plastic shrinkage cracking is potentially imminent and especially if it has developed during a previous placement.

Periods of high potential for plastic shrinkage cracking can be anticipated by use of Fig. 2.1.5 of \-ACI 305R-\. In addition the concrete placement shall be further protected by erecting shades and windbreaks and by applying fog sprays of water, sprinkling, ponding or wet covering. Plastic shrinkage cracks that occur shall be filled by injection of epoxy resin as directed, after the concrete hardens. Plastic shrinkage cracks shall never be troweled over or filled with slurry.

3.8.6 NOT USED

3.8.7 Placing Concrete in Congested Areas

Special care shall be used to ensure complete filling of the forms, elimination of all voids, and complete consolidation of the concrete when placing concrete in areas congested with reinforcing bars, embedded items, waterstops and other tight spacing. An appropriate concrete mixture shall be used, and the nominal maximum size of aggregate (NMSA) shall meet the specified criteria when evaluated for the congested area. Vibrators with heads of a size appropriate for the clearances available shall be used, and the consolidation operation shall be closely supervised to ensure complete and thorough consolidation at all points. Where necessary, splices of reinforcing bars shall be alternated to reduce congestion. Where two mats of closely spaced reinforcing are required, the bars in each mat shall be placed in matching alignment to reduce congestion. Reinforcing bars may be temporarily crowded to one side during concrete placement provided they are returned to exact required location before concrete placement and consolidation are completed.

3.9 JOINTS

Joints shall be located and constructed as indicated or approved. Joints not indicated on the drawings shall be located and constructed to minimize the impact on the strength of the structure. Joints shall be perpendicular to the main reinforcement. All reinforcement shall be continued across joints; except that reinforcement or other fixed metal items shall not be continuous through expansion joints. Reinforcement shall be 2 inches clear from each expansion joint.

3.9.1 Construction Joints

Construction joints shall be located so that the unit of operation does not exceed 60 feet. Concrete shall be placed continuously so that each unit is monolithic in construction. Fresh concrete shall not be placed against adjacent hardened concrete until it is at least 24 hours old. Construction joints shall be located as indicated or approved. Where concrete work is interrupted by weather, end of work shift or other similar type of delay, location and type of construction joint shall be subject to approval of the Contracting Officer. Unless otherwise indicated and except for slabs on grade, reinforcing steel shall extend through construction joints.

3.9.2 NOT USED

3.9.3 Expansion Joints

Installation of expansion joints and sealing of these joints shall conform to the requirements of Section \=03250=\ EXPANSION JOINTS, CONTRACTION JOINTS, AND WATERSTOPS

3.9.4 Waterstops

Waterstops shall be installed in conformance with the locations and details shown on the drawings using materials and procedures specified in Section \=03250=\ EXPANSION JOINTS, CONTRACTION JOINTS, AND WATERSTOPS.

3.10 FINISHING FORMED SURFACES

Forms, form materials, and form construction are specified in Section \=03100=\ STRUCTURAL CONCRETE FORMWORK. Finishing of formed surfaces shall be as specified herein. Unless another type of architectural or special finish is specified, surfaces shall be left with the texture imparted by the forms except that defective surfaces shall be repaired. Unless painting of surfaces is required, uniform color of the concrete shall be maintained by use of only one mixture without changes in materials or proportions for any structure or portion of structure that requires a Class A or B finish. Except for major defects, as defined hereinafter, surface defects shall be repaired as specified herein within 24 hours after forms are removed. Repairs of the so-called "plaster-type" will not be permitted in any location. Tolerances of formed surfaces shall conform to the requirements of \-ACI 117/A117R-\. These tolerances apply to the finished concrete surface, not to the forms themselves; forms shall be set true to line and grade. Form tie holes requiring repair and other defects whose depth is at least as great as their surface diameter shall be repaired as specified in paragraph Damp-Pack Mortar Repair. Defects whose surface diameter is greater than their depth shall be repaired as specified in paragraph Repair of Major Defects. Repairs shall be finished flush with adjacent surfaces and with the same surface texture. The cement used for all repairs shall be a blend of job cement with white cement proportioned so that the final color after curing and aging will be the same as the adjacent concrete. Concrete with excessive honeycomb, or other defects which affect the strength of the member, will be rejected. Repairs shall be demonstrated to be acceptable and free from cracks or loose or drummy areas at the completion of the contract and, for Class A and B Finishes, shall be inconspicuous. Repairs not meeting these requirements will be rejected and shall be replaced.

3.10.1 Class B Finish

Class B finish is required for surfaces exposed to view. Fins, ravelings, and loose material shall be removed, all surface defects over 1/2 inch in diameter or more than 1/2 inch deep, shall be repaired and, except as otherwise indicated or as specified in Section \=03100=\ STRUCTURAL CONCRETE FORMWORK, holes left by removal of form ties shall be reamed and filled. Defects more than 1/2 inch in diameter shall be cut back to sound concrete, but in all cases at least 1 inch deep.

3.10.2 Class D Finish

Class D finish is required for surfaces not exposed to view Fins, ravelings, and loose material shall be removed, and, except as otherwise indicated or as specified in Section \=03100=\ STRUCTURAL CONCRETE FORMWORK, holes left by removal of form ties shall be reamed and filled. Honeycomb and other defects more than 1/2 inch deep or more than 2 inches in diameter shall be repaired. Defects more than 2 inches in diameter shall be cut back to sound concrete, but in all cases at least 1 inch deep.

3.10.3 NOT USED

3.11 REPAIRS

3.11.1 Damp-Pack Mortar Repair

Form tie holes requiring repair and other defects whose depth is at least as great as their surface diameter but not over 4 inches shall be repaired by the damp-pack mortar method. Form tie holes shall be reamed and other similar defects shall be cut out to sound concrete. The void shall then be thoroughly cleaned, thoroughly wetted, brush-coated with a thin coat of neat cement grout and filled with mortar. Mortar shall be a stiff mix of 1 part portland cement to 2 parts fine aggregate passing the No. 16 mesh sieve, and minimum amount of water. Only sufficient water shall be used to produce a mortar which, when used, will stick together on being molded into a ball by a slight pressure of the hands and will not exude water but will leave the hands damp. Mortar shall be mixed and allowed to stand for 30 to 45 minutes before use with remixing performed immediately prior to use. Mortar shall be thoroughly tamped in place in thin layers using a hammer and hardwood block. Holes passing entirely through walls shall be completely filled from the inside face by forcing mortar through to the outside face. All holes shall be packed full. Damp-pack repairs shall be moist cured for at least 48 hours.

3.11.2 Repair of Major Defects

Major defects will be considered to be those more than 1/2 inch deep or, for Class A and B finishes, more than 1/2 inch in diameter and, for Class C and D finishes, more than 2 inches in diameter. Also included are any defects of any kind whose depth is over 4 inches or whose surface diameter is greater than their depth. Major defects shall be repaired as specified below.

3.11.2.1 Surface Application of Mortar Repair

Defective concrete shall be removed, and removal shall extend into completely sound concrete. Approved equipment and procedures which will not cause cracking or microcracking of the sound concrete shall be used. If reinforcement is encountered, concrete shall be removed so as to expose the reinforcement for at least 2 inches on all sides. All such defective areas greater than 12 square inches shall be outlined by saw cuts at least 1 inch deep. Defective areas less than 12 square inches shall be outlined by a 1 inch deep cut with a core drill in lieu of sawing. All saw cuts shall be straight lines in a rectangular pattern in line with the formwork panels. After concrete removal, the surface shall be thoroughly cleaned by high pressure washing to remove all loose material. Surfaces shall be kept continually saturated for the first 12 of the 24 hours immediately before placing mortar and shall be damp but not wet at the time of commencing mortar placement. The Contractor, at his option, may use either hand-placed mortar or mortar placed with a mortar gun. If hand-placed mortar is used, the edges of the cut shall be perpendicular to the surface of the concrete. The prepared area shall be brush-coated with a thin coat of neat cement grout. The repair shall then be made using a stiff mortar, preshrunk by allowing the mixed mortar to stand for 30 to 45 minutes and then remixed, thoroughly tamped into place in thin layers. If hand-placed mortar is used, the Contractor shall test each repair area for drumminess by firm tapping with a hammer and shall inspect for cracks, both in the presence of the Contracting Officer's representative, immediately before completion of the contract, and shall replace any showing drumminess or cracking. If mortar placed with a mortar gun is used, the gun shall be a small compressed air-operated gun to which the mortar is slowly hand fed and which applies the mortar to the surface as a high-pressure stream, as approved. Repairs made using shotcrete equipment will not be accepted. The mortar used shall be the same mortar as specified for damp-pack mortar repair. If gun-placed mortar is used, the edges of the cut shall be beveled toward the center at a slope of 1:1. All surface applied mortar repairs shall be continuously moist cured for at least 7 days. Moist curing shall consist of several layers of saturated burlap applied to the surface immediately after placement is complete and covered with polyethylene sheeting, all held

closely in place by a sheet of plywood or similar material rigidly braced against it. Burlap shall be kept continually wet.

3.11.2.2 Repair of Deep and Large Defects

Deep and large defects will be those that are more than 6 inches deep and also have an average diameter at the surface more than 18 inches or that are otherwise so identified by the Project Office. Such defects shall be repaired as specified herein or directed, except that defects which affect the strength of the structure shall not be repaired and that portion of the structure shall be completely removed and replaced. Deep and large defects shall be repaired by procedures approved in advance including forming and placing special concrete using applied pressure during hardening. Preparation of the repair area shall be as specified for surface application of mortar. In addition, the top edge (surface) of the repair area shall be sloped at approximately 20 degrees from the horizontal, upward toward the side from which concrete will be placed. The special concrete shall be a concrete mixture with low water content and low slump, and shall be allowed to age 30 to 60 minutes before use. Concrete containing a specified expanding admixture may be used in lieu of the above mixture; the paste portion of such concrete mixture shall be designed to have an expansion between 2.0 and 4.0 percent when tested in accordance with \-ASTM C 940-\. A full width "chimney" shall be provided at the top of the form on the placing side to ensure filling to the top of the opening. A pressure cap shall be used on the concrete in the chimney with simultaneous tightening and revibrating the form during hardening to ensure a tight fit for the repair. The form shall be removed after 24 hours and immediately the chimney shall be carefully chipped away to avoid breaking concrete out of the repair; the surface of the repair concrete shall be dressed as required.

3.12 FINISHING UNFORMED SURFACES

The finish of all unformed surfaces shall meet the requirements of paragraph Tolerances in PART 1, when tested as specified herein.

3.12.1 General

The ambient temperature of spaces adjacent to unformed surfaces being finished and of the base on which concrete will be placed shall be not less than 50 degrees F. In hot weather all requirements of paragraphs Hot Weather Requirements and Prevention of Plastic Shrinkage Cracking shall be met. Unformed surfaces that are not to be covered by additional concrete or backfill shall have a float finish, with additional finishing as specified below, and shall be true to the elevation shown on the drawings. Surfaces to receive additional concrete or backfill shall be brought to the elevation shown on the drawings, properly consolidated, and left true and regular. Unless otherwise shown on the drawings, exterior surfaces shall be sloped for drainage, as directed. Where drains are provided, interior floors shall be evenly sloped to the drains. Joints shall be carefully made with a jointing or edging tool. The finished surfaces shall be protected from stains or abrasions. Grate tampers or "jitterbugs" shall not be used for any surfaces. The dusting of surfaces with dry cement or other materials or the addition of any water during finishing shall not be permitted. If bleedwater is present prior to finishing, the excess water shall be carefully dragged off or removed by absorption with porous materials such as burlap. During finishing operations, extreme care shall be taken to prevent over finishing or working water into the surface; this can cause "crazing" (surface shrinkage cracks which appear after hardening) of the surface. Any slabs with surfaces which exhibit significant crazing shall be removed and replaced. During finishing operations, surfaces shall be checked with a 10 foot

straightedge, applied in both directions at regular intervals while the concrete is still plastic, to detect high or low areas.

3.12.2 Rough Slab Finish

As a first finishing operation for unformed surfaces, the surface shall receive a rough slab finish prepared as follows. The following areas top of diversion structure and quarry access road box culvert shall receive only a rough slab finish. The concrete shall be uniformly placed across the slab area, consolidated as previously specified, and then screeded with straightedge strikeoffs immediately after consolidation to bring the surface to the required finish level with no coarse aggregate visible. Side forms and screed rails shall be provided, rigidly supported, and set to exact line and grade. Allowable tolerances for finished surfaces apply only to the hardened concrete, not to forms or screed rails. Forms and screed rails shall be set true to line and grade. "Wet screeds" shall not be used.

3.12.3 Floated Finish

Slab bottoms for diversion, inlet and outlet structure and quarry access road box culvert shall receive more than a rough slab finish shall next be given a wood float finish. Areas as indicated on the drawings The following areas _____ shall be given only a float finish. The screeding shall be followed immediately by darbying or bull floating before bleeding water is present, to bring the surface to a true, even plane. Then, after the concrete has stiffened so that it will withstand a man's weight without imprint of more than 1/4 inch and the water sheen has disappeared, it shall be floated to a true and even plane free of ridges. Floating shall be performed by use of suitable hand floats or power driven equipment. Sufficient pressure shall be used on the floats to bring a film of moisture to the surface. Hand floats shall be made of wood, magnesium, or aluminum. Lightweight concrete or concrete that exhibits stickiness shall be floated with a magnesium float. Care shall be taken to prevent over-finishing or incorporating water into the surface.

3.12.4 Troweled Finish

After floating is complete and after the surface moisture has disappeared, unformed surfaces shall be steel-troweled to a smooth, even, dense finish, free from blemishes including trowel marks. In lieu of hand finishing, an approved power finishing machine may be used in accordance with the directions of the machine manufacturer. Care shall be taken to prevent blistering and if such occurs, troweling shall immediately be stopped and operations and surfaces corrected. A final hard steel troweling shall be done by hand, with the trowel tipped, and using hard pressure, when the surface is at a point that the trowel will produce a ringing sound. The finished surface shall be thoroughly consolidated and shall be essentially free of trowel marks and be uniform in texture and appearance. The concrete mixture used for troweled finished areas shall be adjusted, if necessary, in order to provide sufficient fines (cementitious material and fine sand) to finish properly.

3.12.5 NOT USED

3.12.6 Non-Slip Finish, Gate Hoist Walkway

Sluice gate operating platform shall recieve a non-slip finish and shall be constructed in accordance with the following subparagraphs.

3.12.7 NOT USED

3.12.8 NOT USED

3.12.9 NOT USED

3.13 NOT USED

3.14 NOT USED

3.15 CURING AND PROTECTION

3.15.1 General

Concrete shall be cured by an approved method for the period of time given below:

Concrete with Type III cement	3 days
All other concrete	7 days

Immediately after placement, concrete shall be protected from premature drying, extremes in temperatures, rapid temperature change, mechanical injury and damage from rain and flowing water for the duration of the curing period. Air and forms in contact with concrete shall be maintained at a temperature above 50 degrees F for the first 3 days and at a temperature above 32 degrees F for the remainder of the specified curing period. Exhaust fumes from combustion heating units shall be vented to the outside of the enclosure, and heaters and ducts shall be placed and directed so as not to cause areas of overheating and drying of concrete surfaces or to create fire hazards. Materials and equipment needed for adequate curing and protection shall be available and at the site prior to placing concrete. No fire or excessive heat, including welding, shall be permitted near or in direct contact with the concrete at any time. Except as otherwise permitted by paragraph Membrane Forming Curing Compounds, moist curing shall be provided for any areas to receive floor hardener, any paint or other applied coating, or to which other concrete is to be bonded. Concrete containing silica fume shall be initially cured by fog misting during finishing, followed immediately by continuous moist curing. Except for plastic coated burlap, impervious sheeting alone shall not be used for curing.

3.15.2 Moist Curing

Concrete to be moist-cured shall be maintained continuously wet for the entire curing period, commencing immediately after finishing. If water or curing materials used stain or discolor concrete surfaces which are to be permanently exposed, the concrete surfaces shall be cleaned as approved. When wooden forms are left in place during curing, they shall be kept wet at all times. If steel forms are used in hot weather, nonsupporting vertical forms shall be broken loose from the concrete soon after the concrete hardens and curing water continually applied in this void. If the forms are removed before the end of the curing period, curing shall be carried out as on unformed surfaces, using suitable materials. Surfaces shall be cured by ponding, by continuous sprinkling, by continuously saturated burlap or cotton mats, or by continuously saturated plastic coated burlap. Burlap and mats shall be clean and free from any contamination and shall be completely saturated before being placed on the concrete. The Contractor shall have an approved work system to ensure that moist curing is continuous 24 hours per day.

3.15.3 Membrane Forming Curing Compounds

Concrete may be cured with a pigmented curing compound in lieu of moist curing. Membrane curing shall not be used on surfaces that are maintained at curing temperatures with free steam. Curing compound shall be applied to formed surfaces immediately after the forms are removed and prior to any patching or other surface treatment except the cleaning of loose sand, mortar, and debris from the surface. All surfaces shall be thoroughly moistened with water. Curing compound shall be applied to slab surfaces as soon as the bleeding water has disappeared, with the tops of joints being temporarily sealed to prevent entry of the compound and to prevent moisture loss during the curing period. The curing compound shall be applied in a two-coat continuous operation by approved motorized power-spraying equipment operating at a minimum pressure of 75 psi, at a uniform coverage of not more than 400 square feet per gallon for each coat, and the second coat shall be applied perpendicular to the first coat. Concrete surfaces which have been subjected to rainfall within 3 hours after curing compound has been applied shall be resprayed by the method and at the coverage specified. Surfaces on which clear compound is used shall be shaded from direct rays of the sun for the first 3 days. Surfaces coated with curing compound shall be kept free of foot and vehicular traffic, and from other sources of abrasion and contamination during the curing period.

3.15.4 NOT USED

3.15.5 Ponding or Immersion

Concrete shall be continually immersed throughout the curing period. Water shall not be more than 20 degrees F less than the temperature of the concrete.

3.15.6 Cold Weather Curing and Protection

When the daily ambient low temperature is less than 32 degrees F the temperature of the concrete shall be maintained above 40 degrees F for the first seven days after placing. During the period of protection removal, the air temperature adjacent to the concrete surfaces shall be controlled so that concrete near the surface will not be subjected to a temperature differential of more than 25 degrees F as determined by suitable temperature measuring devices furnished by the Government, as required, and installed adjacent to the concrete surface and 2 inches inside the surface of the concrete. The installation of the thermometers shall be made by the Contractor as directed.

3.16 SETTING BASE PLATES AND BEARING PLATES

After being properly positioned, column base plates, bearing plates for beams and similar structural members, and machinery and equipment base plates shall be set to the proper line and elevation with damp-pack bedding mortar, except where nonshrink grout is indicated. The thickness of the mortar or grout shall be approximately 1/24 the width of the plate, but not less than 3/4 inch. Concrete and metal surfaces in contact with grout shall be clean and free of oil and grease, and concrete surfaces in contact with grout shall be damp and free of laitance when grout is placed.

3.16.1 NOT USED

3.16.2 Nonshrink Grout

Nonshrink grout shall be a ready-mixed material requiring only the addition of water. Water content shall be the minimum that will provide a flowable mixture and completely fill the space to be grouted without segregation, bleeding, or reduction of strength.

3.16.2.1 Mixing and Placing of Nonshrink Grout

Mixing and placing shall be in conformance with the material manufacturer's instructions and as specified therein. Ingredients shall be thoroughly dry-mixed before adding water. After adding water, the batch shall be mixed for 3 minutes. Batches shall be of size to allow continuous placement of freshly mixed grout. Grout not used within 30 minutes after mixing shall be discarded. The space between the top of the concrete or machinery-bearing surface and the plate shall be filled solid with the grout. Forms shall be of wood or other equally suitable material for completely retaining the grout on all sides and on top and shall be removed after the grout has set. The placed grout shall be carefully worked by rodding or other means to eliminate voids; however, overworking and breakdown of the initial set shall be avoided. Grout shall not be retempered or subjected to vibration from any source. Where clearances are unusually small, placement shall be under pressure with a grout pump. Temperature of the grout, and of surfaces receiving the grout, shall be maintained at 65 to 85 degrees F until after setting.

3.16.2.2 Treatment of Exposed Surfaces

For metal-oxidizing nonshrink grout, exposed surfaces shall be cut back 1 inch and immediately covered with a parge coat of mortar consisting of 1 part portland cement and 2-1/2 parts fine aggregate by weight, with sufficient water to make a plastic mixture. The parge coat shall have a smooth finish. For other mortars or grouts, exposed surfaces shall have a smooth-dense finish and be left untreated. Curing shall comply with paragraph CURING AND PROTECTION.

3.17 *TESTING AND INSPECTION FOR CONTRACTOR QUALITY CONTROL*\

The Contractor shall perform the inspection and tests described below and, based upon the results of these inspections and tests, shall take the action required and shall submit specified reports. When, in the opinion of the Contracting Officer, the concreting operation is out of control, concrete placement shall cease and the operation shall be corrected. The laboratory performing the tests shall be onsite and shall conform with \-ASTM C 1077-\. Materials may be subjected to check testing by the Government from samples obtained at the manufacturer, at transfer points, or at the project site. The Government will inspect the laboratory, equipment, and test procedures prior to start of concreting operations for conformance with \-ASTM C 1077-\.

3.17.1 Grading and Corrective Action

3.17.1.1 Fine Aggregate

At least once during each shift when the concrete plant is operating, there shall be one sieve analysis and fineness modulus determination in accordance with \-ASTM C 136-\ and \-COE CRD-C 104-\ for the fine aggregate or for each fine aggregate if it is batched in more than one size or classification. The location at which samples are taken may be selected by the Contractor as the most advantageous for control. However, the Contractor is responsible for delivering fine aggregate to the mixer within specification limits. When the amount passing on any sieve is outside the specification limits, the fine aggregate shall be immediately resampled and retested. If there is another failure on any sieve, the fact shall immediately reported to the Contracting Officer, concreting shall be stopped, and immediate steps taken to correct the grading.

3.17.1.2 Coarse Aggregate

At least once during each shift in which the concrete plant is operating, there shall be a sieve analysis in accordance with \-ASTM C 136-\ for each size of coarse aggregate. The location at which samples are taken may be selected by the Contractor as the most advantageous for production control. However, the Contractor shall be responsible for delivering the aggregate to the mixer within specification limits. A test record of samples of aggregate taken at the same locations shall show the results of the current test as well as the average results of the five most recent tests including the current test. The Contractor may adopt limits for control coarser than the specification limits for samples taken other than as delivered to the mixer to allow for degradation during handling. When the amount passing any sieve is outside the specification limits, the coarse aggregate shall be immediately resampled and retested. If the second sample fails on any sieve, that fact shall be reported to the Contracting Officer. Where two consecutive averages of 5 tests are outside specification limits, the operation shall be considered out of control and shall be reported to the Contracting Officer. Concreting shall be stopped and immediate steps shall be taken to correct the grading.

3.17.2 Quality of Aggregates

Thirty days prior to the start of concrete placement, the Contractor shall perform all tests for aggregate quality required by \-ASTM C 33-\. In addition, after the start of concrete placement, the Contractor shall perform tests for aggregate quality at least every three months, and when the source of aggregate or aggregate quality changes. Samples tested after the start of concrete placement shall be taken immediately prior to entering the concrete mixer.

3.17.3 Scales, Batching and Recording

The accuracy of the scales shall be checked by test weights prior to start of concrete operations and at least once every three months. Such tests shall also be made as directed whenever there are variations in properties of the fresh concrete that could result from batching errors. Once a week the accuracy of each batching and recording device shall be checked during a weighing operation by noting and recording the required weight, recorded weight, and the actual weight batched. At the same time, the Contractor shall test and ensure that the devices for dispensing admixtures are operating properly and accurately. When either the weighing accuracy or batching accuracy does not comply with specification requirements, the plant shall not be operated until necessary adjustments or repairs have been made. Discrepancies in recording accuracies shall be corrected immediately.

3.17.4 Batch-Plant Control

The measurement of concrete materials including cementitious materials, each size of aggregate, water, and admixtures shall be continuously controlled. The aggregate weights and amount of added water shall be adjusted as necessary to compensate for free moisture in the aggregates. The amount of air-entraining agent shall be adjusted to control air content within specified limits. A report shall be prepared indicating type and source of cement used, type and source of pozzolan or slag used, amount and source of admixtures used, aggregate source, the required aggregate and water weights per cubic yard, amount of water as free moisture in each size of aggregate, and the batch aggregate and water weights per cubic yard for each class of concrete batched during each day's plant operation.

3.17.5 Concrete Mixture

a. Air Content Testing. Air content tests shall be made when test specimens are fabricated. In addition, at least two tests for air content shall be made on randomly selected batches of each separate concrete mixture produced during each 8-hour period of concrete production. Additional tests shall be made when excessive variation in workability is reported by the placing foreman or Government inspector. Tests shall be made in accordance with \-ASTM C 231-\ for normal weight concrete and \-ASTM C 173-\ for lightweight concrete. Test results shall be plotted on control charts which shall at all times be readily available to the Government and shall be submitted weekly. Copies of the current control charts shall be kept in the field by testing crews and results plotted as tests are made. When a single test result reaches either the upper or lower action limit, a second test shall immediately be made. The results of the two tests shall be averaged and this average used as the air content of the batch to plot on both the air content and the control chart for range, and for determining need for any remedial action. The result of each test, or average as noted in the previous sentence, shall be plotted on a separate control chart for each mixture on which an "average line" is set at the midpoint of the specified air content range from paragraph Air Entrainment. An upper warning limit and a lower warning limit line shall be set 1.0 percentage point above and below the average line, respectively. An upper action limit and a lower action limit line shall be set 1.5 percentage points above and below the average line, respectively. The range between each two consecutive tests shall be plotted on a secondary control chart for range where an upper warning limit is set at 2.0 percentage points and an upper action limit is set at 3.0 percentage points. Samples for air content may be taken at the mixer, however, the Contractor is responsible for delivering the concrete to the placement site at the stipulated air content. If the Contractor's materials or transportation methods cause air content loss between the mixer and the placement, correlation samples shall be taken at the placement site as required by the Contracting Officer, and the air content at the mixer controlled as directed.

b. Air Content Corrective Action. Whenever points on the control chart for percent air reach either warning limit, an adjustment shall immediately be made in the amount of air-entraining admixture batched. As soon as practical after each adjustment, another test shall be made to verify the result of the adjustment. Whenever a point on the secondary control chart for range reaches the warning limit, the admixture dispenser shall be recalibrated to ensure that it is operating accurately and with good reproducibility. Whenever a point on either control chart reaches an action limit line, the air content shall be considered out of control and the concreting operation shall immediately be halted until the air content is under control. Additional air content tests shall be made when concreting is restarted.

c. Slump Testing. In addition to slump tests which shall be made when test specimens are fabricated, at least four slump tests shall be made on randomly selected batches in accordance with \-ASTM C 143-\ for each separate concrete mixture produced during each 8-hour or less period of concrete production each day. Also, additional tests shall be made when excessive variation in workability is reported by the placing foreman or Government inspector. Test results shall be plotted on control charts which shall at all times be readily available to the Government and shall be submitted weekly. Copies of the current control charts shall be kept in the field by testing crews and results plotted as tests are made. When a single slump test reaches or goes beyond either the upper or lower action limit, a second test shall immediately be made. The results of the two tests shall be averaged and this average used as the slump of the batch to plot on both the control charts for slump and the chart for range, and for determining need for any remedial action. Limits shall be set on separate control charts for slump for each type of mixture. The upper warning limit shall be set at 1/2 inch below the maximum allowable slump specified in paragraph Slump in PART 1 for each

type of concrete and an upper action limit line and lower action limit line shall be set at the maximum and minimum allowable slumps, respectively, as specified in the same paragraph. The range between each consecutive slump test for each type of mixture shall be plotted on a single control chart for range on which an upper action limit is set at 2 inches. Samples for slump shall be taken at the mixer. However, the Contractor is responsible for delivering the concrete to the placement site at the stipulated slump. If the Contractor's materials or transportation methods cause slump loss between the mixer and the placement, correlation samples shall be taken at the placement site as required by the Contracting Officer, and the slump at the mixer controlled as directed.

d. Slump Corrective Action. Whenever points on the control charts for slump reach the upper warning limit, an adjustment shall immediately be made in the batch weights of water and fine aggregate. The adjustments are to be made so that the total water content does not exceed that amount allowed by the maximum w/c ratio specified, based on aggregates which are in a saturated surface dry condition. When a single slump reaches the upper or lower action limit, no further concrete shall be delivered to the placing site until proper adjustments have been made. Immediately after each adjustment, another test shall be made to verify the correctness of the adjustment. Whenever two consecutive individual slump tests, made during a period when there was no adjustment of batch weights, produce a point on the control chart for range at or above the upper action limit, the concreting operation shall immediately be halted, and the Contractor shall take appropriate steps to bring the slump under control. Additional slump tests shall be made as directed.

e. Temperature. The temperature of the concrete shall be measured when compressive strength specimens are fabricated. Measurement shall be in accordance with \-ASTM C 1064-\. The temperature shall be reported along with the compressive strength data.

f. Strength Specimens. At least one set of test specimens shall be made, for compressive or flexural strength as appropriate, on each different concrete mixture placed during the day for each 500 cubic yards or portion thereof of that concrete mixture placed each day. Additional sets of test specimens shall be made, as directed by the Contracting Officer, when the mixture proportions are changed or when low strengths have been detected. A truly random (not haphazard) sampling plan shall be developed by the Contractor and approved by the Contracting Officer prior to the start of construction. The plan shall assure that sampling is done in a completely random and unbiased manner. A set of test specimens for concrete with a 28-day specified strength per paragraph Strength Requirements in PART 1 shall consist of four specimens, two to be tested at 7 days and two at 28 days. A set of test specimens for concrete with a 90-day strength per the same paragraph shall consist of six specimens, two tested at 7 days, two at 28 days, and two at 90 days. Test specimens shall be molded and cured in accordance with \-ASTM C 31-\ and tested in accordance with \-ASTM C 39-\ for test cylinders and \-ASTM C 78-\ for test beams. Results of all strength tests shall be reported immediately to the Contracting Officer. Quality control charts shall be kept for individual strength "tests", ("test" as defined in parargraph Strength Requirements in PART 1) moving average of last 3 "tests" for strength, and moving average for range for the last 3 "tests" for each mixture. The charts shall be similar to those found in \-ACI 214.3R-\.

3.17.6 Inspection Before Placing

Foundations, construction joints, forms, and embedded items shall be inspected by the Contractor in sufficient time prior to each concrete placement in order to certify to

the Contracting Officer that they are ready to receive concrete. The results of each inspection shall be reported in writing.

3.17.7 Placing

The placing foreman shall supervise placing operations, shall determine that the correct quality of concrete or grout is placed in each location as specified and as directed by the Contracting Officer, and shall be responsible for measuring and recording concrete temperatures and ambient temperature hourly during placing operations, weather conditions, time of placement, volume placed, and method of placement. The placing foreman shall not permit batching and placing to begin until it has been verified that an adequate number of vibrators in working order and with competent operators are available. Placing shall not be continued if any pile of concrete is inadequately consolidated. If any batch of concrete fails to meet the temperature requirements, immediate steps shall be taken to improve temperature controls.

3.17.8 Vibrators

The frequency and amplitude of each vibrator shall be determined in accordance with \-COE CRD-C 521-\ prior to initial use and at least once a month when concrete is being placed. Additional tests shall be made as directed when a vibrator does not appear to be adequately consolidating the concrete. The frequency shall be determined while the vibrator is operating in concrete with the tachometer being held against the upper end of the vibrator head while almost submerged and just before the vibrator is withdrawn from the concrete. The amplitude shall be determined with the head vibrating in air. Two measurements shall be taken, one near the tip and another near the upper end of the vibrator head, and these results averaged. The make, model, type, and size of the vibrator and frequency and amplitude results shall be reported in writing. Any vibrator not meeting the requirements of paragraph Consolidation, shall be immediately removed from service and repaired or replaced.

3.17.9 Curing Inspection

a. Moist Curing Inspections. At least once each shift, and not less than twice per day on both work and non-work days, an inspection shall be made of all areas subject to moist curing. The surface moisture condition shall be noted and recorded.

b. Moist Curing Corrective Action. When a daily inspection report lists an area of inadequate curing, immediate corrective action shall be taken, and the required curing period for those areas shall be extended by 1 day.

c. Membrane Curing Inspection. No curing compound shall be applied until the Contractor has verified that the compound is properly mixed and ready for spraying. At the end of each operation, the Contractor shall estimate the quantity of compound used by measurement of the container and the area of concrete surface covered, shall compute the rate of coverage in square feet per gallon, and shall note whether or not coverage is uniform.

d. Membrane Curing Corrective Action. When the coverage rate of the curing compound is less than that specified or when the coverage is not uniform, the entire surface shall be sprayed again.

3.17.10 Cold-Weather Protection

At least once each shift and once per day on non-work days, an inspection shall be made of all areas subject to cold-weather protection. Any deficiencies shall be noted, corrected, and reported.

3.17.11 NOT USED

3.17.12 Reports

All results of tests or inspections conducted shall be reported informally as they are completed and in writing daily. A weekly report shall be prepared for the updating of control charts covering the entire period from the start of the construction season through the current week. During periods of cold-weather protection, reports of pertinent temperatures shall be made daily. These requirements do not relieve the Contractor of the obligation to report certain failures immediately as required in preceding paragraphs. Such reports of failures and the action taken shall be confirmed in writing in the routine reports. The Contracting Officer has the right to examine all contractor quality control records.

2.6. NOT USED

SECTION 16415A

ELECTRICAL WORK, INTERIOR - MOTORS

09/96

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SECTION 16415A

ELECTRICAL WORK, INTERIOR - MOTORS
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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.

THE SOCIETY FOR TESTING AND MATERIALS (ASTM)

\-ASTM D 709-\ (1992) Laminated Thermosetting Materials

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

\-NEMA ICS 1-\ (1993) Industrial Control and Systems

\-NEMA ICS 2-\ (1993) Industrial Control and Systems Controllers, Contactors, and Overload Relays Rated Not More Than 2,000 Volts AC or 750 DC

\-NEMA ICS 3-\ (1993) Industrial Control and Systems Factory Built Assemblies

\-NEMA ICS 6-\ (1993) Industrial Control and Systems Enclosures

\-NEMA MG 1-\ (1998; Erratta Aug 12, 1999) Motors and Generators

\-NEMA MG 10-\ (1994) Energy Management Guide for Selection and Use of Polyphase Motors

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

\-NFPA 70-\ (1999) National Electrical Code

\-NFPA 101-\ (2000) Safety to Life from Fire in Buildings and Structures

UNDERWRITERS LABORATORIES (UL)

\-UL 508-\ (1999) Industrial Control Equipment

\-UL 1004-\ (1994; Rev thru Feb 2001) Electric Motors

1.2 GENERAL

1.2.1 Rules

The installation shall conform to the requirements of \-NFPA 70-\ and \-NFPA 101-\, unless more stringent requirements are indicated herein or shown.

1.2.2 Coordination

The drawings indicate the extent and the general location and arrangement of equipment, conduit, and wiring. The Contractor shall become familiar with all details of the work and verify all dimensions in the field so that the outlets and equipment shall be properly located and readily accessible. Equipment and materials shall be located to avoid interference with mechanical or structural features. If any conflicts occur necessitating departures from the drawings, details of and reasons for departures shall be submitted and approved prior to implementing any change.

1.2.3 Special Environments

1.2.3.1 Weatherproof Locations

Wiring, fixtures, and equipment in designated locations shall conform to \-NFPA 70-\ requirements for installation in damp or wet locations.

1.2.4 Standard Products

Material and equipment shall be a standard product of a manufacturer regularly engaged in the manufacture of the product and shall essentially duplicate items that have been in satisfactory use for at least 2 years prior to bid opening.

1.2.5 Identification Nameplates

Major items of electrical equipment and major components shall be permanently marked with an identification name to identify the equipment by type or function and specific unit number as indicated. Designation of motors shall coincide with their designation in the panel. Unless otherwise specified, all identification nameplates shall be made of laminated plastic in accordance with \-ASTM D 709-\ with black outer layers and a white core. Edges shall be chamfered. Plates shall be fastened with black-finished round-head drive screws, except motors, or approved nonadhesive metal fasteners. When the nameplate is to be installed on an irregular-shaped object, the Contractor shall devise an approved support suitable for the application and ensure the proper installation of the supports and nameplates. In all instances, the nameplate shall be installed in a conspicuous location. At the option of the Contractor, the equipment manufacturer's standard embossed nameplate material with black paint-filled letters may be furnished in lieu of laminated plastic. The front of each panelboard shall have a nameplate to indicate the phase letter, corresponding color and arrangement of the phase conductors. The following equipment, as a minimum, shall be provided with identification nameplates:

Minimum 1/4 Inch High Letters	Minimum 1/8 Inch High Letters
Starters	Control Power Transformers
Safety Switches	Control Devices
Equipment Enclosures	
Motors	

Each panel, or section shall be provided with a nameplate in addition to nameplates listed above, which shall be provided for individual compartments in the respective assembly, including nameplates which identify "future," "spare," and "dedicated" or "equipped spaces."

1.2.6 As-Built Drawings

Following the project completion or turnover, within 30 days the Contractor shall furnish 2 sets of as-built drawings to the Contracting Officer.

1.3 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\

Materials and Equipment\; *GA*\.

The label or listing of the Underwriters Laboratories, Inc., will be accepted as evidence that the materials or equipment conform to the applicable standards of that agency. In lieu of this label or listing, a statement from a nationally recognized, adequately equipped testing agency indicating that the items have been tested in accordance with required procedures and that the materials and equipment comply with all contract requirements will be accepted. However, materials and equipment installed in hazardous locations must bear the UL label unless the data submitted from other testing agency is specifically approved in writing by the Contracting Officer. Items which are required to be listed and labelled in accordance with Underwriter's Laboratories must be affixed with a UL label that states that it is UL listed. No exceptions or waivers will be granted to this requirement. Materials and equipment will be approved based on the manufacturer's published data.

For other than equipment and materials specified to conform to UL publications, a manufacturer's statement indicating complete compliance with the applicable standard of the American Society for Testing and Materials, National Electrical Manufacturers Association, or other commercial standard, is acceptable.

1.4 WORKMANSHIP

Materials and equipment shall be installed in accordance with \-NFPA 70-\, the recommendations of the manufacturer and as shown.

PART 2 PRODUCTS

Products shall conform to the respective publications and other requirements specified below. Materials and equipment not listed below shall be as specified elsewhere in this section. Items of the same classification shall be identical including equipment, assemblies, parts, and components.

2.1 Motors, AC, Fractional and Integral

Motors, ac, fractional and integral horsepower 500 Hp and smaller shall conform to \-NEMA MG 1-\ and \-UL 1004-\ for motors and \-NEMA MG 10-\ for energy management selection of polyphase motors.

2.1.1 Rating

The horsepower rating of motors should be limited to no more than 125 percent of the maximum load being served unless a NEMA standard size does not fall within this range. In this case, the next larger NEMA standard motor size should be used.

2.1.2 Motor Efficiencies

Permanently wired polyphase motors of 1 Hp or more shall meet the minimum full-load efficiencies as indicated in the following table, and as specified in this specification. Motors of 1 Hp or more with open, dripproof or totally enclosed fan cooled enclosures shall be high efficiency type, unless otherwise indicated. Motors provided as an integral part of motor driven equipment are excluded from this requirement if a minimum seasonal or overall efficiency requirement is indicated for that equipment by the provisions of another section.

Minimum Motor Efficiencies

HP	Std. Efficiency	High Efficiency
1	77.0	85.5
1.5	78.5	85.5
2	78.5	85.5
3	78.5	88.5
5	82.5	88.5
7.5	84.0	90.0
10	85.5	90.0
15	85.5	91.0
20	87.5	92.0

2.2 Motor Controls

\-NEMA ICS 1-\, \-NEMA ICS 2-\, \-NEMA ICS 3-\ and \-NEMA ICS 6-\, and \-UL 508-\. Panelboards supplying non-linear loads shall have neutrals sized for 200 percent of rated current.

2.2.1 Motor Starters

Combination starters shall be provided with circuit breakers.

2.2.2 NOT USED

2.2.3 Thermal-Overload Protection

Each motor of 1/8 hp or larger shall be provided with thermal-overload protection. Polyphase motors shall have overload protection in each ungrounded conductor. The overload-protection device shall be provided either integral with the motors or controller, or shall be mounted in a separate enclosure. Unless otherwise specified, the protective device shall be of the manually reset type. Single or double pole tumbler switches specifically designed for alternating-current operation only may be used as manual controllers for single-phase motors having a current rating not in excess of 80 percent of the switch rating.

2.2.4 Low-Voltage Motor Overload Relays

Thermal and magnetic current overload relays shall conform to \-NEMA ICS 2-\ and \-UL 508-\. Overload protection shall be provided either integral with the motor or controller, and shall be rated in accordance with the requirements of \-NFPA 70-\. Standard units shall be used for motor starting times up to 7 seconds.

2.2.4.1 Construction

Manual reset type thermal relays shall be bimetallic construction. Automatic reset type thermal relays shall be bimetallic construction. Magnetic current relays shall consist of a contact mechanism and a dash pot mounted on a common frame.

2.2.4.2 Ratings

Voltage ratings shall be not less than the applicable circuit voltage. Trip current ratings shall be established by selection of the replaceable overload device and shall not be adjustable. Where the controller is remotely-located or difficult to reach, an automatic reset, non-compensated overload relay shall be provided. Manual reset overload relays shall be provided otherwise, and at all locations where automatic starting is provided. Where the motor is located in a constant ambient temperature, and the thermal device is located in an ambient temperature that regularly varies by more than minus 18 degrees F, an ambient temperature-compensated overload relay shall be provided.

PART 3 EXECUTION

3.1 MOTORS

Each motor shall conform to the Hp and voltage ratings indicated, and shall have a service-factor and other characteristics that are essential to the proper application and performance of the motors under conditions shown or specified. Three-phase motors for use on 3-phase 208-volt systems shall have a nameplate rating of 200 volts. Unless otherwise specified, all motors shall have open frames, and continuous-duty classification based on a 40-degree C ambient temperature reference. Polyphase motors shall be squirrel-cage type, having normal-starting-torque and low-starting-current characteristics, unless other characteristics are specified in other sections of these specifications or shown on contract drawings. The Contractor shall be responsible for selecting the actual horsepower ratings and other motor requirements necessary for the applications indicated. When electrically driven equipment furnished under other sections of these specifications materially differs from the design, the Contractor shall make the necessary adjustments to the wiring, disconnect devices and branch-circuit protection to accommodate the equipment actually installed.

3.2 MOTOR CONTROL

Each motor or group of motors requiring a single control shall be provided under other sections of these specifications with a suitable controller and devices that will perform the functions as specified for the respective motors. Each motor of 1/8 Hp or larger shall be provided with thermal-overload protection. Polyphase motors shall have overload protection in each ungrounded conductor. The overload-protection device shall be provided either integral with the motor or controller, or shall be mounted in a separate enclosure. All controls shall be 120 volts or less unless otherwise indicated.

3.2.1 NOT USED

3.2.2 NOT USED

3.2.3 Contacts

Unless otherwise indicated, contacts in miscellaneous control devices such as float switches, pressure switches, and auxiliary relays shall have current and voltage ratings in accordance with \-NEMA ICS 2-\ for rating designation B300.

3.2.4 Safety Controls

Safety controls for boilers shall be connected to a 2-wire, 120 volt grounded circuit supplied from the associated boiler-equipment circuit. Where the boiler circuit is more than 120 volts to ground, safety controls shall be energized through a two-winding transformer having its 120 volt secondary winding grounded. Overcurrent protection shall be provided in the ungrounded secondary conductor and shall be sized for the load encountered.

3.3 MOTOR-DISCONNECT MEANS

Each motor shall be provided with a disconnecting means when required by \-NFPA 70-\ even though not indicated. For single-phase motors, a single-or double-pole toggle switch, rated only for alternating current, will be acceptable for capacities less than 30 amperes, provided the ampere rating of the switch is at least 125 percent of the motor rating. Switches shall disconnect all ungrounded conductors.

3.4 EQUIPMENT CONNECTIONS

3.4.1 General

All wiring not furnished and installed under other sections of the specifications for the connection of electrical equipment as indicated on the drawings shall be furnished and installed under this section of the specifications. Flexible conduits 6 feet or less in length shall be provided to all electrical equipment subject to periodic removal, vibration, or movement and for all motors. All motors shall be provided with separate grounding conductors. Liquid-tight conduits shall be used in damp or wet locations.

3.4.2 Motors and Motor Control

Motors, and motor controls shall be installed in accordance with \-NFPA 70-\, the manufacturer's recommendations, and as indicated. Wiring shall be extended to motors, and motor controls and terminated.

3.5 PAINTING AND FINISHING

Field-applied paint on exposed surfaces shall be provided under Section \=09900=\ PAINTING, GENERAL.

3.6 REPAIR OF EXISTING WORK

The work shall be carefully laid out in advance, and where cutting, channeling, chasing, or drilling of floors, walls, partitions, ceiling, or other surfaces is necessary for the proper installation, support, or anchorage of the conduit, raceways, or other electrical work, this work shall be carefully done, and any damage to building, piping, or equipment shall be repaired by skilled mechanics of the trades involved at no additional cost to the Government.

3.7 FIELD TESTING

Field testing shall be performed in the presence of the Contracting Officer. The Contractor shall notify the Contracting Officer three days prior to conducting tests. The Contractor shall furnish all materials, labor, and equipment necessary to conduct field tests. The Contractor shall perform all tests and inspections recommended by the manufacturer unless specifically waived by the Contracting Officer. The Contractor shall maintain a written record of all tests which includes date, test performed, personnel involved, devices tested, serial number and name of test equipment, and test results. All field test reports will be signed and dated by the Contractor.

3.7.1 Safety

The Contractor shall provide and use safety devices such as rubber gloves, protective barriers, and danger signs to protect and warn personnel in the test vicinity. The Contractor shall replace any devices or equipment which are damaged due to improper test procedures or handling.

3.7.2 \+Motor Tests+\

a. Phase rotation test to ensure proper direction.

b. High potential test on each winding to ground.

c. Insulation resistance of each winding to ground.

d. Vibration test.

e. Dielectric absorption test on motor and starter.

3.8 ACCEPTANCE

Final acceptance of the facility will not be given until the Contractor has successfully completed all tests and after all defects in installation, material or operation have been corrected.

SECTION 16415C

ELECTRICAL WORK, INTERIOR - WIRING

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SECTION 16415C

ELECTRICAL WORK, INTERIOR - WIRING

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 B 1-\ (1995) Hard-Drawn Copper Wire

\-ASTM B 8-\ (1999) Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft

\-ASTM D 709-\ (2000) Laminated Thermosetting Materials

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)

\-IEEE C62.41-\ (1991) Surge Voltages in Low-Voltage AC Power Circuits

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

\-NEMA 250-\ (1991) Enclosures for Electrical Equipment (1000 Volts Maximum)

\-NEMA ICS 6-\ (1993) Industrial Control and Systems Enclosures

\-NEMA OS 1-\ (1996) Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports

\-NEMA OS 2-\ (1998) Nonmetallic Outlet Boxes, Device Boxes, Covers and Box Supports

\-NEMA RN 1-\ (1998) Polyvinyl-Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit

\-NEMA TC 2-\ (1998) Electrical Polyvinyl Chloride (PVC) Tubing (EPT) and Conduit (EPC-40 and EPC-80)

\-NEMA WD 1-\ (1999) General Requirements for Wiring Devices

\-NEMA WD 6-\ (1997) Wiring Devices - Dimensional Requirements

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

\-NFPA 70-\ (1999) National Electrical Code

\-NFPA 101-\ (2000) Safety to Life from Fire in Buildings and Structures

UNDERWRITERS LABORATORIES (UL)

\-UL-03-\ (1996; Supple) Electrical Construction Materials Directory

\-UL 1-\ (2000) Flexible Metal Conduit

\-UL 6-\ (2000) Rigid Metal Conduit

\-UL 20-\ (2000) General-Use Snap Switches

\-UL 44-\ (1999) Thermoset-Insulated Wires and Cables

\-UL 50-\ (1995; Rev Oct 1996) Enclosures for Electrical Equipment

\-UL 83-\ (1998) Thermoplastic-Insulated Wires and Cables

\-UL 98-\ (1994; R Jun 1998) Enclosed and Dead-Front Switches

\-UL 360-\ (1996; Rev Oct 1997) Liquid-Tight Flexible Steel Conduit

\-UL 486A-\ (1997) Wire Connectors and Soldering Lugs for Use with Copper Conductors

\-UL 486C-\ (1997) Splicing Wire Connectors

\-UL 486E-\ (1994; Rev thru May 2000) Equipment Wiring Terminals for Use with Aluminum and/or Copper Conductors

\-UL 489-\ (1996; Rev May 1997) Molded-Case Circuit Breakers and Circuit-Breaker Enclosures

\-UL 498-\ (1996) Attachment Plugs and Receptacles

\-UL 510-\ (1994) Insulating Tape

\-UL 514A-\ (1996) Metallic Outlet Boxes

\-UL 514B-\ (1997) Fittings for Conduit and Outlet Boxes

\-UL 651-\ (1995; Rev Jan 1997) Schedule 40 and 80 Rigid PVC Conduit

\-UL 651A-\ (1995; Rev Sep 1996) Type EB and A Rigid PVC Conduit and HDPE Conduit

\-UL 854-\ (1999; Rev Feb 2001) Service-Entrance Cables

\-UL 869A-\ (1998) Reference Standard for Service Equipment

\-UL 943-\ (1993; Rev thru Sep 2000) Ground-Fault Circuit-Interrupters

\-UL 1242-\ (2000) Intermediate Metal Conduit

\-UL 1449-\ (1996; Rev thru Mar 2000 Transient Voltage Surge Suppressors

\-UL 1660-\ (2000) Liquid-Tight Flexible Nonmetallic Conduit

1.2 GENERAL

1.2.1 Rules

The installation shall conform to the requirements of \-NFPA 70-\ and \-NFPA 101-\, unless more stringent requirements are indicated herein or shown.

1.2.2 Coordination

The drawings indicate the extent and the general location and arrangement of equipment, conduit, and wiring. The Contractor shall become familiar with all details of the work and verify all dimensions in the field so that the outlets and equipment shall be properly located and readily accessible. Lighting fixtures, outlets, and other equipment and materials shall be located to avoid interference with mechanical or structural features; otherwise, lighting fixtures shall be symmetrically located according to the room arrangement when uniform illumination is required, or asymmetrically located to suit conditions fixed by design and shown. Raceways, junction and outlet boxes, and lighting fixtures shall not be supported from sheet metal roof decks. If any conflicts occur necessitating departures from the drawings, details of and reasons for departures shall be submitted and approved prior to implementing any change. The Contractor shall coordinate electrical work with the HVAC and electrical drawings and specifications and provide all power related wiring.

1.2.3 Special Environments

1.2.3.1 Weatherproof Locations

Wiring, fixtures, and equipment in designated locations shall conform to \-NFPA 70-\ requirements for installation in damp or wet locations.

1.2.4 Standard Products

Material and equipment shall be a standard product of a manufacturer regularly engaged in the manufacture of the product and shall essentially duplicate items that have been in satisfactory use for at least 2 years prior to bid opening.

1.2.5 Identification Nameplates

Major items of electrical equipment and major components shall be permanently marked with an identification name to identify the equipment by type or function and specific unit number as indicated. Designation of motors shall coincide with their designation in the panel. Unless otherwise specified, all identification nameplates shall be made of laminated plastic in accordance with \-ASTM D 709-\, with black outer layers and a white core. Edges shall be chamfered. Plates shall be fastened with black-finished round-head drive screws, except motors, or approved nonadhesive metal fasteners. When the nameplate is to be installed on an irregular-shaped object, the Contractor shall devise an approved support suitable for the application and ensure the proper installation of the supports and nameplates. In all instances, the nameplate shall be installed in a conspicuous location. At the option of the Contractor, the equipment manufacturer's standard embossed nameplate material with black paint-filled letters may be furnished in lieu of laminated plastic. The front of each panel board shall have a nameplate to indicate the phase letter, corresponding color and arrangement of the phase conductors. The following equipment, as a minimum, shall be provided with identification nameplates:

Minimum 1/4 Inch High Letters	Minimum 1/8 Inch High Letters
Starters	Control Power Transformers
Safety Switches	Control Devices
Equipment Enclosures	

Each panel, section, or similar assemblies shall be provided with a nameplate in addition to nameplates listed above, which shall be provided for individual compartments in the respective assembly, including nameplates which identify "future," "spare," and "dedicated" or "equipped spaces."

1.2.6 As-Built Drawings

Following the project completion or turnover, within 30 days the Contractor shall furnish 2 sets of as-built drawings to the Contracting Officer.

1.3 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\

Materials and Equipment\; *GA*\.

The label or listing of the Underwriters Laboratories, Inc., will be accepted as evidence that the materials or equipment conform to the applicable standards of that agency. In lieu of this label or listing, a statement from a nationally recognized, adequately equipped testing agency indicating that the items have been tested in accordance with required procedures and that the materials and equipment comply with all contract requirements will be accepted. However, materials and equipment installed in hazardous locations must bear the UL label unless the data submitted from other testing agency is specifically approved in writing by the Contracting Officer. Items which are required to be listed and labelled in accordance with Underwriter's Laboratories, must be affixed with a UL label that states that it is UL listed. No exceptions or waivers will be granted to this requirement. Materials and equipment will be approved based on the manufacturer's published data.

1.4 WORKMANSHIP

Materials and equipment shall be installed in accordance with \-NFPA 70-\, the recommendations of the manufacturer and as shown.

PART 2 PRODUCTS

Products shall conform to the respective publications and other requirements specified below. Materials and equipment not listed below shall be as specified elsewhere in this section. Items of the same classification shall be identical including equipment, assemblies, parts and components.

2.1 NOT USED

2.2 CABLES AND WIRES

Conductors No. 8 AWG and larger diameter shall be stranded. Conductors No. 10 AWG and smaller diameter shall be solid, except that conductors for remote control, alarm, and signal circuits, Classes 1, 2, and 3, shall be stranded unless specifically indicated otherwise. Conductor sizes and ampacities shown are based on copper, unless indicated otherwise. All conductors shall be copper.

2.2.1 Equipment Manufacturer Requirements

When manufacturer's equipment requires copper conductors at the terminations or requires copper conductors to be provided between components of equipment, provide copper conductors or splices, splice boxes, and other work required to meet manufacturer's requirements.

2.2.2 Aluminum Conductors

Aluminum conductors shall not be used.

2.2.3 Insulation

Unless indicated otherwise, or required by \-NFPA 70-\, power and lighting wires shall be 600-volt, Type THWN, THHN, or THW conforming to \-UL 83-\ or RHW conforming to \-UL 44-\, except that grounding wire may be type TW conforming to \-UL 83-\; remote-control and signal circuits shall be Type TW, THW or TF, conforming to \-UL 83-\. Where lighting fixtures require 90-degree Centigrade (C) conductors, provide only conductors with 90-degree C insulation or better.

2.2.4 Bonding Conductors

\-ASTM B 1-\, solid bare copper wire for sizes No. 8 AWG and smaller diameter; \-ASTM B 8-\, Class B, stranded bare copper wire for sizes No. 6 AWG and larger diameter.

2.2.5 Service Entrance Cables

Service entrance (SE) and underground service entrance (USE) cables, \-UL 854-\.

2.3 NOT USED

2.4 TRANSIENT VOLTAGE SURGE PROTECTION

Transient voltage surge suppressors shall be provided as indicated. Surge suppressors shall meet the requirements of \-IEEE C62.41-\ and be UL listed and labelled as having been tested in accordance with \-UL 1449-\. Surge suppressor ratings shall be 600 volts rms, operating voltage; 60 Hz; 3-phase; 4 wire with ground; transient suppression voltage (peak let-through voltage) of 650 volts. Fuses shall not be used as surge suppression.

2.5 NOT USED

2.6 CIRCUIT BREAKERS

2.6.1 Molded-Case Circuit Breakers

Molded-case circuit breakers shall conform to \-UL 489-\ and \-UL 877-\ for circuit breakers and circuit breaker enclosures located in hazardous (classified) locations. Circuit breakers may be installed in panelboards, switchboards, enclosures, or combination motor controllers.

2.6.1.1 Construction

Circuit breakers shall be suitable for mounting and operating in any position. Lugs shall be listed for copper conductors only in accordance with \-UL 486E-\. Single-pole circuit breakers shall be full module size with not more than one pole per module. Multi-pole circuit breakers shall be of the common-trip type having a single operating handle such that an overload or short circuit on any one pole will result in all poles opening simultaneously. Sizes of 100 amperes or less may consist of single-pole breakers permanently factory assembled into a multi-pole unit having an internal, mechanical, nontamperable common-trip mechanism and external handle ties. All circuit breakers shall have a quick-make, quick-break overcenter toggle-type mechanism, and the handle mechanism shall be trip-free to prevent holding the contacts closed against a short-circuit or sustained overload. All circuit breaker handles shall assume a position between "ON" and "OFF" when tripped automatically. All ratings shall be clearly visible.

2.6.1.2 Ratings

Voltage ratings shall be not less than the applicable circuit voltage. The interrupting rating of the circuit breakers shall be at least equal to the available short-circuit current at the line terminals of the circuit breakers and correspond to the UL listed integrated short-circuit current rating specified for the panelboards and switchboards. Molded-case circuit breakers shall have nominal voltage ratings, maximum continuous-current ratings, and maximum short-circuit interrupting ratings in accordance with \-NEMA AB 1-\. Ratings shall be coordinated with system X/R ratio.

2.6.1.3 NOT USED

2.6.1.4 Thermal-Magnetic Trip Elements

Thermal magnetic circuit breakers shall be provided as shown. Automatic operation shall be obtained by means of thermal-magnetic tripping devices located in each pole providing inverse time delay and instantaneous circuit protection. The instantaneous magnetic trip shall be adjustable and accessible from the front of all circuit breakers on frame sizes above 150 amperes.

2.6.2 NOT USED

2.6.3 NOT USED

2.6.4 NOT USED

2.6.5 NOT USED

2.6.6 NOT USED

2.6.7 NOT USED

2.6.8 Ground Fault Circuit Interrupters

\-UL 943-\. Breakers equipped with ground fault interrupters shall have ground fault class, interrupting capacity, and voltage and current ratings as indicated.

2.7 CONDUIT AND TUBING

2.7.1 NOT USED

2.7.2 NOT USED

2.7.3 Electrical Plastic Tubing and Conduit

\-NEMA TC 2-\.

2.7.4 Flexible Conduit, Steel and Plastic

General-purpose type, \-UL 1-\; liquid tight, \-UL 360-\, and \-UL 1660-\

2.7.5 Intermediate Metal Conduit

\-UL 1242-\.

2.7.6 PVC Coated Rigid Steel Conduit

\-NEMA RN 1-\.

2.7.7 NOT USED

2.7.8 Rigid Metal Conduit

\-UL 6-\.

2.7.9 Rigid Plastic

\-NEMA TC 2-\, \-UL 651-\ and \-UL 651A-\.

2.8 CONDUIT AND DEVICE BOXES AND FITTINGS

2.8.1 Boxes, Metallic Outlet

\-NEMA OS 1-\ and \-UL 514C-\.

2.8.2 Boxes, Nonmetallic, Outlet and Flush-Device Boxes and Covers

\-NEMA OS 2-\ and \-UL 514C-\.

2.8.3 NOT USED

2.8.4 Boxes, Switch (Enclosed), Surface-Mounted

\-UL 98-\.

2.8.5 Fittings for Conduit and Outlet Boxes

\-UL 514B-\.

2.8.6 NOT USED

2.8.7 Fittings, PVC, for Use with Rigid PVC Conduit and Tubing

\-UL 514B-\.

2.9 CONDUIT COATINGS PLASTIC RESIN SYSTEM

\-NEMA RN 1-\, Type A-40.

2.10 CONNECTORS, WIRE PRESSURE

2.10.1 For Use With Copper Conductors

\-UL 486A-\.

2.11 ENCLOSURES

\-NEMA ICS 6-\ or \-NEMA 250-\, unless otherwise specified.

2.11.1 Cabinets and Boxes

Cabinets and boxes with volume greater than 100 cubic inches shall be in accordance with \-UL 50-\, hot-dip, zinc-coated, if sheet steel.

2.11.2 Circuit Breaker Enclosures

\-UL 489-\.

2.11.3 Circuit Breaker Enclosures for Hazardous (Classified) Locations

\-UL 877-\.

2.12 NOT USED

2.13 NOT USED

2.14 RECEPTACLES

2.14.1 NOT USED

2.14.2 Heavy Duty Grade

\-NEMA WD 1-\. Devices shall conform to all requirements for heavy duty receptacles.

2.14.3 Standard Grade

\-UL 498-\.

2.14.4 Ground Fault Interrupters

\-UL 943-\, Class A or B.

2.14.5 NOT USED

2.14.6 NEMA Standard Receptacle Configurations

\-NEMA WD 6-\.

a. Single and Duplex, 15-Ampere and 20-Ampere, 125 Volt.

15-ampere, non-locking: NEMA Type 5-15R, locking: NEMA Type L5-15R. 20-ampere, non-locking: NEMA Type 5-20R, locking: NEMA Type L5-20R.

2.15 SERVICE ENTRANCE EQUIPMENT

\-UL 869A-\.

2.16 SPLICE, CONDUCTOR

\-UL 486C-\.

2.17 NOT USED

2.18 SNAP SWITCHES

\-UL 20-\.

2.19 TAPES

2.19.1 Plastic Tape

\-UL 510-\.

2.19.2 Rubber Tape

\-UL 510-\.

2.20 WIRING DEVICES

\-NEMA WD 1-\ for wiring devices, and \-NEMA WD 6-\ for dimensional requirements of wiring devices.

PART 3 EXECUTION

3.1 WIRING METHODS

Wiring shall conform to \-NFPA 70-\, the contract drawings, and the following specifications. Unless otherwise indicated, wiring shall consist of insulated conductors installed in rigid zinc-coated steel conduit, rigid plastic conduit, or intermediate metal conduit. Wire fill in conduits shall be based on \-NFPA 70-\ for the type of conduit and wire insulations specified.

3.1.1 Conduit and Tubing Systems

Conduit and tubing systems shall be installed as indicated. Conduit sizes shown are based on use of copper conductors with insulation types as described in paragraph WIRING METHODS. Minimum size of raceways shall be 1/2 inch. Only metal conduits will be permitted when conduits are required for shielding or other special purposes indicated, or when required by conformance to \-NFPA 70-\. Nonmetallic conduit and tubing may be used in damp, wet or corrosive locations when permitted by \-NFPA 70-\ and the conduit or tubing system is provided with appropriate boxes, covers, clamps, screws or other appropriate type of fittings. Bushings, manufactured fittings or boxes providing equivalent means of protection shall be installed on the ends of all conduits and shall be of the insulating type, where required by \-NFPA 70-\. Except as otherwise specified, IMC may be used as an option for rigid steel conduit in areas as permitted by \-NFPA 70-\. Raceways shall be concealed within finished walls, ceilings, and floors unless otherwise shown. Raceways crossing structural expansion joints shall be provided with suitable expansion fittings or other suitable means to compensate for the building expansion and contraction and to provide for continuity of grounding. Wiring shall be suitable for installation in wet locations.

3.1.2 Pull Wires

A pull wire shall be inserted in each empty raceway in which wiring is to be installed if the raceway is more than 50 feet in length and contains more than the equivalent of two 90-degree bends, or where the raceway is more than 150 feet in length. The pull wire shall be of No. 14 AWG zinc-coated steel, or of plastic having not less than 200 pound per square inch tensile strength. Not less than 10 inches of slack shall be left at each end of the pull wire.

3.1.3 Conduit Stub-Ups

Where conduits are to be stubbed up through concrete floors, a short elbow shall be installed below grade to transition from the horizontal run of conduit to a vertical run. A conduit coupling fitting, threaded on the inside, shall be installed to allow terminating the conduit flush with the finished floor. Wiring shall be extended in rigid threaded conduit to equipment, except that where required, flexible conduit may be used 6 inches above the floor. Empty or spare conduit stub-ups shall be plugged flush with the finished floor with a threaded, recessed plug.

3.1.4 Below Slab-on-Grade or in the Ground

Electrical wiring below slab-on-grade shall be protected by a conduit system. Conduit passing vertically through slabs-on-grade shall be rigid steel or IMC. Rigid steel or IMC conduits installed below slab-on-grade or in the earth shall be field-wrapped with 0.010 inch thick pipe-wrapping plastic tape applied with a 50-percent overlay, or shall have a factory-applied polyvinyl chloride, plastic resin, or epoxy coating system.

3.1.5 Installing in Slabs Including Slabs on Grade

Conduits installed in slabs-on-grade shall be rigid steel or IMC. Conduits shall be installed as close to the middle of concrete slabs as practicable without disturbing the reinforcement. Outside diameter shall not exceed 1/3 of the slab thickness and conduits shall be spaced not closer than 3 diameters on centers except at cabinet locations where the slab thickness shall be increased as approved by the Contracting Officer. Where conduit is run parallel to reinforcing steel, the conduit shall be spaced a minimum of one conduit diameter away but not less than one inch from the reinforcing steel.

3.1.6 Changes in Direction of Runs

Changes in direction of runs shall be made with symmetrical bends or cast-metal fittings. Field-made bends and offsets shall be made with an approved hickey or conduit-bending machine. Crushed or deformed raceways shall not be installed. Trapped raceways in damp and wet locations shall be avoided where possible. Care shall be taken to prevent the lodgment of plaster, dirt, or trash in raceways, boxes, fittings and equipment during the course of construction. Clogged raceways shall be cleared of obstructions or shall be replaced.

3.1.7 Supports

Except where otherwise permitted by \-NFPA 70-\, conduits and tubing shall be securely and rigidly fastened in place at intervals of not more than 10 feet and within 3 feet of boxes, cabinets, and fittings, with approved pipe straps, wall brackets, conduit clamps, conduit hangers, threaded C-clamps, beam clamps, or ceiling trapeze. Loads and supports shall be coordinated with supporting structure to prevent damage or deformation to the structure. Loads shall not be applied to joist bridging. Attachment shall be by wood screws or screw-type nails to wood; by toggle bolts on hollow masonry units; by expansion bolts on concrete or brick; by machine screws, welded threaded studs, heat-treated or spring-steel-tension clamps on steel work. Nail-type nylon anchors or threaded studs driven in by a powder charge and provided with lock washers and nuts may be used in lieu of expansion bolts or machine screws. Raceways or pipe straps shall not be welded to steel structures. Cutting the main reinforcing bars in reinforced concrete beams or joists shall be avoided when drilling holes for support anchors. Holes drilled for support anchors but not used shall be filled. In partitions of light steel construction, sheet-metal screws may be used. Raceways shall not be supported using wire or nylon ties. Raceways shall be independently supported from the structure. Upper raceways shall not be used as a means of support for lower raceways. Supporting means will not be shared between electrical raceways and mechanical piping or ducts. Conduits shall be fastened to sheet-metal boxes and cabinets with two locknuts where required by \-NFPA 70-\, where insulating bushings are used, and where bushings cannot be brought into firm contact with the box; otherwise, a single locknut and bushing may be used. Threadless fittings for electrical metallic tubing shall be of a type approved for the conditions encountered.

3.1.8 Exposed Raceways

Exposed raceways shall be installed parallel or perpendicular to walls, structural members, or intersections of vertical planes and ceilings. Raceways under raised floors and above accessible ceilings shall be considered as exposed installations in accordance with \-NFPA 70-\ definitions.

3.1.9 Exposed Risers

Exposed risers in wire shafts of multistory buildings shall be supported by U-clamp hangers at each floor level, and at intervals not to exceed 10 feet.

3.1.10 NOT USED

3.1.11 NOT USED

3.1.12 NOT USED

3.1.13 NOT USED

3.1.14 Cable and Conductors

Installation shall conform to the requirements of \-NFPA 70-\. Covered, bare or insulated conductors of circuits rated over 600 volts shall not occupy the same equipment wiring enclosure, cable, or raceway with conductors of circuits rated 600 volts or less.

3.1.14.1 Sizing

Unless otherwise indicated, all sizes are based on copper conductors and the insulation types specified. Sizes shall not be less than as indicated. Branch-circuit conductors shall be not smaller than No. 12 AWG. Conductors for branch circuits of 120 volts more than 100 feet long and of 277 volts more than 230 feet long, from panel to load center, shall be no smaller than No. 10 AWG. Class 1 remote control and signal circuit conductors shall be not less than No. 14 AWG. Class 2 remote control and signal circuit conductors shall be not less than No. 16 AWG. Class 3 low-energy, remote-control and signal circuits shall be not less than No. 22 AWG.

3.1.14.2 Use of Aluminum Conductors in Lieu of Copper

Aluminum conductors shall not be used.

3.1.14.3 NOT USED

3.1.14.4 NOT USED

3.1.14.5 Cable Splicing

Splices shall be made in an accessible location. Crimping tools and dies shall be approved by the connector manufacturer for use with the type of connector and conductor.

a. Copper Conductors, 600 Volt and Under: Splices in conductors No. 10 AWG and smaller diameter shall be made with an insulated, pressure-type connector. Splices in conductors No. 8 AWG and larger diameter shall be made with a solderless connector and insulated with tape or a heat-shrink type insulating material equivalent to the conductor insulation.

3.1.14.6 Conductor Identification and Tagging

Power, control, and signal circuit conductor identification shall be provided within each enclosure where a tap, splice, or termination is made. Where several feeders pass through a common pull box, the feeders shall be tagged to indicate clearly the electrical characteristics, circuit number, and panel designation. Phase conductors of low voltage power circuits shall be identified by color coding. Phase identification by a particular color shall be maintained continuously for the length of a circuit, including junctions.

a. Color coding shall be provided for service, feeder, branch, and ground conductors. Color shall be green for grounding conductors and white for neutrals; except where neutrals of more than one system are installed in the same raceway or box, other neutral shall be white with colored (not green) stripe. The color coding for three-phase and single-phase low voltage systems shall be as follows:

277/480 volt, 3-phase: Brown(A), orange(B), and yellow(C).

b. Conductor phase and voltage identification shall be made by color-coded insulation for all conductors smaller than No. 6 AWG. For conductors No. 6 AWG and larger, identification shall be made by color-coded insulation, or conductors with black insulation may be furnished and identified by the use of half-lapped bands of colored electrical tape wrapped around the insulation for a minimum of 3 inches of length near the end, or other method as submitted by the Contractor and approved by the Contracting Officer.

c. Control and signal circuit conductor identification shall be made by color-coded insulated conductors, plastic-coated self-sticking printed markers, permanently attached stamped metal foil markers, or equivalent means as approved. Control circuit terminals of equipment shall be properly identified. Terminal and conductor identification shall match that shown on approved detail drawings. Hand lettering or marking is not acceptable.

3.2 BOXES AND SUPPORTS

Boxes shall be provided in the wiring or raceway systems where required by \-NFPA 70-\ for pulling of wires, making connections, and mounting of devices or fixtures. Pull boxes shall be furnished with screw-fastened covers. Indicated elevations are approximate, except where minimum mounting heights for hazardous areas are required by \-NFPA 70-\. Unless otherwise indicated, boxes for wall switches shall be mounted 48 inches above finished floors. Switch and outlet boxes located on opposite sides of fire rated walls shall be separated by a minimum horizontal distance of 24 inches. The total combined area of all box openings in fire rated walls shall not exceed 100 square inches per 100 square feet. Maximum box areas for individual boxes in fire rated walls vary with the manufacturer and must not exceed the maximum specified for that box in \-UL-03-\. Only boxes listed in \-UL-03-\ shall be used in fire rated walls.

3.2.1 Box Applications

Each box shall have not less than the volume required by \-NFPA 70-\ for number of conductors enclosed in box. Boxes for metallic raceways, 4 x 4 inch nominal size and smaller, shall be of the cast-metal hub type when located in normally wet locations, when flush and surface mounted on outside of exterior surfaces. Cast-metal boxes installed in wet locations and boxes installed flush with the outside of exterior surfaces shall be gasketed. Boxes for mounting lighting fixtures shall be not less than 4 inches square, or octagonal, except smaller boxes may be installed as required by fixture configuration, as approved. Cast-metal boxes with 3/32 inch wall thickness are acceptable. Large size boxes shall be NEMA 12 or as shown.

3.2.2 Brackets and Fasteners

Boxes and supports shall be fastened to wood with wood screws or screw-type nails of equal holding strength, with bolts and metal expansion shields on concrete or brick, with toggle bolts on hollow masonry units, and with machine screws or welded studs on steel work. Threaded studs driven in by powder charge and provided with lockwashers and nuts, or nail-type nylon anchors may be used in lieu of expansion shields, or machine screws. Penetration of more than 1-1/2 inches into reinforced-concrete beams or more than 3/4 inches into reinforced-concrete joists shall avoid cutting any main reinforcing steel. The use of brackets which depend on gypsum wallboard or plasterboard for primary support will not be permitted. In partitions of light steel construction, bar hangers with 1 inch long studs, mounted between metal wall studs or metal box mounting brackets

shall be used to secure boxes to the building structure. When metal box mounting brackets are used, additional box support shall be provided on the side of the box opposite the brackets.

3.2.3 Mounting in Walls, Ceilings, or Recessed Locations

In walls or ceilings of concrete, tile, or other non-combustible material, boxes shall be installed so that the edge of the box is not recessed more than 1/4 inch from the finished surface. Boxes mounted in combustible walls or ceiling material shall be mounted flush with the finished surface. The use of gypsum or plasterboard as a means of supporting boxes will not be permitted. Boxes installed for concealed wiring shall be provided with suitable extension rings or plaster covers, as required. The bottom of boxes installed in masonry-block walls for concealed wiring shall be mounted flush with the top of a block to minimize cutting of the blocks, and boxes shall be located horizontally to avoid cutting webs of block. Separate boxes shall be provided for flush or recessed fixtures when required by the fixture terminal operating temperature, and fixtures shall be readily removable for access to the boxes unless ceiling access panels are provided.

3.2.4 Installation in Overhead Spaces

In open overhead spaces, cast-metal boxes threaded to raceways need not be separately supported except where used for fixture support; cast-metal boxes having threadless connectors and sheet metal boxes shall be supported directly from the building structure or by bar hangers. Hangers shall not be fastened to or supported from joist bridging. Where bar hangers are used, the bar shall be attached to raceways on opposite sides of the box and the raceway shall be supported with an approved type fastener not more than 24 inches from the box.

3.3 DEVICE PLATES

One-piece type device plates shall be provided for all outlets and fittings. Plates on unfinished walls and on fittings shall be of zinc-coated sheet steel, cast-metal, or impact resistant plastic having rounded or beveled edges. Plates on finished walls shall be of satin finish corrosion resistant steel or of satin finish chromium plated brass. Screws shall be of metal with countersunk heads, in a color to match the finish of the plate. Plates shall be installed with all four edges in continuous contact with finished wall surfaces without the use of mats or similar devices. Plaster fillings will not be permitted. Plates shall be installed with an alignment tolerance of 1/16 inch. The use of sectional-type device plates will not be permitted. Plates installed in wet locations shall be gasketed and provided with a hinged, gasketed cover, unless otherwise specified.

3.4 RECEPTACLES

3.4.1 Single and Duplex, 15 or 20-Ampere, 125 Volt

Single and duplex receptacles shall be rated 20 amperes, 125 volts, two-pole, three-wire, grounding type with polarized parallel slots. Bodies shall be of ivory to match color of switch handles in the same room or to harmonize with the color of the respective wall, and supported by mounting strap having plaster ears. Contact arrangement shall be such that contact is made on two sides of an inserted blade. Receptacle shall be side- or back-wired with two screws per terminal. The third grounding pole shall be connected to the metal mounting yoke. Switched receptacles shall be the same as other receptacles specified except that the ungrounded pole of each

suitable receptacle shall be provided with a separate terminal. Only the top receptacle of a duplex receptacle shall be wired for switching application. Receptacles with ground fault circuit interrupters shall have the current rating as indicated, and shall be UL Class A type unless otherwise shown. Ground fault circuit protection shall be provided as required by \-NFPA 70-\ and as indicated on the drawings.

3.4.2 NOT USED

3.4.3 NOT USED

3.4.4 Weatherproof Applications

Weatherproof receptacles shall be suitable for the environment, damp or wet as applicable, and the housings shall be labeled to identify the allowable use. Receptacles shall be marked in accordance with \-UL 514A-\ for the type of use indicated; "Damp Locations", "Wet Locations", "Wet Location Only when Cover Closed". Assemblies shall be installed in accordance with the manufacturers recommendations.

3.4.4.1 NOT USED

3.4.4.2 Wet Locations

Receptacles in wet locations shall be installed in an assembly rated for such use whether the plug is inserted or withdrawn, unless otherwise indicated. In a duplex installation, the receptacle cover shall be configured to shield the connections whether one or both receptacles are in use. .

3.5 NOT USED

3.6 SERVICE EQUIPMENT

Service-disconnecting means shall be of the enclosed molded-case circuit breaker type with an external handle for manual operation. When service disconnecting means is a part of an assembly, the assembly shall be listed as suitable for service entrance equipment. Enclosures shall be sheet metal with hinged cover for surface mounting unless otherwise indicated.

3.7 NOT USED

3.8 NOT USED

3.9 UNDERGROUND SERVICE

Unless otherwise indicated, interior conduit systems shall be stubbed out 5 feet beyond the building wall and 2 feet below finished grade, for interface with the exterior service lateral conduits and exterior communications conduits. Outside conduit ends shall be bushed when used for direct burial service lateral conductors. Outside conduit ends shall be capped or plugged until connected to exterior conduit systems. Underground service lateral conductors will be extended to building service entrance and terminated in accordance with the requirements of SECTION \=16375=\ ELECTRICAL DISTRIBUTION SYSTEM, UNDERGROUND and \-NFPA 70-\.

3.10 NOT USED

3.11 NOT USED

3.12 EQUIPMENT CONNECTIONS

All wiring not furnished and installed under other sections of the specifications for the connection of electrical equipment as indicated on the drawings shall be furnished and installed under this section of the specifications. Connections shall comply with the applicable requirements of paragraph WIRING METHODS. Flexible conduits 6 feet or less in length shall be provided to all electrical equipment subject to periodic removal, vibration, or movement and for all motors. All motors shall be provided with separate grounding conductors. Liquid-tight conduits shall be used in damp or wet locations.

3.12.1 Motors and Motor Control

Motors, and motor controls shall be installed in accordance with \-NFPA 70-\, the manufacturer's recommendations, and as indicated. Wiring shall be extended to motors, and motor controls and terminated.

3.13 PAINTING AND FINISHING

Field-applied paint on exposed surfaces shall be provided under Section \=09900=\ PAINTING, GENERAL.

3.14 REPAIR OF EXISTING WORK

The work shall be carefully laid out in advance, and where cutting, channeling, chasing, or drilling of floors, walls, partitions, ceiling, or other surfaces is necessary for the proper installation, support, or anchorage of the conduit, raceways, or other electrical work, this work shall be carefully done and any damage to building, piping, or equipment shall be repaired by skilled mechanics of the trades involved, at no additional cost to the Government.

3.15 \+FIELD TESTING+\

Field testing shall be performed in the presence of the Contracting Officer. The Contractor shall notify the Contracting Officer three days prior to conducting tests. The Contractor shall furnish all materials, labor, and equipment necessary to conduct field tests. The Contractor shall perform all tests and inspections recommended by the manufacturer unless specifically waived by the Contracting Officer. The Contractor shall maintain a written record of all tests which includes date, test performed, personnel involved, devices tested, serial number and name of test equipment, and test results. All field test reports will be signed and dated by the Contractor.

3.15.1 Safety

The Contractor shall provide and use safety devices such as rubber gloves, protective barriers, and danger signs to protect and warn personnel in the test vicinity. The Contractor shall replace any devices or equipment which are damaged due to improper test procedures or handling.

3.15.2 \+Cable Tests+\

The Contractor shall be responsible for identifying all equipment and devices that could be damaged by application of the test voltage and ensuring that they have been properly disconnected prior to performing insulation resistance testing. An insulation resistance test shall be performed on all low and medium voltage cables after the cables are installed in their final configuration and prior to energization. The test voltage shall be 500 volts dc applied for one minute between each conductor and ground and between all possible combinations of conductors. The minimum value of resistance shall be:

R in megohms = (rated voltage in kV + 1) x 1000/(length of cable in feet)

Each cable failing this test shall be repaired or replaced. The repaired cable system shall then be retested until failures have been eliminated.

3.15.2.1 NOT USED

3.15.2.2 Low Voltage Cable Tests

a. Continuity test.

b. Insulation resistance test.

3.15.3 NOT USED

3.15.4 \+Circuit Breaker Tests+

The following field tests shall be performed on circuit breakers.

3.15.4.1 NOT USED

3.15.4.2 NOT USED

3.15.4.3 Circuit Breakers, Molded Case

a. Insulation resistance test phase-to-phase, all combinations.

b. Insulation resistance test phase-to-ground, each phase.

c. Closed breaker contact resistance test.

d. Manual operation of the breaker.

3.16 ACCEPTANCE

Final acceptance of the facility will not be given until the Contractor has successfully completed all tests and after all defects in installation, material or operation have been corrected.

SECTION 16415D

ELECTRICAL WORK, INTERIOR - GROUNDING

PART 1 GENERAL
1.1. REFERENCES
1.2. GENERAL
1.3. SUBMITTALS
1.4. WORKMANSHIP

PART 2 PRODUCTS
2.1. GROUND RODS
2.2. GROUND BUS

PART 3 EXECUTION
3.1. GROUNDING
3.2. FIELD TESTING
3.3. ACCEPTANCE

SECTION 16415D

ELECTRICAL WORK, INTERIOR - GROUNDING

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.

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)

\-IEEE Std 81-\ (1983) Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System (Part 1)

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

\-NFPA 70-\ (1999) National Electrical Code

\-NFPA 101-\ (2000) Safety to Life from Fire in Buildings and Structures

UNDERWRITERS LABORATORIES (UL)

\-UL 467-\ (1993; Rev thru Aug 1996) Grounding and Bonding Equipment

1.2 GENERAL

1.2.1 Rules

The installation shall conform to the requirements of \-NFPA 70-\ and \-NFPA 101-\, unless more stringent requirements are indicated herein or shown.

1.2.2 Coordination

The drawings indicate the extent and the general location and arrangement of equipment, conduit, and wiring. The Contractor shall become familiar with all details of the work and verify all dimensions in the field so that the outlets and equipment shall be properly located and readily accessible. If any conflicts occur necessitating departures from the drawings, details of and reasons for departures shall be submitted and approved prior to implementing any change.

1.2.3 Special Environments

1.2.3.1 Weatherproof Locations

Wiring, fixtures, and equipment in designated locations shall conform to \-NFPA 70-\ requirements for installation in damp or wet locations.

1.2.4 Standard Products

Material and equipment shall be a standard product of a manufacturer regularly engaged in the manufacture of the product and shall essentially duplicate items that have been in satisfactory use for at least 2 years prior to bid opening.

1.2.5 As-Built Drawings

Following the project completion or turnover, within 30 days the Contractor shall furnish 2 sets of as-built drawings to the Contracting Officer.

1.3 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\

Materials and Equipment\; *GA*\.

The label or listing of the Underwriters Laboratories, Inc., will be accepted as evidence that the materials or equipment conform to the applicable standards of that agency. In lieu of this label or listing, a statement from a nationally recognized, adequately equipped testing agency indicating that the items have been tested in accordance with required procedures and that the materials and equipment comply with all contract requirements will be accepted. However, materials and equipment installed in hazardous locations must bear the UL label unless the data submitted from other testing agency is specifically approved in writing by the Contracting Officer. Items which are required to be listed and labelled in accordance with Underwriter's Laboratories must be affixed with a UL label that states that it is UL listed. No exceptions or waivers will be granted to this requirement.

1.4 WORKMANSHIP

Materials and equipment shall be installed in accordance with \-NFPA 70-\, the recommendations of the manufacturer and as shown.

PART 2 PRODUCTS

2.1 GROUND RODS

Ground rods shall be of copper-clad steel conforming to \-UL 467-\ not less than 3/4 inch in diameter by 10 feet in length of the sectional type driven full length into the earth.

2.2 GROUND BUS

The ground bus shall be bare conductor or flat copper in one piece, if practicable.

PART 3 EXECUTION

3.1 GROUNDING

Grounding shall be in conformance with \-NFPA 70-\, the contract drawings, and the following specifications.

3.1.1 Ground Rods

The resistance to ground shall be measured using the fall-of-potential method described in \-IEEE Std 81-\. The maximum resistance of a driven ground shall not exceed 25 ohms under normally dry conditions. If this resistance cannot be obtained with a single rod, two additional rods not less than 6 feet on centers, or if sectional type rods are used, two additional sections may be coupled and driven with the first rod. In high-ground-resistance, UL listed chemically charged ground rods may be used. If the resultant resistance exceeds 25 ohms measured not less than 48 hours after rainfall, the Contracting Officer shall be notified immediately. Connections below grade shall be fusion welded. Connections above grade shall be fusion welded or shall use \-UL 467-\ approved connectors.

3.1.2 Ground Bus

Ground bus shall be provided in the duplex motor starter enclosure. Noncurrent-carrying metal parts of transformer neutrals and other electrical equipment shall be effectively grounded by bonding to the ground bus. The ground bus shall be bonded to both the entrance ground, and to a ground rod or rods as specified above. Connections and splices shall be of the brazed, welded, bolted, or pressure-connector type, except that pressure connectors or bolted connections shall be used for connections to removable equipment.

3.1.3 Grounding Conductors

All equipment grounding conductors, including metallic raceway systems used as such, shall be bonded or joined together in each wiring box or equipment enclosure. Metallic raceways and grounding conductors shall be checked to assure that they are wired or bonded into a common junction. Metallic boxes and enclosures, if used, shall also be bonded to these grounding conductors by an approved means per \-NFPA 70-\. When boxes for receptacles, switches, or other utilization devices are installed, any designated grounding terminal on these devices shall also be bonded to the equipment grounding conductor junction with a short jumper.

3.2 FIELD TESTING

Field testing shall be performed in the presence of the Contracting Officer. The Contractor shall notify the Contracting Officer two days prior to conducting tests. The Contractor shall furnish all materials, labor, and equipment necessary to conduct field tests. The Contractor shall perform all tests and inspections recommended by the manufacturer unless specifically waived by the Contracting Officer. The Contractor shall maintain a written record of all tests which includes date, test performed, personnel involved, devices tested, serial number and name of test equipment, and test results. All field test reports will be signed and dated by the Contractor.

3.2.1 Safety

The Contractor shall provide and use safety devices such as rubber gloves, protective barriers, and danger signs to protect and warn personnel in the test vicinity. The Contractor shall replace any devices or equipment which are damaged due to improper test procedures or handling.

3.2.2 \+Ground-Resistance Tests+\

The resistance of each grounding electrode shall be measured using the fall-of-potential method defined in \-IEEE Std 81-\. Soil resistivity in the area of the grid shall be measured concurrently with the grid measurements. Ground resistance measurements shall be made before the electrical distribution system is energized and shall be made in normally dry conditions not less than 48 hours after the last rainfall. Resistance measurements of separate grounding electrode systems shall be made before the systems are bonded together below grade. The combined resistance of separate systems may be used to meet the required resistance, but the specified number of electrodes must still be provided.

a. Single rod electrode - 25 ohms.

b. Grid electrode - 10 ohms.

3.2.3 Ground-Grid Connection Inspection

All below-grade ground-grid connections will be visually inspected by the Contracting Officer before backfilling. The Contractor shall notify the Contracting Officer 48 hours before the site is ready for inspection.

3.3 ACCEPTANCE

Final acceptance of the facility will not be given until the Contractor has completed all tests and after all defects in installation, material or operation have been corrected.